

**COLLECTIVE AGREEMENT**

BETWEEN  
**CANADIAN PACIFIC RAILWAY**  
AND THE  
**ST.LAWRENCE & HUDSON RAILWAY**

AND THE  
**CANADIAN COUNCIL OF RAILWAY**  
**OPERATING UNIONS (BLE)**  
ON BEHALF OF  
**LOCOMOTIVE ENGINEERS**

EMPLOYED IN CANADA  
BY  
CANADIAN PACIFIC RAILWAY  
**EAST OF THUNDER BAY**

# ARTICLE 1 RATES OF PAY

## 1.01 Passenger Service

Rates of pay per day of 100 miles in:

Effective			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$114.21	\$116.49	\$118.82	\$121.20
Minimum Rate Where Applicable			

Step Rates archived.

## 1.02 Freight Service

Rates of pay per day of 100 miles in:

	EFFECTIVE			
	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
Power				
1 Unit	\$140.41	\$143.22	\$146.08	\$149.00
2 Units	\$143.76	\$146.64	\$149.57	\$152.56
3 Units	\$147.06	\$150.00	\$153.00	\$156.06
4 Units	\$149.82	\$152.82	\$155.88	\$159.00
1 Unit of 3000 H.P. or over	\$141.00	\$143.82	\$146.70	\$149.63
Add for each additional Unit and/or activated Robotcar	\$2.89	\$2.89	\$2.89	\$2.89
Minimum Rate where Applicable	\$138.10	\$140.86	\$143.68	\$146.55

Step Rates Archived

## 1.03 Conductor-Only Operations In Freight Service

Rates of pay per day of 100 miles in:

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

	EFFECTIVE			
	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
	\$146.44	\$149.37	\$152.36	\$155.41
Minimum Rate where Applicable	\$138.10	\$140.86	\$143.68	\$146.55

Step Rates Archived

## 1.04 Self-Propelled Passenger Service

Archived

### 1.05 Yard Service

Rate per day of eight hours or less is effective:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$179.65	\$183.24	\$186.90	\$190.64

Step rates archived.

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

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

Step rates archived.

### 1.06 Shift Differential

An Engineer who commences a shift in yard or transfer service between 1430 and 2229 shall receive a shift differential of 40 cents per hour and an Engineer who commences a shift in yard or transfer service between 2230 and 0629 shall receive a shift differential of 45 cents per hour. Shift differentials shall not be used in the calculation of overtime nor shall they be paid for paid leave of absence from duty such as jury duty, vacations, General Holidays, etc.

### 1.07 Wayfreight Service

An Engineer on local or wayfreight service will receive:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$5.24	\$5.34	\$5.45	\$5.56

Per 100 miles or less shall be added to the through freight rules according to class of engine; miles run over 100 to be paid pro rata. Step rates archived.

### 1.08 Road Switcher Service

Engineers operating road switcher runs will be paid:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$24.51	\$25.00	\$25.50	\$26.01

Per day of eight hours or less above wayfreight rates. Step rates archived.

### 1.09 Engineer - Instructors

The allowance to be paid Engineer-Instructors shall be:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$25.98	\$26.50	\$27.03	\$27.57

**1.10 Combination Service**

Road Engineers performing more than one class of road service in a day or trip will, except as otherwise provided in clause 7.01, be paid for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

**1.11 Highest Unit Rating Paid**

Where a different number of diesel units are used during a trip or day's work, the rate applicable to the highest number of units used by an Engineer at any one time shall be paid for the entire day or trip.

**1.12 Starting Rates - New Employees**

Starting rates for new employees who commence work as Locomotive Engineers on or subsequent to March 1, 1988, will be 85% of job rate, progressing 5% following each 7 months of cumulative compensated service in a position covered by this Collective Agreement with job rate attained after 21 months of such cumulative compensated service.

In order to establish seven months of cumulative compensated service, an employee must, for the purposes of this Clause, have worked and/or been available for service for 210 calendar days.

**1.13 Train Length Allowance**

On territories on which the Company has implemented Conductor-Only train operations, Engineers in any class of freight service will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial terminal and the final terminal:

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

**1.14 Length of Run Allowance**

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

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

**1.15 Roadrailer Service**

Engineers in Roadrailer Service will be compensated under the conditions of the Collective Agreement at the following rate of pay per day of 100 miles:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$153.56	\$156.63	\$159.76	\$162.96

### 1.16 Fixed Mileage Method of Pay

- 1) The Fixed Mileage Method of Pay will apply to employees who successfully complete a working tour of duty in unassigned through freight service between the stations listed in Item seven (7) below.
- 2) In either Straightaway Service or TCS, employees will claim the corresponding fixed mileage and buffer payment if applicable. Subject to Item seventeen (17), fixed mileages do not apply to Deadheading or Combination Service.
- 3) Employees claiming payment under the Fixed Mileage Method of Pay will be entitled to a buffer payment when the total initial and final terminal time exceeds the threshold corresponding to the fixed mileage for their tour of duty.

Note: Thresholds are based upon average initial and final times plus an additional sixty (60) minutes for all terminals except for trains in and out of Coquitlam, Mayfair, Port Moody, Sapperton, Vancouver, Alyth, Winnipeg, Montreal, Toronto, Detroit and Buffalo, which will be seventy-five (75) minutes.

- 4) Final time, for the purpose of buffer payments, will commence when the locomotive reaches the outer main track switch or designated point at the final terminal. Should train be delayed at or inside semaphore or yard limit board, for any reason, or behind another train similarly delayed, final time shall be computed for the buffer entitlement from the time train reached that point.
- 5) Initial time, for the purposes of buffer payments, will commence at the time required to report for duty until departure of locomotive from outer main track switch (OMTS) or designated point at the initial terminal.
- 6) The buffer payment applies to all time in excess of the threshold and will be calculated, on a minute basis, at a rate of 12 1/2 miles per hour.
- 7) Payment under the Fixed Mileage Method of Pay system will be made at the applicable rate of pay on the following runs:

<b>CANADIAN PACIFIC RAILWAY COMPANY</b>			
<b>Between</b>	<b>And</b>	<b>Fixed Mileage</b>	<b>Thresholds (Minutes)</b>
Mactier	Cartier	179	153
Sudbury	Sault Ste. Marie	197	155
Chapleau	Cartier	158	187
Chapleau	White River	150	179
Schreiber	White River	136	170
Schreiber	Thunder Bay	149	180
Hamilton	Buffalo	128	285
Hamilton	Niagara Falls	126	259
London	Detroit (Detroit Resthouse)	161	324
London	Detroit (Windsor Resthouse)	170	369
London	Detroit (Detroit Resthouse)	152	265
London	Windsor (Windsor Resthouse)	143	220
Toronto	London	146	293
Toronto	Mactier	166	274
Toronto	Smiths Falls	227	234
Toronto	Hamilton Via CN Joint Subd.	127	367
Toronto	Hamilton Via Galt/Ham Subd.	141	312
Oshawa	Hamilton Via CN Joint Subd.	127	361
Oshawa	Hamilton Via Galt/Ham Subd.	141	312
Smiths Falls	St. Luc	156	260
Smiths Falls	Hochelaga	166	305
Smiths Falls	Ste. Therese	172	227

- 8) The Fixed Mileage Method of Pay is based upon the following:
- i) actual running miles of subdivision
  - ii) average initial time and final time(s)
  - iii) TT&J and designated pay point times
  - iv) road overtime (East of Thunder Bay)
  - v) miles generated performing wayfreight service en route
- 9) The items listed in Item eight (8) may not be claimed in addition to the Fixed Mileage Method of Pay. Other payments not listed in Item eight (8) will be paid in addition to the fixed mileage for the tour of duty.
- 10) Either party may request a formal review of any established Fixed Mileage and associated Threshold. Such requests must be advanced from a CCROU General Chair(s) to the respective District General Manager or vice versa. Local Chairs and Local Company Operating Officers are not authorized to negotiate Fixed Mileage and associated Threshold adjustments.
- 11) Reviews may be requested twice yearly, at least one month in advance of the general advertisement of assignments, and will be conducted in the following manner:
- i) An agreed upon sample of wage claims will be generated through CMA.
  - ii) Recalculation of the Fixed Mileage and associated Threshold will be in accordance with the criteria set out in Item eight (8) above.
  - iii) Variances of more than fifteen minutes from existing terminal times built into the Fixed Mileage will result in an appropriate adjustment.

- 12) Except when required by Item fifteen (15), adjustments to Fixed Mileages and Thresholds will be made as follows:

Adjustment Upward if:

- i) terminal time consistently increases on average because of additional work or yard congestion.
- ii) operational changes result in an ongoing increase of average terminal times.

Adjustment Downward if:

- i) a capital investment such as two tracking, signaling, or expanded capacity expedites trains in and out of terminals, and thus reduces time occupied.
- ii) operational changes result in an ongoing decrease of average terminal times.

No Adjustment if:

- i) terminal times are impacted by employee performance or seasonal fluctuations.

- 13) Each fixed mileage claim will result in one additional mile being added to the buffer fund.
- 14) The fund will finance buffer payments. At December 31 of each year, the Company will pay out all unused buffer funds to the CCROU for distribution to their respective memberships. Separate buffer funds may be maintained for Canadian Pacific Railway and the St. Lawrence and Hudson Railway Ltd.
- 15) The Council and the Company will monitor the fund on an ongoing basis, and will take corrective action before the fund is depleted, which may include;
- i) performing a review of the fixed mileages and associated thresholds as outlined in Item ten (10) and Item eleven (11).
  - ii) adjustment of the thresholds
  - iii) increased buffer fund contributions.

- 16) Other train operations may be assigned Fixed Mileages subject to the approval of the District General Manager and the General Chair(s). When so established, they will be calculated using the same criteria outlined in Item eight (8).

- 17) The existing Sparwood Run-through, Revelstoke/Golden Run-through, Expressway and Roadrailer Agreements remain in effect.

- 18) Should the Company utilize a Brakeperson(s) in a non-required position on a fixed mileage train crew, all members of that crew, including the non-required Brakeperson(s), will receive all wages and benefits pursuant to the Conductor-Only agreement as though they did not form part of that crew.

Brakepersons will only be considered as required when their presence will permit the crew to perform work beyond that which a Conductor-Only crew is confined to.

## **ARTICLE 2**

### **PASSENGER SERVICE**

#### **2.01 Minimum Day in Passenger Service**

In all passenger service earnings from mileage, overtime or other Rules applicable, for each day service is performed, shall not be less than as shown in Clause 1.01.

## **2.02 Initial Terminal**

Engineer will be paid for initial terminal time, including switching, on minute basis at pro rata rates from time ordered for until departure from station at initial terminal.

## **2.03 Road Miles and Road Time**

- (1) Road miles will be the distance from the station at initial terminal to the station at final terminal. Road time will commence on departure from initial station and will end on arrival at the final station.
- (2) 100 miles or less (straight-away or turnaround) 5 hours or less, except as provided in Paragraph (3) of this Clause shall constitute a day's work, miles in excess of 100 will be paid for at the mileage rate provided, according to class engine.

Engineer making less than 100 miles will be liable for further service to the extent of 5 consecutive hours, at the rate of one hour for each 20 miles and such 20 miles to count as one hour of service.

Should Engineer be used out of initial point after completing a day of 5 hours, or 100 miles, a new day will commence.

- (3) Rates of pay in assigned short turn around passenger service have been archived.

## **2.04 Short Turn Passenger Service**

Archived

## **2.05 Other Passenger Runs**

Engineers on other passenger runs shall be paid overtime on the minute basis at the rate of 20 miles an hour computed from the time of departure from the initial station until arrival at the final station. Overtime shall be computed on the basis of actual overtime worked or held for duty except that when minimum day is paid for the service performed, overtime shall not accrue until the expiration of 5 hours from the time of departure from initial station.

## **2.06 Final Terminal**

- (1) Final Terminal Time

Engineer will be paid final terminal time, including switching, on the minute basis at pro rata rates from the time of arrival at the station at the final terminal until 15 minutes after engine is placed on designated shop track, or is turned over to hostler or inspector. Final terminal time shall be included in making up short day.

- (2) Run Through Engine

Engineer who is relieved at a change-off point where the engine runs through will be paid on the minute basis at pro rata rates for all time held on duty after arrival at station with a minimum of 15 minutes. This time shall be included in making up short day.



## **ARTICLE 3 FREIGHT SERVICE**

### **3.01 Application of Freight Rates**

Freight rates and conditions will apply in through and irregular freight, pusher, roustabout, belt line, light running, circus trains and all other unclassified service.

### **3.02 Initial Terminal**

Engineer will be paid initial terminal time, including switching on minute basis at pro rata rate from time ordered for until departure of locomotive from other main track switch or designated point at the initial terminal.

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the initial terminal, except doubling to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the fully assembled train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to initial terminal time. The set off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation, robotizing and conventionalizing should not be considered switching in the application of this paragraph. The handling of an SBU with respect to their own train shall not be considered switching in the application of this paragraph.

### **3.03 Road Miles and Road Time**

- (1) Road miles will be the distance from the outer main track switch or designated point at initial terminal to the outer main track switch or designated point at the final terminal. Road time will commence when payment for initial terminal time stops and will end when payment for final terminal time begins.
- (2) 100 miles or less, 8 hours or less (straight-away or turnaround) shall constitute a minimum day's work. Miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine used.

Engineer making less than 100 miles will be liable for further service to the extent of 8 consecutive hours, at the rate of one hour for each 12-1/2 miles (12-1/2 miles to count as one hour's service) except in cases of Engineer coming in from snow plow service at points where he can be relieved, and as otherwise provided in Clause 3.04.

- (3) On runs of 100 miles or less overtime will begin 8 hours after road time started. On runs over 100 miles overtime will begin when the road time exceeds the road miles run divided by 12 1/2. Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate according to class of engine used.

**3.04** Engineer will be notified when called whether for straight-away, turnaround, or turnaround combination service (TCS) as provided in Clause 5.02 and will be compensated accordingly. Changes from straightaway, turnaround or TCS will not be made unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage or where line is blocked or as provided in Clause 5.02. In the event a Locomotive Engineer books rest on a straight-away trip en route to an away-from-home terminal and is replaced by a relief Locomotive Engineer, the

Company may, at its option, change the call to turnaround service. When a call is changed in these circumstances, the Locomotive Engineer will be considered released from duty at the location at which they took rest and paid as a straight-away trip to that location. The Company will provide or arrange for transportation for the Locomotive Engineer back to the home terminal either when replaced or after rest expires and they will be paid in accordance with Clause 5.02.

- 3.05** Except as provided in Clause 5.02, Locomotive Engineer will not be called for turnaround service when such service involves turning at terminal 100 miles or more distant from the initial terminal. In turnaround service, when the distance between the initial terminal and the objective terminal is less than 100 miles, the objective terminal may be regarded as a turnaround point and Engineers in unassigned service, when called for turnaround service, run in and out of such point on a continuous time basis. When the turnaround point is an intermediate station, Engineers may be called for turnaround service without regard to the distance between such station and the initial terminal. In TCS service, regardless of the distance between the home terminal and the away terminal, Locomotive Engineer shall run in and out of such away terminal on a continuous time basis.
- 3.06** Except as provided in Clause 5.02, an Engineer in unassigned service called for a straightaway trip and released from duty at the objective terminal of that trip will not be runaround by an unassigned Engineer called for turnaround service or TCS over the same route.
- 3.07** Engineer in unassigned service may be called to make more than one short trip or turnaround out of the same terminal and paid actual miles, with a minimum of 100 miles for a day provided (1) that the road miles of all trips do not exceed 120 miles, (2) that the road miles from the terminal to the turning point do not exceed 30 miles, and (3) that Engineer shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 hours, computed from the time they left main track switch or designated point on their initial trip, except as a new day subject to the first-in first-out rule or practice.
- 3.08** A train on which no Brakeperson is employed may be required to stop and perform work, to a maximum of five (5) enroute locations during a single tour of duty. When required to perform switching enroute, between the initial and final terminal, the Engineer will be paid at pro rata rates for all time so occupied with a minimum payment of one hour at each of the first three enroute locations during a tour of duty. No payment shall be made pursuant to this rule at the fourth and fifth locations. The Company is prohibited from requesting a Conductor-Only crew from making any stops in excess of the five stops provided for in this Article. The set off of a bad order car(s) and required marshalling to comply with marshalling requirements, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered a set off, pick up, or work at an enroute location in the application of this paragraph. All time paid for under this Clause will be paid in addition to pay for the trip but time actually worked will be deducted in computing overtime. Payments will not be used to make up a minimum day.

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

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

### **3.09 Final Terminal**

- (1) Engineer will be paid final terminal time, including switching, on the minute basis from the time the locomotive reaches the outer main track switch or designated point at the final terminal; should train be delayed at semaphore, yard limit board, or behind another train similarly delayed, time shall be computed from the time locomotive reaches that point; time shall continue until locomotive is placed on designated shop track or is turned over to a Hostler, Inspector or another Engineer.
- (2) When the Engineer is on overtime on arrival at final terminal, final terminal time will be paid at 3/16 of the daily rate.
- (3) When Engineer is not on overtime on arrival at final terminal, the time when overtime rate commences will be calculated as follows; the day will begin when payment for initial terminal time stops, and the period of time that must elapse before the overtime rate commences will be determined by dividing the mileage between outer main track switch or designated point at initial terminal and outer main track switch or designated point at final terminal by 12-1/2 with a minimum of 8 hours. Final terminal time up to the time that overtime rates commence shall be paid for at pro rata rate and thereafter at 3/16 of the daily rate. Final terminal time shall be included in making up a short day.
- (4) A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the final terminal, except doubling to the extent necessary to yard the train upon arrival because a yard track(s) is of insufficient length to hold the entire train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to final terminal time. The set off of a bad order car(s), the lift of a bad order car(s) after being repaired, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered switching in the application of this paragraph. All time paid for under this Clause will be paid in addition to pay for the trip but time actually worked will be deducted in computing overtime.

Where yard engines are on duty, Engineers, after arrival at final terminal, may be required to set cars off their train at one yard location within the terminal en route to the destination yard and will yard their train in the designated track in that yard. In the event a double is required to yard the train, the appropriate cut of cars, not just the overflow, will be doubled over provided this will not increase the number of moves necessary to make a double. When a train is yarded on mainline tracks and is clear at headend and tailend in order to allow access and switching requirements it will be considered yarded. Such Engineers will be considered released from duty in accordance with applicable rules after yarding their train except that they may be required to perform switching in connection with their own train to place cars containing perishables or stock for servicing or unloading or to set off rush or bad order cars as directed for future movement. Should they be required to perform other work when yard engines are on duty they will be paid a minimum of 100 miles at yard rates for such service.

Note: The term "other work" as used in Clause 3.09, fifth paragraph, does not include putting cabooses away by Engineers at Thunder Bay which service shall be paid for as final terminal time. The extension of this arrangement to other locations may be made by mutual agreement between the parties signatory to this Collective Agreement.

Where no yard engine is on duty, road Engineers will do necessary yard switching subject to release from duty in accordance with applicable rules.

### 3.10 Run Through Engine

Engineer who is relieved at a change-off point where the engine runs through will be paid on the minute basis at pro rata rates for all time held on duty after arrival at change-off point with a minimum of 15 minutes. This time shall be included in making up a short day.

### 3.11 Final Inspection

Engineer will be allowed 15 minutes after arrival on shop track for inspection, at pro rata rates, and this time shall be included in making up a short day.

### 3.12 Designated Points

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

<b>Montreal North</b> Jacques Cartier Junction	Mile 8.9 Park Avenue Subdivision
<b>Montreal South</b> Adirondack Junction	Mile 40.1 Adirondack Subdivision
<b>Montreal West</b> Grovehill	Mile 3.2 Winchester Subdivision (Westward crossover switch)
<b>Quebec</b>	Mile 152.9 Quebec Subdivision
<b>Toronto East</b>	Mile 195.2 Belleville Subdivision Mile 178.9 Havelock Subdivision
<b>Toronto West</b> Obico (West Wye Switch)	Mile 10.0 Galt Subdivision
<b>Toronto North</b> Weston Road	Mile 0.2 Mactier Subdivision
<b>Toronto South</b> Canpa	Mile 2.6 Canpa Subdivision
<b>Thunder Bay East</b> Current River	Mile 126.5 Nipigon Subdivision
<b>Windsor</b> Lakeshore Tower	Mile 109.77 Windsor Subdivision

November 22, 1985

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

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

Dear Sirs:

This has reference to the application of the revision of Clause 3.09 (formerly Article 3(d)(l) and Clause 3.03(3) (formerly 3(c)(3) as contained in the Memorandum of Agreement signed today.

It was agreed that any of the cars referred to in the fourth sentence, i.e. cars containing perishables or stock, rush cars or bad order cars, may be set off within a terminal en route to the destination yard regardless of whether other cars will be or have been set off in that terminal without invoking the penalty provisions of this Clause 3.09(4).

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

Yours truly,

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

I concur:  
L.F. Berini

I concur:  
G. Wynne

## **ARTICLE 4**

### **YARD SERVICE**

**4.01** For Yard rates see Clause 1.06. Engineer operating engine in what has been designated as yard transfer service will work and be paid under yard rates and conditions.

#### **4.02 Five Day Work Week**

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

#### **4.03**

- (1) When service is required by the Company on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra assignments when not protected in the foregoing manner.
- (2) A regular assignment in yard service will have a fixed starting time; the starting times of regular assignments will not be changed without at least 48 hours advance notice. Regular relief assignments may on different days have different starting times, providing such starting times are those of the Engineer relieved, and may have different points for going on and off duty which shall be the same as those of the Engineer relieved.
- (3) Where deemed practicable, implementation of ten hour yard assignments on a 4 + 3 schedule, will be by local agreement and approved by the District General Manager and General Chair(s). When implemented, arrangements may be made for flexible start times. The rates of pay for such assignment will be increased by \$ 0.50 per hour.

#### **4.04 Non-Consecutive Days Off**

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

#### **4.05 Basic Day**

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

#### **4.06 Overtime**

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

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

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

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

- (3) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in sub-clause (2) of this Clause 4.06 be utilized in computing the five straight time eight-hour shifts referred to in such sub-clause (2) of this Clause 4.06, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
- 4.07** Where regular assignments are working in continuous service, i.e., the second crew relieves the first, the third crew relieves the second and the first crew relieves the third, the starting time for the first crew shall be between 0600 and 0800.
- 4.08** The starting time of yard assignments other than those specified in the preceding clause including extras, shall be in accordance with the requirements of the service.
- 4.09** The time for fixing the beginning of assignments or meal hour periods to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.
- 4.10** Engineer will appear on duty 10 minutes before time required to leave shop track or commence work as a unit with the yard crew and will sign appearance book. This 10 minutes will be an arbitrary allowance and paid for at pro rata rate per hour.

Engineer will receive allowance of 10 minutes as inspection time at end of day. Inspection time will begin when the engine is placed on the shop track or when the Engineer is released at the regular change off point. This 10 minutes time will be an arbitrary allowance and paid for at pro rata rate per hour.

#### 4.11 Guarantees

- (1) Regularly assigned Locomotive Engineers in yard service on regular assignments will be paid not less than five days in any one work week exclusive of overtime and arbitrary and special payments. In any one work week in which one or more General Holidays occur, the work week guarantee shall be reduced by the number of General Holidays accruing in the work week. Extra yard service may be used to make up the guarantee.
- (2) Locomotive Engineers in regularly assigned yard service laying off of their own accord or where the regular assignment is on only for a part of the work week will receive their full proportion of the work week guarantee.
- (3) Locomotive Engineers regularly assigned to five-day per week assignments will be required, in order to qualify for the guarantee specified in sub-clause (1) of this Clause 4.11 on days when their regular assignment is not worked (excluding General Holidays) to man a yard vacancy or extra yard engine commencing during the hours of their cancelled shift, ahead of spare Locomotive Engineers.

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

- (4) Locomotive Engineers who fail to respond to calls under the provisions of sub-clause (3) above will be considered as laying off of their own accord and the provisions of sub-clause (2) of this Clause 4.11 will apply to them.
- (5) Except as provided in sub-clause (6) of this Clause 4.11 regularly assigned Locomotive Engineers will be permitted to work a sixth shift in their work week either between shifts or on an assigned rest day when there are no spare Locomotive Engineers available subject to the following conditions:

(a) Assigned yard Locomotive Engineers desiring such work will make application in writing to work a sixth shift in the work week.

(b) A Locomotive Engineer so available will be called either in the order of seniority or first-in first-out as arranged by agreement between the Local Chairman of the Union and the designated Company Officer when such call will not interfere with him filling his regular assignment.

(c) A Locomotive Engineer who has indicated that they are available for such work will accept all calls until they cancel their application in writing.

(d) Locomotive Engineers who fail to respond to calls will not again be called until they have indicated in writing that they are again available.

- (6) Notwithstanding the provisions of sub-clause (5) of this Clause 4.11 above a regularly assigned yard Locomotive Engineer who has missed a shift during their work week and who is not entitled to the guarantee specified in sub-clause (1) of this Clause 4.11 will be called ahead of Locomotive Engineers who have made application for extra work under



the provisions of sub-clause (5) above provided such call will not interfere with them filling their regular assignment.

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

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

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

**4.14** Senior Engineers shall have the preference of assignment in yard and also to day and night service.

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

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

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

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

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

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

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

Yard crews may be used in excess of the miles outlined in Paragraph one only in accordance with the provisions of Clause 4.16, second paragraph.

- 4.18** Engineer on yard engine may have rest after having been 11 hours on duty; 8 hours to be considered sufficient except in extreme cases. Engineer in yard service will give at least 2 hours notice of his desire to book rest. In no case, if rest is booked, shall it be for a period of less than 5 hours.

## **ARTICLE 5 MISCELLANEOUS SERVICE**

### **5.01 Dead Engine**

Engineer in charge of dead engine will be paid minimum freight rates and overtime. Overtime shall be paid for on the minute basis at an hourly rate of 3/16s of the daily rate computed from the time required to report for duty until booked off duty.

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

- (1) A spare Locomotive Engineer and/or Trainperson deadheaded to the terminal of a regular assignment or to the point at which a work train is laid up to relieve on that assignment or work train will not be regarded as in combination service and will be paid not less than a minimum day.
- (2) Locomotive Engineer and/or Trainperson will not be entitled to claim deadheading in the exercise of seniority rights thereof; as a result of having achieved their maximum monthly mileage limitation; in connection with work which has been bulletined and has been bid and claimed; or where they are forced to fill an assignment due to no applications having been received. Otherwise deadheading shall be paid.
- (3) When deadheading is required, the first out Locomotive Engineer and/or Trainperson will be called to deadhead and will hold their turn at the away from home terminal, except as provided in this Article. The first out Locomotive Engineer and/or Trainperson, who are required to deadhead, will be called to report for duty at a definite time which may be later than the reporting time of the crew that is to operate the train. In these circumstances those ordered to deadhead will not be considered run-around.
- (4) When a Locomotive Engineer and/or Trainperson is ordered to deadhead on pay, the Company will provide or arrange for transportation. When rail or other public transportation is not available and a Locomotive Engineer and/or Trainperson is authorized to use his private automobile, they will be reimbursed at the rate of 28 cents per kilometer.

### **Straightaway**

- (5) Locomotive Engineers and Trainpersons required by the Company to deadhead from one terminal to another, irrespective of the manner in which the deadheading is done, shall be paid on the basis of 12 1/2 miles per hour (and overtime earned if any) at the through freight rate. Time to be calculated from time ordered for until arrival at objective terminal.

Except as provided below not less than 8 hours will be paid.

### **Combination**

- (6) Locomotive Engineers and Trainpersons required by the Company to deadhead to an intermediate point and then going from such point to a terminal in either straightaway or turn service or going into work train service for the balance of the day, or vice versa, will be paid for the combination deadheading and working service as follows:

When deadheading precedes working service the deadheading payment will be continuous from time ordered for until working service actually begins; when deadheading follows working service, payment for working service will continue until deadheading commences. When deadheading and working service is combined in a continuous tour of duty, not less than a minimum day at the highest rate applicable in the combination will be allowed. For deadheading other than between terminals and when combination service is not performed the compensation for such deadheading shall not be less than a minimum day.

### **Turnaround Combination Service**

- (7) Locomotive Engineer and/or Trainperson in through freight service will be run first in - first out.
- (8) Locomotive Engineers and/or Trainpersons in unassigned service called for a straightaway trip and released from duty at the away from home terminal of that trip will not be runaround by unassigned Locomotive Engineers and/or Trainperson called for turnaround combination service over the same route except as provided in clause (9) below.
- (9) In instances when the Company contemplates the use of turnaround combination service, and a crew is en route to the away-from-home terminal in straightaway service, the crew shall be required to inform the Rail Traffic Controller, when asked, if they will be able to protect operating requirements at the away from home terminal. The Rail Traffic Controller will be required to identify the anticipated type of train, expected work at the away from home terminal and/or en route, an estimated order time at the away-from-home terminal and an estimated time of arrival for the train they are on when contacted by the Rail Traffic Controller. In responding, the crew shall notify the Rail Traffic Controller if rest will be required upon arrival at the away-from-home terminal and such notification shall not be changed, unless necessitated by unforeseen circumstances unknown at the time questioned, that may delay the normal progression of the employee's train or the train being connected with by more than two hours.

If the crew will not commit when so requested by the RTC, another crew will be ordered in TCS and the provisions of first in and first out shall not apply.

- (10) When sufficient Locomotive Engineers and/or Trainpersons are available to protect operating requirements at the away-from-home terminal, employees shall not be called in turnaround combination service. Employee availability at that away-from-home terminal, shall take into account such factors as personal rest booked, if any, Mandatory Time Off Duty and/or Hours of Service regulations or as otherwise provided herein.
- (11) Locomotive Engineer and/or Trainperson called in turnaround combination service, will be ordered from the home terminal to the away-from-home terminal. Employees working in turnaround combination service cannot book rest, as provided for by the existing, applicable collective agreement(s), within the 12 hours provided for in Clause (13) below.

- (12) Locomotive Engineer and/or Trainperson called in turnaround combination service on other than freight trains will be compensated on a minute basis with no minimum payment for deadheading.
- (13) Except as provided in clause (14), in turnaround combination service every effort must be made to have employees off duty at the home terminal within 12 hours of reporting for duty. Should the employee(s) not be in and off duty within 12 hours, all deadheading shall be paid for on the basis of 12 1/2 miles per hour (and overtime earned if any) at the through freight rate for the actual time occupied, but not less than 8 hours.
- (14) A crew called in turnaround combination service who works to the away-from-home terminal and does not stand first out at the time deadheading would commence, will have their call changed to straightaway service and will be paid accordingly. The crew will then be placed in the pool at the away-from-home terminal in their proper order at which time they may book rest. Under such circumstance and depending on operating requirements, it may be appropriate to deadhead the first out crew to the home terminal.

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

- (15) When deadheading precedes working service, employees ordered in TCS will be paid deadheading on a continuous time basis until working service commences. Upon arrival at the away-from-home terminal the crew is to contact the Rail Traffic Controller advising of the time of arrival. Working service will commence upon arrival at the away-from-home terminal keeping the principles of the first in, first out rules and the content of 5.02 (8) of this Article intact.

When deadheading follows working service the crew will remain in working service until deadheading commences. When working service precedes deadheading, such switching will be limited at Montreal, Toronto, Thunder Bay, Winnipeg and Calgary to the work which can currently be performed pursuant to Articles 3, Clauses 3.02 (1) and 3.09 (4) of the Collective Agreements governing Locomotive Engineers.

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

The working portion of the TCS claim will be paid on the basis of the Fixed Mileage Method of Pay for that particular trip, provided the crew completes the working tour of duty according to the Fixed Mileage Method of Pay rules.

If the working portion is not completed, or if there is no Fixed Mileage Method of Pay established for the tour of duty, then payment for the working portion of the trip will be in accordance with the dual method of calculating pay. Employees will be paid for the working service on a continuous time basis from the time working service commences

until departure from the OMTS or designated point. For the purposes of the application of Conductor-Only train operations, the turnaround point will be considered as a stop en route. When switching is performed crews will be compensated for the time switching at the turnaround point with a minimum payment of one (1) hour.

Note: Existing rules and practices contained in the existing Collective Agreement(s) will continue to apply unless they are in direct conflict with this provision: insofar as they are in direct conflict, the provisions of this Article will supercede the provisions of the Collective Agreement(s) covering rates of pay and rules governing through freight crews.

- (16) Locomotive Engineer and/or Trainperson will not be called in turnaround combination service when objective terminal or turnaround point is short of the away-from-home terminal.
- (17) Archived
- (18) In order to reduce TCS calls, subject to the approval of the respective General Chair(s) and General Manager, and with prior notification to Industrial Relations, local rules will be permitted which will assign unassigned freight trains.

### **5.03 Watching Engine - Archived**

### **5.04 Special Service**

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

### **5.05 Attending Court**

- (1) Engineer who is in regularly assigned service or set up in pool service and is called as witness in court by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the call as witness before Coroner's inquest is communicated through the Company, will be compensated to the extent of wages which they would have earned except for their absence as a result of such call.
- (2) Engineer who is on spare board and is called as witness in court by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the call as witness before Coroner's inquest is communicated through the Company, will be allowed 8 hours per day of 24 hours at minimum freight rates, if time lost.
- (3) If Engineer is not detained from duty, payment of wages is not required.
- (4) Actual reasonable expenses incurred while away-from-home will be allowed.
- (5) Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.
- (6) If an Engineer is subpoenaed for a case in court other than by the Company, and is therefore not called by the Company, no payment of wages or expenses is required unless in the opinion of the Officers of the Company there are, according to the merits of

the individual case, some special circumstances to justify it.

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

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

The allowance provided for herein shall be paid but once at each point where such service is performed regardless of the number of units set out or picked up at such point. The term "unit" or "units" is intended to mean a unit or units that were operated or are to be operated by the Engineer on the run on which the service is performed. The allowance provided for herein will not be applicable when a unit or units are picked up or set out because of mechanical failure.

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

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

#### **5.07 Payment For Periodic Medical and Rules Examinations**

Periodic Medical Examinations

An employee required to take a periodic medical examination during their off-duty hours shall be allowed payment of 3 hours pay at the minimum rate applicable to the class of service in which employed.

Periodic Rules Examinations - Archived.

#### **5.08 Jury Duty**

An employee summoned for jury duty and who is required to lose time from their assignment as a result thereof shall be paid for actual time lost less the amount allowed for jury duty for each day on which actual time lost is paid by the Company, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under Federal, Provincial or Municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or General Holiday pay. An employee who has been allotted his vacation dates will not

be required to change his vacation because he is called for jury duty.

- (5) Notwithstanding the provisions contained in the last sentence of Paragraph (4) above, an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.
- (6) For the purpose of qualifying for General Holiday pay, a day served on jury duty in respect of which compensation is paid by the Company shall be deemed to be a tour of duty. In the event a day served on jury was the last day preceding the General Holiday and for which an engineer received compensation by the Company the General Holiday pay shall be an amount equal to the compensation paid for jury duty on that day.

#### **5.09 Rules Qualification Training and Examination**

- (1) In order to permit all employees working as Locomotive Engineers, Trainpersons / Yardpersons, and other employees required to qualify in accordance with the Railway Employee Qualification Standards Regulations, the Company will provide training courses covering all required subjects for the occupational category involved. The location at which such training courses will be held will be determined by the Company. When employees are directed by the Company to attend such courses, they will do so in accordance with the following:
  - (2) Where the training location is at other than the Employee's home terminal, the Company will arrange and provide appropriate transportation. Employees authorized to use their personal automobile and who elect to do so will be paid the mileage allowance provided in the Collective Agreement in accordance with the conditions attached thereto.
  - (3) With respect to employees covered by paragraph (1) above, the Company will provide accommodation which may be in hotels, motel or company facilities. Such accommodation will be in clean, single occupancy rooms and, to the extent it is practicable to do so, will include cooking facilities.
  - (4) Employees covered by paragraph (2) above, will be paid an allowance of \$20.00 per day on each day of the training program for meals when the accommodation provided has cooking facilities and \$30.00 per day where cooking facilities are not available.
  - (5) Employees attending a training course who fail to qualify in accordance with the regulations for their occupational category will not work until they do become so qualified. To the extent that an Instructor/Examiner is available, instruction and/or re-examination, as desired by the employee, may be arranged outside the normal hours of the training course at no additional cost to the Company. Alternatively, and again dependent on the availability of a qualified Instructor/Examiner, the employee may arrange to qualify in whatever subjects required at his home terminal or other location at no cost to the Company.
- (6) Employees attending a training program in accordance with this Clause (1) will be

compensated on the following basis according to the position regularly held by that employee at the time the training program is taken;

RQ / TRAINING DAY				
EFFECTIVE				
Class of Service	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
Yard	\$179.70	\$183.29	\$186.96	\$190.70
Roadswitcher	\$191.10	\$194.92	\$198.82	\$202.80
Freight	\$183.00	\$186.66	\$190.39	\$194.20
Commuter	\$ Guarantee Rate			

Employees will be paid the daily rate specified above for each day in attendance at the training program.

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

- (7) In the event an employee is removed from the working list on a day(s) preceding a training course or is kept off the working list by the Company on a day(s) following the course and therefore misses a tour(s) of duty which commence on such day(s), he will be paid a minimum day at the rate of the position and class of service in which regularly employed for each tour of duty lost.

Note: The provisions of paragraph (7) of this Clause 5.09 will not apply to employees who have failed to qualify in accordance with the regulations on their first attempt. Any further qualification or training will be at the employee's own expense.

- (8) Employees may book personal rest upon completion of RQ training and will be paid lost earnings in accordance with the following;

**Assigned Service Employees** - Shall be entitled to book up to 12 hours personal rest upon completion of RQ training and shall be entitled to lost earnings on other than the last day of training.

Note: Where RQ training is completed at other than the employee's home location, 12 hours personal rest may be booked upon arrival at the home location.

**Unassigned Service Employees** - Shall be entitled to book up to 24 hours personal rest upon completion of RQ training and shall hold their turn.

Note: Where RQ training is completed at other than the employee's home location, 24 hours personal rest may be booked upon arrival at the home location.

- 9) The Company will provide at least 90 days advance notice of certification expiration, however, the lack of such notice does not relieve individual responsibility to maintain current accreditation.



### 5.10 Instruction Classes (Other Than RQ - Formerly MQ Training)

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

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

Class of Service	EFFECTIVE			
	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
Yard	\$22.46	\$22.91	\$23.37	\$23.84
Roadswitcher	\$23.89	\$24.37	\$24.86	\$25.36
Freight	\$22.87	\$23.33	\$23.80	\$24.28
Commuter	\$22.87	\$23.33	\$23.80	\$24.28

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

- (2) A Locomotive Engineer required to attend instruction classes other than Rules Qualifications training and who as a result thereof loses time, shall be compensated to the extent of the wages he would have earned during the period withheld from service for the purpose of attending such classes.
- (3) The provisions of this Clause 5.10 will not apply to employees directed to take training or examination in any subject(s) covered by the Regulations with respect to RQ Training as specified in Clause 5.09 or any other training in accordance with the provisions of Clause 5.10 above as a result of a disciplinary measure.
- (4) The provisions of this Clause 5.10 will not apply to employees who have failed to qualify in accordance with the training pursuant to Clauses 5.09 and 5.10 above on the first attempt. Any further qualification or training will be at the employee's own expense.
- (5) Spare employees working on a Locomotive Engineer spareboard will be paid at the applicable freight rate with respect to training pursuant to Clauses 5.09 and 5.10 above.

### 5.11 Training Program Development

- 1) Classroom instruction and on-the-job training (OJT) will be performance based and will not be tied to any obligatory number of working tours of duty prior to being declared qualified.
- 2) Training programs for Rules Qualification and other related subjects will be developed in consultation with the General Chairmen or their designates.
- 3) Within six (6) months of the implementation of a new training program, the Company and the Union will meet to review the course material to determine if changes are appropriate, based on the first six (6) months of training that has been completed. The time period within which this review will be conducted, may be adjusted as deemed appropriate by the parties.
- 4) In the event of a disagreement with respect to the structure and/or content of a training program, the General Chairman or his designate may raise such concerns with the Director Labour Relations or his designate. Failing resolution at this level, the Chairman, may progress the matter with the Vice-President, Industrial Relations.

July 14, 1995

Mr. G. C. B. Smith  
Vice President, Industrial Relations  
CP Rail Systems  
Room 370, Windsor Station  
P. O. Box 6042, Station Centre-Ville  
Montreal, PQ, H3C 3E4

Dear Sir:

This refers to discussions relating to the Adams award on turnaround combination service.

Our concern was that crews called in this service will be off duty within 12 hours. In the interest of the award the Company agrees to maintain an objective of having crews complete their tour of duty within the 12 hours.

This confirms our understanding that in instances where specific problems arise, discussions will take place between the General Chairman and the General Manager in an effort to resolve them. In the event there is no resolution at the General Chairman and General Manager level, the Vice President of the Union may refer the matter to the office of the Vice President, Industrial Relations.

Yours truly,

L. H. Olson  
Chairperson  
Canadian Council of Railway  
Operating Unions (UTU)

T. G. Hucker  
Secretary/Treasurer  
Canadian Council of Railway  
Operating Unions (BLE)

Montreal, May 17, 1988

From: L. A. Clarke

To: Messrs. J.A. Lynn  
E.S. Cavanaugh  
J.M. White

This has reference to discussions during negotiations with respect to U.T.U./B.L.E. Demand No. 13 relating to payment of wages lost due to attendance at medical or rules examinations.

The General Chairmen have alleged that occasions have arisen wherein the working schedule or location of an employee has prevented him from such attendance on his off-duty time and he has accordingly been required to lose time to attend. They were informed that the Company scheduled rules classes and examinations at locations and times that would permit employees to attend during their off-duty time. They were also informed that the office hours of Company medical officers were such that employees should be able to arrange appointments between tours of duty or when off for miles. The demand was accordingly not acceded to.

The General Chairmen were advised, however, that if unusual circumstances prevail whereby employees cannot arrange such examinations in their off-duty time, they should so inform the Company in order that appropriate action can be taken to permit their attendance. This should be done as far as in advance of the necessity for the medical report or new rules card as possible.

Please ensure that all concerned are made aware of the contents of this letter, a copy of which is being given to the General Chairmen.

L. A. Clarke  
Manager, Labour Relations

c.c. Messrs G. Wynne  
T.G. Hucker

**ARTICLE 6**  
**WORK RELATED EQUIPMENT**  
**Handling Radio & Documentation**

- 6.01 The Company may assign personal light weight portable radios to operating employees, including yardmasters, for the performance of their duties.
- 6.02 Employees who are issued or assigned such radios are expected to be responsible for its care and custody, while such equipment is assigned to them.
- 6.03 Employees must ensure that such radios are in working order. Accordingly, radios which are not operating as required must be brought in for servicing. In such circumstances temporary replacement radios will be provided.
- 6.04 The Company will provide batteries and required maintenance or repairs at no cost to the employee.
- 6.05 Loss of or damage to assigned radios may be investigated and responsibility, if any, assessed on an individual basis.
- 6.06 The Company will not be subject to any additional wage claims when operating employees are deadheaded and transport their assigned radios, regardless of the mode of transportation used.
- 6.07 An employee will be required to return assigned radios at the request of the Company.
- 6.08 Employees, whether in active work service or deadheading, required to handle operating authorities or other documentation pertaining to their own trains shall not be entitled to any additional compensation by reason thereof.

**ARTICLE 7**  
**WAYFREIGHT SERVICE**

- 7.01 Archived. (Formerly a).
- 7.02 Through freight or mixed train engineer making more than 5 stops to take on or set out a car or cars, or who makes more than 10 switches en route or a combination of 7 movements of such service, will be paid wayfreight rates for the trip.  
  
Example of Combination: Picking up or setting off cars at 2 stations and making 5 switches en route (in turnaround service the switching at turnaround points shall be considered as switching en route).
- 7.03 For wayfreight rates see Clause 1.08.

## **ARTICLE 8**

### **ROAD SWITCHER SERVICE**

**20.1** Assignments operating on turnaround basis within an area of 30 main track miles from the outer main track switch or designated point in any direction from the initial starting point will be classified and assigned as Road Switcher Service. Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement to extend the area beyond 30 main track miles in any individual road switcher assignment. In the event that this is not resolved at the local level, it may be referred to the General Chairman by the General Manager.

**8.02** For Road Switcher rates see Clause 1.16.

**8.03** Engineers assigned to such Road Switcher Service will perform all service required and may be run in and out and through their regular assigned terminals, without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from shop track to shop track with time and one-half after 8 hours, exclusive of inspection time.

**8.04** Engineers assigned in Road Switcher Service, who do not lay off of their own accord, will be paid not less than 2600 miles per month at Road Switcher Rates, inclusive of all earnings. In the event of an assignment being discontinued or created during any month, engineers will be paid their proportion of the monthly guarantee on the calendar day basis for each day held in the assignment.

**8.05** Engineers in Road Switcher Service will be allowed 20 minutes for lunch between 4 and 5 ½ hours after starting work without deduction in pay on advising the RTC at least 1 hour in advance. Engineers will not be required to work longer than 5 ½ hours without being allowed 20 minutes for lunch, with no reduction in pay or time therefore.

Note: The term "Road Switcher" as used above does not apply to passenger, work or mixed train assignments. Clause 33.04 will not apply to Road Switcher assignments.

**8.06** Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement for a Road Switcher assignment to have different bulletined starting times on different days of the week.

**8.07** An Engineer who is regularly assigned in Road Switcher service and who performs a complete tour of duty exclusively within the yard or switching limits, will be paid at yard rates of pay.

**20.1** Wherever practicable, road switcher assignments operating with multiple unit consists, the units shall be marshalled back to back.

## **ARTICLE 9**

### **WORK TRAIN SERVICE**

**9.01** The provisions of this clause shall apply to assigned and unassigned work train service and to other classes of road service when performing defined work.

**20.1** Work train service under the meaning of this Article is service performed in connection with

Maintenance, Construction, Betterment, Wrecking Train Service, Snow Plow, Flanger and Spreader Service.

### 9.03

- (1) The crew consist of a work train will be a Locomotive Engineer, Conductor and two Trainpersons, unless reduced under the terms of the Collective Agreement.
- (2) In wreck train service (road auxiliary service) a second Locomotive Engineer will be provided at locations to which relief cannot be readily supplied and where circumstances in which the hours on duty are known or expected to be extensive.

### 9.04

- (1) Actual mileage, initial and final time including switching, and overtime at straight time, will be paid at through freight rates when going to or from work, and this will not be included in time or mileage paid for at work.

East of Thunder Bay, when work trains are used in snow plow or spreader service, outside of terminals handled by yard crews, wayfreight rates will apply.

- (2) When the mileage of a work train, including running and working, exceeds 12-1/2 miles per hour, computed from the time crew leaves the outer main track switch or designated point at initial tie-up point until arrival at outer main track switch or designated point at final tie-up point, miles running and working, initial and final time including switching will be allowed. Initial time will not be used to make up a minimum day.
- (3) Actual mileage going to and from work as specified in this clause means mileage run at the beginning of the day from the tie-up point to the first point of work and mileage run at the end of the day from the last working point to the tie-up point. Such working points are the respective locations where maintenance or betterment work, wrecking train, snowplowing or spreader service is being or is to be performed on the Company's facilities or right of way. Mileage to work will commence at the point where initial time ends and mileage from work will end at the point where final time begins.
- (4) Ballast pit will be considered as working point only for crews who work exclusively in such pit. Where a ballast pit is located within 2 miles of the switching limits or outer main track switch at tie-up points, the ballast pit will be considered as part of the tie-up point.

### 9.05

- (1) Work train service of 7 days or more duration will be advertised and made a regular assignment. Bulletins will be posted 7 days in advance of the scheduled starting date of the assigned work train, specifying, as closely as possible, the subdivision(s) on which the work is to be performed, the nature of the work, and the scheduled work and rest days of the assignment.
- (2) In the event of an assigned work train moving from one subdivision to another subdivision which was not advertised in the original bulletin, the assignment will be considered discontinued and the train, if required over 7 days, will again be bulletined. Work train assignments will not be bulletined working on subdivisions under different jurisdictions of territory on a seniority district except by prior mutual agreement.
- (3) Work train service of less than 7 days will be handled by through freight crews, except as otherwise provided under Local Agreement.
- (4) Assignments will be filled by the senior classed Locomotive Engineer, Conductor and Trainperson(s), working within the respective crafts applying, subject to qualification. In the event no applications are received the positions will be filled under the terms of the Collective Agreement.

- (5) When an assignment is discontinued, Locomotive Engineers, Conductors and Trainpersons affected shall have choice of assignment according to seniority and other applicable rules.
- (6) Unless senior Locomotive Engineers, Conductors, and Trainpersons desire otherwise, assigned work trains will be manned by junior qualified employees in the respective classes of service. Senior employees will not be required to hold unassigned work trains when Junior employees are available. When two or more work trains are worked at the same point, the senior classed running trade employees will have the choice of which assignment they will work.
- (7) The Company will not be put to any extra expense if, as the result of the exercise of seniority, an employee is displaced by another.

**9.06** Assigned work trains will be scheduled to suit service requirements and assigned days off may be adjusted accordingly, e.g. 5 days on and 2 days off when scheduled on a weekly basis; 10 days on and 4 days off when scheduled on a bi-weekly basis. For every 5 days of operation crews will be entitled to two (2) assigned days off. Days off will be consecutive but will not necessarily be allotted in every week or on the same days of the week for the life of an assignment.

Arrangements may be made between Local Company Officers and Local Chairmen to amend the application of this clause to accommodate local operating requirements, such as the establishment of a 4 day assigned work train should circumstances dictate. Any such assignment should provide monthly mileage beyond the guarantee level referred to in clause 9.16.

**9.07** Work train crews will be notified on their last working day prior to scheduled rest days if the service is required on a rest day. If so required, the assigned crew members will be given the option to work on the assigned days off, with payment as specified in Clause 9.04.

**9.08** Work train crews assigned to work train service will not be regarded as subject to call for other work during their layover periods unless they signify in writing their desire for spare work. They will not be so used when spare men are available. Work train crews will not be considered absent when unavailable for other work on their designated days off.

**9.09** Work train crews assigned to regular assignments will not be compelled to work assignments during a temporary suspension of the assignment for less than three days, except in cases of wrecks or when no other crews are available.

**9.10** Should a crew called exclusively in assigned or unassigned work train service be required to handle revenue freight cars other than those required to be moved in connection with the work service being performed, such crew shall be paid not less than 100 miles at through freight rates for such service in addition to and irrespective of compensation provided for the assigned work train service.

**9.11**

- (1) Work train crews engaged in any service covered by and paid for under the provisions of this Article may be laid up at intermediate points at the end of their day's work when necessary to do so.
- (2) When laid up at an intermediate point suitable sleeping and eating accommodation will be provided for Work train crews. Work train crews in work train service when laid up at other than a terminal will be paid continuous time if sleeping accommodations are not provided. When in wreck train service suitable sleeping accommodation may be provided

on auxiliary.

- (3) Work crews will be provided transportation to their home terminal on scheduled rest days and return transportation to the tie-up point of the work train following their rest days, unless other arrangements have been mutually agreed to.
- (4) Work train crews will be given an opportunity for meals at reasonable times. Crews will not be required to be on duty for extended periods of time prior to being given an opportunity to take a meal break. Opportunities for meal breaks will be granted upon reasonable notice, one hour being deemed sufficient, from the crew of their desire to be provided with a meal break. Requests for meal breaks can be made any time after four hours on duty, in no case will the work train crew be required to work longer than six hours without being provided a meal break. It is not intended that this clause will be used to unduly disrupt work train operations or the opportunity to take a meal break.
- (5) Where boarding car facilities include facilities for providing meals to maintenance of way employees involved in the work associated with the work train, work train crews will be allowed to take their meals in such facilities. It is understood that this will not interfere with the service required from the work train to assist in the betterment work being performed where and when required.

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

**9.13** Road crews shall have the right to man work trains that are operated partly within terminal switching or yard limits and partly on the road adjoining. Where 2 or more crews are employed in work train service operating partly within terminal switching or yard limits and partly on the road adjoining, a division of such work shall be arranged between road and yard employees, if it is possible to divide the work so as to leave a yard crews within terminal switching or yard limits. It is understood that this will only apply when it can be arranged to work a yard crew to advantage with switching, making up trains or similar work. Yard employees will have the right to man all work trains operated exclusively within the recognized confines of yard or switching limits.

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

**20.1** Locomotive Engineers, Conductors, and Trainpersons called for through freight and wayfreight service will be paid for work train service en route when time occupied exceeds 1 hour, and time so paid for will not be included in computing overtime. Payment will be at the rate of the class of service called in.

In computing time occupied in work train service en route under this clause when this service is performed at a slow rate of speed, time occupied less normal running time between the points where work begins and ends, will be regarded as time occupied in work train service.

**9.16** Provided they do not lay off of their own accord, Locomotive Engineers, Conductors, and Trainpersons assigned to work train service will receive a monthly guarantee of 3100 miles. In the event of an assignment being discontinued or created during any month, crews will be paid their full proportion of the guarantee for each day held in the assignment.



- 9.17** Road service employees being called for unassigned work train service will be advised, at the time of call, whether the trip will be in straight-away or turnaround. They will also be made aware, to the extent possible, of how many days they may be required to be tied up en route. This will be done to allow the crew members to plan for the proper amount of food and clothing to bring with them.

In the application of this rule it is recognized that unexpected situations which cannot be foreseen at the time of call, whereby the anticipated duration of the work train service would be required to be changed, could occur.

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

## **ARTICLE 10 CALLED AND CANCELLED**

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

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

- 11.01** Engineer in pool freight and in unassigned service held at other than home terminal longer than 11 hours without being called for duty will be paid minimum passenger rates on the basis of 12-1/2 miles per hour for all time held in excess of 11 hours except that in cases of wreck, snow blockade or washouts on the subdivision to which assigned, Engineers held longer than 11 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.

In lieu of the provisions contained in the foregoing paragraph, Engineer in pool freight and in unassigned service working on a territory on which the Company has implemented conductor-only train operations, held at other than the home terminal longer than 10 hours without being called for duty will be paid minimum passenger rates on the basis of 12-1/2 miles per hour for all time held in excess of 10 hours except that in cases of wreck, snow blockage or washouts on the subdivision to which assigned, Engineers held longer than 10 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.

- 11.02** Should an Engineer be called for service or ordered to deadhead after pay begins, held-away-from-home terminal time shall cease at the time pay begins for such service or deadheading. It is understood that when an Engineer who is an excess lay is being deadheaded, payment of held-away-from-home terminal will continue until the deadheading trip commences, without any overlapping or duplication of payment.
- 11.03** Payment accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading.
- 11.04** For the purpose of applying this Article the Company will designate a home terminal for each Engineer in pool freight and in unassigned service.
- 11.05** Except in cases of wrecks, snow blockades or washouts on the Subdivision to which assigned, Engineer on assigned run held at away-from-home terminal awaiting his train delayed beyond the advertised time of departure will be paid for all time so held if more than 5 hours. Five hours or less not to count. If held over 5 hours, payment to be made at 12-1/2 miles per hour for each hour over the said 5 hours at minimum passenger rate. Payment under this Clause will cease when Engineer is required to report for duty.
- 11.06** Miles paid under the terms of this Article will not be included in calculating miles used for the purpose of regulating pool complement.

<p><b>ARTICLE 12</b> <b>ELECTRIC LOCOMOTIVE, DIESEL-ELECTRIC, EITHER</b> <b>MULTIPLE UNIT OR SINGLE</b></p>
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<p><b>ARTICLE 12A</b> <b>SECOND ENGINEER IN PASSENGER SERVICE</b></p>
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**12A.01** A second Engineer shall be employed on all locomotives in passenger service provided that the term "locomotive" does not include any of the following:

- (1) Electric car service operated in single or multiple units.
- (2) Gasoline, diesel-electric, oil-electric or other rail motor cars which are self-propelled units (sometimes handling additional cars) but distinguished from locomotives in having

facilities for revenue lading or passengers in the motor car.

#### **12A.02 (1) Rate of Pay**

Second Engineer in passenger service will be paid at the minimum rate for passenger service specified in Article 1.01.

#### **(2) Minimum Day for Second Engineer**

The earnings of a Second Engineer in passenger service from mileage, overtime or other Rule applicable, for each day service is performed, shall not be less than as shown in Article 1.10.

#### **12A.03 Initial Terminal**

Second Engineer in passenger service will appear on duty at designated shop track or change-off point for time ordered for and sign appearance book. Second Engineer will be paid initial terminal time including switching on the minute basis at pro rata rates from time ordered for until departure from station at initial terminal.

#### **12A.04 Road Miles and Road Time**

- (1) Road miles will be the distance from the station at initial terminal to the station at final terminal. Road time will commence on departure from initial station and will end on arrival at the final station.
- (2) 100 miles or less (Straightaway or turnaround) 5 hours or less, except as provided in paragraph (3) of this Clause shall constitute a day's work, miles in excess of 100 will be paid for at the mileage rate provided.

Second Engineer making less than 100 miles will be liable for further service to the extent of 5 consecutive hours, at the rate of 1 hour for each 20 miles; 20 miles to count as 1 hour's service. Should Second Engineer be used out of the initial point after completing a day of 5 hours, or 100 miles, a new day will commence.

- (3) Regularly established passenger runs less than 100 miles one way shall be considered as continuous runs, from time ordered for, until laid up at end of the day and shall be paid at the rate of 12-1/2 miles per hour and overtime pro rata, with a minimum of 100 miles per day exclusive of initial terminal time first trip; but if the miles run or the miles run and the service performed and switching, together with all time held at terminal and turnaround points between trips where engines are not turned over to enginehouse staff, combined at the end of day, exceed 12-1/2 miles per hour, then the mileage will be paid; Company to say when and where the day's work starts. Starting points of runs now established not to be changed unless warranted by change of time.

One hour, to include switching or other service performed, is to be allowed as a minimum at each turnaround point where there is one hour or more elapsed time between arrival and departure time of the train.

Note: While it is not the intention of the rule that greater compensation should be paid than is required under the conditions mentioned for either total or elapsed time, or mileage made, and for time held and service performed at terminals or turnaround points with a minimum of 1 hour at turnaround point, as stated above,

the time allowance at turnaround points cannot be held at any stated minimum as the rule clearly indicates that a Second Engineer is entitled to have figured in his compensation the total time required to be on duty. Therefore, if at the turnaround point, the station is located some distance from the roundhouse, and

particularly at an engine maintaining point, the Second Engineer is held at the station some time until the train is switched and then the time occupied in getting to the enginehouse, and registering off duty exceeds 30 minutes, and the service required moving in the opposite direction also exceeds 30 minutes, the Second Engineer is properly entitled under the rule to time allowance for the full time required, whether or not such time exceeds a total of one hour.

Where an engine is not turned over to enginehouse staff, a chargehand or a watchman at turnaround points, the Engineer or Second Engineer will not be relieved one by the other and considered off duty at such points.

Second Engineers regularly assigned in short turnaround passenger service between Montreal and Rigaud, Montreal and Vaudreuil, Montreal and Ste. Therese and Montreal and Farnham, who are available for service for the entire month and who do not lay off of their own accord will be paid not less than 4,000 miles per month exclusive of General Holiday pay. Second Engineers who work only a portion of a month on any assigned run will be paid not less than their full proportion of the monthly guarantee pro rated according to the number of days they work as related to the number of days the run is scheduled to work in the month.

- (4) Second Engineer on other passenger run shall be paid overtime on the minute basis at the rate of 20 miles an hour computed from the time of departure from the initial station until arrival at the final station. Overtime shall be computed on the basis of actual overtime worked or held for duty except that when minimum day is paid for the service performed overtime shall not accrue until the expiration of 5 hours from the time of departure from initial station.

#### **12A.05 Final Terminal**

Second Engineer will be paid final terminal time, including switching, on the minute basis at pro rata rates from time of arrival at station or change-off point until released from duty. Final terminal time shall be included in making up short day.

#### **12A.06 Seniority**

Except as otherwise provided hereunder, normal promotion rules will prevail in filling positions of Second Engineer:

- (1) Engineers who are restricted due to medical reasons and who are thereby prohibited from operating a locomotive in road service who cannot secure a Second Engineer's assignment or Yard Engineer's assignment at their home or auxiliary station through the normal exercise of seniority, will be given preference in the manning of a Second Engineer's position at their home or auxiliary station irrespective of seniority rules. Engineers who are restricted due to discipline and who are thereby prohibited from operating a locomotive in road service must first displace a junior yard Engineer at his home or auxiliary station; if unable to so displace, he must displace a junior employee working as Second Engineer in passenger service at his home or auxiliary station; if he is still unable to obtain a position at his home or auxiliary station, he will be given preference in the manning of a Second Engineer's position at his home or auxiliary station irrespective of seniority rules, except that he will not have preference over

medically restricted Engineers. In the event such restricted Engineer is unable to obtain a position at his home or auxiliary station as provided above, he will be required to displace on the same basis to other locations on his promotion district to the extent that such positions are available at other locations on the promotion district.

(2) A Second Engineer in passenger service desiring to do relief work on temporary vacancies of 7 days or less as Locomotive Engineer on the assignments on which he is employed as Second Engineer shall so notify the appropriate officer of the Company in writing and if not otherwise restricted will fill such temporary vacancies unless filled by a senior Engineer in accordance with Article 26 Clause (k)(1).

(3) In the event temporary vacancies of 7 days or less occur in both Locomotive Engineer and Second Engineer's positions in passenger service, the senior Engineer unless restricted filling the vacancies will operate the train as a Locomotive Engineer.

**12A.07** The following Articles in the Collective Agreement, to the extent they are not in conflict with the above provisions, will also apply to Second Engineers in passenger service: Article 5, except Clause 5.09; Article 10; Article 11; Article 13; Article 14; Article 16; Article 17; Article 18; Article 19; Article 21; Article 22; Article 23; Article 25; Article 26; Article 27; Article 28; Article 29; Article 30, except Clause 30.09; Article 31; Article 32; Article 33; Article 34; Article 35; Article 36; Article 37; Article 38; and Article 40.

November 22, 1985

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

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

Dear Sirs:

This has reference to the handling of requests from Running Trades employees for changes in any restrictions which may have been imposed in respect of the position or class of service in which they may work.

Such restrictions may, of course, be temporary or permanent dependent on the medical condition of each employee.

Although the Company will not initiate further medical reviews of such employees, the Chief Medical Officer is prepared to re-assess the restriction whenever medical evidence can be produced indicating a significant change in the employee's condition. Such review would require a report from the employee's physician to the Chief Medical Officer, describing in detail the changes in the employee's medical condition along with sound evidence that the condition which was the cause for the restriction will not recur. The employee's physician should also indicate his understanding of the requirements of the employee's work and how it impacts on the employee's medical problem. When indicated, the employee may be invited to submit additional reports from specialists, or the Company may seek the opinion of an outside consultant in order to arrive at an informed conclusion.

It must be recognized, however, that, inasmuch as the safety of himself, his fellow employees and the public is dependent on the constant attention and physical fitness of a Running Trades employee, every precaution must be taken to ensure that, whenever reasonable concern exists that he might be subject to sudden incapacity, he be employed only in positions and under conditions where such an occurrence would not have serious implications.

Requests for changes in the nature of a Running Trades employee's restriction will be reviewed by the Chief Medical Officer in the light of these criteria. In all instances, requests for review of medical restrictions sho supervisor and the employee will be advised by his supervisor of the results of the reassessment.

Yours truly,

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

## **ARTICLE 13 DOUBLING**

**13.01** Mileage made doubling or assisting other trains will be added to the mileage of the trip.

## **ARTICLE 14 PILOTING**

**14.01** An Engineer in charge of an engine ordered over a subdivision with which they are not familiar will be furnished with a competent pilot. An Engineer will be used as pilot when available.

**14.02** When used as a pilot an Engineer shall be paid for initial terminal time, road miles or road time, final terminal delay and final inspection time at the rate of pay applicable to the class of power used and class of service in which the piloting service is performed.

## **ARTICLE 15 RUNNING OFF MAINLINE**

**15.01** Mileage or hours made, whichever is greater, when engine is run more than one mile off main track will be added to mileage of trip.

## **ARTICLE 16 RESTHOUSE FACILITIES**

**16.01** Resthouses will be provided for Engineers at their objective terminal on the following basis:

- (1) Where accommodation is shared with trainmen in new or enlarged resthouses, such resthouses will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Single occupancy bedrooms, with a floor area of 80 square feet, equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, opaque window blinds, will be provided in addition to existing resthouses and in new resthouses. Beds will be of standard, single size with spring-filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove and oven facilities, utensils, dishes, soap, towels and power ventilator.
- (2) Resthouses will be maintained in a clean and sanitary manner by personnel other than engineers. Engineers will cooperate in keeping resthouses in a clean and orderly condition. Engineers using cooking utensils and dishes will be responsible for leaving same in a clean condition. When practicable resthouses will be located in a quiet area convenient to the point where Engineers usually report on and off duty. Resthouses will be air conditioned within a period not exceeding two years from the date that construction is completed except that the existing structures at White River, Windsor and St. Luc will not be air conditioned.

- 16.02** Other resthouse accommodation will be equipped with spring beds, mattresses, blankets, sheets, pillows, and pillow cases as well as cooking facilities and utensils, if necessary. Clean laundered sheets and pillow cases shall be supplied to each new occupant. Resthouses will be kept in good condition. Mattresses replaced because of normal wear will be spring-filled.
- 16.03** The use of resthouses will not be restricted to Engineers.
- 16.04** At terminals where circumstances warrant, arrangements will be made between the Local Chairman and the designated Company Officer for the provision of transportation for Engineers between the resthouse or point of reporting for duty and the point where the Engineer takes charge of the locomotive and between shop track or change-off point where locomotive is run through the terminal and the point of reporting off duty or the resthouse.
- 16.05** The Company may elect to provide sleeping accommodation in a hotel, motel or other suitable place.
- 16.06** Specific concerns which the Union may have with respect to the condition or maintenance of any resthouse shall be advanced to the designated Company Officer by the Local Chairman or his designate. The designated Company Officer shall investigate to determine what areas, if any, may require attention and where necessary, correct the situation and advise the Local Chairman and his designate, in writing, of the results of the investigation. Unresolved issues may be brought to the attention of the General Chairman and the General Manager for further handling.

<p><b>ARTICLE 17</b> <b>ANNUAL VACATION WITH PAY</b></p>
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**Section 1**

- 17.01** An employee who at the beginning of the calendar year is not qualified for vacation under clause 17.02 will be allowed 1 calendar day's vacation for each 26 days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of 2 weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.02.
- 17.02** Subject to the provision of Note 1 below, an employee who, at the beginning of the calendar year, has completed 3 years continuous service and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of 1 calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of 3 weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.03.



Note 1: An employee covered by Clause 17.02 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he has rendered compensated service in 40 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.01. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**20.1** Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year has completed 10 years continuous service and who has rendered compensated service in 100 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.04.

Note 2: An employee covered by Clause 17.03 will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he has rendered compensated service in 110 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.02. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**17.04** Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has completed 18 years' continuous service and who has rendered compensated service in 180 calendar months calculated from date of entering service, shall have his vacation scheduled on the basis of one calendar days vacation for each 10-1/2 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.05.

Note 3: An employee covered by Clause 17.04 will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent service anniversary date he has rendered compensated service in 190 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.03. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**17.05** Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has completed 28 years continuous service and who has rendered compensated service in 280 calendar months calculated from date of entering service, shall have his vacation scheduled on the basis of 1 calendar day's vacation for each 8-1/2 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of 6 weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

Note 4: An employee covered by Clause 17.05 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he has rendered compensated service in 290 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.04.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

In the application of this Clause 17.05 the Company shall have the option of scheduling an employee for 5 weeks' vacation in weekly allotments with the employee being paid in lieu of the sixth week at 2% of his gross wages during the preceding calendar year.

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

**17.07** An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company Officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the proper officer of the Company and the local Chairman of the Brotherhood.

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

**17.09** An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company re-schedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is re-scheduled under Clauses 17.07 and 17.08, he shall be given at least 3 weeks' advance notice of such re-scheduling and will be entitled to the following penalty payment in addition to vacation pay:

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

The re-scheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Clause does not apply where re-scheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

## Section 2

**17.10** An employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with shall be paid for any vacation due him up to the time of termination of his service calculated as provided for in Section 1. Any such employee who is not qualified for any vacation days due to not meeting the qualifications

for such days as prescribed in Clauses 17.01, 17.02, 17.03, 17.04, 17.05 in respect of the year in which his service is terminated shall be paid a vacation allowance of 4%, 6%, 8%, 10%, or 12%, whichever is applicable, of his gross wages in that year.

- 17.11** An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.
- 17.12** In the event of death of an employee, vacation pay to which he is entitled up to the time of his death, will be paid to the estate of the deceased.
- 17.13** An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on 2 weeks' notice vacation pay due him at any time during the ensuing year prior to being recalled to service.
- 17.14** In filling vacancies created by employees on vacation with pay, as provided in this Article, the schedule rules will apply unless otherwise mutually agreed upon between the General Chairman and the General Manager.
- 17.15** Time off on account of vacation under the terms of this Article will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

### **Section 3**

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

### **Section 4**

- 17.17** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation. Engineers not working full-time as such at the time vacations are allotted, will have their Annual Vacation scheduled on the basis of their seniority in the class of service in which they performed a preponderance of work in the preceding year.
- 17.18** Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Company.
- 17.19** Employee entitled to 1 or 2 weeks vacation must take such vacation in a continuous period. An employee entitled to 3 weeks vacation may, provided proper application is made prior to January 15th, and there is no additional expense to the Company, take his vacation in 2 portions, neither of which will be less than 1 week.

Similarly, an employee entitled to 4 or more weeks vacation may take such vacation in weekly increments, provided there is no additional expense to the Company.

### **Section 5**

**17.20** Employees desiring an advance vacation payment must make application for same not later than 5 weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

**Letter # 1 - Flat Lining of Annual Vacation**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This pertains to our discussions during the current round of collective bargaining regarding the flat lining of annual vacation.

Upon the receipt of the annual vacation allotment and the list indicating preponderance of service for the Running Trade Employee, per terminal, mutual agreement between the local Union representatives and the Company will determine the following:

- The flat-line number of employees who will be allowed to go at any one time, per terminal.
- Further accommodations during the peak annual vacation periods will be provided dependent upon traffic fluctuations.

Article 67, Annual Vacation, section four of the UTU West and Article 17, Annual Vacation With Pay, section four of the BLE West will continue to apply, regarding seniority and preference.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

November 22, 1985

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

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

Dear Sirs:

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

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

Yours truly,

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

I concur:

I concur:

G.N. Wynne  
General Chairman

L.F. Berini  
General Chairman

# ARTICLE 18

## GENERAL HOLIDAYS

### Section 1

**18.01** An employee who qualifies in accordance with Section 2 hereof shall be granted a holiday with pay on each of the following General Holidays:

#### All Provinces

New Year's Day

The day after that on which New Year's Day is observed, except that when New Year's Day falls on a Friday, this General Holiday will be observed on the following Monday.

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

#### Quebec

St. Jean Baptiste Day (In substitution for Remembrance Day)

The first Monday in August

#### Ontario

Civic Holiday (The first Monday in August)

Remembrance Day

Note: If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the First Monday in August in the Province of Quebec and the day after that on which New Year's Day is observed in all other Provinces.

If in any Province or part thereof a holiday is more generally recognized than any one of the holidays specified above, either party to this agreement may request substitution thereof, and if agreed, substitution will be made. If the parties fail to agree on which holiday is more generally recognized, the dispute will be submitted to the Canadian Railway Office of Arbitration for final decision. When any of the above holidays falls on Saturday or Sunday, the day observed by the Federal Government in respect of its employees as the holiday shall be recognized.

For Engineers operating between terminals in Ontario and Quebec, the holidays specified for the Province of Ontario apply to Engineers working an assignment or runs, the home terminal of which is in the Province of Ontario. Those specified in the Province of Quebec apply to engineers working on assignments or runs the home terminal of which is in the Province of Quebec.

No Engineer shall as a consequence of transferring from one province to another be entitled, if qualified to less or more than a total of 11 General Holidays in any

year.

Examples 1 & 2 archived.

## **Section 2**

**18.02** In order to qualify for pay on any one of the holidays specified in Section 1 hereof, an employee must have been in the service of the Company and available for duty for at least 30 days and, in addition:

- (1) Commence a tour of duty on the General Holiday; or
- (2) unless cancelled, must be available for duty on such holiday if it occurs on one of their work days, excluding vacation days. (This sub-clause does not apply in respect of an employee who is suffering from a bona fide injury, who is hospitalized on the day of the holiday, or who is on weekly indemnity benefits on the day of the holiday or subsequently qualifies therefor because of illness on such holiday); and
- (3) must be entitled to wages for at least 12 tours of duty during the 30 calendar days immediately preceding the General Holiday. An assigned working day on which a regularly assigned employee is cancelled shall be considered as a day on which such employee is entitled to wages in computing the 12 tours of duty in respect of which an employee must be entitled to wages under the provisions of this Clause (3).

Note: Provided that an employee is available for work on the General Holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly indemnity benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause (3).

## **Section 3**

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

## **Section 4**

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

## **Section 5**

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

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

- (1) be paid, in addition to the pay provided in Clause 18.05 hereof, at a rate equal to one and one-half times their regular rate of wages for the shift or tour of duty worked by them on that holiday. When more than one shift or tour of duty is worked by an employee on a General Holiday, the provisions of this Clause (1) shall apply to the first shift or tour of



duty only; or

- (2) be paid for work performed by him on the holiday in accordance with the provisions of the Collective Agreement, and in addition shall be given a holiday with pay at the rate specified in Clause 18.05 above on the first calendar day on which the employee is not entitled to wages following that holiday.
- (3) Notwithstanding the provisions of Clause (2) above, a Locomotive Engineer who works a shift in yard or transfer service on a General Holiday shall be paid in accordance with the provisions of Clause (1) of this Section 5, Clause 18.06.

#### **Section 6**

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

#### **Section 7**

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

#### **Section 8**

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

### **ARTICLE 19 BEREAVEMENT**

- 19.01** Upon the death of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, step-parent, grandparent, spousal grandparent (effective January 1, 2000), grandchild and step-grandchild (effective January 1, 2001) 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.
- 19.02** Where there are extenuating circumstances, such as to schedule the leave in order to attend the funeral, the commencement of bereavement leave may be delayed upon authorization of the employee's supervisor.
- 19.03** In the application of this Article, an employee's spouse is defined as the person who is legally married to the employee and who is residing with or supported by the employee, provided that if there is no legally married spouse that is eligible, it means the person that qualified as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the employee.

## **ARTICLE 20 LEAVE OF ABSENCE**

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

## **ARTICLE 21 SENIORITY**

**21.01** Archived (formerly (a))

**21.02**

- (1) Employees will establish a seniority date on the applicable Locomotive Engineer Master Seniority Lists (Algoma, Ontario South & Quebec), based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the Interchangeable Master Seniority List (UTU).
- (2) A final Locomotive Engineer training bulletin will be issued for employees who were hired on or prior to June 4, 1992. Successful applicants to this bulletin will establish a seniority date on the applicable Locomotive Engineer Master Seniority List, based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the Interchangeable Master Seniority List (UTU).
- (3) Upon the closing of the final bulletin, all employees hired between June 5, 1992 and July 14, 1995 inclusive, whose names do not already appear on the list, will be placed on the applicable Locomotive Engineer Master Seniority List, in the same order as they appear on the Interchangeable Rights Master Seniority List (UTU).
- (4) Employees placed on a Locomotive Engineer Master Seniority List, shall have prior rights to all Locomotive Engineers work on their seniority district and shall be trained in seniority order.

Note: This does not provide non-prior rights Locomotive Engineers with prior rights within their respective Master Seniority Lists.

- (5) Employees hired after July 14, 1995 will only establish seniority on the Locomotive Engineer National Seniority List, based upon their seniority on the Interchangeable Rights Master Seniority List (UTU).

**21.03** Archived (Formerly (b))

**21.04** A seniority list of Engineers in promotion order will be kept posted in each booking-in office, reissued in January of each year and a copy will be furnished to the Local

Chairman and General Chairman. No protest against an Engineer's standing thereon shall be heard unless it is entered within 60 days after the first appearance of their name on the list.

- 21.05 Archived (formerly (d))
- 21.06 Archived (formerly (e))
- 21.07 Archived (formerly (f))
- 21.08 Archived (formerly (g))
- 21.09 Archived (formerly (h))
- 21.10 Engineer transferred from one promotion district to another or from another railway will rank as junior Engineer,
- 21.11 Engineer loaned from one promotion district to another will be returned or properly transferred within one year. If transferred, his seniority standing will be the date of his first service as Engineer on the promotion district to which he is transferred.
- 21.12 Engineer employed by contractor will have no seniority standing. Engineer assigned by the Company to contractor's service will retain his seniority.
- 21.13 Preference in manning new lines, or extensions, will be given Engineers on promotion districts from which new lines divert. In future when new lines connect two promotion districts they will be manned by Engineers taken equally from each district, having regard to seniority, dating from time of entering the service as Engineers, and such Engineers will then rank with the Engineers on the promotion district to which they have been transferred, according to their seniority as Engineers. Diversions of existing lines will not be affected by this Clause.
- 21.14 **Accommodation and Meal Allowance for Engineers Forced from One Main Home Terminal to another on their Seniority District.**
  - (1) An Engineer forced to move from one main home terminal to another main home terminal on their seniority district on a temporary basis pursuant to the provisions of this Article and who does not move their residence to or maintain their residence at the terminal to which they are forced shall be entitled to a living allowance of \$20 per day when accommodation in a resthouse is supplied by the Company. If such accommodation is not supplied by the Company the allowance shall be \$30 per day. Should an Engineer so forced, not return to their home terminal when they stand for work as an Engineer at that terminal, when they are no longer the senior demoted Engineer, or when they are released at the terminal to which forced as a result of a reduction in the Engineers' working list at that terminal pursuant to the provisions of Paragraph 4 of the Letter of Understanding dated September 1, 1972, they shall be deemed to have transferred voluntarily and their entitlement to the living allowance cited above shall cease forthwith.
  - (2) Engineers forced to move from one main home terminal to another main home terminal on their seniority district on a temporary basis pursuant to the provisions of this Article shall be paid for deadheading between such terminals under the provisions of Clause 5.02. Should an Engineer so forced return to their home terminal when they stand for work as an Engineer at that terminal or when they are no longer the senior demoted Engineer they shall not be paid for deadheading back to their home terminal nor shall the senior demoted Engineer forced to that terminal to replace such Engineer be paid for deadheading to that terminal.

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

- Montreal
- Smiths Falls
- Toronto
- Hamilton
- London
- Mactier
- Sudbury
- Chapleau
- Schreiber

**21.16 Union Security**

- (1) Employees holding permanent, Company supervisory positions before July 4, 1995, who also hold seniority rights in any craft represented by the Council or its' constituent Unions, will continue to accumulate bargaining unit(s) seniority to July 14, 1996, after which time their seniority will no longer accrue.
- (2) Any employee appointed to a permanent Company supervisory position on or subsequent to July 14, 1995, who also holds seniority rights in any craft represented by the Council or its' constituent Unions, will continue to accumulate bargaining unit(s) seniority for a period of one year following the date of their appointment, after which time their seniority will no longer accrue.
- (3) Any employee appointed to a Company supervisory position on a temporary basis, who also holds seniority rights in any craft represented by the Council or its' constituent Unions, shall continue to accumulate bargaining unit seniority in accordance with current practices.
- (4) For the purposes of this Article, the following positions are deemed not to be supervisory positions:
  - Positions of Referral Agent with the Employee and Family Assistance Program.
  - Division Trainers.

Any other such position that may be mutually agreed upon, from time to time, by the parties to this collective agreement.
- (5) For the purposes of this Article, a Company supervisory position on a temporary basis is defined as a company supervisory position, the holder of which is not entitled to the benefits under Canadian Pacific Railway's "Management, Supervisor, Professional, Specialist" program or such other program that may be employed by the Company in the future. The Company will, at the time appointments are made to Company supervisory positions from the ranks of any person holding seniority rights in any craft represented by the Council or its' constituent Unions, notify the Council, in writing, if such appointment is temporary or permanent.

- (6) After an individual appointed to a Company supervisory position under the provisions of 1) or 2) above is no longer accruing seniority pursuant to the provisions of this Article, their name will be removed from the next published seniority list(s), and placed in a separate column on such list and shown as "Seniority Frozen on ...." followed by the date on which the individuals seniority has been frozen.
  
- (7) An individual whose seniority has been thus frozen pursuant to this Article, who chooses to return to their former position in the bargaining unit, will, on the day they return to the bargaining unit, have their name placed back on the seniority list(s) in the position, relative to the amount of seniority they accumulated up to the point of having their seniority frozen. They will be notified, in writing, of what their new seniority number is and where they stand on the seniority list(s) relative to other individuals on such list(s), the date of their return to the bargaining unit as well as the date of their entry into service and the date their seniority was frozen, copies of which will be provided to the Council and posted in bulletin books over the entire Seniority District(s). They will immediately begin to accrue seniority from the date of their return to the bargaining unit and continue to do so in accordance with existing seniority rules.

**Letter #8 - Closed Period Commitment for Integrated Seniority List**

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This has reference to relating to various discussions during this round of negotiations concerning the need for integrated seniority lists on a system basis, as outlined in the letter dated July 14, 1995, titled SENIORITY INTEGRATION.

We are agreed that progress has been realized toward completion of this task , however the parties also concur that this remains as work in progress.

The parties will, during the first 90 days following ratification of the agreement, meet to finalize an integrated seniority list, adhering to those parameters outlined in our July 14, 1995 letter.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

## **ARTICLE 22**

### **GRIEVANCE PROCEDURE**

- 22.01** A wage claim not allowed will be promptly returned and the employee advised the reason therefore. If not returned to the employee within 30 calendar days the claim will be paid.

When a portion of a claim is not allowed the employee will be promptly notified and the reason given, the undisputed portion to be paid on the current payroll.

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

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

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

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

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

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

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

**Step 3 - Appeal to General Manager**

Within 60 calendar days from the date decision was rendered under Step 2, the General Chairman may appeal the decision in writing to the General Manager, whose decision will be rendered in writing within 60 calendar days of the date of appeal. The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of his decision proceedings are instituted to submit the grievance to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

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

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

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

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

**Step 2 - Appeal to General Manager**

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

The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of his decision proceedings are instituted to submit the grievance to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work, except that an appeal against the dismissal of an employee which does not involve a claim for payment for time lost, may be submitted to the Canadian Railway Office of Arbitration at any time within 2 years from the date of dismissal.

**22.04** Any grievance not progressed by the Union within the prescribed time limits shall be considered invalid and shall not be subject to further appeal. Where a decision on a grievance concerning the meaning or alleged violation of any one or more of the provisions of the Collective Agreement and in which a wage claim is involved, is not rendered by the appropriate officer of the Company within the prescribed time limits, the claim shall be allowed as presented but this shall not be considered as a precedent or waiver of the contention of the Company as to similar claims. Where a decision on an appeal against discipline imposed is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may be progressed to the next step of the grievance procedure.

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

<p><b>ARTICLE 23</b> <b>INVESTIGATIONS - DISCIPLINE</b></p>
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**23.01** When an investigation is to be held, each employee whose presence is desired will be notified, in writing if so desired, as to the date, time, place and subject matter.

- (1) The notification shall be provided not less than two days prior to the scheduled time for the investigation unless arrangements for a shorter notification time have been made between the Company Officer and the employee being investigated or the accredited representative of the Union.
- (2) The notification shall include advice to the employee of their right to have an accredited representative of the Union attend the investigation.
- (3) The notification shall include advice to the employee of their right to request witnesses on their own behalf. If the Company is agreeable and the witness is a Company employee, the witness will be at the Company's expense. If the Company is agreeable and the witness is not a Company employee, it will be at the Union's expense.
- (4) The notification shall be accompanied with all available evidence, including a list of any witnesses or other employees, the date, time, place and subject matter of their investigation, whose evidence may have a bearing on the employee's responsibility.
- (5) The Company shall include with notice to the employee a copy of information provided by the Union outlining name(s), addresses and telephone numbers of the Local Chairmen.
- (6) The employee will sign their statement and be given a copy of it.



- 23.02** Clause 23.01 (4) above will not prevent the Company from introducing further evidence or calling further witnesses should evidence come to the attention of the Company subsequent to the notification process above. If the evidence comes to light before commencement of the investigation, every effort will be made to advise the employee and/or the accredited representative of the Union of the evidence to be presented and the reason for the delay in presentation of the evidence. Furthermore, should any new facts come to light during the course of the investigation, such facts will be investigated and, if necessary, placed into evidence during the course of the investigation.
- 23.03** If the employee is involved with responsibility in a disciplinary offence, they shall be accorded the right on request for themselves or an accredited representative of the Union, or both, to be present during the investigation of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness.
- 23.04** Employees will not be disciplined or dismissed until after a fair and impartial investigation has been held and until the employee's responsibility is established by assessing the evidence produced. No employee will be required to assume this responsibility in their statement or statements. The employee shall be advised in writing of the decision within 20 days of the date the investigation is completed, i.e. the date the last statement in connection with the investigation is taken except as otherwise mutually agreed. Failure to notify the employee within the prescribed, mandatory time limits or to secure agreement for an extension of the time limits will result in no discipline being assessed.
- 23.05** An employee is not to be held off unnecessarily in connection with an investigation unless the nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual or to expedite the investigation, where this is necessary to ensure the availability of all relevant witnesses to an incident to participate in all the statements during an investigation which could have a bearing on their responsibility. Layover time will be used as far as practicable. An employee who is found blameless will be reimbursed for time lost in accordance with Clause 5.05.
- 23.06** When an employee is dismissed or resigns they shall within five days be paid, and as soon as possible on request be given a certificate of service.

### **23.07 Informal Handling**

- (1) The service record of the individual warranting, for the first offence of a minor nature the case may be handled in the following manner.
- (2) In the place of the formal investigation as provided for in the Collective Agreement an informal interview will be held to review the incident involved at which interview the employee may have an accredited representative of the Union present.
- (3) A record of the incident will be placed on the employee's file and a copy of same given to the employee.
- (4) This record on file does not constitute discipline but does establish that the incident took place. The fact that the incident occurred may be used by the Company in assessing the appropriate amount of discipline should repeat offences take place within a one year period.
- (5) The existence of this record on an employee's file will not be used at arbitration by either party if repeat offences do not take place within one year.

### **23.08 Admission Of Responsibility**

- (1) Where an individual admits responsibility for an incident where the penalty to be assessed is 10 demerit marks or less, and the individual chooses to waive the right to a formal investigation provided for in the Collective Agreement, discipline may be assessed without the need for such investigation.
- (2) In these circumstances an informal interview will be held to review the incident involved. If so desired, the employee may have an accredited representative of the Council present. Discipline will be issued within 20 calendar days of the interview.
- (3) No written record of the proceedings will be kept except for the discipline itself and the individual's written concurrence that the employee wishes to forego the formal investigation and admit responsibility.
- (4) By accepting the procedure provided for in this clause, the employee waives the right to grieve the discipline assessed under the provisions of the Collective Agreement
- (5) The Company will supply an employee who has agreed to utilize the admission of responsibility provisions of the collective agreement(s) with an additional copy of the admission form with written instructions that such additional form may be provided to the Local Chair for their information should the employee desire.
- (6) Any employee whose discipline record reaches 30 demerits or more, shall receive a written notification of their discipline status in regard to the Brown System of Discipline. A copy of this notification will be provided to the Local Chairman for their information.

### **23.09 Deferred Discipline**

- (1) This clause is intended to address an individual who has been found responsible for an incident in circumstances that by themselves are not dismissable, but which, due to the existence of demerit marks on the individual's record, would result in dismissal.
- (2) Where it is felt that the service record of the individual warrants their retention in employment, the employee may be assessed "deferred discipline".
- (3) Deferred discipline is a procedure whereby the discipline assessed will be annotated on the employee's file, but not added to their demerit mark total provided, for a period of one year following the issuance of the deferred discipline, the employee is discipline-free. Following one year of discipline-free service, the employee's discipline record will revert to its standing prior to the assessment of the deferred discipline.
- (4) If additional discipline is issued to the employee during the one year period, then the discipline which had been deferred will be added to the employee's discipline record.
- (5) Where it is determined that the situation warrants the assessment of deferred discipline, the employee will be so advised and will have three days in which to advise the Company that they wish to accept the deferred discipline. By so accepting, the employee will be waiving the right to grieve the discipline as provided for in the Collective Agreement. It is understood that for the purposes of rendering a decision, the date upon which the individual is advised that their discipline may be deferred will be regarded as the date upon which the Company has rendered its decision. If the individual indicates that they do not wish to accept the deferred discipline, or they have not replied within the three day delay, the discipline assessed will be immediately added to their discipline record.

- (6) Within 30 days of the assessment of discipline, i.e., the date the Form 104 is issued to the employee which results in the use of deferred discipline under the provisions of the collective agreement(s), the Union may request that a review of the case be done by the General Chairman of the Union and the General Manager.
- (7) The General Chairman and the General Manager will meet as soon as possible to review the culminating incident, but in any case within 30 days of the request.
- (8) The parties will review the entire case file on the matter to determine the merits of the case.
- (9) There shall be no ability to progress a grievance or to proceed to arbitration with respect to deferred discipline.

**INVESTIGATIONS AND DISCIPLINE - Effective July 1, 1995**

July 14, 1995

Mr. R. S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

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

Mr. D. C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

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

Dear General Chairmen:

The Company is in the process of developing a re-write of the Guide to Investigation Procedures. A draft copy of that document will be provided to the CCROU for review and comment and a meeting between Company and Union Officers will be convened shortly thereafter to discuss the issue. A determination will be made at that meeting with regard to appropriate areas that should be included in the development of a joint Company and CCROU investigation procedure and discipline handling program.

The Jointly developed program will be used by both the Company and the CCROU as an educational tool for to further develop understanding of these issues by local Company and CCROU representatives.

The Company will bear the development costs of the actual training program in respect of consultant fees, if any, and management costs. The Company and the CCROU will each bear the costs associated with their respective representatives to the committee and for attendance of their respective representatives at the training program. To the extent possible, training programs will be held at various home terminals to reduce travel costs.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson  
Chairperson  
Canadian Council of Railway Operating Unions  
Operating Unions  
Suite 750, 1595 Telesat Court  
Gloucester, ON K1B 5R3

Mr. T. G. Hucker  
Secretary-Treasurer  
Canadian Council of Railway  
150 Metcalfe Street, Suite 1401  
Ottawa, ON K2P1P1

MONTREAL, July 25, 1989

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

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

Dear Sirs:

This has reference to our discussions during negotiations concerning the Unions' demands relating to investigations.

One of the matters raised by the General Chairmen was that employees were not always able to have the desired accredited representative of the Union to assist them at investigations due to their unavailability at the time for which the investigation was scheduled. You were advised that, under normal circumstances, the Company does allow a reasonable delay or postponement of an investigation if an employee requests that a particular representative be present who, at that given time, may not be available. Requests for such postponement should be made in advance of the scheduled time for the investigation. You recognized, however, inasmuch as the words "of his choice" do not appear in the Collective Agreement provisions respecting Investigations, that this does not allow the employee the unfettered right to unduly delay the investigation awaiting the representative since the expeditious handling of investigations is of paramount importance.

Another issue raised by the General Chairmen related to the use of technical documents and records such as Q-Tron tapes in investigations which, they suggest, is becoming a frequent occurrence. They have complained that, in many cases, neither the employee nor his representative was qualified to interpret this evidence when confronted with it. It was agreed that, upon request, we would confirm to the employee whether or not such technical evidence will be used at an investigation in order that he might arrange for a qualified accredited representative.

It was further agreed that the employee and his representative would be allowed time to study this evidence as well as any other evidence to be introduced at the commencement of the investigation. It was further understood that should any new facts come to light during the course of the investigation, this would be investigated and, if necessary, further memoranda would be placed into evidence during the course of the investigation.

Another concern raised by the General Chairmen was that investigations conducted at other than employee's home terminals, due to the expanded Superintendents territories, put undue hardship on the employees. It was agreed that investigations should be conducted at the employee's main home terminal to the extent possible.

However, should a Superintendent whose office is at a distant terminal feel it is necessary for an investigation to be conducted in his office, the employee would be advised to appear at that point. When this is required, the Company will provide appropriate transportation for the employee and his representative where necessary. Furthermore, if an employee is required to stay overnight, the Company will furnish accommodation in the resthouse, or the equivalent thereof. You acknowledged, moreover, that should the employee desire another employee to appear as a witness on his behalf it would be his responsibility. In this regard, it was agreed that, should you consider that investigations are being held at other than the employee's main home terminal for insufficient reasons, the matter may be referred to the General Manager by the General Chairman. Failing a resolve the Vice-President of the Union or his delegate may refer the matter to the office of the Vice-President, Industrial Relations.

All Officers responsible for conducting investigations will be apprised of the contents of this letter for their guidance.

Yours truly,

(Sgd.) L. A. Clarke  
Manager, Labour Relations

MONTREAL, November 16, 1992

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

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

Dear Sirs:

This has reference to the BLE Demand No. 19.4 regarding the right of the employee and/or representative to examine witnesses during an investigation.

You were advised that, in our opinion, Clause (c) (NOW 23.03) of the Investigation and Discipline Articles in the BLE Collective Agreements contemplates this happening whenever evidence, which may have a bearing on the employee's responsibility, is being secured from Company personnel. It was explained to you that it is our practice to take a statement from unionized employees and obtain memoranda from others, primarily officers. The procedure therefore to permit such witness to be examined will be different.

In respect of a witness from whom a statement will be taken, the employee under investigation will be notified of the time and place in order that that employee or accredited representative may be in attendance if they so desire. Should they attend, they will be permitted to ask questions of the witness and/or offer rebuttal at the conclusion of the witness' statement. It should be noted that all questioning must be directed to the witness through the investigating officer in order to ensure the orderly conduct of the statement. Only questions or cross-examination on subjects directly pertaining to the evidence or matter under investigation will be allowed. When, in the opinion of the investigating officer, a question is wholly irrelevant, it may be declined. The question will be recorded in the statement, together with the action of the investigating officer in declining to direct the question to the witness. If rebuttal is offered or questions asked by the employee under investigation or accredited representative, such rebuttal and questions asked together with the answers given by the witness will be recorded in the statement. Should the employee elect not to question the witness, this will also be recorded in the witness' statement.

On the other hand, should the employee under investigation not attend the witness' statement, the fact that he had been notified that a statement would be taken will be recorded in his own statement at the time the witness' evidence is being introduced. In such cases, the employee or representative will be allowed only the opportunity to offer rebuttal to such evidence. When a Company Officer gives evidence in the requested by the employee under investigation or accredited representative, will be present at the statement of employee. The employee or accredited representative will be permitted to ask questions of the Company Officer through the presiding officer or to offer rebuttal. The rebuttal offered or questions asked and the Officer's answers will be recorded in the statement in the same manner as noted above.

There may be instances where the employee or the Union may request that certain witnesses be called on behalf of the employee under investigation. Such request will not be denied unless it can be demonstrated that these people could not have witnessed the incident under investigation nor could they provide any pertinent evidence in this regard.

Arrangements will be made to ensure that all Officers involved with conducting investigations are made aware of these procedures.

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

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



## CANADIAN PACIFIC RAILWAY

**CALGARY, May 23, 1999**

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 32, 695 Markham Road  
Calgary, Alberta M1H 2A5

Dear Sirs:

This pertains to our discussions during the recent round of collective bargaining in respect of the importance of establishing and maintaining good customer relations, and the impact that crews' performance can have regarding customer service.

It was agreed that, in cases where intervention is found to be necessary, it would be addressed in the following manner;

1. Any problems encountered dealing with Customer Service will be dealt with on a local basis between the Local Company Officers, Local Union Representatives and whenever possible, the customer with a view to resolving the issue.
2. If unable to resolve the issue on a local basis, the issue may be advanced to the respective General Chair(s) and Service Area Manager providing full details and circumstances of the problem.
3. Every effort will be made by both parties to find a mutually agreeable resolution to the problem as quickly as possible.
4. If the parties are unable to come to a resolution, through this joint consultation process, more traditional methods of dealing with the problems may be used.

If this is your understanding, would you please so indicate in the space provided below.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I concur:

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D.C. Curtis  
General Chairman

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L.O. Schillaci  
General Chairperson

---

D.A. Warren  
General Chairperson

---

R.S. McKenna  
General Chairman

## **ARTICLE 24 EXPRESS ON PASSENGER TRAIN**

Archived (Formerly Article 20)

## **ARTICLE 25 CALLING**

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

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

**25.03**

- (1) The Company will record all incoming and outgoing telephone calls pertaining to the calling of crews and this information will be retained for a minimum of 60 days. Accredited Union Officers shall have reasonable access to these recordings upon request to a Company Officer.
- (2) In the event that specific information is requested by the Accredited Union Representative, the recording, or a transcript of the requested portion, will be retained and furnished upon request.
- (3) The Company will consult with the Council prior to making a change of consequence in the calling procedures.

**25.04 Balance of Paycheques**

- (1) Road Service employees who have access to, and who are being called and paid under the auspices of the centralized crew calling procedure (CMA) have the option of equalizing their earnings between pay periods. The payment of claims in one period may be delayed until the pay period immediately following the pay period in which the claim has been deferred for payment. The only exception will be the last pay period of the year.
- (2) Earnings, as described in clause 1 above do not apply to annual vacation or general holiday claims.
- (3) Employees will be required to advise the Company of their intention to defer the submission of the claims prior to the completion of the pay roll cut off date of the preceding pay period.
- (4) The Company will specify the cut off day for the deferral of such claims, and also the manner in which such deferral will be noted by the employee on the appropriate CMA screen.

**25.05** A weekly crew change protocol may be established, by local agreement, at each terminal.

Such protocol will be developed jointly and may use the assistance of the joint CCROU - Company CMA committee in the development.

November 22, 1985

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

Mr. L. F. Berini  
General Chairman,  
Bro. of Locomotive  
Engineers  
Suite 203  
7403 MacLeod Trail S. W.  
Calgary, Alberta  
T2H OL8

Dear Sirs:

The Company had placed a proposal before you during the present round of negotiations respect of calling of crews by telephone only.

While this proposal remains unresolved, I believe you recognized the Company's position in regard. Your concern was with the quality of line-ups available to the employees and sought some demonstration of our ability to improve that quality before finally addressing Company's proposal. We undertook to ensure that the availability of current line-up information is made available to crews as quickly as possible.

It was agreed therefore that the proposal would be withdrawn from these negotiations discussion in the closed period of the contracts, including joint investigations on a local where necessary, with a view to obtaining our respective goals.

Yours truly,

R. Colosimo  
Vice-President  
Industrial Relations

I concur

L.F. Berini  
General Chairman  
Brotherhood of Locomotive Engineers

November 22, 1985

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

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

Dear Sirs:

This concerns discussions during negotiations concerning both the Company's and Union's demands on Calling.

The position of the Union was that employees should be permitted to make arrangements, in writing, with appropriate Company Officers to provide that in instances where an employee could not be reached by telephone for a call to duty, that a taxi firm would be called to provide for a call at the employee's calling place. Under such circumstances, previous arrangements would be made between the employee and the taxi firm to provide for such a call at the employee's expense.

This will confirm that such local arrangements may be made and that, in the event the employee cannot be reached by telephone for a call to duty, then, the Company will call the taxi firm indicated by the employee. The taxi firm will then deliver the call to the employee's residence and the Company will be notified of the status of the call either by the employee or the taxi firm as the case may be. The expenses associated with the taxi firm will be borne by the employee.

Yours truly,

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

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

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

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

## **ARTICLE 27 REST**

- 27.01** Employees will have the right to book up to 24 hours rest at home terminals and up to 8 hours rest at away from home terminals if desired. Such rest must be booked upon tie up. Employees will not be required to leave the terminal until they have had the amount of rest booked.
- 27.02** If booking 24 hours rest at the home terminal results in shortages of employees and consequent disruption of operations, or if unwarranted use of this provisions causes problems, the matter will be discussed between the General Manager and General Chairman with the intent to resolve.
- 27.03** Employees, being the judge of their own condition, may book rest after being on duty 10 hours, or 11 hours when two or more Brakepersons are employed on a crew in addition to the Conductor.
- 27.04** Employees desiring rest en route will give their notice within the first 5 hours on duty to the Rail Traffic Controller or other designated Company employee. Notice will include the amount of rest required, 8 hours considered maximum at other than home terminal, except in extreme cases.

**27.05** Where it becomes necessary, arrangements will be made to have a reduced or Conductor-Only crew complete their tour of duty within 10 hours on duty which may require the discontinuance of work en route, changing meets and the prompt yarding of the train. When such arrangements are made, the RTC will so advise all other employees having authority over the operation of the train, i.e. yard personnel at objective terminal, other RTC, etc. When, notwithstanding this arrangement, the reduced crew is unable to complete their tour of duty within 10 hours, the members of the crew may book rest after 10 hours on duty.

This provision will be applied as follows:

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

**27.06** When an employee on a crew gives notice to book rest the Company will make arrangements to ensure the employee is off duty within 10 hours. The Company may, at its option, relieve a single employee or it may require that all members of the crew be relieved. This may result in the Company requiring that rest be taken prior to the expiration of 10 hours and/or that the crew be relieved prior to 10 hours on duty, or 11 hours where applicable.

**27.07** Employees who book rest en route will, in all instances, be transported to their objective or home terminal in a vehicle provided by the Company, or on their own or another train, unless the circumstances in Clause 27.08 below are applicable. For the purpose of this Clause, an intermediate point in work train service, as described in Clause 9.11, will be considered as an objective terminal.

**27.08** When, due to circumstances beyond the Company's control, such as impassable road conditions, it becomes necessary to take rest en route, arrangements will be made by the Company for the necessary accommodation, including eating facilities, at the location at which rest is taken or employees will be transported to the nearest location where necessary accommodation and eating facilities can be provided. Rest will commence when accommodation is reached. Upon expiry of rest, if unable to complete their tour of duty on their own train or another train tied up at that location where their train was left, employees will be deadheaded to the objective or home terminal.

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

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



- 27.11** Employees who have given notice to book rest, and are working on their train beyond 10 hours at a point short of the OMTS or designated point of the objective terminal, will receive a premium payment of \$80.00 as outlined in Clause 27.12 below. For the purposes of this Clause, a crew is considered to be working until deadheading commences. Deadheading commences once the crew is physically in the mode of transportation to be used, or in the case where deadheading is to take place on the train, when a relief crew has taken control of the train.
- 27.12** Employees who have not requested rest in accordance with Clause 27.04 may, at the discretion of the Company, be required to work up to 12 hours in order to complete their tour of duty. In these circumstances, a crew who works in excess of 10 hours prior to reaching the OMTS or designated point of the objective terminal, will be entitled to a premium payment of \$80.00 in addition to all other earnings for their tour of duty.
- 27.13** The premium payment referred to in Clause 27.11 and Clause 27.12 applies to unassigned straightaway, turnaround and combination service on territories where fixed mileage rates have been established. These Clauses will also apply to assigned service or other territory, if mutually agreed to, by the General Chairman and the General Manager. These Clauses will apply to the Revelstoke/Golden Agreement, Sparwood Run-through Agreement, Expressway and Roadrailer Agreements. The premium payment does not apply to Turnaround Combination Service (TCS).
- 27.14** Crews who arrive at the OMTS or designated point prior to 10 hours, and subsequently reach 10 hours on duty within the terminal will not be required to perform switching. Arrangements will be made to expedite the yarding of their train. Where other crews are on duty and available to assist, they will be used to yard the train.
- 27.15** In application of the following, employees in assigned road service may book personal rest following their tour of duty as required. Except as otherwise provided herein, employees may not book personal rest to the extent that such rest will make them unavailable for their next scheduled tour of duty. This clause will apply only when the conditions are such that the employee is able to comply, now and in the future, with regulations with respect to hours of service and provided that they have nine (9) consecutive hours off duty from their time off duty on the preceding tour of duty to the commencement of the following tour of duty. This clause may be subject to revision in the event that current governmental regulations are modified.
- 1) Employees in assigned service working a five day per week assignment shall not be permitted to book rest beyond assigned starting times during their regular work week.
  - 2) Employees in assigned service working a six day per week assignment shall be permitted to book rest beyond their assigned starting times once during their regular work week.
  - 3) Employees in assigned service working a seven day per week assignment shall be permitted to book rest beyond their assigned starting times twice during their regular work week.
  - 4) Personal rest booked beyond the commencement of the following day's tour of duty which results in the employee making themselves unavailable for duty on that day shall result in a reduction of any guarantee payable.

**27.16 Applicable in Service in United States Only**

- 1) Engineers will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until within 2 hours of the time limit provided under

Federal or State Law, whichever governs.

- 2) If Engineer is tied up in a less number of hours than provided in the preceding paragraph they shall not be regarded as having been tied up under law, and their services will be paid for under the provision of this schedule.
- 3) When Engineer is tied up between terminals under the law they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to any member of the crew, either 8 or 10 hours, shall be the period of rest for the entire crew.

Example: The train crew is tied up at the end of 10 hours by an Engineer who has been on duty 12 hours. They are required to take 10 hours rest. The pay of the train crew begins at the expiration of 8 hours and the engine crew at the expiration of 10 hours.

Note: Question -- If part of a crew has been in service sufficiently long to permit them to be tied up for the purpose of the law and the remaining members of the crew have not been in service a sufficient length of time, would all members of the crew be paid under the Collective Agreement and independent of these rules?

Answer -- Yes. The decision given by General Managers' Committee in Chicago, April 19, 1908, at the first settlement of the question.

- 4) Continuous trip will cover the movement, straight away or turnaround, from initial point to the destination train is making when required to tie up. If any change is made in the destination after Engineer is released for rest, a new trip will commence when Engineer resumes duty.
- 5) Engineer tied up under the law will be paid continuous time or mileage of his schedule from the initial point to tie-up point. When they resume duty on a continuous trip they will be paid from tie-up point to terminal on the following basis:

For 50 miles or less, or 4 hours or less, 50 miles pay. For more than 50 miles up to 100 miles or over 4 hours and up to 8 hours, 100 miles pay. Over 100 miles or over 8 hours, at schedule rates. This provision does not permit the running of Engineer through terminals, or around Engineers at terminal, unless such practice is permitted under the pay schedule.

- 6) Engineer tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine, or caboose, will be paid therefor as per Paragraph 5 of this Clause, the same as if he had run to such terminal.
- 7) Engineer tied up in obedience to the law will not be required to watch or care for engine or perform other duties during time tied up.

## **ARTICLE 28 MEALS**

- 28.01** Archived (formerly first paragraph)
- 28.02** Trains will not be delayed nor train operations disrupted solely as a result of stopping trains to eat.
- 28.03** Crews will report for work suitably prepared for a tour of duty recognizing that the opportunity to take a meal will be governed by the practicality of train operations.
- 28.04** At the initial terminal, when crews are delayed for any reason, resulting in their being on duty in excess of four hours, such crews will be allowed to obtain food provided eating facilities are available and the time taken does not exceed forty minutes. In circumstances where it is expected that crews will be delayed four hours or more, a supervisory employee may, after two hours on duty, offer an opportunity to the crew to obtain food. Where transportation is required the Company will so arrange.

Crews who have obtained food or declined this opportunity in accordance with the preceding paragraph will not be allowed to delay the train in the terminal to eat after four hours, and they will be expected to take their train through to the objective terminal without further opportunity to obtain food en route. The provisions of this Clause will not apply once the train has been made up and is en route to the objective terminal yet still within the initial terminal.

- 28.05** Crews who will encounter delays of forty minutes or more en route due to operating conditions including track blockages, track maintenance work, and meets, etc. will be so advised and be given an opportunity to obtain food, provided eating facilities are readily available and there is no additional delay to the train.

The purpose of this clause is to meet the legitimate needs of the employees who require an opportunity to obtain supplementary food while recognizing the need to handle traffic expeditiously.

## **ARTICLE 29 LOCOMOTIVE CONDITIONS**

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

## **ARTICLE 30**

### **HANDLING OF LOCOMOTIVE ENGINEERS**

- 30.01** Pooled Engineers will run first-in first-out, except as otherwise provided.
- 30.02** Engineers on spare list will run first-in first-out, except as otherwise provided.
- 30.03** If run around avoidably Engineer will be entitled to 50 miles for such runaround.
- 30.04** Engineer assigned to regular run of 100 miles or more, or to regular short run when they have completed their day, or to yard service, will not be considered on duty from time relieved until again required for their regular run or shift.
- 30.05** Engineer will not be run off the subdivision to which they are assigned except in case of emergency. When Engineer is required to run off subdivisions to which they are assigned, they will not be required to do so for more than one subdivision and they will be promptly returned, unless there is a shortage of Engineers at the terminal to which they are run.
- 30.06** When an Engineer in pool is to be called for a trip deadhead on Company's orders, and is to travel on a train to be handled by an unassigned Engineer, the Engineer first out will be called to deadhead and will hold their turn out at the distant terminal.
- 30.07** Engineer laying over at away-from-home terminal will be furnished transportation and allowed to go home as often as possible when such leave will not interfere with the service.
- 30.08** Engineer called for auxiliary service will be allowed meals and sleeping accommodation in auxiliary boarding car.
- 30.09 Engineer-Instructors**
- (1) From time to time as may be necessary the Company shall designate a locomotive engineer to act as an Engineer-Instructor. The Company may withdraw such designation at any time. In making such designation representation by a Locomotive Engineer who does not wish to become an Engineer-Instructor or by their representative on their behalf shall be considered by the Company provided there are sufficient Engineer-Instructors available. While performing their customary service, an Engineer-Instructor will act as a field instructor, indoctrinating Engineer Trainees in the functions and responsibilities of Engineers under actual working conditions.  
  
A "coaching clinic" will be mutually developed by the Company and the Council to assist Locomotive Engineer-instructors in developing their teaching techniques. When attending such coaching clinic, attendees will be compensated as per Clause 5.10 (1).
  - (2) The training procedures to be followed by Engineer-Instructors will be prescribed by the Company.
  - (3) An Engineer Trainee will assume control of the locomotive under the supervision of an Engineer-Instructor. When an Engineer Trainee assumes control of the locomotive and/or train the Engineer-Instructor will have their responsibilities relaxed to the extent that they will not be held responsible for broken knuckles, damaged drawbars or rough handling; they will, however, continue to be held responsible for the observance of operating rules, special instructions and other regulations.

- (4) Engineer-Instructors will be required to complete progress reports on trainees as may be directed by the Company. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. The responsibility for certifying a trainee as being a qualified engineer shall be that of a Road Manager or other officer designated by the Company.
- (5) For each tour of duty in respect of which an engineer-instructor has a trainee assigned to them, the Engineer-Instructor shall be paid the allowance specified in Clause 1.09 in addition to their normal compensation for that tour of duty. For the purpose of this sub-clause an employee who has transferred shall be deemed to be a trainee until certified as a qualified Locomotive Engineer at the new location. When a Trainee has been certified by the Company as a qualified Engineer, the allowance specified herein shall not be applicable, but Engineers will continue to permit them to operate the locomotive under their guidance subject to the provisions of sub-clause 3.
- (6) Nothing in this Clause shall be construed as preventing the Company from using a Road Manager or other officer designated by the Company to accompany a trainee and impart instruction to them. In such circumstances if the Engineer operating the train is a designated Engineer-Instructor they shall be entitled to the remuneration provided for in sub-clause 5.
- (7) The provisions of this Clause shall apply to an Engineer-Instructor required to impart instruction to a qualified Locomotive Engineer from the ranks of Trainperson/Yardperson who may, from time to time, be required to make a refresher trip as a Locomotive Engineer in road service. Such Engineer-Instructor shall be paid the allowance specified in Clause 1.09.
- (8) Unique training requirements necessitated by extensive grades, extremely heavy and/or sensitive switching will result in "location/activity" specific one-on-one training prior to attempting qualification. Local Management and Union Representatives to identify unique requirements on a terminal by terminal basis.
- (9) Locomotive Engineer Trainees shall not be permitted nor required to work as a Locomotive Engineer until qualified.

### **30.10 Familiarization Trips**

- (1) Unless previously familiarized, employees forced or transferring between terminals, or between Yard and Road Services, will be given an adequate amount of familiarization at the Company's expense.
- (2) Where an employee is forced from one terminal to another, they will receive payment for familiarization tours of duty on the basis of the actual tour being performed, at the rate of pay associated with the service being familiarized for, e.g., Conductor, Yard Foreman, Locomotive Engineer, etc., but will not be entitled to any Conductor Only premiums when working with Conductor Only crew; shift differentials when working with yard crews; or other arbitrary payments to which the crew with whom they are working would be entitled to for the tour of duty.
- (3) When an employee has voluntarily transferred through the exercise of their seniority and they require familiarization with the new territory, they will receive payment for familiarization tours of duty on the basis of a minimum day for the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g., Conductor, Yard Foreman, Locomotive Engineer, etc.

- (4) Local Company and CCROU representatives shall meet to determine appropriate levels of familiarization on runs and yard assignments at each individual terminal. The Local Company Officer shall make the final determination.
- (5) In any case, unless previously familiarized, any employee forced or transferring between terminals will be required to make a minimum of one trip in assigned or unassigned service for which they are regularly subject to call. Payment for this trip will be in accordance with sub-clauses (2) and (3) above.
- (6) Should an employee consider themselves to be capable of safely working in the territory without having made the requisite number of tours of duty as determined in sub-clause (4) above, they may request to be qualified by a Company Officer. Qualifying trips will be paid on the basis of the actual tour of duty being performed, including all applicable rates and conditions. If employees fail to qualify, they will be required to complete the requisite tours of duty as outlined in sub-clause (4) above and will be compensated in accordance with sub-clauses (2) or (3) above.

<b>ARTICLE 31</b> <b>HEALTH &amp; WELFARE</b>
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**31.01 Weekly Indemnity and Life Insurance**

Benefits shall be available in accordance with the terms of the Disability and Life Insurance Plan Agreement dated November 29, 1988, establishing the Benefit Plan for Train and Engine Service Employees, as amended:

Note: The Agreement of November 29, 1988, referred to above, is not reproduced here.

**(1) Group Life Insurance**

- (a) Group Life insurance coverage will be increased for employees who have compensated service with the Company according to the following schedule, providing they are qualified under the provisions of the Plan:  
Benefit

Effective August 1, 1999	\$29,000.00
Effective January 1, 2000	\$30,000.00
Effective January 1, 2001	\$31,000.00
Effective January 1, 2002	\$32,000.00

- (b) The increased contained in (a) above will also apply to the accidental death provisions.
- (c) Effective August 1, 1999, the double indemnity provision for accidental death will be expanded to include payment for paraplegia, hemiplegia and/or quadriplegia.
- (d) Effective January 1, 2000, an optional employee paid life insurance program will be instituted, permitting an employee to purchase additional life insurance up to a maximum of \$250,000.00 in units of \$10,000.00. The spouse may also purchase life insurance in units of \$10,000.00 to a maximum of \$150,000.00. Benefits to include a waiver of premium benefit during any period of disability. Individuals covered must

provide evidence of insurability as determined by the carrier. Benefits will terminate at the earlier of retirement or the attainment of age 65.

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

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

<b>WEEKLY BASE PAY</b>	<b>SICKNESS BENEFIT</b>
Employees earning less than \$120.01 weekly.	\$80 or 75% of weekly base pay, whichever is less.
Employees earning more than \$120.01 weekly;	
Effective August 1, 1999	70% of weekly base pay up to a maximum weekly benefit of \$520.
Effective January 1, 2000	70% of weekly base pay up to a maximum weekly benefit of \$530.
Effective January 1, 2001	70% of weekly base pay up to a maximum weekly benefit of \$540.
Effective January 1, 2002	70% of weekly base pay up to a maximum weekly benefit of \$550.

A claimant in receipt of Employment Insurance Sickness Benefits will have such benefits supplemented to equal their Weekly Indemnity (Sickness ) Benefit entitlement.

Note: Supplemental payments pursuant to the above are subject to the approval of the Canada Employment and Immigration Commission.

### **31.02 Life Insurance Upon Retirement**

An employee who retires from the service of the Company subsequent to January 1, 1991, will, provided they are fifty five years of age or over and have not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$5,000.00 life insurance policy, fully paid up by the Company.

### **31.03 Dental Plan**

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

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

(1) Effective with treatment which commenced on or after August 1, 1999, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 1999.

(2) Effective with treatment which commenced on or after January 1, 2000 covered expenses will be defined as the amounts in effect on the day of such treatment, as

specified in the relevant provincial Dental Association Fee Guides for the year 2000.

(3) Effective with treatment which commenced on or after January 1, 2001, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2001.

(4) Effective with treatment which commenced on or after January 1, 2002, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2002.

(5) Effective January 1, 2000, the frequency of exams will be extended from once every six months to once every nine months for adults over the age of 18.

(6) Effective January 1, 2000, coverage will be provided to cover pit and fissure sealant for children under the age of 18.

(7) Effective January 1, 2000, the annual maximum will be increased from \$1,000.00 to \$1,100.00. Effective January 1, 2001, the annual maximum will be increased to \$1,200.00. Effective January 1, 2002, the annual maximum will be increased to \$1,300.00.

#### **31.04 Extended Health and Vision Care Plan**

(1) The Extended Health and Vision Care Plan shall be that Plan established by the Extended Health and Vision Care Plan Agreement dated December 10, 1985, as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatories.

Note: The Extended Health and Vision Care Plan dated December 10, 1985, referred to above, is not reproduced here.

(2)(a) Effective January 1, 2000, paramedical coverage will include the service of registered naturopath, acupuncturist, chiropodist and Victorian Order of Nurses (VON). Yearly maximum for all paramedical services including the foregoing will continue to be \$500.00

(b) Effective January 1, 2000, the maximum amount for chargeable expenses for vision care will be increased from \$175.00 to \$200.00 in any 18 month period for persons under the age of 18 and in any 24 month period for persons age 18 and over.

(c) Add to the existing Out of Canada medical insurance, an Emergency Travel Assistance benefit to provide 1-800 number that will guarantee payment under the plan for emergency treatment outside of Canada.

#### **31.05 Basic Extended Health Care Plan Upon Retirement**

For employees who retire on or after November 1, 1985, a basic Extended Health Care Plan will be introduced, fully paid by the Company. Surviving spouses, as defined in the pension plan, of the aforementioned employees will also be covered by the basic Extended Health Care Plan.

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

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



### **31.07 Pension Plan**

The provisions of the Pension Plan are not reproduced here and can be obtained via other communications outside the Collective Agreement.

## **ARTICLE 32 BOOKING SICK**

- 32.01** An Engineer sick will report same to the Crew Management Centre. When he reports for duty he will go out on his assigned run, or in his turn.
- 32.02** An Engineer sent away from a terminal to relieve another Engineer will book in at terminal on his return.
- 32.03** In cases of an Engineer getting sick, Engineer shall telephone the Crew Management Centre with the understanding, however, that the Engineer must know that they are speaking to a Crew Dispatcher. If it is found that this privilege is being abused it will be rescinded.

## **ARTICLE 33 MILEAGE REGULATIONS**

- 33.01** Archived (formerly (a))
- 33.02** Archived (formerly (b))
- 33.03** Engineers taken off under this article shall be returned to service as Engineers in the order of their seniority as Engineers, and as soon as it can be shown that Engineers in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pooled, or other regular service paying freight rates, the equivalent of 3,800 miles per month or in extra service the equivalent of 3,800 miles per month. Engineers in any of the foregoing services will be required to lay off when in any monthly period they have made the mileage stated in this Clause for the class of service in which they are engaged.
- 33.04** In the regulation of passenger or other assigned service, sufficient Engineers will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger service.

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

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

- 33.05** Archived (formerly (e))

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

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

**33.08** If any Engineer exceeds their maximum miles or days in any monthly period, the excess will be charged to their miles or days in the following working period, this is not to apply to Locomotive Engineers to work further during the month.

When an Engineer fails to comply with the requirements of 33.10(2) or fails to properly record their mileage, resulting in excess mileage being obtained, they will be required to lose in a following mileage period in which annual vacation is not taken mileage equal to double the excess mileage.

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

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

**33.10**

(1) The regulation of mileage and checking periods will be handled between the designated Company Officer and Local Chairman for Engineers, or his authorized representative.

(2) Archived (formerly (j)) (2)

(3) Engineers assigned to service at outpost points will be required to advise the Company's Crew Management Centre (CMC) when their maximum mileage will be in.

The CMC will furnish a relief Engineer as soon as possible as per Clause 33.09 of this Article.

(4) Engineer not complying with the regulations and failing to report correct mileage or to advise the CMC in connection therewith will not be called until they have done so, unless other engineers are not available.

**33.11** Archived. Formerly (k).

**33.12** Except as provided in Clause 5.02(4) the Company is not to be put to any additional expense for deadheading or otherwise by the application of this Article.

**33.13** Deleted. Formerly (m) and language incorporated in Clause 33.04.

**33.14** All miles paid for on regular working trips and combination deadheading working trips will be included in the calculation of Locomotive Engineers' miles. In addition, all miles paid for the following miscellaneous claims will also be included in such calculation:

- Deadheading
- Jury Duty
- Bereavement Leave

- Attending Court
- Special Service
- Late Cancellation of Assignment
- Cancelled after taking locomotive from shop track
- Watching Engines
- Attending Train Handling or Locotrol Classes (when paid lost earnings)
- Attending Safety Committee Meetings (when paid lost earnings).

**33.15** Mileage earned pursuant to Clause 3.02, second paragraph, 3.08, first paragraph and Clause 3.08, fourth paragraph will not be included in the calculation of an Engineer's personal miles nor shall it be used in the regulation of the working list.

Montreal, May 17, 1988

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

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

Gentlemen:

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

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

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

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

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

Yours truly,

L.A. Clarke  
Manager, Labour Relations

I CONCUR:

Thomas G. Hucker  
General Chairman

Garry Wynne  
General Chairman

## **ARTICLE 34**

### **MATERIAL CHANGES IN WORKING CONDITIONS**

**34.01** Prior to the introduction of run-throughs or relocation of main home terminals, or of material changes in working conditions which are to be initiated solely by the Company and would have significantly adverse effects on Engineers, the Company will:

(1) Give to the General Chairman as much advance notice as possible of any such proposed change with a full description thereof along with appropriate details as to the consequent changes in working conditions, but in any event not less than:

(i) three months in respect of any material change in working conditions other than those specified in subsection (ii) hereof;

(ii) six months in respect of introduction of run-throughs through a home terminal or relocation of a main home terminal;

(2) Negotiate with the Brotherhood measures other than the benefits covered by Clause 34.11 of this Article to minimize significantly adverse effects of the proposed change on Locomotive Engineers, which measures may, for example, be with respect to retraining and/or such other measures as may be appropriate in the circumstances.

**34.02** The negotiations referred to in sub-clause (2) of Clause 34.01 shall be conducted between the General Manager and the General Chairman and shall commence within 20 days of the date of the notice specified in sub-clause (1) of Clause 34.01. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement in respect of Clause 34.01 (1)(i) or 60 calendar days in respect of Clause 34.01 (1) (ii) the issue, or issues, remaining in dispute may be referred by either party to a single arbitrator whose decision shall be final and binding upon both parties. The request for arbitration shall be made in writing by either party to the other. If the parties cannot agree on the selection of an arbitrator within seven days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.

The parties will prepare a joint statement of the issue, or issues, remaining in dispute to be submitted to the arbitrator within seven days in respect of Clause 34.01 (1) (i) or 14 days in respect of Clause 34.01 (1) (ii) of the date of their appointment. The arbitrator shall be requested to hear the dispute within 30 days from date of their appointment and shall render their decision together with reasons therefor in writing within 30 days of the completion of the hearing. At the hearing before the arbitrator argument may be presented orally or in writing, and each party may call such witnesses as it deems necessary.

**34.03** Time limits specified in Clause 34.02 may be extended by mutual agreement.

**34.04** The decision of the arbitrator shall be confined to the issue, or issues, placed before such arbitrator and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.

**34.05** The Company and the Council shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

**34.06** The changes referred to in Clause 34.01 will not be made until the procedures for negotiation, and arbitration if necessary, have been completed.

- 34.07** The effects of changes proposed by the Company which can be subject to negotiation and arbitration under this Article do not include the consequences of changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which Engineers are engaged.
- 34.08** The applicability of this Article to run-throughs, relocation of main home terminals and unmanned locomotives producing tractive effort which are located at any point in the train but separated from and operated independently of the controls used by the Engineer is acknowledged. A grievance concerning the applicability of this Article to other material changes in working conditions shall be processed directly to the General Manager within 60 days from the date of the cause of the grievance.
- 34.09** Any benefits negotiated pursuant to the provisions of this Article shall be reduced in whole or in part in each case by any amount received by an Engineer from any fund, plan or allowance which may be established for similar purposes.
- 34.10** This Article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part V, of the Canada Labour Code do not apply.

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

#### **34.11 Relocation Expenses**

- (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 purposes of this Clause, in that month have worked and/or been available for service on: 30 days (road) or 21 days (yard) or major portion thereof).
- (2) Must occupy unfurnished living accommodation to be eligible for benefits under Items (2), (6) and (7) of sub-clause (c) of this Clause.
- (3) Must establish that it is impractical for them 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 their automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
- (2) An allowance of up to \$715 for incidental expenses actually incurred as a result of relocation.
- (3) Reasonable transportation expenses from their former location to the new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$180 for an employee without dependents, and that an additional amount of \$75 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.
- (4) Upon authorization an employee may drive their automobile to the new location at the allowance specified in Article 5.02 (4).
- (5) In order to seek accommodation in his new location and/or to move the new location, an employee will be allowed a continuous period of leave up to one week (7 consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the class of service in which regularly employed.
- (6) (a) Reimbursement for loss sustained on the sale of a relocating employee's private home which they occupied as a year-round residence, provided that the Company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.
- (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" of this Clause.
- (c) An eligible employee who desires to sell their house and receive any benefit to which they may be entitled under this Item 6 must advise the Company's Officer concerned accordingly within 12 months of the date the initial change takes place.

No employee shall be entitled to any claim under this Item 6 if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this Item 6 must be made within 12 months of the final determination of value.

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

(d) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,500.

Receipts shall be required.

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

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

(8) Alternatively to (6) the cost of terminating an unexpired lease and legal costs connected therewith up to a value of 3 months' rent, where the relocating employee was renting a dwelling which they occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than 3 months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.



## APPENDIX "A"

### APPRAISAL PROCEDURE

When an affected employee desires to sell their home under the provisions of Clause 34.11 (c)(6) of this Article, of which this Appendix "A" forms part, the following procedure will apply:

- (a) In advising the Company Officer concerned of their desire to sell their house, the employee shall include pertinent particulars as outlined in sample form attached, including their opinion as to the fair market value of their house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employees' advice of their desire to make a claim, the Company Officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Clause 34.11 (c)(6)(a) of this Article.
- (d) If, however, the Officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix "A".
- (e) If such joint conference does not resolve the matter then within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Article and such price shall be binding on both parties.
- (f) The employee and Company Officer concerned shall endeavor to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "A", nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Company.

## PARTICULARS OF HOUSE TO BE SOLD

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_  
No. Street City-Town

Type of House, i.e.  
Cottage  
Bungalow  
Split Level

Year Built: \_\_\_\_\_

No. of Rooms: \_\_\_\_\_ Bathrooms: \_\_\_\_\_

Type of Construction,  
(i.e. brick, veneer,  
stucco, clapboard): \_\_\_\_\_

Finished Basement: Yes \_\_\_\_\_ No \_\_\_\_\_

Type of heating,  
(i.e., oil, gas,  
coal, electricity): \_\_\_\_\_

Garage: Yes \_\_\_\_\_ No \_\_\_\_\_

Size of Lot: \_\_\_\_\_

Fair Market Value: \$ \_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: Montreal, November 22, 1985

From J.T. Sparrow

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

This has reference to the Relocation Benefits provided under Clause 34.11, formerly (k), of the Material Change in Working Conditions Articles in the B.L.E. Collective Agreements and has particular reference to the procedure for handling claims for reimbursement for loss sustained on the sale of an employee's home under Item 6 of that Clause.

Following the determination of a fair market value for the home, the employee has the right to sell his house and claim reimbursement for any loss sustained in accordance with the provisions of Item 6.

Accordingly, should the employee receive an offer to purchase the home and he immediately notifies the Company of the offer, we are obligated to exercise our option whether or not to purchase the home prior to the expiry time of the offer which may be two or three days.

Please ensure that all Officers involved with handling claims of this nature are aware of the proper procedure to be followed.

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

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

## **ARTICLE 35 LOCAL RULES**

**35.01** Division or District rules which are necessary to meet local conditions and which do not conflict with the provisions of this Agreement may be negotiated between the Company and the accredited Representative of the Brotherhood of Locomotive Engineers and made effective, subject in each case to the approval of the General Manager and the General Chairman.

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

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

## **ARTICLE 37 TRANSLATION AND PRINTING OF COLLECTIVE AGREEMENT**

**37.01** The Company will provide the Council with copies of the agreements and diskettes, in both official languages, to be proof read prior to the printing. Printing of the agreement(s) will be the responsibility of the Company and it will absorb the cost of such printing.

**37.02** If there is a discrepancy concerning the difference in meaning between the French and English texts contained in the language, the English text will prevail.

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

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

### **38.02 Attrition Opportunities**

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

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

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

**38.03 Separation Plan**

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

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

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

### 38.04 Bridging Plan

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

(iii) When computing "basic weekly pay" pursuant to paragraph (ii) above, any pay period during which a Locomotive Engineer is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which a Locomotive Engineer is in receipt of weekly indemnity benefits, authorized leave of absence, or laid off, together with the earnings of a Locomotive Engineer in that period shall be subtracted from the 26 pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

### **38.05 Severance Plan**

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

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

## **ARTICLE 39 INTERNAL DETOURING**

**39.01** The purpose of this Article is to promote the effective use of employees and equipment through the elimination of pilots when derailments, line blockages and track programs create the need to detour over an optional route within the Company. It is not intended to apply to ad hoc detouring over adjacent lines for any other reasons than those outlined herein.

**39.02** Detouring, in the application of this Article, is intended to be on a temporary basis, not to exceed a period of one month.

- 39.03** Internal detouring will not be interpreted to include portions of Company track that is leased to or purchased by external operators. This Article in not to be used to circumvent the Material Change Article.
- 39.04** The Company will provide the CCROU with as much notice as possible identifying the locations and/or corridors, internally within Canadian Pacific Railway, where it wishes to establish detour operations. Employees operating trains within those locations and/or corridors will be familiarized and qualified to operate trains to facilitate detour operations.
- 39.05** Once these locations and/or corridors are identified, Company and CCROU representatives for the territory in question will meet to establish an operating plan to include, but not be limited to:
- 1) points between which detouring can take place,
  - 2) temporary tie-up locations,
  - 3) crew accommodations,
  - 4) deadheading arrangements, if required,
  - 5) calling procedures,
  - 6) number of familiarization trips over the unfamiliar territory required to qualify to operate over that territory, with a minimum of three (3) round trips.
- 39.06** The process of qualifying an employee to operate over unfamiliar territory will be performed by a Company Officer or Running Trades employee who is qualified as an Instructor.
- 39.07** Employees selected to participate in internal detouring are expected to:
- 1) familiarize and qualify to operate trains on the section of track over which they will be required to operate during a detour,
  - 2) serve as Instructors in the event that their home territory forms part of a reciprocal detouring agreement.
- 39.08** Employees assigned to instruct in accordance with 39.06 and/or 39.07 will be paid the established Instructor's allowance in accordance with their collective agreements.
- 39.09** Employees performing familiarization and qualification trips will be compensated in the same manner as employees performing the working tour of duty.
- 39.10** Employees not required to participate in detour operations over territories for which they are qualified, for a period of six months, will be required to complete a refresher trip(s) and be compensated for such time in the same manner as the employees performing the working tour of duty.
- 39.11** Once locations and/or corridors, internally within Canadian Pacific Railway, have been identified, the Company will advertise for a specific number of employees at each affected home terminal to participate in familiarization and qualification. Such bulletin will include the following information:
- 1) subdivision(s) and crew runs over which employees will participate in detour operations,
  - 2) temporary tie-up points,
  - 3) effective date that familiarization will commence.
- NOTE: In the context of this Article, an "affected home terminal" is one which is adversely affected when detouring takes place.
- 39.12** Selection of employees to participate in familiarization and qualification will be by



seniority. If insufficient applications are received, then the junior qualified employee(s) will be required to participate.

- 39.13** When detouring is necessary, employees will be called to service from the list of qualified employees in seniority order. A qualified employee cannot request that their name be removed from the list of qualified employees upon being called into service. They may, however, do so subsequent to their return to their home terminal. Once such request is made, the employee will be restricted from further participation in the detouring, unless they are the junior qualified person available, in which case they will be required to participate.
- 39.14** When temporarily assigned to a terminal where unassigned freight pools exist, detour pool employees will be given preference on detour trains, regular assigned employees preference to normal traffic. This does not restrict the intermingled use of both employee groups nor will it constitute a runaround.
- 39.15** Any transportation of employees associated with the application of this Article will be provided by the Company. If employees elect to use their personal automobile(s) they will be compensated at a rate of \$0.28 per kilometre.
- 39.16** Employees will be provided with accommodations at the detour work site, if required to work at a place other than their normal home terminal. They will also receive a "detour premium payment" of \$50.00 per day for every day so assigned.
- 39.17** All employees in detour service will receive compensation for such duty pursuant to the applicable collective agreement when actually operating trains and/or deadheading. They will be guaranteed compensation of not less than their maximum monthly miles, on a pro-rated basis, for all time occupied in detouring.
- 39.18** Employees participating in detour operations will receive four consecutive personal days off, scheduled by the Company, within every fourteen day period.
- 39.19** The Company is responsible to provide all employees participating in detour operations or participating in familiarization and/or qualification training with timetables, monthly bulletins, detailed schematics of the territory and any other material necessary for the proper operations of trains, prior to the commencement of work/training on the territory.

<b>ARTICLE 40</b> <b>DURATION OF AGREEMENT</b>
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**40.01** This Agreement is effective May 23, 1999 and supersedes all previous Agreements, rulings or interpretations which are in conflict therewith. It will remain in effect until December 31, 2002 and thereafter until revised or superseded. In accordance with the Canada Labour Code, S.49(1), this Agreement will be subject to four months written notice preceding the date of expiration of the term, from either party to the Agreement, of its desire to revise, amend or terminate it.

SIGNED AT CALGARY this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(Sgd) S.M. Bromley  
S.M. Bromley  
General Manager  
Canadian Pacific Railway  
(Signature as per original copies)

(Sgd) R.S. McKenna  
R.S. McKenna  
General Chairman  
CCROU-BLE (East)  
(Signature as per original copies)

(Sgd) R.A. Decicco  
R. A. Decicco  
District General Manager  
Canadian Pacific Railway  
(Signature as per original copies)

Approved:  
Thomas G. Hucker  
International Vice-President &  
National Legislative Representative  
CCROU-BLE

# **MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC LIMITED AND ITS LOCOMOTIVE ENGINEERS EMPLOYED IN CANADA, EAST OF THUNDER BAY, REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

## **UNION DUES AGREEMENT**

**EFFECTIVE JANUARY 1, 1992**

### **Deduction of Dues**

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

1. The amount to be deducted will be equivalent to the uniform regular dues payment of each Division of the Brotherhood of Locomotive Engineers and will not include initiation fees or special assessments. The amount to be deducted will not be changed during the term of the Collective Agreement excepting to conform with a change in the amount of regular dues of any Division of the Brotherhood of Locomotive Engineers in accordance with its constitutional provisions. The provisions of this Agreement will be applicable to the Brotherhood of Locomotive Engineers on receipt by the Company of notice in writing from such organization of each Division, the names of employees under the jurisdiction of each Division and the amount of regular monthly dues of each Division. Such notice shall be given to the Manager, Labour Relations, by the General Chairman.
2. Membership in the Brotherhood of Locomotive Engineers will be available to any employee eligible under the constitution of said organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Division concerned. Membership will not be denied for reasons of race, national origin, color or religion.
3. Deductions for a newly hired employee or an employee transferring from the jurisdiction of one Division to another shall commence on the payroll for the first pay period which contains the 1<sup>st</sup> day of the month following notification. In respect of a newly hired employee, it shall be the responsibility of the Division Superintendent to submit the required notice and commence deductions.

In respect of an employee transferring from the jurisdiction of one Division to another it shall be the responsibility of the Brotherhood of Locomotive Engineers to notify the Division Superintendent of the name of each employee who transfers together with the Division under whose jurisdiction he then falls.

4. If the wages of an employee payable on the payroll for the period which includes the 1<sup>st</sup> day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. The Company will not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
5. Not more than one payment of dues shall be made by any employee in any month. Employees filling positions coming within the scope of more than one collective agreement in a month, shall pay union dues to the union holding the agreement under which the employee was regularly assigned as at 0001 on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another union in accordance with the foregoing, application to the

Company for refund of dues deducted under this Agreement shall be made by such employee.

6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.
7. The amounts of dues so deducted from wages less sums withheld in accordance with Paragraph 8 hereof accompanied by a statement of deductions from individuals and the Division under whose jurisdiction they fall will be remitted by the Company to the Officer or Officers of the Organization, as may be mutually agreed by the Company and the organization, not later than 40 calendar days following the pay period in which the deductions are made.
8. (a) This clause deleted effective August 1, 1999.  
  
(b) This clause deleted effective August 1, 1999.
9. The Company will not be responsible financially or otherwise, either to the organization or to any employee for any failure to make deductions, or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the organization, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Agreement will terminate at the time it remits the amounts payable to the designated Officer or Officers of the organization.
10. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Agreement, both parties will co-operate fully in the defence of such action. Each party will bear its own cost of such defence except that if at the request of the organization counsel fees are incurred these will be borne by the organization. Save as aforesaid the organization will indemnify and save harmless the Company from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.
11. This Agreement shall remain in effect until revised, superseded or terminated subject to six months' notice by either of the parties to the Agreement on the other.

**LETTER - Union Dues**

**CANADIAN PACIFIC RAILWAY**

CALGARY, April 27, 2000

Mr. R. S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions (BLE)  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Dear Sir:

Further to the Memorandum of Settlement (MOS) signed May 23, 1999.

During the process of incorporating MOS Changes into the collective agreement we encountered some difficulty placing language appropriately, relating to Union Dues. To resolve this problem, this letter will be added to the collective agreement.

Regarding the subject issue, we agreed to establish the following:

- 1) That the Company will develop a process for automatic union dues deduction.
- 2) The Company shall waive the fee charge (\$0.10/member/month) for local assessment of union dues.

Yours truly,

Assistant Vice-president  
Industrial Relations

**MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC LIMITED  
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
IN RESPECT OF ROADRAILER TRAINS**

This Agreement recognizes the parties' mutual objective to improve the carrier's ability to compete more effectively with the trucking industry and to attract new business or recapture lost traffic. The parties agree to the operation of solid Roadrailer trains in the territory between Detroit and Toronto and between Toronto and Montreal under the following conditions:

1. Trains in this service will be operated without a caboose.
2. Trains in this service will perform no work between terminals, except as necessary in connection with setting out bad order cars or picking up repaired cars previously set out by trains in this service. Lifting, doubling or setting over of blocks will be performed when required at both the originating and destination terminal.
3. The Roadrailer operation established by the terms of this Agreement will be operated by a Locomotive Engineer and a Conductor. Effective November 20, 1992, Locomotive Engineers in Roadrailer service will be compensated under the conditions of the Collective Agreement at the following rate of pay per day of 100 miles:

	85%	90%	95%
\$137.74	\$117.08	\$123.97	\$130.85

(This rate will be subject to the adjustment provided for in Clause 2(ii) in the Memorandum of Settlement.)

4. Roadrailer trains will be limited to a maximum of seventy-five (75) Roadrailer trailers.
5. Any dispute concerning the interpretations, application, administration or alleged violation of this Memorandum of Agreement may be dealt with under the grievance procedure of the Collective Agreement. A grievance may be instituted at Step 3 of the aforesaid grievance procedure.
6. Subject to the terms herein, the provisions of this Memorandum of Agreement supersede the Collective Agreement provisions, including those applicable to Locomotive Engineers on trains on which no Brakemen are employed, in conflict herewith.

SIGNED at MONTREAL, QUEBEC, this 16th day of November 1992.

FOR THE COMPANY:

FOR THE UNION:

(Sgd) J. S. McLean  
(for) General Manager  
Operation & Maintenance, IFS

(Sgd) Gary Wynn  
General Chairman

**DISTRICT LOCAL RULES BETWEEN CANADIAN PACIFIC LIMITED AND THE  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**On behalf of the Locomotive Engineers**

**on the**

**Farnham Seniority District  
Ottawa Seniority District  
Quebec Seniority District  
Winchester Seniority District**

**Effective April 28, 1974**

**Rule 1**

Engineer in freight service required to make transfer of train or engine between Ballantyne, Jacques Cartier Junction or Adirondack Junction and other points in the Montreal Terminals will be paid schedule rates and conditions for the time occupied.

**Rule 2**

An Engineer of the Winchester Seniority District will hold his turn out from time of first arrival in the Montreal Terminals.

**Rule 3**

Senior Engineers in service shall have preference of passenger, mixed, wayfreight and regular fast freight assignments, transfers, helpers, work, yard, herder or any other assignments that are or may be created.

All regular runs and assignments will be advertised 15 days in advance of change of time table or 15 days in advance of May 1st and November 1st respectively, if there is no change of time table within 30 days of such dates. All engineers must submit bids during this period and bids will close 5 days prior to time table change or dates set forth. Selection of assignments once made, cannot be changed after closing of bids.

When road assignments are advertised the Company will specify the home and away-from-home terminals, starting time at both terminals and the days of the week on which the assignment will operate. When yard assignments are advertised the Company will specify the designated point for reporting for the assignment, the starting time and the assigned days off.

Note: Engineer on sick leave, leave of absence or annual vacation during the entire period assignments are advertised will be allowed to exercise his seniority on return to service. Such exercise of seniority must occur when booking O.K. for duty.

#### **Rule 4**

In case an assignment is discontinued or Engineer is displaced by a senior Engineer, the Engineer so affected will have choice of any assignment to which his seniority entitles him. If he so desires he may take any advertised assignment during the period it is advertised that his seniority entitles him to, providing he submits an application for same.

#### **Rule 5**

(a) All permanent vacancies and new assignments will be advertised to the seniority district for a period of 7 days. The advertisement for same will include resulting vacancies.

(b) An unbid permanent vacancy and an unbid resulting vacancy at the advertising station will be filled by the senior demoted Engineer except where a reduction in the Engineers' working list is made coincident with the closing of the bulletin in which case an unbid permanent vacancy or an unbid resulting vacancy will be filled by the senior displaced Engineer desiring same.

(c) At other promotion points on the seniority district a resulting vacancy will be considered a permanent vacancy and advertised as outlined in Paragraph (a) hereof. If no applications are received for this permanent vacancy or a resulting vacancy at this promotion point, it will be filled as outlined in Paragraph (b) hereof.

(d) When applying, Engineers will indicate their present assignment and seniority number. The order of preference will also be shown, same not to be changed after expiration date of the advertisement.

#### **Rule 6**

All vacancies of over 30 days on any assignment will be considered as permanent vacancies and must be advertised as such. This is not to apply to engineers who are engaged in Brotherhood of Locomotive Engineers' work. In computing the 30 days as specified, time on annual vacation will not be used.

#### **Rule 7**

When the location of a roundhouse or the starting point of an assignment has been changed in terminals, it will be regarded as a new assignment and rebulletined accordingly.

#### **Rule 8**

The following will govern Engineers' temporary vacancies unless more restrictive rules are in effect:

(a) Vacancies of 7 days or less to go to the Engineers' spare board on a first-in first-out basis. (b) Vacancies of over 7 days or annual vacation vacancies, seniority will prevail.



(b) Vacancies of over 7 days or annual vacation vacancies, seniority will prevail.

(c) When an Engineer exercises his seniority to a temporary vacancy, he must remain on same until replaced by the regular Engineer or displaced by a senior Engineer except that he may exercise his seniority to subsequent occurring vacancies in preference service. For this rule, the order of preference is yard -- transfer -- road switcher -- spare list (when advertised) -- wayfreight -- through freight -- passenger.

Note: In the application of this rule, a day refers to a calendar day, any portion of which will constitute a day.

#### **Rule 9**

When an Engineer has become physically unable to follow his assignment, the Company's Officers, after consultation with the Local Chairman of the Brotherhood of Locomotive Engineers, and after the Engineer's condition has been substantiated by a proper medical certificate, may permit such Engineer to displace any junior Engineer on a suitable assignment.

#### **Rule 10**

The Local Chairman of the Brotherhood of Locomotive Engineers in conjunction with Divisional Company Officers may set up pool rules and assignments suitable for the manning of each Subdivision and regulate mileage in accordance with Article 33.

#### **Rule 11**

If an assignment is materially changed so as to make it inferior to its former status, such assignment will be readvertised. The following will constitute a material change in an assignment under this rule; change in starting time at the home or away-from-home terminal of two hours or more; where layover is changed from one terminal to another; the days of the week on which the assignment operates; a change involving over 15 pay miles per day exclusive of overtime.

#### **Rule 12**

Spare passenger Engineers of the Quebec Seniority District working in Quebec yards and in Montreal Terminals will do all spare passenger work on regular passenger assignments of their promotion territory when available. The first Quebec assignment in Montreal Terminals will be known as the spare passenger assignment.

Note: One Yard shift at Quebec will be held open for the spare list at that point.

#### **Rule 13**

When an engine breaks down en route or is taken off and replaced by another engine, the Engineer on the train will remain with same.

#### **Rule 14**

Wayfreight rates will be paid to wayfreight trains assigned to such

service between points where wayfreight rates are in force.

## **Rule 15**

In the event of an Engineer not being entitled to an Engineer's position at his home station, he shall have the right to move to any station on his promotion district where there is an Engineer's position manned by a junior Engineer.

Engineers transferring to another promotion station on their seniority district for any reason will be issued a transfer by the Designated Company Officer or Crew Dispatcher indicating all related information including the Engineer's mileage period and accrued mileage. When more convenient such transfer may be wired but in any event must be received at the point to which transferred before engineer is permitted to exercise his seniority. Copies of transfer form will be furnished to the Local Chairman involved.

Engineers wishing to be notified when they stand for work at another promotion station on the seniority district must file a request with the Designated Company Officer or Crew Dispatcher to this effect. Copy must be furnished to the Local Chairman. When notified of standing for work an Engineer must advise the Designated Company Officer or Crew Dispatcher within 24 hours of his decision to accept or reject such work. Unless his decision has been made known, he will not be permitted to commence work during this period. If no decision is received during the prescribed period the Engineer will remain on his present assignment.

## **Rule 16**

An Engineer who has performed a tour of duty or who has relieved an assigned Engineer on an assignment, when a spare Engineer is not available, at his away-from-home terminal or who has received or is receiving payment of held-away-from-home terminal time will not be required to make another tour of duty until he has made a trip to his home station unless there are no engineers available who are assigned to that Subdivision.

Held-away-from-home time will be computed under Clause 11.01 from the arrival time of the Engineer who has made the tour of duty. Clause 30.03 will not apply in the operation of this Local Rule.

## **Rule 17**

(Rules 17 to 25 inclusive apply in Montreal Terminals)

At each change of time table, regular and regular relief transfer assignments, including herder assignments, will be advertised on the following basis -- Winchester Seniority District Engineers will be allotted one transfer after which the remainder will be divided on a basis of 2 to the Farnham Seniority District and 1 to the Ottawa Seniority District.

## **Rule 18**

Engineers called for extra transfers and in extra herder service regardless of direction or destination will be called on the basis of 2 from the Farnham Seniority District and 1 from the Ottawa Seniority District. The order of calling once established will continue in the

prescribed ratio.

### **Rule 19**

At each change of time table, regular and regular relief yard assignments in Montreal Terminals will be advertised on the following basis: 2 yard assignments to the Quebec Seniority District after which the remainder will be divided 46% to the Farnham Seniority District, 40% to the Ottawa Seniority District, 14% to the Winchester Seniority District.

### **Rule 20**

Extra yards will be allotted to the Farnham and Ottawa Seniority Districts on a 50-50 basis. The order of calling once established will continue in the prescribed ratio.

### **Rule 21**

In establishing regular relief assignments, as many assignments as possible will be established in accordance with the provisions of Clause 4.03(2) of the Collective Agreement including combining the different services if necessary. The preponderance of the service on a relief assignment will govern its classification, i.e. yard or transfer.

### **Rule 22**

Each seniority district will provide their own temporary relief on yard and transfer assignments except, when no Winchester Seniority District Engineers are available on the Winchester Montreal Available List, temporary relief on Winchester transfer and yard assignments will be provided as per Local Rules Nos. 18 and 20 hereof.

### **Rule 23**

Calling of Engineers for relief extra work, will be in the following order of preference:

Class of Service (1) regular transfer, (2) extra transfers, (3) extra herder service, (4) regular yard, (5) extra yard.

In Areas (1) St. Luc Yard, (2) Glen Yard, (3) Outremont, (4) Cote St. Paul-LaSalle, (5) Hochelaga, (6) Angus, (7) Place Viger.

### **Rule 24**

Assignments created between changes of time table will be allotted in continuity with the allotment during the current time table as provided in Local Rules Nos. 17 and 19 except as hereinafter provided. When assignments are abolished between change of timetable, the seniority district affected will withstand the loss until the next change of time table except that newly created assignments or assignments recreated will be allotted by applying the percentage specified in Local Rules Nos. 17 and 19 and advertised accordingly.

## **Rule 25**

Prior to advertising assignments at each change of time table, a meeting will be held with Brotherhood and Company representatives to allot regular assignments as set out in Local Rules Nos. 17 and 19 herein, giving due regard to location of assignments within the terminals.

Note: Rules 17 to 25 inclusive apply in Montreal Terminals.

## **Rule 26**

When a demoted Engineer or available fireman (helper) is used out of a Home Terminal as an Engineer for one trip, he will complete the round trip to his Home Terminal as an Engineer.

## **Rule 27**

Assigned and unassigned Engineers in yard and transfer service in Montreal Terminals will report for duty at the designated point, or the point called for in unassigned service, and if not released from duty at the same point, the Company will provide them with transportation back to the starting point with the Engineers being on continuous time until released from duty at that point.

## **Rule 28**

An Engineer called for a tour of duty to be performed exclusively within the limits of Montreal Terminals will be paid for such tour of duty at yard rates and under yard conditions.

## **Rule 29**

Assigned and unassigned engineers in herder service will report for duty at St. Luc Shop and if not released from duty at that point, the Company will provide them with transportation back to the starting point with the Engineers being on continuous time until release from duty at that point.

## **Rule 30**

(a) When passenger Engineers in Montreal Terminals are called to report, or are released from duty, at other than the bulletined designated point, travelling time arbitrary of 15 minutes or 5 miles will be paid between Glen and Windsor Station.

Examples:

(1) An Engineer who reports for duty at the Glen on outward assignment and is released from duty at Windsor Station on inward trip will be paid travelling time arbitrary to return to the Glen.

(2) An Engineer who reports for duty at Windsor Station on outward assignment and is released from duty at Glen on inward trip, will be paid travelling time arbitrary to return to Windsor Station.

(3) An Engineer who is due to report for duty on outward assignment at Windsor Station and is called to report to the Glen to handle unit to Windsor Station will be paid travelling time arbitrary between Windsor Station and the Glen.

(4) An Engineer who is due to report for duty on outward assignment at the Glen and is called to report to Windsor Station will be paid travelling time arbitrary between the Glen and Windsor Station.

(b) Passenger Engineers, whose away-from-home terminal is Montreal, who are entitled to and do use bunkroom facilities at the Glen Yard, will be paid travelling time arbitrary between Windsor Station and the Glen, or vice versa, as set forth in Item (a).

(c) The 5 miles is an arbitrary payment over and above the initial and final time payments provided for in Article 2.

(d) Ottawa or Smiths Falls freight engineers required to travel from St. Luc to the Glen, Windsor Station or Montreal West Station or vice versa account of extra passenger service will be paid 12-1/2 miles at minimum freight rates.

(e) When passenger engineers come on duty at Windsor Station they will receive a 5 minute advance call to permit time for a brake test.

### **Rule 31**

(a) With reference to Clause 33.06, should there be no available pool Engineers to fill pool vacancies, spare or available Engineers to fill necessary vacancies the senior available demoted Engineer or senior available qualified fireman (helper) will be used.

(b) When it is necessary to use Engineers who have accumulated maximum permissible mileage, the senior available Engineer in the service required will be called. In similar circumstances assigned Engineers will be called for their assignments.

### **Rule 32**

These Local Rules may be cancelled or revised upon 60 days written notice from either party.

Signed at MONTREAL, Quebec, April 17, 1974.

For Canadian Pacific Limited:

R.A. Swanson  
General Manager  
Operation and Maintenance

For the Brotherhood of Locomotive Engineers:

E.C. Machin  
General Chairman  
Atlantic and Eastern Regions

# LOCAL RULES BETWEEN CANADIAN PACIFIC LIMITED AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

## On behalf of the Locomotive Engineers employed on the Ontario District

Revised & reprinted, effective May 1, 1975.

### Rule 1

An Engineer in freight service who is required to transfer his train or engine between points in the Toronto Terminals will be paid schedule rates and conditions in accordance with Article 3.

### Rule 2

Hamilton Subdivision passenger Engineers will be paid 50 miles each way, which will include switching up to 30 minutes, detention after 2 hours and 30 minutes each way. On trains where engines run through Hamilton, the 50 miles each way will cover allowances (preparatory, inspection and switching) at Hamilton up to 30 minutes.

### Rule 3

Hamilton Subdivision freight Engineers, unless in turnaround service, will be paid 100 miles each way but will be liable for further service to the extent of 8 consecutive hours at the rate of 1 hour for each 12-1/2 miles; 12-1/2 miles to count as 1 hour's service. Overtime to be paid after 8 hours at 3/16 of the daily rate per hour. If used in turnaround service, mileage or continuous time will be paid.

### Rule 4

Wayfreight rates will be paid to trains assigned to wayfreight work between points where wayfreight rates are now in force.

### Rule 5

To conform with the jurisdiction of territory and for the application of the Collective Agreement, the following highway mileages will apply between the specified points:

London-Chatham	75 miles
London-Woodstock	30 miles
London-Hamilton	80 miles
London-Guelph Jct.	85 miles
London-Guelph	75 miles
London-Goderich	70 miles
Toronto-Owen Sound	130 miles
Toronto-Orangeville	60 miles



## **Rule 6**

An Engineer who has made a tour of duty out of his away-from-home terminal will not be required to make another tour of duty, except as provided for in Clause 3.03(4), until he has made a trip to his home station, unless there are no Engineers available who are assigned to that subdivision.

Held-away-from-home time will be computed under Clause 11.01 from the arrival time of the Engineer who has made the tour of duty. Clause 30.03 will not apply in the operation of this Local Rule.

## **Rule 7**

A passenger Engineer will not be run through over more than one subdivision except in case of emergency in which case he should be returned deadhead to \*his home terminal on the first available train. Extra passenger trains on the Belleville Subdivision may be run through Trenton subject to the rules governing Run Through Freight operations.

\* Revised March 1, 1981.

## **Rule 8**

The Ontario District will extend from Smiths Falls west to Windsor, MacTier (not including MacTier except as per special agreement) including all branches insofar as promotion of Engineers is concerned.

The jurisdiction of Engineers' work on the Ontario District will be as set forth in the Memorandum Relating to Engineers' Work on the Ontario District, dated March 1, 1974, attached as Appendix "A", and made part hereof.

## **Rule 9**

Main terminals are London, Toronto Terminals and Smith Falls.

## **Rule 10**

All permanent vacancies will be advertised to the district for 7 days and the results made known within 5 days. Applications will be accepted from qualified Engineers, although they may not at the time be working as Engineers, provided that such qualified Engineers stand for Engineers' work on the jurisdiction where the vacancy occurs.

## **Rule 11**

When it is known that a first-class run is to be temporarily vacant for 30 days or more, except vacation vacancies, it will be advertised for 5 days at the main terminal where the vacancy occurs and within 2 days thereafter the senior applicant in other than passenger service will be assigned to the temporary vacancy.

Note: "First-class run" means train so designated in timetable.

## **Rule 12**

If an Engineer is on leave of absence, annual vacation, sick leave or off for mileage during the entire period that an advertisement is posted he may make application in writing in accordance with his seniority at any time up to the completion of this first tour of duty when returning to the working list. In the application of this rule a round trip will be considered a tour of duty.

## **\* Rule 13**

An Engineer in any class of service at main terminals who between changes of time may desire to take pool service or spare board work, or any engineer desiring to change from one subdivision to another for pool service, will make application in writing to the Designated Company Officer, or Crew Dispatcher in the CMC when applicable, in order that he may be placed on the first permanent vacancy to which his seniority may entitle him on such subdivision. Engineer should retain copy of his application for reference.

\* Revised March 1, 1981.

## **Rule 14**

\*(a) An Engineer taking an assignment at an outside point away from the main terminals specified in Local Rule No. 9 will be permitted to hold same for 2 years, unless demoted, except assignments at Woodstock, Windsor, Oshawa and Oakville.

\* Revised March 1, 1981.

(b) An Engineer who, for any cause, loses his assignment at an outside point where two or more assignments operate may exercise his seniority at that particular point notwithstanding that he has been at that point more than 2 years and the Engineer who has been displaced has not been there 2 years.

(c) An Engineer senior to an Engineer who has been on an assignment at an outside point for 2 years or more may request to have such outside job advertised and must apply for the vacancy. If he is the senior applicant, he will be assigned to it.

(d) An Engineer who has been on an assignment at an outside point for 2 years or more may make request to have such outside assignment advertised and he may take any assignment to which his seniority entitles him. He cannot renew his two-year protection by causing an outside assignment to be advertised and rebidding same.

Note: Engineers protected under this rule will not be permitted to exercise their seniority to temporary vacancies at other points or main terminals except that protected engineers at Havelock and Peterborough may claim temporary vacancies at either point.

## **Rule 15**

In filling vacancies of 7 days or over at outside points, the junior spare engineer will be sent unless a senior Engineer applies. This

will not involve the Company in any expense for deadheading.

## **Rule 16**

In case an assignment is discontinued or an Engineer is displaced by a senior Engineer, the Engineer so affected will have his choice of any assignment to which his seniority entitles him except assignments protected by Rule 14. If he so desires he may take any advertised assignment during the period it is advertised that his seniority entitles him to, providing he submits an application for same.

## **Rule 17**

When a new assignment is created at an outside point and it is known that it will be in effect for at least one month it will be advertised at once. If the duration of the assignment is unknown, it will be advertised after 15 days and the senior applicant assigned.

## **Rule 18**

Local Chairman in conjunction with Divisional Officers may set up pool rules and assignment suitable for the manning of each subdivision and regulate mileage in accordance with Article 33.

## **Rule 19**

If an assignment is materially changed so as to make it inferior to its former status, such assignment will be readvertised. The following will constitute a material change under this Local Rule:

- (1) Change in the starting time at the home or foreign terminal of 2 hours or more;
- (2) Where layover is changed from one terminal to another;
- (3) Change in the days of the week on which the assignment operates;
- (4) A change involving over 15 pay miles per day, exclusive of overtime.

Note: This rule will not be applicable at points protected by Rule 14 unless requested by assigned Engineers.

## **Rule 20**

Temporary passenger vacancies of 7 days or less at Toronto will be handled as follows:

- (a) Engineers on the North Pool list will man passenger vacancies on the MacTier and Owen Sound Subdivisions;
- (b) Engineers on the Toronto Spare list will man passenger vacancies between Toronto and Havelock;
- (c) Eastward extra passenger trains on the Belleville Subdivision will be handled as follows:

Trains to Smiths Falls in accordance with rules governing Run-Through Freight operation;

Trains to points east of Trenton by Toronto Run-Through Pool Engineers;

Trains between Toronto and Trenton or intermediate points by Toronto spare Engineers;

(d) Engineers on the Hamilton Pool list will man passenger vacancies on the Hamilton Subdivision.

Note: Temporary vacancies of over 7 days will be handled as provided by Local Rule 21.

### **Rule 21**

Except as provided in Rules 14 and 20 and at Smiths Falls where no spare Engineers' list is maintained the following will govern temporary vacancies in all classes of service:

(a) Temporary vacancies of 7 calendar days or less will be filled by spare Engineers on a first-in first-out basis;

(b) Temporary vacancies of over 7 calendar days may be filled by the senior Engineer applying;

(c) Annual vacation vacancies may be filled on the first day by the senior Engineer applying;

(d) At Smiths Falls, the senior Engineer applying may fill a temporary vacancy from the first day;

(e) When an Engineer exercises his seniority to a temporary vacancy, he must remain on same until displaced by the regular Engineer or senior Engineer.

### **Rule 22**

When an engine breaks down en route or is taken off and replaced by another engine, the Engineer on the train will remain with same.

### **Rule 23**

The only assigned freight trains, other than such as may mutually agreed to, are wayfreight and Nos. 73-78, St. Thomas Subdivision.

### **Rule 24**

When an Engineer has become physically unable to follow his assignment and this condition has been substantiated by proper medical certificate or sickness in his immediate family prevents him from doing so, by agreement between the Company and the Brotherhood he may be permitted to displace any junior Engineer on a suitable assignment. After the expiration of a six month period, he may exercise his seniority at any time subject to mutual approval of the Company and the Brotherhood.

## **Rule 25**

When a regular Engineer at an outside point is off on account of sickness or otherwise, he will be required to book available for duty in sufficient time to permit the relieving Engineer to be advised before completing his last tour of duty.

## **Rule 26**

When a demoted Engineer or available qualified fireman (helper) is used out of a home terminal as an Engineer, he will complete the round trip to the home terminal as an Engineer.

## **Rule 27**

(a) Spare Engineers will be used for assisting service and delivering engines in Toronto Terminals and will be paid yard rates with yard conditions applying.

(b) A spare Engineer in these services will report for duty at the specified point and, if not released from duty at that point, the Company will provide transportation back to the starting point with the Engineer being paid on a continuous basis until released from duty at that point.

(c) Except as provided in (d) hereof, spare Engineers will be used to assist trains out of Toronto and will be governed by the provisions of Clause 3.03(4) of the Collective Agreement.

(d) Galt Subdivision pool Engineers will be used when an assist is required from Toronto to London.

## **Rule 28**

With reference to Clause 33.06, should there be no available pool Engineers to fill pool vacancies, spare or available Engineers to fill necessary vacancies the senior available demoted Engineer or senior available qualified fireman (helper) will be used.

## **Rule 29**

\* All regular runs and assignments will be advertised fifteen (15) days in advance of change of time or fifteen (15) days in advance of May 1st and November 1st respectively, if there is no change of time within thirty (30) day this period and bids will close five (5) days prior to time change or the dates set forth. Selection of assignments once made cannot be changed after closing of bids.

\* Revised March 1, 1981.

When road assignments are advertised, the Company will specify the home and away-from-home terminals, starting time at both terminals and the days of the week on which the assignment will operate. When yard assignments are advertised the Company will specify the designated point for reporting for the assignment, the starting time and the assigned days off.

Note: Engineer on sick leave, leave of absence or annual vacation during the entire period assignments are advertised will be allowed to exercise his seniority on return to service. Such exercise of seniority must occur when booking OK for duty.

In the event there are no applicants for any particular run or assignment, the junior Engineer at the station where the relief is normally supplied from, will be required to fill the vacancy unless otherwise specified by local agreement.

**Rule 30**

The signatories may request an immediate revision of these rules during the 90-day period following their implementation after which they may be cancelled or revised upon 60 days written notice from either party.

For Canadian Pacific Limited:      For the Brotherhood of  
Locomotive Engineers:

L.A. Hill  
General Manager

E.C. Machin  
General Chairman

## APPENDIX "A"

### MEMORANDUM RELATING TO ENGINEERS' WORK ON THE ONTARIO SENIORITY DISTRICT

It is recognized that Engineers' assignments on the Ontario Seniority District will be advertised to all Engineers holding seniority on the District. The following jurisdiction of territory will apply in supplying relief for temporary vacancies, progressing grievances and working conditions:

#### Section 1

Toronto Engineers, B.L.E. Division 295, will have jurisdiction over the following:

- (a) All work on the following Subdivisions -- C.N.R. Oakville Subdivision (Toronto-Hamilton Jct.), Orangeville, Owen Sound, Elora, Teeswater, Walkerton, MacTier, Port McNicoll, Bobcaygeon, Nephton.
- (b) On the Galt Subdivision -- all assigned work between Toronto and Streetsville and all trains between Toronto and Streetsville to and from the Orangeville, Owen Sound, Elora, Teeswater and Walkerton Subdivisions.
- (c) On the Havelock Subdivision -- all work west of Havelock.
- (d) On the Belleville Subdivision -- all work between Toronto and Trenton except as provided by the Memorandum of Agreement dated October 29, 1969 and related rules and agreements; work between Smiths Falls and Trenton as provided by the aforementioned memorandum, rules and agreements.
- (e) In Trenton Yard -- all regular, relief and extra yard.
- (f) In MacTier Yard -- work as provided by Special Agreement with the Algoma Seniority District.
- (g) In Toronto Terminals -- all yard and transfer work.

#### Section 2

London Engineers, B.L.E. Division 528, will have jurisdiction over the following:

- (a) All work on the St. Marys, St. Thomas, Port Burwell, Goderich and Windsor Subdivisions.
- (b) On the Galt Subdivision -- all work except as provided by Section 1(b) hereof.



### **Section 3**

Smiths Falls Engineers, B.L.E. Division 658, will have jurisdiction over the following:

- (a) On the Havelock Subdivision -- all work east of Havelock.
- (b) On the Kingston Subdivision -- all work.
- (c) On the Belleville Subdivision -- all work between Smiths Falls and Trenton except as provided by the Memorandum of Agreement dated October 29, 1969 and related rules and agreements; work between Toronto and Trenton as provided by the aforementioned Memorandum, rules and agreements.
- (d) In Havelock Yard -- all regular, relief and extra yard assignments.

Toronto, Ontario  
March 1, 1974.

**LOCAL RULES**  
**BETWEEN CANADIAN PACIFIC LIMITED**  
**AND THE**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**On behalf of the Locomotive Engineers employed on the Chapleau,  
Schreiber and Sudbury Seniority Districts**

Revised & reprinted, effective March 1, 1977.

1. A pool Engineer filling a vacancy in assigned passenger service will not be placed in pool service until returned to his home terminal, unless otherwise provided.
2. Regular assigned passenger Engineers may double for each other at points where practicable, in which case the numbers of trips permitted will be mutually agreed to by the Company and the Local Chairman of the Brotherhood of Locomotive Engineers.
3. Unless otherwise arranged, an Engineer will always be called and, except in cases of emergency, will be given 2 hours' notice for duty and will also be advised what service he is required for.
4. Temporary vacancies of 7 days or less will be filled by spare Engineers or, in the absence of a spare list, by pool Engineers, on a first-in, first-out, basis.
5. Temporary vacancies of over 7 days may be filled by the senior Engineer applying.

In the event there are no applications from Engineers for a temporary vacancy at an outside point of over 7 days, such vacancy will be filled by the junior spare Engineer unless another Engineer is specified by local agreement.

Annual vacation vacancies may be filled on the first day by the senior Engineer applying.

When an Engineer exercises his seniority to a temporary vacancy he must remain on same until relieved by the regular Engineer, displaced by a senior Engineer or is the successful applicant for a permanent vacancy, unless otherwise locally arranged.

Notes: In the application of Rules 4 and 5, a day refers to a calendar day, any portion of which will constitute a day.

On the Sudbury Seniority District where there are four (4) main terminals, namely North Bay, MacTier, Sudbury and Sault Ste. Marie, Rules 4 and 5 apply to each main terminal separately.

6. When an engine breaks down en route and is taken off and replaced by another engine, the Engineer on the train will remain with the same.

7. The jurisdiction of Engineers' work on the Chapleau, Schreiber and Sudbury Seniority Districts is as set forth in Appendix "A" to these rules and made a part thereof.

8. All regular runs and assignments will be advertised 15 days in advance of change of time or 15 days in advance of May 1st and November 1st respectively, if there is no change of time within 30 days of such dates. All Engineers must submit bids during this period and bids will close 5 days prior to time change or the dates set forth. Selection of assignments once made cannot be changed after closing of bids.

When road assignments are advertised, the Company will specify the home and away-from-home terminals, starting time at both terminals and the days of the week on which the assignment will operate. When yard assignments are advertised the Company will specify the designated point for reporting for the assignment, the starting time and the assigned days off.

Note: Engineer on sick leave, leave of absence or annual vacation during the entire period assignments are advertised will be allowed to exercise his seniority on return to service. Such exercise of seniority must occur when booking O.K. for duty.

9. Work trains will be advertised if it is known that they are to operate for a period of one week or more.

Senior applicant to have preference and will remain with the assignment selected until all runs and assignments are readvertised or assignment is abolished, unless a vacancy in promotion order, which shall be as mutually agreed locally, occurs.

10. All permanent vacancies, except pool and spare boards vacancies, will be advertised to the seniority district for 7 days and the results made known as soon as possible. On the Sudbury Seniority District, applications will be accepted from qualified Engineers although they may not at the time be working as Engineers, provided that such qualified Engineers stand for Engineers' work on the jurisdiction where the vacancy occurs.

11. An Engineer in any class of service at main terminals who, between changes of time, may desire to take pool service or spare board work, or any Engineer desiring to change from one subdivision to another for pool service, will make application in writing to the appropriate officer of the Company in order that he may be placed on the first permanent vacancy to which his seniority may entitle him on such subdivision. Engineer should retain a copy of his application for reference. Such applications must be renewed at or following each change of time advertisement of regular runs and assignments.

12. All temporary vacancies of over 30 days, except pool and spar duration which will be filled in accordance with Rule 11, will be considered as permanent vacancies and advertised to the seniority district in accordance with governing rules. In computing the 30 days, time employed by the Brotherhood of Locomotive Engineers and on annual vacation will not be used.

13. When an Engineer has become physically unable to follow his assignment and this condition has been substantiated by proper medical certificate, or sickness in his immediate family prevents him from doing so, by agreement between the Company and the Brotherhood, he may be permitted to exercise his seniority to yard or other suitable work. After the expiration of a six month period, he may exercise his seniority at any time, subject to the mutual approval of the Company and the Brotherhood.

14. The Local Chairman of the Brotherhood of Locomotive Engineers in conjunction with Divisional Company Officers may set up pool rules and assignments suitable for the manning of each subdivision and regulate mileage in accordance with Article 33.

15. If an assignment is materially changed so as to make it inferior to its former status, such assignment will be readvertised. The following will constitute a material change in an assignment under this Rule.

(1) Change in the starting time at the home or away-from-home terminal of 2 hours or more;

(2) Where layover is changed from one terminal to another;

(3) Change in the days of the week on which the assignment operates;

(4) A change involving over fifteen (15) pay miles per day, exclusive of overtime.

16. Providing there are other Engineers available, an Engineer on the Engineers' spare board who loses his turn by not being available when called or who books sick or obtains leave of absence when called will, unless more restrictive rules are in effect at that location, not again be placed on the spare board until 12 hours after the time he was first called and then he will be placed at the foot of the spare board.

17. An Engineer who has performed a tour of duty at his away-from-home terminal will not be required to make another tour of duty until he has made a trip to his home station unless there are no Engineers available who are assigned to that subdivision.

Note: An Engineer who has made a trip from North Bay to Webbwood and then ordered to Cartier or a trip from North Bay to Cartier and then ordered to Webbwood will be considered as having made a tour of duty out of his away-from-home terminal.

Held-away-from-home time will be computed under Clause 11.01 from the arrival time of the Engineer who has made the tour of duty.

Clause 30.03 will not apply in the operation of this Local Rule.

\*18. Assigned and unassigned yard Engineers at Sudbury will report for duty at the shop track and if not released from duty at the same point, the Company will provide them with transportation back to the starting point with the Engineers being on continuous time until released from duty at that point.

\* Revised March 1, 1981.

19. With reference to Clause 33.06, should there be no available pool Engineers to fill pool vacancies, spare or available Engineers to fill necessary vacancies, the senior available demoted Engineer or senior available qualified fireman (helper) will be used. When it is necessary to use Engineers who have accumulated maximum permissible mileage, the senior available Engineer in the service required will be called. In similar circumstances assigned Engineers will be called for their assignments.

20. The signatories may request an immediate revision of these rules during the 90-day period following their implementation after which they may be cancelled or revised upon 60 days written notice from either party.

For Canadian Pacific Limited:

For the Brotherhood of  
Locomotive Engineers:

L.A. Hill  
General Manager

E.C. Machin  
General Chairman

## APPENDIX "A"

### MEMORANDUM RELATING TO ENGINEERS' WORK ON THE CHAPLEAU, SCHREIBER AND SUDBURY DISTRICTS

It is recognized that Engineers' work on each Seniority District will be advertised to all Engineers of the Seniority District involved. The following jurisdiction of territory will apply in supplying relief for temporary vacancies, progressing grievances and working conditions.

#### Section A Chapleau Seniority District

Chapleau Seniority District Engineers, B.L.E. Division 319, will have jurisdiction over the following:

- (a) All work on the Nemegos Subdivision.
- (b) All work on the White River Subdivision.
- (c) All yard work at Cartier.
- (d) All yard work at Chapleau.
- (e) Trains 417-418, as provided by letter from Mr. G.W. Miller, Assistant General Manager, dated May 9, 1961. (See Appendix "B")

#### Section B Schreiber Seniority District

Schreiber Seniority District Engineers, B.L.E. Division 562, will have jurisdiction over the following:

- (a) All work on the Heron Bay Subdivision.
- (b) All work on the Manitowadge Subdivision.
- (c) All work on the Nipigon Subdivision.
- (d) All yard work at White River.
- (e) All yard work at Schreiber.

Section C  
Sudbury Seniority District

(1) North Bay Engineers, B.L.E. Division 308 (North Bay), will have jurisdiction over the following:

- (a) All work on the North Bay Subdivision.
- (b) All work on the Temiscaming Subdivision.
- (c) All work on the Ville Marie Subdivision.
- (d) All work on the Cartier Subdivision originating at North Bay or intermediate points destined Cartier, except as provided in Clause (3) (e).
- (e) All work on the Webbwood Subdivision originating at or destined for Romford or points east of Romford.
- (f) All unassigned work originating at Webbwood destined Cartier and originating at Cartier destined Webbwood.
- (g) All yard work at Chalk River.
- (h) All yard work at North Bay.

Note: All Short Turnaround service on the Cartier Subdivision ex Cartier will be manned by North Bay Engineers to the extent they are available.

(2) MacTier Engineers B.L.E. Division 288, will have jurisdiction over the following:

- (a) All work on the Parry Sound Subdivision.
- (b) All work on the Cartier Subdivision originating on or destined to the Parry Sound Subdivision.
- (c) The C.I.L. acid train as provided by Local Agreement dated November 1967. (See Appendix "C")
- (d) Yard work at MacTier as provided by Special B.L.E. Agreement dated May 7, 1962 with the Ontario Seniority District.

(3) Sudbury Engineers, B.L.E. Division 308 (Sudbury), will have jurisdiction over the following.

- (a) All work originating at Sudbury not included 1, 2, or 4 hereof.
- (b) All work on the Little Current and Nickel Subdivisions.
- (c) All yard work at Sudbury.
- (d) Trains 417-418, as provided by letter from Mr. G.W. Miller, Assistant General Manager, dated May 9, 1961. (See Appendix "B")

- (e) All work trains originating between Romford and Cartier.
- (f) Forest Products train ex Cartier.
- (g) All assigned work originated at Webbwood or intermediate points on Webbwood Subdivisions.

(4) Sault Ste. Marie Engineers, B.L.E. Division 308 (Sault Ste. Marie), will have jurisdiction over the following:

- (a) All work on the Thessalon Subdivision.
- (b) Assigned passenger work between Sault Ste. Marie and Sudbury.
- (c) All yard work at Sault Ste. Marie.

Note: The jurisdiction of territory on the Sudbury Seniority District will apply in advertising assignments (Rule 14), filling unbid assignments and the promotion and demotion of engineers.



## APPENDIX "B"

Mr. J.F. Walter  
General Chairman  
Brotherhood of Locomotive Engineers  
619 Keefer Building  
1440 St. Catherine St. W.  
Montreal, Quebec  
H3G 2K3

Dear Sir:

With reference to your letter of April 25th, and our subsequent conversations, regarding the method of manning Trains 417 and 418 between Chapleau and Sudbury.

Pursuant to the provisions of Clause 30.09 of the Agreement, it is understood that, effective May 1st, Engineers will operate through from Chapleau to Sudbury and from Sudbury to Chapleau, the following arrangements to apply to this assignment:

1. Assignments to be bulletined and mileage equalized between Chapleau and North Bay seniority districts, such equalization to be reviewed by the respective local chairman and superintendents concerned and to be arranged only once during the life of the working timetable.
2. Home terminal of assignment to be Chapleau when Chapleau engineer is assigned and Sudbury when North Bay Engineer is assigned. Relief to be provided assigned Engineer at this designated home terminal.

When changeover of home terminal occurs due to mileage equalization, deadhead mileage will be paid to Engineer returning to his home terminal or travelling to away-from-home terminal.

3. Engineman's bunkhouse at Sudbury will be available for Chapleau men, and van or other suitable accommodation will be provided at Chapleau for North Bay men.
4. Spare and regularly assigned Engineers will receive competent assistance in learning the portion of the road outside their own seniority district. The matter of instruction in the operation of R.D.C. equipment is covered in letter of the Superintendent Motive Power and Rolling Stock dated December 20th (copy to General Chairman Walter) and presumably this question can be satisfactory taken care of locally.

The foregoing understandings and arrangements are mutually agreeable to the undersigned. Two copies of this letter are attached for our joint signature. I have signed both and shall be glad if you will do likewise, returning one copy to me for my records.

Yours truly,

G.W. Miller  
Assistant General Manager

J. Walter  
General Chairman Brotherhood of  
Locomotive Engineers

## APPENDIX "C"

### **LOCAL AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY AND ITS LOCOMOTIVE ENGINEERS EMPLOYED ON THE NORTH BAY SENIORITY DISTRICT, COVERING THE MANNING OF SOUTHBOUND ACID TRAIN AT C.I.L. COPPER CLIFF PLANT, MILEAGE 5, WEBBWOOD SUBDIVISION**

1. This Local Agreement records the intention of the parties mentioned above to revise a portion of the present Algoma Local Rules, concerning the allotment of work (Blue Book) with respect to Cartier and Webbwood Subdivisions, Parry Sound Subdivision and Sudbury Engineers.
2. Assignment known as C.I.L. Acid Unit Train operating between Mileage 5, Webbwood Subdivision, south to MacTier via Sudbury, to be handled by MacTier Pool Crews for this assignment only.
3. Mileage for Engineers operating on this Acid Unit Train to be paid, in accordance with Article 15, Brotherhood of Locomotive Engineers' Collective Agreement. (Mileage or hours made, whichever is the greater).
4. In the event C.I.L. Acid Trains operating out of C.I.L. Plant, Coppercliff, consists of East movements, this work to revert back to original Local Rule Agreement concerning allotment of work.
5. Time to be computed from main line Iron Plant switch, Webbwood Subdivision, until returning and clearing same switch on the return movement.
6. This agreement may be terminated on 30 days' notice by either party.

For the Brotherhood of Locomotive Engineers:

P. Stelmack  
Sub-Local Chairman, Div. 308

C.C. King  
Local Chairman, Div. 308

H.E. Smith  
Local Chairman, Div. 288

For the Company:

F.L. Moorey  
Superintendent, C.P.R.

Dated at Sudbury, Ont. November.....1967.

## APPENDIX "D"

### MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC LIMITED, UNITED TRANSPORTATION UNION (ENGINEMAN) AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. This memorandum of Agreement is entered to provide for the orderly demotion of Locomotive Engineers within the provision of the rules to the position of firemen (helpers) at North Bay, MacTier, Sudbury and Sault Ste. Marie as contemplated by the second paragraph of the Note to Clause 21.04 of the U.T.U.(E) Collective Agreement and the second paragraph of the Note to Clause 21.02 of the B.L.E. Collective Agreement.
2. No demoted Engineer will be permitted to hold a position as a fireman (helper) at any terminal while a junior Engineer is on the Engineers' working list at such terminal.
3. An Engineer cut off the Engineers' working list at any terminal may exercise his seniority as Engineer at any terminal on the Sudbury Seniority District.
4. A demoted Engineer who exercises his seniority as a fireman (helper) on the jurisdiction of territory known at his "home terminal" rather than taking Engineers' work at another terminal cannot apply for Engineers' work at such other terminal during the current time table.
5. An Engineer working on a jurisdiction of territory defined as his home terminal who does not stand for work as Engineer on another jurisdiction cannot apply for firemen (helpers') work on such other jurisdiction and thereby demote himself.
6. When an additional Engineer(s) is (are) required at a terminal and no demoted Engineer or qualified fireman (helper) is available for promotion, the senior demoted Engineer or qualified fireman (helper) on the seniority district will be required to fill the vacancy at such terminal until relieved or until he stands for Engineers' work at his home terminal.
7. This Agreement may be revised or cancelled upon 60 days written notice.

Signed at TORONTO, Ont., this 9th day of December 1976.

L.A. Hill  
Canadian Pacific Limited

C.J. Allen  
United Transportation Union (Engineman)

E.C. Machin  
Brotherhood of Locomotive Engineers

Date: Montreal, November 22, 1985

From: J.T. Sparrow

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

This has reference to the procedures to be followed when Running Trades Employees are returning to work following absence from duty due to illness or non-compensable injury.

We have been advised by the Chief Medical Officer that the following procedure should be applied.

Inasmuch as the safety of the employee himself, his fellow employees and the public is dependent on the constant alertness and physical fitness of the employee in these classes of service, approval from the Chief Medical Officer is required where the employee's illness or injury, if recurrent, might subject him to sudden incapacity. These illnesses would include, as examples, circulatory, cardiac or psychiatric problems, diabetes, any loss of consciousness and serious back problems. Any employee suffering such illness or accident must be advised at the earliest opportunity that the approval of the Chief Medical Officer for his return to work will require the submission of a medical report from his physician to the Chief Medical Officer. In order to ensure that the employee's current medical condition and status may be properly evaluated and avoid, to the extent possible, any delay to his return to work, he should be advised that the medical report should be forwarded approximately one week prior to the anticipated date of return to duty and be based on a medical assessment given at that time. The report should identify the employee by name, date of birth, position and location and contain details of his/her medical condition including a precise diagnosis, the response to treatment and the medication required. In respect of cardiac cases, details of the employee's cardiac status and an evaluation of his/her exercise tolerance should also be supplied. This does not require a formal cardiac stress test.

Our experience has indicated that the majority of the delays in returning an employee to service are the result of failure of the employee's physician to appreciate the necessity of these reports, the importance of their expeditious handling and the specific information required in them. It is recommended therefore that, in addition to verbally advising the employee that the submission of such a report is necessary, he be sent the attached draft letter and be required to show it to his doctor. For convenience and to ensure prompt delivery, the employee may be provided with an envelope addressed to the Chief Medical Officer, c/o the employee's Supervisor, for the report which the employee could then return for forwarding via O.C.S. mail if he so desires.

It should be stressed that the above procedure applies only in the circumstances described and that the large majority of cases will not require the approval of the Chief Medical Officer for the employee's return to service his Supervisor, of the "Certificate of

Fitness" from the employee's personal physician.

In order to preclude Running Trades employees being held off duty unnecessarily following their recovery from illness or accident, please ensure that the above procedures are followed in returning such employees to duty.

Inasmuch as any employee described in paragraph two of this letter must be considered medically unfit for service until approval to resume duty is received from the Chief Medical Officer, it is recommended, in order to protect the employee's eligibility for W.I.B., that the following words be included in Answers 3, 2 and 2 in the Employer's Statement on National Life claim forms E, H and J respectively: "This man will not be permitted to resume duty until authorization is received from our Chief Medical Officer". As well, Form F, Notice of Termination, should not be completed and forwarded to National Life until such employees have actually been authorized to resume duty and have done so.

Please ensure that all Operating Officers involved in the handling of running trades employees who have been absent from service due to illness or non-compensable injury are aware of these procedures. A copy of this letter is being given to the General Chairmen.

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

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

DRAFT

Dear Mr. \_\_\_\_\_ :

In view of the nature of your illness (or injury), which has caused your absence from work since \_\_\_\_\_, it will be necessary to obtain authorization from the Chief Medical Officer to permit you to resume duty.

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

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

This report, which should be completed based on a medical examination given within one week of the date of your anticipated return to service, should be forwarded to the Chief Medical Officer, Canadian Pacific Railway, 401 - 9th Avenue S.W., Suite 345, Calgary, Alberta. For your convenience, an envelope addressed to Dr. John Cutbill in care of this Office is enclosed. If your doctor desires, he may place the report in the envelope and you can return it to me for forwarding to the Chief Medical Officer via O.C.S. mail. The cost of this report is your responsibility.

\* To be included only in appropriate cases.

Inasmuch as the timely submission of this report is a necessary requisite for securing authorization for your return to work, I am sure you and your doctor can appreciate the importance of complying with this procedure. It is recommended that you show this letter to your doctor in order that he is fully aware of what is required.

We hope that circumstances will permit your early return to service.

Yours truly,

Supervisor

This refers to \_\_\_\_\_ (employee's name) \_\_\_\_\_,  
\_\_\_\_\_ (occupation) \_\_\_\_\_, \_\_\_\_\_ (date of birth) \_\_\_\_\_.

It is our understanding that

\_\_\_\_\_ is under treatment for \_\_\_\_\_.

\* To be included only in appropriate cases.



MONTREAL, November 16, 1992

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

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

Dear Sirs:

This has reference to BLE demand 9.6 related to a Cab Committee.

This will confirm that there presently exists a Locomotive Cab Committee which is to provide a forum for train crews (through their representatives on the BLE) to discuss items of mutual benefit and concern dealing with the design, maintenance and operation of locomotive cabs.

The Cab Committee will be comprised of one Union representative from the BLE from both the East and Western Committees as well as Company representatives from Mechanical, Transportation and Labour Relations.

The Union representatives will act on behalf of their organizations and communicate the status and disposition of the various issues discussed to their membership.

It is the intention of both the Unions and the Company to continue with this Cab Committee with meetings to be arranged as required.

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

MONTREAL, November 16, 1992

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

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

Dear Sirs:

This has reference to the Company's demand in this round to add a new article to the Collective Agreements in connection with the establishing of Inter-divisional Runs (IDR).

While the Company and the Union recognize that the establishment of inter-divisional runs may be progressed through the provisions of the Material Change Rule in the respective Collective Agreements, the Company sought to include a provision which would allow such runs to be implemented on a 90-day notice and under pre-determined conditions.

You were not prepared to accede to the Company's proposal, but rather that such IDR proposals should continue to be handled through the Material Change Rule.

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

I CONCUR:

(Sgd) Thomas G. Hucker  
General Chairman

(Sgd) Gary Wynne  
General Chairman

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

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

- health and safety matters that, by their nature, go beyond the scope of individual health and safety committees at the workshop level;
- review of health and safety training;
- review of proposed changes to Company safety regulations and documentation;

- review of Company's policy on light-duty employment;
- proposed measures to improve safety awareness;
- any other matters of a system-wide nature.

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

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

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

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

I CONCUR:

(Sgd) Thomas G. Hucker  
General Chairman

(Sgd) Gary Wynne  
General Chairman

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

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

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

## CREW CALLING - CMA & MTPL

July 14, 1995

Mr. R. S. McKenna  
General Chairperson  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

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

Mr. D. C. Curtis  
General Chairperson  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

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

Dear General Chairmen:

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

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

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

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

1. Agendas for CMA Committee meetings will be issued at least 14 days in advance of the meetings. The Council will be kept abreast of any changes in implementation scheduling.
2. The Company is committed to ongoing communication. Efforts will be made to have a debriefing within 30 days following implementation at the local level.

3. Local Chairmen, provided they have the appropriate equipment, will be given access to CMA from their homes.  
(Costs under review)

I trust that these measures adequately address the concerns raised.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson  
Chairperson  
Canadian Council of Railway Operating Unions  
Suite 750, 1595 Telesat Court  
Gloucester, ON K1B 5R3

Mr. T. G. Hucker  
Secretary-Treasurer  
Canadian Council of Railway Operating Unions  
150 Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

## SENIORITY INTEGRATION

July 14, 1995

Mr. R. S. McKenna  
General Chairperson  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

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

Mr. D. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

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

Dear General Chairmen:

This has reference to our numerous discussions, during this round of negotiations, concerning our joint demand to integrate all existing Locomotive Engineer and Trainperson/Yardperson seniority districts.

As a resolve of this issue it was jointly agreed that representatives of the Company and the CCROU would meet during the closed period of this Collective Agreement, which has an expiry date of December 31, 1997, to negotiate a seniority district integration on a system basis.

It was further agreed that the following would be matters for consideration and determination during such meetings;

- o Prior rights protection,
- o Voluntary relocation rights,
- o Company initiated relocation on a temporary and permanent basis,
- o Compulsory relocation of employees hired after April 30, 1995.



If the foregoing accurately reflects our discussion, please indicate your concurrence in the space provided.

Yours truly,

Director, Labour Relations

I CONCUR

I CONCUR

Canadian Council of Railway  
Operating Unions (BLE)

Canadian Council of Railway  
Operating Unions (UTU)

I CONCUR

I CONCUR

Canadian Council of Railway  
Operating Unions (BLE)

Canadian Council of Railway  
Operating Unions (UTU)

## HEALTH AND SAFETY

July 14, 1995

Mr. R. S. McKenna  
General Chairperson  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

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

Mr. D. Curtis  
General Chairperson  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

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

Dear General Chairmen:

This has reference to the Health and Safety issue which you tabled for discussion during this round of negotiations.

This issue was resolved on the basis that the representatives of the Company and the Council would meet during the closed period in an effort to resolve this issue. The first meeting in this regard will be held no later than ninety (90) days following the signing of a Memorandum of Agreement unless otherwise mutually agreed to.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson  
Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 750, 1595 Telesat Court  
Gloucester, ON K1B 5R3

Mr. T. G. Hucker  
Secretary-Treasurer  
Canadian Council of Railway  
Operating Unions  
150 Metcalfe St., Suite 1401  
Ottawa, ON K2P 1P1

**LETTER #3 – Kawartha Lakes**

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This has reference to various discussions during this round of negotiations concerning the need to address issues unique to the Kawartha Lakes Railroad.

We are agreed to renew the Collective Agreement between Canadian Pacific Limited (Saint Lawrence and Hudson) and the Canadian Council of Railway Operating Unions (United Transportation Union & Brotherhood of Locomotive Engineers) on behalf of the Trainpersons and Locomotive Engineers employed on the Havelock/Nephton Internal Shortline.

The following amendments will apply affective January 1, 1999.

1. Article 3 pensions and benefits amended establishing increases under the terms of the National Agreement, Memorandum of Settlement dated May 23, 1999.
2. Article 4, clause 4.1, bereavement leave to be amended providing benefits upon the death of a grandchild and step-grandchild.
3. Article 5, clause 5.4 will be amended to increase wages under the terms of the National Agreement, Memorandum of Settlement dated May 23, 1999.
4. Article 5, clause 5.4 new paragraph (b) to read; Employees assigned to 8/10 hour assignments required to work beyond 10 hours will be paid the daily rate for 10/12 hour assignments for that day.
5. Article 5, new clause 5.7 establishing employee Stock Purchase Plan under the terms of the National Agreement, Memorandum of Settlement dated May 23, 1999.
6. Article 6, clause (e) amend paragraph to read; Senior available employee on the ISL auxiliary List (s) . (Running trades employees who have indicated a desire to protect work on the ISL;); if none

7. Article 25, clause 25.1, duration of Agreement will be amended to reflect renewed for a period of four years commencing January 1, 1999.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I concur:

---

D.A. Warren

---

R.S. McKenna

**Letter #5 - Gainsharing**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

The following parameters will guide development of the terms and conditions under which implementation of a Gainshare Program will occur.

It is the intent that administration will be governed by the CCROU Gainshare Design Features as established by the joint union/management CCROU Gainshare Steering Committee.

The CCROU Gainshare Steering Committee will modify the Design Features in accordance with the following:

- An annual review of the KPIs will occur in the last quarter of the preceding year.
- The 1999 gainshare program will be effective as of January 1, 1999. 20% of the savings generated in the Gainsharing Pool will be used to fund the gainsharing pay outs while 80% will be retained by the Company. The CCROU pay out pool will be generated to a maximum of 4% of gross earnings for the program year.
- In 2000, 40% of the money generated in the Gainsharing Pool will be used to fund the gainsharing payouts while 60% will be retained by the Company. The CCROU pay out pool will be generated to a maximum of 4% of gross earnings for the program year
- During the review of KPIs for the 2001 and 2002 program, the share ratio and the maximum pay out for 2001 program will be reviewed by the Steering Committee. Under no circumstances shall the share ratio be less than 40% of the money generated in the gainshare pool to the Council nor shall the payout cap be less than 4% of gross earnings for the program year.
- Three months in advance of the expiration of the collective agreement, either party may cancel the gainshare program with written notification during the program review.
- Gainshare awards for the past calendar year will be paid prior to Feb 28 of the current year.

Subject to ratification of the Memorandum of Settlement, the Council will send a letter to employees outlining the gainshare objectives and highlighting union support for the 1999 gainshare program.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I Concur:

\_\_\_\_\_  
D.C. Curtis

\_\_\_\_\_  
L.O. Schillaci

\_\_\_\_\_  
D.A. Warren

\_\_\_\_\_  
R.S. McKenna

**Letter #6 - Employee Stock Purchase Plan**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This letter has reference to our discussions in Calgary on May 22, 1999 concerning the establishment of an employee paid stock purchase plan.

As discussed, the Company will establish an employee paid stock purchase plan which will give CCROU represented employees an opportunity to purchase Canadian Pacific Limited common stock through payroll deductions.

Such purchases will be made on the open market and brokerage fees for the purchase will be paid for by the Company.

Within ninety days of ratification, the Company will meet with representatives of the Council to review the aspects of the plan and timelines for implementation.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

**LETTER #12 - Harassment**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

During this round of negotiations, the Council proposed that the Collective Agreements include a policy on Harassment. This proposal has been agreed to in principle by the Company.

We have agreed that the Company and Council will meet during the closed period of the contract to put together a policy on Harassment that will be included in the Collective Agreements. This policy will be based upon the material used during the negotiations in discussions on this subject and will be finalized within 120 days following the ratification of this Memorandum of Settlement.

Yours truly,

Assistant Vice-president  
Industrial Relations

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



**LETTER #13 - Work Rule Forum**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

During this round of negotiations, the Council proposed establishment of a forum and set of procedures for the proactive investigation and resolution of disputes and questions about work rule applications and interpretations.

We have agreed to establish such forum at our first opportunity following the signing of the Memorandum of Agreement.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

**LETTER - HRIS / CCS**

**CANADIAN PACIFIC RAILWAY**

CALGARY, April 27, 2000

Mr. R. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions (BLE)  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Dear Sir:

Further to the Memorandum of Settlement (MOS) signed May 23, 1999.

It was agreed that the Company would arrange a demonstration on how cumulated compensated service (CCS) is calculated within the new human resource information system HRIS. The Council will be consulted prior to the introduction, or changes made to, the Company's HRIS or other computer systems that would have any impact on Council members.

It is further agreed that employees earning their maximum monthly mileage will not see their annual vacation allotment negatively impacted, regardless of their availability during the month in question.

Yours truly,

Assistant Vice-president  
Industrial Relations

## CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

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

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

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

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

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

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I concur:

---

D.C. Curtis  
General Chairman

---

L.O. Schillaci  
General Chairperson

---

D.A. Warren  
General Chairperson

---

R.S. McKenna  
General Chairman

**CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS**  
**Brotherhood of Locomotive Engineers and the United Transportation Union**  
And  
**CANADIAN PACIFIC RAILWAY**  
FACT-FINDING FORM

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

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

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City & Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Employee number: \_\_\_\_\_ Seniority number: \_\_\_\_\_ Date of entry into Svc.: \_\_\_\_\_

Position held at time of grievance: \_\_\_\_\_ Working in what service: \_\_\_\_\_

2. When did the complaint or grievance occur?

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

3. Where did the complaint or grievance occur?

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

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

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

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

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

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

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

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

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

Signature of Local Union Representative:

\_\_\_\_\_

Signature of Manager of Operations:

\_\_\_\_\_

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

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN PACIFIC RAILWAY**

**COMPANY AND ITS LOCOMOTIVE ENGINEERS EMPLOYED IN CANADA ON THE EASTERN REGION REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN RESPECT TO MEMORANDUM OF AGREEMENT EFFECTIVE FEBRUARY 1, 1959, AND SIGNED AT MONTREAL ON JANUARY 20, 1959**

It is understood that the unit rates pay for engineers on diesel electric locomotives in freight and passenger service in lieu of the weight on driver classification table (Amendment to Article 1(a)) were established according to the average weight on drivers of diesel electric units in passenger and freight service as at February 1, 1959, being 254,000 lbs. on the following basis:

Classification by Weight on Drivers (Thousand Pounds)	Rate Effective Oct. 14/59	
	Frtn.	Pasgr.
	250 and less than 300 .....	\$16.59
500 and less than 550 .....	17.90	15.03
750 and less than 800 .....	19.25	15.63
1,000 and less than 1,050 .....	20.54	16.22
Add for each additional unit ....	1.32	0.59

It is understood and agreed that if at any time the average weight of diesel units in passenger and freight service either increases or decreases to the extent of disturbing the proper relationship between the unit rates established in this agreement and their average weight on drivers the parties will effect the changes necessary to properly relate the unit rates to the weight on drivers of diesel units in service. Such change will be made in accordance with the foregoing and without requiring the opening of the contract by either party.

Signed at MONTREAL, Quebec, January 20th, 1959.

For the Canadian Pacific Railway Company:

(Sgd.) A.M. Hand  
Chairman, Company's Negotiating Committee

(Sgd.) J.R. Strother  
General Manager

For the Brotherhood of Locomotive Engineers:

(Sgd.) J.M. Woodard  
General Chairman

**COLLECTIVE AGREEMENT**

BETWEEN  
**CANADIAN PACIFIC RAILWAY**

AND THE

**CANADIAN COUNCIL OF RAILWAY  
OPERATING UNIONS (BLE)  
ON BEHALF OF  
LOCOMOTIVE ENGINEERS**

EMPLOYED IN CANADA  
BY  
CANADIAN PACIFIC RAILWAY

**THUNDER BAY AND WEST**

# ARTICLE 1 RATES OF PAY

## 1.01 Passenger Service

Rates of pay per day of 100 miles in:

Effective			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$120.74	\$123.15	\$125.61	\$128.12
Minimum Rate Where Applicable			

Step Rates Archived.

## 1.02 Freight Service

Rates of pay per day of 100 miles in:

	EFFECTIVE			
	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
Power				
1 Unit	\$140.84	\$143.66	\$146.53	\$149.46
2 Units	\$144.21	\$147.09	\$150.03	\$153.03
3 Units	\$147.61	\$150.56	\$153.57	\$156.64
4 Units	\$150.39	\$153.40	\$156.47	\$159.60
1 Unit of 3000 H.P. or over	\$141.39	\$144.22	\$147.10	\$150.04
Add for each additional Unit and/or activated Robotcar	\$2.94	\$2.94	\$2.94	\$2.94
Minimum Rate where Applicable	\$138.18	\$140.94	\$143.76	\$146.64

Step Rates Archived

## 1.03 Conductor-Only Operations In Freight Service

Rates of pay per day of 100 miles in:

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

	EFFECTIVE			
	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
	\$146.90	\$149.84	\$152.84	\$155.90
Minimum Rate where Applicable	\$138.18	\$140.94	\$143.76	\$146.64

Step Rates Archived

## 1.04 Short Run Passenger Service

Archived

## 1.05 Self-Propelled Passenger Service

Archived



**1.06 Yard Service**

Rate per day of eight hours or less is:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$179.65	\$183.24	\$186.90	\$190.64

Step rates archived.

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

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

**1.07 Shift Differential**

An Engineer who commences a shift in yard or transfer service between 1430 and 2229 shall receive a shift differential of 40 cents per hour and an Engineer who commences a shift in yard or transfer service between 2230 and 0629 shall receive a shift differential of 45 cents per hour. Shift differentials shall not be used in the calculation of overtime nor shall they be paid for paid leave of absence from duty such as jury duty, vacations, General Holidays, etc.

**1.08 Wayfreight Service**

Engineers on regularly assigned wayfreight or switch train will receive:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$5.40	\$5.51	\$5.62	\$5.73

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

**1.09 Road Switcher Service**

Engineers operating road switcher runs will be paid:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$24.17	\$24.66	\$25.15	\$25.65

Per day of eight hours or less above wayfreight rates. Step rates archived.

**1.10 Work Train Service**

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

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$9.86	\$10.06	\$10.26	\$10.47

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

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

### 1.12 Application of Freight Rates

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

### 1.13 Valley Differentials

Between	and
Alyth	Revelstoke
North Star	Kimberley
Crowsnest	Kingsgate
Crowsnest	Warfield
Revelstoke	Vancouver

In Passenger Service effective:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$1.23	\$1.26	\$1.29	\$1.32

In Freight Service effective:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$1.46	\$1.49	\$1.52	\$1.55

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

### 1.14 Engineer - Instructors

The allowance to be paid Engineer-Instructors pursuant to Article 26, Clause 26.18, sub-clause (5), shall be:

EFFECTIVE			
Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
\$25.98	\$26.50	\$27.03	\$27.57

### 1.15 Starting Rates - New Employees

Starting rates for new employees who commence work as Locomotive Engineers on or subsequent to March 1, 1988, will be 85% of job rate, progressing 5% following each 7 months of cumulative compensated service in a position covered by this Collective Agreement with job rate attained after 21 months of such cumulative compensated service.

In order to establish seven months of cumulative compensated service, an employee must, for the purposes of this Clause, have worked and/or been available for service for 210 calendar days.

### 1.16 Train Length Allowance

On territories on which the Company has implemented conductor-only train operations, Engineers in any class of freight service will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial terminal and the final terminal:

3801 to 5000 Feet	\$3.00
-------------------	--------

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

**1.17 Length of Run Allowance**

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

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

**1.18 Fixed Mileage Method of Pay**

- 1) The Fixed Mileage Method of Pay will apply to employees who successfully complete a working tour of duty in unassigned through freight service between the stations listed in Item seven (7) below.
- 2) In either Straightaway Service or TCS, employees will claim the corresponding fixed mileage and buffer payment if applicable. Subject to Item seventeen (17), fixed mileages do not apply to Deadheading or Combination Service.
- 3) Employees claiming payment under the Fixed Mileage Method of Pay will be entitled to a buffer payment when the total initial and final terminal time exceeds the threshold corresponding to the fixed mileage for their tour of duty.

Note: Thresholds are based upon average initial and final times plus an additional sixty (60) minutes for all terminals except for trains in and out of Coquitlam, Mayfair, Port Moody, Sapperton, Vancouver, Alyth, Winnipeg, Montreal, Toronto, Detroit and Buffalo, which will be seventy-five (75) minutes.

- 4) Final time, for the purpose of buffer payments, will commence when the locomotive reaches the outer main track switch or designated point at the final terminal. Should train be delayed at or inside semaphore or yard limit board, for any reason, or behind another train similarly delayed, final time shall be computed for the buffer entitlement from the time train reached that point.
- 5) Initial time, for the purposes of buffer payments, will commence at the time required to report for duty until departure of locomotive from outer main track switch (OMTS) or designated point at the initial terminal.
- 6) The buffer payment applies to all time in excess of the threshold and will be calculated, on a minute basis, at a rate of 12 1/2 miles per hour.
- 7) Payment under the Fixed Mileage Method of Pay system will be made at the applicable rate of pay on the following runs detailed on the next page:

<b>CANADIAN PACIFIC RAILWAY COMPANY</b>			
<b>Between</b>	<b>And</b>	<b>Fixed Mileage</b>	<b>Thresholds (Minutes)</b>
Thunder Bay	Ignace	165	169
Ignace	Kenora	160	144
Kenora	Winnipeg	152	215
Winnipeg	Emerson	134	308
Winnipeg	Minnedosa	167	264
Winnipeg	Brandon	161	234
Minnedosa	Bredenbury	147	209
Brandon	Estevan	204	275
Brandon	Broadview	147	151
Moose Jaw	Broadview	155	173
Moose Jaw	Swift Current	131	176
Moose Jaw	Assiniboia	134	287
Moose Jaw	Outlook	154	235
Moose Jaw	North Portal	207	261
Wynyard	Bredenbury	145	216
Wynyard	Kelvington	123	170
Wynyard	Regina	167	180
Sutherland	Wynyard	137	203
Sutherland	Regina	205	208
Sutherland	Lac Vert	163	165
Sutherland	Wilkie	135	223
Wilkie	Hardisty	161	209
Wilkie	Lloydminster	138	230
South Edmonton	Lloydminster	210	244
Hardisty	Red Deer	193	228
Medicine Hat	Swift Current	165	163
Swift Current	Dunmore	165	163
Lethbridge	Dunmore	154	209
Medicine Hat	Lethbridge	154	209
Medicine Hat	Alyth	200	219
Lethbridge	Alyth	156	271
Alyth	Red Deer	129	252
Alyth	Field	166	227
Red Deer	South Edmonton	125	204
Lethbridge	Crowsnest	123	215
Cranbrook	Crowsnest	135	214
Cranbrook	Golden	177	197
Fort Steele	Golden	168	214
Revelstoke	Field	148	177
Revelstoke	Kamloops	153	187

Kamloops	North Bend	150	213
Coquitlam	North Bend	152	261
Port Moody	North Bend	165	323
Sapperton	North Bend	165	323
Mayfair	North Bend	165	323
Vancouver	North Bend	179	394
Roberts Bank	North Bend	166	241

- 8) The Fixed Mileage Method of Pay is based upon the following:
- i) actual running miles of subdivision
  - ii) average initial time and final time(s)
  - iii) TT&J and designated pay point times
  - iv) road overtime (East of Thunder Bay)
  - v) miles generated performing wayfreight service en route
- 9) The items listed in Item eight (8) may not be claimed in addition to the Fixed Mileage Method of Pay. Other payments not listed in Item eight (8) will be paid in addition to the fixed mileage for the tour of duty.
- 10) Either party may request a formal review of any established Fixed Mileage and associated Threshold. Such requests must be advanced from a CCROU General Chair(s) to the respective District General Manager or vice versa. Local Chairs and Local Company Operating Officers are not authorized to negotiate Fixed Mileage and associated Threshold adjustments.
- 11) Reviews may be requested twice yearly, at least one month in advance of the general advertisement of assignments, and will be conducted in the following manner:
- i) An agreed upon sample of wage claims will be generated through CMA.
  - ii) Recalculation of the Fixed Mileage and associated Threshold will be in accordance with the criteria set out in Item eight (8) above.
  - iii) Variances of more than fifteen minutes from existing terminal times built into the Fixed Mileage will result in an appropriate adjustment.
- 12) Except when required by Item fifteen (15), adjustments to Fixed Mileages and Thresholds will be made as follows:
- Adjustment Upward if:
- i) terminal time consistently increases on average because of additional work or yard congestion.
  - ii) operational changes result in an ongoing increase of average terminal times.
- Adjustment Downward if:
- i) a capital investment such as two tracking, signaling, or expanded capacity expedites trains in and out of terminals, and thus reduces time occupied.
  - ii) operational changes result in an ongoing decrease of average terminal times.

No Adjustment if:

- i) terminal times are impacted by employee performance or seasonal fluctuations.
- 13) Each fixed mileage claim will result in one additional mile being added to the buffer fund.
  - 14) The fund will finance buffer payments. At December 31 of each year, the Company will pay out all unused buffer funds to the CCROU for distribution to their respective memberships. Separate buffer funds may be maintained for Canadian Pacific Railway and the St. Lawrence & Hudson Railway Company.
  
  - 15) The Council and the Company will monitor the fund on an ongoing basis, and will take corrective action before the fund is depleted, which may include;
    - i) performing a review of the fixed mileages and associated thresholds as outlined in Item ten (10) and Item eleven (11).
    - ii) adjustment of the thresholds
    - iii) increased buffer fund contributions.
  - 16) Other train operations may be assigned Fixed Mileages subject to the approval of the District General Manager and the General Chair(s). When so established, they will be calculated using the same criteria outlined in Item eight (8).
  - 17) The existing Sparwood Run-through, Revelstoke/Golden Run-through, Expressway and Roadrailer Agreements remain in effect.
  - 18) Should the Company utilize a Brakeperson(s) in a non-required position on a fixed mileage train crew, all members of that crew, including the non-required Brakeperson(s), will receive all wages and benefits pursuant to the Conductor Only agreement as though they did not form part of that crew.

Brakepersons will only be considered as required when their presence will permit the crew to perform work beyond that which a Conductor-Only crew is confined to.

<b>ARTICLE 2</b> <b>road service</b>
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**2.01** (1) & (2) archived

**2.02** Engineer will be notified when called whether for straight-away, turnaround, or turnaround combination service (TCS) as provided in Article 5.02 and will be compensated accordingly. Changes from straightaway, turnaround or TCS will not be made unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockage or where line is blocked or as provided in Article 5.02. In the event a Locomotive Engineer books rest on a straightaway trip enroute to an away from home terminal and such Locomotive Engineer is replaced by a relief Locomotive Engineer, the Company may change the call to turnaround service in order to comply with Article 27 and/or regulatory requirements. Additionally, where no notice to book rest enroute has been provided, the Company may change the call to turnaround service in order to comply with Article 27. When a call is changed in the

application of this clause 2.02 the Locomotive Engineer will be considered released from duty at the location at which rest was taken, or is turned, and will be paid as a straightaway trip to that location. The Company will provide or arrange transportation for the Locomotive Engineer back to the home terminal either when replaced, rest expires, or is turned and they will be paid in accordance with Article 5.02.

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

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

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

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

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

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

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

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

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

**2.06** On territories on which the Company has not implemented Conductor-Only train operations and in yard or passenger service on territories on which Conductor-Only train

operations have been implemented, where a different number of diesel units are used during a trip or a day's work, the rate applicable to the highest number of units used by an engineer at any one time shall be paid for the entire day or trip.

### **Assigned Pusher Service**

2.07 to 2.15 archived (formerly g to o)

### **Road Switching**

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

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

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

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

**2.19** Archived (formerly s)

**2.20** Archived (formerly t)

### **Designated Turnaround Points**

**2.21** Except as provided in Clause 2.18, when switching is performed at designated turnaround points, the provisions of Clause 2.17 of this Article will apply. The establishment or discontinuance of a designated turnaround point shall be based on the amount of turnaround service and switching resulting therefrom by through freight trains at such points, and will be subject to negotiation between the General Manager and the General Chairman. In the event that agreement cannot be reached on the discontinuance or establishment of a designated turnaround point, either party may, by so advising the other in writing, refer the dispute to the Canadian Railway Office of Arbitration for determination.

**2.22** If picking up or setting out a diesel unit(s) or Robot Car is the only service performed, this will not be regarded as switching in the application of Clauses 2.16, 2.17 and 2.18. The terms unit(s) and Robot Car mean a unit(s) or Robot Car that were operated or are to be operated by the Engineer on the run on which this service is performed.

**2.23** A train on which no Brakeperson is employed may be required to stop and perform work, to a maximum of five (5) enroute locations during a single tour of duty. When required to perform switching enroute, between the initial and final terminal, the Engineer will be paid at pro rata rates for all time so occupied with a minimum payment of one hour at each of the first three enroute locations during a tour of duty. No payment shall be made pursuant to this rule at the fourth and fifth locations unless the fourth and fifth location is covered by Article 2, Clauses 2.16, 2.17 or 2.21. The Company is prohibited from requesting a Conductor Only crew from making any stops in excess of the five stops provided for in this Article. The set off of a bad order car(s) and required marshalling to comply with marshalling requirements, the handling of diesel units or the marshalling of a train due to the discovery of a marshalling violation is not considered a set off, pick up, or work at an



enroute location in the application of this paragraph. All time actually worked will be deducted in computing overtime. Payments will not be used to make up a minimum day.

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

Note: When the application of this provision results in a Roadswitcher or Wayfreight assignment being abolished, protection will only be extended to the incumbents, provided they are protected Trainpersons or Locomotive Engineers. Under these circumstances, they shall be entitled to maintenance of basic rate benefits (as specified in Article 9A of the Trainperson Collective Agreement) pursuant to this agreement for a period of five (5) years from the effective date of benefit entitlement. The incumbents may also be provided with severance opportunities, which will be determined by the availability of manpower at the terminal in question.

### **Mountain Pusher Payment**

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

<b>ARTICLE 3</b> <b>preparatory, initial &amp; final time</b>
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**3.01** Archived

**3.02 Freight, Wayfreight, Mixed, Unassigned Pusher and Unassigned Snow Service**

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

A Locomotive Engineer, on a train on which no Brakeperson is employed, required to perform switching at the initial terminal, except doubling to the extent necessary to assemble the train for departure because yard track(s) is of insufficient length to hold the

fully assembled train, will be paid on the minute basis at pro-rata rates for all time so occupied with a minimum payment of one hour in addition to initial terminal time.

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

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

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

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

Note: The term "other work" as used in Clause 3.02 (3) second paragraph, does not include putting cabooses away by Engineers at Thunder Bay, which service shall be paid for as final terminal time. The extension of this

arrangement to other  
the parties signatory to

locations may be made by mutual agreement between  
this Collective Agreement.

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

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

### **Designated Points**

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

## **ARTICLE 4**

### **yard service**

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

#### **4.02 Five Day Work Week**

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

#### **4.03**

- (1) When service is required by the Company on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra assignments when not protected in the foregoing manner.
- (2) A regular assignment in yard service will have a fixed starting time; the starting times of regular assignments will not be changed without at least 48 hours' advance notice. Regular relief assignments may on different days have different starting times, providing such starting times are those of the Engineer relieved, and may have different points for going on and off duty which shall be the same as those of the Engineer relieved.
- (3) Where deemed practicable, implementation of ten hour yard assignments on a 4 + 3 schedule, will be by local agreement and approved by the District General Manager and General Chair(s). When implemented, arrangements may be made for flexible start times and the rates of pay for such assignment will be increased by \$ 0.50 per hour.

#### **4.04 Non-Consecutive Days Off**

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

#### 4.05 Basic Day

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

#### 4.06 Overtime

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

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

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

- (i) Where days off are being accumulated under Clause 4.04 of this Article;
- (ii) When changing off where it is the practice to work alternately days and nights for certain periods;
- (iii) When working through two shifts to change off;
- (iv) Where exercising seniority rights from one assignment to another.
- (v) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

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

(3) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in sub-clause (2) of this Clause 4.06 be utilized in computing the five straight time eight-hour shifts referred to in such sub-clause (2) of this Clause 4.06, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations,

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

- 4.07** Where regular assignments are working in continuous service, i.e., the second crew relieves the first, the third crew relieves the second and the first crew relieves the third, the starting time for the first crew shall be between 0600 and 0800.
- 4.08** The starting time of yard assignments other than those specified in the preceding clause including extras, shall be in accordance with the requirements of the service.
- 4.09** The time for fixing the beginning of assignments or meal hour periods to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.
- 4.10** Yard day will commence at time ordered for and will end when engine is placed on shop track or turned over to hostler or inspector, or when Engineer is released at regular changing off point. Time ordered for will be the time required to leave shop track or to commence work as a unit with the yard crew at regular changing off point.
- 4.11** Engineer will appear on duty 10 minutes before time ordered for and will sign appearance book. This time will be an arbitrary allowance and paid for at pro rata rate per hour.

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

#### **4.12 Guarantee**

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

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

- (4) Locomotive Engineers who fail to respond to calls under the provisions of sub-clause (3) above will be considered as laying off of their own accord and the provisions of sub-clause (2) of this Clause 4.12 will apply to them.
- (5) Except as provided in sub-clause (6) of this Clause 4.12 regularly assigned Locomotive Engineers will be permitted to work a sixth shift in their work week either between shifts or on an assigned rest day when there are no spare Locomotive Engineers available

subject to the following conditions:

(a) Assigned yard Locomotive Engineers desiring such work will make application in writing to work a sixth shift in the work week.

(b) A Locomotive Engineer so available will be called either in the order of seniority or first-in first-out as arranged by agreement between the Local Chairman of the Union and the designated Company Officer when such call will not interfere with him filling his regular assignment.

(c) A Locomotive Engineer who has indicated that he is available for such work will accept all calls until he cancels his application in writing.

(d) Locomotive Engineers who fail to respond to calls will not again be called until they have indicated in writing that they are again available.

(6) Notwithstanding the provisions of sub-clause (5) of this Clause 4.12 above a regularly assigned yard Locomotive Engineer who has missed a shift during his work week and who is not entitled to the guarantee specified in sub-clause (1) of this Clause 4.12 will be called ahead of Locomotive Engineers who have made application for extra work under the provisions of sub-clause (5) above provided such call will not interfere with him filling his regular assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 4.20** Engineer will be used for all work outside of roundhouse and shop switching, within shop limits, which extend to shop track switch.

- 4.21** In case of illness to himself or family, substantiated by proper medical certificate, if necessary, an Engineer in road service, upon request approved by the designated Company Officer and the Local Chairman, shall be permitted to exercise seniority in yard service between changes of timetable. Such request shall be for a stated period of time but may be extended subject to approval.

## **ARTICLE 5**

### **miscellaneous service**

#### **5.01 Dead Engine**

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

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

- (1) A spare Locomotive Engineer and/or Trainperson deadheaded to the terminal of a regular assignment or to the point at which a work train is laid up to relieve on that assignment or work train will not be regarded as in combination service and will be paid not less than a minimum day.
- (2) Locomotive Engineer and/or Trainperson will not be entitled to claim deadheading in the

exercise of seniority rights thereof; as a result of having achieved their maximum monthly mileage limitation; in connection with work which has been bulletined and has been bid and claimed; or where they are forced to fill an assignment due to no applications having been received. Otherwise deadheading shall be paid.

- (3) When deadheading is required, the first out Locomotive Engineer and/or Trainperson will be called to deadhead and will hold their turn at the away from home terminal, except as provided in this Article. The first out Locomotive Engineer and/or Trainperson, who are required to deadhead, will be called to report for duty at a definite time which may be later than the reporting time of the crew that is to operate the train. In these circumstances those ordered to deadhead will not be considered run-around.
  
- (4) When a Locomotive Engineer and/or Trainperson is ordered to deadhead on pay, the Company will provide or arrange for transportation. When rail or other public transportation is not available and a Locomotive Engineer and/or Trainperson is authorized to use his private automobile, he will be reimbursed at the rate of 28 cents per kilometer.

### **Straightaway**

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

### **Combination**

- (6) Locomotive Engineers and Trainpersons required by the Company to deadhead to an intermediate point and then going from such point to a terminal in either straightaway or turn service or going into work train service for the balance of the day, or vice versa, will be paid for the combination deadheading and working service as follows:

When deadheading precedes working service the deadheading payment will be continuous from time ordered for until working service actually begins; when deadheading follows working service, payment for working service will continue until deadheading commences. When deadheading and working service is combined in a continuous tour of duty, not less than a minimum day at the highest rate applicable in the combination will be allowed. For deadheading other than between terminals and when combination service is not performed the compensation for such deadheading shall not be less than a minimum day.

### **Turnaround Combination Service**

- (7) Locomotive Engineer and/or Trainperson in through freight service will be run first in - first out.
  
- (8) Locomotive Engineers and/or Trainpersons in unassigned service called for a straightaway trip and released from duty at the away from home terminal of that trip will not be runaround by unassigned Locomotive Engineers and/or Trainperson called for turnaround combination service over the same route except as provided in clause (9) below.
  
- (9) In instances when the Company contemplates the use of turnaround combination service, and a crew is en route to the away from home terminal in straightaway service, the crew



shall be required to inform the Rail Traffic Controller, when asked, if they will be able to protect operating requirements at the away from home terminal. The Rail Traffic Controller will be required to identify the anticipated type of train, expected work at the away from home terminal and/or en route, an estimated order time at the away from home terminal and an estimated time of arrival for the train they are on when contacted by the Rail Traffic Controller. In responding, the crew shall notify the Rail Traffic Controller if rest will be required upon arrival at the away from home terminal and such notification shall not be changed, unless necessitated by unforeseen circumstances unknown at the time questioned, that may delay the normal progression of the employee's train or the train being connected with by more than two hours.

If the crew will not commit when so requested by the RTC, another crew will be ordered in TCS and the provisions of first in and first out shall not apply.

- (10) When sufficient Locomotive Engineers and/or Trainpersons are available to protect operating requirements at the away from home terminal, employees shall not be called in turnaround combination service. Employee availability at that away from home terminal, shall take into account such factors as personal rest booked, if any, Mandatory Time Off Duty and/or Hours of Service regulations or as otherwise provided herein.
- (11) Locomotive Engineer and/or Trainperson called in turnaround combination service, will be ordered from the home terminal to the away from home terminal. Employees working in turnaround combination service cannot book rest, as provided for by the existing, applicable collective agreement(s), within the 12 hours provided for in Clause (13) below.
- (12) Locomotive Engineer and/or Trainperson called in turnaround combination service on other than freight trains will be compensated on a minute basis with no minimum payment for deadheading.
- (13) Except as provided in clause (14), in turnaround combination service every effort must be made to have employees off duty at the home terminal within 12 hours of reporting for duty. Should the employee(s) not be in and off duty within 12 hours, all deadheading shall be paid for on the basis of 12 1/2 miles per hour (and overtime earned if any) at the through freight rate for the actual time occupied, but not less than 8 hours.
- (14) A crew called in turnaround combination service who works to the away from home terminal and does not stand first out at the time deadheading would commence, will have their call changed to straightaway service and will be paid accordingly. The crew will then be placed in the pool at the away from home terminal in their proper order at which time they may book rest. Under such circumstance and depending on operating requirements, it may be appropriate to deadhead the first out crew to the home terminal.

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

- (15) When deadheading precedes working service, employees ordered in TCS will be paid deadheading on a continuous time basis until working service commences. Upon arrival at the away-from-home terminal the crew is to contact the Rail Traffic Controller advising of the time of arrival. Working service will commence upon arrival at the away-from-home terminal keeping the principles of the first in, first out rules and the content of 5.02 (8) of this Article intact.

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

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

The working portion of the TCS claim will be paid on the basis of the Fixed Mileage Method of Pay for that particular trip, provided the crew completes the working tour of duty according to the Fixed Mileage Method of Pay rules.

If the working portion is not completed, or if there is no Fixed Mileage Method of Pay established for the tour of duty, then payment for the working portion of the trip will be in accordance with the dual method of calculating pay. Employees will be paid for the working service on a continuous time basis from the time working service commences until departure from the OMTS or designated point. For the purposes of the application of Conductor-Only train operations, the turnaround point will be considered as a stop en route. When switching is performed crews will be compensated for the time switching at the turnaround point with a minimum payment of one (1) hour.

- (16) Locomotive Engineer and/or Trainperson will not be called in turnaround combination service when objective terminal or turnaround point is short of the away from home terminal.
- (17) Archived
- (18) In order to reduce TCS calls, subject to the approval of the respective General Chair(s) and General Manager, and with prior notification to Industrial Relations, local rules will be permitted which will assign unassigned freight trains.

### **5.03 Watching Engine - Archived**

### **5.04 Special Service**

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

### **5.05 Attending Court**

- (1) Engineer who is in regularly assigned service or set up in pool service and is called as witness in court by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the call as witness before Coroner's inquest is communicated through the Company, will be compensated to the extent of wages which they would have earned except for their absence as a result of such call.
- (2) Engineer who is on spare board and is called as witness in court by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not

the call as witness before Coroner's inquest is communicated through the Company, if time lost, 8 hours to be allowed per day of 24 hours at minimum passenger rates.

- (3) If Engineer is not detained from duty, payment of wages is not required.
- (4) Actual reasonable expenses incurred while away from home will be allowed.
- (5) Court witness fees and mileage will be assigned to the Company in cases in which pay is allowed.
- (6) If an Engineer is subpoenaed for a case in court other than by the Company, and is therefore not called by the Company, no payment of wages or expenses is required unless in the opinion of the officers of the Company there are, according to the merits of the individual case, some special circumstances to justify it.

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

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

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

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

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

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

### **5.07 Payment For Examinations**

- (1) Periodic Medical Examinations

An employee required to take a periodic medical examination during their off-duty hours shall be allowed payment of 3 hours pay at the minimum rate applicable to the class of service in which employed.

- (2) Archived

### **5.08 Jury Duty**

An employee summoned for jury duty and who is required to lose time from their assignment as a result thereof shall be paid for actual time lost less the amount allowed for jury duty for each day on which actual time lost is paid by the Company, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under Federal, Provincial or Municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or General Holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.
- (5) Notwithstanding the provisions contained in the last sentence of Paragraph (4) above, an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.
- (6) For the purpose of qualifying for General Holiday pay, a day served on jury duty in respect of which compensation is paid by the Company shall be deemed to be a tour of duty. In the event a day served on jury was the last day preceding the General Holiday and for which an Engineer received compensation by the Company the General Holiday pay shall be an amount equal to the compensation paid for jury duty on that day.

#### **5.09 Rules Qualification Training and Examination**

- (1) In order to permit all employees working as Locomotive Engineers, Trainpersons / Yardpersons, and other employees required to qualify in accordance with the Railway Employee Qualification Standards Regulations, the Company will provide training courses covering all required subjects for the occupational category involved. The location at which such training courses will be held will be determined by the Company. When employees are directed by the Company to attend such courses, they will do so in accordance with the following:
  - (2) Where the training location is at other than the Employee's home terminal, the Company will arrange and provide appropriate transportation. Employees authorized to use their personal automobile and who elect to do so will be paid the mileage allowance provided in the Collective Agreement in accordance with the conditions attached thereto.
  - (3) With respect to employees covered by paragraph (1) above, the Company will provide accommodation which may be in hotels, motel or company facilities. Such accommodation will be in clean, single occupancy rooms and, to the extent it is practicable to do so, will include cooking facilities.
  - (4) Employees covered by paragraph (2) above, will be paid an allowance of \$20.00 per day on each day of the training program for meals when the accommodation provided has cooking facilities and \$30.00 per day where cooking facilities are not available.
  - (5) Employees attending a training course who fail to qualify in accordance with the regulations for their occupational category will not work until they do become so qualified. To the extent that an instructor/examiner is available, instruction and/or re-examination, as desired by the employee, may be arranged outside the normal hours of the training course at no additional cost to the Company. Alternatively, and again dependent on the availability of a qualified instructor/examiner, the employee may arrange to qualify in whatever subjects required at his home terminal or other location at no cost to the Company.

- (6) Employees attending a training program in accordance with this Clause (1) will be compensated on the following basis according to the position regularly held by that employee at the time the training program is taken;

RQ / TRAINING DAY				
EFFECTIVE				
Class of Service	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
Yard	\$179.70	\$183.29	\$186.96	\$190.70
Roadswitcher	\$191.10	\$194.92	\$198.82	\$202.80
Freight	\$183.00	\$186.66	\$190.39	\$194.20
Vancouver Commuter	\$257.33	\$262.48	\$267.73	\$273.08

Employees will be paid the daily rate specified above for each day in attendance at the training program.

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

- (7) In the event an employee is removed from the working list on a day(s) preceding a training course or is kept off the working list by the Company on a day(s) following the course and therefore misses a tour(s) of duty which commence on such day(s), he will be paid a minimum day at the rate of the position and class of service in which regularly employed for each tour of duty lost.

Note: The provisions of paragraph (7) of this Clause 5.09 will not apply to employees who have failed to qualify in accordance with the regulations on their first attempt. Any further qualification or training will be at the employee's own expense.

- (8) Employees may book personal rest upon completion of RQ training and will be paid lost earnings in accordance with the following;

**Assigned Service Employees** - Shall be entitled to book up to 12 hours personal rest upon completion of RQ training and shall be entitled to lost earnings on other than the last day of training.

Note: Where RQ training is completed at other than the employee's home location, 12 hours personal rest may be booked upon arrival at the home location.

**Unassigned Service Employees** - Shall be entitled to book up to 24 hours personal rest upon completion of RQ training and shall hold their turn.

Note: Where RQ training is completed at other than the employee's home location, 24 hours personal rest may be booked upon arrival at the home location.

- 9) The Company will provide at least 90 days advance notice of certification expiration, however, the lack of such notice does not relieve individual responsibility to maintain current accreditation.

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

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

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

Class of Service	EFFECTIVE			
	Jan 1, 1999	Jan 1, 2000	Jan 1, 2001	Jan 1, 2002
Yard	\$22.46	\$22.91	\$23.37	\$23.84
Roadswitcher	\$23.89	\$24.37	\$24.86	\$25.36
Freight	\$22.87	\$23.33	\$23.80	\$24.28
Vancouver Commuter	\$32.17	\$32.81	\$33.47	\$34.14

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

- (2) A Locomotive Engineer required to attend instruction classes other than Rules Qualifications training and who as a result thereof loses time, shall be compensated to the extent of the wages he would have earned during the period withheld from service for the purpose of attending such classes.
- (3) The provisions of this Clause 5.10 will not apply to employees directed to take training or examination in any subject(s) covered by the Regulations with respect to RQ Training as specified in Clause 5.09 or any other training in accordance with the provisions of Clause 5.10 above as a result of a disciplinary measure.
- (4) The provisions of this Clause 5.10 will not apply to employees who have failed to qualify in accordance with the training pursuant to Clauses 5.09 and 5.10 above on the first attempt. Any further qualification or training will be at the employee's own expense.
- (5) Spare employees working on a Locomotive Engineer spareboard will be paid at the applicable freight rate with respect to training pursuant to Clauses 5.09 and 5.10 above.

**5.11 Training Program Development**

- 1) Classroom instruction and on-the-job training (OJT) will be performance based and will not be tied to any obligatory number of working tours of duty prior to being declared qualified.
- 2) Training programs for Rules Qualification and other related subjects will be developed in consultation with the General Chairmen or their designates.
- 3) Within six (6) months of the implementation of a new training program, the Company and the Union will meet to review the course material to determine if changes are appropriate, based on the first six (6) months of training that has been completed. The time period

within which this review will be conducted, may be adjusted as deemed appropriate by the parties.

- 4) In the event of a disagreement with respect to the structure and/or content of a training program, the General Chairman or his designate may raise such concerns with the Director Labour Relations or his designate. Failing resolution at this level, the Chairman, may progress the matter with the Vice-President, Industrial Relations.

## **ARTICLE 6**

### **work related equipment handling radio & documentation**

- 6.01 The Company may assign personal light weight portable radios to operating employees, including yardmasters, for the performance of their duties.
- 6.02 Employees who are issued or assigned such radios are expected to be responsible for its care and custody, while such equipment is assigned to them.
- 6.03 Employees must ensure that such radios are in working order. Accordingly, radios which are not operating as required must be brought in for servicing. In such circumstances temporary replacement radios will be provided.
- 6.04 The Company will provide batteries and required maintenance or repairs at no cost to the employee.
- 6.05 Loss of or damage to assigned radios may be investigated and responsibility, if any, assessed on an individual basis.
- 6.06 The Company will not be subject to any additional wage claims when operating employees are deadheaded and transport their assigned radios, regardless of the mode of transportation used.
- 6.07 An employee will be required to return assigned radios at the request of the Company.
- 6.08 Employees, whether in active work service or deadheading, required to handle operating authorities or other documentation pertaining to their own trains shall not be entitled to any additional compensation by reason thereof.

## **ARTICLE 7**

### **wayfreight service**

- 7.01 Engineer on regularly assigned wayfreight or switch train may run around Engineers at terminals to catch assigned run.
- 7.02 Archived (formerly (b))
- 7.03 Freight or mixed train Engineer making more than 5 stops to take on or set out a car or cars, or who makes more than 10 switches en route or a combination of 7 movements of such service, will be paid wayfreight rates for the trip.

Note: Points enumerated in Clause 2.15 (archived), where time is paid arbitrarily, will not be considered points where Clause 7.03 of this Article will be applicable.

Example: Clause 7.03. An Engineer leaves A with a car or cars in his train for B and

holds orders to take on a car at C, D and E. The car or cars to be set off at B are at the head end of the train and have only to be placed in the siding, no switching being necessary. The stop at B would count as 1 movement in the combination. At C 2 cars are to be taken on and they are the fifth and seventh on the siding, consequently 2 switches to make. In this case, the switches would count, but not the stop. At D the same movement is made giving 2 more switches. At E 1 car is taken on, for which one switch is made. We would now have 6 movements, viz: 1 stop at B, 2 switches at C, 2 at D, and 1 at E, which would not entitle the Engineer to wayfreight rates, but if he had a car to set out at F (no switching necessary) we would then have a total of 7 movements in the combination, and the Engineer would be entitled to wayfreight rates. If no combination of movements is made and movements are confined to switches, it will require 11 switches to entitle the Engineer to wayfreight rates.

## **ARTICLE 8**

### **Road switcher service**

**8.01** Assignments operating on turnaround basis within an area of 30 main track miles from the outer main track switch or designated point in any direction from the initial starting point will be classified and assigned as Road Switcher Service. Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement to extend the area beyond 30 main track miles in any individual road switcher assignment. In the event that this is not resolved at the local level, it may be referred to the General Chairman by the General Manager.

**8.02** Engineers assigned to such Road Switcher Service will perform all service required and may be run in and out and through their regular assigned terminals, without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from shop track to shop track with time and one-half after 8 hours, exclusive of inspection time.

**8.03** Engineers assigned in Road Switcher Service, who do not lay off of their own accord, will be paid not less than 2600 miles per month at Road Switcher Rates, inclusive of all earnings. In the event of an assignment being discontinued or created during any month, Engineers will be paid their proportion of the monthly guarantee on the calendar day basis for each day held in the assignment.

Note: The term "Road Switcher" as used above does not apply to passenger, work or mixed train assignments. Clause 33.04 will not apply to Road Switcher assignments.

**8.04** Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement for a Road Switcher assignment to have different bulletined starting times on different days of the week.

**8.05** An Engineer who is regularly assigned in road switcher service and who performs a complete tour of duty exclusively within the yard or switching limits, will be paid at yard rates of pay.

**8.06** Wherever practicable, road switcher assignments operate with multiple unit consists, the units shall be marshalled back to back.

## **ARTICLE 9**

### **work train service**



- 9.01** The provisions of this clause shall apply to assigned and unassigned work train service and to other classes of road service when performing defined work.
- 9.02** Work train service under the meaning of this Article is service performed in connection with Maintenance, Construction, Betterment, Wrecking train service, Snow Plow, Flanger and Spreader Service.

**9.03**

- (1) The crew consist of a work train will be a Locomotive Engineer, Conductor and two Trainpersons, unless reduced under the terms of the Collective Agreement.
- (2) In wreck train service (road auxiliary service) a second Locomotive Engineer will be provided at locations to which relief cannot be readily supplied and where circumstances in which the hours on duty are known or expected to be extensive.

**9.04**

- (1) Actual mileage, initial and final time including switching, and overtime at straight time, will be paid at through freight rates when going to or from work, and this will not be included in time or mileage paid for at work.

East of Thunder Bay, when work trains are used in snow plow or spreader service, outside of terminals handled by yard crews, wayfreight rates will apply.

- (2) When the mileage of a work train, including running and working, exceeds 12-1/2 miles per hour, computed from the time crew leaves the outer main track switch or designated point at initial tie-up point until arrival at outer main track switch or designated point at final tie-up point, miles running and working, initial and final time including switching will be allowed.

Initial time will not be used to make up a minimum day.

- (3) Actual mileage going to and from work as specified in this clause means mileage run at the beginning of the day from the tie-up point to the first point of work and mileage run at the end of the day from the last working point to the tie-up point. Such working points are the respective locations where maintenance or betterment work, wrecking train, snowplowing or spreader service is being or is to be performed on the Company's facilities or right of way. Mileage to work will commence at the point where initial time ends and mileage from work will end at the point where final time begins.
- (4) Ballast pit will be considered as working point only for crews who work exclusively in such pit. Where a ballast pit is located within 2 miles of the switching limits or outer main track switch at tie-up points, the ballast pit will be considered as part of the tie-up point.

**9.05**

- (1) Work train service of 7 days or more duration will be advertised and made a regular assignment. Bulletins will be posted 7 days in advance of the scheduled starting date of the assigned work train, specifying, as closely as possible, the subdivision(s) on which the work is to be performed, the nature of the work, and the scheduled work and rest days of the assignment.
- (2) In the event of an assigned work train moving from one subdivision to another subdivision which was not advertised in the original bulletin, the assignment will be considered discontinued and the train, if required over 7 days, will again be bulletined.

Work train assignments will not be bulletined working on subdivisions under different jurisdictions of territory on a seniority district except by prior mutual agreement.

- (3) Work train service of less than 7 days will be handled by through freight crews, except as otherwise provided under Local Agreement.
- (4) Assignments will be filled by the senior classed Locomotive Engineer, Conductor and Trainperson(s), working within the respective crafts applying, subject to qualification. In the event no applications are received the positions will be filled under the terms of the Collective Agreement.
- (5) When an assignment is discontinued, Locomotive Engineers, Conductors and Trainpersons affected shall have choice of assignment according to seniority and other applicable rules.
- (6) Unless senior Locomotive Engineers, Conductors, and Trainpersons desire otherwise, assigned work trains will be manned by junior qualified employees in the respective classes of service. Senior employees will not be required to hold unassigned work trains when Junior employees are available. When two or more work trains are worked at the same point, the senior classed running trade employees will have the choice of which assignment they will work.
- (7) The Company will not be put to any extra expense if, as the result of the exercise of seniority, an employee is displaced by another.

**9.06** Assigned work trains will be scheduled to suit service requirements and assigned days off may be adjusted accordingly, e.g. 5 days on and 2 days off when scheduled on a weekly basis; 10 days on and 4 days off when scheduled on a bi-weekly basis. For every 5 days of operation crews will be entitled to two (2) assigned days off. Days off will be consecutive but will not necessarily be allotted in every week or on the same days of the week for the life of an assignment.

Arrangements may be made between Local Company Officers and Local Chairmen to amend the application of this clause to accommodate local operating requirements, such as the establishment of a 4 day assigned work train should circumstances dictate. Any such assignment should provide monthly mileage beyond the guarantee level referred to in clause 9.16.

**9.07** Work train crews will be notified on their last working day prior to scheduled rest days if the service is required on a rest day. If so required, the assigned crew members will be given the option to work on the assigned days off, with payment as specified in Clause 9.04.

**9.08** Work train crews assigned to work train service will not be regarded as subject to call for other work during their layover periods unless they signify in writing their desire for spare work. They will not be so used when spare men are available. Work train crews will not be considered absent when unavailable for other work on their designated days off.

**9.09** Work train crews assigned to regular assignments will not be compelled to work assignments during a temporary suspension of the assignment for less than three days, except in cases of wrecks or when no other crews are available.

**9.10** Should a crew called exclusively in assigned or unassigned work train service be required to handle revenue freight cars other than those required to be moved in connection with the work service being performed, such crew shall be paid not less than 100 miles at

through freight rates for such service in addition to and irrespective of compensation provided for the assigned work train service.

**9.11**

- (1) Work train crews engaged in any service covered by and paid for under the provisions of this Article may be laid up at intermediate points at the end of their day's work when necessary to do so.
- (2) When laid up at an intermediate point suitable sleeping and eating accommodation will be provided for Work train crews. Work train crews in work train service when laid up at other than a terminal will be paid continuous time if sleeping accommodations are not provided. When in wreck train service suitable sleeping accommodation may be provided on auxiliary.
- (3) Work crews will be provided transportation to their home terminal on scheduled rest days and return transportation to the tie-up point of the work train following their rest days, unless other arrangements have been mutually agreed to.
- (4) Work train crews will be given an opportunity for meals at reasonable times. Crews will not be required to be on duty for extended periods of time prior to being given an opportunity to take a meal break. Opportunities for meal breaks will be granted upon reasonable notice, one hour being deemed sufficient, from the crew of their desire to be provided with a meal break. Requests for meal breaks can be made any time after four hours on duty, in no case will the work train crew be required to work longer than six hours without being provided a meal break. It is not intended that this clause will be used to unduly disrupt work train operations or the opportunity to take a meal break.
- (5) Where boarding car facilities include facilities for providing meals to maintenance of way employees involved in the work associated with the work train, work train crews will be allowed to take their meals in such facilities. It is understood that this will not interfere with the service required from the work train to assist in the betterment work being performed where and when required.

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

**9.13** Road crews shall have the right to man work trains that are operated partly within terminal switching or yard limits and partly on the road adjoining. Where 2 or more crews are employed in work train service operating partly within terminal switching or yard limits and partly on the road adjoining, a division of such work shall be arranged between road and yard employees, if it is possible to divide the work so as to leave a yard crews within terminal switching or yard limits. It is understood that this will only apply when it can be arranged to work a yard crew to advantage with switching, making up trains or similar work. Yard employees will have the right to man all work trains operated exclusively within the recognized confines of yard or switching limits.

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

**9.15** Locomotive Engineers, Conductors, and Trainpersons called for through freight and wayfreight service will be paid for work train service en route when time occupied exceeds 1 hour, and time so paid for will not be included in computing overtime. Payment will be at the rate of the class of service called in.

In computing time occupied in work train service en route under this clause when this service is performed at a slow rate of speed, time occupied less normal running time between the points where work begins and ends, will be regarded as time occupied in work train service.

- 9.16** Provided they do not lay off of their own accord, Locomotive Engineers, Conductors, and Trainpersons assigned to work train service will receive a monthly guarantee of 3100 miles. In the event of an assignment being discontinued or created during any month, crews will be paid their full proportion of the guarantee for each day held in the assignment.
- 9.17** Road service employees being called for unassigned work train service will be advised, at the time of call, whether the trip will be in straight-away or turnaround. They will also be made aware, to the extent possible, of how many days they may be required to be tied up en route. This will be done to allow the crew members to plan for the proper amount of food and clothing to bring with them.

In the application of this rule it is recognized that unexpected situations which cannot be foreseen at the time of call, whereby the anticipated duration of the work train service would be required to be changed, could occur.

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

## **ARTICLE 10**

### **called and cancelled**

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

## **ARTICLE 11**

### **held-away-from-home terminal**

**11.01** Engineer in pool freight and in unassigned service held at other than home terminal longer than 11 hours without being called for duty will be paid minimum passenger rates on the basis of 12-1/2 miles per hour for all time held in excess of 11 hours except that in cases of wreck, snow blockade or washouts on the subdivision to which assigned, Engineers held longer than 11 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.

In lieu of the provisions contained in the foregoing paragraph, Engineer in pool freight and in unassigned service working on a territory on which the Company has implemented conductor-only train operations, held at other than the home terminal longer than 10 hours without being called for duty will be paid minimum passenger rates on the basis of 12-1/2 miles per hour for all time held in excess of 10 hours except that in cases of wreck, snow blockage or washouts on the subdivision to which assigned, Engineers held longer than 10 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.

**11.02** Should an Engineer be called for service or ordered to deadhead after pay begins, held-away-from-home terminal time shall cease at the time pay begins for such service or deadheading.

**11.03** Payment accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading.

**11.04** Deleted, formerly 10(d).

**11.05** For the purpose of applying this Article the Company will designate a home terminal for each engineer in pool freight and in unassigned service.

**11.06** Except in cases of wrecks, snow blockades or washouts on the Subdivision to which assigned, Engineer on assigned run held at away-from-home terminal awaiting his train delayed beyond the advertised time of departure will be paid for all time so held if more than 5 hours. Five hours or less not to count. If held over 5 hours, payment to be made at 12-1/2 miles per hour for each hour over the said 5 hours at minimum passenger rate. Payment under this Clause will cease when engineer is required to report for duty.

**11.07** The Company will make every effort to return Engineer to his home terminal as soon as possible.

**11.08** Miles paid under the terms of this Article will not be included in calculating miles used for the purpose of regulating pool complement.

## **ARTICLE 12**

### **electric locomotive, diesel-electric, either multiple unit or single**

Archived - Formerly 11

## **ARTICLE 12a**

### **second engineer in passenger service**

## **ARTICLE 13**

### **doubling**

**13.01** Actual mileage will be paid for doubling if in excess of 5 miles one way.

**13.02** Not less than 10 miles will be allowed for each double

## **ARTICLE 14**

### **piloting**

**14.01** An Engineer in charge of an engine ordered over any subdivision with which they are not familiar will be furnished with a competent pilot. An Engineer will be used as pilot when available.

**14.02** When used as a pilot an Engineer shall be paid for initial terminal time, road miles or road time, final terminal delay and final inspection time at the rate of pay applicable to the class of power used and class of service in which the piloting service is performed.

## **ARTICLE 15**

### **Running off mainline**

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

## **ARTICLE 16**

### **Resthouse facilities**

**16.01** Resthouses will be provided for Engineers at their objective terminal on the following basis:

- (1) Where accommodation is shared with trainmen in new or enlarged resthouses, such resthouses will be provided with sleeping, dining, kitchen, lounging, washroom including showers and toilets and drying room facilities as well as a general locker for storage of clothing, individual food storage lockers, fire exits and alarm systems. Single occupancy bedrooms, with a floor area of 80 square feet, equipped with a mirror, bedside table, chair, electrical outlet, clothes hanging facilities, adequate lighting, opaque window blinds, will be provided in addition to existing resthouses and in new resthouses. Beds will be of standard, single size with spring filled mattress, linen shall be changed after each occupancy and blankets changed at regular intervals. Kitchen facilities will include refrigerator, adequate cooking stove and oven facilities, utensils, dishes, soap, towels and power ventilator.
- (2) Resthouses will be maintained in a clean and sanitary manner by personnel other than engineers. Engineers will co-operate in keeping resthouses in a clean and orderly condition. Engineers using cooking utensils and dishes will be responsible for leaving same in a clean condition. When practicable resthouses will be located in a quiet area convenient to the point where Engineers usually report on and off duty. Resthouses will be air conditioned within a period not exceeding two years from the date that construction is completed except that the resthouse at Field will not be air conditioned.

- 16.02** Other resthouse accommodation will be equipped with spring beds, mattresses, blankets, sheets, pillows, and pillow cases as well as cooking facilities and utensils, if necessary. Clean laundered sheets and pillow cases shall be supplied to each new occupant. Resthouses will be kept in good condition. Mattresses replaced because of normal wear will be spring-filled.
- 16.03** The use of resthouses will not be restricted to Engineers.
- 16.04** At terminals where circumstances warrant, arrangements will be made between the Local Chairman and the designated Company Officer for the provision of transportation for Engineers between the resthouse or point of reporting for duty and the point where the Engineer takes charge of the locomotive and between shop track or change-off point where locomotive is run through the terminal and the point of reporting off duty or the resthouse.
- 16.05** The Company may elect to provide sleeping accommodation in a hotel, motel or other suitable place.
- 16.06** Specific concerns which the Union may have with respect to the condition or maintenance of any resthouse shall be advanced to the designated Company Officer by the Local Chairman or his designate. The designated Company Officer shall investigate to determine what areas, if any, may require attention and where necessary, correct the situation and advise the Local Chairman and his designate, in writing, of the results of the investigation. Unresolved issues may be brought to the attention of the General Chairman and the General Manager for further handling.

## **ARTICLE 17**

### **annual vacation with pay**

#### **Section 1**

- 17.01** An employee who at the beginning of the calendar year is not qualified for vacation under clause 17.02 will be allowed 1 calendar day's vacation for each 26 days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of 2 weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.02.
- 17.02** Subject to the provision of Note 1 below, an employee who, at the beginning of the calendar year, has completed 3 years continuous service and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of 1 calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of 3 weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.03.

Note 1: An employee covered by Clause 17.02 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he rendered compensated service in 40 calendar months; otherwise his

vacation entitlement will be calculated as set out in Clause 17.01. Any  
vacation granted for which the employee does not subsequently qualify  
will be deducted from the employee's vacation entitlement in the next  
calendar year. If such employee leaves the service for any reason prior to  
his next vacation, the adjustment will be made at time of leaving.

**17.03** Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year has completed 10 years continuous service and who has rendered compensated service in 100 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.04.

Note 2: An employee covered by Clause 17.03 will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he has rendered compensated service in 110 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.02. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**17.04** Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has completed 18 years' continuous service and who has rendered compensated service in 180 calendar months calculated from date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 10-1/2 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause 17.05.

Note 3: An employee covered by Clause 17.04 will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent service anniversary date he has rendered compensated service in 190 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.03. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**17.05** Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has completed 28 years' continuous service and who has rendered compensated service in 280 calendar months calculated from date of entering service, shall have his vacation scheduled on the basis of 1 calendar day's vacation for each 8-1/2 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of 6 weeks. Compensation for such vacation



will be 12% of the gross wages of the employee during the preceding calendar year.

Note 4: An employee covered by Clause 17.05 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he has rendered compensated service in 290 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause 17.04.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

In the application of this Clause 17.05 the Company shall have the option of scheduling an employee for 5 weeks' vacation in weekly allotments with the employee being paid in lieu of the sixth week at 2% of his gross wages during the preceding calendar year.

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

**17.07** An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company Officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the proper officer of the Company and the Local Chairman of the Council.

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

**17.09** An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company re-schedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is re-scheduled under Clauses 17.07 and 17.08, he shall be given at least 3 weeks' advance notice of such re-scheduling and will be entitled to the following penalty payment in addition to vacation pay:

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

The re-scheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Clause does not apply where re-scheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

## Section 2

**17.10** An employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with shall be paid for any vacation due him up to the time of termination of his service calculated as provided for in Section 1. Any such employee who is not qualified for any vacation days due to not meeting the qualifications for such days as prescribed in Clauses 17.01, 17.02, 17.03, 17.04, 17.05 in respect of the year in which his service is terminated shall be paid a vacation allowance of 4%, 6%, 8%,

10%, or 12%, whichever is applicable, of his gross wages in that year.

- 17.11** An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.
- 17.12** In the event of death of an employee, vacation pay to which he is entitled up to the time of his death, will be paid to the estate of the deceased.
- 17.13** An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on 2 weeks' notice vacation pay due him at any time during the ensuing year prior to being recalled to service.
- 17.14** In filling vacancies created by employees on vacation with pay, as provided in this Article, the schedule rules will apply unless otherwise mutually agreed upon between the General Chairman and the General Manager.
- 17.15** Time off on account of vacation under the terms of this Article will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

### **Section 3**

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

### **Section 4**

- 17.17** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation. Engineers not working full-time as such at the time vacations are allotted, will have their Annual Vacation scheduled on the basis of their seniority in the class of service in which they performed a preponderance of work in the preceding year.
- 17.18** Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Company.
- 17.19** Employee entitled to 1 or 2 weeks vacation must take such vacation in a continuous period. An employee entitled to 3 weeks vacation may, provided proper application is made prior to January 15th, and there is no additional expense to the Company, take his vacation in 2 portions, neither of which will be less than 1 week.

Similarly, an employee entitled to 4 or more weeks vacation may take such vacation in weekly increments, provided there is no additional expense to the Company.

**17.20** Where vacation periods are split, only the portion indicated as the first choice will be considered as preference in order of seniority and remaining portion(s) of vacation will be allotted in order of seniority after all other employees have been allotted their first choice or vacation.

#### **Section 5**

**17.21** Employees desiring an advance vacation payment must make application for same not later than 5 weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

**Letter # 1 - Flat Lining of Annual Vacation**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This pertains to our discussions during the current round of collective bargaining regarding the flat lining of annual vacation.

Upon the receipt of the annual vacation allotment and the list indicating preponderance of service for the Running Trade Employee, per terminal, mutual agreement between the local Union representatives and the Company will determine the following:

- The flat-line number of employees who will be allowed to go at any one time, per terminal.
- Further accommodations during the peak annual vacation periods will be provided dependent upon traffic fluctuations.

Article 67, Annual Vacation, section four of the UTU West and Article 17, Annual Vacation With Pay, section four of the BLE West will continue to apply, regarding seniority and preference.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

November 22, 1985

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

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

Dear Sirs:

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

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

Yours truly,

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

I concur:

I concur:

G.N. Wynne  
General Chairman

L.F. Berini  
General Chairman

# ARTICLE 18

## general holidays

### Section 1

**18.01** An employee who qualifies in accordance with Section 2 hereof shall be granted a holiday with pay on each of the following General Holidays:

#### All Provinces

New Year's Day

The day after that on which New Year's Day is observed, except that when New Year's Day falls on a Friday, this General Holiday will be observed on the following Monday.

Good Friday

Victoria Day

Canada Day

Civic Holiday (First Monday in August)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Note: If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the Day after that on which New Year's Day is observed.

If in any Province or part thereof a holiday is more generally recognized than any one of the holidays specified above, either party to this agreement may request substitution thereof, and if agreed, substitution will be made. If the parties fail to agree on which holiday is more generally recognized, the dispute will be submitted to the Canadian Railway Office of Arbitration for final decision. When any of the above holidays falls on Saturday or Sunday, the day observed by the Federal Government in respect of its employees as the holiday shall be recognized.

### Section 2

**18.02** In order to qualify for pay on any one of the holidays specified in Section 1 hereof, an employee must have been in the service of the Company and available for duty for at least 30 days and, in addition:

- (1) Commence a tour of duty on the General Holiday; or
- (2) unless cancelled, must be available for duty on such holiday if it occurs on one of their work days, excluding vacation days. (This sub-clause does not apply in respect of an employee who is suffering from a bona fide injury, who is hospitalized on the day of the holiday, or who is on weekly indemnity benefits on the day of the holiday or subsequently qualifies therefor because of illness on such holiday); and
- (3) must be entitled to wages for at least 12 tours of duty during the 30 calendar days immediately preceding the General Holiday. An assigned working day on which a regularly assigned employee is cancelled shall be considered as a day on which such employee is entitled to wages in computing the 12 tours of duty in respect of which an employee must be entitled to wages under the provisions of this Clause (3).

Note: Provided that an employee is available for work on the General Holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly indemnity benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause (3).

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

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

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

### **Section 6**

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

### **Section 7**

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

### **Section 8**

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

## **ARTICLE 19**

### **bereavement leave**

**19.01** Upon the death of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, step-parent, grandparent, spousal grandparent (effective January 1, 2000), grandchild and step-grandchild (effective January 1, 2001) 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.

**19.02** Where there are extenuating circumstances, such as to schedule the leave in order to attend the funeral, the commencement of bereavement leave may be delayed upon authorization of the employee's supervisor.

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

## **ARTICLE 20**

### **leave of absence**

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

## **ARTICLE 21**

### **seniority**

**21.01** Archived (formerly (a))

**21.02**

- (1) Employees will establish a seniority date on the applicable Locomotive Engineer Seniority District List, based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the Interchangeable Rights Master Seniority List.
- (2) A final Locomotive Engineer training bulletin will be issued for employees who were hired on or prior to June 4, 1992. Successful applicants to this bulletin will establish a seniority date on the applicable Locomotive Engineer Seniority District List, based upon the closing date of the bulletin under which they were selected for Locomotive Engineer training, in the same order as they appear on the Interchangeable Rights Master Seniority List.
- (3) Upon the closing of the final bulletin, all employees hired between June 5, 1992 and July 14, 1995, who's names do not already appear on the list, will be placed on the applicable Locomotive Engineer Seniority District List, in the same order as they appear on the



Interchangeable Rights Master Seniority List.

- (4) Employees placed on a Locomotive Engineer Seniority District List, shall have prior rights to all Locomotive Engineers work on their seniority district and shall be trained in seniority order.
  - (5) Employees hired after July 14, 1995 will only establish seniority on the Locomotive Engineer National Seniority List, based upon their seniority on the Interchangeable Rights Master Seniority List.
  - (6) An Engineer from outside a Locomotive Engineer Seniority District shall not be allowed to work an Engineer's job if there are Engineers on the Seniority District List who could be trained, except in emergency. In these cases the Company must immediately start training unqualified Engineers from that Locomotive Engineer Seniority District to fill the vacant positions.
  - (7) Employees failing to be selected or pass training on the first attempt will hold their seniority should subsequent training be offered.
- 21.03** No Engineer will be permitted to leave a terminal where he can hold a regular position as an Engineer to go to another terminal to run spare.
- 21.04** No Engineer running spare at any terminal will be permitted to transfer to another terminal where he does not hold work as an Engineer.
- Should there be no available Engineers, the senior qualified Engineer not set up as such, shall be used. An Engineer having to move under this rule will be permitted to return to his home terminal when he stands for work on the Engineer's list at that terminal.
- 21.05** Archived (formerly (b))
- 21.06** Archived (formerly (c))
- 21.07** Except as provided in Clause 21.15, no payment will be made for deadheading under the application of this rule.
- 21.08** A seniority list of Engineers in promotion order will be kept posted in each booking-in office, reissued in January of each year and a copy will be furnished to the Local Chairman and General Chairman. No protest against an Engineer's standing thereon shall be heard unless it is entered within 60 days after the first appearance of his name on the list.
- 21.09** Archived (formerly (f))
- 21.10** Archived (formerly (h))
- 21.11** Archived (formerly (i))
- 21.12** Engineer transferred from one seniority district to another, or from another railway, except as otherwise provided in Clause 21.02, shall rank as junior employee. Engineer taken over with another road will hold his seniority rights with employees on the division to which that road has been added, from the date of entry into service with such other road.
- 21.13** Engineer employed by contractor will have no seniority standing. Engineer assigned by the Company to contractor's service will retain his seniority.

**21.14 Accommodation and Meal Allowance for Engineers Forced from One Main Home Terminal to Another on His Seniority District.**

- (1) An Engineer forced to move from one main home terminal to another main home terminal on his seniority district on a temporary basis pursuant to the provisions of this Article and who does not move his residence to or maintain his residence at the terminal to which he is forced shall be entitled to a living allowance of \$20 per day when accommodation in a rest-house is supplied by the Company. If such accommodation is not supplied by the Company the allowance shall be \$30 per day. Should an Engineer so forced not return to his home terminal when he stands for work as an Engineer at that terminal, when he is no longer the senior demoted Engineer, or when he is released at the terminal to which forced as a result of a reduction in the Engineers' working list at that terminal pursuant to the provisions of Paragraph 4 of the Letter of Understanding dated September 1, 1972, he shall be deemed to have transferred voluntarily and his entitlement to the living allowance cited above shall cease forthwith.
- (2) Engineers forced to move from one main home terminal to another main home terminal on his seniority district on a temporary basis pursuant to the provisions of this Article shall be paid for deadheading between such terminals under the provisions of Article 5, Clause 5.02. Should an Engineer so forced return to his home terminal when he stands for work as an Engineer at that terminal or when he is no longer the senior demoted Engineer he shall not be paid for deadheading back to his home terminal nor shall the senior demoted Engineer forced to that terminal to replace such engineer be paid for deadheading to that terminal.

**21.15 For the purposes of this Collective Agreement, the main home terminals for locomotive engineers are:**

Thunder Bay	Calgary
Kenora	Red Deer
Winnipeg	South Edmonton
Brandon	Lethbridge
Minnedosa	Cranbrook
Wynyard	Nelson
Sutherland	Revelstoke
Wilkie	Kamloops
Moose Jaw	Coquitlam
Medicine Hat	Roberts Bank

**21.16 Union Security**

- (1) Employees holding permanent, Company supervisory positions before July 4, 1995, who also hold seniority rights in any craft represented by the Council or its' constituent Unions, will continue to accumulate bargaining unit(s) seniority to July 14, 1996, after which time their seniority will no longer accrue.
- (2) Any employee appointed to a permanent Company supervisory position on or subsequent to July 14, 1995, who also holds seniority rights in any craft represented by the Council or its' constituent Unions, will continue to accumulate bargaining unit(s) seniority for a period of one year following the date of their appointment, after which time their seniority will no longer accrue.
- (3) Any employee appointed to a Company supervisory position on a temporary basis, who also holds seniority rights in any craft represented by the Council or its' constituent

Unions, shall continue to accumulate bargaining unit seniority in accordance with current practices.

- (4) For the purposes of this Article, the following positions are deemed not to be supervisory positions:

Positions of Referral Agent with the Employee and Family Assistance Program.

Division Trainers.

Any other such position that may be mutually agreed upon, from time to time, by the parties to this collective agreement.

- (5) For the purposes of this Article, a Company supervisory position on a temporary basis is defined as a company supervisory position, the holder of which is not entitled to the benefits under Canadian Pacific Railway's "Management, Supervisor, Professional, Specialist" program or such other program that may be employed by the Company in the future. The Company will, at the time appointments are made to company supervisory positions from the ranks of any person holding seniority rights in any craft represented by the Council or its' constituent Unions, notify the Council, in writing, if such appointment is temporary or permanent.
- (6) After an individual appointed to a Company supervisory position under the provisions of 1) or 2) above is no longer accruing seniority pursuant to the provisions of this Article, their name will be removed from the next published seniority list(s), and placed in a separate column on such list and shown as "Seniority Frozen on ...." followed by the date on which the individuals seniority has been frozen.
- (7) An individual whose seniority has been thus frozen pursuant to this Article, who chooses to return to their former position in the bargaining unit, will, on the day they return to the bargaining unit, have their name placed back on the seniority list(s) in the position, relative to the amount of seniority they accumulated up to the point of having their seniority frozen. They will be notified, in writing, of what their new seniority number is and where they stand on the seniority list(s) relative to other individuals on such list(s), the date of their return to the bargaining unit as well as the date of their entry into service and the date their seniority was frozen, copies of which will be provided to the Council and posted in bulletin books over the entire seniority district(s). They will immediately begin to accrue seniority from the date of their return to the bargaining unit and continue to do so in accordance with existing seniority rules.

**Letter #8 - Closed Period Commitment for Integrated Seniority List**

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This has reference to relating to various discussions during this round of negotiations concerning the need for integrated seniority lists on a system basis, as outlined in the letter dated July 14, 1995, titled SENIORITY INTEGRATION.

We are agreed that progress has been realized toward completion of this task , however the parties also concur that this remains as work in progress.

The parties will, during the first 90 days following ratification of the agreement, meet to finalize an integrated seniority list, adhering to those parameters outlined in our July 14, 1995 letter.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

## **ARTICLE 22**

### **grievance procedure**

- 22.01** A wage claim not allowed will be promptly returned and the employee advised the reason therefore. If not returned to the employee within 30 calendar days the claim will be paid.

When a portion of a claim is not allowed the employee will be promptly notified and the reason given, the undisputed portion to be paid on the current payroll.

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

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

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

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

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

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

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

**Step 3 - Appeal to General Manager**

Within 60 calendar days from the date decision was rendered under Step 2, the General Chairman may appeal the decision in writing to the General Manager, whose decision will be rendered in writing within 60 calendar days of the date of appeal. The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of his decision proceedings are instituted to submit the grievance to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

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

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

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

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

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

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

The decision of the General Manager shall be final and binding unless within 60 calendar days from the date of his decision proceedings are instituted to submit the grievance to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work, except that an appeal against the dismissal of an employee which does not involve a claim for payment for time lost, may be submitted to the Canadian Railway Office of Arbitration at any time within 2 years from the date of dismissal.

**22.04** Any grievance not progressed by the Union within the prescribed time limits shall be considered invalid and shall not be subject to further appeal. Where a decision on a grievance concerning the meaning or alleged violation of any one or more of the provisions of the Collective Agreement and in which a wage claim is involved, is not rendered by the appropriate officer of the Company within the prescribed time limits, the claim shall be allowed as presented but this shall not be considered as a precedent or waiver of the contention of the Company as to similar claims. Where a decision on an appeal against discipline imposed is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may be progressed to the next step of the grievance procedure.

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

## **ARTICLE 23**

### **investigations - discipline**

**23.01** When an investigation is to be held, each employee whose presence is desired will be notified, in writing if so desired, as to the date, time, place and subject matter.

- (1) The notification shall be provided not less than two days prior to the scheduled time for the investigation unless arrangements for a shorter notification time have been made between the Company officer and the employee being investigated or the accredited representative of the Union.
- (2) The notification shall include advice to the employee of their right to have an accredited representative of the Union attend the investigation.
- (3) The notification shall include advice to the employee of their right to request witnesses on their own behalf. If the Company is agreeable and the witness is a Company employee, the witness will be at the Company's expense. If the Company is agreeable and the witness is not a Company employee, it will be at the Union's expense.
- (4) The notification shall be accompanied with all available evidence, including a list of any witnesses or other employees, the date, time, place and subject matter of their investigation, whose evidence may have a bearing on the employee's responsibility.
- (5) The Company shall include with notice to the employee a copy of information provided by the Union outlining name(s), addresses and telephone numbers of the Local Chair(s).
- (6) The employee will sign their statement and be given a copy of it.

- 23.02** Clause 23.01 (4) above will not prevent the Company from introducing further evidence or calling further witnesses should evidence come to the attention of the Company subsequent to the notification process above. If the evidence comes to light before commencement of the investigation, every effort will be made to advise the employee and/or the accredited representative of the Union of the evidence to be presented and the reason for the delay in presentation of the evidence. Furthermore, should any new facts come to light during the course of the investigation, such facts will be investigated and, if necessary, placed into evidence during the course of the investigation.
- 23.03** If the employee is involved with responsibility in a disciplinary offence, they shall be accorded the right on request for himself or an accredited representative of the Union or both, to be present during the investigation of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness.
- 23.04** Employees will not be disciplined or dismissed until after a fair and impartial investigation has been held and until the employee's responsibility is established by assessing the evidence produced. No employee will be required to assume this responsibility in their statement or statements. The employee shall be advised in writing of the decision within 20 days of the date the investigation is completed, i.e. the date the last statement in connection with the investigation is taken except as otherwise mutually agreed. Failure to notify the employee within the prescribed, mandatory time limits or to secure agreement for an extension of the time limits will result in no discipline being assessed.
- 23.05** An employee is not to be held off unnecessarily in connection with an investigation unless the nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual or to expedite the investigation, where this is necessary to ensure the availability of all relevant witnesses to an incident to participate in all the statements during an investigation which could have a bearing on their responsibility. Layover time will be used as far as practicable. An employee who is found blameless will be reimbursed for time lost in accordance with Clause 5.05.
- 23.06** When an employee is dismissed or resigns they shall within five days be paid, and as soon as possible on request be given a certificate of service.

### **23.07 Informal Handling**

- (1) The service record of the individual warranting, for the first offence of a minor nature the case may be handled in the following manner.
- (2) In the place of the formal investigation as provided for in the Collective Agreement an informal interview will be held to review the incident involved at which interview the employee may have an accredited representative of the union present.
- (3) A record of the incident will be placed on the employee's file and a copy of same given to the employee.
- (4) This record on file does not constitute discipline but does establish that the incident took place. The fact that the incident occurred may be used by the Company in assessing the appropriate amount of discipline should repeat offences take place within a one year period.
- (5) The existence of this record on an employee's file will not be used at arbitration by either party if repeat offences do not take place within one year.

### **23.08 Admission Of Responsibility**

- (1) Where an individual admits responsibility for an incident where the penalty to be assessed is 10 demerit marks or less, and the individual chooses to waive the right to a formal investigation provided for in the Collective Agreement, discipline may be assessed without the need for such investigation.
- (2) In these circumstances an informal interview will be held to review the incident involved. If so desired, the employee may have an accredited representative of the Union present. Discipline will be issued within 20 calendar days of the interview.
- (3) No written record of the proceedings will be kept except for the discipline itself and the individual's written concurrence that the employee wishes to forego the formal investigation and admit responsibility.
- (4) By accepting the procedure provided for in this clause, the employee waives the right to grieve the discipline assessed under the provisions of the Collective Agreement
- (5) The Company will supply an employee who has agreed to utilize the admission of responsibility provisions of the collective agreement(s) with an additional copy of the admission form with written instructions that such additional form may be provided to the Local Chair for their information should the employee desire.
- (6) Any employee whose discipline record reaches 30 demerits or more, shall receive a written notification of their discipline status in regard to the Brown System of Discipline. A copy of this notification will be provided to the Local Chair for their information.

### **23.09 Deferred Discipline**

- (1) This clause is intended to address an individual who has been found responsible for an incident in circumstances that by themselves are not dismissable, but which, due to the existence of demerit marks on the individual's record, would result in dismissal.
- (2) Where it is felt that the service record of the individual warrants their retention in employment, the employee may be assessed "deferred discipline".
- (3) Deferred discipline is a procedure whereby the discipline assessed will be annotated on the employee's file, but not added to their demerit mark total provided, for a period of one year following the issuance of the deferred discipline, the employee is discipline-free. Following one year of discipline-free service, the employee's discipline record will revert to its standing prior to the assessment of the deferred discipline.
- (4) If additional discipline is issued to the employee during the one year period, then the discipline which had been deferred will be added to the employee's discipline record.
- (5) Where it is determined that the situation warrants the assessment of deferred discipline, the employee will be so advised and will have three days in which to advise the Company that they wish to accept the deferred discipline. By so accepting, the employee will be waiving the right to grieve the discipline as provided for in the Collective Agreement. It is understood that for the purposes of rendering a decision, the date upon which the individual is advised that their discipline may be deferred will be regarded as the date upon which the Company has rendered its decision. If the individual indicates that they do not wish to accept the deferred discipline, or they have not replied within the three day delay, the discipline assessed will be immediately added to their discipline record.



- (6) Within 30 days of the assessment of discipline, i.e., the date the Form 104 is issued to the employee which results in the use of deferred discipline under the provisions of the collective agreement(s), the Union may request that a review of the case be done by the General Chairman of the Union and the General Manager.
- (7) The General Chairman and the General Manager will meet as soon as possible to review the culminating incident, but in any case within 30 days of the request.
- (8) The parties will review the entire case file on the matter to determine the merits of the case.
- (9) There shall be no ability to progress a grievance or to proceed to arbitration with respect to deferred discipline.

INVESTIGATIONS AND DISCIPLINE - Effective July 1, 1995

July 14, 1995

Mr. R. S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

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

Mr. D. C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

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

Dear General Chairmen:

The Company is in the process of developing a re-write of the Guide to Investigation Procedures. A draft copy of that document will be provided to the CCROU for review and comment and a meeting between Company and Union Officers will be convened shortly thereafter to discuss the issue. A determination will be made at that meeting with regard to appropriate areas that should be included in the development of a joint Company and CCROU investigation procedure and discipline handling program.

The Jointly developed program will be used by both the Company and the CCROU as an educational tool for to further develop understanding of these issues by local Company and CCROU representatives.

The Company will bear the development costs of the actual training program in respect of consultant fees, if any, and management costs. The Company and the CCROU will each bear the costs associated with their respective representatives to the committee and for attendance of their respective representatives at the training program. To the extent possible, training programs will be held at various home terminals to reduce travel costs.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson  
Chairperson  
Canadian Council of Railway Operating Unions  
Operating Unions  
Suite 750, 1595 Telesat Court  
Gloucester, ON K1B 5R3

Mr. T. G. Hucker  
Secretary-Treasurer  
Canadian Council of Railway  
150 Metcalfe Street, Suite 1401  
Ottawa, ON K2P1P1

MONTREAL, July 25, 1989

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

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

Dear Sirs:

This has reference to our discussions during negotiations concerning the Unions' demands relating to investigations.

One of the matters raised by the General Chairmen was that employees were not always able to have the desired accredited representative of the Union to assist them at investigations due to their unavailability at the time for which the investigation was scheduled. You were advised that, under normal circumstances, the Company does allow a reasonable delay or postponement of an investigation if an employee requests that a particular representative be present who, at that given time, may not be available. Requests for such postponement should be made in advance of the scheduled time for the investigation. You recognized, however, inasmuch as the words "of his choice" do not appear in the Collective Agreement provisions respecting Investigations, that this does not allow the employee the unfettered right to unduly delay the investigation awaiting the representative since the expeditious handling of investigations is of paramount importance.

Another issue raised by the General Chairmen related to the use of technical documents and records such as Q-Tron tapes in investigations which, they suggest, is becoming a frequent occurrence. They have complained that, in many cases, neither the employee nor his representative was qualified to interpret this evidence when confronted with it. It was agreed that, upon request, we would confirm to the employee whether or not such technical evidence will be used at an investigation in order that he might arrange for a qualified accredited representative.

It was further agreed that the employee and his representative would be allowed time to study this evidence as well as any other evidence to be introduced at the commencement of the investigation. It was further understood that should any new facts come to light during the course of the investigation, this would be investigated and, if necessary, further memoranda would be placed into evidence during the course of the investigation.

Another concern raised by the General Chairmen was that investigations conducted at other than employee's home terminals, due to the expanded Superintendents territories, put undue hardship on the employees. It was agreed that investigations should be conducted at the employee's main home terminal to the extent possible.

However, should a Superintendent whose office is at a distant terminal feel it is necessary for an investigation to be conducted in his office, the employee would be advised to appear at that point. When this is required, the Company will provide appropriate transportation for the employee and his representative where necessary. Furthermore, if an employee is required to stay overnight, the Company will furnish accommodation in the resthouse, or the equivalent thereof. You acknowledged, moreover, that should the employee desire another employee to appear as a witness on his behalf it would be his responsibility. In this regard, it was agreed that, should you consider that investigations are being held at other than the employee's main home terminal for insufficient reasons, the matter may be referred to the General Manager by the General Chairman. Failing a resolve the Vice-President of the Union or his delegate may refer the matter to the office of the Vice-President, Industrial Relations.

All Officers responsible for conducting investigations will be apprised of the contents of this letter for their guidance.

Yours truly,

(Sgd.) L. A. Clarke  
Manager, Labour Relations

MONTREAL, November 16, 1992

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

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

Dear Sirs:

This has reference to the BLE Demand No. 19.4 regarding the right of the employee and/or representative to examine witnesses during an investigation.

You were advised that, in our opinion, Clause (c) (NOW 23.03) of the Investigation and Discipline Articles in the BLE Collective Agreements contemplates this happening whenever evidence, which may have a bearing on the employee's responsibility, is being secured from Company personnel. It was explained to you that it is our practice to take a statement from unionized employees and obtain memoranda from others, primarily officers. The procedure therefore to permit such witness to be examined will be different.

In respect of a witness from whom a statement will be taken, the employee under investigation will be notified of the time and place in order that that employee or accredited representative may be in attendance if they so desire. Should they attend, they will be permitted to ask questions of the witness and/or offer rebuttal at the conclusion of the witness' statement. It should be noted that all questioning must be directed to the witness through the investigating officer in order to ensure the orderly conduct of the statement. Only questions or cross-examination on subjects directly pertaining to the evidence or matter under investigation will be allowed. When, in the opinion of the investigating officer, a question is wholly irrelevant, it may be declined. The question will be recorded in the statement, together with the action of the investigating officer in declining to direct the question to the witness. If rebuttal is offered or questions asked by the employee under investigation or accredited representative, such rebuttal and questions asked together with the answers given by the witness will be recorded in the statement. Should the employee elect not to question the witness, this will also be recorded in the witness' statement.

On the other hand, should the employee under investigation not attend the witness' statement, the fact that he had been notified that a statement would be taken will be recorded in his own statement at the time the witness' evidence is being introduced. In such cases, the employee or representative will be allowed only the opportunity to offer rebuttal to such evidence. When a Company Officer gives evidence in the requested by the employee under investigation or accredited representative, will be present at the statement of employee. The employee or accredited representative will be permitted to ask questions of the Company Officer through the presiding officer or to offer rebuttal. The rebuttal offered or questions asked and the Officer's answers will be recorded in the statement in the same manner as noted above.

There may be instances where the employee or the Union may request that certain witnesses be called on behalf of the employee under investigation. Such request will not be denied unless it can be demonstrated that these people could not have witnessed the incident under investigation nor could they provide any pertinent evidence in this regard.

Arrangements will be made to ensure that all Officers involved with conducting investigations are made aware of these procedures.

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

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

# CANADIAN PACIFIC RAILWAY

**CALGARY, May 23, 1999**

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway  
Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Alberta M1H 2A5

Dear Sirs:

This pertains to our discussions during the recent round of collective bargaining in respect of the importance of establishing and maintaining good customer relations, and the impact that crews' performance can have regarding customer service.

It was agreed that, in cases where intervention is found to be necessary, it would be addressed in the following manner;

- 1) Any problems encountered dealing with Customer Service will be dealt with on a local basis between the Local Company Officers, Local Union Representatives and whenever possible, the customer with a view to resolving the issue.
- 2) If unable to resolve the issue on a local basis, the issue may be advanced to the respective General Chair(s) and Service Area Manager providing full details and circumstances of the problem.
- 3) Every effort will be made by both parties to find a mutually agreeable resolution to the problem as quickly as possible.
- 4) If the parties are unable to come to a resolution, through this joint consultation process, more traditional methods of dealing with the problems may be used.

If this is your understanding, would you please so indicate in the space provided below.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I concur:

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D.C. Curtis  
General Chairman

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L.O. Schillaci  
General Chairperson

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D.A. Warren  
General Chairperson

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R.S. McKenna  
General Chairman



## **ARTICLE 24**

### **complaints of engineers**

Archived (Formerly Article 20)

## **ARTICLE 25**

### **calling**

**25.01** Employees will be called in time to be on duty at time required by the Company. Where telephone service is available, employees will be called by telephone only, except that other means will be used in cases of telephone failure when the employee resides within the applicable calling in 1987. When the telephone rings and is not answered or when a busy signal occurs this does not indicate telephone failure. Telephone failure exists in cases where the operator advises that the call cannot be completed as dialed or the line goes dead. When a busy signal occurs the practice of repeating the call will continue. Other means may also be used when employees are accommodated in facilities provided by the Company. Employees will be given at least a two-hour call except in cases of emergency.

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

**25.03** (1) The Company will record all incoming and outgoing telephone calls pertaining to the calling of crews and this information will be retained for a minimum of 60 days. Accredited Union Officers shall have reasonable access to these recordings upon request to a Company Officer.

(2) In the event that specific information is requested by the accredited union representative, the recording, or a transcript of the requested portion, will be retained and furnished upon request.

(3) The Company will consult with the Council prior to making a change of consequence in the calling procedures.

#### **25.04 Balance of Paycheques**

(1) Road Service employees who have access to, and who are being called and paid under the auspices of the centralized crew calling procedure (CMA) have the option of equalizing their earnings between pay periods. The payment of claims in one period may be delayed until the pay period immediately following the pay period in which the claim has been deferred for payment. The only exception will be the last pay period of the year.

(2) Earnings, as described in clause 1 above do not apply to annual vacation or general holiday claims.

(3) Employees will be required to advise the Company of their intention to defer the submission of the claims prior to the completion of the pay roll cut off date of the preceding pay period.

(4) The Company will specify the cut off day for the deferral of such claims, and also the manner in which such deferral will be noted by the employee on the appropriate CMA screen.

**25.05** A weekly crew change protocol may be established, by local agreement, at each terminal.

Such protocol will be developed jointly and may use the assistance of the joint CCROU - Company CMA committee in the development.

November 22, 1985

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

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

Dear Sirs:

This concerns discussions during negotiations concerning both the Company's and Union's demands on Calling.

The position of the Union was that employees should be permitted to make arrangements, in writing, with appropriate Company Officers to provide that in instances where an employee could not be reached by telephone for a call to duty, that a taxi firm would be called to provide for a call at the employee's calling place. Under such circumstances, previous arrangements would be made between the employee and the taxi firm to provide for such a call at the employee's expense.

This will confirm that such local arrangements may be made and that, in the event the employee cannot be reached by telephone for a call to duty, then, the Company will call the taxi firm indicated by the employee. The taxi firm will then deliver the call to the employee's residence and the Company will be notified of the status of the call either by the employee or the taxi firm as the case may be. The expenses associated with the taxi firm will be borne by the employee.

Yours truly,

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

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

## **ARTICLE 26**

### **fuel, sand & water**

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

Eastbound; Coquitlam, Calgary, Moose Jaw (for trains off the Taber Subdivision),  
Winnipeg, Chapleau and Saskatoon.

Westbound; Chapleau, Winnipeg, Moose Jaw (for trains off the Weyburn or Lanigan  
Subdivisions), Calgary and Saskatoon.

Southbound; Golden

Northbound; Golden

## **ARTICLE 27**

### **Rest**

- 27.01** Employees will have the right to book up to 24 hours rest at home terminals and up to 8 hours rest at away from home terminals if desired. Such rest must be booked upon tie up. Employees will not be required to leave the terminal until they have had the amount of rest booked.
- 27.02** If booking 24 hours rest at the home terminal results in shortages of employees and consequent disruption of operations, or if unwarranted use of this provisions causes problems, the matter will be discussed between the General Manager and General Chairman with the intent to resolve.
- 27.03** Employees, being the judge of their own condition, may book rest after being on duty 10 hours, or 11 hours when two or more Brakepersons are employed on a crew in addition to the Conductor.
- 27.04** Employees desiring rest en route will give their notice within the first 5 hours on duty to the Rail Traffic Controller or other designated Company employee. Notice will include the amount of rest required, 8 hours considered maximum at other than home terminal, except in extreme cases.

**27.05** Where it becomes necessary, arrangements will be made to have a reduced or Conductor-Only crew complete their tour of duty within 10 hours on duty which may require the discontinuance of work en route, changing meets and the prompt yarding of the train. When such arrangements are made, the RTC will so advise all other employees having authority over the operation of the train, i.e. yard personnel at objective terminal, other RTC, etc. When, notwithstanding this arrangement, the reduced crew is unable to complete their tour of duty within 10 hours, the members of the crew may book rest after 10 hours on duty.

This provision will be applied as follows:

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

**27.06** When an employee on a crew gives notice to book rest the Company will make arrangements to ensure the employee is off duty within 10 hours. The Company may, at its option, relieve a single employee or it may require that all members of the crew be relieved. This may result in the Company requiring that rest be taken prior to the expiration of 10 hours and/or that the crew be relieved prior to 10 hours on duty, or 11 hours where applicable.

**27.07** Employees who book rest en route will, in all instances, be transported to their objective or home terminal in a vehicle provided by the Company, or on their own or another train, unless the circumstances in Clause 27.08 below are applicable. For the purpose of this Clause, an intermediate point in work train service, as described in Clause 9.11, will be considered as an objective terminal.

**27.08** When, due to circumstances beyond the Company's control, such as impassable road conditions, it becomes necessary to take rest en route, arrangements will be made by the Company for the necessary accommodation, including eating facilities, at the location at which rest is taken or employees will be transported to the nearest location where necessary accommodation and eating facilities can be provided. Rest will commence when accommodation is reached. Upon expiry of rest, if unable to complete their tour of duty on their own train or another train tied up at that location where their train was left, employees will be deadheaded to the objective or home terminal.

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

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

- 27.11** Employees who have given notice to book rest, and are working on their train beyond 10 hours at a point short of the OMTS or designated point of the objective terminal, will receive a premium payment of \$80.00 as outlined in Clause 27.12 below. For the purposes of this Clause, a crew is considered to be working until deadheading commences. Deadheading commences once the crew is physically in the mode of transportation to be used, or in the case where deadheading is to take place on the train, when a relief crew has taken control of the train.
- 27.12** Employees who have not requested rest in accordance with Clause 27.04 may, at the discretion of the Company, be required to work up to 12 hours in order to complete their tour of duty. In these circumstances, a crew who works in excess of 10 hours prior to reaching the OMTS or designated point of the objective terminal, will be entitled to a premium payment of \$80.00 in addition to all other earnings for their tour of duty.
- 27.13** The premium payment referred to in Clause 27.11 and Clause 27.12 applies to unassigned straightaway, turnaround and combination service on territories where fixed mileage rates have been established. These Clauses will also apply to assigned service or other territory, if mutually agreed to, by the General Chairman and the General Manager. These Clauses will apply to the Revelstoke/Golden Agreement, Sparwood Runthrough Agreement, Expressway and Roadrailer Agreements. The premium payment does not apply to Turnaround Combination Service (TCS).
- 27.14** Crews who arrive at the OMTS or designated point prior to 10 hours, and subsequently reach 10 hours on duty within the terminal will not be required to perform switching. Arrangements will be made to expedite the yarding of their train. Where other crews are on duty and available to assist, they will be used to yard the train.
- 27.15** In application of the following, employees in assigned road service may book personal rest following their tour of duty as required. Except as otherwise provided herein, employees may not book personal rest to the extent that such rest will make them unavailable for their next scheduled tour of duty. This clause will apply only when the conditions are such that the employee is able to comply, now and in the future, with regulations with respect to hours of service and provided that they have nine (9) consecutive hours off duty from their time off duty on the preceding tour of duty to the commencement of the following tour of duty. This clause may be subject to revision in the event that current governmental regulations are modified.
- 1) Employees in assigned service working a five day per week assignment shall not be permitted to book rest beyond assigned starting times during their regular work week.
  - 2) Employees in assigned service working a six day per week assignment shall be permitted to book rest beyond their assigned starting times once during their regular work week.
  - 3) Employees in assigned service working a seven day per week assignment shall be permitted to book rest beyond their assigned starting times twice during their regular work week.
  - 4) Personal rest booked beyond the commencement of the following day's tour of duty which results in the employee making themselves unavailable for duty on that day shall result in a reduction of any guarantee payable.

## **ARTICLE 28**

### **meals**

- 28.01** Archived (formerly first paragraph)
- 28.02** Trains will not be delayed nor train operations disrupted solely as a result of stopping trains to eat.
- 28.03** Crews will report for work suitably prepared for a tour of duty recognizing that the opportunity to take a meal will be governed by the practicality of train operations.
- 28.04** At the initial terminal, when crews are delayed for any reason, resulting in their being on duty in excess of four hours, such crews will be allowed to obtain food provided eating facilities are available and the time taken does not exceed forty minutes. In circumstances where it is expected that crews will be delayed four hours or more, a supervisory employee may, after two hours on duty, offer an opportunity to the crew to obtain food. Where transportation is required the Company will so arrange.

Crews who have obtained food or declined this opportunity in accordance with the preceding paragraph will not be allowed to delay the train in the terminal to eat after four hours, and they will be expected to take their train through to the objective terminal without further opportunity to obtain food en route. The provisions of this Clause will not apply once the train has been made up and is en route to the objective terminal yet still within the initial terminal.

- 28.05** Crews who will encounter delays of forty minutes or more en route due to operating conditions including track blockages, track maintenance work, and meets, etc. will be so advised and be given an opportunity to obtain food, provided eating facilities are readily available and there is no additional delay to the train.

The purpose of this clause is to meet the legitimate needs of the employees who require an opportunity to obtain supplementary food while recognizing the need to handle traffic expeditiously.

## **ARTICLE 29**

### **locomotive conditions**

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

## **ARTICLE 30**

### **handling of locomotive engineers**

- 30.01** Pooled Engineers will run first-in first-out, except as otherwise provided.
- 30.02** Engineers on spare list will run first-in first-out, except as otherwise provided.
- 30.03** If run around avoidably Engineer will be entitled to 50 miles at minimum passenger rate.
- 30.04** Engineer assigned to regular run of 100 miles or more, or to regular short run when they have completed their day, or to yard service, will not be considered on duty from time relieved until again required for their regular run or shift.
- 30.05** Short runs will not be coupled up and Engineer run from one point on a branch line through a main terminal to a point on another branch line beyond such terminal.

**30.06**

- (1) One month in advance of the general change of timetable all assignments will be advertised on the seniority district. Senior Engineers shall have preference in all classes of service at any terminal to which their seniority entitles them and must stay on the run chosen throughout the period the timetable is in effect or until a change is made necessary by promotion or demotion. In the event there are no applicants for any particular assignment the senior Engineer not set up as such at the terminal where the vacant assignment exists will be required to fill the vacancy.

Bulletins will be closed 14 days subsequent to the initial posting.

The results will be forwarded to local Company and Union Officers for scrutiny, seven days subsequent to the bulletin.

Local Company and Union Officers will be provided with four days to complete their review and make any necessary changes, advising the CMC accordingly.

Results of the advertisement will be posted twenty-five days subsequent to the initial posting.

Applications must be dated and made in writing on the prescribed form and submitted to the Crew Management Centre as indicated in the bulletin.

Engineers at outlying terminals will apply as indicated in the bulletin. After assignments are filled all applications will become null and void. Engineers on leave of absence may make application on their return.

- (2) Archived (formerly (f)(2))

- (3) In the event of no semi-annual change of timetable, a date will be agreed upon between the General Manager and General Chairman for the rebulletining of all assignments on the seniority districts.

- 30.07** In the event of a regular assigned run being reduced one day or more per month or layover changed over 5 hours, Engineer affected will have the right to take any other run out of their home or auxiliary terminal that is manned by a junior Engineer.

- 30.08** Archived (formerly (h))



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

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

**30.11**

- (1) Archived (formerly (k)(1))
- (2) A temporary vacancy, except vacation vacancies and vacancies in excess of 7 days created by authorized leave of absence in all other classes of service, will be filled by spare engineers for the first 7 days, after which such temporary vacancy and subsequent vacancies created thereby, will be filled by the senior Engineer desiring the run. In the event there is no applicant for such vacancy it will be filled by the junior spare Engineer. An Engineer electing to fill a temporary vacancy under the provisions of this paragraph, must remain on that vacancy until replaced by the regular Engineer or displaced by a senior Engineer except that they may exercise their seniority to a subsequent occurring vacancy in preference service or from one pool to another. For the purpose of this rule, the order of preference is yard (night to afternoon to day) -- transfer -- freight -- passenger.

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

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

**30.14**

- (1) An Engineer who goes into yard service because their seniority does not entitle them to work in road service at their home terminal will be permitted to work in road service at their home terminal when their seniority entitles them to such work.
- (2) An Engineer taking a yard assignment at their home terminal in preference to pool service will remain on that yard assignment during the life of the timetable unless displaced in which case they will be entitled to exercise their seniority in any class of service at their home or auxiliary terminals.

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

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

- 30.17** The designated Company Officer along with the Engineers' Committee will regulate the

number of Engineers on the Engineers' spare list.

### **30.18 Engineer-Instructors**

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

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

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

sensitive switching will result in "location/activity" specific one-on-one training prior to attempting qualification. Local management and Union Representatives to identify unique requirements on a terminal by terminal basis.

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

### **30.19 Familiarization Trips**

- (1) Unless previously familiarized, employees forced or transferring between terminals, or between Yard and Road Services, will be given an adequate amount of familiarization at the Company's expense.
- (2) Where an employee is forced from one terminal to another, they will receive payment for familiarization tours of duty on the basis of the actual tour being performed, at the rate of pay associated with the service being familiarized for, e.g., Conductor, Yard Foreman, Locomotive Engineer, etc., but will not be entitled to any Conductor Only premiums when working with Conductor Only crew; shift differentials when working with yard crews; or other arbitrary payments to which the crew with whom they are working would be entitled to for the tour of duty.
- (3) When an employee has voluntarily transferred through the exercise of their seniority and they require familiarization with the new territory, they will receive payment for familiarization tours of duty on the basis of a minimum day for the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g., Conductor, Yard Foreman, Locomotive Engineer, etc.
- (4) Local Company and CCROU representatives shall meet to determine appropriate levels of familiarization on runs and yard assignments at each individual terminal. The Local Company Officer shall make the final determination.
- (5) In any case, unless previously familiarized, any employee forced or transferring between terminals will be required to make a minimum of one trip in assigned or unassigned service for which they are regularly subject to call. Payment for this trip will be in accordance with sub-clauses (2) and (3) above.
- (6) Should an employee consider themselves to be capable of safely working in the territory without having made the requisite number of tours of duty as determined in sub-clause (4) above, they may request to be qualified by a Company Officer. Qualifying trips will be paid on the basis of the actual tour of duty being performed, including all applicable rates and conditions. If employees fail to qualify, they will be required to complete the requisite tours of duty as outlined in sub-clause (4) above and will be compensated in accordance with sub-clauses (2) or (3) above.

<b>ARTICLE 31</b> <b>health &amp; Welfare</b>
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#### **31.01 Weekly Indemnity and Life Insurance**

Benefits shall be available in accordance with the terms of the Disability and Life Insurance Plan Agreement dated November 29, 1988, establishing the Benefit Plan for Train and Engine Service Employees, as amended:

Note: The Agreement of November 29, 1988, referred to above, is not reproduced here.

**(1) Group Life Insurance**

(a) Group Life insurance coverage will be increased for employees who have compensated service with the Company according to the following schedule, providing they are qualified under the provisions of the Plan:

Benefit	Effective August 1, 1999	\$29,000.00
	Effective January 1, 2000	\$30,000.00
	Effective January 1, 2001	\$31,000.00
	Effective January 1, 2002	\$32,000.00

(b) The increased contained in (a) above will also apply to the accidental death provisions.

(c) Effective August 1, 1999, the double indemnity provision for accidental death will be expanded to include payment for paraplegia, hemiplegia and/or quadriplegia.

(d) Effective January 1, 2000, an optional employee paid life insurance program will be instituted, permitting an employee to purchase additional life insurance up to a maximum of \$250,000.00 in units of \$10,000.00. The spouse may also purchase life insurance in units of \$10,000.00 to a maximum of \$150,000.00. Benefits to include a waiver of premium benefit during any period of disability. Individuals covered must provide evidence of insurability as determined by the carrier. Benefits will terminate at the earlier of retirement or the attainment of age 65.

**(2) Weekly Indemnity (Sickness) Benefits**

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

<b>WEEKLY BASE PAY</b>	<b>SICKNESS BENEFIT</b>
Employees earning less than \$120.01 weekly.	\$80 or 75% of weekly base pay, whichever is less.
Employees earning more than \$120.01 weekly;	
Effective August 1, 1999	70% of weekly base pay up to a maximum weekly benefit of \$520.
Effective January 1, 2000	70% of weekly base pay up to a maximum weekly benefit of \$530.
Effective January 1, 2001	70% of weekly base pay up to a maximum weekly benefit of \$540.
Effective January 1, 2002	70% of weekly base pay up to a maximum weekly benefit of \$550.

A claimant in receipt of Employment Insurance Sickness Benefits will have such benefits supplemented to equal his Weekly Indemnity (Sickness ) Benefit entitlement.

Note: Supplemental payments pursuant to the above are subject to the approval of the Canada Employment and Immigration Commission.

### **31.02 Life Insurance Upon Retirement**

An employee who retires from the service of the Company subsequent to January 1, 1991, will, provided they are fifty five years of age or over and have not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$5,000.00 life insurance policy, fully paid up by the Company.

### **31.03 Dental Plan**

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

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

(1) Effective with treatment which commenced on or after August 1, 1999, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 1999.

(2) Effective with treatment which commenced on or after January 1, 2000 covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2000.

(3) Effective with treatment which commenced on or after January 1, 2001, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2001.

(4) Effective with treatment which commenced on or after January 1, 2002, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2002.

(5) Effective January 1, 2000, the frequency of exams will be extended from once every six months to once every nine months for adults over the age of 18.

(6) Effective January 1, 2000, coverage will be provided to cover pit and fissure sealant for children under the age of 18.

(7) Effective January 1, 2000, the annual maximum will be increased from \$1,000.00 to \$1,100.00. Effective January 1, 2001, the annual maximum will be increased to \$1,200.00. Effective January 1, 2002, the annual maximum will be increased to \$1,300.00.

### **31.04 Extended Health and Vision Care Plan**

(1) The Extended Health and Vision Care Plan shall be that Plan established by the Extended Health and Vision Care Plan Agreement dated December 10, 1985, as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatories.

Note: The Extended Health and Vision Care Plan dated December 10, 1985, referred to above, is not reproduced here.

(2)(a) Effective January 1, 2000, paramedical coverage will include the service of registered naturopath, acupuncturist, chiropodist and Victorian Order of Nurses (VON). Yearly maximum for all paramedical services including the foregoing will continue to be \$500.00

(b) Effective January 1, 2000, the maximum amount for chargeable expenses for vision care will be increased from \$175.00 to \$200.00 in any 18 month period for persons under the age of 18 and in any 24 month period for persons age 18 and over.

(c) Add to the existing Out of Canada medical insurance, an Emergency Travel Assistance benefit to provide 1-800 number that will guarantee payment under the plan for emergency treatment outside of Canada.

### **31.05 Basic Extended Health Care Plan Upon Retirement**

For employees who retire on or after November 1, 1985, a basic Extended Health Care Plan will be introduced, fully paid by the Company. Surviving spouses, as defined in the pension plan, of the aforementioned employees will also be covered by the basic Extended Health Care Plan.

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

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

### **31.07 Pension Plan**

The provisions of the Pension Plan are not reproduced here and can be obtained via other communications outside the Collective Agreement.

## **ARTICLE 32 booking unfit**

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

## **ARTICLE 33 mileage regulations**

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

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

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

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

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

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

- 33.05** Archived (formerly (e))

- 33.06** Should there be no available pool Engineers to fill pool vacancies or spare Engineers to fill necessary vacancies, the senior available qualified Engine Service Brakeman will be used.

- 33.07** Archived (formerly (g))

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

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

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

- 33.09** When there is not sufficient mileage in excess of the maximum to permit an additional engineer making the minimum mileage in each class of service, the mileage in excess of the maximum will be considered spare work, and Engineers will be entitled to such work or mileage as per rules governing vacancies and spare work, except that excess mileage of assigned runs may be used to build up mileage on assigned runs less than minimum.

- 33.10**

- (1) The regulation of mileage and checking periods will be handled between the designated Company Officer and Local Chairman for Engineers, or his authorized representative.

- (2) Archived (formerly (j) (2))
- (3) Engineer assigned to service at outpost locations will be required to advise the Company's Crew Management Centre (CMC) when their maximum mileage will be in.

The CMC will furnish a relief Engineer as soon as possible as per Clause 33.09 of this Article.

- 33.11** The Company is not to be put to any additional expense for deadheading or otherwise by the application of this Article.
- 33.12** Deleted. Formerly (l) and language incorporated in Clause 33.04.
- 33.13** All miles paid for on regular working trips and combination deadheading working trips will be included in the calculation of Locomotive Engineers' miles. In addition, all miles paid for the following miscellaneous claims will also be included in such calculation:
  - Deadheading
  - Jury Duty
  - Bereavement Leave
  - Attending Court
  - Special Service
  - Late Cancellation of Assignment
  - Cancelled after taking locomotive from shop track
  - Watching Engines
  - Attending Train Handling or Locotrol Classes (when paid lost earnings)
  - Attending Safety Committee Meetings (when paid lost earnings).
- 33.14** Mileage earned pursuant to Clause 3.02 (1) second paragraph, 3.02 (3) third paragraph and Clause 2.23 will not be included in the calculation of an Engineer's personal miles nor shall it be used in the regulation of the working list.



Montreal, May 17, 1988

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

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

Gentlemen:

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

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

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

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

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

Yours truly,

L.A. Clarke  
Manager, Labour Relations

I CONCUR:

Thomas G. Hucker  
General Chairman

Garry Wynne  
General Chairman

## **ARTICLE 34**

### **material changes in working conditions**

**34.01** Prior to the introduction of run-throughs or relocation of main home terminals, or of material changes in working conditions which are to be initiated solely by the Company and would have significantly adverse effects on Engineers, the Company will:

(1) Give to the General Chairman as much advance notice as possible of any such proposed change with a full description thereof along with appropriate details as to the consequent changes in working conditions, but in any event not less than:

(i) three months in respect of any material change in working conditions other than those specified in subsection (ii) hereof;

(ii) six months in respect of introduction of run-throughs through a home terminal or relocation of a main home terminal;

(2) Negotiate with the Council measures other than the benefits covered by Clause 34.11 of this Article to minimize significantly adverse effects of the proposed change on Locomotive Engineers, which measures may, for example, be with respect to retraining and/or such other measures as may be appropriate in the circumstances.

**34.02** The negotiations referred to in sub-clause (2) of Clause 34.01 shall be conducted between the General Manager and the General Chairman and shall commence within 20 days of the date of the notice specified in sub-clause (1) of Clause 34.01. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement in respect of Clause 34.01 (1)(i) or 60 calendar days in respect of Clause 34.01 (1) (ii) the issue, or issues, remaining in dispute may be referred by either party to a single arbitrator whose decision shall be final and binding upon both parties. The request for arbitration shall be made in writing by either party to the other. If the parties cannot agree on the selection of an arbitrator within seven days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.

The parties will prepare a joint statement of the issue, or issues, remaining in dispute to be submitted to the arbitrator within seven days in respect of Clause 34.01 (1) (i) or 14 days in respect of Clause 34.01 (1) (ii) of the date of their appointment. The arbitrator shall be requested to hear the dispute within 30 days from date of their appointment and shall render their decision together with reasons therefor in writing within 30 days of the completion of the hearing. At the hearing before the arbitrator argument may be presented orally or in writing, and each party may call such witnesses as it deems necessary.

**34.03** Time limits specified in Clause 34.02 may be extended by mutual agreement.

**34.04** The decision of the arbitrator shall be confined to the issue, or issues, placed before such arbitrator and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.

**34.05** The Company and the Council shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

**34.06** The changes referred to in Clause 34.01 will not be made until the procedures for negotiation, and arbitration if necessary, have been completed.

- 34.07** The effects of changes proposed by the Company which can be subject to negotiation and arbitration under this Article do not include the consequences of changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which engineers are engaged.
- 34.08** The applicability of this Article to run-throughs, relocation of main home terminals and unmanned locomotives producing tractive effort which are located at any point in the train but separated from and operated independently of the controls used by the Engineer is acknowledged. A grievance concerning the applicability of this Article to other material changes in working conditions shall be processed directly to the General Manager within 60 days from the date of the cause of the grievance.
- 34.09** Any benefits negotiated pursuant to the provisions of this Article shall be reduced in whole or in part in each case by any amount received by an Engineer from any fund, plan or allowance which may be established for similar purposes.
- 34.10** This Article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part V, of the Canada Labour Code do not apply.

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

#### **34.11 Relocation Expenses**

- (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 purposes of this Clause, in that month have worked and/or been available for service on: 30 days (road) or 21 days (yard) or major portion thereof).
- (2) Must occupy unfurnished living accommodation to be eligible for benefits under Items (2), (6) and (7) of sub-clause (c) of this Clause.
- (3) Must establish that it is impractical for them 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 their automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
- (2) An allowance of up to \$715 for incidental expenses actually incurred as a

result of relocation.

(3) Reasonable transportation expenses from their former location to the new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$180 for an employee without dependents, and that an additional amount of \$75 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.

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

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

(6) (a) Reimbursement for loss sustained on the sale of a relocating employee's private home which they occupied as a year-round residence, provided that the Company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.

(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" of this Clause.

(c) An eligible employee who desires to sell their house and receive any benefit to which they may be entitled under this Item 6 must advise the Company's Officer concerned accordingly within 12 months of the date the initial change takes place.

No employee shall be entitled to any claim under this Item 6 if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this Item 6 must be made within 12 months of the final determination of value.

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

(d) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,500. Receipts shall be required.

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

An employee who elects to move their household effects to a new location during the

twelve-month period following the date of their initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of the relocation.

- (8) Alternatively to (6) the cost of terminating an unexpired lease and legal costs connected therewith up to a value of 3 months' rent, where the relocating employee was renting a dwelling which they occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than 3 months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

## APPENDIX "A"

### APPRAISAL PROCEDURE

When an affected employee desires to sell their home under the provisions of Clause 34.11 (c)(6) of this Article, of which this Appendix "A" forms part, the following procedure will apply:

- (a) In advising the Company Officer concerned of their desire to sell their house, the employee shall include pertinent particulars as outlined in sample form attached, including their opinion as to the fair market value of their house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employees' advice of their desire to make a claim, the Company Officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Clause 34.11 (c)(6)(a) of this Article.
- (d) If, however, the Officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix "A".
- (e) If such joint conference does not resolve the matter then within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Article and such price shall be binding on both parties.
- (f) The employee and Company Officer concerned shall endeavor to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "A", nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Company.

## PARTICULARS OF HOUSE TO BE SOLD

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_  
No. Street City-Town

Type of House, i.e.  
Cottage  
Bungalow  
Split Level

Year Built: \_\_\_\_\_

No. of Rooms: \_\_\_\_\_ Bathrooms: \_\_\_\_\_

Type of Construction,  
(i.e. brick, veneer,  
stucco, clapboard): \_\_\_\_\_

Finished Basement: Yes \_\_\_\_\_ No \_\_\_\_\_

Type of heating,  
(i.e., oil, gas,  
coal, electricity): \_\_\_\_\_

Garage: Yes \_\_\_\_\_ No \_\_\_\_\_

Size of Lot: \_\_\_\_\_

Fair Market Value: \$ \_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: Montreal, November 22, 1985

From J.T. Sparrow

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

This has reference to the Relocation Benefits provided under Clause 34.11, formerly (k), of the Material Change in Working Conditions Articles in the B.L.E. Collective Agreements and has particular reference to the procedure for handling claims for reimbursement for loss sustained on the sale of an employee's home under Item 6 of that Clause.

Following the determination of a fair market value for the home, the employee has the right to sell his house and claim reimbursement for any loss sustained in accordance with the provisions of Item 6.

Accordingly, should the employee receive an offer to purchase the home and he immediately notifies the Company of the offer, we are obligated to exercise our option whether or not to purchase the home prior to the expiry time of the offer which may be two or three days.

Please ensure that all Officers involved with handling claims of this nature are aware of the proper procedure to be followed.

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

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



## **ARTICLE 35**

### **local rules**

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

## **ARTICLE 36**

### **final settlement of disputes without work stoppage**

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

## **ARTICLE 37**

### **printing of agreement**

**37.01** The Company will provide the Council with copies of the agreements and diskettes, in both official languages, to be proof read prior to the printing. Printing of the agreement(s) will be the responsibility of the Company and it will absorb the cost of such printing.

## **ARTICLE 38**

### **conductor-only train operations**

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

#### **38.02 Attrition Opportunities**

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

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

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

**38.03 Separation Plan**

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

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

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

### 38.04 Bridging Plan

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

(iii) When computing "basic weekly pay" pursuant to paragraph (ii) above, any pay period during which a Locomotive Engineer is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which a Locomotive Engineer is in receipt of weekly indemnity benefits, authorized leave of absence, or laid off, together with the earnings of a Locomotive Engineer in that period shall be subtracted from the 26 pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

### **38.05 Severance Plan**

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

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

## **ARTICLE 39**

### **internal detouring**

- 39.01** The purpose of this Article is to promote the effective use of employees and equipment through the elimination of pilots when derailments, line blockages and track programs create the need to detour over an optional route within the Company. It is not intended to apply to ad hoc detouring over adjacent lines for any other reasons than those outlined herein.
- 39.02** Detouring, in the application of this Article, is intended to be on a temporary basis, not to exceed a period of one month.
- 39.03** Internal detouring will not be interpreted to include portions of Company track that is

leased to or purchased by external operators. This Article is not to be used to circumvent the Material Change Article.

**39.04** The Company will provide the CCROU with as much notice as possible identifying the locations and/or corridors, internally within Canadian Pacific Railway, where it wishes to establish detour operations. Employees operating trains within those locations and/or corridors will be familiarized and qualified to operate trains to facilitate detour operations.

**39.05** Once these locations and/or corridors are identified, Company and CCROU representatives for the territory in question will meet to establish an operating plan to include, but not be limited to:

- 1) points between which detouring can take place,
- 2) temporary tie-up locations,
- 3) crew accommodations,
- 4) deadheading arrangements, if required,
- 5) calling procedures,
- 6) number of familiarization trips over the unfamiliar territory required to qualify to operate over that territory, with a minimum of three (3) round trips.

**39.06** The process of qualifying an employee to operate over unfamiliar territory will be performed by a Company officer or Running Trades employee who is qualified as an Instructor.

**39.07** Employees selected to participate in internal detouring are expected to:

1) familiarize and qualify to operate trains on the section of track over which they will be required to operate during a detour,

2) serve as instructors in the event that their home territory forms part of a reciprocal detouring agreement.

**39.08** Employees assigned to instruct in accordance with 39.06 and/or 39.07 will be paid the established Instructor's allowance in accordance with their collective agreements.

**39.09** Employees performing familiarization and qualification trips will be compensated in the same manner as employees performing the working tour of duty.

**39.10** Employees not required to participate in detour operations over territories for which they are qualified, for a period of six months, will be required to complete a refresher trip(s) and be compensated for such time in the same manner as the employees performing the working tour of duty.

**39.11** Once locations and/or corridors, internally within Canadian Pacific Railway, have been identified, the Company will advertise for a specific number of employees at each affected home terminal to participate in familiarization and qualification. Such bulletin will include the following information:

- 1) subdivision(s) and crew runs over which employees will participate in detour operations,
- 2) temporary tie-up points,
- 3) effective date that familiarization will commence.

NOTE: In the context of this Article, an "affected home terminal" is one which is adversely affected when detouring takes place.

**39.12** Selection of employees to participate in familiarization and qualification will be by seniority. If insufficient applications are received, then the junior qualified employee(s)

will be required to participate.

- 39.13** When detouring is necessary, employees will be called to service from the list of qualified employees in seniority order. A qualified employee cannot request that their name be removed from the list of qualified employees upon being called into service. They may, however, do so subsequent to their return to their home terminal. Once such request is made, the employee will be restricted from further participation in the detouring, unless they are the junior qualified person available, in which case they will be required to participate.
- 39.14** When temporarily assigned to a terminal where unassigned freight pools exist, detour pool employees will be given preference on detour trains, regular assigned employees preference to normal traffic. This does not restrict the intermingled use of both employee groups nor will it constitute a runaround.
- 39.15** Any transportation of employees associated with the application of this Article will be provided by the Company. If employees elect to use their personal automobile(s) they will be compensated at a rate of \$0.28 per kilometre.
- 39.16** Employees will be provided with accommodations at the detour work site, if required to work at a place other than their normal home terminal. They will also receive a "detour premium payment" of \$50.00 per day for every day so assigned.
- 39.17** All employees in detour service will receive compensation for such duty pursuant to the applicable collective agreement when actually operating trains and/or deadheading. They will be guaranteed compensation of not less than their maximum monthly miles, on a pro-rated basis, for all time occupied in detouring.
- 39.18** Employees participating in detour operations will receive four consecutive personal days off, scheduled by the Company, within every fourteen day period.
- 39.19** The Company is responsible to provide all employees participating in detour operations or participating in familiarization and/or qualification training with timetables, monthly bulletins, detailed schematics of the territory and any other material necessary for the proper operations of trains, prior to the commencement of work/training on the territory.

<b>ARTICLE 40</b> <b>duration of agreement</b>
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- 40.01** This Agreement is effective May 23, 1999 and supersedes all previous Agreements, rulings or interpretations which are in conflict therewith. It will remain in effect until December 31, 2002 and thereafter until revised or superseded. In accordance with the Canada Labour Code, S.49(1), this Agreement will be subject to four months written notice preceding the date of expiration of the term, from either party to the Agreement, of its desire to revise, amend or terminate it.

SIGNED AT Calgary this 23rd day of June, 2000.

(Sgd) S. M. Bromley  
S.M. Bromley  
General Manager  
Canadian Pacific Railway  
(Signature as per original copies)

(Sgd) D. C. Curtis  
D.C. Curtis  
General Chairman  
CCROU-BLE (West)  
(Signature as per original copies)

(Sgd) V. W. Graham  
V.W. Graham  
General Manager  
Canadian Pacific Railway  
Representative (Signature as per original copies)

Approved:  
Thomas G. Hucker  
International Vice-President &  
National Legislative Representative  
CCROU-BLE

**MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC LIMITED  
(CP RAIL HEAVY HAUL SYSTEMS) AND ITS LOCOMOTIVE ENGINEERS  
EMPLOYED IN CANADA, THUNDER BAY AND WEST, REPRESENTED BY  
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS UNION DUES  
AGREEMENT**

**UNION DUES AGREEMENT**

**EFFECTIVE JANUARY 1, 1992, REVISED AUGUST 1, 1999**

**Deduction of Dues**

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

1. The amount to be deducted will be equivalent to the uniform regular dues payment of each Division of the Brotherhood of Locomotive Engineers and will not include initiation fees or special assessments. The amount to be deducted will not be changed during the term of the Collective Agreement excepting to conform with a change in the amount of regular dues of any Division of the Brotherhood of Locomotive Engineers in accordance with its constitutional provisions. The provisions of this Agreement will be applicable to the Brotherhood of Locomotive Engineers on receipt by the Company of notice in writing from such organization of each Division, the names of employees under the jurisdiction of each Division and the amount of regular monthly dues of each Division. Such notice shall be given to the Manager, Labour Relations, by the General Chairman.
2. Membership in the Brotherhood of Locomotive Engineers will be available to any employee eligible under the constitution of said organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Division concerned. Membership will not be denied for reasons of race, national origin, color or religion.
3. Deductions for a newly hired employee or an employee transferring from the jurisdiction of one Division to another shall commence on the payroll for the first pay period which contains the 1<sup>st</sup> day of the month following notification. In respect of a newly hired employee, it shall be the responsibility of the Division Superintendent to submit the required notice and commence deductions. In respect of an employee transferring from the jurisdiction of one Division to another it shall be the responsibility of the Brotherhood of Locomotive Engineers to notify the Division Superintendent of the name of each employee who transfers together with the Division under whose jurisdiction he then falls.
4. If the wages of an employee payable on the payroll for the period which includes the 1<sup>st</sup> day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. The company will not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
5. Not more than one payment of dues shall be made by any employee in any month. Employees

filling positions coming within the scope of more than one collective agreement in a month, shall pay union dues to the union holding the agreement under which the employee was regularly assigned as at 0001 on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another union in accordance with the foregoing, application to the Company for refund of dues deducted under this Agreement shall be made by such employee.

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

7. The amounts of dues so deducted from wages less sums withheld in accordance with Paragraph 8 hereof accompanied by a statement of deductions from individuals and the Division under whose jurisdiction they fall will be remitted by the Company to the officer or officers of the Organization, as may be mutually agreed by the Company and the organization, not later than 40 calendar days following the pay period in which the deductions are made.

8. (a) This clause deleted effective August 1, 1999.

(b) This clause deleted effective August 1, 1999.

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

10. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Agreement, both parties will co-operate fully in the defence of such action. Each party will bear its own cost of such defence except that if at the request of the organization counsel fees are incurred these will be borne by the organization. Save as aforesaid the organization will indemnify and save harmless the Company from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.

11. This Agreement shall remain in effect until revised, superseded or terminated subject to six months' notice by either of the parties to the Agreement on the other.



**LETTER - Union Dues**

**CANADIAN PACIFIC RAILWAY**

CALGARY, April 27, 2000

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions (BLE)  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Dear Sir:

Further to the Memorandum of Settlement (MOS) signed May 23, 1999.

During the process of incorporating MOS Changes into the collective agreement we encountered some difficulty placing language appropriately, relating to Union Dues. To resolve this problem, this letter will be added to the collective agreement.

Regarding the subject issue, we agreed to establish the following:

- 1) That the Company will develop a process for automatic union dues deduction.
- 19) The Company shall waive the fee charge (\$0.10/member/month) for local assessment of union dues.

Yours truly,

Assistant Vice-president  
Industrial Relations

Signed at MONTREAL, Quebec, December 12, 1991.

FOR THE COMPANY

FOR THE EMPLOYEES

D. A. Lypka  
(for)General Manager  
Heavy Haul Systems

Thomas G. Hucker  
General Chairman  
Brotherhood of Locomotive Engineers

L. A. Clarke  
Manager, Labour Relations  
November 22, 1985

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

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

Dear Sirs:

This has reference to the handling of requests from Running Trades employees for changes in any restrictions which may have been imposed in respect of the position or class of service in which they may work.

Such restrictions may, of course, be temporary or permanent dependent on the medical condition of each employee.

Although the Company will not initiate further medical reviews of such employees, the Chief Medical Officer is prepared to re-assess the restriction whenever medical evidence can be produced indicating a significant change in the employee's condition. Such review would require a report from the employee's physician to the Chief Medical Officer, describing in detail the changes in the employee's medical condition along with sound evidence that the condition which was the cause for the restriction will not recur. The employee's physician should also indicate his understanding of the requirements of the employee's work and how it impacts on the employee's medical problem. When indicated, the employee may be invited to submit additional reports from specialists, or the Company may seek the opinion of an outside consultant in order to arrive at an informed conclusion.

It must be recognized, however, that, inasmuch as the safety of himself, his fellow employees and the public is dependent on the constant attention and physical fitness of a Running Trades employee, every precaution must be taken to ensure that, whenever reasonable concern exists that he might be subject to sudden incapacity, he be employed only in positions and under conditions where such an occurrence would not have serious implications.

Requests for changes in the nature of a Running Trades employee's restriction will be reviewed by the Chief Medical Officer in the light of these criteria. In all instances, requests for review of medical restrictions should be initiated through the employee's supervisor and the employee will be advised by his supervisor of the results of the reassessment.

Yours truly,

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

Date: Montreal, November 22, 1985

From: J.T. Sparrow

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

This has reference to the procedures to be followed when Running Trades employees are returning to work following absence from duty due to illness or non-compensable injury.

We have been advised by the Chief Medical Officer that the following procedure should be applied.

Inasmuch as the safety of the employee himself, his fellow employees and the public is dependent on the constant alertness and physical fitness of the employee in these classes of service, approval from the Chief Medical Officer is required where the employee's illness or injury, if recurrent, might subject him to sudden incapacity. These illnesses would include, as examples, circulatory, cardiac or psychiatric problems, diabetes, any loss of consciousness and serious back problems. Any employee suffering such illness or accident must be advised at the earliest opportunity that the approval of the Chief Medical Officer for his return to work will require the submission of a medical report from his physician to the Chief Medical Officer. In order to ensure that the employee's current medical condition and status may be properly evaluated and avoid, to the extent possible, any delay to his return to work, he should be advised that the medical report should be forwarded approximately one week prior to the anticipated date of return to duty and be based on a medical assessment given at that time. The report should identify the employee by name, date of birth, position and location and contain details of his/her medical condition including a precise diagnosis, the response to treatment and the medication required. In respect of cardiac cases, details of the employee's cardiac status and an evaluation of his/her exercise tolerance should also be supplied. This does not require a formal cardiac stress test.

Our experience has indicated that the majority of the delays in returning an employee to service are the result of failure of the employee's physician to appreciate the necessity of these reports, the importance of their expeditious handling and the specific information required in them. It is recommended therefore that, in addition to verbally advising the employee that the submission of such a report is necessary, he be sent the attached draft letter and be required to show it to his doctor. For convenience and to ensure prompt delivery, the employee may be provided with an envelope addressed to the Chief Medical Officer, c/o the employee's Supervisor, for the report which the employee could then return for forwarding via O.C.S. mail if he so desires.

It should be stressed that the above procedure applies only in the circumstances described and that the large majority of cases will not require the approval of the Chief Medical Officer for the employee's return to service. Such employees may be returned to work on receipt, by his Supervisor, of the "Certificate of Fitness" from the employee's personal physician.

In order to preclude Running Trades employees being held off duty unnecessarily following their recovery from illness or accident, please ensure that the above procedures are followed in returning such employees to duty.

In as much as any employee described in Paragraph two of this letter must be considered medically unfit for service until approval to resume duty is received from the Chief Medical Officer, it is recommended, in order to protect the employee's eligibility for W.I.B., that the following words be included in Answers 3, 2 and 2 in the Employer's Statement on National Life claim forms E, H and J respectively: "This man will not be permitted to resume duty until authorization is received from our Chief Medical Officer". As well, Form F, Notice of Termination, should not be completed and forwarded to National Life until such employees have actually been authorized to resume duty and have done so.

Please ensure that all Operating Officers involved in the handling of running trades employees who have been absent from service due to illness or non-compensable injury are aware of these procedures. A copy of this letter is being given to the General Chairmen.

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

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

DRAFT

Dear Mr. \_\_\_\_\_ :

In view of the nature of your illness (or injury), which has caused your absence from work since \_\_\_\_\_, it will be necessary to obtain authorization from the Chief Medical Officer to permit you to resume duty.

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

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

This report, which should be completed based on a medical examination given within one week of the date of your anticipated return to service, should be forwarded to the Chief Medical Officer, Canadian Pacific Railway, 401 - 9th Avenue S.W., Suite 345, Calgary, Alberta. For your convenience, an envelope addressed to Dr. John Cutbill in care of this Office is enclosed. If your doctor desires, he may place the report in the envelope and you can return it to me for forwarding to the Chief Medical Officer via O.C.S. mail. The cost of this report is your responsibility.

\* To be included only in appropriate cases.

Inasmuch as the timely submission of this report is a necessary requisite for securing authorization for your return to work, I am sure you and your doctor can appreciate the importance of complying with this procedure. It is recommended that you show this letter to your doctor in order that he is fully aware of what is required.

We hope that circumstances will permit your early return to service.

Yours truly,

Supervisor

This refers to \_\_\_\_\_ (employee's name) \_\_\_\_\_,  
\_\_\_\_\_ (occupation) \_\_\_\_\_, \_\_\_\_\_ (date of birth) \_\_\_\_\_.

It is our understanding that

\_\_\_\_\_ is under treatment for \_\_\_\_\_

Date: Montreal, November 22, 1985

From: J.T. Sparrow

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

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

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

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

Yours truly,

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

c.c.: Messrs. G. Wynne

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

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

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



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

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

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

I CONCUR:

\_\_\_\_\_  
(Sgd) Thomas G. Hucker  
General Chairman

\_\_\_\_\_  
(Sgd) Gary Wynne  
General Chairman

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

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

Yours truly,

(Sgd) Frank Peters  
Manager, Labour Relations

## **CREW CALLING - CMA & MTPL**

July 14, 1995

Mr. R. S. McKenna  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
150 Metcalfe Street  
Suite 1401  
Ottawa, ON K2P 1P1

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

Mr. D. C. Curtis  
General Chairman  
Canadian Council of Railway  
Operating Unions (BLE)  
11012 MacLeod Trail S.  
Suite 270  
Calgary, AB T2J 6A5

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

Dear General Chairmen:

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

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

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

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

1. Agendas for CMA Committee meetings will be issued at least 14 days in advance of the meetings. The Council will be kept abreast of any changes in implementation scheduling.
2. The Company is committed to ongoing communication. Efforts will be made to have a debriefing within 30 days following implementation at the local level.

3. Local Chairmen, provided they have the appropriate equipment, will be given access to CMA from their homes.  
(Costs under review)

I trust that these measures adequately address the concerns raised.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson  
Chairperson  
Canadian Council of Railway Operating Unions  
Suite 750, 1595 Telesat Court  
Gloucester, ON K1B 5R3

Mr. T. G. Hucker  
Secretary-Treasurer  
Canadian Council of Railway Operating Unions  
150 Metcalfe Street, Suite 1401  
Ottawa, ON K2P 1P1

**Letter #4 - Rocky Mountaineer**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Dear Sirs:

This is in connection with our recent discussions culminating with the Memorandum of Settlement signed this date in Calgary, Alberta between the Canadian Pacific Railway Company and the Canadian Council of Railway Operating Unions.

One of the issues raised by the Company during the negotiations was the crew consist of the excursion trains operated by Great Canadian Rail Tours, the Rocky Mountaineer. Currently the crew size on each of the Laggan, Mountain and Shuswap Subdivisions is two locomotive engineers and two trainpersons.

While we chose not to alter existing provisions in the collective agreement(s), we have agreed that, upon ratification of the memorandum of agreement, the Rocky Mountaineer shall be operated with a crew consist of one locomotive engineer and one conductor, both of whom will be located in the locomotive.

It is also agreed that conductor only rates of pay and premiums for work performed will apply.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I concur:

\_\_\_\_\_  
General Chairman, CCROU (BLE)

\_\_\_\_\_  
General Chairman, CCROU (UTU)

**Letter #5 - Gainsharing**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

The following parameters will guide development of the terms and conditions under which implementation of a Gainshare Program will occur.

It is the intent that administration will be governed by the CCROU Gainshare Design Features as established by the joint union/management CCROU Gainshare Steering Committee.

The CCROU Gainshare Steering Committee will modify the Design Features in accordance with the following:

- An annual review of the KPIs will occur in the last quarter of the preceding year.
- The 1999 gainshare program will be effective as of January 1, 1999. 20% of the savings generated in the Gainsharing Pool will be used to fund the gainsharing pay outs while 80% will be retained by the Company. The CCROU pay out pool will be generated to a maximum of 4% of gross earnings for the program year.
- In 2000, 40% of the money generated in the Gainsharing Pool will be used to fund the gainsharing payouts while 60% will be retained by the Company. The CCROU pay out pool will be generated to a maximum of 4% of gross earnings for the program year
- During the review of KPIs for the 2001 and 2002 program, the share ratio and the maximum pay out for 2001 program will be reviewed by the Steering Committee. Under no circumstances shall the share ratio be less than 40% of the money generated in the gainshare pool to the Council nor shall the payout cap be less than 4% of gross earnings for the program year.
- Three months in advance of the expiration of the collective agreement, either party may cancel the gainshare program with written notification during the program review.
- Gainshare awards for the past calendar year will be paid prior to Feb 28 of the current year.

Subject to ratification of the Memorandum of Settlement, the Council will send a letter to employees outlining the gainshare objectives and highlighting union support for the 1999 gainshare program.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I Concur:

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D.C. Curtis

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L.O. Schillaci

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D.A. Warren

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R.S. McKenna

**Letter #6 - Employee Stock Purchase Plan**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

This letter has reference to our discussions in Calgary on May 22, 1999 concerning the establishment of an employee paid stock purchase plan.

As discussed, the Company will establish an employee paid stock purchase plan which will give CCROU represented employees an opportunity to purchase Canadian Pacific Limited common stock through payroll deductions.

Such purchases will be made on the open market and brokerage fees for the purchase will be paid for by the Company.

Within ninety days of ratification, the Company will meet with representatives of the Council to review the aspects of the plan and timelines for implementation.

Yours truly,

Assistant Vice-president  
Industrial Relations

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



**LETTER #12 - Harassment**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

During this round of negotiations, the Council proposed that the Collective Agreements include a policy on Harassment. This proposal has been agreed to in principle by the Company.

We have agreed that the Company and Council will meet during the closed period of the contract to put together a policy on Harassment that will be included in the Collective Agreements. This policy will be based upon the material used during the negotiations in discussions on this subject and will be finalized within 120 days following the ratification of this Memorandum of Settlement.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

**LETTER #13 - Work Rule Forum**

**CANADIAN PACIFIC RAILWAY**

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

During this round of negotiations, the Council proposed establishment of a forum and set of procedures for the proactive investigation and resolution of disputes and questions about work rule applications and interpretations.

We have agreed to establish such forum at our first opportunity following the signing of the Memorandum of Agreement.

Yours truly,

Assistant Vice-president  
Industrial Relations

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

**LETTER - HRIS / CCS**

**CANADIAN PACIFIC RAILWAY**

CALGARY, April 27, 2000

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions (BLE)  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Dear Sir:

Further to the Memorandum of Settlement (MOS) signed May 23, 1999.

It was agreed that the Company would arrange a demonstration on how cumulated compensated service (CCS) is calculated within the new human resource information system HRIS. The Council will be consulted prior to the introduction, or changes made to, the Company's HRIS or other computer systems that would have any impact on Council members.

It is further agreed that employees earning their maximum monthly mileage will not see their annual vacation allotment negatively impacted, regardless of their availability during the month in question.

Yours truly,

Assistant Vice-president  
Industrial Relations

## CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 500, 706 - 7<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna  
General Chairman  
Canadian Council of Railway Operating Unions  
Suite 309, 8989 Macleod Trail South  
Calgary, Alberta T2H 0M2

Mr. D.A. Warren  
General Chairperson  
Canadian Council of Railway Operating Unions  
Suite 32, 695 Markham Road  
Scarborough, Ontario M1H 2A5

Dear Sirs:

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

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

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

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

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

Yours truly,

Assistant Vice-president  
Industrial Relations

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

I concur:

---

D.C. Curtis  
General Chairman

---

L.O. Schillaci  
General Chairperson

---

D.A. Warren  
General Chairperson

---

R.S. McKenna  
General Chairman

**CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS**  
**Brotherhood of Locomotive Engineers and the United Transportation Union**  
And  
**CANADIAN PACIFIC RAILWAY**  
FACT-FINDING FORM

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

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

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City & Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Employee number: \_\_\_\_\_ Seniority number: \_\_\_\_\_ Date of entry into Svc.: \_\_\_\_\_

Position held at time of grievance: \_\_\_\_\_ Working in what service: \_\_\_\_\_

2. When did the complaint or grievance occur?

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

3. Where did the complaint or grievance occur?

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

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

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

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

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

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

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

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

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

Signature of Local Union Representative:

\_\_\_\_\_

Signature of Manager of Operations:

\_\_\_\_\_

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

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

PLAN NAME: CANADIAN PACIFIC RAILWAY  
(including St. Lawrence & Hudson)

UNION: CANADIAN COUNCIL OF RAILWAY  
OPERATING UNIONS

PLAN NUMBER: 51078

INSURANCE COMPANY: Great West Life

EFFECTIVE DATE: August 1, 1999

BENEFITS PROVIDED: Dentalcare Benefits

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- 1.1 Table of Benefits
- 2.1 Definitions
- 3.1 General Limitations
- 4.1 Employees Eligible for Coverage
- 5.1 Effective Date of an Eligible Employee's Coverage
- 6.1 Amount of Coverage
- 7.1 Termination of an Employee's Coverage
- 8.1 Notice of Claim
- 9.1 Time of Payment of Claims
- 10.1 Payment of Claims
- 11.1 Claims Review Procedure
- 12.1 Physical Examinations

13.1 Legal Actions

14.1 Gender

15.1 Provision for Co-ordination between  
this Plan and other Benefits

#### Benefit Provisions

16.1 DENTALCARE EXPENSE BENEFITS

2

#### 1.1 TABLE OF BENEFITS

This Table of Benefits by itself has no full meaning and must only be interpreted in conjunction with other provisions of this plan.

ELIGIBLE CLASSES: All employees  
represented by the  
associated  
non-operating unions

#### DENTALCARE COVERED EXPENSES \*

Covered expenses Routine, Major and  
Orthodontic Treatment

Dental fee guide

- for treatment rendered inside Canada dental fee guide in  
effect on the date the  
treatment is rendered  
for the province in  
which the treatment is  
rendered, up to and  
including  
December 31, 2002

- for treatment rendered outside Canada dental fee guide in



effect in the  
employee's province of  
residence on the date  
treatment is rendered,  
up to and including  
December 31, 2002

Individual Calendar Year Deductible Amount \$35  
Family Calendar Year Deductible Amount \$35

Reimbursement Level:

- for Routine Treatment 100%  
- for Major Treatment 50%  
- for Orthodontic Treatment \* 80%

Routine/Major Maximum Amount \$1,000/calendar year 1999  
Routine/Major Maximum Amount \$1,100/calendar year 2000  
Routine/Major Maximum Amount \$1,200/calendar year 2001  
Routine/Major Maximum Amount \$1,300/calendar year 2002

If eligible after July 1 of each year

Maximum Amount will be adjusted by 50% (\$500, \$550, \$600, \$650.)

Orthodontic Maximum Amount \* \$1,500 lifetime

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## 2.1 DEFINITIONS

In this plan:

- (1) "Employer" means a Railway.
- (2) "Railway" means Canadian Pacific Limited and its subsidiaries, joint properties listed in the union agreement, an employer associated with the Railway, a group of whose employees have been admitted as provided by the union agreement and for the purpose of this plan, Algoma Central Railway.
- (3) "Administrator" means the organization appointed by the Employer to administer the employee benefits program.
- (4) "Employee" means an employee of the Railway who is eligible for dental care benefits pursuant to the eligibility requirements of the union agreement.
- (5) "Service" and "Work" means employment with the Employer.
- (6) "Work" means active work in the service of the Employer.
- (7) "Dependent" means
  - (a) the employee's spouse, where spouse means
    - (i) the person who is legally married to you and who is residing with or supported by you,

provided that there is no legally married spouse that is eligible, it is the person that qualifies as a "spouse" under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, so long as such person who may be of the same or opposite sex and was publicly represented by you as your "spouse" and cohabited with you in a conjugal relationship for:

- at least one (1) year if you and that person were free to marry:or

- at least three (3) years if either of you was not free to marry the other.

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(b) any unemployed dependent child, stepchild or adopted child of an employee

- (i) under age 21 and residing with the eligible employee or the eligible spouse of the employee, or
- (ii) under age 25 if registered as a full-time college or university student, or
- (iii) of any age if handicapped and solely dependent upon the employee.

the term "dependent" shall not include any person who is covered under the plan as an employee.

(8) "Physician" means a licensed doctor of medicine.

(9) "Surgeon" means a licensed doctor of medicine.

(10) "Dental Plan agreement" means the agreement entered into by the Employer and the Unions on December 10, 1985.

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### 3.1 GENERAL LIMITATIONS

The following General Limitations are applicable to all Benefit Provisions.

#### General Limitation (a)

If an employee or dependent incurs covered expenses for an accidental bodily injury or a sickness arising out of employment for remuneration or profit, such covered expenses shall be reduced by the amount of any benefits to which the person is entitled in accordance with any Workers' Compensation or similar law.

#### General Limitation (b)

No benefits shall be payable for or on account of

- (1) expenses, or portion thereof, for services and supplies covered under a government hospital or health plan or any other government plan, or
- (2) services and supplies provided by a government hospital or health plan in which the employee or dependent is eligible to participate, or
- (3) services and supplies rendered or provided to the employee or dependent to which such person is entitled without charge pursuant to any law, or for which there is no cost to the employee or dependent except for the existence of coverage against such cost, or
- (4) services and supplies received in a hospital owned or operated by the Government of Canada or the Government of the United States, unless the employee or dependent is required to pay for such services regardless of the existence of coverage, or
- (5) services and supplies provided by a dental or medical department maintained by the Employer, a mutual benefit association, labour union, trustee, or similar type of group, or
- (6) services and supplies which are legally prohibited from coverage.

#### General Limitation (c)

No benefits shall be payable for or on account of services and supplies resulting from or associated with

- (1) service, including part-time or temporary service, in the armed forces of any country, or
- (2) war (declared or undeclared), insurrection, or participation in a riot, or
- (3) any intentionally self-inflicted injury or disease, while sane or insane, or
- (4) treatment rendered for aesthetic purposes.

#### 4.1 EMPLOYEES ELIGIBLE FOR COVERAGE

- (1) An employee is on the first day of the month following the date on which he completes 12 months of compensated service.

An employee who has compensated service for a regular or partial 8-hour shift for 252 days will be considered to have completed 12 months of compensated service. For employees who are covered by spare board provisions, days worked or available will be considered to be days of service.

- (2) If the coverage of an employee was terminated during a leave of

absence, temporary lay-off, strike or is dismissed and subsequently reinstated, it shall be automatically reinstated on the date his service recommences.

(3) Only employees listed in the Table of Benefits are eligible.

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#### 5.1 EFFECTIVE DATE OF AN ELIGIBLE EMPLOYEE'S COVERAGE

The coverage of an eligible employee becomes effective on the date he becomes eligible.

Coverage for an employee's dependents becomes effective when the employee's coverage becomes effective or when the dependent first qualifies as a dependent, whichever is later.

It is, however, specifically provided that the coverage of any employee who is not actively at work or receiving pay from the Employer on the date his coverage would otherwise become effective, shall not become effective until the date of his return to work.

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#### 6.1 AMOUNT OF COVERAGE

(1) Each employee covered hereunder shall be covered in the Eligible Class to which he belongs on the basis of the Table of Benefits.

On the date on which the factors which determine to what Class an employee belongs change so as to move the employee from the Eligible Class in which he is then covered into another Eligible Class, he shall become automatically covered in the new Class, provided

(a) he is then actively at work or receiving pay from the Employer, otherwise on the date of his return to work, and

(b) that payment in respect of any dependent for a benefit period which commenced prior to the date of the change in Class shall be made in accordance with the previous Class.

(2) The benefits for which an employee is covered in respect of himself and his dependents shall be those shown in the Table of

Benefits for the Class in which he is covered.

Any increase in benefits for an employee who is not actively at work or receiving pay from the Employer on the date such increase would otherwise become effective shall not become effective until the date of his return to work. Payment in respect of a dependent for expenses incurred during a period of hospital confinement which began before the date of the increase in benefits shall be made in accordance with the terms of the plan prior to the increase.

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#### 7.1 TERMINATION OF AN EMPLOYEE'S COVERAGE

The coverage of an employee under this plan terminates automatically on the earliest of the following dates:

- (1) the date of termination of this plan, or
- (2) the date he ceases to be in an eligible class, or
- (3) the date which is
  - (a) the last day of the month during which an employee transfers from an eligible class into a class which is not eligible for coverage under this plan, or
  - (b) the date his service terminates, or
  - (c) the date of termination of coverage determined by the Employer in accordance with a plan which precludes individual selection.

If federal or provincial legislation requires the Employer to continue an employee's coverage beyond the date it would otherwise terminate in accordance with this item (3), then his coverage will be continued to the end of the period required by law.

Coverage for an employee's dependents terminates when the employee's coverage terminates or when the dependent ceases to qualify as a dependent in accordance with the DEFINITIONS provision.

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#### GENERAL PROVISIONS

##### 8.1 Notice of Claim

Written notice of claim must be given to the Administrator within sixty days after any expense covered by the Dental Plan has been incurred, or as soon thereafter as is reasonably possible.

#### 9.1 Time of Payment of Benefits

Benefits payable under this Dental Plan for any Covered Expense will be paid by the Administrator immediately upon receipt of due written proof of such Expense.

#### 10.1 Payment of Claims

If any benefit of this Dental Plan shall be payable to the estate of an Eligible Employee or to an Eligible Employee not competent to give a valid release, the Administrator shall pay such benefit up to the maximum provided for under the Dental Plan to the proper legal representative of the Eligible Employee. Any payment made by the Administrator in good faith pursuant to this Provision shall fully discharge the Employer to the extent of such payment.

The benefits provided by this Dental Plan shall be paid directly to the Eligible Employee unless he directs on the claim form that such benefits or part thereof shall be paid directly to the provider of the services covered hereby.

#### 11.1 Claims Review Procedure

Any employee who is denied all or any part of a claim for reimbursement by the Administrator shall receive from the Administrator a notice in writing setting forth the specific reasons for such denial, specific reference to the Dental Plan's provisions on which the denial is based, a description of any additional material necessary for the claimant to support the claim, and explanations both as to why such material is necessary and as to the terms of the Dental Plan's claims review procedure, all written in a manner calculated to be understood by the person whose claim has been denied.

Any employee whose claim has been denied by the Administrator may submit, within sixty days after such denial, information and material in support of the claim to the Administrator's claims review section. Within sixty days of receiving such submission, the claims review section shall review it and make a determination. This determination shall be final, shall be in writing, shall include specific reasons for the decision and specific reference to the Dental Plan provisions on which it is based; it shall also be written in a manner calculated to be understood by the claimant. In connection with any such review, the claimant will be permitted to examine pertinent documents and to submit issues and comments in writing.

#### 12.1 Physical Examinations

The Administrator, at its own expense, shall have the right and opportunity to have the Eligible Employee or Dependent examined when and as often as it may reasonably require during the pendency of a benefit payment hereunder.

#### 13.1 Legal Actions

No action at law shall be brought to recover benefits payable under this Dental Plan prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this Dental Plan. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

#### 14.1 GENDER

Words implying the masculine gender shall include the feminine, unless the context otherwise requires.

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#### 15.1 PROVISION FOR CO-ORDINATION BETWEEN THIS PLAN AND OTHER BENEFITS

##### A. Benefits Subject to this Provision

All of the benefits provided under the plan are subject to this provision.

##### B. Definitions

(l) "Arrangement" means, to the extent permitted by law, any arrangement providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by

(a) any group or group-type

- (i) insurance policy,
- (ii) prepayment subscriber contract, or
- (iii) automobile insurance plan,

but shall not include

- (i) any group or group-type hospital 'indemnity' plan providing a benefit of \$30 or less per day UNLESS the benefit is characterized as a 'reimbursement' type benefit but the insured has the right to elect an 'indemnity' type benefit at the time of the claim,
- (ii) any group or group-type school accident plan which provides coverage for grammar or high school students for accidents only and for which the parent pays the entire premium;

- (b) any labour-management trustee plan, union welfare plan, employer organization plan, or employee benefit organization plan;
- (c) any governmental plan which provides benefits or services, and any coverage required or provided by any statute;
- (d) any individual automobile insurance plan.

The term "group-type" means any policy, contract or plan which

- (i) is not available to the general public, and
- (ii) can be obtained and maintained only because of the covered person's membership in or connection with a particular organization or group,

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regardless of whether individual policy forms are utilized, and whether such plan is designated as 'franchise', 'blanket' or in some other fashion.

The term "arrangement" shall be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to (i) that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other arrangements into consideration in determining its benefits and (ii) that portion which does not.

- (2) "This arrangement" means that portion of this plan which provides the benefits that are subject to this provision.
- (3) "Allowable Expense" means any necessary, reasonable, and customary item of expense at least a portion of which is covered under at least one of the arrangements covering the person for whom claim is made or service provided.

Benefits under a governmental plan shall be taken into consideration without expanding the definition of "Allowable Expense" beyond the hospital, medical and surgical benefits as may be provided by such governmental plan.

When an arrangement provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an Allowable Expense and a benefit paid.

- (4) "Claim Determination Period" means a calendar year (the period of one year commencing on a January 1.

#### C. Effect on Benefits

- (1) This provision shall apply in determining the benefits as to a person covered under this Plan for any Claim Determination Period if, for the Allowable Expenses incurred as to such person



during such period, the sum of

- (a) the benefits that would be payable under this Plan without this provision, and
- (b) the benefits that would be payable under all other Plans without similar provisions,

would exceed such Allowable Expenses.

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(2) As to any Claim Determination Period with respect to which this provision is applicable, the benefits that would be payable under this Plan without this provision for the Allowable Expenses incurred as to such person during such Claim Determination Period shall be reduced to the extent necessary so that the sum of (a) such reduced benefits and (b) all the benefits payable for such Allowable Expenses under all other Plans, except as provided in item (3) of this Section C, shall not exceed the total of such Allowable Expenses. Benefits payable under another Plan include the benefits that would have been payable had claim been duly made therefor.

(3) If

- (a) another Plan which is involved in item (2) of this Section C and which contains a provision co-ordinating its benefits with those of this Plan would, according to its rules, determine its benefits after the benefits of this Plan have been determined, and
- (b) the rules set forth in item (4) of this Section C would require this Plan to determine its benefits before such other Plan,

then the benefits of such other Plan will be ignored for the purposes of determining the benefits under this Plan.

(4) For the purposes of item (3) of this Section C, the rules establishing the order of benefit determination are:

- (a) Benefits will be determined first under the Plan which covers the person for whom expenses have been incurred:
  - (i) other than as a dependent; or
  - (ii) as a dependent of the person whose date of birth, excluding year of birth, is earlier in the calendar year.
- (b) When rules (i) and (ii) do not establish an order of benefit determination, or another Plan contains different rules, benefits will be pro-rated between or amongst the Plans in proportion to the amounts that would have been

paid under each Plan in the absence of other coverage.

- (5) When this provision operates to reduce the total amount of benefits otherwise payable as to a person covered under this Plan during any Claim Determination Period, each benefit that would be payable without this provision shall be reduced proportionately, and such reduced amount shall be charged against any applicable benefit limit of this Plan.

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#### D. Right to Receive and Release Necessary Information

For the purposes of determining the applicability of and implementing the terms of this provision of this arrangement or any provision of similar purpose of any other arrangement, the Employer may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information, with respect to any person, which the Employer deems to be necessary for such purposes. Any person claiming benefits under this arrangement shall furnish to the Employer such information as may be necessary to implement this provision.

#### E. Claim Payment Time Limit

If the investigation of possible other coverage for COB purposes delays payment beyond 60 days, payment of the claim shall be made. If such payment is made as the primary arrangement because there is insufficient information to make payment as the secondary arrangement, the Employer shall have the right to recover such excess benefits in accordance with the RIGHT OF RECOVERY provision.

#### F. Facility of Payment

Whenever payments which should have been made under this arrangement in accordance with this provision have been made under any other arrangements, the Employer shall have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision, and amounts so paid shall be deemed to be benefits paid under this arrangement and, to the extent of such payments, the Employer shall be fully discharged from liability under this arrangement.

#### G. Right of Recovery

Whenever payments have been made by the Employer with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, the Employer shall have the right to recover such payments, to the extent of such excess, from among one or more of the following, as the Employer shall determine: any persons to or for or with respect to whom such payments were made, any insurance companies, any other organizations.

## 16.1 DENTALCARE EXPENSE BENEFITS

### COVERAGE CLAUSE -

Subject to the other sections of this Benefit Provision, if an employee incurs Covered Expenses

- (1) as a result of treatment necessarily rendered, and
- (2) while covered under this Benefit Provision in respect of the person for whom such Covered Expenses are incurred,

the Employer shall pay the Reimbursement Level stated below of those Covered Expenses incurred in respect of any one person in any one calendar year which exceed the Individual Calendar Year Deductible Amount of \$35:

- (a) for Routine Treatment, 100%;
- (b) for Major Treatment, 50%; and
- (c) for Orthodontic Treatment, 80%.

### DEFINITIONS -

- (1) "Treatment necessarily rendered" means necessary treatment rendered
  - (a) for the prevention of dental disease or dental defect, limited to those services and supplies listed in the definition of Covered Expenses, and
  - (b) for the correction of dental disease, dental defect or accidental dental injury,provided that such treatment is consistent with generally accepted practice.
- (2) "Reasonable and customary charges necessarily incurred" means charges for services and supplies of the level usually required for cases of the nature and severity of the case being treated, and which
  - (a) in respect of services, are in accordance with the official fee schedule in the area, or are in accordance with representative fee practices and tariffs where there is no such fee schedule;
  - (b) in respect of supplies, are in accordance with representative prices in the area.
- (3) "Physician" and "Surgeon" mean physician and surgeon as defined in the DEFINITIONS section which forms part of the plan to

which this Benefit Provision is attached.

- (4) "Dentist" and "Oral Surgeon" mean persons licensed to practice dentistry.

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- (5) "Orthodontist" means a dentist who is certified to practice orthodontics.

- (6) "Dental Assistant" means a person qualified to perform the service rendered, and shall include a dental hygienist and any other similarly qualified person.

- (7) "Denturist" means a person qualified to perform the service rendered, and shall include a dental therapist, denturologist and any other similarly qualified person.

- (8) "Treatment Plan" means a written report, in a form supplied or approved by the Employer, prepared by the attending practitioner as the result of his examination of the patient, and providing the following:

- (a) the recommended treatment for the complete correction of any dental disease, defect or accidental dental injury,  
and  
(b) the period during which the recommended treatment is to be rendered, and  
(c) the estimated cost of the recommended treatment and necessary appliances.

- (9) "Treatment Period" means the period during which a planned course of dental treatment is to be rendered, as estimated in the Treatment Plan, for the complete correction of any dental disease, dental defect or accidental dental injury.

- (10) "Accidental Dental Injury" means an unexpected and unforeseen injury to the dental and contiguous structures happening without the direct intent of the person injured or happening as the direct result of his intentional act, such act not amounting to violent or negligent exposure to unnecessary danger.

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#### COVERED EXPENSES -

Where permitted by law, the Employer shall consider as Covered Expenses reasonable and customary charges necessarily incurred for the types of dental treatment described below to the extent that such

treatment or portion thereof is not covered by the Medical Care Insurance Plan or any government dental plan or any other government

health plan of the employee's home province. In no event shall Covered Expenses exceed the amount shown for a General Practitioner in the dental fee guide identified in the Table of Benefits for the employee's Class, except that

- (1) if a service is rendered by a dentist who is a specialist, and such dental fee guide contains a separate fee guide for his specialty, the maximum Covered Expense for such service shall be the amount listed in the guide for such specialty, and
- (2) if a service is rendered by a dental assistant or denturist who is a member of a provincial group of Dental Assistants or Denturists which has its own official fee guide, the maximum Covered Expense for such service shall be the amount listed in such guide.

Except as otherwise provided in the "Special Benefit Payment Provision Applicable to Orthodontic Treatment", a Covered Expense is deemed to have been incurred on the date the service was rendered or the supply purchased.

Covered Expenses for an employee of Algoma Central Railway shall include Routine and Major Treatment Covered Expenses. Covered Expenses for any other employee shall include Routine, Major and Orthodontic Treatment Covered Expenses.

Routine Treatment - rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Assistant under the direct supervision of a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Denturist:

- (1) The following services (a) to (d) inclusive, each limited to once every nine months for adults over the age of 18 and twice in any calendar year for children under 18.
  - (a) oral examination;
  - (b) polishing of teeth;
  - (c) bite-wing x-rays;
  - (d) topical application of fluoride solutions;

provided that, for each of the above services, a period of at least 5 consecutive months has elapsed since the last such service was rendered.

- (2) Scaling of teeth.
- (3) Full-mouth series of x-rays, provided that a period of at least 24 consecutive months has elapsed since the last such series of x-rays was performed.

- (4) Extraction's and alveolectomy at the time of tooth extraction.
- (5) Amalgam, silicate, acrylic and composite restorations.
- (6) Dental surgery.
- (7) Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
- (8) General anesthesia required in relation to dental surgery.
- (9) Endodontic treatment - diagnosis and treatment of diseases of the nerve, including root canal therapy.
- (10) Periodontal treatment - the treatment of gums and bone surrounding the teeth.
- (11) Necessary treatment for relief of dental pain.
- (12) The cost of medication and its administration when provided by injection in the dentist's office.
- (13) Space maintainers for missing primary teeth, and habit-breaking appliances.
- (14) Consultations required by the attending dentist.
- (15) Surgical removal of tumors, cysts, neoplasm.
- (16) Incision and drainage of an abscess.
- (17) Cover pit and fissure sealant for children under the age of 18.

Major Treatment - rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Denturist:

- (1) Provision of crowns and inlays.
- (2) Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).

- (3) Replacement of an existing prosthodontic appliance if
  - (a) the replacement appliance is required because at least one additional natural tooth was necessarily extracted after the date the employee first became covered under this Benefit Provision in respect of the person requiring the replacement appliance and the existing appliance cannot be made serviceable.

If the existing appliance can be made serviceable, only the expense for that portion of the replacement appliance which replaces the extracted teeth extracted after the date the employee first became covered in respect of the person requiring the replacement appliance shall be covered.

- (b) the replacement appliance replaces an existing appliance which is at least 5 years old and cannot be made serviceable.
  - (c) the replacement appliance replaces an existing appliance which was temporarily installed after the date the employee first became covered under this Benefit Provision in respect of the person requiring the replacement appliance; in this event such replacement appliance shall be considered a permanent (as opposed to temporary) installation.
  - (d) the replacement appliance is required as the result of the installation of an initial opposing denture after the date the employee became covered under this Benefit Provision in respect of the person requiring the replacement appliance.
  - (e) the replacement appliance is required as the result of accidental dental injury which occurs after the date the employee first became covered under this Benefit Provision in respect of the person requiring the replacement appliance.
- (4) Relines and rebases to existing dentures.
  - (5) Repairs to existing prosthodontic appliances.
  - (6) Adjustments to an initial or replacement prosthodontic appliance after the 3-month post-insertion care period.
  - (7) Procedures involving the use of gold if such treatment could not have been rendered at lower cost by means of a reasonable substitute consistent with generally accepted dental practice.

If such treatment could have been rendered at lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.

Orthodontic Treatment - Treatment rendered by an Orthodontist, including the provision of orthodontic appliances, for the correction of Class I, Class II, or Class III malocclusions in relation to a primary, mixed, or permanent dentition, provided that treatment in respect of a dependent child shall be deemed to be a Covered Expense only if it commences on or after the child's 6th birthday. Treatment shall be deemed to commence on the date the initial orthodontic

appliance is installed.

#### Special Benefit Payment Method Applicable to Orthodontic Treatment

The Covered Expenses for Orthodontic Treatment shall be deemed to be incurred on a monthly basis, commencing with the date on which the initial orthodontic appliance is installed and subsequently thereafter on the monthly anniversary of such date, during the continuance of the treatment period.

- (1) SINGLE CHARGE BASIS - If the estimated cost of Orthodontic Treatment stated in the Treatment Plan does not include a separate initial fee, the amount of each monthly Covered Expense for Orthodontic Treatment is deemed to be
  - (a) the total estimated Covered Expense in respect of the Orthodontic Treatment, divided by
  - (b) the number of months of the treatment period.
  
- (2) ITEMIZED CHARGE BASIS - If the estimated cost of Orthodontic Treatment stated in the Treatment Plan includes a separate initial fee, the amount of the monthly Covered Expense for Orthodontic Treatment is deemed to be
  - (a) for the first month of treatment, the lesser of
    - (i) the initial fee, and
    - (ii) 25% of the total estimated Covered Expense in respect of the Orthodontic Treatment;
  - (b) for each subsequent month of treatment
    - (i) the difference between the total estimated Covered Expense and the Covered Expense calculated for the first month of treatment under (a) above, divided by
    - (ii) the number of subsequent months of the treatment period.

The amount of the monthly Covered Expense as determined above is subject to adjustment if the actual expense or period of treatment differs from the estimate given in the Treatment Plan.

Benefits in respect of Orthodontic Treatment shall be paid at the end of each period of 3 consecutive months, the amount of each such payment being the sum of the benefits payable in respect of Covered Expenses incurred during such period.



TREATMENT PLAN PROVISION -

Solely to permit the pre-determination of benefits, but not as a pre-requisite for benefit payment, an employee should submit a Treatment Plan to the Employer prior to the commencement of

- (1) a course of Routine Treatment or Major Treatment for which the estimated cost is \$200 or more, or
- (2) any course of Orthodontic Treatment.

Upon receipt of the Treatment Plan, the Employer shall advise the employee of the benefits payable under the plan on the basis of the Treatment Plan estimate at the time of Benefit determination, but the benefits so determined shall be valid only if the course of treatment commences within 90 days after the Treatment Plan submission.

DEDUCTIBLE PROVISIONS -

- (1) The Individual Calendar Year Deductible Amount is the amount of Covered Expenses which must be incurred by an employee in respect of himself or one of his dependents in a calendar year before benefits become payable under this Benefit Provision.
- (2) The Individual Deductible Amount shall be applied only once to a course of treatment
  - (a) for which a Treatment Plan was submitted in accordance with the TREATMENT PLAN PROVISION, and
  - (b) which was actually rendered in the treatment period estimated in the Treatment Plan, and
  - (c) which continued beyond the calendar year in which the course of treatment commenced.
- (3) Not more than the Family Calendar Year Deductible Amount of \$35 shall be applied against the Covered Expenses of an employee and all his dependents in any one calendar year.

COVERED EXPENSE LIMITATIONS -

Expenses incurred for the following shall in no event be Covered Expenses:

- (1) Services and supplies rendered for oral hygiene instructions, for plaque control or for dietary planning for the control of dental caries.
- (2) Dental treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature.
- (3) Broken appointments or the completion of claim forms required

by the Plan Administrator.

- (4) Dental treatment that is not "treatment necessarily rendered" as defined in the DEFINITIONS section. It is provided, however, that the plan shall consider as Covered Expenses (subject to the definition of "Reasonable and Customary Charges") that portion of the expense that would have been incurred for an alternate form of treatment that would qualify as "treatment necessarily rendered".
- (5) Dentures which have been lost, mislaid or stolen.
- (6) Services and supplies rendered for facings on crowns or pontics posterior to the second bicuspid.
- (7) Services and supplies rendered for a full mouth reconstruction, for a vertical dimension correction, or for correction of a temporomandibular joint dysfunction.
- (8) Services and supplies rendered for the correction of any congenital or developmental malformation which is not a Class I, Class II or Class III malocclusion.
- (9) That portion of Orthodontic Treatment rendered after but which is part of a course of treatment that commenced before the date the employee became covered in respect of the person requiring the Orthodontic Treatment. It is provided, however, that the Employer shall consider as Covered Expenses (subject to the definition of "Reasonable and Customary Charges") that portion of the expense which is not covered under any other group plan.
- (10) Services and supplies referred to in the provision of this plan entitled GENERAL LIMITATIONS.

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#### MAXIMUM AMOUNT -

Routine/Major Maximum Amount - The maximum amount payable under this Benefit Provision for Routine and Major Treatment for any person in any one calendar year shall be as follows:

- (1) for the period from the date the employee became covered up to and including the last day of the calendar year in which he became covered,
  - (a) if he became covered prior to July 1, the Routine/Major Maximum Amount stated in the Table of Benefits for the employee's Class, and
  - (b) if he became covered on or after July 1, the Routine/Major Adjusted First Year Maximum Amount stated in the Table of

Benefits for the employee's Class.

- (2) for each calendar year thereafter, the Routine/Major Maximum Amount stated in the Table of Benefits for the employee's Class.

Orthodontic Maximum Amount - The maximum amount payable under this Benefit Provision for all Orthodontic Treatment for any one person during the entire time the employee is covered hereunder in respect of such person is the Orthodontic Maximum Amount stated in the Table of Benefits for the employee's Class.

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#### EXTENDED BENEFITS -

Routine/Major Treatment - The Employer shall pay benefits under this Benefit Provision in respect of expenses incurred for Routine or Major Treatment if services required for treatment were ordered or if treatment had commenced, but only if the supplies are received or installed or treatment is completed within 30 days after the date of termination of the employee's coverage under this Benefit Provision in respect of such person.

This extension applies only to an employee or dependent whose coverage terminated because:

- (1) the employee is absent from work for a period of more than 30 days, if absence is due to disability or maternity leave, or
- (2) the employee is absent from work due to lay-off or strike, or
- (3) the employee has died, or
- (4) the employee transferred from an eligible class into a class which is not eligible for coverage under this plan.

Orthodontic Treatment - The Employer shall pay benefits only in respect of a course of Orthodontic Treatment

- (1) which commenced prior to the date of termination of coverage, and
- (2) for which the Employer commenced payment of benefits prior to the date of termination of coverage,

up to but not exceeding the amount that would have been paid in the 3-month period immediately following said termination of coverage had this coverage remained in force during such period.

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## Summary of Plan

Revisions to January 1, 2002.

### Dental Care Maximum Increases

- (a) Effective January 1, 1999 the coverage for dental increased from \$1,000 to \$1,100 stated in 1.1 Table of Benefits and,  
Effective January 1, 2001 increased to \$1,200.  
Effective January 1, 2002 increased to \$1,300.
- (b) Effective January 1, 2000, the frequency of exams will be extended from once every six months to once every nine months for adults over the age of 18.
- (c) Effective January 1, 2000 coverage will be provided to cover pit and fissure sealant for children under the age of 18.

SUN LIFE

RUNNING TRADES EMPLOYEES

THE PLAN DOCUMENT

SCHEDULE III-B

The EH & VC Plan previously issued to Canadian Pacific Limited for the same persons on January 1, 1986 is cancelled and replaced by this EH & VC Plan on its Effective Date. Canadian Pacific Railway Company is the successor to Canadian Pacific Limited, effective as of July 4, 1996, by virtue of appropriate corporate action. The terms and benefits of this EH & VC Plan apply to any person who was covered under the previous EH & VC Plan on the day immediately before the Effective Date of the present EH & VC Plan.

Canadian Pacific Railway Company hereby instructs the Service Organization that claims incurred on or after August 1, 1999 be administered in accordance with the terms of this EH & VC Plan.

SUN LIFE OF CANADA

SCHEDULE III-B

EXTENDED HEALTH AND VISION CARE PLAN DOCUMENT

NO. 25040

for

EMPLOYEES

of

CANADIAN PACIFIC RAILWAY COMPANY

represented by

THE RUNNING TRADES UNIONS

EXTENDED HEALTH AND VISION CARE PLAN  
FOR THE SCHEDULED EMPLOYEES  
OF CANADIAN PACIFIC RAILWAY COMPANY  
REPRESENTED BY THE RUNNING TRADES UNIONS

Effective August 1, 1999

Plan Document No. 25040

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	ANNEX A
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- 1.1 The terms used herein shall have the meanings as hereinafter provided and words implying the masculine gender include the feminine.
- 1.2 "Benefit Year" means a 12 month period from January 1st until the next following December 31st.
- 1.3 "Benefit Year Deductible" means the sum of the Eligible Expenses equal to the deductible amount specified in Section 4 hereof.
- 1.4 "Co-Payment Percentage" means that portion of Eligible Expenses in excess of the Benefit Year Deductible specified in Section 4 hereof.
- 1.5 "Company" means Canadian Pacific Railway Company.
- 1.6 "Contractholder" means Canadian Pacific Railway Company.
- 1.7 "Deemed Date of Incurral" means that any expense or charge for Eligible Expenses shall be deemed incurred
- (a) by the person receiving the Medical Care for which the charge is made, and
  - (b) on the date such Medical Care is received.
- 1.8 "Dental Care" means any treatment, operation, procedure or service which is accepted as or defined as dentistry by the licensing body, agency, authority, laws or regulations governing the practice of dentistry within the country, state, province or territory where such care is supplied or performed by a Dentist.
- 1.9 "Dentist" means a person who is currently licensed to practice dentistry by a governmental authority having jurisdiction over the licensing and practicing of dentistry, and who is operating within the scope of his license.

- 1.10 "Dependent(s)" means
- (a) the Eligible Spouse of an Eligible Employee;
  - (b) any unemployed dependent children, stepchildren or adopted



children of an Eligible Employee:

- (i) under the age of 21 residing with such Eligible Employee or the Eligible Spouse of such Eligible Employee, or
  - (ii) under age 25 if registered as a full-time College or University Student, or
  - (iii) of any age if handicapped and solely dependent upon such Eligible Employee,
- (c) but excludes any person who is covered under this EH & VC Plan as an Eligible Employee.

A child may not be considered to be a Dependent of more than one Eligible Employee.

- 1.11 "Doctor" means a qualified physician or surgeon duly licensed to practice medicine and includes persons legally authorized to treat patients with drugs and issue drug prescriptions.
- 1.12 "Effective Date" means August 1, 1999.
- 1.13 "EH & VC Plan" means the Extended Health and Vision Care Plan described herein.
- 1.14 "Eligible Employee(s)" shall be as defined in Section 2 hereof.
- 1.15 "Eligible Expenses" means those charges and expenses incurred for Medical Care specified in Section 5 to 7 hereof.
- 1.16 "Eligible Spouse" means the person who is legally married to you  
and who is residing with or supported by you provided that 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 Benefits Regulations, so long as such person who may be of the same or opposite sex was publicly represented by you as your "spouse" and cohabited with you in a conjugal relationship for:
- at least one (1) year if you and that person were free to marry: or
  - at least three (3) years if either of you was not free to marry the other.
- 1.17 "Employer" means a Railway as defined herein.
- 1.18 "Extended Health and Vision Care Benefits" means the amounts to which an Eligible Employee or a Dependent is entitled pursuant to Section 4 hereof.

1.19 "Extended Health and Vision Care Plan Agreement" shall mean the agreement entered into between the Company and the unions on the 10th day of December, 1985 in respect of Extended Health and Vision Care Benefits.

1.20 "Hospital" means a legally operated institution which

(a) is primarily engaged in providing, for compensation from its patients, medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis, and

(b) provides such facilities under the supervision of a staff of Doctors with a 24 hour a day nursing service by registered nurses, and

(c) is not principally a home for the aged, rest home, nursing home or a place for the care and treatment of drug addicts or alcoholics.

1.21 "Illness" means bodily injury, sickness, disease, or mental infirmity, and for the purposes of this definition includes Pregnancy.

1.22 "Master Agreement" means the Master Agreement signed between the Company and the Canadian Council Railway Operating Unions.

A list of the individual collective agreements is attached hereto as Annex A.

1.23 "Maximum Lifetime Benefit" means the maximum sum of Extended Health and Vision Care Benefits specified in Section 4 hereof.

1.24 "Medical Care" means those services provided and drugs or supplies prescribed, ordered or applied by a Doctor or Dentist in the treatment of an Illness pursuant to Section 6 hereof. The services of a psychologist, social worker, osteopath, chiropractor or a podiatrist do not need to be ordered by a Doctor.

1.25 "Pregnancy" means pregnancy, childbirth, miscarriage, abortion and conditions which result directly or indirectly from any of these.

1.26 "Railway" means Canadian Pacific Railway Company and its subsidiaries, joint properties listed in the Memorandum of Agreement, and also includes an Employer associated therewith, a group of whose employees has been admitted as provided by Article VIII.1(c) of the Extended Health and Vision Care Plan

Agreement.

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1.27 "Reasonable and Customary Charges" means charges for services and supplies of the level usually furnished for cases of the nature and severity of the case being treated and which are in accordance with representative fees and prices in the area in which the service is performed.

1.28 "Service" means compensated employment with the Employer.

1.29 "Service Organization" means the institution which is responsible for the daily administration and operation of the Extended Health and Vision Care Plan.

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## SECTION 2 - COMMENCEMENT OF COVERAGE - ELIGIBLE EMPLOYEES

2.1 An employee shall, subject to Section 2.2 hereof, become an Eligible Employee on the first day of the calendar month next following the date on which he completes 12 months of Service.

2.2 If an employee is not actively at work on the date he would have become an Eligible Employee pursuant to Section 2.1 hereof, such employee shall become an Eligible Employee on the first day thereafter that he is actively at work.

2.3 For the purposes of this Section, an employee who has Service for a regular or partial eight-hour shift for 252 days will be deemed to have completed 12 months of Service, and with respect to employees covered by spare board provisions, days worked and/or available will be deemed to be days of Service.

2.4 Except as provided in Sections 2.6 and 2.7 hereof, an employee who has become an Eligible Employee shall be considered an Eligible Employee in each month in which he has Service, and until he ceases to be an Eligible Employee pursuant to Section 3 hereof.

2.5 An employee who has ceased to be an Eligible Employee pursuant to Section 3 hereof:

(a) by reason of being laid-off shall become an Eligible Employee on the first day of the month in which he returns to active work;

(b) by reason of being on leave of absence, on strike or dismissed and subsequently reinstated shall become an

Eligible Employee on the date of his return to active work.

2.6 An Eligible Employee who is on a leave of absence for disability or Pregnancy and in receipt of weekly indemnity benefits or employment insurance disability/maternity benefits may, at his option and notwithstanding Section 3 hereof, continue to be an Eligible Employee for a period of six months after the termination date therein specified upon remitting monthly to his Employer an amount equal to the estimated cost of the EH & VC Plan as determined by the Service Organization.

2.7 An Eligible Employee whose coverage is terminated due to lay-off or leave of absence for reasons other than disability or Pregnancy may, at his option and notwithstanding Section 3 hereof, continue coverage for a period of 12 months following the end of the month in which such leave of absence or lay-off commences upon remitting monthly to his Employer an amount equal to the estimated cost of the EH & VC Plan as determined by the Service Organization.

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2.8 If the disability of an Eligible Employee terminates and the said Eligible Employee again becomes disabled due to the same or related cause or causes, the subsequent disability will be considered a continuation of the previous disability for the purposes of Sections 3.1 (f) and Section 2.6 hereof unless,

(a) the said Eligible Employee had completely recovered from the previous disability and had been at work with his Employer for a period of at least two consecutive weeks after termination of the previous disability, or

(b) the said Eligible Employee, though not completely recovered from the previous disability, had been at work with his Employer for a period of at least four consecutive weeks after termination of the previous disability.

2.9 Notwithstanding the provisions of this Section and subject to Article VIII.1(c)(ii) of the Extended Health and Vision Care Plan Agreement, all those individuals who would, but for their full-time employment as officers of unions representing bargaining units covered by this Plan, be full-time employees with one of the Railways may be admitted to coverage under this plan. Such individuals shall pay direct to the Company the appropriate amount to secure coverage under this plan.

2.10 An Eligible Employee's Dependent shall become covered on the later of (i) the date the employee becomes an Eligible Employee, and (ii) the date the Eligible Employee acquires the Dependent.

## SECTION 3 - TERMINATION OF COVERAGE

- 3.1 Except as provided in Sections 3.2, 3.3 and 3.4 hereof, an employee who has become an Eligible Employee pursuant to Section 2 hereof shall cease to be an Eligible Employee on the earliest of the following termination dates:
- (a) the date the employee's employment with the Employer terminates upon his resignation or dismissal,
  - (b) the last day of the month in which the employee retires in accordance with the Employer's pension rules,
  - (c) the last day of the month of the employee's lay-off or leave of absence for reasons other than disability or Pregnancy,
  - (d) the last day of the month of the employee's death,
  - (e) the last day worked prior to a strike in which the employee ceases to work,
  - (f) subject to the provisions of Section 2.6 and 2.7 hereof, the date which is six months after the end of the month in which the employee's leave of absence due to disability or Pregnancy commenced, provided that the said employee is in receipt of weekly indemnity benefits or employment insurance disability/maternity benefits,
  - (g) the date of termination of this EH & VC Plan, or
  - (h) the last day of the month in which the employee is transferred to a position to which this EH & VC Plan does not apply.
- 3.2 Service will be deemed to continue for a period of not more than 12 months for an Eligible Employee who has elected to resign and receive a severance payment from the Employer pursuant to the Conductor - Only provision of the Collective Agreement or any Material Change Agreements that have an extended coverage for this EH & VC Plan.
- 3.3 Service will be deemed to continue for a period of not more than 5 years for an Eligible Employee who is at the date of this designation an Eligible Employee within 5 years of early retirement who has elected bridging pursuant to the Conductor - Only provision of the Collective Agreement or any Material Change Agreements that have an extended coverage for this EH & VC Plan.

- 3.4 Service will be deemed to continue until age 65 for an Eligible Employee who is at the date of this designation an early retired Eligible Employee who has elected an early retirement separation allowance pursuant to the Conductor - Only provision of the Collective Agreement or any Material Change Agreements that have an extended coverage for this EH & VC Plan.
- 3.5 A Dependent shall cease to be a Dependent on the date the employee, in relation to whom he is a Dependent, ceases to be an Eligible Employee or on the date the said Dependent ceases to qualify under the definition of Dependent.

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#### SECTION 4 - EXTENDED HEALTH AND VISION CARE BENEFITS

- 4.1 Extended Health and Vision Care Benefits payable to Eligible Employees under the EH & VC Plan shall be the Co-Payment Percentage of the Eligible Expenses incurred by Eligible Employees and Dependents in excess of the Benefit Year Deductible but not in excess of the Maximum Lifetime Benefit herein specified.
- 4.2 Subject to Section 4.5 hereof, the Benefit Year Deductible shall be \$100, and in each Benefit Year shall be applied against the total Eligible Expenses of an Eligible Employee and his Dependents incurred in that Benefit Year. Each Eligible Expense is allocated to a Benefit Year according to the Deemed Date of Incurral.
- 4.3 The Co-Payment Percentage shall be 100%, except for Section 6.3 where the Co-Payment Percentage shall be 80%.
- 4.4 The Maximum Lifetime Benefit is unlimited, other than as specified in paragraph (b) of Section 6.2.
- 4.5 The Benefit Year Deductible shall not be applicable to the Eligible Expenses specified in Section 5 hereof.

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#### SECTION 5 - ELIGIBLE EXPENSES - SEMI-PRIVATE HOSPITAL BENEFIT

- 5.1 Subject to Section 7 hereof, Eligible Expenses shall be charges, in the province or territory of residence of the Eligible Employee, for the treatment of an illness
- (a) up to the Hospital's average semi-private rate for room and board (including, where permitted by law, any admittance, coinsurance or utilization charges) in a Hospital, and

(b) for Hospital out-patient services.

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## RUNNING TRADES EMPLOYEES

### SECTION 6 - ELIGIBLE EXPENSES - MAJOR MEDICAL BENEFIT

6.1 Subject to Section 7 hereof, Eligible Expenses shall be charges for Medical Care as described in Sections 6.2, 6.3, 6.4, 6.5, 6.6, and 6.7 hereof.

6.2 Eligible Expenses shall include:

(a) Charges, in Canada but outside the province or territory of residence of the Eligible Employee, for emergency treatment of an Illness while outside such province or territory, up to 180 days of confinement, and

- (i) up to the Hospital's semi-private rate for room and board (including, where permitted by law, any admittance, coinsurance or utilization charges) in a Hospital, and
- (ii) for Hospital out-patient services.

(b) Charges, outside Canada for emergency treatment of an Illness contracted while outside Canada up to 180 days of confinement, and

- (i) up to the Hospital's semi-private rate for room and board (including, where permitted by law, any admittance charges) in a Hospital,
- (ii) for other Hospital services, and
- (iii) for Hospital out-patient services.

The maximum amount payable during each person's lifetime is \$1,000,000.

6.3 Eligible Expenses shall include:

(a) Charges for drugs, sera, injectables and medicines which require the prescription of a Doctor or a Dentist to the extent that such drugs, sera, injectables and medicines are generally recognized as being effective in the treatment of the Illness and are not excessive or unwarranted as judged by the generally accepted therapy for the Illness.

(b) Charges for oral contraceptives prescribed by a Doctor.

(c) Charges for supplies required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and parkinsonism.

6.4 Eligible Expenses shall include:

- (a) Charges for use of a licensed ambulance for local transportation, including inter-hospital transfers, of Eligible Employees or Dependents to and from the nearest Hospital qualified to render the Medical Care, as well as charges for the transportation of Eligible Employees or Dependents for necessary emergency care to the nearest Hospital qualified to render such care by a licensed air ambulance service or any other vehicle normally used for public transportation.
- (b) Charges for the services of a Doctor for emergency treatment of an Illness contracted while outside the province or territory of residence of the Eligible Employee, but excluding any portion of the charge in excess of the Reasonable and Customary Charges for an Illness of the same nature and gravity in the locality where the service is provided.
- (c) Charges for the services of a private duty registered nurse or a registered nursing assistant not normally resident in the person's home, but excluding any portion of the charge in excess of the Reasonable and Customary Charges for an Illness of the same nature and gravity in the locality where the service is provided.
- (d) Charges for laboratory tests done in a commercial laboratory for diagnosis of an Illness but excluding any tests performed in a drug store.
- (e) Charges for services of a Dentist including charges for braces or splints required for the repair or alleviation of damage to natural teeth of Eligible Employees or Dependents resulting from an accident which occurs while the Eligible Employee is covered under the EH & VC Plan and provided the services are received within six months after the date of the accident.
- (f) Charges for:
  - (i) wheel chair, hospital bed, iron lung or other equipment rented, or purchased at the option of the Service Organization, for therapeutic use;
  - (ii) casts, splints, trusses, braces, and crutches; and
  - (iii) artificial limbs and eyes, including replacement when medically necessary.
- (g) Charges for diagnostic and x-ray services, oxygen, plasma and blood transfusions and rental of equipment for administration thereof.



- (h) Charges for services of a licensed physiotherapist, not normally resident in the person's home.

6.5 Eligible Expenses shall include:

- (a) Reasonable and Customary Charges for elastic support stockings prescribed by a Doctor up to \$50 per person for Eligible Employees and Dependents in any Benefit Year.
- (b) Reasonable and Customary Charges for orthopedic shoes prescribed by a Doctor up to a maximum of one pair per person for Eligible Employees and Dependents in any Benefit Year.

6.6 Eligible Expenses shall include:

- (a) Charges for mammary prostheses required as a result of surgery when ordered or provided by a Doctor up to a maximum of \$200 in any Benefit Year for each Eligible Employee or Dependent.
- (b) Charges for confinement in a convalescent hospital in the province or territory of residence of the Eligible Employee when ordered by a doctor, provided
  - (i) it is preceded by at least five consecutive days of hospital confinement,
  - (ii) it commences within 14 days after termination of the person's confinement in a hospital, and
  - (iii) it is for rehabilitation and not primarily for custodial care.

The maximum amount payable will be \$20 per day for each period of disability for a maximum of 120 days of confinement.

- (c) Charges for contact lenses or lenses (including shatterproof lenses) and frames for eyeglasses (including sunglasses), and their replacement provided there is an actual need for a change in their magnifying strength. Any device worn for the purpose of eye protection only and not for vision correction is excluded. Supplies must be prescribed in writing by an ophthalmologist, or a licensed optometrist and must be dispensed by an ophthalmologist, a licensed optometrist or a qualified optician. Effective January 1, 2000 the maximum amount payable will be increased from \$175 to \$200 in any 18 month period for persons under age 18 and in any 24 month period for persons age 18 and over. Therefore, the maximum payment of \$200 will be reduced by the amount of any claim paid during the

18 month period immediately before the date of the current claim for persons under age 18, or the amount of any claim paid during the 24 month period immediately before the date of the current claim for persons age 18 and over.

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- (d) Charges for services of an ophthalmologist or a licensed optometrist. The maximum amount payable in any two consecutive Benefit Years will be \$25 for each person.
- (e) Charges for hearing aids prescribed in writing by an otolaryngologist. The maximum amount payable in any 5 consecutive years is \$1,000 for each person. Therefore, the maximum payment of \$1,000 will be reduced by the amount of any claim paid during the 5 year period immediately before the date of the current claim.
- (f) Services of a psychologist, other than services related to psycho-analysis, marital counseling or legal psychological evaluation. The services of a social worker, when recommended in writing by an Employee and Family Assistance Program referral agent, may be claimed as an Eligible Expense instead of the services of a psychologist. The maximum amount payable will be \$1,000 in any Benefit Year for each Eligible Employee or Dependent.
- (g) Services of practitioners licensed as speech therapists, osteopaths, chiropractors, podiatrists and effective January 1, 2000 services of a Naturopath, acupuncturist, chiropodist and the Victorian Order of Nurses (VON). All practitioners must be licensed, registered or certified through the respective Provincial licensing body or professional organization as the case may be. The maximum amount payable in any Benefit Year will be \$500 per discipline, for each Eligible Employee or Dependent.

6.7 Travel Medical Plan shall provide:

- (a) 24 hour coverage for personal travel outside Canada, province or territory of residence of the Eligible Employee and to guarantee funds for hospital and physician's charges; repatriation expenses up to \$3,000, transportation of an immediate family member to the hospital where the covered individual is confined up to \$2,000.
- (b) 24 hour toll-free telephone access for medical, legal and other emergencies such as:
  - (i) assistance in replacing lost passports
  - (ii) assistance with claim payments and fund transfers
  - (iii) hospital and physician liaison
  - (iv) medical evacuation and related transportation arrangements
  - (v) coverage to a maximum of 60 days per trip
  - (vi) coverage for employees dependents, provided the

Eligible Employee has family coverage under the group insurance plan.

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## SECTION 7 - EXCLUSIONS

7.1 Payment will not be made under the EH & VC Plan for expenses or charges incurred for any of the following:

- (a) Services or supplies not included in the definition of Eligible Expenses.
- (b) Services or supplies which are paid for in whole or in part under the provisions of the Hospital, Medicare, Pharmacare, and/or Denticare plan or any similar government plan in the province or territory of residence of the Eligible Employee except to the extent that such provisions permit payment for expenses in excess of those for which such Eligible Employee is entitled under such provisions. Reimbursement will be limited to the excess over services and supplies which would have been payable under the terms and conditions of the Government Plan at December 9, 1982.
- (c) Orthopedic mattresses, exercise equipment, air-conditioning or air-purifying equipment and whirlpools.
- (d) Any portion of the charge for services in excess of the Reasonable and Customary Charge for an Illness of the same nature and severity in the locality where the service is provided.
- (e) An Illness due to or resulting from:
  - (i) any cause for which indemnity or compensation is provided under any Workers' Compensation law or similar legislation, or
  - (ii) bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit, other than for the Employer.
- (f) Vitamins, proprietary or patent medicines, or drugs which can be obtained without the written prescription of a Doctor or Dentist except as provided in Section 6 hereof.
- (g) Expenses while the employee is not an Eligible Employee.

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## SECTION 8 - CLAIMS REVIEW

8.1 An Eligible Employee shall be responsible for the completion of the claim forms and shall furnish proof of Eligible Expenses

incurred as shall be deemed necessary and appropriate by the Service Organization.

- 8.2 Any employee who is denied all or any part of a claim for reimbursement by the Service Organization shall receive from the Service Organization a notice in writing setting forth the specific reasons for such denial, specific reference to the EH & VC Plan's provisions on which the denial is based, a description of any additional material necessary for such employee to support the claim, and explanations both as to why such material is necessary and as to the terms of the EH & VC Plan's claims review procedure, all written in a manner calculated to be understood by such employee whose claims has been denied.
- 8.3 Any employee whose claim has been denied in whole or in part by the Service Organization may submit, within sixty days after such denial, information and materials, in support of the claim to the Service Organization's claims review section.
- 8.4 Within 60 days of receiving the employee's submission, the Service Organization's claims review section shall review the claim and make a determination and such determination shall, subject to Article VI.5 of the Extended Health and Vision Care Plan Agreement, be final, in writing, include specific reasons for the decision and specific reference to the EH & VC Plan provisions on which it is based written in a manner calculated to be understood by the employee. In connection with any such review, the employee will be permitted to examine pertinent documents and to submit issues and comments in writing.
- 8.5 Any claim denied on the basis of the eligibility provisions of Section 2 hereof shall be subject to the provisions of Article VI.5 of the Extended Health and Vision Care Plan Agreement.

## SECTION 9 - GENERAL PROVISIONS

- 9.1 Extended Health and Vision Care Benefits are payable directly to the Eligible Employee unless he otherwise directs by written notice filed with the Service Organization; provided that any such notice shall be effective as of the date it was signed and shall not prejudice the Service Organization on account of any payment made or any action taken by the Service Organization before it was filed.
- 9.2 If the Eligible Employee is physically or mentally incapable of giving a valid discharge for Extended Health and Vision Care Benefits due to him or if any Eligible Employee dies while any such Extended Health and Vision Care Benefits due to him remain unpaid, the Service Organization may, at its option, make payment up to an amount not exceeding \$5,000, to any person entitled to give a valid discharge of such payment on behalf of the Eligible Employee or his estate; provided that the Service

Organization is under no obligation to see to the application of any monies so paid and that payment to any such person or institution will constitute a complete discharge to the Service Organization to the extent of the amount of such payment.

9.3 Extended Health and Vision Care Benefits shall be paid in lawful Canadian currency immediately upon receipt of the proof of claim required by the Service Organization.

9.4 Written notice and proof of a claim must be given to the Service Organization within 90 days after the end of the Benefit Year for which the claim is made, or as soon thereafter as is reasonably possible and in any event not later than 12 months following the end of the Benefit Year in which the Eligible Expenses claimed were incurred.

9.5 The Service Organization shall have the right, and shall be given the opportunity, to have Doctors designated by it examine any Eligible Employee or Dependent in respect of whom a claim is being made as often as may be reasonably required and any such examination shall be at the expense of the Service Organization.

9.6 In the administration of this EH & VC Plan, the Service Organization will comply with legislation pertaining to the protection of personal information in the private sector. Any person claiming benefits under this EH & VC Plan must furnish such information and authorization as may be necessary.

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## SECTION 10 - COORDINATION OF BENEFITS

An Eligible Employee cannot elect Dependent coverage for an Eligible Spouse or Child who is also covered as an Eligible Employee under the Plan, nor may a Child be considered a Dependent of more than one Eligible Employee. Therefore, this provision does not apply to any couple when both spouses are covered under this Plan.

### 10.1 EFFECT ON BENEFITS

If a person is covered under this EH & VC Plan for benefits which are subject to this provision and is also covered under any other plan which provides similar benefits, the present EH & VC Plan coordinates its benefit payments with such other plans.

The following are considered plans:

- (a) the present EH & VC Plan or any other contract or arrangement for group insurance benefits,
- (b) any group insurance hospital, medical or dental service organization plan,
- (c) any other service or prepayment plan arranged through any

employer, union, trustees, employee benefit or professional association, or

- (d) any government plan or statute providing benefits, including a no-fault automobile insurance plan.

Any necessary, reasonable, and customary item of expense is considered an Allowable Expense, if any part of it is covered under one or more of the plans covering the person for whom claim is made. If a plan provides benefits in the form of services rather than cash payments, the reasonable and customary value of each service rendered is deemed to be both an Allowable Expense and a benefit paid.

When a claim is made and the present EH & VC Plan pays first, the present EH & VC Plan determines its benefits as though this provision does not exist.

When a claim is made and the present EH & VC Plan pays its benefits after the benefits of another plan, the present EH & VC Plan determines the benefits that would be paid as if benefits from any other plan do not exist. After the amount of benefit is determined, it is reduced, if necessary, so that benefits from the present EH & VC Plan and from all other plans do not exceed 100% of Allowable Expenses. In no event will the amount paid by the present EH & VC Plan exceed the amount normally payable in the absence of this provision.

## 10.2 ORDER OF BENEFIT DETERMINATION

The payment of benefits will be determined in the following order:

- (a) if any other plan does not contain a coordination of benefits provision, the benefits payable under that plan will be determined first.
- (b) if any other plan contains a coordination of benefits provision
  - (i) the benefits payable under a plan which covers the person other than as a dependent will be determined before the benefits of a plan which covers the person as a dependent,
  - (ii) the benefits payable under a plan which covers the dependent of the person with the earlier day and month of birth in the calendar year will be determined first.

When the above rules do not establish an order of benefit determination, the benefits will be pro-rated among the plans in proportion to the amounts that would have been payable under each plan.

### 10.3 RIGHT OF RECOVERY

The EH & VC Plan has the right to recover from any insurance company, person or organization any payments made with respect to Allowable Expenses in excess of the maximum amount determined to be payable in accordance with this provision.

## SECTION 11 - ANNEX A                      RUNNING TRADES EMPLOYEES

### LISTING OF COLLECTIVE AGREEMENTS COVERED BY THE EH & VC PLAN

Organization	Agr. No.	Classification of Employees	Location
United Transportation Union		Conductors, Baggage-men, Brakemen, Car Retarder Operators, Yardmen and Switchtenders employed in Canada	C.P. Railway - Eastern Region - Prairie & Pacific Regions
		Yardmasters and Assistant Yardmasters employed in Canada	C.P. Railway - Eastern, Prairie & Pacific Regions
Brotherhood of Locomotive Engineers		Locomotive Engineers employed in Canada	C.P. Railway - Eastern Region - Prairie & Pacific Regions
		Locomotive Firemen (Helpers) and Hostlers employed in Canada	C.P. Railway - Eastern Region - Prairie & Pacific Regions

## SECTION 12 - ANNEX B

### LIST OF ADMITTED GROUPS

Company	Group	Union Affiliation
Grand River Railway Company, Lake Erie & Northern Railway Company	Yard Engineers, Conductors and Brakemen	UTU (T)

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## SECTION 13 - ANNEX C

### SUMMARY OF PLAN REVISIONS FROM JANUARY 1, 1986 TO JANUARY 1, 2002

#### General Changes

Effective July 1, 1993 the services of a psychologist were added as an Eligible Expense under paragraph (f) of Section 6.6.

Effective July 1, 1994 the services of a social worker were added as an Eligible Expense under paragraph (f) of Section 6.6.

Effective January 31, 1995 coverage terminated for Eligible Employees of Algoma Central Railway and their Dependents.

Effective January 1, 1996 the Deductible stated in Section 4.2 increased to \$100.

Effective January 1, 1996 Section 4.3 was revised to indicate that the Co-Payment Percentage is 100%, except for Section 6.3 where the Co-Payment Percentage is 80%.

Effective January 1, 1996 a maximum lifetime benefit of \$1,000,000 was added for out of Canada Eligible Expenses described under paragraph (b) of Section 6.2.

Effective January 1, 1996 the services of speech therapists, osteopaths, chiropractors and podiatrists were added as Eligible Expenses under paragraph (g) of Section 6.6.

Effective July 4, 1996 Canadian Pacific Limited changed its name to



Canadian Pacific Railway Company.

Effective August 1, 1999 an Emergency Travel Assistance 1-800 number was added to the existing Out of Canada medical insurance that will guarantee payment under the emergency treatment as outlined under paragraph A and B of Section 6.7.

Effective January 1, 2000 the services of a naturpath, acupuncturist, chiroprapist and Victorian Order of Nurses (VON) will be added as Eligible Expenses under paragraph G of Section 6.6.

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#### Maximum Lifetime Benefit Increases

The Maximum Lifetime Benefit stated in Section 4.3 increased to

- (a) \$32,000 effective January 1, 1990 for all Eligible Employees and their Dependents.
- (b)(i) \$35,000 effective January 1, 1992 for all Eligible Employees and their Dependents, other than those of Algoma Central Railway.
- (b)(ii) \$35,000 effective March 1, 1994 for Eligible Employees of Algoma Central Railway and their Dependents.
- (c) an unlimited maximum effective January 1, 1996 for all Eligible Employees and their Dependents.

#### Vision Care Maximum Increases

The vision care maximum stated in paragraph (c) of Section 6.6 increased to \$200 from \$175.

- (a) effective September 1, 1992 for all Eligible Employees represented by the United Transportation Union, other than those of Algoma Central Railway, and their Dependents
- (b) effective December 1, 1992 for all Eligible Employees represented by the Brotherhood of Locomotive Engineers, other than those of Algoma Central Railway, and their Dependents.
- (c) effective March 1, 1994 for all Eligible Employees of Algoma Central Railway, and their Dependents.

#### Hearing Aid Maximum Increases

The hearing aid maximum stated in paragraph (e) of Section 6.6 increased to:

(a) \$250 effective August 1, 1989 for all Eligible Employees and their Dependents.

(b) \$1,000 effective January 1, 1996 for all Eligible Employees and their Dependents.

SUBJECT: NAT.LIFE-GROUP INS. RUNNING TRADES-NO. 9876-PART 1

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CANADIAN PACIFIC RAILWAY  
(including St. Lawrence and Hudson)

BENEFIT PLANS

for

employees represented

CANADIAN COUNCIL OF RAILWAY OPERATING UNIONS

Life Insurance  
Disability Benefits (WIB)  
Long Term Disability  
Extended Health and Vision Care  
Dental

INDEX

SECTION 1 Life Insurance

SECTION 2 Disability Benefits (WIB)

SECTION 3 Long Term Disability

SECTION 4 Extended Health and Vision Care

SECTION 5 Dental

GROUP INSURANCE APPLICATION

CANADIAN PACIFIC RAILWAY

hereby applies to

THE NATIONAL LIFE ASSURANCE COMPANY OF CANADA

For the benefits afforded by Group Insurance Policy No. G86-9876 the terms of which policy are hereby approved and accepted by

CANADIAN PACIFIC LIMITED

to take effect on the effective date specified in the policy.

It is agreed that this application supersedes the specification or any other preliminary application for these benefits previously signed by the applicant.

Dated at Montreal this 2nd day of March 1989

CANADIAN PACIFIC LIMITED

By: (Sgd. by R. Colosimo)  
Signature and Title  
Vice-President, Industrial Relations  
CP Rail

THE NATIONAL LIFE ASSURANCE COMPANY OF CANADA

HEAD OFFICE: TORONTO, CANADA

GROUP INSURANCE POLICY

DETAILS OF POLICY

Policy Number: G86-9876 Policy Effective Date: January 1, 1986

Policyholder: CANADIAN PACIFIC RAILWAY

This policy replaces Policy G64-1313 and all amendments thereto.

Jurisdiction of Issue: ONTARIO

Policy Anniversaries: January 1, 1987 and January 1  
of each succeeding year.

Premium Due Dates: The Policy Effective Date and the first day of  
each succeeding month.

In consideration of the application, a copy of which is attached to and made a part of this policy, and of payment of the required premiums, and subject to the conditions and provisions of this policy, The National Life Assurance Company of Canada (herein called the Insurer) agrees with the Policyholder to pay the benefits and to provide the other rights and privileges which are set forth in this policy. The following pages numbered as above are part of this policy as fully as if stated over the seal and signatures attached hereto.

(Sgd. by)  
President

Dated at Toronto

this 27th day of January , 1989

(Sgd. by David Kent)  
COUNTERSIGNED.....

(Sgd. by)  
Secretary

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## I. DEFINITIONS

1. "Employer" means the Policyholder (including those subsidiary and jointly-owned companies listed in the Memoranda of Agreement for which and on whose behalf Canadian Pacific Railway executed the Memorandum of Agreement).
2. "Memoranda of Agreement" means the Memorandum of Agreement signed between the Policyholder and (i) United Transportation Union on November 15, 1985 and (ii) Brotherhood of Locomotive Engineers on November 22, 1985.
3. "Plan" means the Disability and Life Insurance Plan Agreement for Running Trades Employees of Canadian Pacific Limited. A copy of the Plan and Schedules A and B to the Plan are attached to this policy.
4. "Employee" means
  - (i) a Running Trades employee in the service of an Employer who qualifies as an Eligible Employee in accordance with the provisions of Article III of the Plan, or
  - (ii) a Running Trades employee in the service of an Employer who is a member of a group listed in Schedule B to the Plan,
  - (iii) an employee in the service of an Employer who is a member of a group admitted under Article VII of the Plan.

The persons so admitted are defined in Schedule "A" to the Plan , and the groups so admitted are listed in Schedule "B" to the Plan.

(iv) a General Chairman of a Union party to the Memoranda of Agreement but who is not a Participating Employee as defined herein shall be entitled to the insurance benefits specified in this policy if he makes direct monthly payments, when due, to the Employer of the full amount required for such coverage. Such direct payment shall be due not later than the last day of the month preceding that to which the premium applies.

For the purposes of this policy, any reference to an Eligible Employee will be deemed to include an admitted employee, and an employee as defined in (ii) above.

5. "Assigned rest day" means a rest day to which an employee is entitled as defined by the terms of the applicable Collective Agreement.

6. "General holiday" means any one of the days defined in the applicable Collective Agreement as General holiday.

## II. SCHEDULE OF INSURANCE BENEFITS

Classification	Amount of Life Insurance
Employees represented by the United Transportation Union	\$29,000 Effective August 1, 1999
Employees represented by the United Transportation Union	\$30,000 Effective January 1, 2000
Employees represented by the United Transportation Union	\$31,000 Effective January 1, 2001
Employees represented by the United Transportation Union	\$32,000 Effective January 1, 2002
Employees represented by the Brotherhood of Locomotive Engineers	\$29,000 Effective August 1, 1999
Employees represented by the Brotherhood of Locomotive Engineers	\$30,000 Effective January 1, 2000
Employees represented by the Brotherhood of Locomotive Engineers	\$31,000 Effective January 1, 2001

Employees represented by the Brotherhood of Locomotive Engineers \$32,000 Effective January 1, 2002

The amount of Accidental Death Insurance shall be equal to the amount of Life Insurance.

In any event, if the Employee is not considered by the Employer to be at full-time active work when an increase in the amount of insurance would otherwise take effect, it will take effect only when he is again considered by the Employer to be at full-time active work and is eligible in accordance with the Memoranda of Agreement.

G09876 Effective August 1, 1999

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### III. COMMENCEMENT OF EMPLOYEE'S INSURANCE

The insurance of an Employee under this policy shall commence as follows:

(a) The insurance in respect of an Employee who was insured under Policy G64-1313 commences on the date and for the amount described in the Special Provision for Previously Insured Employees, Section IV hereof.

(b) The insurance in respect of an Employee who becomes an Eligible Employee after January 1, 1986 commences on the first day of the month following the immediately preceding month in which compensated service has been rendered.

(c) The insurance in respect of an Employee whose insurance hereunder terminates while on temporary lay-off, leave of absence, or who is off work on account of disability and who is not entitled to waiver of premium under the policy because his status is not maintained in accordance with Article IV.4 of the Plan and who returns to full-time active work, will again commence on the first day of the month following the particular month during which he shall have returned to full-time active work.

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### IV SPECIAL PROVISIONS FOR PREVIOUSLY INSURED EMPLOYEES

#### Previous Policy

The previous policy is Group Policy No. G64-1313, issued by The National Life Assurance Company of Canada with an Effective Date of



November 1, 1964 which terminated December 31, 1985 and is replaced by this policy effective January 1, 1986.

#### Previously Insured Employees

(a) A previously insured Employee is a person who falls into one of the following categories:

(i) a person who was insured under the previous policy as an Employee and whose insurance would have continued in force under the previous policy had it not been replaced by this policy; or

(ii) a person who was insured under the previous policy as an employee and who was designated as "adversely affected" by the implementation of VIA RAIL pursuant to the VIA RAIL Special Agreements,

and (a) was, at the date of the designation, receiving weekly lay-off benefits, and

(b) had more than two years but less than 20 years of cumulative compensated service;

or (c) was, at the date of the designation, an early retired employee who elected a monthly separation allowance;

or (d) had, at the date of the designation, been laid-off and had attained 20 years of cumulative compensated service; or

(iii) a person who was insured under the previous policy as an employee and who is receiving a monthly separation allowance as a result of being affected by the Reduced Freight Crew Consist Agreement currently in force.

(b) The amounts of Insurance coverage are:

(i) A previously insured Employee will be insured under this policy on January 1, 1986 for the amount of Employee life insurance in force on his life on December 31, 1985.

(ii) Notwithstanding the above, a previously insured Employee will be insured for the amount of life insurance described under this policy on the later of January 1, 1986 or the date he is considered by the Employer to be at full-time active work.

(c) The last beneficiary designated by a previously insured Employee under the previous policy will be considered as the designated beneficiary under this policy.

#### V. TERMINATION OF EMPLOYEE'S INSURANCE

The insurance of an Employee under this policy shall terminate on the earliest of the following:

(a) In the event of termination of an Employee's service with the Employer, the insurance in respect of such Employee will terminate at the end of the month following the month during which such termination of service occurs, except that, if the Employee is on lay-off or leave of absence and has maintained his status in accordance with Article IV.4 of the Plan (Waiver of Premium and Pay Direct provisions), the insurance of such Employee will terminate at the end of the month following the month for which he last made the required contribution to the Employer.

(b) In the event of an Employee ceasing to be eligible for insurance hereunder for any reason other than termination of service with the Employer, the insurance in respect of such Employee will terminate at the end of the month following the month in which an employee last rendered compensated service.

(c) In the event of termination of this policy, the insurance in respect of all Employees will terminate on the date of termination of the policy.

Termination of an Employee's service shall for the purposes of this policy be deemed to occur on the date on which such Employee for any reason, other than vacation with pay, discontinues active work (including retirement) with the Employer, except that:

1. Service will be deemed to continue for a period of not more than ten months from the date of ceasing active work because of bodily injury or disease

(i) if such an Employee is entitled to Disability benefits under a plan established by the Employer, or

(ii) if such Employee is entitled to sickness benefits under the Unemployment Insurance Act, or

(iii) if such Employee is entitled to benefits under Workers' Compensation legislation.

and for a further period of not more than two months, provided such Employee maintains his status in accordance with Article IV.4 of the Plan during such further period.

2. Service will be deemed to continue for a period of not more than 12 months following the date on which the Employee is granted leave of absence or is temporarily laid-off, provided such Employee maintains his status pursuant to Article IV.4 of the Plan during such period.

3. Service will be deemed to continue up to a maximum period of two years from the date of lay-off, provided such Employee has

attained 20 years of cumulative compensated service, has been laid-off and "adversely affected" by the implementation of VIA Rail pursuant to the VIA Special Agreements.

4. Service will be deemed to continue during the entire period the Employee is receiving weekly lay-off benefits for an Employee who:
  - (a) is designated as "adversely affected" by the implementation of VIA Rail pursuant to the VIA Special Agreements,
  - (b) at the date of this designation is receiving weekly lay-off benefits, and
  - (c) has more than 2 years but less than 20 years of accumulative compensated service.
5. Service will be deemed to continue during the entire period the Employee is receiving monthly separation allowance for an Employee who:
  - (a) is designated as "adversely affected" by the implementation of VIA Rail pursuant to the VIA Rail Special Agreements, and
  - (b) is at the date of this designation an early retired Employee who has elected a monthly separation allowance.
6. Service will be deemed to continue during the entire period the Employee is receiving a monthly separation allowance as a result of the Reduced Freight Crew Agreement currently in force.
7. Service will be deemed to continue until the Employee attains age 65, with respect to an Employee who was covered by the Special Agreement between the Policyholder and the United Transportation Union which was a result of the Conductor-Only Operations of freight trains and who elected bridging to early retirement or who took early retirement.
8. Service will be deemed to continue for a period of 12 months from the date of severance, with respect to an Employee who was covered by the Special Agreement between the Policyholder and the United Transportation Union which was a result of the Conductor-Only Operations of freight trains and who elected to sever his employment with the Policyholder.

## VI. LIFE INSURANCE BENEFIT

### Death Benefit

The Insurer will pay to an Employee's beneficiary in one sum, according to the Payment of Claims Provision in Section VIII of this policy, the amount of Life Insurance in force on the Employee's life

at the time of death, upon receipt of due proof at the Insurer's Head Office that the employee died while insured for this benefit.

#### Waiver of Premium Benefit

Upon receipt of written proof satisfactory to the Insurer that any Employee, while insured hereunder and prior to his 60th birthday, became totally disabled by bodily injury or disease so as to be wholly prevented thereby from performing any work for compensation or profit or from following any gainful occupation (such totally disabled condition being hereinafter called total disability), such Employee's insurance will be extended, without payment of premiums, during the continuance of such total disability from the last day of the month during which such Employee ceases active work with the Employer due to such total disability until 12 months from such day or until prior receipt of proof of the continuance of such total disability as required below.

If not later than one year after the last day of the month during which such Employee ceased active work with the Employer, the Insurer receives, at its Head Office, written proof satisfactory to it that such Employee became totally disabled under the conditions stated above and that such total disability has continuously existed for at least nine months and is still existing, such Employee's insurance will be extended without payment of premiums, during the further continuance of such total disability until one year from the date such insurance is extended by the Insurer (such date of extension of insurance being hereinafter called the proof date). If, each year, within the three month period immediately preceding the anniversary of the proof date, the Insurer receives at its Head Office further written proof satisfactory to it that such total disability has continuously existed and is still existing, such Employee's insurance will again be extended for successive periods of one year each, provided always that such total disability still continues.

The furnishing of proof of continued total disability each year within the period specified above is a condition precedent to the extension of insurance and all such proof must be furnished to the Insurer at its Head Office on the Employee's own initiative or by someone on his behalf without any obligation on the part of the Insurer to give any notice or to request such proof. The Insurer shall have the right, at his own expense, to have physicians designated by it examine the person of such Employee when and as often as it may reasonably require.

The amount of insurance extended under this Provision will be based on the date such Employee ceases active work and will be obtained from the following schedule:

Insurance under this provision on the life of any Employee will terminate on the 31st day following the earliest of the following

dates:

- (a) the date of termination of the total disability of such Employee;
- (b) the date of the failure of such Employee to submit, upon request, to examination by physicians designated by the Insurer;
- (c) the anniversary of the proof date immediately following failure to furnish proof of the continuance of total disability as required under this provision;
- (d) the date the Policyholder provides the Employee with Paid-Up Life Insurance.

During the 31 day period preceding such termination of insurance, such Employee will be entitled, irrespective of his period of prior service with the Employer, to apply for an individual policy of life insurance in accordance with the terms of the following Conversion Provision, as though his service had terminated at the beginning of such 31 day period, unless he returns to work with the Employer and is again covered under this policy.

Classification	Amount of Life Insurance
Employees represented by the brotherhood of Locomotive Engineers	
if disabled prior to March 1, 1988	\$15,000 reducing to \$3,500 on the earlier of:
if disabled between March 1, 1988 and December 31, 1989	\$20,000 reducing to \$4,000 on the earlier of:
if disabled between January 1, 1990 and December 31, 1990	\$22,000 reducing to \$4,000 on the earlier of:
if disabled between January 1, 1991 and November 30, 1992	\$22,000 reducing to \$5,000 on the earlier of:
if disabled between December 1, 1992 and December 31, 1992	\$23,000 reducing to \$5,000 on the earlier of:
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if disabled between January 1, 1993 and June 30, 1995	\$24,000 reducing to \$5,000 on the earlier of:

if disabled on or after July 1, 1995	\$25,000 reducing to \$5,000 on the earlier of:
if disabled on or after August 1, 1999	\$29,000 reducing to \$5,000 on the earlier of:
if disabled on or after January 1, 2000	\$30,000 reducing to \$5,000 on the earlier of:
if disabled on or after January 1, 2001	\$31,000 reducing to \$5,000 on the earlier of:
if disabled on or after January 1, 2002	\$32,000 reducing to \$5,000 on the earlier of:

(i) the first day of the  
thirteenth month following the  
cessation of active work,

(ii) the first day of the month  
immediately following the date  
of retirement.

(Classification) (Amount of Life Insurance)

Employees represented by  
the United Transportation  
Union

if disabled prior to March 1, 1988	\$15,000 reducing to \$3,500 on the earlier of:
if disabled between March 1, 1988, and December 31, 1989	\$20,000 reducing to \$4,000 on the earlier of:
if disabled between January 1, 1990, and December 31, 1990	\$22,000 reducing to \$4,000 on the earlier of:
if disabled between January 1, 1991 and August 31, 1992	\$22,000 reducing to \$5,000 on the earlier of:
if disabled between September 1, 1992 and December 31, 1992	\$23,000 reducing to \$5,000 on the earlier of:
if disabled between January 1, 1993 and June 30, 1995	\$24,000 reducing to \$5,000 on the earlier of:
if disabled on or after July 1, 1995	\$25,000 reducing to \$5,000 on the earlier of:

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if disabled on or after August 1, 1999	\$29,000 reducing to \$5,000 on the earlier of:
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if disabled on or after January 1, 2000	\$30,000 reducing to \$5,000 on the earlier of:
if disabled on or after January 1, 2001	\$31,000 reducing to \$5,000 on the earlier of:
if disabled on or after January 1, 2002	\$32,000 reducing to \$5,000 on the earlier of:

(i) the first day of the  
thirteenth month following the  
cessation of active work,

(ii) the first day of the  
month immediately following the  
date of retirement.

Notwithstanding the above, if an Employee is not considered by the Employer to be at full-time active work when an increase in the amount of insurance would otherwise take effect, it will take effect only when the Employee is again considered by the Employer to be at full-time active work.

The Insurer will not be liable for any payment under this Provision unless proof of continuance of total disability is furnished as required above and unless evidence of the death of such Employee while covered under this Provision is received by the Insurer at its Head Office within one year after the date of such death and approved by the Insurer.

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#### VI. LIFE INSURANCE BENEFITS (continued) Conversion Privilege

- (1) When the insurance in respect of an Employee insured hereunder
- (a) terminates as a result of retirement, or
  - (b) terminates as a result of the termination of the policy, or
  - (c) reduces as a result of reduction of any part of his extended insurance of disability,

the Insurer, upon receipt of a written request from such Employee within the respective periods set forth below, accompanied by payment of the first premium, will issue, without medical examination or any other evidence of health and in lieu of all benefits so terminated, an individual policy on the life of such Employee on any form of life or endowment insurance (excluding term insurance) then regularly issued by the Company but without Total Disability Benefit; such policy will be for up to the amount determined in paragraph 2 of this

provision and will contain the same provisions as regular policies of like nature then being issued by the Insurer, and the rate of premium will be the rate charged by the Insurer for the plan selected according to the table of rates then in use applicable to the class of risk to which such Employee belongs and the attained age of such Employee at the effective date of the individual policy. Conversion of insurance or payment of claim under such individual policy will not preclude the establishment of rights under the preceding Waiver of Premium Provision if all the conditions of that provision are fulfilled and if such individual policy is surrendered to the Insurer in exchange for the refund of premiums actually paid thereon.

(2) The period within which such written request may be submitted to the Insurer and the amount of insurance will be determined as follows:

(a) (i) When termination of insurance occurs in respect of any Employee as a result of retirement under the conditions set forth in paragraph 1 above, such period will be one calendar month following the end of the month during which such termination of service occurred and such individual policy will be for an amount equal to the amount of such Employee's insurance under the policy at the date of termination of his service, less any amount of paid-up life insurance for which he is eligible under (i) any group policy issued by the Insurer or any other insurance company or (ii) a self-insured plan of the Policyholder, within such period.

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(a) (ii) When termination of insurance occurs in respect of any Employee as a result of termination of his service, other than as a result of retirement, under the conditions set forth in paragraph 1 above, such period will be the 31 days following the end of the month during which such termination of service occurred and such individual policy will be for an amount equal to the amount of such Employee's insurance under the policy at the date of termination of his service.

(a) (iii) When reduction of insurance occurs in respect of any Employee as a result of reduction of any part of his extended insurance on disability, under the conditions set forth in paragraph 1 above, such period will be 31 days following such reduction of extended insurance on disability and such individual policy will be for an amount up to the amount of extended insurance on disability which reduced.

(b) When termination of insurance occurs in respect of any Employee as a result of the termination on the policy, such period will be the 31 days following the date of such termination of the policy and such individual policy will be for an amount equal to the



amount of such Employee's insurance under the policy as at the date of such termination less any amount of insurance for which he may be or may become eligible under any group policy issued or reinstated by the Insurer or another insurance company within 31 days after the date of such termination.

Each Employee entitled to such an individual policy will be covered hereunder during the said 31 days for the amount of insurance to which he is entitled under such individual policy.

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## VII. ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

If an employee dies as a result of an accidental drowning or accidental bodily injury, the Insurer will pay according to the Payment of Claims Provision in Section VIII of this policy, the amount of Accidental Death Insurance in force on the Employee at the time of injury or death, upon receipt of due proof that:

- (a) the drowning or injury occurred while the employee was insured under this coverage;
- (b) the death occurred within 365 days after the injury;
- (c) the death resulted directly and solely from the drowning or injury and independently of all other causes.
- (d) the injury resulted in a permanent disability of paraplegia, hemiplegia and/or quadriplegia.

### Exclusions

Payment will not be made under this Provision for loss resulting from any of the following:

- (1) intentionally self-inflicted injuries, suicide or attempted suicide (while sane or insane),
- (2) drug overdose,
- (3) carbon monoxide inhalation,
- (4) Flying in, descending from or being exposed to any hazard incident with any kind of aircraft, if the Employee
  - (a) was receiving aeronautical instruction, or
  - (b) had any duties to perform in connection with the aircraft, or

(c) was being flown for a parachute descent, or

(d) was a member of any armed forces and the aircraft was under the control of charter of such forces,

(5) the hostile action of any armed forces,

(6) participation in any riot or civil strife.

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#### Waiver of Premium

If an Employee's Life Insurance benefit is continued by the Insurer without payment of premiums under the Waiver of Premium Provision in Section VI of this policy, then that Employee's Accidental Death or Injury benefit also continues without payment of premiums so long as premiums remain waived for Life Insurance. The amount of the Accidental Death & Dismemberment benefit payable will be the amount for which the Employee was insured immediately before the date he became totally disabled under Waiver of Premium for Life Insurance, but will be reduced whenever the amount of the Life Insurance benefit is reduced, and by the same proportion.

No Accidental Death & Dismemberment benefit will be payable under this Waiver of Premium Provision to the extent that the amount is payable under an Accidental Death & Dismemberment Benefit Provision issued to the Employee under the conversion privilege, unless the Accidental Death & Dismemberment Benefit Provision and the policy to which it is attached are surrendered to the Insurer without claim in exchange for a full refund of premiums paid under the individual policy.

The Waiver of Premium benefit terminates on the earliest of the following dates:

- (1) the date that coverage terminates under the Life Insurance Waiver of Premium Provision of this policy,
- (2) the date the Employee attains 65 years of age,
- (3) the date the Employee's Accidental Death Insurance terminates because of age or retirement,
- (4) the date the Employee's Life Insurance terminates, and
- (5) the date which is 12 months following the date the Employee's disability commenced.

#### Conversion Privilege

If an Employee applies for an individual policy on his own life under the terms of the Conversion Provision of the Life Insurance Benefit

in Section VI of this policy, the Employee will be entitled at that time to have an Accidental Death & Dismemberment Benefit Provision attached to that individual life insurance policy, without evidence of insurability. Such Accidental Death & Dismemberment Benefit Provision and the individual policy to which it is attached will be issued subject to conditions specified in Section VI of this policy.

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## VIII. GENERAL PROVISIONS

### Proof of Loss

Written proof covering the occurrence, character and extent of loss for which claim is made must be furnished to the Insurer as soon as possible after the loss, but in any event within one year of the loss.

### Physical Examination and Autopsy

The Insurer at its own expense shall have the right and opportunity to have the person of any individual whose injury or sickness is the basis of claim examined by a physician designated by it, when and as often as it may reasonably require during the pendency of a claim under this policy and to make an autopsy in case of death, where it is not forbidden by law.

### Payment of Claims

Any amount due under this policy will be paid in one sum to the beneficiary last legally designated in writing by the Employee and entered into the Employer's records under this or the previous policy, or if no such beneficiary is living on the death of the Employee, the Insurer may at its option, provided there is no legal restriction to the contrary, make payment of such amount to:

- (a) the Employee's legal spouse, or if not living on the date of the Employee's death,
- (b) the Employee's oldest surviving child on the date of the Employee's death, or if none,
- (c) the Employee's father or mother, or if not living on the date of the Employee's death,
- (d) the representative of the Employee's estate.

The Insurer is under no obligation to see to the application of any moneys so paid and any such payment shall constitute a complete discharge to the Insurer to the extent of the amount of the payment.

## Change Of Beneficiary

Subject to any applicable laws to the contrary, changes in the Employee's designation of beneficiary may be made by the Employee by notice in writing given to his Employer. The new designation shall become effective only once it has been recorded by the Employer and then shall relate back to take effect as of the date the notice is signed, whether or not the employee is living when the new designation is entered into the insurance records of the Employer, but without prejudice to the Insurer for any payment made or other action taken by the Insurer before the entry is made.

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## VIII. GENERAL PROVISIONS (continued)

### Assignment

Neither this policy or any rights or benefits hereunder may be assigned unless the Insurer consents in writing to such assignment.

### Insurance Information

The Policyholder shall furnish to the Insurer such particulars and information as the Insurer may require for the purpose of administering the insurance under this policy; and the Policyholder shall permit the Insurer to examine such records of the Policyholder to which the Insurer may reasonably require access for such purpose. Clerical error shall not prejudice the rights of the Insurer, or of any person having a beneficial interest in the insurance hereunder.

### Misstatement of Age

If the age of any person insured under this policy has been misstated there shall be an equitable adjustment of premiums, and if his amount of insurance depends on his age, his amount of insurance shall also be adjusted to that determined by his correct age.

### Incontestability

The policy shall not be contested, except for nonpayment of premium or fraud, after it has been in force for 2 years from the Policy Effective Date.

### Payment of Premiums

The Policyholder shall pay a premium as of the first day of each month during the continuance of this policy.

The amount of premiums shall be at rates agreed to between the Insurer and the Policyholder, except that payment of premiums shall be waived according to the Waiver of Premium provisions of this policy.

The Policyholder shall remit to the Insurer any and all direct-pay contributions made by Employees.

#### Grace Period

Thirty-one days of grace are allowed for payment of each premium after the first. The policy will remain in full force during this time until written notice is received from the Policyholder that the policy will not be continued. If such notice is not received, all insurance stops on the last day of grace. A pro rata premium is payable for the days of grace that the policy remains in force.

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### VIII. GENERAL PROVISIONS (continued)

#### Premium Rate Changes

The Insurer shall have the right to change premium rates as of a date coincident with any change in the amount of benefit but such change shall only reflect on an equitable basis, the change in amount of benefit.

The Insurer shall have the right to determine new premium rates as of the first day of any month provided that:

- (i) at least 3 months notice of the change shall be given to the Policyholder

Premiums are payable in Canadian currency on the due date at the Home Office of the Insurer.

#### Amendment of Policy

This policy may be amended at any time by written agreement between the Insurer and the Policyholder. Only the President, a Vice President, the Secretary or Actuary has power on behalf of the Insurer to change or terminate this policy. No agent has authority to change this policy or to waive any of its provisions.

#### Termination of Policy

The Insurer or the Policyholder may terminate this policy by giving written notice to the other at least 90 days in advance of the date of termination. The termination of this policy shall not prejudice any claim originating prior to the date of such termination.

#### Non-Waiver of Policy Provisions

Failure of the Insurer to insist upon compliance with any provision of this policy at any given time or under any given set of

circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances are, or are not, the same.

#### Conformity with Applicable Law

This policy shall be governed by the laws of the Jurisdiction of Issue as shown on the face page hereof. Any provision of this policy which, on its Effective Date, is in conflict with the applicable law of the Jurisdiction of Issue is hereby amended to conform with the minimum requirements of that law.

#### Experience Rating Provision

This policy shall be subject to an experience rating on a basis agreed to in writing by the Insurer and the Policyholder.

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### VIII. GENERAL PROVISIONS (continued)

#### Entire Contract

This policy, and all statements and instruments made and furnished to the Insurer in compliance with the terms of this policy constitute the entire contract.

All statements made by the Policyholder or by the individual Employees insured under this policy shall, in the absence of fraud, be deemed representations and not warranties, and no statement made by the Policyholder or any Employee insured under this policy or on their behalf shall be used in defense to a claim under this policy, unless it is contained in a written document signed by the Policyholder or Employee and a copy of that document is or has been furnished to the Policyholder or the Employee or the Employee's legal representative which ever one or more may be appropriate.

#### Employer Not Insurer's Agent

Neither the Policyholder nor any other Employer named under this policy shall be considered the agent of the Insurer for any purpose under this policy.

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### IX. EMPLOYEE PAID LIFE INSURANCE

(a) Employees who are Eligible for the Basic Life Insurance may purchase Optional life Insurance up to a maximum of \$250,000 in multiples of \$10,000. Employees spouse may also purchase Optional Life Insurance in multiples of \$10,000 to a maximum of \$150,000.

The Optional life Insurance is to include a waiver of premium

benefit during any period of disability for the employee and is not to include the spouse.

Individuals covered must provide evidence of insurability as determined by the Carrier.

Benefits will terminate at the earlier of retirement or the attainment of age 65.

Premiums are determined on the basis of age, gender and smoker or non-smoker status. A non-smoker is defined as a person who has not smoked in the past twelve months.

Provided below is a table indicating monthly premiums per thousand dollars of coverage:

AGE	MALE		FEMALE	
	NON-SMOKER	SMOKER	NON-SMOKER	SMOKER
TO AGE 34	0.06	0.10	0.04	0.06
35 to 39	0.08	0.14	0.06	0.10
40 to 44	0.13	0.23	0.08	0.15
45 to 49	0.19	0.37	0.13	0.26
50 to 54	0.30	0.60	0.21	0.43
55 to 59	0.47	0.93	0.35	0.70
60 to 64	0.71	1.42	0.52	1.04
65 to 69	1.07	2.16	0.79	1.57

Based on the above table, a male non-smoker, between the ages of 35 and 39 who applied for \$100,000 coverage would have a monthly premium of \$8.00 deducted from his paycheque ( $100,000 \times 0.08 / 1000 = \$8.00$ )

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#### Summary of Plan Revisions to January 1, 2002.

##### Life Insurance Increases

- (a) Effective August 1, 1999 the coverage for active employees increased from \$25,000 to \$29,000 stated in II. Schedule of Benefits and,  
Effective January 1, 2000 increased to \$30,000.  
Effective January 1, 2001 increased to \$31,000.  
Effective January 1, 2002 increased to \$32,000.
- (b) These increases will apply to the accidental death provision as well.
- (c) Effective August 1, 1999 the double indemnity provision for

accidental death will be expanded to include payment for paraplegia, hemiplegia and/or quadriplegia.

- (d) Effective January 1, 2000 employees will be able to purchase up to \$250,000 additional life insurance and the spouse may also purchase life insurance to a maximum of \$150,000 stated in IX. Life Insurance Benefit.



SCHEDULE III - DISABILITY BENEFIT PLAN

DISABILITY BENEFITS

Canadian Pacific Railway Company hereby instructs the Service Organization that claims incurred on or after January 1, 1999 be administered in accordance with the terms of this Disability Benefit Plan.

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Section

- 1 DEFINITIONS
- 2 COMMENCEMENT OF COVERAGE - ELIGIBLE EMPLOYEES
- 3 DISABILITY BENEFITS
- 4 TERMINATION OF COVERAGE
- 5 AMOUNT OF DISABILITY BENEFITS
- 6 LIMITATIONS
- 7 CLAIMS

-2-

## SECTION 1 - DEFINITIONS

- 1.1 The terms used herein shall have the meanings as hereinafter provided and words implying the masculine gender include the feminine.
- 1.2 "Assigned Rest Day" means a rest day to which an Employee is entitled as defined by the terms of the applicable Collective Agreement.
- 1.3 "Base Pay" shall be as defined in Section 3.3 hereof.
- 1.4 "Canadian Pacific Limited" includes those subsidiary and jointly owned companies for which and on whose behalf Canadian Pacific Limited executed the Master Agreement.
- 1.5 "Disability Benefits" means the amounts to which an Eligible Employee is entitled pursuant to Sections 4 and 5 hereof.
- 1.6 "Disability and Life Insurance Plan for Running Trades employees of Canadian Pacific" (the Plan) means the agreement entered into between Canadian Pacific Railway and the unions on the th day of , 19 in respect of Disability and Life Insurance Benefits.
- 1.7 "Disability Benefit Plan" means the Disability Benefit Plan described herein.
- 1.8 "Doctor" means a qualified physician or surgeon duly licensed to practice medicine.
- 1.9 "Effective Date" means August 1, 1999.
- 1.10 "Eligible Employee" shall be as defined in Section 2 hereof.
- 1.11 "Elimination Period" means those days subsequent to the disability of an Eligible Employee for which such Eligible Employee is not entitled to Disability Benefits.

1.12 "Employee" means

- (i) a Running Trades employee in the service of a Railway who qualified as an eligible employee in accordance with the provisions of Article III of the Plan, or
- (ii) a Running Trades employee in the service of a Railway who is a member of a group admitted pursuant to Article VIII of the Plan. Such groups are listed in Schedule A attached hereto.

For the purpose of this Disability Benefit Plan, any reference to an eligible employee will be deemed to include an admitted employee.

1.13 "General Holiday" means any of the days defined in the applicable Collective Agreement as a General Holiday.

1.14 "Hospital" means a legally operated institution which

(a) is primarily engaged in providing, for compensation from its patients, medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis, and

(b) provides such facilities under the supervision of a staff or Doctors with a 24 hour a day nursing service by registered nurses, and

(c) is not principally a home for the aged, rest home, nursing home or a place for the care and treatment of drug addicts or alcoholics.

1.15 "Memoranda of Agreement" means the Memorandum of Agreement signed between Canadian Pacific Limited and

- (i) United Transportation Union on November 15, 1985, and
- (ii) Brotherhood of Locomotive Engineers on November 22, 1985.

1.16 "Maximum Indemnity Period" shall be as defined in Section 3.6 hereof.

1.17 "Pay Period" means two weeks.

1.18 "Pregnancy" means pregnancy, childbirth, miscarriage, abortion and conditions which result directly or indirectly from any of these.

1.19 "Railway" means Canadian Pacific Railway and its subsidiaries and joint properties listed in the Master Agreement, and also includes an employer associated with one of the Railways, a group of whose Employees has been admitted as provided in

Article VII of the Plan.

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1.20 "Service" means compensated employment with a Railway.

1.21 "Service Organization" means the institution which is responsible for the daily administration and operation of the Plan.

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## SECTION 2 - COMMENCEMENT OF COVERAGE - ELIGIBLE EMPLOYEES

2.1 An Employee whose Service commenced on or before the Effective Date of the Plan shall, subject to Section 2.3 hereof, become an Eligible Employee on the later of

(a) January 1, 1986, or

(b) the first day of the month following the particular month he has rendered compensated service as a Running Trades employee with an employing railway in a position subject to one or more of the collective agreements or an employing railway on such day.

2.2 An Employee whose Service commences after the Effective Date of the Plan (January 1, 1986) shall, subject to Section 2.3 hereof, become an Eligible Employee on the first day of the month following the particular month he has rendered compensated service as a Running Trades employee with an employing railway, in a position subject to one or more of the collective agreements, provided he is actively at work for an employing railway on such day.

2.3 If an Employee is not actively at work on the date he would have become an Eligible Employee pursuant to Sections 2.1 or 2.2 hereof, such Employee shall become an Eligible Employee

(a) on such day if the sole reason for his absence from work is that such day is a General Holiday or an Assigned Rest Day, or

(b) on the date on which he returns to full-time active work if his absence from work is for some reason other than that it is a General Holiday or an Assigned Rest Day.

2.4 An Employee who has ceased to be an Eligible Employee pursuant to Section 4 hereof by reason of temporary lay-off, leave of absence, off-duty account mileage regulations, vacation, suspension or strike, shall become an Eligible Employee on the date of his return to full-time active work.

SECTION 3 - DISABILITY BENEFITS

3.1 On receipt by the Service Organization of proof as herein required that an Eligible Employee has become wholly and continuously disabled from bodily injury or from sickness or disease so as to be prevented from performing the duties of his occupation or employment, a benefit will be paid to such Eligible Employee equal to one-seventh of the Amount of Disability Benefits to which the Eligible Employee was entitled on the date he became so disabled for each day that he continues to be so disabled and does not engage in any occupation or employment for wage or profit, subject to the limitations set out in Section 6 hereof. Such benefit will commence:

- (a) with the first (1st) such day if disability is due to bodily injury effected directly and independently of all other causes through accidental means;
- (b) with the fourth (4th) such day if disability is due to sickness or disease;
- (c) with the first (1st) such day if the Eligible Employee is confined to Hospital at any time during one period of disability; and
- (d) with the fourth (4th) day for the second and subsequent programs for rehabilitation from alcohol and/or drug abuse.

Benefits will continue for not more than the Maximum Indemnity Period set out in Section 3.6 hereof during any one period of disability whether the disability is due to one or more causes. Benefit payments will be made weekly.

3.2 It is provided that:

- (a) if an Eligible Employee becomes so disabled and his 15th week of benefit payment ends on any day other than a Saturday, the benefit payments will be extended until the Saturday following the end of the benefit payments.
- (b) if an Eligible Employee becomes so disabled and while so disabled there is a General Holiday, he will be entitled to benefit payments for such General Holiday only if the Eligible Employee receives no pay for the General Holiday.
- (c) if an Eligible Employee becomes so disabled and while so disabled there is an Assigned Rest Day, he will be

entitled to benefit payments for the Assigned Rest Day.

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- (d) if an Eligible Employee becomes so disabled and while so disabled is subsequently laid-off, he will be entitled, while laid-off and still disabled, to benefit payments as they fall due as if he had not been laid-off.
- (e) if an Eligible Employee is laid-off, on leave of absence, off duty on account of mileage regulations, on vacation, on suspension or on strike, and subsequently becomes disabled and if while so disabled such Eligible Employee is due to return to work with the Company but because of his disability he cannot return to work, he will be entitled to benefit payments on the date he would have returned to work had it not been for such disability.
- (f) if after the termination of a disability, other than related to a program of rehabilitation for abuse of alcohol and/or drugs, for which an Eligible Employee was entitled to a benefit, such Eligible Employee again becomes disabled due to the same or related cause or causes, such later disability will be considered as a continuation of the previous disability for the same amount of Disability Benefit and subject to the same Maximum Indemnity Period but without the application of another Elimination Period unless such Eligible Employee had completely recovered from the previous disability and had been at work with a Railway on full time as required by such Railway for a period of at least two consecutive weeks after termination of the previous disability. If the disability is for a different and unrelated cause, the disability will be considered as a new disability.
- (g) if after termination of a disability, related to a program of rehabilitation for abuse of alcohol, for which an Eligible Employee was entitled to a benefit, such Eligible Employee again becomes disabled due to the same or related cause or causes, such later disability will not be considered as a continuation of the previous disability.
- (h) if an Eligible Employee entitled to benefits hereunder in respect of a period of disability qualifies, by virtue of being insured under any other scheme whether arranged with an insurer or provided by any association, for daily, weekly or monthly indemnity benefits, excluding any private insurance plan the claimant may have, for all or any portion of such period of disability, benefits payable to such Eligible Employee will be reduced by such part of the amount of benefits payable under such other scheme for such period or portion of such period of disability as may

be deemed by the Service Organization to constitute over-insurance in respect of such Eligible Employee.

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(i) if an Eligible Employee, while on maternity leave is eligible for Unemployment Insurance Maternity Benefits, that employee will have such Benefits supplemented (topped-off) by this Plan so as to equal the amount of Disability Benefits under this Plan for a maximum period of 15 weeks.

3.3 The amount of benefits shall be determined in accordance with Section 5 hereof.

3.4 If an Eligible Employee is not actively at work on full time on the date an increase would otherwise take effect, it will take effect only when he is again actively at work.

3.5 The Elimination Period for a disability due to accident is nil. The Elimination Period for a disability due to sickness is three days or if the Eligible Employee is hospitalized during the period of disability for which claim is being made, nil, unless such disability is related to a second or subsequent program of rehabilitation for abuse of drugs and/or alcohol, in which case the Elimination Period is three (3) days, subject to Section 6 (j )

3.6 The Maximum Indemnity Period for:

(a) a disability due solely to alcohol and/or drug abuse is 26 weeks for any period of disability.

(b) a disability due to any cause other than alcohol and/or drug abuse is 26 weeks plus the number of weeks the Employee is entitled to Unemployment Insurance Sickness Benefits, but not to exceed 41 weeks for any one period of disability.

(c) Maternity Leave, in respect of an Eligible Employee who is in receipt of E.I. Maternity Benefits from the Canada Employment and Immigration Commission, is 15 weeks.

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#### SECTION 4 - TERMINATION OF COVERAGE

4.1 An Employee who has become an Eligible Employee pursuant to Section 2 hereof shall cease to be an Eligible Employee on the earliest of the following termination dates:

- (a) the date the Eligible Employee's employment with a Railway terminates,
- (b) the last day worked prior to a strike in which the Eligible Employee ceases to work, or
- (c) in the event of an employee ceasing to be eligible for insurance hereunder for any reason other than termination of service with a Railway, the date on which he ceases to be eligible, or
- (d) the date of termination of this Plan.

4.2 Termination of an Eligible Employee's employment shall, for the purposes of this Disability Benefit Plan, be deemed to occur on the date on which such Eligible Employee discontinues active work (including retirement) with a Railway, except that employment will be deemed to continue:

- (a) during any period the Eligible Employee is entitled to Disability Benefits or Unemployment Insurance Sickness Benefits,
- (b) during any period the Eligible Employee is entitled to benefits under Workers' Compensation legislation, or
- (c) during any period the Eligible Employee is on bereavement leave or Railway-compensated jury duty, or for union officers on temporary leave of absence to perform union duties and who have Service in the current or previous month.

#### SECTION 5 - AMOUNT OF DISABILITY BENEFITS

5.1 Subject to Section 6 hereof, the benefits to which an Eligible Employee is entitled under Section 3 hereof shall be as follows:

- (a) for claims which originate on or after January 1, 1985:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
----------------------------------	---------------------------------

\$120.01 and over	66 2/3% of weekly base pay up to a maximum benefit of \$345.
-------------------	--

Less than \$120.01	\$80 or 75% of weekly base pay,
--------------------	---------------------------------



whichever is less.

(b) for claims which originate on or after January 1, 1986:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
----------------------------------	---------------------------------

\$120.01 and over	70% of weekly base pay up to a maximum benefit of \$370.
-------------------	---

Less than \$120.01	\$80 or 75% of weekly base pay, whichever is less.
--------------------	---

(c) for claims which originate on or after August 1, 1989:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
----------------------------------	---------------------------------

\$120.01 and over	70% of weekly base pay up to a maximum benefit of \$390.
-------------------	---

(d) for claims which originate on or after January 1, 1990:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
----------------------------------	---------------------------------

\$120.01 and over	70% of weekly base pay up to a maximum benefit of \$410.
-------------------	---

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(e) for claims which originate on or after January 1, 1991:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
----------------------------------	---------------------------------

\$120.01 and over	70% of weekly base pay up to a maximum benefit of \$425 or up to the Unemployment Insurance maximum weekly payment - whichever is greater.
-------------------	--

Less than \$120.01	\$80 or 75% of weekly base pay, whichever is less.
--------------------	---

(f) for claims which originate on or after January 1, 1992:

IN RECEIPT OF WEEKLY                      AMOUNT OF  
BASE PAY                      DISABILITY BENEFIT

\$120.01 and over                      70% of weekly base pay up to  
a maximum benefit of \$460

(g) for claims which originate on or after January 1, 1993:

IN RECEIPT OF WEEKLY                      AMOUNT OF  
BASE PAY                      DISABILITY BENEFIT

\$120.01 and over                      70% of weekly base pay up to  
a maximum benefit of \$470

(h) for claims which originate on or after July 1, 1995:

IN RECEIPT OF WEEKLY                      AMOUNT OF  
BASE PAY                      DISABILITY BENEFIT

\$120.01 and over                      70% of weekly base pay up to  
a maximum benefit of \$480

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(i) for claims which originate on or after January 1, 1996:

IN RECEIPT OF WEEKLY                      AMOUNT OF  
BASE PAY                      DISABILITY BENEFIT

\$120.01 and over                      70% of weekly base pay up to  
a maximum benefit of \$490

(j) for claims which originate on or after January 1, 1997:

IN RECEIPT OF WEEKLY                      AMOUNT OF  
BASE PAY                      DISABILITY BENEFIT

\$120.01 and over                      70% of weekly base pay up to  
a maximum benefit of \$500

(k) for claims which originate on or after August 1, 1999:

IN RECEIPT OF WEEKLY                      AMOUNT OF  
BASE PAY                      DISABILITY BENEFIT

\$120.01 and over                      70% of weekly base pay up to  
a maximum benefit of \$520

(l) for claims which originate on or after January 1, 2000:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
\$120.01 and over	70% of weekly base pay up to a maximum benefit of \$530

(m) for claims which originate on or after January 1, 2001:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
\$120.01 and over	70% of weekly base pay up to a maximum benefit of \$540

(n) for claims which originate on or after January 1, 2002:

IN RECEIPT OF WEEKLY BASE PAY	AMOUNT OF DISABILITY BENEFIT
\$120.01 and over	70% of weekly base pay up to a maximum benefit of \$550

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Employees eligible for Unemployment Insurance Sickness or Maternity Benefits will continue to have such benefits supplemented (topped-off) so that the benefits equal the amount of their new National Life Disability Benefits.

Employees whose disability originated prior to August 1, 1999, and whose disability extends beyond fifteen weeks, and who are eligible for E.I. Sickness Benefits, will still be eligible to have their E.I. Benefits supplemented (topped-off), but only so that the benefits equal the amount of their National Life Disability Benefits calculated prior to August 1, 1999.

Employees in receipt of E.I. Maternity Benefits prior to August 1, 1999 will also continue to be eligible to have their E.I. Maternity Benefits supplemented (topped-off) to equal the amount of their National Life Disability, calculated prior to August 1, 1999 and only for the time they are in receipt of E.I. Maternity Benefits.

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## SECTION 6 - LIMITATIONS

6.1 Payment will NOT be made under the Disability Benefit Plan:

(a) for any period of disability during which the Eligible Employee is not under the care of a Doctor.

- (b) for any period for which indemnity or compensation is payable under Workers' Compensation legislation, unless such indemnity or compensation is payable in respect of a previously incurred partial disability which permits continuation of employment by the Eligible Employee.
- (c) for that portion of any period of disability during which the Eligible Employee is in receipt of retirement pension from a Railway, or General Holiday or vacation pay is payable. However, an Eligible Employee who becomes disabled during his annual vacation may temporarily terminate the vacation to qualify for Disability Benefits.
- (d) for any period of disability commencing after the time the Eligible Employee goes on strike.
- (e) for any period more than 15 weeks from the date of disability, if subsequent to disability the Eligible Employee's union goes on strike.
- (f) for any period during which the Eligible Employee is engaged in any occupation for wage or profit.
- (g) in respect of total disability as a result of Pregnancy:
  - (i) for any period commencing with the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement, or
  - (ii) during any period of formal maternity leave taken by the Eligible Employee pursuant to provincial or federal law or pursuant to mutual agreement between the Eligible Employee and her Railway except that during any period for which the Eligible Employee is paid maternity benefits under the Unemployment Insurance Act, benefits are payable subject to Section 6.1(c) hereof for a maximum period of 15 weeks.

- (h) for any period solely due to the abuse of alcohol and/or drugs unless:
  - (i) the Eligible Employee has, on his own initiative sought adequate treatment, and

- (ii) a Doctor has declared the Eligible Employee unable to perform his duties due to alcoholism or drug abuse, and
  - (iii) the Eligible Employee is recommended by the Chief of Health and Medical Services for a program of rehabilitation, and
  - (iv) the Eligible Employee is satisfactorily participating in a program of rehabilitation deemed appropriate by a Railway.
- (i) in respect of disability directly or indirectly due to or resulting from any of the following:
- (i) bodily injury sustained while doing any act or thing for wage or profit other than on behalf of a Railway,
  - (ii) intentionally self-inflicted injury while sane or insane,
  - (iii) war, insurrection or the hostile action of the armed forces of any country, or participation in any riot or civil commotion,
  - (iv) any cause for which indemnity or compensation is payable under Workers' Compensation legislation.
- (j) in respect of a disability, related to a program of rehabilitation for abuse of alcohol and/or drugs, if the Eligible Employee has, at any time in the 30 consecutive calendar day period preceding the date of disability, been in receipt of benefits under the terms of this Plan for a disability related to a program or rehabilitation for abuse of alcohol or drugs.
- (k) during any period during which the employee is on vacation, off duty on account of mileage regulations, on leave of absence, suspended or laid-off.
- (l) During any period during which the Eligible Employee does not suffer a wage loss.

- 7.1 An Eligible Employee shall be responsible for the completion of the claim forms and shall furnish proof of disability as shall be deemed necessary and appropriate.
- 7.2 Payment of any benefit under the Plan will be subject to the Service Organization being given written proof of claim satisfactory to it within thirty days after the date of the accident causing the injury or the date of commencement of the disability from sickness or disease and subsequent proofs of claim as the Service Organization may require at intervals not more often than weekly. Failure to furnish proof within the time specified will not invalidate the claim if it is shown that it was not reasonably possible to furnish proof within such time and that proof was furnished as soon as reasonably possible.
- 7.3 Any proof of claim involving medical evidence in respect of an Employee shall be furnished without expense to the Service Organization and shall be signed by the physician or surgeon personally attending the Employee. The Service Organization will have the right at its own expense to have physicians designated by it examine any person in respect of whom a claim is being made when and as often as it may reasonably require.
- 7.4 In the event of the death or total mental or physical incapacity of the Participating Employee all accrued disability benefit shall be payable to the estate of the Participating Employee, provided, however, that the Service Organization may, with the approval from the Railway, pay such accrued disability benefit to any one of the following: wife, mother, father, child or children (if of the full age of majority), or any other person who is entitled to such payment by reason of having incurred expense for the maintenance, medical attendance or burial of the deceased.
- 7.5 The Service Organization is under no obligation to see to the application of any moneys so paid and any such payment shall constitute a complete discharge to the Service Organization to the extent of the amount of the payment.
- 7.6 No action or proceeding against the Service Organization in connection with any claim under the Plan may be commenced earlier than sixty days nor later than two years from the expiration of the time within which proof of such claim is required.

#### Disability Benefit Plan

- (a) Effective August 1, 1999 the maximum weekly benefit will be increased from \$510 to \$520 stated in Section 5.1 and;

Effective January 1, 2000 increased to \$530.  
Effective January 1, 2001 increased to \$540.  
Effective January 1, 2002 increased to \$550.

JOB SECURITY' AGREEMENT

Effective June 1, 1995

between

Canadian Pacific Limited

and the

Brotherhood of Maintenance of Way Employees

Signatory Hereto

**re:**

Supplemental Unemployment Benefits;  
Severance Payments; Training; Relocation Expenses;  
Technological, Operational, Organizational Changes;  
Employment Security; Separation Allowances.

07728



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This Job Security Agreement made effective the **1st** day of June **1995**, cancels and supersedes for the: Union signatory hereto, the Job **Security** - Technological, Operational and Organizational Changes Agreement signed April **29, 1992** covering employees represented by the TCU, **BMW, IBEW NO. 11, IAM, IBEW, IBB&B, UAJAP, SMWIA, AND IBF&O**, except that **Article 7** of the Agreement signed April **29, 1992** will continue to apply until August **1, 1995**. Effective August **1, 1995**, employees will be governed by the Article 7 contained in this Agreement.

This **Job Security** - Technological, **Operational** and **Organizational** Changes Agreement incorporates the provisions included in the Memorandum of Agreement dated May **5, 1995**.

## **DEFINITIONS**

In this Agreement, **the** terms used herein will have the meanings as hereinafter provided and the words implying the masculine gender **include** the feminine:

- (a) **"Admitted Group"** means those groups which have been admitted to coverage under the Job Security Agreement **as** provided in Article 3.
- (b) **"Basic Seniority Territory"** means that Seniority Territory as defined in the Collective Agreement.

NOTE: **"Basic Seniority Territory"** as referred to in **Article 4.1(d)** and Article 4.1(iii)(c) in this Agreement shall be as defined in each of the relevant Collective Agreements, and shall be the seniority territories in effect for the various groups under the relevant Collective Agreements, except that these shall be: no lesser than the Superintendent's Division or the equivalent thereof. The Basic Seniority Territories as they existed at May **20, 1971** or subsequently, where changed by the mutual agreement of the parties, shall not be changed without the mutual consent of the parties.

- (c) **"Claim Week"** means a full week of seven consecutive calendar days of lay off.
- (d) **"Collective Agreement"** means a Collective Agreement between the Company and a Union representing employees of the Company.
- (e) **"Committee"** means the Administrative Committee established pursuant to Article 2.
- (9) **"Company"** means Canadian Pacific Limited, and its subsidiaries and joint properties. It also includes an employer associated with Canadian Pacific Limited, a group of whose employees **has** been admitted to the Agreement **as** provided for in Article 3.

- (g) "Cumulative Compensated Service" (CCS) means:
- (i) One month of cumulative compensated service shall consist of 21 days or major portion thereof.
  - (ii) Twelve months of cumulative compensated service shall constitute one year of cumulative compensated service. For partial year credit, **six** or more months of cumulative compensated service shall be considered "as the major portion thereof" and shall be counted as a year of credit. Service of less than six months of cumulative compensated service shall not be included in the computation.
  - (iii) Time off duty on account of bona fide illness, injury, authorized maternity leave, to attend committee meetings, called to court as a witness, or for uncompensated **jury** duty not exceeding a total of 100 days in any calendar year, shall be included in the computation of cumulative compensated service.

(h) "Eligible Employee(s)" means an ~~employee~~ of the Company represented by the Union signatory hereto who is eligible for benefits pursuant to the eligibility requirements related thereto.

3e (i) "Employment Security" means that **an** employee of the Company hired prior to May 1, 1992 who has completed eight years of cumulative compensated service with the Company will have employment security as provided in Article 7. For an employee hired on or after May 1, 1992, employment security means fourteen years of cumulative compensated service, as provided in Article 7.

(j) "Master Agreement" means the Memorandum of Agreement entered into between the Company and the Union signatory to this Job Security Agreement on May 5, 1995.

(k) "Railway" means Company.

(l) "SUB or Supplemental Unemployment Benefits" means weekly layoff benefits.

(m) "Technological, **Operational** and Organizational Changes" means as follows:

"Technological": the **introduction** by the employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously **utilized** by him in the operation of the work, undertaking or business; or

"Operational or Organizational": a change in the manner, method, procedure or organizational structure by which the employer carries on the work, undertaking or business not directly related to the introduction of equipment or material provided that **any** such change is not brought about by:

- (i) a permanent decrease in the volume **of** traffic outside of the control of the company; or
- (ii) a normal reassignment of duties arising out of the nature of the work in which the employee is engaged; or
- (iii) a normal seasonal staff **adjustment**.

Note: Any permanent shutdown or permanent partial shutdown of an operation, facility or installation, shall be considered as a Technological, Operational or **Organizational** change. **Any** permanent Company- initiated changes (excluding changes which are brought about by general economic **conditions**) which result from the reduction **or** elimination of excess plant capacity shall also be considered as Technological, Operational **or** **Organizational** changes.

**ARTICLE 1 -           REGISTRATION OF SUPPLEMENTAL UNEMPLOYMENT  
BENEFIT PLAN**

- 1.1     The parties agree that it is their intent that Supplemental Unemployment Benefits be paid only for temporary periods (the specific duration being set out in the provisions of this Agreement). Employees in receipt of SUB 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**. An Article 8 **notice** reflects a permanent change; the lay-off therefore is indefinite; however, it may be temporary since the **employee** retains his seniority and is subject to recall to work in accordance with the provisions of his collective agreement.

**ARTICLE: 2 - THE ADMINISTRATIVE COMMITTEE**

- (see Art 3 for def.)
- 2.1 There is hereby established an Administrative Committee consisting of four **members**, two of whom shall be appointed by the Company, and two of whom shall be appointed by the Union.
- 2.2 The members of the Committee shall be appointed yearly and shall hold office until the **31st** day of December next following the date of their appointment. At the same time and in ~~the~~ same manner a like number of substitutes shall also be named. Should a vacancy occur on the Committee, whether **temporary** or otherwise, the vacancy shall be filled by one of the **substitute** members appointed by the same body which appointed the original member. Each **party** shall notify the other, in writing, of the members and substitutes **appointed** to the Committee within five days of the date of their appointment.
- 2.3 The Notice referred to in Article 2.2 shall be given in the manner following:
- (a) Notice on behalf of the Union shall be given by the System Federation General Chairman of the Union **signatory** hereto (or a person authorized by him) addressed, and mailed by registered post, to the Assistant Vice-president, Industrial Relations, CP Rail, Windsor Station! Montreal.
  - (b) Notice on behalf of the Company shall be given by the Assistant Vice-president, Industrial Relations, of the Company (or a person authorized by him), addressed, and mailed by registered post, to the System Federation General Chairman of the Union.
- 2.4 Three members of the Committee shall be a quorum.
- 2.5 **The members of the Committee shall** elect from their own number, two **Co-Chairmen**, one from the Union and one from the Company, who shall hold office until the **31st** day of December of the year for which they are appointed or until such earlier day as may be fixed by the Committee.
- 2.6 Each member of the **committee** present at a meeting shall have the right to cast one vote on each question provided **there** is an equal number of representatives present. Decisions of the Committee shall be carried **by** three or more votes. In situations where there is an unequal number of representatives, voting will be carried out on a block basis, except a member may vote against a fellow member. Decisions of the Committee shall be final and binding. Committee meetings shall be held as required. It is agreed that all issues forwarded to the Committee shall be handled without **undue** delay.

## Grievance Procedure and Final Disposition of Disputes

- 2.7 Except as otherwise provided in this Agreement, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of this Agreement, such dispute shall be progressed in accordance with the provisions of the applicable Collective Agreement commencing at the final step of the grievance procedure.
- 2.8 Failing settlement of such dispute at the final step of the grievance procedure, should either party elect to progress the dispute it shall do so by referring it to the Committee, EXCEPT that if the dispute is one involving the question of whether or not a change is of a Technological, Operational or Organizational nature as contemplated under **Article 8.1** of this Agreement, then such dispute shall be progressed to arbitration under the provisions of the applicable Collective Agreement.
- 2.9 The request to have the Committee adjudicate upon a dispute must be submitted in writing within sixty days of the date a decision was rendered at the final step of the grievance procedure. The request shall be submitted in writing to the Co-chairmen of the Committee and shall be accompanied by a joint statement of issue and joint statement of facts. If the parties cannot agree upon such joint statement, either or each, upon notice in writing to the other, may submit a separate statement to the Co-chairmen of the **Committee**.
- 2.10 In the event the Committee is unable: to reach a decision to the satisfaction of the Union progressing ~~the~~ grievance, the: Union may require the question to be referred to arbitration, The parties **will** submit a Joint Statement of Issue or Issues to the Canadian Railway Office of Arbitration, such Joint Statement of Issue or Issues will be that submitted under Article 2.9 to the Committee.
- 2.11 If the Union signatory hereto does not belong to the Canadian Railway Office of Arbitration, it will submit the Joint Statement of Issue **or** Issues to a single Arbitrator. In the event that the parties are unable to agree on an Arbitrator, then the party requesting arbitration shall request that the Minister of Labour appoint an Arbitrator.
- (i) The **Company** and the Union will 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, will be divided equally.
  - (ii) 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.



- (iii) The Arbitrator will hear the dispute within 30 days from date of the request for arbitration and will render his decision together with reasons therefor in writing within 30 days of the **completion** of the hearing.

**2.12** **When** a question has been referred to an Arbitrator as provided for in Article 2.10 or 2.11 hereof, **the** Arbitrator shall have all the powers of the Committee as set out in **Article 3** hereof in respect of that question. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this or any other Collective Agreement. The: decision of the Arbitrator shall be final and binding.

**ARTICLE 3 - POWERS OF THE ADMINISTRATIVE COMMITTEE**

3.1 Subject to the provisions of this Agreement, the Committee shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to this Agreement, which does not add to, subtract from, or modify any of the terms of this Agreement or any other Collective Agreement. The Committee shall not have any power to deal with and adjudicate upon any benefits not specifically provided for in this Agreement nor in any subsequent plan reached between the Company and the Union signatory hereto.

3.2 The Committee shall have the power to admit to coverage under the Job Security Agreement, any applicant bargaining unit that has a Collective Agreement with the Railway, subject to such conditions as may be determined from time-to-time by the **Committee**. Unless otherwise agreed between the employer **and** the **Union** making application for admission, any unit seeking Admitted Group status can only be admitted under the same terms and conditions as apply to other employees in the Agreement. A union and employer who wish to seek **admission** to the Agreement for an appropriate bargaining unit, must make a joint application addressed to the Co-chairman of the Committee.

3.3 (a) Notwithstanding the provisions of Article 3.1 the following types of case; not specifically covered by this Agreement may be submitted to the Committee for adjudication and payment **of** benefits, but such cases shall not be subject to arbitration:

(i) **special** case(s) involving extenuating circumstances.

Note: In the event of employee relocation, the appropriate System Union Officer may ~~meet~~ with the Manager, Labour Relations, to discuss whether or not there are extenuating circumstances to warrant that a special relocation allowance is required. In the event that **such** discussions do not result in mutual agreement, the appropriate Union ~~Officer~~may, within 30 calendar days, refer the outstanding issue to the Committee.

(ii) special case(s) of temporary layoffs of not more than 16 weeks lending ~~themselves~~ to an orderly implementation of layoff procedures based on the principle of inverse seniority. Where it is **agreed** that such special case(s) exists this principle is to be applied at the work location where the layoffs are occurring and on an optional basis after all employees with less than two **years** service have been laid off,

- (iii) special case(s) of permanent staff reductions lending themselves to special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years of service.

The **separation** allowance to apply in each such special case of optional early retirement is **to** be a lump sum payment calculated on the basis of the following formula:

Years of Cumulative Compensated Service	Number of Weeks <b>Salary</b> Credited for Each Year of Service Remaining to Normal Retirement
35 or more	4.5
34	4.4
33	4.3
32	4.2
31	4.1
30	4.0
29	3.9
28	3.8
27	3.7
26	3.6
25	3.5

NOTE: (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g. 4 years and 1 month (or major portion thereof) equals 4 1/12(4.083) years.

(b) One week's salary shall be the employee's **Basic Weekly Rate** at the time of the **change**.

(b) The **Committee may** only approve such special case(s) and resultant payments required conditional upon the Committee's observance of the following governing principles:

- (i) approval of such special case(s) shall not involve increasing the existing benefit levels in the **Job Security Agreement**.
- (ii) approval of such special case(s) shall not be incompatible with the terms of the **Job Security Agreement**.

- (iii) approval of such special case(s) referred to in Article 3.3(a) (i) and (ii) above shall not involve costs higher than 90% of the costs that would otherwise have been incurred as a result of the standard application of the Job Security Agreement.
  - (iv) approval of any special case(s) under 3.3 (a) (ii) shall be contingent upon notification by the Canada Employment and Immigration Commission that employees who avail themselves of such **an** inverse seniority layoff procedure **will** not be disqualified nor disentitled from unemployment insurance benefits for so doing.
  - (v) approval of such special case(s) shall not involve the modification of any Company plans or agreements dealing with such matters as **pensions**, health and welfare. etc.
  - (vi) approval of special case(s) involving special offers of optional early retirement separation allowances shall include the payment of money to the Pension Fund if it is demonstrated that such early retirements result in additional costs to the Pension Fund.
- (c) The foregoing procedures shall not alter the effective date of staff reductions.

ARTICLE: 4 - SUPPLEMENTAL UNEMPLOYMENT BENEFITS AND SEVERANCE PAYMENTS

**Eligibility**

4.1 (i) **An employee** who is not disqualified under Clause (iii) hereof, shall be eligible for a benefit payment in respect of each Claim Week provided he meets all of the following requirements:

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- (a) He has two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the Claim Week occurs began (calendar year shall be deemed to run **from** January 1st to December 31st);
- (b) For Supplemental Unemployment Benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of **layoff** will require a new seven-day waiting period in order to establish eligibility for Supplemental Unemployment Benefits, except that once an **employee** has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee **will** immediately become eligible for Supplemental **Unemployment** Benefits upon layoff within such ninety days;
- (c) **He** has made application for benefits in the prescribed form and in accordance with the procedures prescribed by the Committee;
- (d) **He** has exercised full seniority rights on his Basic Seniority Territory as provided for in the relevant Collective Agreement, except as otherwise expressly provided in Clause (iii), paragraph (b) of this Article 4.1.

(ii) **An** employee who, on being laid off, does not qualify under paragraph (a) of Article 4.1 (i) shall, if **still** laid off in the next calendar year, qualify under said paragraph (a) if at the beginning of said next **calendar** year he has two years of continuous employment relationship. The seven-day waiting period **provided** for in Paragraph (b) of Article 4.1(i), shall commence from the 1st day of January of that year.

(iii) Notwithstanding anything to the contrary in this Article, **an** employee shall not be regarded as laid off

- (a) during any day or period in which his employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause

(iii) (b) hereof, retirement, Act of God, including but not limited to fire, **flood**, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the Railway;

- (b) during any interval between the time that he is recalled to the service of the Company **after** a period of layoff, and the time at which he actually resumes work during any waiting period provided For in the relevant Collective Agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be **governed** by the provisions of Article 4.8 of this Agreement, on the ~~same~~ basis as if he had returned to work on the date such work became available;
- (c) if he declines, for any reason, other than **as** expressly provided for in Clause (iii) (b) above, recall to work on his Basic **Seniority** Territory in accordance with the seniority provisions of the relevant Collective Agreement;
- (d) If, as provided in Article 4.12, he fails to accept either a temporary or permanent vacant position at his home location in other bargaining units represented by a union signatory hereto;
- (e) in respect of any period in which he is receiving other payments of any **kind** or nature directly **from** the Company, except as otherwise expressly provided in Article 4.8;
- (9) during any **recognized** period of seasonal layoff as defined in Article 10;
- (g) after his dismissal **from** the service of the Company;

4.2 An employee who is on layoff on the effective date of this Agreement and not receiving Supplemental Unemployment **Benefits** but who now qualifies for benefit payments in accordance with the terms of this Agreement shall be entitled to claim Supplemental Unemployment Benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer providing such claim is submitted within sixty calendar days of the effective date of this Agreement. The period of continuous layoff immediately **prior** to the date: claim is received by the designated Company officer shall be applied to the waiting period defined in Article 4.1, (i)(b). Such **employee** who fails to file a claim within **sixty** calendar days of the effective date of this Agreement will forfeit his right to any benefit payments unless subsequently returned to work and again laid off.

**SUB - Entitlement**

- 4.3 (a) **For** each **year** of Cumulative Compensated Service (or major portion thereof) an employee will be allowed a gross layoff benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's **service** as a new employee.
- (b) Employees who have 8 or more years of CCS but less than 20 years CCS, will be allowed a gross layoff benefit credit of six weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new **employee**.

NOTE: In arriving at net layoff benefits available for an employee, any previous **layoff** payments made **by** the Trustee under the provisions of previous Job Security Agreements and Article 4 of **this** Agreement must be taken into account on a 'weeks of benefits paid' basis.

For **example**, if an employee with 10 years Cumulative Compensated Service **was** laid off under the provisions of this Agreement, he would be treated as follows:

Gross weeks of layoff benefits entitlement -- 10 (yrs) x 6 wks.	60 weeks
<b>Less</b> weeks of layoff benefits paid under the provisions of previous Job Security Agreements and Article 4 <b>of</b> this Agreement	10 weeks
Net Layoff Benefits available	50 weeks

- (c) The accumulation of gross layoff benefit credits pursuant to the above shall apply until such time as the employee has completed twenty **(20)** years of Cumulative Compensated Service, **when** the maximum layoff benefit will apply:

Years of Cumulative Compensated Service	Maximum Period for which Weekly Benefits payable for Each Period of Lay <del>OFF</del>
20 years or more but <b>less</b> than 25 years	3 years
25 years or <b>more</b> but less than 30 years	4 years
30 years or more	5 years

4.4 Except as provided in Article 4.5 hereof, an eligible employee who is laid off, and whose layoff benefit credit is reduced due to Supplemental Unemployment Benefit payment being made during the period of layoff in accordance with Article 4 of this Agreement, will, on recall, accumulate layoff benefit credits in accordance with the above provisions of **this** Article.

4.5 An employee who at the beginning of the calendar year has completed 12 years of Cumulative Compensated Service and subsequently receives Supplemental Unemployment Benefits due to layoff in accordance with the provisions of Article 4 of this Agreement shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he **had** to his credit at the time of layoff.

4.6 An Eligible Employee, as defined in Article 4.1 may, at the expiration of the seven-day waiting **period** specified in paragraph (b) of said Article 4.1(i), make application to a designated officer in the form and manner prescribed by the Committee, for Supplemental Unemployment Benefits as follows:

(a) Employees with TWO or more years of continuous employment relationship and **LESS THAN TWENTY YEARS** ' Cumulative Compensated Service:

(i) A Supplementary Unemployment Benefit for each complete week of seven calendar days laid off following the **seven-day** waiting period referred to in Article 4.1 of an amount that, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the **employee** receiving 80 per cent of his basic weekly rate at time of layoff (hourly-rated employees 40 x the basic **hourly** rate; seasonal **employees**, 80 per cent of average weekly earnings **over** the eight weeks preceding layoff).

(ii) During any week following the seven-day waiting period referred to in Article 4.1 that an Eligible Employee is not eligible for unemployment



insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment, insurance benefits, or account unemployment insurance waiting period, such employee may claim Supplementary Unemployment Benefits for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force (for 1995 the **maximum** payment is **\$448.00**) or such lesser amount that when added to the employee's 'outside **earnings** for such week will result in the employee receiving 80 per cent of his basic weekly rate (hourly-rated employees 40 x the basic hourly rate; seasonal employees, 80 per cent of average weekly earnings over the eight weeks preceding layoff).

(iii) Supplemental **Unemployment** Benefits provided for under Article 4.6 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 4.3 of this Agreement.

(b) Employees with **TWENTY OR MORE YEARS** of Cumulative Compensated' , Service:

(i) A Supplemental Unemployment Benefit for each complete week of seven calendar days laid off **following** the seven-day waiting period referred to in Article 4.1 of an amount that, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff (hourly-rated employees 40 x the 'basic hourly rate; seasonal employees, 80 per cent of average weekly earnings **over** the eight weeks preceding **layoff**).

(ii) During any week following the seven-day waiting period referred to in Article 4.1 that an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such **benefits** having been exhausted or account such employee not being insured for unemployment insurance benefits, or **account** unemployment insurance waiting period, such employee may claim a Supplemental Unemployment Benefit for each complete week of seven calendar days laid off of an amount that, when added to outside earnings, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff (hourly-rated employees 40 x the basic hourly rate; seasonal employees, 80 per cent of average weekly earnings over the eight weeks preceding layoff).

4.7 It shall be the responsibility of the employee to report for each week for which he is **claiming** a Supplemental Unemployment Benefit under this Agreement, any **amounts** received in **unemployment** insurance benefits in respect of such week, as well as any

wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week; this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

4.8 No Supplemental Unemployment Benefits will be made for parts of a Claim Week except that:

- (a) Recall not covered by Clause (b) below An employee who has qualified for **Supplemental** Unemployment Benefits in accordance with Clause (i) of Article 4.1 and who returns to work for part of the last Claim Week and thereby receives earnings from the Company in that last Claim **Week**, may make application for a partial Supplemental Unemployment Benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside **earnings** in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per **cent** of his basic weekly rate at time of layoff (hourly-rated employees 40 x the basic hourly rate; seasonal employees, 80 per cent of average weekly earnings over the eight weeks preceding layoff).
- (b) Temporary recall for less than five working days **An** employee who has qualified for Supplemental Unemployment Benefits in accordance with Clause (i) of Article 4.1 will not have his Supplemental Unemployment Benefit payment reduced for any Claim Week during which he returned to the service temporarily for less than five working days.

**EXAMPLE OF PAYMENT FOR PART WEEK ON RECALL**

4.9 Assume that an employee with a rate of \$15.00 per hour (\$120.00 per day, \$600.00 per week) is laid off Friday, February **10/1995** (last day worked February **9th**) and **recalled** to work Wednesday, March **22nd, 1995**. This is 40 days, or 5 weeks and 5 days.

For the purpose of this illustration, the employee's Supplemental Unemployment Benefit Claim Week is Friday to Thursday, and the unemployment **insurance** claim week is Sunday to Saturday.

In these: circumstances the employee's benefit entitlement would be **as** follows:

SUB Claim Week 1 -- Nil (waiting period)

<p><b>SUB Claim Week 2 -- (i)</b></p>	<p>employee with less than 20 years of service -- unemployment insurance maximum</p>	-	<p><b>\$448 (from SUB)</b></p>
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(ii) employee with 20 or more years of service -- 80% OF basic weekly salary at the time of lay-off  
**(80% x \$600)** **\$480 (from SUB)**

**SUB Claim Week 3, 4 & 5 -- 80% of basic weekly salary at the time of layoff (80% x \$600)** **\$480 (\$330\* UI and \$150 from SUB)**

\* 55 % of Average Unemployment Insurance earnings up to a **maximum** of \$448.

SUB Claim 'Week (March 17-March 23, 1995, inclusive)

--	For unemployment insurance purposes, employee works 2 days, (March 22 and 23 -- both of which days fall in one UI claim week) - Earnings	\$240.00
--	<b>Deduct</b> unemployment insurance allowable earnings (25 % of employee's unemployment insurance entitlement. of <b>\$330</b> )	<b>\$ 83.00</b>
--	Net earnings for unemployment insurance purposes	\$157.00
--	Unemployment insurance entitlement during last SUB Claim Week - <b>\$330 - \$157</b>	<b>\$173.00</b>

In order to make up the 80% of his basic weekly rate during the last SUB Claim Week, **i.e \$480**, the employee would **receive:**

--	Two day's wages for Thursday, March 22 and 23/95	<b>\$240</b>
--	Unemployment Insurance entitlement	\$173
--	Supplemental Unemployment Benefit	\$ 67
	<b>T O T A L</b>	<b>\$480</b>

NOTE: A partial week of SUB counts as 1 week to be deducted from SUB entitlement.

## **SPECIAL, PROVISIONS FOR EMPLOYEES WITH TWENTY YEARS OR MORE OF CUMULATIVE COMPENSATED SERVICE**

- 4.10 (i) An employee with 20 years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his **Basic** Seniority Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years; such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. **Layoff** days credited for vacation purposes shall not be used in any other manner to obtain #additional credit.
- (ii) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his Basic Seniority Territory will have his group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.
- 4.11 Any agreement reached between the parties shall not be valid in respect of benefits under this Agreement unless approved by the Canada Employment and Immigration Commission on the basis that no deductions shall be made from the Government unemployment insurance payments by reason of Supplemental Unemployment Benefits. Notwithstanding anything contained in this Agreement, no Eligible Employee shall receive for any week, a layoff payment under this Agreement in excess of that which can be allowed the employee without any reduction in his unemployment insurance payment.

### **Work at Home Location**

- 4.12 Employees in receipt of Supplemental Unemployment Benefits must avail themselves of work at their home location in accordance with the following, or forfeit Supplemental Unemployment Benefits entitlement:
- a) An employee will be required to accept permanent and temporary vacancies, subject to qualifications, at his home location in other bargaining units listed below. These must be vacancies which occur after all bulletining and recall provisions of the relevant Collective Agreements have been exhausted. Failing to do so, his benefits will be forfeited for the duration of that vacancy, but all other rights will remain.

Group 1: **BMW, TCU, CSC System Council No. 11** of the IBEW

Note: For the purposes of this provision, a temporary vacancy is defined as one of at least 7 and less than 90 calendar days duration. A permanent vacancy is defined as one of at least 90 calendar days in duration.

- b) **An** employee accepting a vacancy in another bargaining unit will continue to accumulate seniority in the classification from which laid off. Such employee **must** accept recall to the: first permanent vacancy in his original classification at his home location. Failure to do so will result in his loss of seniority in his original classification.
- c) Should a permanent vacancy arise in a signatory union at a time when several members **of** other signatory unions are on laid-off status and receiving benefits, the vacancy will be offered to the laid-off employees in order of Cumulative Compensated Service. **Only** the most “junior” (i.e. in years of service) will be required to **accept** the vacancy pursuant to paragraph a) above. This provision comes into effect only after acknowledgement by the Canada Employment and Immigration Commission that it will not invalidate the SUB registration.
- d) **An** employee who accepts a vacancy pursuant to paragraph (c) above will be **compensated** while so employed at 80 percent of his basic weekly rate at time of layoff (hourly-rated employees 40 x the basic hourly rate; seasonal employees, 80 per cent of average weekly earnings over the eight weeks preceding layoff), or the established rate for the vacancy, whichever is the higher. In the application of this provision if it is necessary to supplement the basic rate of the position concerned, each week so supplemented shall be deducted from the employee’s Supplemental Unemployment Benefits entitlement. Provided the employee remains in a position to which a supplement applies, such supplement will be paid until such time **as** the amount expended for supplementary payments equals the amount of Supplemental Unemployment Benefits he would have received had he not been required to **fill** a vacancy or, until the employee vacates the position, whichever date comes first. In determining the Supplemental Unemployment Benefits he would have received if he had not been required to fill the vacancy, it will be assumed that the employee had no outside earnings. If an employee is laid off from a position occupied pursuant to paragraph (a) above and still eligible for benefits, his benefits will be **calculated** as if he had been laid off from his original classification.
- e) **An** employee who accepts a permanent vacancy in accordance with paragraph (a) above **will**, for purposes of bidding, establish a seniority date in, his new classification based on the date of entry in the new bargaining unit. Ninety (90) **days** after an employee accepts a permanent vacancy in **accordance** with paragraph (a) above, he will, for the purposes of protection against layoff only, **establish** a seniority date in his new **classification** based on the seniority date in the classification from which laid off, In such circumstances, i.e. to protect against layoff **only**, the employee shall displace the junior employee at his **location** in the classification to which transferred. **An** employee who accepts a temporary vacancy in accordance with paragraph (a) above will, for all purposes,

including layoff, establish a seniority date in his new classification based on the date of entry into the new bargaining unit.

- f) **An** employee will be required to **accept** recall to vacancies of expected duration of at least 7 days and less than 90 days in his classification at his home location. Failing to do so, his benefits will be forfeited for the duration of that vacancy, but all other rights will remain. Notice of recall shall be provided as per the Collective Agreement, except when waived by employee.
- g) These provisions shall operate over any clause in any Collective Agreement to the contrary.

### Severance **Payment**

- 4.13 (a) In **cases** of permanent **staff** reductions, an employee with two years or more of continuous employment relationship at the beginning of the calendar year, may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth below but such **severance** payment will not in any event **exceed** the value of one and one-half years' salary at the basic rate of the position held at the time of abolishment, displacement or layoff.
- (b) For each year of Cumulative Compensated Service or major portion thereof calculated **from** the last date of entry into the Company's service as a new employee an employee will be allowed credit weeks as follows:
- For each of the first seven years - one week's pay.
- Eight or more years of service - 2.25 weeks of pay for each year of compensated service.
- (c) **An** employee choosing to sever within the first week following lay-off would be entitled to the full severance as provided by the above severance formula,
- (d) **An** employee choosing to sever between the eighth day and the thirtieth day following lay-off would be entitled to 80 % of the above determined severance if such employee has less than eight years of service, or 95 % if such employee has eight or more years of service.
- (e) **An** employee **choosing** to sever in the second or any subsequent month **following** lay-off will have his/her severance entitlement further reduced for **each** additional month by 15 % if such employee has less than eight **years** of service, or 3 % if such employee has eight or more years of service.

- (f) Notwithstanding any other provision in this Agreement, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he will not **be** eligible for a severance payment.
- (g) **An** employee eligible for a severance payment who resigns and who at a later date will become eligible for an early retirement pension under the Company pension rules shall be entitled to receive the lesser of:
  - (i) his severance payment entitlement under this Agreement;

**OR**

- (ii) a lump sum **amount** equal to the basic pay he would have earned had he worked until eligible for an early retirement pension. The basic pay is to be calculated at the employee's basic rate of pay in effect at the time of his resignation.

**4.14** An employee laid off as a result of a non-permanent staff reduction will be entitled to claim a severance payment subject to meeting the applicable requirements of this Article, as well **as** the following:

- i) He has been laid off and a continuous waiting period of thirty calendar days in the period **of** layoff has expired **except** that **if** an employee, during such waiting period, is recalled to work for a total of less than five working days the said **30-day** waiting period will not be interrupted as a consequence thereof. Each period of layoff will require a new **30-** day waiting period in order to establish eligibility for a severance payment except that once an employee has been on layoff for more than thirty calendar days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for a severance payment upon **layoff** within such ninety days;

Note: **An** employee subject to item (i) **above** may claim weekly layoff benefits pursuant to Article **4.1(i)(b)** of the Job Security Agreement concerned pending expiration **of** the **30-day** waiting period provided in item (i) above.

- ii) He **has** exercised full seniority rights on his basic seniority territory as provided for in the relevant collective agreement, except as otherwise expressly provided in Article **4.1(iii)(a)** and 4.1(iii)(c) of the Job Security Agreement.
- iii) Notwithstanding the provisions of Article 4.13 to the contrary, the severance formula for an individual claiming a severance payment under the provisions of this Article 4.14 is as **follows**:

For each year of Cumulative Compensated Service or major portion thereof calculated from the last date of entry into the Company's service as a new employee, an employee will be allowed credit weeks as follows:

For each of the first ten years - one week's pay;

For the eleventh and subsequent years of service - two weeks' pay.

- iv) **An** employee choosing to sever during the second full month following his lay-off will have his severance entitlement reduced by 35 % if he has less than eight years of service and a further monthly reduction of 15 % for the third and subsequent months, **An** employee **with** eight or more years of **service** will have his severance entitlement reduced by 8 % if he chooses to sever during the second full month following his **lay-off** and a further monthly reduction of 3 % for the third and subsequent months.



## ARTICLE 5 - TRAINING

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5.1 **An**, employee who has Employment Security under the provisions of Article 7 of this Agreement, who has his position abolished and is unable to hold work due to a lack of qualifications, will be trained for another position within his seniority group and, failing that, will be trained (if necessary) in order to fill a position in keeping with the provisions of Article 7. Training (if necessary) will be provided for a position for which he has the suitability and adaptability to perform the duties of that position. Such employee will receive the 40 hour straight time pay associated with his last Railway classification during his period of training, (hourly rated employees, 40 times the basic hourly rate; seasonal employees, 100% of the average weekly earnings over the eight weeks preceding lay off).

5.2 **An**. employee who does not have Employment Security under the provisions of Article 7 and has two or more years of Cumulative Compensated Service and:

- a) has been laid off or who has been advised that he may be laid off and **who** is, or will be, unable to hold other work on the Railway because of lack of qualifications, or,
- b) will be adversely affected by a notice served pursuant to Article 8 of this Agreement requiring **an** employee to relocate or suffer a **substantial** reduction in his rate of pay,

will be considered for training for another position within or without his seniority group, providing he has the suitability and adaptability to perform the duties of that position and provided he has indicated a willingness to work in the job for which he may be trained whenever vacancies exist.

5.3 At the option of the Company such training may be:

- a) at **training** classes conducted by **qualified** Railway personnel;
- b) at classes conducted by an approved training agency.

The type of training for which. an employee may apply must:

- i) qualify the employee for a recognized **Railway** position;
- ii) offer a likelihood of employment on the Railway on completion of the training period in a position for which the employee has been qualified; or

- iii) in the case of employees with 20 or more years of Cumulative Compensated Service, include the possibility of qualifying the employee for employment within or **without** the Railway industry.
- 5.4 An employee covered by the provisions of Article 5.2 will receive 80 per cent of the 40 hour straight time: pay associated with his last Railway job classification during his period of training (hourly rated employees, 40 x the basic hourly rate; seasonal employees 80 per cent of average weekly earnings over the eight weeks preceding layoff). In addition, he will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.,
- 5.5 Should an employee covered by the provisions of Article 5.2 be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without forfeiture of pay or seniority rights,
- 5.6 Notwithstanding any agreement to the contrary, the Railway may require an employee who has completed a training program to take a position for which he has been trained.
- 5.7 In addition the Company, where necessary and after discussion with the Union signatory to this Agreement, will provide classes (after work or as arranged) to prepare presently **employed** Railway employees for upgrading, adaptation to technological change and anticipated **new** types of employment on the Railways. The cost of such retraining will be borne by the Company.
- 5.8 Upon request, the **subject** of training of an employee or groups of employees under any of the above provisions shall be discussed by the General Chairman or equivalent and the appropriate **officer** of the 'Railway either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 8 or as retraining under Article 5.7 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Railway service, the necessity for retraining or the suitability and adaptability of an employee for training, may be progressed to arbitration in the manner provided in Article 2.10 or Article 2.11, as the case **may** be.

**ARTICLE: 6 - RELOCATION EXPENSES**

**6.1** To be eligible for relocation expenses an employee:

- (a) must have been laid off or displaced, under condition; where such layoff or displacement is likely to be **of** a permanent nature, with the result that no work is available at his home location and, in order to hold other work on the Railway, such employee is required to relocate; or
- (b) **must** be engaged in work which has been transferred to a new location and the employee moves at the instance of the Company; or
- (c) must be affected by a notice which has been issued under Article 8 of this Agreement and he chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 8 of this Agreement **and** such relocation takes place in advance **of** the date of the change, provided this will not result in additional moves being made; or
- (d) **must** have Employment Security and be required to relocate to have work under the provisions of Article 7 of this Agreement.

**6.2** (a) In addition to fulfilling at least one of the conditions set **forth** above, the employee:

- (i) **must** have two years' Cumulative **Compensated** Service; and
  - (ii) must be a householder, **i.e.**, one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and
  - (iii) must establish that it is impractical for him ~~to~~ commute daily to the new location by means other than **privately-owned** automobile.
  - (iv) must be required to travel an additional 25 miles from his residence to his new location.  
(DOES **NOT** APPLY TO 6.10(b).
- (b) Effective August 1, 1995, an employee who qualifies for relocation benefits under this Article as per above and who is affected by an Article 8 Notice and has Employment Security, may elect in lieu of the relocation benefits provided elsewhere in this Article, a lump sum payment as follows:

	Within the Region	On the System
for a home owner	\$25,000	\$50,000
for a renter	\$14,000	\$29,000

Note: **An** employee who is eligible for benefits under Article 6.9 of this Agreement and who is affected by an Article 8 Notice and has ES, may elect in lieu to receive the lump sum payment for a renter as specified above.

### Relocation Benefits

- 6.3 Payment of door-to-door moving expenses for the Eligible Employee's household goods and his automobile including packing and unpacking, insurance and up to one month's storage; the **mode** of transportation to be: determined by the Company.
- 6.4 An allowance of up to \$750 for incidental expenses actually incurred as a result of relocation.
- 6.5 Reasonable transportation expenses from his former location to his new location by rail, or if authorized, by bus or **employee-owned** automobile, and up to \$190 for an employee without dependents, and that an additional amount of \$80 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.
- 6.6 Upon authorization, an employee may drive his automobile to his new location at an allowance per kilometer (or per mile) as specified in the current Collective Agreement.
- 6.7 In order to seek accommodation in his new location **and/or** to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive **calendar** days). Payment for such leave shall not exceed one week's pay at his regular weekly rate. For other than weekly rated employees, 5 basic days' or 40 hours' straight-time pay shall constitute one week's pay.
- 6.8 (a) **Except** as otherwise provided in Article 6.8 (c), reimbursement of up to \$12,000 for loss sustained on the sale of a relocating employee's private home which he occupied as a year-round residence. **Loss** sustained is determined as the difference between the value determined at the **outset plus** any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, 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 Article 6.12 - Appraisal Procedure.
- (c) Notwithstanding the provisions of Article 6.8 (a):
  - (i) **should** a change take place involving relocation of Railway employees whereby the number of homes being listed for sale by such Railway employees represent 15 per cent or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Article 6.12 - Appraisal Procedure. The number of Railway employees homes referred to above shall, for the purpose of establishing the 15 per cent, include the homes of all Railway employees that are being offered for sale as a result. of and at the time of the change; or
  - (ii) should a change occur **involving** relocation of Railway employees covered by this Agreement as well as Railway employees covered by other Collective Agreements, the maximum amount of \$12,000 specified in paragraph (a) of this Article 6.8 shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other Collective Agreement.
- (d) **An Eligible Employee** who desires to sell his house and receive any benefit to **which** he may be entitled under Article 6.8 must advise the Company's officer concerned **accordingly within** twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article 6.8 if the house is not listed for sale within **sixty** 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 Article: 6.8 must be **made** within twelve months of the final determination of value.

Note: Notwithstanding other provisions of Article 6.8, special cases of loss on sale of homes may be submitted to the Committee for adjudication, but such special cases shall not be subject to arbitration.

- 6.9** Payment of the cost **of** moving a **wheeled** mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$6,000. Receipts shall be required

Note: An employee who is eligible for benefits under Article 6.9 of this Agreement and who is affected by an Article 8 Notice and has ES, may elect in lieu to receive the lump sum payment for a renter as specified in Article 6.2(b).

- 6.10 ( a ) If an employee who is eligible for moving expenses does not wish to move his household to his new location he may opt for a monthly allowance of \$190 which will be payable for a maximum of twelve months from the date of transfer to his new location. **Should** an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation. An employee who elects to move his household effects to a new ~~location~~ during the twelve-month period following the date of his initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his relocation.
- (b) If an employee must travel more than an additional 15 miles but less than an additional 25 miles from his residence to the new work location, such employee will be entitled to a **monthly** allowance of \$190 which will be payable for a maximum of twelve months ~~from~~ the date of transfer to his new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he shall continue to receive the monthly allowance referred to above but subject to the aforesaid twelve-month limitation.
- 6.11 (a) Alternatively to Article 6.8, 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, will be paid. 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.
- (b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. **Such** prior approval will not be unreasonably withheld.

#### **APPRAISAL PROCEDURE**

- 6.12 When an Eligible Employee desires to sell **his** home, under the provisions, of Article 6.8 (b) of this Agreement, the following procedure will apply:
- (a) In advising the Company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in sample form attached, including his opinion as to the fair market value of his house.

- (b) **This** fair market price of the house shall be the price determined as of a date **sufficiently** prior to the date of the change in order that the fair market value will be unaffected thereby.
- (c) Within **15** working days from date of receipt **of** employee's advice of his desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Article 6.8 (a) of **this** Agreement.
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter **through** joint conference of the **officer** and the employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within **5** working days from date of **advice** to **employee** concerned as referred to in Article 6.12(c).
- (e) If such **joint** conference does not resolve the **matter**, then within **5 days** from the date of the **final** joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Agreement, and such price shall be binding on both parties.
- (9) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 6.12 (e), If they are unable to agree, then the Minister of Labour shall be **requested** to appoint such **an** independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appraisal Procedure, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees **and** expenses of any appraiser appointed in **accordance** with Articles 6.12 (e) or (f) **shall** be paid by the Company.

Note: In the **event** an employee 'desires to sell his home at a price which is less **than** the fair market value as determined by the provisions of this Appraisal Procedure, the Company will be given the right in priority to everyone else to purchase the home.

**PARTICULARS OF HOUSE TO BE, SOLD**

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_  
                    NO.                      Street

\_\_\_\_\_  
City-Town                      Province                      Postal Code

Type of House, i.e. Cottage-    -    -  
  Bungalow-                      -    -  
  Split Level-                     -    -

Year Built:                      -

No. of Rooms:                      -                      Bathrooms:                      -                      -

Type of Construction \_\_\_\_\_  
(i.e. brick, veneer, **stucco**, clapboard):

Finished ~~Basement~~: Yes-    -  
  No    -    -

Type of heating-                      -    -    -    -  
(i.e., **oil**, coal, gas, **electricity**)

Garage: Yes,                      -    -  
  No    -    -

Size of Lot:                      -    -    -    -

Fair Market Value: \$ \_\_\_\_\_

Other Comments \_\_\_\_\_  
\_\_\_\_\_

Date:    - / - / -

Signature: \_\_\_\_\_



## ARTICLE 7 - EMPLOYMENT SECURITY (ES)

- 7.1 Except as provided in Article 7A, subject to the provisions of this Article and in the application of Article 8.1 of this Agreement, **an** employee will have Employment Security (ES) when he has completed 8 years of Cumulative Compensated Service (CCS) with the Company. An employee on laid-off status on July 9, 1985 will not be entitled to ES under ~~the~~ provisions of this Agreement until recalled to service.
- 7.2 (a) **An employee** who has ES under the provisions of this Article who **is** subjected to lay-off or continuing lay-off as the result of a change introduced through the application of Article 8.1 of the Job Security Agreement shall be eligible for ES payments ~~from~~ the Employment Security Fund (ESF) established pursuant to Appendix "E".
- (b) ES payments shall be 90%, unless subsequently modified, of the employee's basic rate of **pay** minus all regular deductions including union dues, paid out of the **ESF**. If **an employee** is eligible for Unemployment Insurance (UI), the **UI** shall be topped up to represent 90%, unless subsequently modified, of the employee's basic rate of pay from the **ESF**, subject to SUB registration with Human Resources Development Canada. All benefits while an employee is on ES shall be **maintained**, paid out of the **ESF**, as if the employee were actively employed by the **Company**.
- (c) Employees eligible for bridging **or** early retirement shall not be entitled to ES **benefits** other than those provided for in Article 7.14, Option One and Two.
- 7.3 (a) An **employee** who has Employment Security under the provisions of this Article and who is affected by a notice of change issued **pursuant** to Article 8.1 of the Job Security Agreement, shall be: required to do the following, on an ongoing **basis**, provided the employee is qualified **or** can be qualified in a reasonable period **of** time, in order to protect his ES:
- (1) exercise his seniority rights on his Basic Seniority Territory (BST) in accordance with the terms of the collective agreement;
  - (2) fill an unfilled permanent vacancy at the headquarters of the employee in a position represented by the **BMWE** in which the employee in question does not have previously established seniority;
  - (3) fill **an** unfilled permanent vacancy on the BST of the employee in a position represented by the **BMWE** in which the employee in question does not have previously established seniority;

- 10d
- (4) fill an unfilled permanent vacancy on the Region of the employee in a position represented by the **BMWE** in which the employee in question **does** not have previously established seniority;
  - (5) exercise seniority on the Region to displace the junior employee holding a permanent position in the classification from which affected at the time of the Article 8 notice. If unable to do so, then, he must displace the junior employee holding a permanent position in any other classification in which he holds previously established seniority. Such employee shall be required to accept recall on his former BST only when permanent work is available. Failure to do so shall result in forfeiture of Employment Security and all seniority on his former BST. In the application of this article, the affected employee shall carry **the** seniority dates from his previous seniority territory in the classification into which he displaced and all lower classifications or groups;
  - (6) exercise consolidated seniority on the Region in accordance with Appendix C.

(b) **An** employee who has ES under the provisions of this Article and is unable to hold a position in accordance with Article 7.3 (a) shall be required to exercise the following options provided the employee is qualified or can be qualified in a reasonable period of time to fill the position involved. In filling vacancies, **an employee** who has **ES** must exhaust such available options, initially on a local basis, then on his basic seniority territory, then on the Region:

- (1) fill an unfilled permanent vacancy within the jurisdiction of another bargaining unit.
- (2) there being none:, fill an unfilled permanent vacancy in a position which is not covered by a collective **agreement**.

Note 1: In the application of this Article 7.3 (b) **and** notwithstanding the provisions of the **Collective** Agreement to the contrary, **an** employee who **has** ES while employed outside the **BMWE** bargaining unit shall continue to **accumulate** all seniority in the **BMWE**. Employees who have taken permanent vacancies outside the **BMWE** bargaining unit shall be required to accept recall only to a permanent **position** which his seniority permits him to hold within the **BMWE** bargaining unit on his **BST**. If an employee refuses to accept such recall he will forfeit all entitlement to ES and **will** forfeit his seniority within the **BMWE**.

Note: 2: In the application of this Article 7.3(b), employees on ES shall be ranked for seniority purposes by cumulative compensated service (CCS) regardless of bargaining unit. Vacancies shall be offered to employees on ES status in all bargaining units, in order of CCS, but only the most “junior” (in terms of CCS) shall be required to take the position, first at the location, then on the BST, then on the Region.

- (c) **An** employee who has ES under the provisions of this Article and is unable to hold a position in accordance with Article 7.3(a) or (b), shall be required to fill unfilled temporary or seasonal vacancies, on the Region, in positions represented by the **BMWE**. Reasonable expenses will be paid for vacancies off of the BST. Reasonable expenses will also apply to temporary assignments of under 45 days on the BST.
- (d) in the application of this Article 7.3 unfilled permanent, **temporary or** seasonal vacancies shall mean vacancies which occur after all bulletining and recall provisions of the relevant Collective Agreements have been exhausted.
- (e) An employee who accepts a permanent vacancy outside the **BMWE** bargaining unit, **but** within the Company and is unable to hold **work** as a result of a **Technological**, Organizational or Operational or a Material (running trades) change within five years will revert back to ES under this plan.

#### 7.4 Temporary ‘Work Outside the Bargaining Unit within the Company

- (a) In order to be: entitled to ES, an employee shall be required to take temporary work, **subject** to qualifications, within 35 miles of his **home location** in any bargaining unit as well as positions which are **not** covered by a collective **agreement**. **For** purposes of application of this provision employees on ES at each location shall be ranked for seniority purposes by CCS.
- (b) These must be vacancies which **occur** after all bulletining and recall provisions **of** the relevant Collective Agreements have been exhausted.
- (c) **An employee** accepting a vacancy pursuant to this article 7.4 shall continue to accumulate seniority. **An** employee who has taken a vacancy outside the **BMWE** bargaining unit will only be required to accept **recall** to a permanent position **which** his seniority permits him **to** hold within the **BMWE** bargaining unit on his basic seniority territory. If an employee refuses to accept such recall he shall forfeit all entitlement to ES and shall forfeit his seniority in the **BMWE**.
- (d) **Should** a vacancy arise at a time when several members are on ES status, the ‘vacancy shall be **offered** to the employees on employment security in order **of**

CCS. Only the most "junior" (i.e. in years of CCS) shall be required to accept the vacancy.

- (e) An employee who accepts a vacancy pursuant to this Article 7.4 shall be compensated at his ES rate or the established rate for the vacancy, whichever is higher. Any top-up required will be paid from the ESF.

## 7.5 Employment Outside the Company

- (a) An employee on **ES** status shall be required to take work outside CP Rail, within 35 miles of his home location in accordance with the provisions set out in this Article. The ES Plan Administrator, as part of his mandate, shall identify and make such job opportunities available to employees on ES status.
- (b) **An employee** accepting employment pursuant to this Article 7.5 shall report all salary and benefits received from such. These amounts shall be deducted from ES payments made from the ESF.
- (c) **An employee** accepting employment pursuant to this Article 7.5 shall not be subject to call for temporary vacancies by the Company on those days that he is employed by the outside Employer. When such employee is working for an outside employer on a less than 5 day per week basis, he shall not be called by the Company on a frequency that would result in his **working** a total of more than 5 consecutive days in a calendar week. Such employee shall, however, be subject to recall, pursuant to the provisions of this Agreement, for permanent vacancies on his former BST. An employee failing to answer recall shall forfeit all entitlement to ES and shall forfeit his seniority within the **BMWE**.
- (d) An employee locating outside employment independently of the Plan Administrator may accept such employment provided he reports all earnings.
- (e) **An employee** whose outside employment is terminated shall forthwith advise the Plan Administrator and the Company and shall revert to his former status, and shall forthwith resume his obligations pursuant to this Article 7.
- (f) Employees **who** do not accept employment **opportunities** or employees who do not declare outside earnings pursuant to this Article 7.5 shall forfeit ES.
- (g) With the concurrence of the Administrative Committee, an employee may take work outside the Company which requires relocation. In that event relocation benefits will be available pursuant to the provisions of the **Job Security Agreement**.

- 7.6 **An** employee who has ES and who fails to comply with the provisions of this Article 7 will lose his ES. Such employee shall, however, be entitled to such other benefits under this Agreement for which he is eligible.
- 7.7 If an employee having eight years or **more** of **CCS** is laid off for **any** reason, then upon request **from** the General Chairman or **other** designated officer, full information regarding the reason for layoff or continuing layoff shall be supplied to him promptly by the appropriate Company officer. If he requests a meeting to discuss this matter, it will be arranged at a mutual convenience without undue delay.
- 7.8 **An** employee shall not be required to relocate if he has within the preceding 5 years been required to relocate under the provisions of the ES plan or has voluntarily elected to transfer with **his** work. This protection will not apply if the employee is eligible, or becomes eligible, for bridging or early retirement benefits.
- 7.9 **An** employee with employment security who has exhausted maximum seniority at his/her home location may displace in keeping with his seniority elsewhere on his basic seniority territory or on the region pursuant **to the** provisions of this Article 7. However, such employee will not be required to **displace** beyond his home location if this would result in a junior employee being placed on ES status. **An** employee exercising this option shall not forfeit ES providing he otherwise maintains eligibility.
- 100 7.10 **Should** a lay-off occur which does **not** require a notice pursuant to Article 8.1 of the Job Security Agreement, the affected employee(s) shall be permitted to displace the junior employee(s) on ES status at the location, if any, for the duration of such lay-off. The junior employee(s) displaced from ES status as a result of the application of this provision, will be **laid** off and **entitled** to the other benefits contained within the Job Security Agreement, subject to eligibility. When senior employees are recalled to work the junior employees previously reduced from ES to lay-off status, provided that they continue to be on lay off, shall resume their ES status.
- 7.11 **An** employee on ES, **called** to work outside **his** bargaining unit will revert to ES status at the termination of such **work**, provided he has exercised his obligations to hold work pursuant to the ES rules. **Additionally**, when an employee is recalled to work within his own seniority classification and **where the** nature of that work is that it is expected to be of a defined **term** or a special **project of any kind** then, at the termination of such work, provided he has exercised his obligation; to work pursuant to the ES rules he shall revert to ES status.
- 7.12 Where **an** employee is recalled **within** his own bargaining unit on account of **an** apparently permanent increase in workload, and where such workload increase turns out to be temporary, and **there is a consequent** staff reduction within one year of the original recall, the employee will revert back **to ES** status. It is understood that in the application of this provision, the number of individuals going onto ES status following a staff

reduction will be no greater than the numbers recalled initially from ES status as a result of the increase in workload.

- 7.13 Employees may fill unfilled vacancies beyond the Region. Where an employee fills a permanent vacancy outside the Region such employee will be entitled to system relocation **benefits**.
- 7.14 The following options shall be made available to employees entitled to ES protection who are: affected by an Article 8 change and who are unable to **hold** a permanent position after having exercised the requirements set-out above in this Article 7. These options shall **also** be made available to employees who, as a result of choosing an option, would enable an employee with ES protection to hold a permanent position. The Company and the Union may agree to offer options to employees in advance of the implementation of a change pursuant to an Article 8 notice when it is determined that such a change will result in employees with Employment Security protection being unable to hold a permanent **position** within CP Rail. These options shall be provided at Company expense; that is, they shall not be charged against the ESF.

OPTION ONE

- (a) **An** Eligible Employee who is also eligible for Early Retirement under the Company's Pension Plan, shall be entitled to receive a monthly separation allowance until the age of 65 which, when added to his Company pension, shall give him an amount equal to a percentage of his average **annual earnings** over his best five-year period, **as** defined under the pension rules., in accordance with the following formula:

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

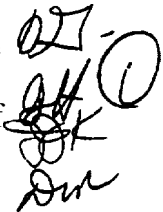
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- (b) **An** employee who elects to be covered by the provisions of this Option One shall be entitled to have his Group Life Insurance and Extended Health and Vision Care benefits

continued fully paid by the Company until age of normal retirement, at which time he shall be provided a Paid-up Life Insurance Policy, fully paid by the Company in an amount equal to that in effect in existing Collective Agreement.

- (c) The separation allowance shall cease upon the death of the employee who dies before reaching the age of sixty-five **(65)**.
- (d) An employee entitled to the separation allowance as hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- (e) An employee **who** elects benefits under this Option One will not be entitled to any other benefits provided elsewhere in this Agreement.

#### OPTION TWO

- (a) An Eligible Employee: with ES who is at least fifty **years** of age and who will be eligible for Early Retirement under the Company's Pension Plan within five (5) **years** will be entitled to a bridging benefit as defined herein. **An** employee who is within **five** <sup>years</sup> ~~years~~ of normal retirement (age **65**), but who is not eligible for early retirement without reduction, shall be entitled to benefits under this Option Two. 
- (b) An employee who elects to be covered by the provisions of this Option Two shall be paid on the same **bi-weekly** basis as he **was** paid while on active service with the Company. Normal deductions covering pension, income tax, union dues, etc., shall be made in the usual manner. In the application of this Option Two, it is understood that active employment is severed and the employee shall not be entitled to future wage adjustments.
- (c) An employee covered by the provisions of this Option Two will be **compensated** on the basis of **65 %** of the Basic **Weekly** Rate of pay of the Permanent Position held at the time the employee elects the provisions of this Option Two.
- (d) An employee covered by the provisions of this Option Two shall, at the time he qualifies for early retirement under the Company's Pension **Plan**, **also** be entitled to a separation allowance in accordance with the terms **contained** in Option One of this Agreement.
- (e) An **employee** covered by the provisions of this Option Two, while on the bridging plan, shall accumulate credit for pension eligibility purposes **and** pension contributions will continue to be made.
- (f) An employee who elects to be covered by the provisions of this Option Two shall be entitled to have his Group Life Insurance and Extended Health and Vision Care benefits

fully paid by the: Company until he qualifies for normal retirement, at which time he shall be provided a Paid-up Life Insurance Policy, fully paid by the Company in an amount equal to that in effect in existing Collective Agreement. The employee will also be 'covered by the provisions of the Dental Plan fully paid by the Company. This Dental coverage, however, will only remain in effect until ~~the~~ date of the employee's early retirement.

- (g) An employee **who** elects to be covered by the provisions of this Option Two shall at the time of so electing, **make** an **irrevocable** application for bridging and early retirement to the appropriate Company officer and, except as provided in **this** Option Two of this Agreement, he will not be entitled to any other benefits **provided** elsewhere in this Agreement.
- (h) All payments under Option Two shall **cease** upon the death of the employee.

### OPTION THREE

- (a) An Eligible **Employee** who is not eligible for a benefit payment pursuant to Options One or Two may, upon submission of formal resignation from the Company's service, claim a severance payment of **\$65,000** plus annual CPI adjustment effective **August 1, 1996** and August 1, 1997.
- (b) An employee who elects to be covered by the provision; of Option Three shall be entitled to have his Group Life Insurance and Extended Health and Vision Care benefits fully paid **by** the Company **for one year**.
- (c) An employee who elects benefits under this Option Three will **not** be entitled to any other benefits provided elsewhere in this Agreement.
- (d) In no event shall the amount of benefit provided under this Option Three exceed the straight earnings that **an** employee would have earned on the position permanently held at the time the employee elects this benefit had such employee continued to work until age 65.

### OPTION FOUR

- (a) Notwithstanding anything in the Collective Agreement to the **contrary**, an Eligible Employee choosing this option may be provided with a leave of absence for a period of up **to** three years while **attending** an **educational-training** program as **mutually** agreed to by the Company **and** the Union. During the duration of the **program**, such employee shall receive **90%** of his basic **weekly** rate of pay applicable to the position permanently held at the time of the change **Tess** all regular deductions including Union dues.



- 7D
- (b) Tuition and books for the program will be paid by the Company.
  - (c) Employees will be subject to be called to work while not attending courses.
  - (d) All outside earnings **during** this period of **leave** will be deducted from the employee's pay. Upon **completion**, the **employee** shall forfeit his seniority and entitlement to ES.
  - (e) **An** employee may resign **within** one year of commencement. of the program and **receive** severance less any -payments made by the Company, or the ESF, while in the program.

**ARTICLE 7.A - EMPLOYMENT SECURITY FOR EMPLOYEES COMMENCING SERVICE ON OR AFTER MAY 1, 1992**

7.A.1 Notwithstanding the provisions of Article 7, employees commencing service on or after May 1, 1992 will have employment security after completion of **fourteen** years of cumulative compensated service with the Company.

7.A.2 **An** employee covered by Article 7.A. 1 above having attained at least eight years, but less than fourteen years, of cumulative compensated **service**, who is affected by a Technological, Operational or **Organizational** change resulting in lay-off, will be covered by the following provisions:

10m .A supplemental unemployment benefit in **accordance** with the provisions of Article 4 of this Agreement with an amount equal to **90%** of the individual's basic **weekly** rate at the time of lay off.

Benefit duration will be equal to six years or the period from **date** of lay-off to date of recall to work, whichever is the lesser.

The benefit referred to above will be available if the employee is unable to hold work as provided for in Article 4 of this Agreement and **is** unable to hold work pursuant to the employment security provisions of this Agreement which do not require relocation.

7.A.3 The provisions of Article 7 not in conflict with this Article 7.A will apply to employees covered by this **Article**.

**ARTICLE 8 - TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL CHANGES**

- Ha
- 8.1 The Company will not put into effect any Technological, Operationa. or Organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the General Chairman representing such employees or such other 'officer as **may** be named by the Union concerned to receive such notices. In any event, not less than 120 days' notice shall be given, with a **full** description thereof and with appropriate **details** as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
- 8.2 When a notice is issued under Article 8.1 and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the General Chairman, or such other officer as may be named by the Union concerned, and **employees** involved explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.
- 8.3 When the implementation of a Technological, Operational or Organizational change is delayed or is to 'be delayed at the instance of the Company in excess of thirty **calendar days**, a new notice as per Article 8.1 shall be given.
- 8.4 Upon request the parties shall negotiate on items, other than those specifically dealt with in **this** Agreement with a view to **further** minimizing the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matters as may be appropriate in the circumstances, but shall not include any item already provided for in this Agreement.
- 8.5 If the above negotiations do not result in mutual agreement within thirty calendar days **of** the commencement of such negotiations, or such other period of time as may be agreed upon. by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and the Union.
- 8.6 If the Board of Review is unable to **resolve** the differences within a fixed period of time to be determined at the commencement of its meetings, or, some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to arbitration in **the manner provided in** Article 2.10 or 2.11, **as** the case may be. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the **change**, which right the Unions acknowledge, and shall be confined to items not otherwise dealt with in this Agreement.

- 8.7 In addition to all other benefits contained in this Agreement which are applicable to all Eligible Employees, the 'additional benefits specified in Article 8.9 are available to employees who are materially and adversely affected by Technological, Operational or Organizational changes instituted by the Company.

### Maintenance of Basic Rates

- He 8.8 An employee whose rate of pay is reduced by \$2.00 or more per week, by reason of being displaced due to a Technological, Operational or Organizational change,, will continue to be paid at the basic weekly or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he
- (a) first accepts the highest-rated position at his location to which his seniority and qualifications entitle him; or
  - (b) if no position is available at his location, he accepts the highest-rated position on his Basic Seniority Territory to which his seniority and qualifications entitle him. The maintenance of basic rates, and four-week guarantees, if applicable, will continue until:
    - (i) The dollar value of the incumbency above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases **applied** on the basic rate of the position he is holding erase the incumbency differential; or
    - (ii) the employee fails to apply for a position, the basic rate of which is higher by **an** amount of \$2.00 per week or more than the basic rate of the position which he is presently holding and for which he is **qualified** at the location where he is employed; or
    - (iii) the employee's services are terminated by discharge, resignation, death or retirement.

In the application of (ii) above, **an** employee who fails to apply for a higher-rated position, for **which** he is qualified, will be considered as occupying such position and his incumbency shall be reduced correspondingly. In the case of a temporary vacancy, his incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 8.9(b) (i) follows:

Date	Basic Rate	Incumbency Level
<b>Oct. 1, 1995</b>	<b>\$500.00</b>	<b>\$550.00</b>
Jan. 1, 1996 (2% inc.)	510.00	560.00
Jan. 1, 1997 (3% inc.)	<b>525.30</b>	<b>575.30</b>
Jan. 1, 1998 (3% inc.)	<b>541.05</b>	<b>591.05</b>
Jan. 1, 1999 (3% inc.)	557.28	591.05
Jan. 1, 2000 (3% inc.)	<b>573.99</b>	<b>591.05</b>
Jan. 1, 2001 (3% inc.)	591.20	Incumbency disappears

For the purpose of this Article 8.9, the basic rate of a position paid on a four-week guarantee basis shall be converted to a basic rate on a forty-hour week basis.

Example - Four-Week Guarantee\*

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. Inasmuch as his guarantee represents \$1,890.00 per four-week period, his basic weekly rate shall be considered as \$472.50 and his basic hourly rate shall be considered as \$11.81.

**ARTICLE 9 - GOVERNMENT ASSISTANCE PROGRAMS**

- 9.1 All payments under this Agreement are to be reduced in whole or in part in each case by any amount payable for the same purpose under a Government Assistance Program.**

## **ARTICLE 10 - SEASONAL EMPLOYEES**

- 10.1 Seasonal employees are defined as those who are employed regularly by the Company but who normally only work for the (Company during certain seasons of the year. Articles 4 and 8 of this Agreement shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the **recognized** seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized **seasonal** working period, the seven-day waiting period **provided** for in Article 4.1 (i)(b) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the recognized seasonal working period, the seven-day waiting period will begin on the commencement **date of** the recognized seasonal working **period**. Seasonal employees and recognized seasonal working periods shall be as defined in Memoranda of Agreement signed between the Company and the affected Unions signatory thereto.

**ARTICLE 11 - CASUAL AND PART-TIME EMPLOYEES**

- 11.1 Casual **and** part-time employees are those who work casually on **an** as-required basis from day to day; including those who work part days as **distinguished from** employees who work on regular or regular seasonal positions.
- 11.2 Casual and part-time employees are entirely excluded from the provisions of this Agreement.



**ARTICLE 12 - NON-APPLICABILITY OF SECTIONS 52, 54, AND 55, PART I AND SECTIONS 214 TO 226 INCLUSIVE OF PART III OF THE CANADA LABOUR CODE**

- 12.1 The provisions of this Agreement are intended to assist employees affected by any technological change to adjust to the effects of the ~~techr.~~ological change and Sections 52, 54 and 55, **Part I**, of the Canada Labour Code do not apply.
- 12.2 The provisions **of** this Agreement are intended to **minimize** the impact of termination of employment on the **employees** represented by ~~those~~ Unions party to this Agreement and are intended to assist those employees in obtaining other employment and Sections 214 to 226 **of** Part III **of** the Canada Labour Code do not apply.

ARTICLE **13** - AMENDMENT

- 13.1** The parties hereto may at any time during the continuance of this **Agreement** amend its provisions in any respect by mutual agreement.

## ARTICLE 14 - COMMENCEMENT

- 14.1 Except as otherwise **provided** in this Agreement, increased benefits under this Agreement **will come** into **effect** on June 1, 1995.

The **improvements** to Article 6 benefit amounts, other than those contained in Article **6.2(b)**, will **come** into effect on June 1, 1995, in regard to employees adversely affected on or after that **date**.

The benefit contained in Article **6.2(b)** will apply effective August 1, 1995.

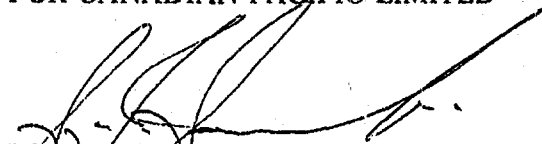
ARTICLE: 15 - DURATION

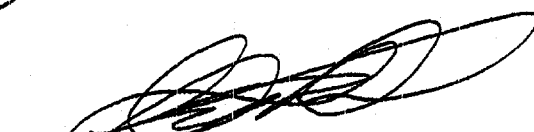
15.1 This Agreement shall remain in effect until revised in the manner and at the time provided for in respect of the revision of the Master Agreement which is current from time to time.

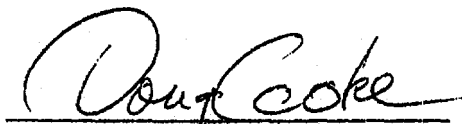
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 12th day of October, 1995, at Montreal, Quebec.

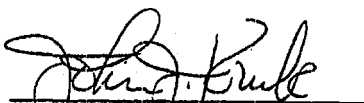
FOR CANADIAN PACIFIC LIMITED


FOR THE UNION:


  
Director, Labour Relations

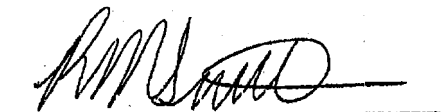
  
Vice-President


  
Manager, Labour Relations

  
System Federation  
General Chairman

  
Manager, Benefits

  
Federation General Chairman

  
Labour Relations Officer

  
Assistant Labour Relations Officer

APPENDIX " A

<b>ORGANIZATION</b>	<b>AGR.#</b>	<b>CLASSIFICATION</b>	<b>LOCATION</b>
Brotherhood of Maintenance of Way Employees	41	Employees in Track & B&B Department	Lines in Canada
	42	Extra Gang Labourers	Lines in Canada
		Employees in Rail Yards Frog <b>Reclamation</b> Plants	tines in Canada
		Operators, Assistant Operators and Helpers of Power Machines Employees, Work Equipment Repair Shops	tines in Canada
		Employees in Rail <b>Butt</b> Welding	Lines in Canada

APPENDIX "B"

CANADIAN NATIONAL RAILWAYS  
CP RAE

March 31, 1971

Mr. R.C. Smith,  
Chairman  
Associated Non-operating Unions  
550 Sherbrooke Street West  
Montreal, Quebec

Dear Mr. Smith

Implementation of Canadian Transport Commission **Decisions**

In the event the Company issues a notice under Article 8 of the Job Security Technological Change Agreement relating to a proposed change which requires the proposed implementation date of such change be delayed on account of the Canadian Transport Commission approval not having been received in sufficient time, the Union officers involved may review with the appropriate Company officers the new implementation date proposed if he is of the opinion that the revised date might have adverse effects on the employees involved.

Should any dispute arise out of this review, it may be submitted to the Administrative Committee for adjudication. In such instances, however, the arbitration provisions of the Job Security, Technological Change Agreement will not apply.

Yours truly,

(Original Sgd.)

**K.L. Crump**  
Assistant Vice-president  
Labour Relations  
Canadian **National** Railways

(Original Sgd.)

J.C. Anderson  
Vice-president  
Industrial Relations  
Canadian Pacific Railway *Co.*

**APPENDIX "C"**

CANADIAN **PACIFIC** LIMITED

OTTAWA, July 29, 1988

Mr. M.L. McInnes  
System Federation  
General Chairman  
Brotherhood of Maintenance  
of Way Employees Union  
1706 **Bank** Street  
OTTAWA., Ontario  
**K1V 7Y6**

**Mr. A.. Passaretti**  
Vice-president  
Brotherhood of Maintenance  
of Way Employees Union  
1708 **Bank** Street  
Suite 1  
**OTTAWA, Ontario**  
**K1V 7Y6**

Gentlemen:

This has reference **to** the award of Arbitrator Dalton L. Larson dated April 11, 1988 concerning the consolidation of seniority units for employment security purposes and Mr. Larson's subsequent clarification of this issue on June 8, 1988.

This letter will confirm **our** understanding that for employment security purposes only:

1. All Atlantic Region employees covered by Agreement 41 and the Supplemental Agreements thereto, will be deemed to have a consolidated seniority date in all **classifications** covered by these Agreements. This date will correspond with the employee's first seniority date in a Maintenance of Way Agreement as referred to above.
2. All Eastern Region employees covered by Agreement 41 and Supplemental Agreements thereto, will be deemed to have a consolidated seniority date in all classifications covered by these Agreements. This date will correspond with the employee's first seniority date in a Maintenance of Way Agreement, as referred to above.
3. All Prairie **Region** employees **covered** by Agreement 41 **and** the Supplemental Agreements thereto, will be {deemed to have a consolidated seniority date in all classifications covered by **these** Agreements. This date will correspond with the employee's **first** seniority date in a Maintenance of Way Agreement, as referred to above.
4. All Pacific Region employees covered by Agreement 41 and the Supplemental Agreements thereto, will be deemed to have a consolidated seniority date in all classifications covered by these Agreements. This date **will** correspond with the employee's first seniority date in a Maintenance of Way Agreement, as referred to above.

5. An employee identified in Items 1 through 4 above, may exercise his consolidated seniority rights for displacement purposes, including the filling of an unfilled permanent vacancy, if he has exhausted his seniority pursuant to Article XII (d) of the Master Agreement dated July 9, 1985 and is still unable to hold work. Failure to do so will result in forfeiture of Employment Security.

NOTE: The filling of an unfilled permanent vacancy will be permitted provided that the employee is qualified or can be qualified in a reasonable period of time.

6. **An** employee who has exercised his consolidated seniority rights into another seniority list contained in Agreement 41 or Supplemental Agreements thereto will be required to accept recall when permanent work is available in his former seniority list. Failure to **do** so will result in forfeiture of Employment Security.
7. **An** employee who has exercised his consolidated seniority rights into another seniority list contained in Agreement 41 or Supplemental Agreements thereto may accept recall for temporary work on his former seniority list. Such employee will have his permanent position advertised as a temporary vacancy. Upon the expiration of the temporary work he **will** be required to return to his permanent position, Failure to do so will result in forfeiture of Employment Security.
8. The provisions outlined in this Letter of Understanding shall operate over any Article in the Collective Agreement to the contrary.

If you are in accord with the above, please so indicate below.

Yours truly,

(Sgd.) D.V. Brazier  
Assistant Vice-President  
Industrial Relations

I CONCUR:

(Sgd.) M.L. McInnes  
System Federation General Chairman  
Brotherhood of Maintenance  
of Way Employees

(Sgd.) A. Passaretti  
Vice-president  
Brotherhood of Maintenance

of Way Employees

NOTE: The reference to Article XII(d) in paragraph 5 of this ~~is~~ Article 7.3(b) in this Agreement.

*J. H. ...*  
*122*



**APPENDIX "D"**

Montreal, April 29, 1992

Mr. A.G. Cunningham  
System General Chairman  
& Secretary  
**Signal & Communications**  
System Council No. 11  
of the IBEW  
Suite 912, 1255 University St.  
Montreal, Quebec  
**H3B 3W4**

Mr. D. J. Bujold  
National Secretary-Treasurer  
Transportation-Communications  
International Union  
Unit # 11  
2285-D St. Laurent Blvd.  
Ottawa, Ontario  
**K1G 4Z7**

Mr. J. Kruk  
System Federation General  
<Chairman  
Brotherhood of Maintenance of  
Way Employees  
2775 Lancaster Road, Suite 2  
Ottawa, Ontario  
**K1B 4V8**

Mr. A. Rosner  
Executive Secretary  
Canadian Council of Railway  
Shopcraft Unions  
Suite 409  
1000 St. Antoine St. W.  
Montreal, Quebec  
**H3C 3R7**

Dear Sirs:

Letter of Understanding **Re;** Timing of a **Technological**  
Operational or Organizational Change

When the Company has issued notice of a technological, operational or organizational change as provided for in Article 8, Clause 8.1, of the Job Security -- Technological, Operational and Organizational Change Agreement, the officer(s) of the Union(s) upon **whom** the notice has been served and whose members are likely to be affected by the **change** may meet with the appropriate officers of the Company with the object of discussing the proposed implementation date of the change.

It is understood **that any** such change in the proposed implementation date would be considered by the Company on the: basis of the possible alleviation of any undue hardship on the employees if the implementation date were to be changed, plus any other factors which might be considered relevant. It is further understood that nothing in this letter restricts the **right** of the Company to implement the change at the time issued **in** the original notice or at any later time that the Company might consider appropriate.

Should any employee undergo any undue financial hardship as the result of the change, the union(s) involved may refer the situation to the Committee of the Job Security - Technological, Operational and **Organizational** Change Agreement for possible consideration as a special case as contemplated under Article 4 of the Agreement.

'Yours truly,

(Sgd.) D. V. Brazier  
Assistant Vice-President  
**Industrial Relations**

(This letter replaces the letters on the same subject of July 9, 1985, March 14, 1986 and May 26, 1989).

APPENDIX "E" (To be **replaced** by formal Trust Fund Agreement)

Appendix "E" will be based on the following principles:

Effective: August 1, 1995, an **Employment Security Fund (ESF)** will be established and shall consist of and be subject to the following conditions:

- i) **An** amount of \$7,500,000 which shall be tax deductible by the Company, will be put in the ESF by the Company as an irrevocable trust on the date the **ESF** is established.
- ii) on a monthly basis effective the **first** of the month following the signing of the agreement, the Company will contribute to the **ESF** an amount equal to **2%** of the gross monthly payroll for all employees represented by the **BMW** in **CP Rail** in Canada;
- iii) on December 1 of each year, starting in **1995**, a contribution of **\$35,000**.
- iv) a contribution of **0.016%** of monthly **payroll** for each employee on **ES** status in excess of **220**. This contribution will be made for the specific period of time such excess employees are on **ES** status;
- v) all income derived from the investments of the Fund;
- vi) the Company's employment security liability will be limited to the lump sum contribution of **\$7,500,000**, the contribution equal **to 2%** of the payroll for all employees represented by the **BMW** in **CP Rail** in Canada, the annual contribution of **\$35,000** as well as any contributions that may be required if and when **the** number of employees on **ES** exceeds **220**.

The Company and the Union will jointly determine rules in regard to the management of the **ESF**.

The Company will pay the salary for an individual appointed by the Union. The functions of this individual will be to find employment for employees on **ES** and to administer the **ESF**. The Plan administrator will advise the parties as to the performance of the **ESF**. Where there is concern as to the performance of the **ESF**, the Plan administrator will meet with the Company and the Union to develop solutions addressing such concerns. Solutions in regard to the **performance** of the **ESF** may include, as an example, modifications to the level of income protection and/or expansion of the obligations on employees to accept employment. Should there be no **agreement** between the **parties** in regard to the legitimacy of the concerns or the proposed solutions, the Plan administrator will refer the matter to binding arbitration.

A **surplus** beyond what is required to fully fund the **ESF**, as determined by the parties, will belong to the employees of the **CP Rail** portion of the **BMW** and may be used as desired.

## CP Rail System

## Réseau CP Rail

MONTREAL, October 12, 1995

**G L Smith**  
Vice-President  
Industrial Relations  
Vice-président  
Relations industrielles

**D V Brazier**  
Assistant Vice-President  
Industrial Relations  
Vice-président adjoint  
Relations industrielles

**M G DeGirofamo**  
Director  
Industrial Relations  
Directeur  
Relations industrielles

**Barbara Mittleman**  
Director  
Employee Relations  
Directeur  
Relations du personnel

**F O Peters**  
**S J Samosinski**  
Directors  
Labour Relations  
Directeurs  
Relations syndicales

**f MacIsaac**  
Manager  
Industrial Relations Research  
Directeur  
Recherche en relations industrielles

Mr. J.J. Kruk  
System Federation General  
Chairman  
Brotherhood of Maintenance of  
Way Employees  
2775 Lancaster Road, Suite 2  
Ottawa, ON K1B 4V8

Dear Sir:

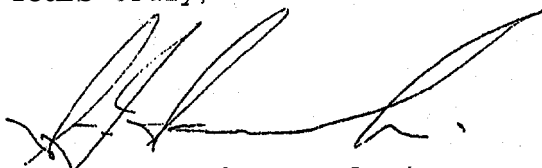
This is to confirm our discussion yesterday concerning the question as to who is included in the determination of 220 ES employees triggering the additional monthly contribution.

During the negotiations leading to the settlement on May 5th, the BMWÉ raised a concern about the Employment Security Fund being viable with a lump sum contribution of \$7,500,000 and an ongoing monthly contribution equal to 2% of BMWÉ gross payroll if the number of employees on ES increased substantially. In determining the appropriate size of the ES Fund, the parties made what were considered reasonable assumptions regarding the potential number of employees on ES, severance, bridging and early retirements as well as work opportunities. However, the parties recognized that the future health of the Company and the actions of ES employees could not be predicted with certainty. As such, it was agreed that a further monthly contribution would be made by the Company in each month where the number of BMWÉ represented ES employees exceeded 220.

In this regard, the Union raised a specific concern as to who would be included as an ES employee in determining the trigger of 220. Given that the purpose of the additional contribution was to ensure the viability of the ES Fund, a BMWÉ represented employee, who secures a permanent position within CP Rail and is not receiving a top-up from the ES Fund, would not be considered as an ES employee for the purpose of determining the 220 trigger.

Conversely, an employee on ES, working a temporary position within CP Rail or working outside of CP Rail pursuant to the requirements of Article 7 of the Job Security Agreement, would be considered as an ES employee for the purpose of determining the 220 trigger.

Yours truly,



Director, Labour Relations

This ~~Extended Health~~ and Vision Care Plan Agreement made the ~~30~~ day of ~~JUNE,~~ ~~1989,~~ ~~cancel~~s and supersedes for the Unions signatory hereto as specified in Appendix "B" to this Agreement? the ~~Extended Health and Vision Care Plan~~ Agreement dated ~~December 10, 1985,~~ between Canadian Pacific Limited and ~~the~~ Unions signatory thereto,

**BETWEEN**

**CANADIAN PACIFIC LIMITED**

(hereinafter called the "Company")

of the First Part

**FIND**

**ASSOCIATED NON-OPERATING RAILWAY UNIONS**

(hereinafter called the "Unions")

of the Second Part.

#### ARTICLE - DEFINITIONS

In this Agreement :

The terms used herein shall have the meanings as hereinafter provided and the words implying the **masculine** gender include the feminine:

- (a) "Admitted Employees" is a group of employees which has been admitted to coverage pursuant to Article VIII.1(d);
- (b) "Canadian Pacific Limited" includes those subsidiary and jointly owned companies for which and on whose behalf Canadian Pacific Limited executed the Master Agreement;
- (c) "Committee" means the Extended Health and Vision Care Plan Administrative Committee appointed pursuant to Article VII;
- (d) - "Dependent (s)" means:
  - (i) the **Eligible** Spouse of an Eligible Employee;
  - (ii) any unemployed dependent children, stepchildren or adopted children ~~of an~~ Eligible Employee:
    - A) under the age of **21** residing with such Eligible Employee ~~or~~ the Eligible Spouse of such Eligible Employee, or
    - B) under age twenty-five if registered as a **full-time** College or University Student, or

A R T I C L E DEFINITIONS (Cont'd)

C) of any age if handicapped and solely dependent upon such Eligible Employee,

but,

(iii) excludes; any person who is covered under this Extended Health and Vision & Care Plan as an Eligible Employee:

(e) "Extended Health and Vision Care Plan" means the benefits and the terms and conditions relating thereto as agreed to for the employees of a Railway and its Dependents as herein defined, which benefits, terms and conditions appear in this Agreement and in Appendix "A" attached;

(f) "Eligible Employee(s)" means an employee of a Railway who is eligible for benefits pursuant to the eligibility requirements of Article III;

(g) "Eligible Spouse" means the person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible 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, as long as such person is residing with the Eligible Employee;

(h) "Master Agreement" means the Master Agreement signed between the Company and the Unions on April 21st, 1989;

A list of the individual collective agreements covered by the above agreement is attached hereto as Appendix "B".

(i) "Railways" means Canadian Pacific Limited and its subsidiaries, joint properties listed in the Master Agreement, and also includes an employer associated therewith, a group of whose employees has been admitted as provided by Article VIII.1(c). For the purpose of this agreement, the Algoma Central Railway is included herein:

(j) "Organization" means the institution which is responsible for the daily administration and operation of the Extended Health and Vision Care Plan.

**ARTICLE II - PAYMENTS**

1. The cost of the Extended Health and Vision Care Plan will be borne by the Company pursuant to the Master Agreement.
2. In respect of Admitted Employees, the cost of the Extended Wealth and Vision Care Plan will be borne in accordance with the collective agreements covering such Admitted Employees. (The cost will be as determined by the Service Organization prior to each calendar year.)

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**ARTICLE II I - ELIGIBLE EMPLOYEE**

1. An employee and his dependents shall become eligible for benefits under the Extended Health and Vision Care Plan on the first day of the calendar month next following the date on which he completes twelve months of Service.
2. If an employee is not actively at work on the date he would have become an Eligible Employee pursuant to Article III.1 hereof, such employee shall become an Eligible Employee on the first day thereafter that he is actively at work.
3. For the purposes of this Section, an employee who has Service for a regular or partial eight-hour shift for 252 days will be deemed to have completed twelve months of Service, and with respect to employees covered by spare board provisions? days worked and/or available will be deemed to be days of Service.
4. Except as provided in Articles III.6 and III.7 hereof, an employee who has become an Eligible Employee shall be considered an Eligible Employee in each month in which he has Service, and until he ceases to be an Eligible Employee pursuant to Article V hereof.
5. An employee who has ceased to be an Eligible Employee pursuant to Article V hereof:
  - (a) by reason of being laid-off shall become an Eligible Employee on the first day of the month in which he returns to active work;
  - (b) by reason of being on leave of absence, on strike or dismissed and subsequently reinstated shall become an Eligible Employee on the date of his return to active work.
6. An Eligible Employee who is on a leave of absence for disability or pregnancy and in receipt of weekly indemnity benefits, unemployment insurance disability/maternity benefits or workers' compensation benefits may at his option and notwithstanding Article V hereof, continue to be an Eligible Employee for a period of 6 months after the termination date therein specified upon remitting monthly to his Employer an amount equal to the estimated cost of the Plan as determined by the Service Organization.
7. An Eligible Employee whose coverage is terminated pursuant to Article V.1(c) of the Extended Health and Vision Care Plan Agreement may at his option and notwithstanding Article V hereof, continue coverage for a period of twelve months following the end of the month in which such leave of absence or lay-off commences upon remitting monthly to his Employer an amount equal to the estimated cost of the Plan as determined by the Service Organization.



ARTICLE III - ELIGIBLE EMPLOYEE (Cont'd)

8. If the disability of an Eligible Employee terminates and the said Eligible Employee again becomes disabled due to the same or related cause or **causes**, the subsequent disability will be considered a continuation of the previous disability for the purposes of Articles **V.1(b)** and **Article III.6** hereof unless
  - (a) the said Eligible Employee had completely recovered from the previous disability and had been at **work** with the **Railway** as required by such Railway for a period of at least **two** consecutive **weeks** after termination of the previous **disability**, or
  - (b) the said Eligible Employee, though not completely recovered from the previous disability, had been at work with the **Railway** as required by such Railway for a period of at least four consecutive **week5** after termination of the previous disability.
  
9. Notwithstanding the provisions of this Article and subject to Article **VIII.1(c)(ii)**, all **those** individuals who would, but for their full-time employment as officers of Unions representing bargaining units covered by this **Plan**) be full-time employees with one of the **Railways** may be admitted to coverage under this plan. **Such** individuals shall pay direct to the Company the appropriate amount to secure coverage under this plan.

ARTICLE IV - EXTENDED HEALTH AND VISION CARE BENEFITS

1. The Extended Health and Vision Care Plan shall provide for semi-private hospital, major medical, nursing home care and vision care coverage for Eligible Employees and Dependents (such coverage hereinafter referred to as "Extended Health and Vision Care Benefits").
2. Extended Health and Vision Care Benefits shall be payable in respect of expenses or charges incurred by Eligible Employees and Dependents and in respect of
  - (a) covered expenses for semi-private room accommodation described in Appendix "A" for an unlimited number of days, and
  - (b) expenses for major medical benefits specified in Appendix "A".
  - (c) covered expenses for convalescent hospital care as set out in Appendix "A", and
  - (d) covered expenses for vision care as set out in Appendix "A".
3. Extended Health and Vision Care Benefits payable to the Eligible Employee under the Extended Health and Vision Care Plan shall be the full cost of the expenses described in Article IV.2(a) and 80% of the expenses, described in Article IV.2(b), (c) and (d) in excess of an annual deductible amount of \$25.00 and shall be calculated in accordance with the provisions of Appendix "A".

ARTICLE V - TERMINATION OF COVERAGE

1. An employee who has become an Eligible Employee pursuant to Article III hereof shall cease to be an Eligible Employee on the earliest of the following termination dates:
  - (a) the date the employee's employment with his Employer terminates upon his resignation or dismissal,
  - (b) the last day of the month in which the employee retires in accordance with his Employer's pension rules,
  - (c) the last day of the month of the employee's lay-off or leave of absence for reasons other than disability or pregnancy,
  - (d) the last day of the month of the employee's death,
  - (e) the last day worked prior to a strike in which the employee ceases to work,
  - (f) subject to the provisions of Articles III .7 and III.8 hereof, the date which is six months after the end of the month in which the employee's leave of absence due to disability or pregnancy commenced, provided that the said employee is in receipt of weekly indemnity benefits, unemployment insurance disability/ maternity benefits, or worker's compensation benefits,
  - (g) the date of termination of this EHVVC Plan, or
  - (h) the last day of the month in which the employee is transferred to a position to which this EHVVC Plan does not apply.
2. A Dependent shall cease to be a Dependent on the date the employee in relation to whom he is a Dependent ceases to be an Eligible Employee or on the date the said Dependent ceases to qualify under the definition of Dependent.

**ARTICLE VI -- SUBMISSION OF CLAIMS**

1. An Eligible Employee shall be responsible for the completion of the claim forms and shall furnish proof of expenses incurred as shall be deemed necessary and appropriate by the Service Organization.
2. Any employee who is denied all or any part of a claim for reimbursement by the Service organization shall receive from the Service Organisation a notice in writing setting forth the specific reasons for such denial, specific reference to the Extended Health and Vision Care Plan's provisions on which the denial is based, a description of any additional material necessary for the employee to support the claim, and explanations both as to why such material is necessary and as to the terms of the Extended Health and Vision Care Plan's claims review procedure, all written in a manner calculated to be understood by such employee whose claim has been denied.
3. Any employee whose claim has been denied by the Service Organization may submit, within sixty days after such denial, information and materials in support of the claim to the Service Organization's claims review section. Within sixty days of receiving such submission, the claims review section shall review it and make a determination. This determination shall, subject to Article VI.5, be final, in writing, include specific reasons for the decision and specific reference to the Extended Health and Vision Care Plan provisions on which it is based; and be written in a manner calculated to be understood by the employee. In connection with any such review, the employee will be permitted to examine pertinent documents and to submit issues and comments in writing.
4. A claim denied by the Service Organization will not be subject to review by the Committee unless the claim was denied on the basis of the eligibility provisions of Article III.
5. In the event that a dispute arises in respect of a claim which was denied on the basis of the eligibility provisions of Article III the employee shall, first submit such disputed claim to his immediate supervisor. In the event that the dispute is not resolved at that point, the employee may require that it be submitted to the Committee for review, in which case both the designated officers of the Railway and unions concerned will submit all relevant information. Such request must be made within sixty days of the date that the claim is denied by the immediate supervisor.

**ARTICLE VI.1 - ADMINISTRATIVE COMMITTEE**

1. The **Committee shall consist** of **eight** members, **four** of whom shall be appointed by the Unions and four by the Company.
2. The members of the Committee shall be appointed on or before April 21, 1989 for the period from that date until **December 31, 1989**, and yearly thereafter and shall hold office until the 31st of December in the year for which they are appointed or until their respective **successors** have been appointed. At the same time and in the same manner a like number of substitutes shall also be named. Should a vacancy occur on the Committee, whether temporary or otherwise, the vacancy shall be filled by a person chosen by the party who appointed the original member. The Unions and the Company shall notify each other in writing of the names of their appointees and substitutes to the Committee within five days of the date of appointment. Such notice shall be given by, and delivered to the following, or **persons authorized** to act on their behalf:  
  
On behalf of the Unions:  
  
Chairman, Negotiating Committee  
Associated Non-operating Railway Unions  
  
On behalf of the Company:  
  
Assistant Vice-President  
Industrial Relations  
CP Rail
3. Five members of the Committee shall be a quorum.
4. The members of the committee shall select, from their own number, two Co-chairmen, one from the Unions and one from the Company, who shall hold office until the 31st day of **December** of the year for which they are selected, or until such earlier date as may be fixed by the Committee, or until their **respective successors** have been selected.
5. Each member of the Committee present at a meeting shall have the right to cast one vote on (each question. **Decisions** of the Committee shall be carried by five or more votes, except as provided in Article VII.7, and shall be final and binding.
6. In the event that the Committee is unable to reach a decision on any question within its jurisdiction, any four members of the Committee may require the question to be referred to a referee, If the Committee is unable to reach a decision on the selection of a referee, it shall apply to the Minister of Labour for Canada for appointment of a referee.

**ARTICLE. I.- ADMINISTRATIVE COMMITTEE (Cont'd)**

7. **When a matter has been referred to a referee as provided in Article VII.6, the referee shall, in respect of that question, have all the powers of the Committee as set out in Article VIII. The referee shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the referee shall be final and binding.**
8. The Committee shall meet from time to time as it may determine. Subject to the wishes of the Committee, the Co-chairmen shall alternate in presiding over successive meetings,

ARTICLE .J.I - POWERS AND DUTIES OF THE COMMITTEE:

1. Except as otherwise provided herein, the **power5 and** duties of the Committee shall be:

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(a) to meet with the Service Organization as may be necessary to discuss the overall operations of the Extended Health and Vision Care Plan::

(b) to review general communications to employees with respect to the Extended Health and Vision Care Plan:

(c) to admit to coverage under the Extended Health and Vision Care Plan:

(i) any applicant bargaining unit that has a collective agreement with a Railway, and

(ii) any individual who has an employment relationship with a Railway and **who** does not qualify to be an Eligible Employee as defined herein, such individual being deemed to be an Admitted Employee,

subject to such conditions as may be determined from time to time by the Committee and with the concurrence to such admission of the Service Organization. Any admitted group or individual can only be admitted under the same terms and conditions as are applicable to Eligible Employees:

(d) to cancel the coverage or modify the conditions, or any part thereof, that may have been extended in accordance with Article VIII.1(c)}

(e) to employ Staff and consultants and to undertake such expenditures as it may deem necessary for the administration of the Extended Health and Vision Care Plan:

(f) to review and determine all requests for review submitted to it pursuant to Article VI .5.

2. The Committee shall at all times and in all respects **be** subject to instructions and directions from the Company and Unions or their successors.

3. No act or decision **taken** by the Committee or any member thereof shall have the effect of adding **to**, subtracting from, or modifying the terms of this Agreement.

ARTICLE IX - ENTIRE AGREEMENT

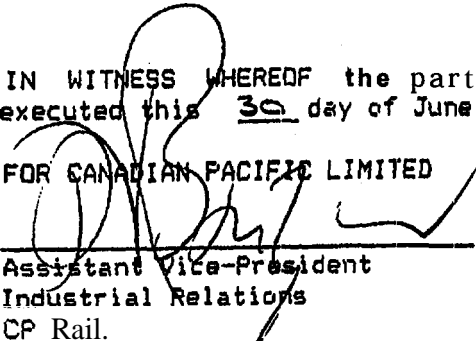
This Agreement and the Appendices shall remain in effect until December 31, 1991, and thereafter until revised in the manner and at the time provided for in respect of the Master Agreements which are current from time to time.

This Agreement and the Appendices "A", "B" and "C" attached hereto shall form the entire agreement between the parties hereto and in the event of any inconsistency between this Agreement and Appendix "A", the provisions of Appendix "A" shall prevail .





IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 30 day of June, 1989, at Montreal, Quebec.

FOR CANADIAN PACIFIC LIMITED

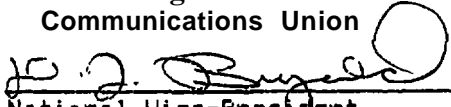
  
Assistant Vice-President  
Industrial Relations  
CP Rail.

FOR THE UNIONS:

  
Chairman, Negotiating Committee  
Associated Non-Operating Railway  
Unions

  
Vice-President  
Brotherhood of Maintenance of  
Way Employees

  
National President  
Canadian Signal and  
Communications Union

  
National Vice-President  
Transportation-Communications  
International Union

  
System General Chairman  
Rail Canada Traffic Controllers

for

APPENDIX "A" TO THE EXTENDED HEALTH AND VISION CARE PLAN  
AGREEMENT FOR THE EMPLOYEES OF CANADIAN PACIFIC  
REPRESENTED BY THE ASSOCIATED NON-OPERATING UNIONS

**SECTION 1 - DEFINITIONS**

1. The terms used herein shall have the meanings as hereinafter provided and words implying the masculine gender include the feminine.
2. "benefit Year " means a twelve month period from January 1 until the next following December 31.
3. "Benefit Year Deductible" means the sum of the Eligible Expenses equal to the deductible amount specified in Section 4 hereof.
4. "Close Relative" means the Eligible Spouse of the Eligible Employee, or the child, parent, brother or sister of the Eligible Employee or of his Eligible Spouse.
5. "Co-Insurance Percentage" means that portion of Eligible Expenses in excess of the Benefit Year Deductible specified in Section 4 hereof.
6. "Company" means Canadian Pacific Limited.
7. "Contractholder" means Canadian Pacific Limited.
8. "Deemed Date of Incurrence" means that any expenses or charge for Eligible Expenses shall be deemed incurred
  - (a) by the person receiving the Medical Care for which the charge is made, and
  - (b) on the date such Medical Care is received.
9. "Dental Care" means any treatment, operation, procedure or service which is accepted as or defined as dentistry by the licensing body, agency, authority, laws or regulations governing the practice of dentistry within the country, state, province or territory where such care is supplied or performed by a Dentist.
10. "Dentist" means a person who is currently licensed to practice dentistry by a governmental authority having jurisdiction over the licensing and practicing of dentistry, and who is operating within the scope of his license.
11. "Dependent (s)" means:
  - (a) the Eligible Spouse of an Eligible Employee:

(b) any unemployed dependent children, **stepchildren** or **adopted** children of an Eligible Employee:

(i) under the age of **21** residing **with** such Eligible Employee or the Eligible **Spouse of** such Eligible Employee, or

(ii) under age twenty-five if registered as a full-time College or University **Student**, or

(iii) of any age if handicapped and **solely** dependent upon such Eligible **Employee**,

but,

(c) excludes any person who is covered under this Extended Health and Vision Care Plan as an Eligible Employee;

12. "Doctor" means a **qualified** physician or surgeon **duly** licensed to practice medicine and includes persons legally **authorized** to treat patients with drugs and issue drug prescriptions.
13. "Effective Date" means June     , 1989.
14. "EH&VC Plan" means the Extended Health and Vision Care Plan described herein.
15. "Eligible **Employee(s)**" shall be as defined in Section **2** hereof.
16. "Eligible Expenses" means those charges and expenses incurred for Medical Care **specified** in Sections **5** to **7** hereof.
17. "Eligible **Spouse**" means the person who **is** legally married to the Eligible Employee and who **is** residing with or supported by the Eligible 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**, as long as such person is residing with the Eligible Employee.
18. "Employer" means a Railway as defined herein.
19. "Extended Health and Vision Care **Benefits**" means the amounts to which an Eligible Employee or a **Dependent**; **is** entitled pursuant to Section **4** hereof.
20. "Extended Health and Vision Care Plan Agreement" shall mean the agreement entered into between the Company and the Unions on the **day** of June, 1989 in respect of Extended Health and Vision Care Benefits.

SECTION 1. - DEFINITIONS (Cont'd)

21. "Hospital" means a legally operated institution which
- (a) is primarily engaged in providing, for compensation from its patients, medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis, and
  - (b) provides such facilities under the supervision of a staff of Doctors with a 24-hour a day nursing service by registered nurses, and
  - (c) is not principally a home for the aged, rest home, nursing home or a place for the care and treatment of drug addicts or alcoholics.
22. "Illness" means bodily injury, sickness, disease, or mental infirmity, and for the purposes of this definition includes Pregnancy.
23. "Maximum Lifetime Benefit" means the maximum sum of Extended Health and Vision Care benefits specified in Section 4 hereof.
24. "Medical Care" means those services provided and drugs or supplies prescribed, ordered or applied by a Doctor or Dentist in the treatment of an illness pursuant to Section 6 hereof,
25. "Pregnancy" means pregnancy, childbirth, miscarriage, abortion and conditions which result directly or indirectly from any of these.
26. "Railway" means Canadian Pacific Limited and its subsidiaries, joint properties listed in the Master Agreement, and also includes an employer associated therewith, a group of whose employees has been admitted as provided by Article VIII.1(c) of the Extended Health Care Plan Agreement. For the purpose of this Agreement, Algoma Central Railway is included herein.
27. "Reasonable and Customary Charges" means charges for services and supplies of the level usually furnished for cases of the nature and severity of the case being treated and which are in accordance with representative fees and prices in the area in which the service is performed.
28. "Service" means compensated employment with the Employer.
29. "Service Organization" means the institution which is responsible for the daily administration and operation of the Extended Health and Vision Care Plan.

**SECTION 2 - ELIGIBLE EMPLOYEE**

1. An employee and his dependents shall become eligible for benefits under the Extended Health and Vision Care Plan on the first day of the calendar month next following the date on which he completes twelve months of Service.
2. If an employee is not actively at work on the date he would have become an Eligible Employee pursuant to Section 2.1 hereof, such employee shall become an Eligible Employee on the first day thereafter that he is actively at work.
3. For the purposes of this Section, an employee who has Service for a regular or partial eight-hour shift for 252 days will be deemed to have completed twelve months of Service, and with respect to employees covered by spare board provisions, days worked and/or available will be deemed to be days of Service.
4. Except as provided in Sections 2.6 and 2.7 hereof, an employee who has become an Eligible Employee shall be considered an Eligible Employee in each month in which he has Service, and until he ceases to be an Eligible Employee pursuant to Section 3 hereof.
5. An employee who has ceased to be an Eligible Employee pursuant to Section 3 hereof:
  - (a) by reason of being laid-off shall become an Eligible Employee on the first day of the month in which he returns to active work;
  - (b) by reason of being on leave of absence, on strike or dismissed and subsequently reinstated shall become an Eligible Employee on the date of his return to active work.
6. An Eligible Employee who is on a leave of absence for disability or pregnancy and in receipt of weekly indemnity benefits, unemployment insurance disability/maternity benefits or workers compensation benefits may at his option and notwithstanding Section 3 hereof, continue to be an Eligible Employee for a period of 6 months after the termination date therein specified upon remitting monthly to his Employer an amount equal to the estimated cost of the Plan as determined by the Service Organization.
7. An Eligible Employee whose coverage is terminated due to layoff or leave of absence for reasons other than disability or pregnancy may at his option and notwithstanding Section 3 hereof, continue coverage for a period of twelve months following the end of the month in which such leave of absence or lay-off commences upon remitting monthly to his Employer an amount equal to the estimated cost of the Plan as determined by the Service Organization.

SECTION 2 - ELIGIBLE EMPLOYEES (Cont'd)

8. If the disability of an Eligible Employee terminates and the said Eligible Employee again becomes disabled due to the same or related cause or causes, the subsequent disability will be considered a continuation of the previous disability for the purposes of Sections 3.1(f) and Section 2.6 hereof unless
- (a) the said Eligible Employee had completely recovered from the previous disability and had been at work with the Railway as required by such Railway for a period of at least two consecutive weeks after termination of the previous disability, or
  - (b) the said Eligible Employees though not completely recovered from the previous disability, had been at work with the Railway as required by such Railway for a period of at least four consecutive weeks after termination of the previous disability.
9. Notwithstanding the provisions of this Article and subject to Article VIII.1(c)(ii) of the Extended Health and Vision Care Plan Agreement, all those individuals who would, but for their full-time employment as officers of Unions representing bargaining units covered by this Plan, be full-time employees with one of the Railways may be admitted to coverage under this plan. Such individuals shall pay direct to the Company the appropriate amount to secure coverage under this plan.

SECTION 3 - TERMINATION OF COVERAGE

1. An employee who has become an Eligible Employee pursuant to Section 2 hereof shall cease to be an Eligible Employee on the earliest of the following termination dates:
  - (a) the date the employee's employment with his Employer terminates upon his resignation or dismissal,
  - (b) the last day of the month in which the employee retires in accordance with his Employer's pension rules,
  - (c) the last day of the month of the employee's lay-off or leave of absence for reasons other than disability or pregnancy,
  - (d) the last day of the month of the employee's death,
  - (e) the last day worked prior to a strike in which the employee ceases to work,
  - (f) subject to the provisions of Sections 2.7 and 2.8 hereof, the date which is six months, after the end of the month in which the employee's leave of absence due to disability or pregnancy commenced, provided that the said employee is in receipt of weekly indemnity benefits, unemployment insurance disability or maternity benefits, or workers' compensation benefits,
  - (g) the date of termination of this EH&VC Plan, or
  - (h) the last day of the month in which the employee is transferred to a position to which this EH&VC Plan does not apply,
2. A Dependent shall cease to be a Dependent on the date the employee in relation to whom he is a Dependent ceases to be an Eligible Employee or on the date the said Dependent ceases to qualify under the definition of Dependent.

SECTION A - EXTENDED HEALTH AND VISION CARE BENEFITS

1. Extended Health and Vision Care Benefits payable to Eligible Employees under the EH&VC Plan shall be the Co-Insurance Percentage of the Eligible Expenses incurred by Eligible Employees and Dependents in excess of the Benefit Year Deductible but not in excess of the Maximum Lifetime benefit herein specified.
2. Subject to Section 4.5 hereof, the Benefit Year Deductible shall be \$25, and in each Benefit Year shall be applied against the total Eligible Expenses of an Eligible Employee and his Dependents incurred in that Benefit Year. Each Eligible Expense is allocated to a Benefit Year according to the Deemed Date of Incurrence.
3. The CO-Insurance Percentage shall be 80%.
4. The Maximum Lifetime Benefit is \$30,000 per person for Eligible Employees and Dependents. Effective January 1, 1990, the Maximum Lifetime Benefit is to be increased to \$32,000 per person for Eligible Employees and Dependents.
5. The Benefit Year Deductible, Co-Insurance Percentage and Maximum Lifetime Benefit shall not be applicable to the Eligible Expenses specified in Section 5 hereof.



**SECTION 5 - ELIGIBLE EXPENSES - SEMI-PRIVATE HOSPITAL BENEFIT**

1. Subject to Section 7 hereof, Eligible Expenses shall be charges, in the province or territory of residence of the Eligible Employee, for the treatment of an illness:
  - (a) up to the Hospital's average semi-private rate for room and board (including, where permitted by law, any admittance, coinsurance or utilization charges) in a Hospital, and
  - (b) for Hospital out-patient services;

ELIGIBLE EXPENSES - MAJL 1 4 1977

1. Subject to Section 7 hereof) Eligible Expenses shall be charges for Medical Care as described in Sections 6.2, 6.3, 6.4, 6.5 and 6.6 hereof.
2. Eligible Expenses shall include:
  - (a) Charges, in Canada but outside the province or territory of residence of the Eligible Employee, for emergency treatment of an Illness while outside such province or territory, up to 180 days of confinement, and
    - (i) up to the Hospital's semi-private rate for room and board (including, where permitted by law, any admittance, coinsurance or utilization charge;) in a Hospital, and
    - (ii) for Hospital out-patient services.
  - (b) Charges outside Canada for emergency treatment of an Illness contracted while outside Canada, up to 180 days of confinement, and
    - (i) up to the Hospital's semi-private rate for room and board (including) where permitted by law, any admittance charges) in a Hospital,
    - (ii) for other Hospital services, and
    - (iii) for Hospital out-patient services.
3. Eligible Expenses shall include:
  - (a) Charges for drugs, sera, injectibles and medicines which require the prescription of a Doctor or a Dentist to the extent that such drugs, sera, injectibles and medicines are generally recognized as being effective in the treatment of the Illness and are not excessive or unwarranted as judged by the generally accepted therapy for the Illness.
  - (b) Charges for oral contraceptives prescribed by a Doctor,
  - (c) Charges for supplies required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and parkinsonism.
4. Eligible Expenses shall include:
  - (a) Charges for use of a licensed ambulance for local transportation? including inter-hospital transfers, of Eligible Employees or Dependent! to and from the nearest Hospital qualified to render the Medical Care, as well as charges for the transportation of Eligible Employees or Dependent!; for necessary emergency care to the nearest

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SECTION 6 - ELIGIBLE EXPENSES -- MAJOR MEDICAL BENEFIT (Cont'd)

Hospital qualified to render such care by a licensed air ambulance service or any other vehicle normally used for public transportation.

- (b) Charges; for the services of a Doctor for emergency treatment of an **Illness** contracted **while** outside the province or territory of residence of the Eligible Employee, but excluding any portion of the charge **in excess** of the Reasonable and Customary Charges for an **illness** of the **same** nature and gravity in the locality where the **service is** provided.
- (c) Charges; for the services of a private **duty** registered nurse **or** a registered nursing assistant (other than a Close Relative) but excluding any portion of the charge **in excess** of the Reasonable and Customary Charges for an **Illness** of the **same** nature and gravity in the locality where the service is provided.
- (d) Charges for laboratory **tests** done in a commercial laboratory for diagnosis of an **Illness** but excluding any **tests** performed in a drug store.
- (e) Charges for **services** of a Dentist including charges for braces or splints required for the repair or alleviation of damage to natural teeth of Eligible Employees or dependents **resulting** from an accident which **occurs** while the Eligible Employee is covered under the EH&VC Plan and provided the services are received within **six months** after the date of the accident,
- (f) Charges for:
  - (i). wheel chair, hospital bed, iron lung or other **equipment** rented, or purchased at the option of the Service **Organization, for** therapeutic use;
  - (ii) **casts, splints,** trusses, braces, and crutches: and
  - (iii) artificial **limbs** and **eyes,** including replacement when medically **necessary.**
- (g) Charges for diagnostic and X-Ray services, oxygen, plasma and blood **transfusions** and **rental** of equipment for administration thereof.
- (h) Charges for services of a licensed physiotherapist (other than a Close Relative).

SECTION 6 - ELIGIBLE EXPENSES - MAJOR MEDICAL BENEFIT (Cont'd)

5. Eligible Expenses shall include:

- (a) Reasonable and Customary Charges for elastic support stockings prescribed by a Doctor up to \$50 per person for Eligible Employees and Dependents in any Benefit Year.
- (b) Reasonable and Customary Charges for orthopaedic shoes prescribed by a Doctor up to a maximum of one pair per person for Eligible Employees and Dependents in any Benefit Year.

6. Eligible Expenses shall include:

- (a) Charges for mammary prostheses required as a result of surgery when ordered or provided by a doctor up to a maximum of \$200 in any Benefit Year for each eligible employee or dependent.
- (b) Charges for confinement in a convalescent hospital in the province or territory of residence of the Eligible Employee when ordered by a doctor, provided
  - (i) it is preceded by at least five consecutive days of hospital confinement,
  - (ii) it commences within 14 days after termination of the person's confinement in a hospital, and
  - (iii) it is for rehabilitation and not primarily for custodial care.

The maximum amount payable will be \$20 per day for each period of disability for a maximum of 120 days of confinement.

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- (c) Chargee for hearing aids not covered by Workers' Compensation up to a maximum of \$250 per employee in any five consecutive years.
  - (d) Charges for contact lenses or lenses (including shatterproof lenses) and frames for eyeglasses (including sunglasses), and their replacement provided there is an actual need for a change in their magnifying strength. Any device worn for the purpose of eye protection only and not for vision correction is excluded. Supplies must be prescribed in writing by an ophthalmologist, or a licensed optometrist and must be dispensed by an ophthalmologist, a licensed optometrist or a qualified optician. The maximum amount payable will be \$100 once in any 12 month period for persons under age 18 and once in any 24 month period for persons age 18 and over.
  - (e) Charges for services of an ophthalmologist or a licensed optometrist. The maximum amount payable in any two consecutive Benefit Years will be \$25 for each person.

**S E C T EXCLUSIONS 7**

1. Payment will not be made under the EH&VC Plan for expenses or charges incurred for any of the following:
  - (a) Services or supplies not included in the definition of Eligible Expenses.
  - (b) Services or supplies which are paid for in whole or in part under the provisions of the Hospital, Medicare, Pharmacare, and/or Denticare plan or any similar government plan in the province or territory of residence of the Eligible Employee except to the extent that such provisions permit payment for expenses in excess of those for which such Eligible Employee is entitled under such provisions. Reimbursement will be limited to the excess over services and supplies which would have been payable under the terms and conditions of the Government Plan at December 9, 1982.
  - (c) Orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment and whirlpools.
  - (d) Any portion of the charge for services in excess of the Reasonable and Customary Charge for an illness of the same nature and severity in the locality where the service is provided,
  - (e) An Illness due to or resulting from:
    - (i) any cause for which indemnity or compensation is provided under any Workers' Compensation law or similar legislation, or
    - (ii) bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit, other than for the Employer,
  - (f) Vitamins, proprietary or patent medicines, or drugs which can be obtained without the written prescription of a Doctor or Dentist except as provided in Section 6 hereof.
  - (g) Expenses while the employee is not an Eligible Employee,

**SECTION 8 - CLAIMS REVIEW**

1. An Eligible Employee shall be responsible for the completion of the claim forms and shall furnish proof of Eligible Expenses Incurred as shall be deemed necessary and appropriate by the Service Organization.
2. Any employee who is denied all or any part of a claim for reimbursement by the Service Organization shall receive from the Service Organisation a notice in writing setting forth the specific reasons for such denial, specific reference to the EH&VC Plan's provisions on which the denial is based, a description of any additional material necessary for such employee to support the claim, and explanations both as to why such material is necessary and as to the terms of the EH&VC Plan's claims review procedure, all written in a manner calculated to be understood by such employee whose claim has been denied.
3. Any employee whose claim has been denied in whole or in part by the Service Organization may submit, within sixty days after such denial, information and materials, in support of the claim to the Service Organization's claims review section.
4. Within sixty days of receiving the employee's submission, the Service Organization's claims review section shall review the claim and make a determination and such determination shall, subject to Article VI.5 of the Extended Health and Vision Care Plan Agreement, be final, in writing, include specific reasons for the decision and specific reference to the EH&VC Plan provisions on which it is based written in a manner calculated to be understood by the employee. In connection with any such review, the employee will be permitted to examine pertinent documents and to submit issues and comments in writing.
5. Any claim denied on the basis of the eligibility provisions of Section 2 hereof shall be subject to the provisions of Article VI.5 of the Extended Health and Vision Care Plan Agreement.

**SECTION 9 - GENERAL PROVISIONS**

1. Extended Health and Vision Care Benefits are payable directly to the Eligible Employee unless he otherwise directs by written notice filed with the Service Organization! provided that any such notice shall be effective as of the date it was signed and shall not prejudice the Service Organization on account of any payment made or any action taken by *the Service Organization* before it was filed.
2. If the Eligible Employee is physically or mentally Incapable of giving a valid discharge for Extended Health and Vision Care Benefits due to him or if any Eligible Employee dies while any such Extended Health and Vision Care Benefits due to him remain unpaid, the Service Organization may, at its option, make payment up to an amount not exceeding \$5,000.00, to any person entitled to give a valid discharge of such payment on behalf of the Eligible Employee or his estate; provided that the Service Organization is under no obligation to see to the application of any monies so paid and that payment to any such person or institution will constitute a complete discharge to the Service Organization to the extent of the amount of such payment.
3. Extended Health and Vision Care Benefits shall be paid in lawful Canadian currency immediately upon receipt of the proof of claim required by the Service Organization.
4. Written notice and proof of , a claim must be given to the Service Organization *within* ninety days after the end of the Benefit Year for which the claim is made, or as soon thereafter as is reasonably passible and in any event not later than 12 months following the end of the Benefit Year in which the Eligible Expenses claimed were incurred.
5. The Service Organization shall have the right, and shall be given the opportunity, to have Doctors designated by it examine any Eligible Employee or Dependent in respect of whom a claim is being made as often as may be reasonably required and any such examination shall be at the expense of the Service Organization.

**SECTION 10 - COORDINATION OF BENEFITS**

1. Definitions.

In this Section,

- (a) "Plan(s)" means any plan providing benefits or services for or by reason of Dental or Medical Care or treatment, under (i) group, or blanket insurance coverage, (ii) service type group plans, or other group prepayment coverage, (iii) any coverage under labor-management trustee plans, union welfare plans, employer organization plans, or employee benefit organization plans, and (iv) any coverage under governmental programs, or required or provided by any statute (including an automobile no fault law), but not including any plan arranged by and paid for by the Employee on an individual basis, and the term "Plan" will be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and that portion which does not; and
- (b) "Allowable Expense" means any Eligible Expense at least a portion of which is covered under at least one of the Plans covering the person for whom claim is made and when a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid.

2. Effect on Benefits.

- (a) This Section 10 will apply in determining the benefits in respect of a person covered under the EH&VC Plan for any Benefit Year if, for the Allowable Expenses incurred as to such person during such Benefit Year, the sum of the following would exceed such Allowable Expenses:
  - (i) the benefits that would be payable under the EH&VC Plan in the absence of this Section 10, and
  - (ii) the benefits that would be payable under all other Plans in the absence therein of provisions of similar purpose to this Section 10.
- (b) As to any Benefit Year with respect to which this Section 10 is applicable, the benefits that would be payable under the EH&VC Plan in the absence of this Section 10 for the Allowable Expenses incurred as to such person during such Benefit Year will be reduced to the extent necessary so that the sum of such reduced benefits and all the benefits payable for such Allowable Expenses under all



**SECTION 10 - COORDINATION OF BENEFITS (Cont'd)**

other Plans, except as provided in paragraph 2.3 of this Section 10.2, will not exceed the total of such Allowable Expenses. Benefits payable under another Plan include the benefits that would have been payable had claim been duly made therefor.

- (c) If another Plan which is involved in paragraph 2.2 of this Section 10.2 and which contains a provision coordinating its benefits with those of the EH&VC Plan would, according to its rules, determine its benefits after the benefits of the EH&VC Plan have been determined, and if the rules set forth in paragraph 2.4 of this Section 10.2 would require the EH&VC Plan to determine its benefits before such other Plan, then the benefits of such other Plan will be ignored for the purposes of determining the benefits under the EH&VC Plan.
- (d) For the purposes of paragraph 2.3 of this Section 10.2, the rules establishing the order of benefit determination are
  - (i) the benefits of a Plan which covers the person on whose expenses claim is based other than as a dependent will be determined before the benefits of a Plan which covers such person as a dependent;
  - (ii) the benefits of a Plan which covers the person on whose expenses claim is based as a dependent of a male person will be determined before the benefits of a Plan which covers such person as a dependent of a female person;
  - (iii) when rules 2.4.1 and 2.4.2 do not establish an order of benefit determination, the benefits of a Plan which has covered the person on whose expenses claim is based for the longer period of time will be determined before the benefits of a Plan which has covered such person the shorter period of time.
- (e) When this Section 10 operates to reduce the total amount of benefits otherwise payable as to a person covered under the EH&VC Plan during any Benefit Year, each benefit that would be payable in the absence of this Section 10 will be reduced proportionately, or in such other equitable manner as the Service Organization may determine, and such reduced amount will be charged against any applicable benefit limit of the EH&VC Plan.

**3. Coordination of Benefits Limitation.**

If benefits are payable under another Plan, benefits payable under the EH&VC Plan will be reduced when required by the terms of the Coordination of Benefits Provision contained in this Section 10.

**SECTION 10 - COORDINATION OF BENEFITS (Cont'd)**

**4. Right to Receive and Release Necessary Information.**

For the purposes of determining the applicability of and implementing the terms of this Section 10 of the EH&VC Plan or any provision of similar purpose of any other Plan, the Service organization may, without the consent of or notice to any person, release to or obtain from any other insurance company or other organization or person any information, with respect to any person which the Service Organization deems to be necessary for such purposes. Any person claiming benefits under the EH&VC Plan will furnish to the Service Organization such information as may be necessary to implement this Section 10.

**5. Facility of Payment.**

Whenever payments which should have been made under the EH&VC Plan in accordance with this Section 10 have been made under any other Plan, the Service Organization will have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts it may determine to be warranted in order to satisfy the intent of this Section 10 and amounts so paid will be deemed to be benefits paid under the EH&VC Plan and, to the extent of such payments, the Service Organization will be fully discharged from liability under the EH&VC Plan.

**6. Right of Recovery.**

Whenever payments have been made by the Service Organization with respect to Allowable Expenses in a total amount which is, at any time in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Section 10, the Service Organization will have the right to recover such payments, to the extent of such excess, from among one or more of the following, as the Service Organization may determine: any persons to or for or with respect to whom such payments were made, any other insurance companies, any other organizations.

LISTING OF COLLECTIVE AGREEMENTS COVERED  
BY THE MASTER AGREEMENT

<u>ORGANIZATION</u>	<u>AGR. #</u>	<u>CLASSIFICATION EMPLOYEES</u>	<u>LOCATION</u>
Canadian -Pacific Limited			
Brotherhood of Maintenance of Way Employees	41	Employees in Track and R&B Department	CP Rail, Dominion Atlantic Rly, Esquimalt & Nanaimo Rly, Quebec Central Rly, Grand River Railway, Lake Erie & Northern Railway Company
	42	Extra Gang Labourers	CP Rail, Dominion Atlantic Rly, Esquimalt & Nanaimo Rly, Quebec Central Rly, Grand River Railway, Lake Erie & Northern Railway Company

ORGANIZATION	AGR. #	CLASSIFICATION OF EMPLOYEES	LOCATION
Brotherhood of Maintenance of Way Employees (cont'd)		Employees in Rail Reclamation Plants	Lines in Canada
		Operators, Power Machines	Lines in Canada
		Employees, Work Equipment Repair Shops	Lines In Canada
		Employees In Rail Butt Welding Plants	Lines In Canada
Canadian Signal and Communications Union	1	S&C Foreman, S&C Assistant Foreman, S&C Senior Technician, S&C Technician, S&C Leading Maintainer, S&C Maintainer, S&C Maintainer's Helper, S&C Wireman, S&C Fitter, S&C Gang Helper, S&C Labourer, S&C Assistant Shop Foreman, S&C Leading Repairman, S&C Repairman, and S&C Junior Repairman	Lines in Canada

<u>ORGANIZATION</u>	AGR. CLASSIFICATION OF .# EMPLOYEES, .	LOCATION
Transportation- Communications Union	Clerks and other classes of employees	Lines in Canada
	Freight Handler!;	Montreal Wharf
	Security Guards, Department of Investigation.	Lines in Canada
Rail Canada Traffic Controllers	Train Dispatchers, Traffic Supervisors, Dispatcher Operators, Agents, Operators, Station Assistants	CP Rail Dominion Atlantic Railway, Esquimalt and Nanaimo Rly, Quebec Central Railway
Grand River Railway Company, <u>Lake Erie &amp; Northern Railway Company</u>		
Transportation- Communications Union	Dispatchers, Operators, Clerks and Shedmen	System

APPENDIX "C"

LIST OF ADMITTED GROUPS

<u>COMPANY</u>	<u>GROUP</u>	<u>UNION AFFILIATION</u>
Canadian Pacific Limited	Constables & Sergeants	CPFA
	Licensed Shipboard Personnel - BCCSS	CMSG
	Unlicensed Shipboard Personnel - BCCSS	SIU
	Galley Staff Employees - BCCSS	TCU
Algoma Central Railway	Associated Non-operating Employees	BMWE TCU

This Dental Plan Agreement made the 30 day of ~~JUNE~~, 1989, ~~cancels~~ and supersedes for the Unions signatory hereto as specified in Appendix "B" to this Agreement, the Dental Plan Agreement dated December 10, 1985, between Canadian Pacific Limited and the Unions signatory thereto.

BETWEEN:

CANADIAN PACIFIC LIMITED

(hereinafter called the "Company")

Of the First Part

AND

ASSOCIATED NON-OPERATING RAILWAY UNIONS

(hereinafter called the "Unions")

Of the Second Part

#### **ARTICLE 1 - DEFINITIONS**

##### **In this Agreement :**

The terms used herein shall have the meanings ~~as~~ hereinafter provided and the words implying the masculine gender ~~include~~ the feminine:

- (a) "Admitted Employees" is a group of employees which has been admitted to coverage pursuant to Article VIII.1 (c);
- (b) "Canadian Pacific Limited" includes those subsidiary and jointly owned companies for which and on whose behalf Canadian Pacific Limited executed ~~the Master~~ Agreement;
- (c) "Committee" means the Dental Plan Administrative Committee described in Article VII;
- (d) "Dental Plan" means the benefits and the terms and conditions relating thereto ~~as~~ agreed to for the employees of a Railway and their dependents, ~~as~~ herein defined, which benefits, terms and conditions appear in ~~this~~ Agreement and in Appendix "A", attached;
- (e) "Dependent(s)" means:
  - (i) the Eligible Spouse of an Eligible Employee, and

(ii) any unemployed dependent children, **stepchildren** or adopted children of an Eligible Employee:

(a) under age twenty-one and residing with such **Eligible Employee** or the **Eligible Spouse** of such **Eligible Employee**, or

(b) under age **twenty-five** if registered as a full-time College or University Student, or

(c) of any age if handicapped and solely dependent upon such **Eligible Employee**,

but

(iii) excludes any person who is covered under this Dental Plan as an **Eligible Employee**;

(g) "**Eligible Employee(s)**" means an employee of a Railway who is eligible for benefits pursuant to the eligibility requirements of Article III;

(g) "**Eligible Spouse**" means the person who is legally married to the **Eligible Employee** and who is residing with or supported by the **Eligible 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 Canada Human Rights Benefit Regulations, so long as such person is residing with the **Eligible Employee**.

(h) "**Master Agreement**" means the Master Agreement signed between the Company and the Unions on April 21st, 1989.

A list of the individual collective agreements covered by the above **Agreements** is attached hereto as Appendix "B".

(i) "**Railways**" means Canadian Pacific Limited and its subsidiaries, joint properties listed in the Master Agreement, an employer associated therewith, a group of whose **employees** has been admitted as provided by Article VIII.1(c). For the purpose of this agreement, the **Algoma Central Railway** is included herein:

(j) "**Service Organization**" means the institution which is responsible for the daily administration and operation of the Dental **Plan**.



**ARTICLE I - PAYMENTS**

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1. The cost of the Dental Plan will be borne by the Company pursuant to the Master Agreement.
2. In respect of Admitted Employees, the cost of the Dental Plan, will be borne in accordance with the Collective Agreement covering such employees. (The cost will be as determined by the Service Organization prior to each calendar year.

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**ARTICLE . . 1 - ELIGIBILITY FOR COVERAGE**

1. An employee and his **dependents** shall become **eligible** for benefits under the Dental Plan on the first day of the calendar month next **following** the date on which he completes twelve months of compensated service.
2. An employee who has compensated service **for** a regular or partial eight-hour shift for **252** days will be deemed to have completed twelve **months** of compensated service. In respect of employees covered by **spare** board provisions, days worked and/or available will be deemed to be days of service.
3. After an employee has established eligibility, **such** eligibility shall be continued during each month in which he has compensated service,
4. An Eligible Employee who is laid off, on leave of absence, on strike or is dismissed (and **is** subsequently **re-instated**) and whose dental coverage **is** terminated pursuant to this Agreement is again eligible for benefits on the date he returns to active **Work**.
5. The coverage of a Dependent is conditional upon the eligibility of the employee in relation to whom the former **is** a Dependent.
6. Notwithstanding the provisions of this Article **and subject** to Article VIII.1(c)(ii), all those individuals who **would, but for** their full-time employment **as** officers of Unions representing bargaining units covered by this **Plan**, be **full-time** employees with one of the Railways; may be admitted to coverage under this plan. Such individuals shall pay direct to the Company the **appropriate** amount to secure coverage under this plan.

ARTICLE IV -- DENTAL BENEFITS

1. The Dental Plan for Eligible Employees shall provide for dental care which shall be in accordance with this Agreement and Appendix "A".
2. For dental claims which originate on or after January 1st, 1989, each Eligible Employee, subject to the provisions of Article IV.4 shall be entitled to claim as follows:
  - (a) For basic dental services, reimbursement of costs incurred up to 100% of Covered Expenses;
  - (b) For major dental services, reimbursement of costs incurred up to 50% of Covered Expenses.
3. The Covered Expenses referred to in Article IV.2 are defined as the amounts in effect on the day of treatment as specified in the relevant provincial Dental Association Fee Guides for the year 1989.
4. An Eligible Employee and his Dependents shall be entitled to claim reimbursement of Covered Expenses incurred up to a maximum of \$1,000.00 per person per calendar year after an annual calendar year deductible amount of \$35.00 per family has been applied.
5. Basic dental services, which include preventive and diagnostic services, extractions and oral surgery, minor restorations (fillings), periodontics and endodontics, are those specified in Appendix "A".
6. Major dental services, which include major restorations and prosthodontics, are those specified in Appendix "A".
7. The dental services outlined in this Article are subject to the exclusions, limitations and requirements specified in Appendix "A".

ARTICLE V - TERMINATION OF AN ELIGIBLE EMPLOYEE'S COVERAGE

1. The coverage of an Eligible Employee and Dependents, under this Dental Plan **terminates** automatically on the earliest of the following dates:
  - (i) in the event the contracts with the Service Organization are discontinued,, the date of such discontinuance;
  - (ii) the date on which an Eligible Employee's Service **is** terminated by resignation or dismissal:
  - (iii) the date of the last day worked if Work ceases due to
    - (a) leave of absence in **excess** of thirty days due to disability (including disability covered by **Worker's** Compensation) or pregnancy;
    - (b) lay-off or **strike**;
    - (c) **death**;
  - (iv) the date on which the Eligible Employee retires in accordance with his employer's pension **rules**;
  - (v) the **last** day of the month during which the Eligible Employee **transfers** to a position to which **this Dental Plan** does not **apply**;
  - (vi) the date of the last day worked **if** Work ceases due to leave of absence for a known period of **more** than thirty **days** for reasons other than disability or pregnancy;
  - (vii) the date on which a Dependent ceases to be a Dependent.
2. Notwithstanding anything to the contrary contained herein, Eligible Employees who have been involuntarily laid-off due to the annual shop closedown for **annual** vacation shall continue to be covered for emergency dental treatment during the period of **such** closedown.

Extended Benefits after Termination of an Eligible Employee's Coverage

3. Dental **expenses** which are incurred by an Eligible Employee or Dependent after termination of coverage as a **result** of 1. (iii) or 1. (iv) above will be Covered Expenses if supplies **involved** were ordered or **the treatment** involved commenced while the Eligible Employee or Dependent was covered, but only **if** the item is finally delivered or **installed** or the treatment is completed no later than thirty calendar days **after** the last day worked.

ARTICLE VI - SUBMISSION OF CLAIMS

1. An Eligible Employee shall be responsible for the completion of the claim forms and to furnish proof of Covered Expenses incurred as shall be deemed necessary and appropriate by the Service Organization.
2. Any employee who is denied all or any part of a claim for reimbursement by the Service Organization shall receive from the Service Organization a notice in writing setting forth the specific reasons for such denial, specific reference to the Dental Plan's provisions on which the denial is based, a description of any additional material necessary for the claimant to support the claim, and explanations both as to why such material is necessary and as to the terms of the Dental Plan's claims review procedure, all written in a manner calculated to be understood by the person whose claim has been denied,
3. Any employee whose claim has been denied by the Service Organization may submit, within sixty days after such denial, information and materials in support of the claim to the Service Organization's claims review section. Within sixty days of receiving such submission, the claims review section shall review it and make a determination. This determination shall be final, shall be in writing, shall include specific reasons for the decision and specific reference to the Dental Plan provision on which it is based; it shall, also be written in a manner calculated to be understood by the claimant. In connection with any such review, the claimant will be permitted to examine pertinent documents and to submit issues and comments in writing.
4. A claim denied by the Service Organization will not be subject to review by the Committee unless the claim was denied on the basis of the eligibility provisions of Article III.
5. In the event that a dispute arises: in respect of a claim which was denied on the basis of the eligibility provisions of Article III, the employee shall first submit such disputed claim to his immediate supervisor. In the event that the dispute is not resolved at that point, the employee may require that it be submitted to the Committee for review in which case both the designated officer of the Railway and Union concerned will submit all relevant information. Such request must be made within sixty days of the date the claim is denied by the immediate supervisor.

ARTICLE VII = ADMINISTRATIVE COMMITTEE

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1. The Committee will **consist** of eight members, four of whom shall be appointed by the Union! and four by the Company,
  2. The members of the Committee shall be appointed on or before April 1989, for the period from that date until December 31st, 1989, and yearly thereafter and shall **hold** office until the 31st of December in the year for which they are appointed or until their respective successors have been appointed. At the same time and in the same manner a like number of **substi tutes** shall also be named, Should a vacancy occur on the Committee, whether temporary or otherwise, the vacancy shall be filled by a person chosen by the party who appointed the original member. The Unions and Company shall **notify** each other in writing of the names of their appointees and substitutes to the Committee within five days of the date of appointment. Such notice shall be given **by**, and delivered to the following, or persons authorized to act an their behalf:

On behalf of the Union!;

Chairman, **Negotiating** Committee  
Associated Non-Operating Unions

On behalf of the Company:

Assistant Vice-president  
Industrial Relations  
CP Rail

3. Five member!; of the Committee shall be a quorum.
4. The members of the Committee shall select, from their own number, two Co-chairmen, one from the Unions and one from the Company, who shall hold office until the 31st day of December of the year for which they are selected, or until such earlier date **as** may be fixed by the Committee, or until their respective successors have been selected.
5. Each member of the Committee present at a meeting shall have the right ta cast one vote on each question. Decisions of the committee shall be carried by **five** or **more votes**, except as provided in Article VII.7, and shall be final and binding.
6. In the event that the **Committee is** unable to reach a decision on any question within its jurisdiction, any four members of the **Committee** may require the question to be referred to a referee. If the Committee is unable to reach a decision on the selection of a referee, it shall apply to **the** Minister of Labour of Canada for appointment of a referee.

7. When a matter has been referred to a referee as provided in Article VII.6, the referee shall, in respect of that question, have all the powers of the Committee as set out in Article VIII. The referee shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the referee shall be final and binding.
8. The Committee shall meet from time to time as it may determine. Subject to the wishes of the Committee, the Co-chairmen shall alternate in presiding over successive meetings.

**ARTICLE I L - POWERS AND DUTIES OF THE COMMITTEE**

1. Except as otherwise provided herein, the powers and duties of the Committee shall be:
  - (a) To meet with the Service Organisation as may be necessary to discuss the overall operations of the Dental Plan;
  - (b) To review general communications to employees with respect to the Dental Plan;
  - (c) To admit to coverage under the Dental Plan:
    - (i) any applicant bargaining unit that has a collective agreement with a Railway; and
    - (ii) any individual who has an employment relationship with a Railway and who does not qualify to be an Eligible Employee as defined herein, such individual being deemed to be an Admitted Employee;subject to such conditions as may be determined from time to time by the Committee, and with the concurrence to such admission of the Service Organization. Any admitted group or individual can only be admitted under the same terms and conditions as are applicable to Eligible Employees;
  - (d) To cancel the coverage or modify the conditions, or any part thereof, that may have been extended in accordance with Article VIII.1(c);
  - (e) To employ staff and consultants and to undertake such expenditures as it may deem necessary for the administration of the Dental Plan; and
  - (f) To review and determine all requests for review submitted to it pursuant to Article VI.5.
2. The Committee shall at all times and in all respects, be subject to instructions and directions from the Company and Unions or their successors.
3. No act or decision taken by the Committee or any member thereof shall have the effect of adding to, subtracting from, or modifying the terms of this Agreement.



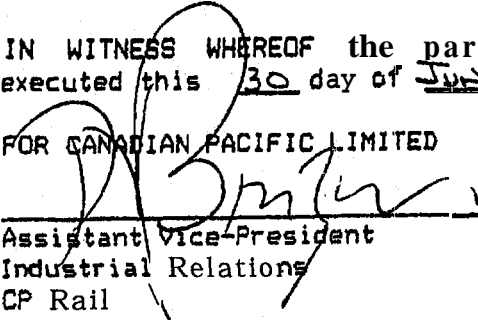
**ARTICLE IX - ENTIRE AGREEMENT**

This Agreement and the Appendices shall remain in effect until December 31, 1991, and thereafter until revised in the manner and at the time provided for in respect of the Master Agreements which are current from time to time.

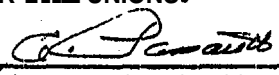
This Agreement and the Appendices "A", "B" and "C" attached hereto shall form the entire Agreement between the parties hereto and in the event of any inconsistency between this Agreement and Appendix "A", the provisions of Appendix "A" shall prevail.

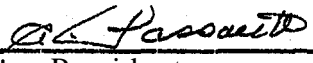
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 30 day of JUNE, 1989, at Montreal, Quebec:.

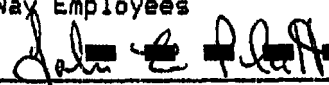
FOR CANADIAN PACIFIC LIMITED

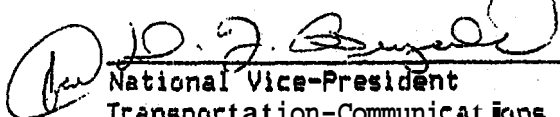
  
Assistant Vice-President  
Industrial Relations  
CP Rail

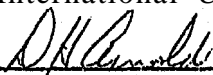
FOR THE UNIONS:

  
Chairman, Negotiating Committee  
Associated Non-Operating Railway  
Unions

  
Vice-President  
Brotherhood of Maintenance of  
Way Employees

  
National President  
Canadian Signal and  
Communications Union

  
National Vice-President  
Transportation-Communications  
International Union

  
System General Chairman  
Rail Canada Traffic Controllers

EMPLOYEES OF CANADIAN PACIFIC  
REPRESENTED BY THE ASSOCIATED NON-OPERATING RAILWAY UNIONS

**SECTION I - DEFINITIONS**

The terms used herein shall have the meanings as hereinafter provided and words implying the masculine gender include the feminine.

- (1) "Accidental Dental Injury" means an unexpected and unforeseen injury to the dental and contiguous structures happening without the direct intent of the person injured or happening as the direct result of his intentional act, such act not amounting to violent or negligent exposure to unnecessary danger.
- (2) "Adjusted Maximum Amount" means the maximum amount payable under the Benefit Provision during the first calendar year of coverage for any Eligible Employee or Dependent whose coverage becomes effective on or after July 1 of the calendar year and shall be the Adjusted Annual Dental Maximum Amount stated in the Table of Benefits for the Eligible Employee's Coverage Class.
- (3) "Calendar Year Deductible" means, in respect of the Covered Expenses incurred in the calendar year for which the Calendar Year Deductible is being calculated, the sum of the Covered Expenses which, when accumulated in the order in which they are incurred equals the individual Deductible Amount stated in the Table of Benefits for the Eligible Employee's Coverage Class,, except as provided in the Deductible Provisions. section.
- (4) "Co-Insurance Percentage" means that portion of Covered Expenses in excess of the Calendar Year Deductible which shall be reimbursed to the Eligible Employee pursuant to the Dental Plan. Such Co-insurance Percentage shall be further Identified in the Table of Benefits for the Eligible Employee's Coverage Class according to the type of treatment (Basic or Major) for which coverage is provided.
- (5) "Company" means Canadian Pacific Limited.
- (6) "Contractholder" means Canadian Pacific Limited.
- (7) "Covered Expenses" means, where permitted by law and to the extent that such services and supplies or portion thereof are not covered by the medical care insurance plan of the applicable province or any

"Covered Expenses" (Cont'd)

government dental plan or any other government health plan of the Eligible Employee's home province, Reasonable and Customary Charges for the types of dental treatment (Basic or Major) further described herein and identified in the Table of Benefits for the Eligible Employee's Coverage Class, up to but not exceeding the amount shown for a General Practitioner in the dental fee guide identified in the Table of Benefits for the Eligible Employee's Coverage Class, except that

- (a) if such service is rendered by a Dentist who is a specialist, and such dental fee guide contains a separate fee guide for his specialty, the maximum Covered Expense for such service shall be the amount listed in the guide for such specialty, and
- (b) if such service is rendered by a Dental Assistant or Dental Mechanic who is a member of a provincial group of Dental Assistants or Dental Mechanics which has its own official fee guide, the maximum Covered Expense for such service shall be the amount listed in such guide.

The following are Covered Expenses:

- A. Basic Expenses: Routine treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Assistant under the direct supervision of a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:
  - (a) The following services (i) to (iv) inclusive, each limited to twice in any calendar year:
    - (i) oral examination;
    - (ii) prophylaxis (the cleaning and scaling of teeth);
    - (iii) bite-wing x-rays;
    - (iv) topical application of fluoride solutions;provided that, for each of the above services, a period of at least five consecutive months has elapsed since the last such service was rendered.
  - (b) Full-mouth series of x-rays, provided that a period of at least twenty-four consecutive months has elapsed since the last such series of x-rays was performed.
  - (c) Extractions and alveolectomy at the time of tooth extraction.
  - (d) Amalgam, silicate, acrylic and composite restorations.

"Covered Expenses" (Cont'd)

- (e) Dental surgery.
  - (f) Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
  - (g) General anaesthesia required in relation to dental surgery.
  - (h) Necessary treatment for relief of dental pain.,
  - (i) The cost of medication and its administration when provided by injection in the dentist's office.
  - (j) Space maintainers for missing primary teeth, and habit-breaking appliances.
  - (k) Consultations required by the attending dentist,
  - (l) Surgical removal of tumors, cysts, neoplasms,
  - (m) Incision and drainage of an abscess.
  - (n) Periodontal treatment; - the treatment of gums and bone surrounding the teeth.
  - (o) Endodontic treatment - diagnosis and treatment of diseases of the nerve, including root canal therapy.
- B. Major Expenses: Treatment rendered or prescribed by a Physician, Surgeon, Dentist or Oral Surgeon, or rendered by a Dental Mechanic:
- (a) Provision of crowns and inlays.
  - (b) Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).
  - (c) Replacement of an existing prosthodontic appliance if
    - (i) the replacement appliance replaces an existing appliance which is at least five years old and cannot be made serviceable:
    - (ii) the replacement appliance replaces an existing appliance which was temporarily installed after the date the employee first became insured under the Benefit Provision in respect of the person requiring the replacement appliance; in this event such replacement appliance shall be considered a permanent (as opposed to temporary) installation;

"Covered Expenses" (Cont 'cl)

(iii) the replacement appliance is required as the result of the **instal lation** of an initial opposing denture after **the** date the employee became **insured** under the Benefit Provision in respect of the person requiring the replacement appliance:

(iv) the replacement appliance **ls** required as the result of Accidental Dental Injury which occurs after the **date** **the** employee first became insured under the Benefit Provision in respect of the person requiring the replacement appliance:

(v) the replacement, appliance is required because at least one additional natural tooth was necessarily extracted after the date the employee first became covered under the Benefit Provision in respect of the person requiring the replacement appliance and the existing appliance could not have been made **serviceable**.

**If** the existing appliance could have been made **serviceable**? only the **expense** for that portion of replacement appliance which replaces the teeth extracted **afte**r the date the employee first became covered in respect of the person requiring the replacement appliance shall be covered.

(d) Relines, **rebases** and repairs to existing dentures.

(e) Procedures involving the use of gold **if** such treatment could not have been rendered at lower cost by means **of** a reasonable substitute consistent with generally accepted dental practice.

If such treatment could have been rendered at lower cost by means of a reasonable substitute, only **the** expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.

(8) "Covered Expense Limitations" means the following incurred expenses which **shall** in no event be Covered Expenses:

(a) Services and supplies or portion thereof which are covered by a **government** health **plan** or any other government plan.

(b) Services and supplies for which a government or government agency prohibits the payment **of** benefits.

(c) Services and supplies provided by a **dental** or medical department **maintained** by the Employer, a **mutual** benefit

"Covered Expense Limitations" (Cont'd)

association, labour union, trustee (other than the Trustee as defined in the Dental Plan Agreement ) or similar type of group.

- (cl) Services and supplies required as the result of any intentionally self-inflicted injury, or as the direct result of war (declared or undeclared) or of engaging in a riot or insurrection.
  - (e) Services and supplies rendered for dietary planning for the control of dental caries, for plaque control, for oral hygiene instructions, or for congenital or developmental malformation.
  - (f) Services and supplies rendered principally for cosmetic purposes including, but not limited to, facings on crowns or pontics posterior to the second bicuspid.
  - (g) Services and supplies rendered for a full mouth reconstruction for a vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.
  - (h) Dental treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature.
  - (i) Dentures which have been lost, mislaid or stolen.
  - (j) Broken appointments or the completion of claim forms required by the Service Organization.
  - (k) Dental treatment that is not Treatment Necessarily Rendered. It is provided, however, that the Dental Plan shall consider as Covered Expenses (subject to the definition of Reasonable and Customary Charges) that portion of the expense that would have been incurred for an alternate form of treatment that would qualify as Treatment Necessarily Rendered.
  - (l) Services and supplies referred to in General Limitation B.
  - (m) Orthodontic: Treatment.
- (9) "Dental Assistant" means a person duly qualified to perform the service rendered and shall include a dental hygienist and any other similarly qualified person.
- (10) "Dental Benefits" means the amount to which an Eligible Employee or Dependent is entitled to pursuant to Section IV hereof.

- (11) "Dental Mechanic" means a person
- (a) who is duly qualified to perform the service rendered and shall include a dental therapist, **denturist**, denturologist and any other similarly qualified person, and
  - (b) who practices in a province or state in which he is legally permitted to deal directly with the public.
- (12) "Dental Plan" means the Dental Plan described herein.
- (13) "Dental Plan Agreement" shall mean the agreement entered into between the Company and the Unions on the \_\_\_\_\_ day of \_\_\_\_\_ 1989, in respect of Dental Benefits.
- (14) "Dentist" and "Oral Surgeon" mean any person duly qualified and legally licensed to practice dentistry in Canada or the United States, provided that such person renders a service within the scope of his license.
- (15) "Eligible Employee(s)" means an employee of a Railway who is eligible for benefits pursuant to the eligibility requirements of Article III;
- (16) "Dependent(s)" means :
- (i) the Eligible Spouse of an Eligible Employee, and
  - (ii) any unemployed dependent children, stepchildren or adopted children of an Eligible Employee:
    - (a) under age twenty-one and residing with such Eligible Employee or the Eligible Spouse of such Eligible Employee, or
    - (b) under age twenty-five if registered as a full-time College or University Student, or
    - (c) of any age if handicapped and solely dependent upon such Eligible Employee,
- but
- (iii) excludes any person who is covered under this Dental Plan as an Eligible Employee;
- (17) "Eligible Spouse" means the person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible 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 Eligible Employee.

- (18) "Employer" means a Railway as defined herein.
- (19) "Maximum Amount" means the maximum amount payable under the Benefit Provision for any Eligible Employee or Dependent in any one calendar year and shall be the Annual Dental Maximum Amount stated in the Table of Benefits for the Eligible Employee's Coverage Class.
- (20) "Participating Province" means for the purposes of General Limitation C, the term "Participating Province" as defined in the Medical Care Act of Canada.
- (21) "Physician" means only a duly qualified physician who is legally licensed to practice medicine in Canada or the United States.
- (22) "Railway" means Canadian Pacific Limited and its subsidiaries, joint properties listed in the Master Agreement, an employer associated therewith, a group of whose employees has been admitted as provided by Article VIII.1 (c). For the purpose of this agreement, the Algoma Central Railway is included herein.
- (23) "Reasonable and Customary Charges" means charges for services and supplies of the level usually furnished for cases of the nature and severity of the case being treated and which are in accordance with representative fees and prices as provided for in the Table of Benefits.
- (24) "Service" and "Work" mean employment with the Employer.
- (25) "Service Organization" means the institution which is responsible for the daily administration and operation of the Dental Plan.
- (26) "Surgeon" means only a duly qualified physician who is legally licensed to practice surgical medicine in Canada or the United States.
- (27) "Treatment Necessarily Rendered" means treatment necessarily rendered
- (a) for the prevention of dental disease or dental defect, but limited to those services and supplies, if any, listed in the definition of Covered Expenses, and
  - (b) for the correction of dental disease, dental defect or Accidental Dental injury
- provided that such treatment is consistent with generally accepted practice.

- (28) "Treatment Period" means the period during which a planned course of Basic or Major Treatment is to be rendered as estimated in the Treatment Plan for the complete correction of any dental disease, dental defect or Accidental Dental Injury.
- (29) "Treatment Plan" means a written report prepared by the attending practitioner as the result of his examination of the patient, and providing the following:
- (a) the recommended treatment for the complete correction of any dental disease, defect or Accidental Dental Injury, and
  - (b) the period during which such recommended treatment is to be rendered ; and
  - (c) the estimated cost of the recommended treatment and necessary appliances.

**SECTION II - ELIGIBILITY FOR COVERAGE**

1. An employee and his dependents shall become eligible for benefits under the Dental Plan on the first day of the calendar month next following the date on which he completes twelve months of compensated service.
2. An employee who has compensated service for a regular or partial eight-hour shift for 252 days will be deemed to have completed twelve months of compensated service. In respect of employees covered by spare board provisions, days worked and/or available will be deemed to be days of service.
3. After an employee has established eligibility, such eligibility shall be continued during each month in which he has compensated service,
4. An Eligible Employee who is laid off, on leave of absence, on strike or is dismissed (and is subsequently re-instated) and whose dental coverage is terminated pursuant to this Agreement is again eligible for benefits on the date he returns to active Work.
5. The coverage of a Dependent is conditional upon the eligibility of the employee in relation to whom the former is a Dependent.
6. Notwithstanding the provisions of this Article and subject to Article VIII.1(c)(ii), of the Dental Plan Agreement, all those individuals who would, but for their full-time employment as officers of Unions representing bargaining units covered by this Plan, be full-time employees with one of the Railways may be admitted to coverage under this plan. Such individuals shall pay direct to the Company the appropriate amount to secure coverage under this plan.

Effective Date of an **Eligible Employee's Coverage**

7. The coverage of an Eligible Employee becomes effective on the date he becomes eligible in accordance with Section II.
  - a. However, the coverage of any employee who is not actively at Work or in receipt of pay on the date his coverage would otherwise become effective shall not become effective until the date of his return to Work.
9. The coverage of a Department is conditional upon the eligibility of the employee in relation to whom the former is a Dependent.

**SECTION 1.1 - ELIGIBLE EMPLOYEE'S COVERAGE CLASS**

Each Eligible Employee covered hereunder shall be covered in the Coverage Class to which he belongs on the basis of the following Table of Coverage Classes :

Table of Coverage Classes

	(a) if he has no <u>dependents</u>	(b) if he has one or <u>more dependents</u>
All Eligible Employees	001-0	002-1

F BENEFITS

'This Table of Benefits by itself has no full meaning and must only be interpreted in conjunction with other provisions of this Dental Plan.

'The benefits for which an Eligible Employee is covered shall be those shown in the following Table of Benefits for the Coverage Class in which the Eligible Employee is covered:

Table of Benefits

Effective Date - January 1, 1989

<u>Dentalcare Benefits</u>	<u>Eligible Employee; and Dependents</u> <u>Both Coverage Classes</u>
Covered Expenses	See Benefit Provision
Dental Schedule	
- applicable to treatment rendered in Canada	The dental fee guide in effect on the date and in the province in which the treatment is rendered, up to and including December 31, 1991.
- applicable to treatment rendered outside of Canada	The dental fee guide in effect in the province in which the Eligible Employee resides on the date the treatment is tendered, up to and including December 31, 1991.
Calendar Year Deductible (applicable to all Dentalcare Covered Expenses)	
- Individual Deductible Amount	\$35.00
- Family Deductible Amount	\$35.00
Co-Insurance Percentage	
- in respect of Basic Treatment Expenses	100%
- in respect of Major Treatment Expenses	50%
Annual Dental Maximum Amount	\$1,000.00
Adjusted Annual Dental Maximum Amount	\$500.00

SECTION V - **BENEFIT PROVISION: DENTALCARE: EXPENSE BENEFITS FOR**  
**ELIGIBLE EMPLOYEES AND DEPENDENTS**

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Benefit Payment Clause

Subject to **the** other sections of this Benefit Provision, if an Eligible **Employee** incurs Covered Expenses

- (a) as a result of Treatment Necessarily Rendered, or,
- (b) **while** covered under this Benefit Provision, in respect of a Dependent for whom such Covered Expenses **are** incurred,

then, for all such Covered Expenses **incurred** in respect of such Eligible Employee **or** Dependent in any one calendar year, the Co-insurance Percentage (as stated in the 'Table of Benefits for the **Eligible Employee's Coverage Class**) of those such Covered Expenses shall be paid up to but not exceeding the Maximum Amount (**\$**) stated in the Table of Benefits **for** the **Eligible Employee's Coverage Class**.

Treatment Plan Provision

An Eligible Employee **should**, prior to the commencement of a course of dental treatment for which the estimated cost **is \$200 or more**, submit to the Service Organization a Treatment Plan but solely as a basis for the determination of **benefit**; and not as a prerequisite for the payment of benefits. The Service Organization will thereafter advise the **Eligible Employee** of the amounts payable under this Benefit Provision for the **treatment envisaged** by the Treatment Plan on **the** basis of the Treatment Plan estimate.

Deductible Provisions

Calendar Year Deductible - It is hereby provided **that:**

- (1) the Individual Deductible Amount shall be applied only once to a **course** of treatment for which a Treatment Plan was submitted in accordance with the Treatment Plan was submitted in accordance with the Treatment Plan Provision if **the** treatment was **actually** rendered in the Treatment Period estimated in the Treatment Plan and the treatment **continued** beyond **the** calendar year in **which** the course of treatment commenced;
- (2) **not more** than the Family Deductible Amount (as stated in the Table of Benefits for the **Eligible Employee's Coverage Class**) shall be applied against the Covered Expenses of an Eligible Employee and all his Dependents in any one calendar year;

Miscellaneous Provisions

- (1) A Covered Expense is deemed to have been incurred on the date the service was rendered or the supply was purchased.
- (2) Covered Expenses shall be subject to the Coordination of Benefits Provision as defined in this Dental Plan.

SECTION.VI - GENERAL LIMITATIONS

**A.** No benefits shall be paid for or on account of:

- (i) an Accidental Dental Injury arising out of or in the course of any employment for remuneration or profit other than with the Employer, or
- (ii) an Accidental Dental Injury of a Dependent arising out of or in the course of any employment for remuneration or profit, or
- (iii) a sickness for which the person whose claim is presented is entitled to indemnity in accordance with the provisions of any Workers' Compensation or similar law.

**B.** No benefits shall be paid for:

- (i) services received in a hospital owned or operated by the Government of Canada or the Government of the United States, unless the Eligible Employee or Dependent is required to pay for such services, or
- (ii) services provided by a provincial government hospitalization or health plan in which the Eligible Employee or Dependent is eligible to participate, or
- (iii) services rendered to the Eligible Employee or to the Dependent to which such person is entitled without charge pursuant to any law, or for which there is no cost to the Eligible Employee or Dependent except for the existence of insurance against such cost.

**C.** No benefits shall be paid under the provisions of this Dental Plan in respect of expenses incurred for Covered Expenses for which benefits are provided under the Medical Care Insurance Plan of the Participating Province in which the insured person is or was a resident.



SECTION VII - CURRENCY

All monies payable under this Dental Plan shall be payable in lawful money of Canada.

**SECTION I - TERMINATION OF AN ELIGIBLE EMPLOYEE'S COVERAGE**

1. The coverage of an Eligible Employee and Dependents under this Dental Plan terminates automatically on the earliest of the following dates:
  - (i) in the event the contracts with the Service Organization are discontinued,, the date of such discontinuance;
  - (ii) the date on which an Eligible Employee's Service is terminated by resignation or dismissal;
  - (iii) the date of the last day worked if Work ceases due to
    - (a) leave of absence in excess of thirty days due to disability (including disability covered by Worker's Compensation) or pregnancy;
    - (b) lay-off or strike;
    - (c) death;
  - (iv) the date on which the Eligible Employee retires in accordance with his employer's pension rules;
  - (v) the last day of the month during which the Eligible Employee transfers to a position to which this Dental Plan does not apply;
  - (vi) the date of the last day worked if Work ceases due to leave of absence for a known period of more than thirty days for reasons other than disability or pregnancy;
  - (vii) the date on which a Dependent ceases to be a Dependent.
2. Notwithstanding anything to the contrary contained herein, Eligible Employees who have been involuntarily laid-off due to the annual shop closedown for annual vacation shall continue to be covered for emergency dental treatment during the period of such closedown.

**Extended Benefits after Termination of an Eligible Employee's Coverage**

3. Dental expenses which are incurred by an Eligible Employee or Dependent after termination of coverage as a result of 1.(iii) or 1.(v) above will be Covered Expenses if supplies involved were ordered or the treatment involved commenced while the Eligible Employee or Dependent was covered, but only if the item is finally delivered or installed or the treatment is completed no later than thirty calendar days after the last day worked.

SECTION IX - PROVISION FOR COORDINATION BETWEEN THIS DENTAL PLAN  
AND OTHER BENEFITS

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A. Benefits Subject to this Provision

All of the benefits provided under this Dental Plan are subject to this Provision.

B. Definitions

(1) "Plan" means any arrangement providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by

(a) any group or group-type

(i) insurance policy,

(ii) prepayment subscriber contract, or

(iii) automobile insurance plan;

(b) any labor-management trusteed plan (other than this Dental Plan), union welfare plan, employer organization plan, or employee benefit organization plan;

(c) any governmental plan which provides benefits or services, and any coverage required or provided by any statute;

(d) any individual automobile insurance plan,

The term "group-type" means any policy, contract or plan which

(i) is not available to the general public, and

(ii) can be obtained and maintained only because of the covered person's membership in or connection with a particular organization or group;

regardless of whether individual policy forms are utilized, and whether such plan is designated as "franchise", "blanket" or in some other fashion.

The term "Arrangement" shall be construed separately with respect to each policy, contract, or other arrangement for benefits or services and separately with respect to (i) that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and (ii) that portion which does not,

- (2) "This Arrangement" means that portion of this Dental Plan which provides the benefits that are subject to this Provision,
- (3) "Allowable Expense(s)" means any Reasonable and Customary Charges at least a portion of which are covered under at least one of the Arrangements covering the person for whom claim is made.

Benefits under a governmental plan shall be taken into consideration without expanding the definition of "Allowable Expense" beyond the hospital, medical and surgical benefits as may be provided by such governmental plan.

When an Arrangement provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an Allowable Expense and a benefit paid.

- (4) "Claim Determination Period" means a calendar year.

C. Effect on Reprof. Lts

- (1) This Provision shall apply in determining the benefits payable to an Eligible Employee covered under This Arrangement for any Claim Determination Period if, for the Allowable Expenses incurred by such Eligible Employee and his Dependents during such Treatment Period, the sum of

- (a) the benefits that would be payable under This Arrangement in the absence of this Provision, and
- (b) the benefits that would be payable under all other Arrangements in the absence therein of provisions of similar purpose to this Provision,

would exceed such Allowable Expenses.

- (2) As to any Claim Determination Period with respect to which this Provision is applicable, the benefits that would be payable under This Arrangement in the absence of this Provision for the Allowable Expenses incurred by such Eligible Employee and his Dependents during such Claim Determination Period shall be reduced to the extent necessary so that the sum of

(a) such reduced benefits and (b) all the benefits payable for such Allowable Expenses under all other Arrangements, except as provided in item (3) of this Section C, shall not exceed the total of such Allowable Expenses. Benefits payable under another Arrangement include the benefits that would have been payable had claim been duly made therefor.

(3) If

- (a) another Arrangement which is involved in item (2) of this Section C and which contains a provision coordinating its benefits with those of This Arrangement would, according to its rules, determine its benefits after the benefits of This Arrangement have been determined, and
- (b) the rule set forth in item (4) of this Section C would require This Arrangement to determine its benefits before such other Arrangement,

then the benefits of such other Arrangement will be ignored for the purposes of determining the benefits; under This Arrangement.

(4) For the purposes of item (3) of this Section C, the rules establishing the order of benefit determination are:

- (a) the benefits of an Arrangement which covers the person on whose expenses claim is based other than as a Dependent shall be determined before the benefits of an Arrangement which covers such person as a Dependent;
- (b) the benefits of an Arrangement which covers the person on whose expenses claim is based as a Dependent of a male person shall be determined before the benefits of an Arrangement which covers such person as a Dependent of a female person;
- (c) when rules (a) and (b) do not establish an order of benefit determination, the benefits of an Arrangement which has covered the person on whose expenses claim is based for the longer period of time shall be determined before the benefits of an Arrangement which has covered such person the shorter period of time.

In determining the length of time an individual has been covered under a given Arrangement, two successive Arrangements of a given group shall be deemed to be one continuous Arrangement so long as the claimant concerned was eligible for coverage within twenty-four hours after the prior Arrangement terminated. Thus, neither a change in the amount or scope of benefits provided by an Arrangement, a change in the carrier insuring the Arrangement nor a change from one type of Arrangement to another (e.g. single employer to multiple employer Arrangement, or vice versa) would constitute the start of a new Arrangement.

If a claimant's effective date of coverage under a given Arrangement is subsequent to the date the carrier first contracted to provide the Arrangement for the group concerned, then, in the absence of specific information to the contrary, the claimant's length of time covered under that Arrangement shall be measured from the claimant's effective date of coverage.

If a claimant's effective date of coverage under a given Arrangement is the same as the date the carrier first contracted to provide the Arrangement for the group concerned, then the carrier shall request the group concerned to furnish the date the claimant first became covered under the earliest of any prior Arrangements the group may have had. If such date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time his coverage under that Arrangement has been in force.

- (5) When this provision operates to reduce the total amount of benefits otherwise payable to an Eligible Employee or Dependent covered under This Arrangement during any Claim Determination Period, each benefit that would be payable in the absence of this Provision shall be reduced proportionately, and such reduced amount shall be charged against any applicable benefit limit of This Arrangement.

D. Right to Receive and Release Necessary Information

for the purposes of determining the applicability of and implementing the terms; of this Provision, This Arrangement, or any provision of similar purpose of any other Arrangement, the Service Organization may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information with respect to any person which the Service Organization deems to be necessary for such purposes. Any Eligible Employee claiming benefits under This Arrangement shall furnish to the Service Organization such information as may be necessary to implement this Provision.

E. Claim Payment Time Limit

If the investigation of possible other coverage for Coordination of Benefits purposes delays payment beyond sixty days, payment of the claim shall be made pursuant to this Dental Plan. If such payment is made as the primary plan because there is insufficient information to make payment as the secondary plan, the Service Organization shall have the right to recover such excess benefits in accordance with the Right of Recovery Provision.

F. Facility of Payment

Whenever payments which should have been made under This Arrangement in accordance with this provision have been made under any other Plans, the Service Organization shall have the right, exercisable alone and in its sole discretion, to pay over to any organisations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this Provision, and amounts so paid shall be deemed to be benefits paid under This Arrangement and, to the extent of such payments, the Employer shall be fully discharged from liability under This Arrangement.

G. Right of Recovery

Whenever payments have been made by the Service Organization with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Provision, the Service Organization shall have the right to recover such payments to the extent of such excess from among one or more of the following as the Service Organization shall determine: any persons to or for or with respect to whom such payments were made, any insurance companies and any other organizations.

SECTION - - GENERAL PROVISIONS

Notice of Claim

Written notice of claim must be given to the Service Organization within sixty days after any expense covered by the Dental Plan has been incurred, or as soon thereafter as is reasonably possible.

Time of Payment of Benefits

Benefits payable under this Dental Plan for any Covered Expense will be paid by the Service Organization immediately upon receipt of due written proof of such Expense.

Payment of Claims

If any benefit of this Dental Plan shall be payable to the estate of an Eligible Employee or to an Eligible Employee not competent to give a valid release, the Service Organization shall pay such benefit up to the maximum provided for under the Dental Plan to the proper legal representative of the Eligible Employee. Any payment made by the Service Organization in good faith pursuant to this Provision shall fully discharge the Employer to the extent of such payment.

The benefits provided by this Dental Plan shall be paid directly to the Eligible Employee unless he directs on the claim form that such benefits or part thereof shall be paid directly to the provider of the services covered hereby.

Claims Review Procedure

Any employee who is denied all or any part of a claim for reimbursement by the Service Organization shall receive from the Service Organization a notice in writing setting forth the specific reasons for such denial, specific reference to the Dental Plan's provisions on which the denial is based, a description of any additional material necessary for the claimant to support the claim, and explanations both as to why such material is necessary and as to the terms of the Dental Plan's claims review procedure, all written in a manner calculated to be understood by the person whose claim has been denied.

Any employee whose claim has been denied by the Service Organization may submit, within sixty days after such denial, information and material in support of the claim to the Service Organization's claims review section. Within sixty days of receiving such submission, the claims review section shall review it and make a determination. This determination shall be final, shall be in writing and shall include specific reasons for the decision and specific reference to the Dental Plan provisions on which it is based; it shall also be written in a manner calculated to be understood by the claimant. In connection with any such review, the claimant will be permitted to examine pertinent documents and to submit issues and comments in writing.



Physical Examinations

The Service Organization, at its own expense, shall have the right and opportunity to have the Eligible Employee or Dependent examined when and as often as it may **reasonably** require during **the pendency** of a benefit payment hereunder.

Actions . . .

No legal action shall be brought to recover benefits payable under this Dental Plan prior to the expiration of **sixty days** after written proof of **loss has** been furnished in accordance with the requirements of this Dental Plan, No such action **shall** be brought after the expiration **of** three years after the **time** written proof of **loss** is required to be furnished.

LISTING OF COLLECTIVE AGREEMENTS COVERED  
BY THE MASTER AGREEMENT

<u>ORGANIZATION</u>	<u>AGR. #</u>	<u>CLASSIFICATION OF EMPLOYEES</u>	<u>LOCATION</u>
<u>Canadian Pacific Limited</u>			
Brotherhood of Maintenance of Way Employees	41	Employees in Track and B&B Department	CP Rail, Dominion Atlantic Rly, Esquimalt & Nanaimo Rly, Quebec Central Rly, Grand River Railway, Lake Erie & Northern Railway Company
	42	Extra Gang Labourers;	CP Rail, Dominion Atlantic Rly, Esquimalt & Nanaimo Rly, Quebec Central Rly, Grand River Railway, Lake Erie & Northern Railway Company

<u>ORGANIZATION</u>	<u>AGR.</u> <u>- #</u>	<u>CLASSIFICATION OF</u> <u>EMPLOYEES</u>	<u>LOCATION</u>
Brotherhood of Maintenance of Way Employees (cont'd)		Employees in Rail Reclamation Plants	Lines in Canada
		Operators, Power Machines	Liner; in Canada
		Employees, Work Equipment Repair Shops	Lines in Canada
		Employees in Rail Butt Welding Plants	Lines in Canada
Canadian Signal and Communications Union	1	S&C Foreman, S&C Assistant Foreman, S&C Senior Technician, S&C Technician, S&C Leading Maintainer, S&C Maintainer, S&C Maintainer's Helper, S&C Wireman, S&C Fitter, S&C Gang Helper, S&C Labourer, S&C Assistant Shop Foreman, S&C Leading Repairman <sup>9</sup> S&C Repairman, and S&C Junior Repairman	Lines in Canada

<u>ORGANIZATION</u>	<u>AGR. #</u> <u>CLASSIFICATION OF EMPLOYEES</u>	<u>LOCATION</u>
Transportation- Communications Union	Clerks and other classes of employees	Lines in Canada
	Freight Handlers	Montreal Wharf
	Security Guards, Department of Investigation.	Lines in Canada
Rail Canada Traffic Controllers	Train Dispatchers, Traffic Supervisors, Dispatcher Operators, Agents, Operators, Station Assistants .	CP Rail Dominion Atlantic Railway, Esquimalt and Nanaimo Ry, Quebec Central, Railway
Grand River Railway Company, <u>Lake Erie &amp; Northern Railway Company</u>		
Transportation- Communications Union	Dispatchers, Operators, System Clerks and Shedmen	

## APPENDIX "C"

LIST-OF ADMITTED GROUPS

<u>COMPANY</u>	<u>GROUP</u>	<u>UNION AFFILIATION</u>
Canadian Pacific: Limited	Constables & Sergeants	CPPA
	Licensed Shipboard Personnel - BCCSS	CMSG
	Unlicensed Shipboard Personnel - BCCSS	SIU
	Pursers, Chief Stewards and Second Stewards - BCCSS	TCU
	Galley Staff Employees - BCCSS	TCU
Algoma Central Railway	Associated Non-Operating Employees	BMWE & TCU