

Collective Agreement No. 1.4

Between

VIA Rail Canada Inc.

And

Brotherhood of Locomotive Engineers

**Passenger Road Service
East / West**

1.4

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SECTION 1
Passenger Road Service
Common
East / West

**Article 1
Successor Rights**

1.1 When the Corporation sells, leases, merges, amalgamates or transfers or agrees to sell, lease, merge, amalgamate or transfer its business or the operation thereof, or any part of either of them, the Corporation or the purchaser, lessee, or transferee or any of them will be a party to and be bound by existing Collective Agreement / agreements or subsequent Collective Agreement / agreements entered into with the bargaining agent representing any locomotive engineers affected by the sale, lease, merger, amalgamation, transfer or contract.

The Collective Agreement continues in force and is binding upon the parties to the aforementioned conditions.

**Article 2
Rates of Pay Passenger / Road Service**

2.1 Locomotive engineers

| | | |
|-----|---------------------------|-------------|
| (a) | Effective | Oct 1, 2003 |
| | Per Week | \$1622.89 |
| | Per Day | \$324.58 |
| | Per Hour | \$40.57 |
| (b) | Dollar Amount Increase | Jan 1/2000 |
| | to Incumbency Per 28 days | \$118.76 |

Additional Compensation

2.2 Locomotive engineers who are compensated at the base weekly rate will receive the following compensation, in addition to the base rate:

(a) Held-away-from-home terminal payment in excess of thirteen (13) hours.

(Refer to article 13- Held-Away).

Rates Effective Per Hour:

Oct 1, 2003 = \$25.04

- (b) Overtime payments for time worked in excess of one hundred and sixty (160) hours in each four-week period. (Refer to Article 3 - Overtime)

Rate Effective Per Hour:

Oct. 1, 2003 = \$60.86

- (c) Travel allowances: (Refer to article 219)
- (d) Payments for General Holidays: (Refer to articles 223, 117)
- (e) Run-arounds: (Refer to article 16)
- (f) Picking up and Setting out Diesel Units: (Refer to article 10)
- (g) Training Rates: (Refer to addendum 7)

As determined elsewhere in the Collective Agreement.

2.3

Maintenance of Earnings

- (a) The Corporation will automatically pay employees their maintenance of earnings.
- (b) The employee will only be required to fill out claim form when amount paid is in dispute.

(Refer to Addendum 13 Maintenance of Earnings)

Article 3 Hours of Service and Overtime

- 3.1 The principle of the 40-hour week is recognized and an average of 160 hours in road service shall constitute a basic four-week period.
- 3.2 As the nature of work performed necessitates irregular distribution of Locomotive engineers, hours of work, and days of assignment, the principle of averaging will be in accordance with the following formula:

Locomotive engineers

- (a) Locomotive engineers shall be paid a basic salary for each two-week period:

| Example: | | Hours Credited | Hours paid |
|----------|-------------------|----------------|------------|
| | 1st 2-week period | 90 | 80 |
| | 2nd 2-week period | 55 | 80 |
| | Total | <u>145</u> | <u>160</u> |
| | Guarantee | 15 | |
| | Total | <u>160</u> | <u></u> |
| | Adjustment | <u>0</u> | <u>0</u> |

- (b) Hours worked in each consecutive 4-week period will be averaged to determine time worked in excess of the aggregate basic 160 hours, and hours in excess of the aggregate shall be paid at time and one-half at the hourly rate provided for in article 2.2 (b).

| Example: | | Hours Credited | Hours paid |
|----------|----------------------|--------------------------|------------|
| | 1st 2-week period | 100 | 80 |
| | 2nd 2-week period | 75 | 80 |
| | Total | <u>175</u> | <u>160</u> |
| | *Adjustment | 15 | 22.5 |
| | Total | <u>160</u> | <u></u> |
| | Adjustment | <u>0</u> | <u>0</u> |
| | 15 hours at 1 1/2 | (straight time rates) | 22.5 |
| | | | 182.5 |

* Payable 1st pay period after the four-week period involved.

- (c) Unless otherwise arranged, runs in road service extending over more than one seniority district will be manned by Locomotive engineers from each of the Seniority Districts involved, proportionately as nearly as possible. Locomotive engineers on those assignments that presently receive payments as compensation for equalization of miles will not suffer any loss in equalization compensation. This compensation payment will not be included in the calculation of the locomotive engineers' guarantee but will be included in maintenance of earnings.

- 3.3. (a) Locomotive engineers missing their assignments for the following reasons, as defined in the Collective Agreement, will have their guarantees protected:
- < Attending court.
 - < Bereavement leave.
 - < Jury duty.
 - < Periodic Rules - when scheduled by the Corporation.
 - < Periodic Medical - when scheduled by the Corporation.
 - < Investigations.
 - < Inquests.
 - < Corporation-initiated meetings.
- (b) Payments for the following, if incurred during layover, will be made in accordance with the provisions of the Collective Agreement. They shall be over and above the guarantee and shall not be included in the accumulation towards 160 hours:
- < Periodic rules.
 - < Periodic Medical.
 - < Investigations.
 - < Corporation - initiated meetings.
- (c) General Holiday pay will be 8 hours paid at straight time, over and above the guarantee and is not calculated in the accumulation towards 160 hours. In addition, time worked on the actual General Holiday is paid at time and one-half, and those hours worked are calculated in the accumulation towards 160 hours.
- 3.4 (a) For the purpose of computing time worked by a locomotive engineer during a four-week period, time shall be counted from 0001 hours on the first day of the period, until midnight of the last day of the same four-week period.
- (b) One calendar year shall be deemed to consist of 52 weeks.
- 3.5 (a) Regularly assigned locomotive engineers will not be required to perform work on another assignment to make up their guarantee for the basic four-week period.
- (b) Work performed by an assigned locomotive engineer during layover, on other than his own assignment, shall be paid over and above the guarantee and included towards the accumulation of 160 hours for overtime purposes.

- 3.6 Locomotive engineers shall be allowed a minimum of eight calendar days off at their home terminal for each designated four-week period. Of the eight calendar days off, they shall be entitled to one calendar day off in each designated week, and 4 calendar days off in each two-week period. In the event that a locomotive engineer is not allowed 4 days off in each designated two-week period, the Corporation shall pay a one hour penalty to that locomotive engineer for each third and fourth day missed, without affecting the obligation of the corporation to provide 8 calendar days off in the four-week period (the obligation to provide one calendar day off in each week remains mandatory).
- 3.7 Locomotive engineers who do not complete their round trip assignments (except for personal or disciplinary reasons) and are returned to their home terminal ahead of time will be compensated for actual time worked, but not to be less than four hours, and their guarantee will be protected.
- 3.8 Regularly assigned locomotive engineers who complete their round trip assignments but are re-routed due to an emergency or service disruption will be compensated for actual time worked but not to be less than 4 hours, and their guarantee will be protected.
- 3.9 (a) A locomotive engineer, arriving at his home terminal, and who has been awarded an assignment, which is due to operate within 10 hours of his arrival, will not have his guarantee reduced if he books rest past that assignment.
- (b) A locomotive engineer who is displaced will have his guarantee protected if he displaces within eight hours and fills the assignment on the first trip out. (Mackenzie)
- 3.10 Locomotive engineers performing service will be paid on a minute by minute basis, with a minimum of four hours in straight away service, or a minimum of eight hours when returned to their home terminal on the same calendar day.
- 3.11 Regularly assigned locomotive engineers who booked rest at their home terminal, which results in their missing their assignment, will have their guarantee reduced by the hours of the assignment missed, unless the relieving locomotive engineer was required to report for duty within 10 hours from the time the regularly assigned locomotive engineer booked rest.
- 3.12 Locomotive engineers who booked rest at an away-from-home terminal will have their guarantee reduced by all the hours of the tour of duty missed, unless the train was delayed by two or more hours which results in the regular layover now being less than six hours.

3.13 Locomotive engineers who miss work opportunities for the following reasons:

- (a) Leave of absence because of sickness, injury or personal reasons;
- (b) Suspension as part of disciplinary actions;
- (c) Failing to exercise seniority within eight hours of a displacement,

Will have their guarantees reduced by an amount equal to the hours earned by the locomotive engineer who replaced them.

Crewing

- 3.14
- (a) Trains will be crewed with two locomotive engineers, who will go on or off duty as a unit. Exceptions to the crewing may be made in the event of the use of railiner equipment, similar equipment or other technological improvements, or in emergency situations, subject to applicable laws and regulations. Any permanent changes to the crewing that would have significant adverse effects will be negotiated between the Corporation and the Brotherhood under the applicable material change provision of the collective agreement in force at the time.
 - (b) There will be two locomotive engineers within the locomotive cab although, it is recognized by both parties that for operating purposes, one locomotive engineer shall be designated as "in-charge". Such designation may vary between the two locomotive engineers.

Cab Amenities

- 3.15 The Corporation has agreed to air condition its locomotives. The process and schedule is to be agreed upon during the closed period. The cab committee will meet within 90 days of the ratification of this agreement to review the issue and plan a schedule.

Article 4 Basic Day

- 4.1 A minimum basic day shall be established in accordance with the tour of duty. In the calculation of this principle, the following shall apply:

| | Time on Duty | Basic Day | 2003 |
|-----|---------------------|------------------|-------------|
| (a) | 0'00" - 4 hours | 4 hours | 162.29 |
| (b) | 4'01" - 6 hours | 6 hours | 243.43 |
| (c) | 6'01" - 8 hours | 8 hours | 324.58 |
| (d) | over 8 hours | Actual time | |

- 4.2 Locomotive engineers called out to attend locomotives after termination of tour of duty will be paid a minimum of four (4) hours for each call. Time paid for under this paragraph shall not be used to make up the basic day.
- 4.3 Locomotive engineers performing service will be paid on a minute by minute basis, with a minimum of four hours in straight away service, or minimum of eight hours when returned to their home terminal on the same calendar day.

Article 5 Preparatory Time

Passenger Service

- 5.1 Locomotive engineers obtaining locomotives on shop track, except as provided in Article 8, will report for duty 15 minutes prior to time locomotives are required to leave shop track. Such time shall be allowed for performing duties required of them prior to leaving the shop track at beginning of a day's work, and shall be paid for at applicable rate.
- 5.2 Locomotive engineers will report for duty 15 minutes prior to departure from shop track or station or change off point or designated track.
- 5.3 Time paid under this article, shall not be used to make up the basic day.

(Refer to Addendum 4)

Article 6

Initial Terminal time

Passenger Service

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

- (a) Straight-away service - Diesel - electric locomotives obtained on shop track or other designated location.

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

- (b) Straight-away-service - Changing off on diesel-electric locomotives.

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

- (c) Straight-away service - Electric locomotives,

From time required to report for duty until departure of train from initial passenger station.

- (d) Time paid under sub-paragraphs (a), (b) and (c) of this paragraph will be computed on the minute basis at passenger rates of pay.

- (e) Short turnaround service - Diesel-electric locomotives, electric locomotives,

From time required to report for duty until departure from initial passenger station. Such time to be paid for on the minute basis at passenger rates of pay.

- (f) Time paid under sub-paragraphs (c) and (e) of this Article 6 will cover all service performed prior to time of departure from initial passenger station.

Article 7 Final Terminal Time

7.1 Final Terminal Time will be computed and paid for on the following basis:

- (a) Straight-away service - Diesel-electric locomotives delivered on shop track.

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

- (b) Straight-away service-changing off on diesel-electric locomotives.

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

- (c) Straight-away service - Electric locomotive,

From time of arrival at final passenger station, until time of registering off duty.

7.2 Time paid under Article 7.1 will be computed on the minute basis at the applicable passenger rate.

7.3 Time paid under Article 7.1 may be used to the extent necessary to make up the basic day.

Article 8 Inspection Time

8.1 Locomotive engineers will be allowed 15 minutes after the time locomotives are delivered on designated shop track, (except as provided in Article 250 East). Such time shall be allowed for performing duties required of them after their locomotive is delivered on the shop track at the end of a day's work.

8.2 Locomotive engineers will be allowed a minimum of 15 minutes after arrival at the station, change-off or designated point for the performance of inspection and such other duties as may be required.

- 8.3 The provisions of this Article 8 do not apply to locomotive engineers acting as pilots.
- 8.4 Time paid under this Article 8 will be used to the extent necessary to make up the basic day.

Article 9

Service at Terminals and Turn around Points

- 9.1 Locomotive engineers making less than 4 hours will be paid 4 hours but will be required for further service (except in switching at yards where regular yard engines are on duty).
- 9.2 Locomotive engineers required to perform switching at terminals or turnaround points where yard engine(s) are not on duty will be paid for such service on the minute basis from time switching is commenced until switching is completed at the daily rate applicable to the Locomotive and service performed. Time so occupied will not result in a double payment and may be used to make up the basic day.

Definition of Separate Run

- 9.3 Locomotive engineers in passenger service used out of or at initial or final terminal to perform service other than that in connection with their train, before commencing or after completing trip, will be allowed a separate day for such work. It is understood, at terminals where no yard crew is available, that road locomotive engineers may be required to do yard passenger switching, and will be considered as in continuous service.
- 9.4 Locomotive engineers will be paid at the hourly rate set out in Article 2.1 at initial terminals from time due to leave shop or other designated track or change-off point until departure of train from station, at final terminals from the time of arrival at station until arrival on shop or other designated track or change-off point, and at turnaround points from time of arrival at station until departure from station.

Article 10
Picking up and Setting out Diesel Units in Road Service

10.1 Locomotive engineers called for road service who are required to set out or pick up a diesel unit (or units) involving their locomotive consist will be paid an allowance of:

| | | |
|-----------|------------|--------|
| Effective | Jan 1/2000 | \$6.82 |
|-----------|------------|--------|

10.2 The term “unit (or Units)” refers to a unit which is coupled in the locomotive consist and is in charge of the locomotive engineer making a claim under this Article.

10.3 The allowance specified in Article 10.1 shall be paid but once at each point where service is performed regardless of the time occupied or the number of units set out or picked up at such point.

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

Note: In application of this Article, a locomotive engineer who is required to pick up or set out a diesel unit(s) utilized in yard service, which cannot be multiplied with the road unit(s), and who is required to ensure that such unit(s) is prepared for dead-haul or is properly secured when setting out, will be paid the allowance provided herein.

(Refer to Addendum 110)

Article 11
Piloting

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

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

NOTE: In the application of Article 11.2, the number of trips over a particular subdivision during which a locomotive engineer is furnished a pilot before he or she is considered "familiar" with such subdivision will be the subject of local agreement between the appropriate Officer of the Corporation and the Local Chairman of the Brotherhood. In the event the appropriate Officer of the Corporation and the local chairperson of the Brotherhood cannot agree to the determination of such number of trips, the matter will be resolved by the Regional Director Customer Service and the General Chairman of the Brotherhood. If as a result of the above discussions the matter is still not resolved, the Corporation may determine the number of trips which it considers adequate, subject to the right of the General Chairman to process the dispute as a grievance directly at Step 3 of the grievance procedure. In such proceedings, the burden will be on the Corporation to show that the number of trips for which a pilot is furnished is adequate.

Article 12 Tied Up Between Terminals

- 12.1 Locomotive engineers in road service may be tied up at any point between the initial terminal and the point for which called and the tie-up point shall be recognized as the final terminal. Locomotive engineers so tied up shall be paid actual hours, for the road portion of the trip to the tie-up point but not less than a minimum basic day for the tour of duty, and from time tied up until again resuming duty will be compensated hour for hour, for the first 8 hours in each 24 hours so held. When resuming duty a new day will commence. In the application of this Article it is not the intention the locomotive engineer will be left without an engine.
- 12.2 In the application of this Article, locomotive engineers ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.
- 12.3 Locomotive engineers will not be tied up under this Article except when it is possible for them to be relieved of all responsibility relating to the locomotive, and sleeping accommodation is furnished by the Corporation, consideration also to be given to the availability of eating facilities at the point tied up.

Article 13
Held-Away-From Home Terminal

- 13.1 (a) Locomotive engineers held away from their home terminal beyond 13 hours will be paid on a minute by minute basis for time held beyond the 13 hours. The time held under this Article will be computed from the time the employees go off duty until the time required to report for duty prior to the departure of the train on which they resume duty.
- (b) Alternatively to Article 13.1 (a), employees in assigned passenger service who are held at other than their home terminal and are off duty and available for service, will be paid the aforementioned hourly rate for all time so held beyond a period of five hours after the advertised departure time of the train they are assigned to operate.
- (c) This Article 13 shall not apply in cases of wrecks, snow blockades or washouts (between the location at which held and the home terminal) on the territory to which such employees are assigned.
- (d) In order to avoid excessive held-away-from-home-terminal time, the Corporation may deadhead the locomotive engineers to the home terminal of their assignment and use other locomotive engineers to operate the assigned train.
- (e) Payments occurring under this Article 13 shall be paid separate and apart from pay for subsequent service or deadheading. (Refer to article 2.2 (a) for rate of pay).

Article 14
Meals Passenger Service

- 14.1 (a) Locomotive engineers in passenger service are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of Article 14.1 to 14.6, inclusive.
- (b) Locomotive engineers will report for work at the home terminal or the away-from-home terminal suitably prepared, with sufficient food so that, except as otherwise provided by Article 14.2, the first meal is taken on the train without incurring delay to the train. Entitlement to a second meal shall arise only under the conditions set out in Article 14.4.

Opportunity for Second Meal – (Refer to Addendum 9)

(c) In the application of this Article 14, where the words “supervisory employee” appear, they shall mean:

(1) At the initial or final terminal, the Yardmaster or proper Corporation Officer where such are employed at that location;
or

(2) In all other cases, the train dispatcher.

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

(b) When a locomotive engineer exercises the option to use an eating facility after 4 hours on duty, and the time taken in doing so exceeds 40 minutes, all time in excess of 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Article 15. Time shall be calculated from the time transportation is made available to the locomotive engineer. This Article 14.2 (b) shall only apply in instances when the train is delayed solely as a result of the locomotive engineer using an eating facility.

14.3 Except as otherwise provided by Article 14.2, the first meal will consist of food carried for that purpose and this first meal will be taken without incurring delay to the train.

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

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

- (c) Locomotive engineers who, pursuant to Article 14.2, have utilized an eating facility at the initial terminal or were afforded the opportunity to do so, will not be permitted to stop, on the basis that they will have retained the food intended for consumption on the road. Thus, any second meal during the tour of duty will become their first meal on the road and will be taken in accordance with the provisions of Article 14.3.
- (d) All members of the engine crew will take the opportunity for a second meal as a unit with the minimum time necessary to obtain the meal. Engine crews deadheading will take the opportunity for a meal as a unit at the same time as the working crew.
- (e) If over 40 minutes is taken to obtain a second meal, all time over 40 minutes shall be excluded from the 11 hours or more on duty in the application of Article 15.

14.5

- (a) Provided that they have been on duty at least 9 hours, locomotive engineers will be afforded the opportunity for their second meal at the final terminal of their run then time occupied in yarding the train at the objective terminal will occupy more than 1 hour.

NOTE: In the application of Article 14.5 (a), locomotive engineers, still in the process of yarding their train at the expiration of the 1 hour, may be instructed to complete the yarding of their train. In such cases, they will be paid, over and above any final terminal time earned, an allowance of 40 minutes at the rate of service performed for which a maximum of minutes work may be required before the locomotive engineer will be allowed to eat.

- (b) This second meal will be taken in accordance with the provisions of Article 14.4 except that a notice period of less than one hour may be sufficient.
- (c) When time taken to obtain a meal at the final terminal occupies 40 minutes or less, no deductions will be made; if over 40 minutes is occupied, all time in excess of 40 minutes will be deducted from final terminal time.

- 14.6 (a) When Locomotive engineers are allowed to use an eating facility, the Corporation will provide or arrange transportation to a facility at that location. Locomotive engineers will be reimbursed for authorized transportation expenses. Claim for such expenses must be submitted on VIA Form 85-A9510, accompanied by receipts.
- (b) The Corporation may designate the eating facility to be utilized.

(Refer to Addendum 9)

Article 15 Booking Rest

At Terminals

- 15.1 Locomotive engineers will have the right, upon going off duty, to take between 6 and 24 hours' rest at the home terminal.
- 15.2 Locomotive engineers will have the right, upon going off duty, to take between 1 and 8 hours' rest at the away-from-home terminal.
- 15.3 Rest taken pursuant to Article 15.1 or Article 15.2 must be registered in even hours and once registered cannot be changed or cancelled. Rest taken will be exclusive of call time.
- NOTE 1:** Even hours referred to in Article 15.3 means 1, 2, 3 hours etc., not 1 hour and 30 minutes, 2 hours and 15 minutes, 3 hours and 45 minutes, etc.
- 15.4 Regularly assigned locomotive engineers who book rest at their home terminal, which results in their missing their assignment, will have their guarantee reduced by the hours of the assignment missed, unless the relieving locomotive engineer was required to report for duty within 10 hours from the time the regularly assigned locomotive engineer booked rest.
- 15.5 Locomotive engineers who book rest at an away-from-home terminal will have their guarantee reduced by all the hours of the tour of duty missed, unless the train was delayed by two or more hours which results in the regular layover now being less than six hours.

Booking Rest En route

General

15.6 Locomotive engineers who have been on duty 11 hours or more will have the right to book rest en route, if they so desire, in accordance with the provisions of Articles 15.6 to 15.12. Locomotive engineers are the judges of their own condition.

NOTE: En route may also include the initial or final terminal.

- 15.7
- (a) Not less than 3 hours notification of the desire to book rest will be given to the train dispatcher. Such notification shall include the number of hours rest required.
 - (b) When proper notification of the desire to book rest as been given, and the train dispatcher orders the discontinuance of all work en route, the train may, at the locomotive engineer's option, be taken through to the objective terminal or location where relief can be provided.
 - (c) When proper notification of the desire to book rest is given, the Corporation will communicate the necessary information, including the discontinuance of work en route when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other train dispatchers, etc.

Rest Period

- 15.8
- (a) Locomotive engineers may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.
 - (b) When one locomotive engineer books rest en route, the other locomotive engineer will, if he requires rest, take rest at the same time. If rest is not required at that time, that locomotive engineer will complete the tour of duty.
 - (c) When rest is booked, the maximum number of hours' rest booked by any one member of the engine crew, shall be the number of hours' rest for all other members of the engine crew.
 - (d) Except as provided by Article 15.9 (b), when rest is booked, the rest period shall commence at the time all members of the engine crew go off duty.
 - (e) All time off duty for rest shall be deducted in computing time for the continuous trip.

Arrangements

- 15.9 (a) When rest is booked en route, locomotive engineers will, at the Corporation's option:
- (1) Be relieved of duty and provided with accommodations either in a Corporation facility or an available hotel or motel; or
 - (2) Be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty.
- NOTE 1:** When deadheaded in the application of Article 15.9(a)(2), locomotive engineers will be compensated on a continuous time basis for service and deadheading, as per Article 2 and subject to the provisions of Article 3.
- NOTE 2:** In the application of Article 15.9 (a) (2), locomotive engineers who are returned to the home terminal after being replaced on a trip to the away-from-home terminal, will be paid, in addition to the earnings specified in Note (1) above, the additional actual hours they would have otherwise earned for the round trip had they not been replaced.
- (b) Except in circumstances beyond the Corporation's control, such as accident, impassable track, equipment malfunction, plant failure, etc., locomotive engineers will be relieved of duty by the time rest booked is due to commence.
 - (c) Locomotive engineers taking rest en route under the provisions of this Article 15 will first arrange to clear trains which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have locomotive engineers relieved of duty in accordance with the provisions of Article 15.9 (b).
 - (d) Locomotive engineers arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty.

Accommodations En Route

- 15.10 (a) When accommodations are to be provided en route, the train dispatcher may instruct locomotive engineers to take rest prior to the expiration of the 11th hour on duty, so that accommodations can be readily provided. In such circumstances locomotive engineers will not be considered as tied up between terminals and Article 12 shall not apply.

- (b) Where accommodations are unavailable at the location where the crew ties-up, or is relieved, the locomotive engineers will be transported to a location where accommodations are available. In such cases, the rest period will commence at the time accommodations are reached. If in the application of this Article 15.10 (b), this results in the locomotive engineers being on duty beyond the time rest booked is due to commence, he will be paid for such extra time on a minute basis, with a minimum of one hour for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this Article 15.10 (b), time occupied in travelling between locations shall not be considered deadheading nor shall miles travelled be paid for.

15.11 (a) When accommodations are to be provided en route, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where locomotive engineers are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the Corporation will provide, arrange, or reimburse the locomotive engineer for transportation to an eating facility at that location. Claims for authorized transportation expenses must be submitted on VIA Form 85-A9510 accompanied by receipts.

- (b) When accommodations are provided en route, locomotive engineers will be provided an allowance of \$8.50 where meals are not provided by the Corporation or at Corporation expense.

Resuming Duty

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

- (b) When accommodations are provided en route and the train proceeds without him, the locomotive engineer will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the Corporation.

NOTE 1: When deadheaded in the application of Article 15.12 (b), locomotive engineers will be compensated on a continuous time basis for service and deadheading as per Article 2.1.

NOTE 2: In the application of Article 15.12 (b), locomotive engineers who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note (1) above, the additional actual passenger rates they would otherwise have earned for the round trip had the train not proceeded without them.

Article 16 Run-around

16.1 Spare board locomotive engineers who are run-around will be paid four hours over and above the guarantee and not calculated in the hours of overtime purposes. The locomotive engineer will maintain his position on the spare board.

Article 17 Performing Special Service

17.1 Regularly assigned locomotive engineers used on other than their regular assignment, will be governed by rates and conditions applicable to the service performed. If as a result of performing such service they are prevented from following their regular assignments, they shall be paid not less than they would have received had they remained on their regular assignment.

Article 18 Payment for Examinations Medical Examinations

18.1 An employee required to take a periodic medical examination during off-duty hours shall be allowed payment of 3 hours' pay at the basic rate applicable to the class of service last performed. Payment shall be over and above the guarantee and shall not be included in the accumulation towards 160 hours.

18.2 Wherever practicable, employees shall take their periodic medical examinations during their off-duty hours. In situations where this cannot be done and the employee is required to undergo such examination during on-duty hours such employee will, upon authorization from the proper authority, will have their guarantee protected.

18.3 Employees required by the Corporation to undergo medical examination at other than the prescribed intervals and who lose time as a result will, upon authorization from the proper authority, have their guarantees protected.

18.4 Employees required to travel away from their home terminal to undergo medical examination with authorization of the proper authority will be allowed actual reasonable expenses whether or not they lose time.

18.5 Employees required to lose a tour or tours of duty when authorized to travel, for the purpose of periodic medical examination, between the home terminal and the place where such examination is to be conducted, will have their guarantees protected, provided such employees did not forego the opportunity to attend such medical locally.

(Refer to Addendum 115)

Rules Examinations

18.6 An employee undergoing examinations during the training program will be paid in accordance with the terms of Addendum 3. An employee required to take an examination in the subjects mandated by the Railway Employee Qualification Standards Regulations, including the Canadian Railway Operating Rules or its successors during off duty hours and outside the training program, shall be paid as follows:

- (a) An employee required to take Q.S.O.C. instruction and examination shall be allowed 8 hours pay at the basic rate applicable to the service last performed for each day so occupied.
- (b) Payment will not be made to an employee directed to take an examination as a disciplinary measure, nor will an employee be paid for taking a rule examination which he or she fails to pass to the satisfaction of the Rule Examiner.

18.7 An employee required to take periodic examinations in the subjects mandated by the Railway Employee Qualifications Standards Regulations, including the Canadian Railway Operating Rules or its successor, shall be paid in accordance with the terms and conditions of the Locomotive Engineer Training Program 2-Week Course Agreement set out at Addendum 3.

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

Article 19

Held for Investigation, Attending Court and Attending Corporation Meetings

Held for Investigation

- 19.1 Locomotive engineers who, during their off duty time, are required to attend Corporation investigations or who are held off work by the Corporation for such investigations, and locomotive engineers who are held off work on Corporation business on order of the proper Officer, will be paid as provided by Articles 19.2 or 19.3.
- 19.2 Locomotive engineers in assigned service will have guarantees protected for actual time lost; when no time is lost, pay will be allowed hour for hour for the first 8 hours in each 24 hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for road service. Payment shall be over and above the guarantee and shall not be included in the accumulation towards 160 hours.
- 19.3 Locomotive engineers on the spare board will be allowed pay hour for hour for the first 8 hours in each 24 hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for road service. Payment will be over and above the guarantee and shall not be included in the accumulation towards 160 hours, and if they lose their turn pay will be allowed for a full day of 8 hours.
- 19.4 Locomotive engineers who are taken out of service en route or at the away-from-home terminal pending a Corporation investigation will be compensated for deadheading to the home terminal. The provisions of this Article shall not result in duplicate payment.

Attending Court or Inquest

- 19.5 Locomotive engineers attending court or coroner's inquest on legal cases in which the Corporation is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation.
- 19.6 Locomotive engineers in assigned service will have guarantee protected for actual time lost; when no time is lost, pay will be allowed hour for hour for the first 8 hours in each 24 hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for road service with a minimum of 4 hours if required during a layoff period of less than 16 hours, but if required during a layoff period of 16 hours or more, pay for a full day of 8 hours will be allowed. Payment will be over and above guarantee and shall not be included in the accumulation towards 160 hours.

19.7 Locomotive engineers on the spare board will be allowed pay hour for hour for the first 8 hours in each 24 hours so held, (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for road service with a minimum of 4 hours if they do not lose their turn, but if they lose their turn pay will be allowed for a full day of 8 hours. Payment will be over and above the guarantee and shall not be included in the accumulation towards 160 hours. Locomotive engineers who lose their turn will take their standing on the board as from the time they are released.

General

19.8 In the application of Articles 19.3 and 19.6, locomotive engineers on the spare board who lose their turn will take their standing on the board as from the time they are released.

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

NOTE: Court witness fees and mileage will be assigned to the Corporation.

19.10 In the application of this Article no allowance will be made for deadheading under Article 218.

NOTE: The provision of Articles 19.4 to 19.9 inclusive will also apply to employees who are required by the Corporation or by Transport Canada to attend N.T.A. hearings.

Corporation Initiated Meetings

19.11 When a Local Brotherhood Officer is requested by a Corporation Officer to attend a meeting on a matter initiated by the Corporation, such an employee will be compensated as follows on account of such attendance:

- (a) Where necessary to lose time, or a trip, will have guarantee protected for actual time lost.
- (b) Where available between trips, or on a designated rest day.
 - (1) Four hours; or
 - (2) For time in excess of four hours, pro rata payment on a minute basis. Payment will be over and above the guarantee and shall not be included in the accumulation towards 160 hours.

NOTE: Payment hereunder will be at the rate of pay for the position and the class of service last performed.

- (c) Where necessary for any official Brotherhood representative to travel from another terminal or if such employee's assignment is located at other than the location of the meeting attended, he will be reimbursed for actual reasonable expenses for meals, travelling costs and hotel/motel accommodation (in addition to payment outlined in sub-paragraphs (a) or (b) above). Expenses claimed must be submitted on VIA Form 85-A9510 and receipts for each expense claimed must accompany such submission.

19.12 Payment will not accrue to Local Brotherhood Officers for attendance at investigations, discussions related to grievances, making representation on behalf of employees, discussions concerning board adjustments, etc. since these and other allied activities are part of the Local Chairman's representative role as defined by his Brotherhood position and his reason for attendance at such discussions would normally come from, be caused by or be for the overall benefit of the membership represented.

Article 20

Investigation - Discipline

- 20.1 When an investigation is to be held the locomotive engineer whose presence is desired will be properly advised, in writing, as to the time, place and subject matter, which will be confined to the particular matter under investigation.
- 20.2 A locomotive engineer will not be disciplined or dismissed without having had a fair and impartial hearing and his responsibility established.
- 20.3 A locomotive engineer who has been on duty in excess of 8 hours will not be required to attend hearing without having sufficient time off duty for rest.
- 20.4 A hearing shall be held and the locomotive engineer advised in writing of the decision within twenty-eight calendar days from the date of the locomotive engineer's statement, unless as otherwise mutually agreed. No discipline will apply if the discipline is not assessed within 28 days from the date the locomotive engineer's statement is completed; however, when a Corporation Officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should locomotive engineers be absent from service on the last day for the Corporation to render a decision, such as due vacation, illness, etc., the time limits will be automatically extended by seven days beyond the date the locomotive engineers return to service.

- 20.5 At the hearing, the locomotive engineer, if he so desires, may have an accredited representative of the Brotherhood of Locomotive Engineers present who will be accorded the privilege of requesting the presiding Officer to ask questions for the record which have a bearing on the responsibility of the locomotive engineer. The locomotive engineer to be given a clear copy of his statement.
- 20.6 A locomotive engineer and his accredited representative shall have the right to be present during the examination of any witness whose evidence may have a bearing on the locomotive engineer's responsibility to offer rebuttal through the presiding Officer by the accredited representative. The Local Chairman and/or the General Chairman to be given a copy of statements of such witnesses on request.
- 20.7 A locomotive engineer will not be held off unnecessarily in connection with an investigation, lay-over time to be used as far as practicable.
- 20.8 Locomotive engineers instructed to report for an investigation will be compensated for such service in accordance with the provision of Article 19.
- 20.9 A locomotive engineer who is instructed to report for investigation at a location other than his home terminal, shall be paid for actual time spent travelling hour for hour up to a maximum cumulative total of 8 hours in each 24 hours, at a rate per hour as set out in Article 2.1.
- 20.10 An appeal against discipline assessed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, a locomotive engineer losing time shall be paid for time lost as follows, less any amount earned in other employment.
- (a) For a locomotive engineer assigned to a regular position in yard service at the time discipline was assessed, 5 days straight time pay, including shift differential when applicable, for each week of 7 calendar days, portions of weeks to be paid on a proportional basis.
 - (b) For a locomotive engineer in road service, including on the spare board, 1/52 of his or her total earnings during the 26 full pay periods immediately preceding the time discipline was assessed for each week of 7 calendar days, portions of weeks to be paid on a proportional basis.

NOTE (1): When computing compensation in accordance with sub-paragraph (b), any pay period during which a locomotive engineer was absent for 7 consecutive days or more because of bona fide injury, sickness in respect of which he is in receipt of weekly indemnity benefits or authorized leave of absence, together with his earnings in that pay period, shall be subtracted from the 26 pay periods and total earnings. In such circumstances, compensation shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

NOTE (2): Locomotive engineers missing their assignment for an investigation will have their guarantees protected.

Payment for investigations, if incurred during layover, will be made in accordance with the provisions of the Collective Agreement. They shall be over and above the guarantee and shall not be included in the accumulation toward the 160 hours.

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

(Refer to Addenda 5, 221)

Article 21

Grievance Procedure and Final Settlement of Disputes

Grievance Procedure

21.1 A grievance concerning the interpretation or alleged violation of this Collective Agreement shall be processed in the following manner:

An appeal against discharge, suspension, demerit marks in excess of 30 and restrictions including medical restrictions shall be initiated at Step 3 of this grievance procedure. All other appeals against discipline imposed shall be initiated at Step 2 of this grievance procedure.

(a) **Step 1 - Presentation of Grievance to Immediate Supervisor**

Within 28 calendar days from the date of cause of grievance the employee or the Local Chairman may present the grievance in writing to the immediate supervisor. The grievance shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement and identify the article and paragraph(s) of the article involved. The supervisor will give a decision in writing within 28 calendar days of receipt of the grievance. In case of declination the supervisor will state the reason(s) for the decision in relation to the statement of grievance submitted.

Once a time claim has been declined, or altered, by an immediate Supervisor or delegate, it will be considered as having been handled at Step 1 of the grievance procedure.

(b) **Step 2 - Appeal to Regional Director, Customer Services**

Within 60 calendar days of the date of the decision under Step 1, or in the case of an appeal against discipline imposed, within 60 calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairman may appeal the decision in writing to the Regional Director, Customers Services.

The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement, and identify the article and paragraph(s) of the article involved. The written statement in the case of an appeal against discipline imposed shall outline the Brotherhood's contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within 60 calendar days of receipt of the appeal. In case of declination, the decision will contain the Corporation's reason(s) in relation to the written statement of grievance submitted.

(c) **Step 3 - Appeal to Department Director, Labour Relations**

Within 60 calendar days of the date of the decision under Step 2, the General Chairman may appeal the decision in writing to the Director, Labour Relations. The appeal shall be accompanied by the Brotherhood's contention, and all relevant information concerning the grievance and shall:

- (1) Be examined in a meeting between the Director, Labour Relations or delegate and the General Chairman or delegate within 60 calendar days of the date of the appeal. The Director, Labour Relations, shall render a decision in writing within 30 calendar days of the date on which the meeting took place; or
- (2) Should the Director, Labour Relations consider that a meeting on a particular grievance is not required, he will so advise the General Chairman and render a decision in writing within 60 calendar days of the date of the appeal.

Appeal to Arbitration

21.2 A grievance concerning the interpretation or alleged violation of this agreement, or an appeal against discipline imposed, which is not settled under Article 21.1 (c) may be referred by any of the signatories to this agreement to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

21.3 A request for arbitration shall be made in writing by either party to the other within 60 calendar days following the date decision is rendered in writing under Article 21.1 (c), by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date by service thereof on the other party.

(Refer to Addendum 15)

General

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

21.5 (a) Where a decision is not rendered by the appropriate Officer of the Corporation within the prescribed time limits, the grievance may, except as provided in Article 21.5 (b), be progressed to the next step in the grievance procedure.

(b) In the application of Article 21.1 to a grievance concerning an alleged violation which involves a disputed time claim, if a decision is not rendered by the appropriate Officer of the Corporation within the time limits specified, such time claim will be paid. Payment of time claims in such circumstances, will not constitute a precedent or waiver of the contentions of the Corporation in that case or in respect of other similar claims.

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

21.7 Time limits specified in this Article 21 may be extended by mutual agreement.

21.8 Where provision is made in this Article 21 for the appeal of a grievance to a designated Corporation Officer, the Corporation may substitute another Regional Officer for the Officer designated by advising the General Chairman concerned in writing.

(Refer to Addendum 11)

- 21.9 In situations where a recorded conversation may be relevant to the disposition of a grievance, Local Chairmen wishing to hear a specific conversation should make the request to the appropriate Corporation Officer within 90 days from the date the conversation purportedly took place. Arrangements will then be made to permit the Local Chairmen to listen to the recorded conversation.
- 21.10 The Corporation and the Brotherhood will have a joint conference for the settlement of grievances twice per year in the Eastern, Central and Western regions.

Article 22 Broken Time

- 22.1 When locomotive engineers on regular runs change off during a day's work, the names of both men shall appear on the time return submitted, and the earnings will be computed on the same basis as though one man performed the day's work; the earnings for the day will be apportioned between the two men on the basis of service rendered, as may be agreed upon, otherwise the apportionment will be made on the basis of actually on duty.
- 22.2 Locomotive engineers prevented from completing a tour of duty due to illness, will be paid for actual time on duty, up to the time relieved from duty. Locomotive engineers prevented from completing a tour of duty due to injury sustained on duty will be paid for actual time on duty up to the time relieved from duty, but not less than a minimum day.
- 22.3 Locomotive engineers called to relieve other locomotive engineers for completion of day or trip will be paid not less than a minimum day.

Article 23 Demotion Restriction

Disciplinary

- 23.1 When a locomotive engineer with seniority in another group is demoted to a position other than a locomotive engineer on account of discipline, the Corporation will specify the type of service and the length of time he will be demoted. The representative of the Brotherhood of Locomotive Engineers will co-operate in placing the employee in a suitable assignment in accordance with the restrictions imposed.

Physical Disability

23.2 When it becomes necessary to restrict a locomotive engineer with seniority in another group other than as locomotive engineer on account of a physical disability, the representative of the Brotherhood of Locomotive Engineers will co-operate with all concerned in an endeavour to place the employee so restricted in suitable employment.

23.3 A locomotive engineer taken out of service on account of imperfection of sight or hearing will have an opportunity of re-examination in the presence of a representative of the Corporation and of the organization, before an ear or eye specialist satisfactory to both parties, and if the specialist finds sight or hearing to be within the requirements of Transport Canada he will be reinstated and paid a minimum day's pay at the minimum rate of the service last performed for each working day lost.

Seniority Protection

23.4 A locomotive engineer holding seniority under this Agreement and who is presently filling or who may in the future be promoted to an official or any position with the Corporation which is excepted from any provision of this or any Collective Agreement, will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for a period of twelve (12) consecutive months. Thereafter, such locomotive engineer will cease to accumulate any further seniority until he returns to a position within the bargaining unit. The General Chairman shall be advised when the promotion is of a permanent nature. The period of twelve (12) consecutive months may be extended through a management/union accord.

Notwithstanding the above, should the locomotive engineer so promoted elect to continue paying the regular monthly dues of the Brotherhood from the time of his promotion, he will continue to accumulate seniority in the bargaining unit as long as he keeps paying said dues.

NOTE: In the application of this paragraph, should a locomotive engineer holding a non-scheduled, official or excepted position be set back to a position covered by this Collective Agreement for a period of less than three (3) months, such time will be considered as part of the twelve (12) consecutive months.

Article 24 Annual Vacation

NOTE: The calendar year's earnings for purposes of calculating vacation pay reflect gross wages reported on T-4 slips as "Total Earnings Before Deductions Less Taxable Allowance and Benefits".

For purposes of reporting T-4 earnings, the calendar year has been defined as the dates encompassed by the regular 26 payroll periods beginning with payroll period 1.

Qualification Provisions

- 24.1 An employee who at the beginning of the calendar year is not qualified for vacation under Article 24.2 hereof, will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Article 24.2.
- 24.2 Subject to the provisions of Article 24.3 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Article 24.4 hereof.
- 24.3 An employee covered by Article 24.2 hereof will be entitled to vacation on the basis outlined therein, if on his or her fourth or subsequent service anniversary date he has rendered compensated service in 40 calendar months; otherwise vacation entitlement will be calculated as set out in Article 24.1 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

- 24.4 Subject to the provisions of Article 24.5 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years and who has rendered compensated service in 90 calendar months, calculated from the date of entering service, shall have 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 Article 24.6 hereof.
- 24.5 An employee covered by Article 24.4 hereof will be entitled to vacation on the basis outlined therein if on his tenth or subsequent service anniversary date he has rendered compensated service in 100 calendar months; otherwise vacation entitlement will be calculated as set out in Article 24.2 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.
- 24.6 Subject to the provisions of Article 24.7 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and who has rendered compensated service in 190 calendar months, calculated from date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Article 24.8 hereof.
- 24.7 An employee covered by Article 24.6 hereof will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he has rendered compensated service in 200 calendar months; otherwise vacation entitlement will be calculated as set out in Article 24.5 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

- 24.8 Subject to the provisions of Articles 24.9 and 24.14 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 26 years and who has rendered compensated service in 260 calendar months, calculated from date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 8 - 2/3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.
- 24.9 An employee covered by Article 24.8 hereof will be entitled to vacation on the basis outlined therein if on his twenty-seventh or subsequent service anniversary date he has rendered compensated service in 270 calendar months; otherwise vacation entitlement will be calculated as set out in Article 24.6 thereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.
- 24.10 In computing service under Articles 24.1 to 24.9 inclusive, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.
- 24.11 Time spent on Brotherhood business by employees covered by Articles 221.1 and 221.2 will be counted as "days worked and available" for the purpose of calculating the number of days' vacation entitlement.
- 24.12 Time off duty because of layoff, bona fide illness, injury, or attendance to organisation business (except on full-time basis), shall be included for qualification purposes in Articles 24.1 to 24.9 inclusive.

(Refer to Addendum 12)

Annual Vacation Periods

- 24.13 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.

- 24.14 (a) 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 Corporation.
- (b) Employees will apply for their vacation at the location which is their permanent home terminal. An employee who has been awarded vacation on the basis of this Article and subsequently moves permanently to a new home terminal will be permitted to retain vacation dates awarded for that year.

NOTE 1: Employees who, in the application of seniority rules, are required to perform service, part as a locomotive engineer and part as a trainman or yardman, will be allotted vacation period on a six-month basis, i.e., if the preponderance of work in the previous year was performed as a trainman or yardman, the employee would be granted vacation date(s) on the appropriate trainman's or yardman's vacation list; if the preponderance of work in the previous year was performed as a locomotive engineer, then the employee would be granted vacation date(s) on the locomotive engineer's vacation list. Disputes from individual employees arising from this arrangement are to be settled by the proper Officer of the Corporation and the Local Chairman concerned.

NOTE 2: An employee entitled to less than three weeks' vacation will not be permitted to split his vacation.

An employee entitled to three weeks' annual vacation may split his vacation once on the basis of one week and two weeks or vice versa.

An employee entitled to four weeks' annual vacation may split his vacation once on the basis of two weeks and two weeks or one week and three weeks or vice versa.

An employee entitled to five weeks' annual vacation may split his vacation twice, e.g. two weeks, two weeks and one week or other weekly combinations.

An employee entitled to six weeks' annual vacation may split his vacation twice on the basis of: two weeks, two weeks, two weeks; three weeks, two weeks, one week; or other weekly combinations, subject to the provisions of this Article 24.

Where vacations are split, the second and third periods of vacation may not be taken until all locomotive engineers their juniors have been allocated vacation dates, i.e. their dates where no split is made, or their first period where a vacation is split. The same order will prevail as between 2nd and 3rd split preferences.

Locomotive engineers who bid the “**early bid**” for annual vacation will be allowed an extra split and the early bid will not count as a choice.

- 24.15 In the application of Article 24.8, the Corporation will have the option of:
- (a) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
 - (b) Splitting the vacation on the basis of five weeks and one week.
- 24.16 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.
- 24.17 An employee who is entitled to vacation shall take same at the time scheduled. However, if the Corporation reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under Articles 24.18 and 24.19, he shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:
- (a) For each calendar day during the originally scheduled vacation period on which the employee performs service or is available for service, one seventh of 1% of the employee's gross wages during the preceding calendar year, payable during the period of rescheduled vacation dates.
 - (b) The rescheduled vacation with pay to which the employee is entitled will be granted at a mutually agreed upon later date.
 - (c) This Article 24.17 does not apply where rescheduling is a result of an employee exercising seniority to a position covered by another vacation schedule.

- 24.18 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Corporation Officer in charge and will continue vacation if within scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper Officer of the Corporation and the Local Chairman of the Brotherhood.
- 24.19 An employee who, due to sickness or injury, is unable to take or complete annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 24.20 An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year, will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

Exit from Service

- 24.21 Subject to the provisions of Articles 24.3, 24.5, 24.7 and 24.9 hereof, 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 an amount appropriate to service entitlement calculated as provided for in Articles 24.1 to 24.9 inclusive, for any vacation due up to the time of termination of service.
- 24.22 An employee who at the time of termination of service has not qualified for vacation as provided for in article 24.1 hereof shall be paid 4% of gross earnings for the calendar year in which service is terminated.
- 24.23 In the event of death of an employee, vacation pay to which he is entitled up to the time of death will be paid to the estate of the deceased.
- 24.24 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 articles 24.1 to 24.9 inclusive.
- 24.25 An employee who is retiring may at his option elect to either take his vacation prior to the last day of the month in which he retires or work until the last day of said month and receive a lump sum payment equivalent to his remaining vacation. Such lump sum in lieu of pre-retirement vacation will not be included in earnings for the purposes of calculating pensionable earnings under the VIA Pension Plan.

Article 25

Adverse Effects of Changes in Working Conditions

Notice and Negotiations

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

- (a) Give at least six months advance notice to the Brotherhood of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and
- (b) Negotiate with the Brotherhood measures to minimise any significantly adverse effects of the proposed change on locomotive engineers but such measures shall not include changes in rates of pay.

25.2 While not necessarily limited thereto, in the case of run-throughs and other changes where applicable, the matters considered negotiable will include the following:

- (a) Appropriate timing
- (b) Appropriate phasing
- (c) Hours on duty
- (d) Equalization of miles
- (e) Work distribution
- (f) Appropriate accommodation
- (g) Bulletining
- (h) Seniority arrangements
- (i) Learning the road
- (j) Use of attrition

25.3 The negotiations referred to in Article 25.1 shall commence within 20 days of the date of the notice specified in Article 25.1. If the negotiations do not result in mutual agreement within 60 calendar days of their commencement, the issue or issues remaining in dispute shall, within 20 days of the cessation of negotiations, be referred for mediation to a Board of Review composed of two senior officers from each party.

Board of Review and Arbitration

25.4 (a) The Board of Review shall, within 30 days, make its findings and recommendations. If the Board is unable to arrive at a decision or if its recommendations are not agreeable to either party, the issue or issues remaining in dispute may be referred by either party to a single arbitrator whose decision shall be final and binding upon both parties.

- (b) The request for arbitration shall be made in writing by either party to the other within 7 days following the Board's findings. If the parties cannot agree on the selection of an arbitrator within 7 days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.
- (c) The parties will prepare a joint statement of the issue or issues remaining in dispute to be submitted to the arbitrator. The arbitrator shall hear the dispute within 30 days from date of appointment and shall render the decision together with reasons therefor in writing within 30 days of the completion of the hearing.
- (d) In the event that the parties cannot agree upon a joint statement of the issue or issues remaining in dispute either party desiring arbitration may submit a separate statement and proceed to a hearing and the other party will be so informed.
- (e) At the hearing before the arbitrator argument may be presented orally or in writing, and each party may call such witnesses as it deems necessary.
- (f) Time limits specified in Articles 25.3 and 25.4 (a) may be extended by mutual agreement.
- (g) The decision of the arbitrator shall be confined to the issue or issues placed before him and shall also be limited to measures for minimising the significantly adverse effects of the proposed change upon locomotive engineers who are affected thereby.
- (h) The Corporation and the Brotherhood shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

Implementation of Change

25.5 The changes referred to in article 25.1 may not be made until the procedures for negotiations and arbitration, if necessary, have been completed.

When Material Change Does Not Apply

- 25.6 (a) The changes proposed by the Corporation which can be subject to negotiation and arbitration under this Article 25, do not include changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, reassignment of work at home stations or other normal changes inherent in the nature of the work in which locomotive engineers are engaged.
- (b) A member of the bargaining unit who is occupying a non-schedule or management position one (1) year prior to the date notice is served pursuant to Article 25 will not be entitled to the benefits of the agreement or award arising from the proposed changes in working conditions.

Disputes Re Application of This Article

- 25.7 The applicability of this Article 25 to run-throughs and changes in home stations is acknowledged. A grievance concerning the applicability of this Article 25 to other material changes in working conditions shall be progressed immediately to Step 3 of the grievance procedure as indicated in Article 21.1, within 60 days from the date of the cause of the grievance.

Relocation Expenses

- 25.8 The benefits set forth in this Article 25.8 shall be allowed, where applicable, to an eligible locomotive engineer. They shall apply to an eligible locomotive engineer only once for each change.
- (a) The eligibility of specific locomotive engineers for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.
- (b) A locomotive engineer:
- (1) Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, a locomotive engineer must, for the purposes of this Article 25, in that month have worked and/or been available for service on:
- 30 days if in road service;
21 days if in yard service; and
25 days if in both road and yard service (or major portion thereof);

- (2) Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (d), (h), (i) and (j) of this Article 25.8;
 - (3) Must establish that it is impractical for him to commute daily to the new location.
- (c) Payment of door-to-door moving expenses for the eligible locomotive engineer's household goods and automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Corporation.
- (d) An allowance of up to \$650 for incidental expenses actually incurred as a result of relocation.
- (e) Reasonable transportation expenses from his former location to the new location, by rail, or if authorised, by bus or employee-owned automobile, and up to \$165.00 for a locomotive engineer without dependants, and an additional amount of \$65.00 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this paragraph (e) of Article 25.8, a spouse will be considered as a dependent.
- (f) Upon authorisation, a locomotive engineer may drive his automobile to the new location at an allowance of 28 cents per kilometre.
- (g) In order to seek accommodation in the new location and/or to move to the new location, a locomotive engineer will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.
- (h)
 - (1) Reimbursement for loss sustained on the sale of a relocating locomotive engineer's private home, which he occupied as a year-round residence, provided that the Corporation 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 Article 25.9 plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.
 - (2) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Article 25.9.

- (3) An eligible locomotive engineer who desires to sell his house and receive any benefit to which he may be entitled under this paragraph (h) of Article 25.8 must advise the Corporation Officer concerned accordingly within 12 months of the date the initial change takes place. No locomotive engineer shall be entitled to any claim under this paragraph (h) of Article 25.8 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 paragraph (h) must be made within 12 months of the final determination of value.
- (i) Payment of the cost of moving a wheeled mobile home which the locomotive engineer 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 Corporation and shall not, in any event, exceed a total cost of \$5,000.00. Receipts shall be required.
- (j) If a locomotive engineer who is eligible for moving expenses does not wish to move his household to the new location, such locomotive engineer may opt for a monthly allowance of \$145.00 which will be payable, so long as he remains at the new location, for a maximum of 12 months from date of transfer to the new location. A locomotive engineer claiming under this paragraph (j) of Article 25.8 may elect within such 12-month period to move his household effects, in which case the amount paid out under this paragraph (j) shall not be deducted from the relocation expenses allowable.
- (k) Alternatively to paragraph (h) of this Article 25.8, the cost of terminating an unexpired lease and legal cost connected therewith up to a value of three months' rent, where the relocating locomotive engineer was renting a dwelling which he 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 Corporation no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the locomotive engineer first secures the Corporation's approval to pay in excess of three months' rent.

Appraisal Procedure - Sale of House

25.9 When an affected locomotive engineer desires to sell his home under the provisions of Article 25.8(h), the following procedure will apply:

- (a) In advising the Corporation Officer concerned of his desire to sell the house, the locomotive engineer shall include pertinent particulars as outlined in sample form 25.9(l) including his opinion as to the fair market value of the house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair market value will be unaffected thereby.
- (c) Within 15 calendar days from date of receipt of locomotive engineer's advice of his desire to make a claim, the Corporation Officer shall advise the locomotive engineer concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Article 25.8(h).
- (d) If, however, the Officer concerned is not satisfied that the price requested by the locomotive engineer is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and locomotive engineer concerned and the appropriate Brotherhood representative if so desired by the locomotive engineer; such joint conference to be held within 7 days from date of advice to locomotive engineer concerned as referred to in Article 25.9(c).
- (e) If such joint conference does not resolve the matter within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Article 25.9 and such price shall be binding on both parties.
- (f) The locomotive engineer and Corporation Officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 25.9(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Article 25.9, nor with such appraiser's employee, fellow employee or partner.

(h) The fees and expenses of any appraiser appointed in accordance with Articles 25.9(e) or 25.9(f) shall be paid by the Corporation.

(i) **Particulars of House to be Sold**

Name of Owner _____

Address _____
(No.) Street - City-Town

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

Year Built _____

No. of Rooms _____ Bathrooms _____

Type of Construction (i.e., Brick, Veneer, Stucco)

Finished Basement Yes _____ No _____

Type of Heating (i.e., Oil, Coal, Gas, Electricity)

Garage Yes _____ No _____

Size of Lot _____

Fair Market Value \$ _____

Other Comments _____

Date _____ Signature _____

Early Retirement Allowance

25.10 A locomotive engineer whose position is abolished by a change made under the provisions of Article 25.1, or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if he is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

- (a) An allowance of \$60 per month commencing in the month immediately following last month in which the employee received wages and continuing each month until the date at which he would have been eligible for the pension without a cutback.

The maximum period allowance is 5 years; or

- (b) A lump sum payment calculated as follows:

| Age at Retirement | | Lump sum equivalent of the total value of monthly allowances he could have received under this provision |
|--------------------------|---|-----------------------------------------------------------------------------------------------------------------|
| 55 | è | 75% up to 60 months entitlement |
| 56 | è | 80% up to 48 months entitlement |
| 57 | è | 85% up to 36 months entitlement |
| 58 | è | 90% up to 24 months entitlement |
| 59 | è | 95% up to 12 months entitlement |

- (c) An employee who elects benefits under this Article 25.10 will not be entitled to any other benefits provided elsewhere in this Article.
- (d) The early retirement allowance will cease upon the death of the employee.

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

Canada Labour Code

25.12 (a) This Article 25 is intended to assist locomotive engineers affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I of the Canada Labour Code do not apply.

- (b) The provisions of this Article are intended as well, to minimise the impact of termination of employment on the locomotive engineers represented by the Brotherhood and Sections 214 to 226 inclusive of Part III of the Canada Labour Code do not apply.

Article 26
Benefit: Dental, Extended Health Care Plans and Life Insurance

Benefit Plan for Locomotive Engineers

26.1 Benefits shall be available in accordance with the terms of the Benefit Plan for unionized employees.

Dental Plan

26.2 Benefits shall be available in accordance with the terms of the Dental Plan for unionized employees.

- (a) Dental coverage will be in accordance with the Provincial Dental Association fee guide in effect for each year of the Collective Agreement.
- (b) In provinces where no such guide exists, coverage will be in accordance with the highest of the Dental Association fee guide used by adjacent province.
- (c) The annual maximum coverage for dental services will be increased as follows:

| | |
|-----------------|------------|
| January 1, 2000 | \$2,000.00 |
|-----------------|------------|

Extended Health Care Plan

26.3 Benefits shall be available in accordance with the terms of the Extended Health Care Plan for unionized employees.

26.4 The lifetime maximum under the health care plan will be increased to \$40,000.00 effective January 1, 1999.

NOTE Should an employee reach this lifetime maximum during the course of his or her employment with the Corporation, the parties agree to meet and consider the special needs of such an employee.

Life Insurance - In Service

26.5 Employees in service will be entitled to life insurance as provided in the Benefit Plan for Locomotive Engineers. The amount of life insurance as shown therein will be \$30,000, which amount is subject to the conditions contained therein and which amount may be changed, from time to time, as a result of negotiations.

Estate Benefit

26.6 An employee who retires from the service of the Corporation will, provided he is 55 years of age or over and has not less than 10 years cumulative compensated service, will have the sum of \$7,000.00 paid by the Corporation to his or her estate upon their death in lieu of a paid up life insurance policy.

(Refer to Corporation Benefit Booklet for details of all Benefits)

Article 27 Bereavement Leave

27.1 An employee who has not less than 3 months of cumulative compensated service shall, upon the death of the employee's spouse, child, parent, step-parent, mother-in-law/ father-in-law, brother, sister, step brother step sister, brother-in-law, sister-in-law, be entitled to 3 consecutive calendar days bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such 3 calendar days.

NOTE 1: In the application of this Article, "employee's spouse" means, the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, it means the person that qualifies as spouse under the definition of that word in Section 2 (1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.

NOTE 2: An employee in road service who misses a tour of duty out of the away-from-home terminal, solely and directly as a result of having been on bereavement leave, will be compensated under the provisions of this Article notwithstanding that such tour of duty occurred outside the three calendar days specified therein.

NOTE 3: In the application of this Article, the three consecutive calendar days bereavement leave will include the day of the funeral. In instances where there is no funeral per se, the day of interment, cremation, memorial service or like event will be the determining factor.

Article 28 Jury Duty

28.1 An employee summoned for jury duty and who is required to lose time from his assignment as a result thereof shall have his guarantee protected for actual time lost less the amount allowed such employee for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations:

- (a) An employee must 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.
- (b) An employee must furnish the Corporation with a statement from the court of jury allowances paid and the days on which the jury duty was performed.
- (c) 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.
- (d) 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 vacation dates will not be required to change vacation because he is called for jury duty.
- (e) Notwithstanding the provisions contained in the last sentence of Article 28.1(d), an employee's annual vacation will, if he so requests, be re-scheduled if it falls during a period of jury duty.

NOTE: The term "assignment", as used herein, refers to the employee's position whether in regularly assigned service, unassigned service or on the spare board.

(Refer to Article 3.3)

Article 29 Sleeping Quarters

- 29.1 The Corporation will supply comfortable and sanitary sleeping quarters where required.
- 29.2 Where employees are accommodated in quarters provided by the Corporation, such quarters will be equipped with spring beds, mattresses, blankets, sheets, towels, pillows and pillow cases, screen doors and windows, cook stoves and cooking utensils, free of charge. Lavatories and washroom facilities will be supplied where sewer connection is available.
- 29.3 Where employees are accommodated in other quarters (such as hotels or motels) and eating facilities are not available at time called or released, the Corporation will arrange for provision of cooking facilities and utensils.
- 29.4 Sleeping and eating facilities are to be for the use of locomotive engineers and shall be kept in good condition.

(Refer to Addendum 112)

Article 30 Transportation of Household Effects

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

Article 31 Operation of Assignments in Road And Yard Service in Case of Work Stoppage

- 31.1 The parties to this Collective Agreement agree that in the case of a work stoppage by employees in the railway industry, which would cause a major disruption in road or yard service assignments, every effort should be made to avoid such disruptions.
- 31.2 To avoid such disruptions the local supervisory Officer of the Corporation and the Local Chairman of the Brotherhood will, as soon as possible, enter into such local arrangements in writing as may be required.

- 31.3 If no local arrangements are entered into pursuant to Article 31.2 the following conditions will apply:
- (a) If an assignment is cancelled the incumbent will stay on such assignment. If the assignment is covered by a guarantee under the provisions of this Collective Agreement, such guarantee provisions will apply. If the assignment is not covered by a guarantee under the provisions of this Collective Agreement, the period of cancellation will not exceed 2 consecutive calendar days.
 - (b) An assignment which, is abolished will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignment, will be absorbed into pool service or spare boards and worked first-in, first-out.
 - (c) When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he held at the time of the abolishment.
 - (d) In the application of this Article 31, the Corporation will arrange to return to their home terminal, employees tied up en route or at an away-from-home terminal because of a work stoppage by employees in the railway industry. In such case the deadhead provisions of this Collective Agreement will apply.
- 31.4 The provisions of this Article 31 shall prevail notwithstanding provisions in this Agreement which may be in conflict with, or restrict the full application of this Article.

Article 32 Certificate of Service

- 32.1 A locomotive engineer who is dismissed or resigns shall be given a record of employment upon request and be paid within 30 days.

Article 33 Definition of Cumulative Compensated Service

- 33.1 For the purpose of applying the starting rate provisions of Articles 2 and 300, one month of Cumulative Compensated Service shall consist of:
- (a) For yard service, employees a 30-day period during which the employee works 21 shifts or the major portion thereof;

- (b) For road service employees a 30-day period during which the employee is available for work the major portion thereof.

33.2 In calculating a month of cumulative compensated service for road service employees, an employee shall be considered available for work on any calendar day during which he is entitled to compensation under this or any other Collective Agreement, or on any calendar day or major portion thereof during which he holds himself available for work.

NOTE: In the application of Article 33.2, rest booked pursuant to the provisions of this Collective Agreement shall not be construed as unavailability for work.

33.3 (a) In calculating cumulative compensated service, an employee will be given credit for each month of cumulative compensated service attained under other Collective Agreements.

- (b) For the purpose of applying the starting rate provisions of Articles 2 and 300, an employee who establishes seniority as a locomotive engineer after having attained full job rate under another collective agreement following 21 months of cumulative compensated service will be considered to have attained 21 months of cumulative compensated service and will be paid the applicable rate accordingly.

Article 34 Printing of Collective Agreement

34.1 The Corporation undertakes the responsibility for the printing of collective agreement(s) as may be required from time to time and will absorb the cost of printing as well as the cost of delivery of sufficient copies to the Local Chairmen. This will include such costs incurred with the printing and delivery of updated pages. The Corporation will supply a diskette copy of collective agreement(s) and updated pages to the General Chairman of the Brotherhood of Locomotive Engineers, upon request.

Article 35 Use of Masculine Gender

35.1 The use of the masculine gender in this Agreement includes the feminine.

Article 36 Representation

- 36.1 The right to make and interpret contracts, rules, rates and working agreements for locomotive engineers shall be vested in the regularly constituted Committee of the Brotherhood of Locomotive Engineers.
- 36.2 The right of a locomotive engineer to have the regularly constituted Committee of the Brotherhood of Locomotive Engineers represent him in handling of a grievance under the recognized interpretations placed upon the Agreement by the Officers of the Corporation and the General Committee of the Brotherhood making same is conceded.

(Refer to Addendum10)

Article 37 Spare Board Operation

- 37.1 If a spare board locomotive engineer who is first out misses a call, the locomotive engineer will be held off the spare board for 12 hours from the time of the call missed, following which the locomotive engineer will be put at the bottom of the spare board and the guarantee will be reduced for all hours of the assignment missed.
- 37.2 Spare board locomotive engineers who are second out and who miss a call as a result of the locomotive engineer who was first out missing a call, will maintain their position on the spare board and their guarantee will be reduced for all hours of the missed trip.
- 37.3 Spare board locomotive engineers who are not first or second out and who miss calls as a result of the locomotive engineers who were first or second out missing a call, will not be penalized.
- 37.4 Spare board locomotive engineers who are run-around will be paid four hours over and above the guarantee and not calculated in the hours of overtime purposes. The locomotive engineer will maintain his position on the spare board.
- 37.5 A spare locomotive engineer on days off will retain his turn on the spare board as if he was not off. If his turn reaches the top of the spare board while he is off, it will remain in that position until he completes his days off. When a spare locomotive engineer is off the spare board for any reason, his name will be placed at the foot of the spare board at the time he books on.

37.6

In the event a spare locomotive engineer accepts a call for extra work on his days off, he will retain his turn on the spare board if he is off duty at the home terminal prior to the completion of his days off, If he is not off duty prior to the completion of his days off, his name will be placed at the foot of the spare board.

SECTION 2
West - General

Article 100
Introduction of Electric or Other Motive Power

100.1 When electric or other motive power is introduced as a substitute for diesel-electric locomotives on trains operated or controlled by VIA Rail, locomotive engineers governed by this Collective Agreement shall have preference to positions as locomotive engineers.

New Type of Motive Power

100.2 In the event that any new type of motive power is introduced and the rate provided therefor, is not, in the opinion of the General Committee, equitable, such rate shall be subject to negotiation between the General Committee of the Brotherhood of Locomotive Engineers and the proper Officer of the Corporation.

Article 101
Condition of Locomotive

101.1 At points where maintenance forces are available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand and drinking water. Cabs to be kept tight and comfortable.

Supplies for Locomotives

101.2 At points where maintenance forces are available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand, drinking water and ice.

Article 102
Seniority Boundaries

Territory

102.1 The following designated and defined districts shall constitute seniority territory for locomotive engineers on the VIA West Region, and no change will be made in the territories as herein defined, except through the negotiations between the appropriate Officer of the Corporation and the General Chairman.

102.2 Seventh Seniority District, all lines, branches and terminals on Canadian National Railways between Thunder Bay, Armstrong, Churchill, Vermilion, Wainwright, Hemaruka, Kindersley and Eatonia, including the Yards at Thunder Bay, Churchill, Kindersley and Eatonia, but excluding the Yards at Armstrong, Vermilion and Wainwright.

102.3 Ninth Seniority District, all lines, branches and terminals on Canadian National Railways west of Vermilion, Wainwright, Hemaruka, Kindersley and Eatonia, including the lines on Vancouver Island and the Yards at Vermilion and Wainwright, but excluding the Yards at Kindersley and Eatonia.

102.4 Where seniority districts join, locomotive engineers can operate in and out of a terminal.

Establishment

102.5 The seniority date of a locomotive engineer hired in keeping with Corporation requirements and regulations shall be the date of his first service as locomotive engineer. Qualification as locomotive engineer is subject to Corporation requirements and regulations.

102.6 (a) A qualified locomotive engineer will be eligible for service as a locomotive engineer; and will be promoted to the locomotive engineer's seniority list on January 1st of the year following the year during which qualified in order of his standing on the fire/helper's list, provided eligible Fire/Helpers his senior are qualified and promoted.

(b) Employees other than fire/helpers who are qualified as locomotive engineers in keeping with Corporation requirements and regulations will be eligible for service as locomotive engineers, provided eligible fire/helpers are qualified and promoted.

Effective March 17, 1982, such other employees will be promoted to the seniority list of locomotive engineers on January 1st of the year following the year during which qualified, and shall hold their relative standing in the group with which qualified as per their seniority date as brakeman or yardman. If an employee has a seniority date in both classifications, the earliest date shall be used in determining his relative standing.

(c) An employee who has sufficient service requirements under Agreement 4.3 which prevents him from having sufficient qualification to apply for training as a locomotive engineer will have his seniority awarded as if he qualified in paragraph (b) of this Article provided:

(i) He applies for the first course advertised following attaining the necessary qualifications - it is incumbent upon the employee to apply to the first course advertised; and

(ii) He successfully qualifies as a locomotive engineer in the first course attended.

- (d) (i) The Corporation may select as locomotive engineer trainee's candidates from terminals where a shortage of qualified locomotive engineers exists or is expected to exist, notwithstanding that such candidates are junior to candidates from other terminals where no such shortage exists. Senior candidates who are held off a course as a result of the selection of junior employees, and thereby prevented from training and qualifying as a locomotive engineer, will be promoted to the locomotive engineers' seniority list in the manner set out in this Article as if trained and qualified in the first course from which held off provided they successfully qualify as a locomotive engineer on the first course attended.
- (ii) Senior candidates at terminals where no shortage exists pending acceptability who are held off a course will be so notified. The names of such candidates will be recorded and kept on file. The General Chairman will be kept advised on an on-going basis of the names of employees so recorded and the dates of the course from which each was held off.
- (iii) Junior employees selected on a terminal basis pursuant to this sub-paragraph will not be permitted to work as a locomotive engineer at any other terminals where there are senior candidates who have not, as a result of the application of this sub-paragraph, qualified as locomotive engineers. In this respect, the names of such locomotive engineers will be suitably notated on the seniority list until such time as all such senior candidates to that course have similarly qualified as a locomotive engineer and their names placed on the seniority list.

NOTE: Notwithstanding the provisions of Article 102.6 (d) (iii) junior employees may be permitted to work locomotive engineer at such other terminals referred to in Article 102.6 (d) (iii), when an additional shortage arises. In such cases, the corresponding number of those senior candidates referred to in Article 102.6, (d) (iii), shall be afforded loss of earnings in accordance with the applicable provisions of the Collective Agreement governing their services.

- (iv) Senior candidates held off training pursuant to this subparagraph and who subsequently exercise seniority to a terminal where junior employees have been qualified as locomotive engineers and are working as such will, upon written request, be given preference over other candidates on the locomotive engineer seniority district for training at the next training course. Employees submitting such written request must be permanently assigned to such terminal at the time the training course is to commence.

NOTE: The provisions of this paragraph apply only to employees who enter training as locomotive engineer subsequent to March 17, 1982.

Posting Lists

- 102.7 When the date of promotion of a locomotive engineer has been established in accordance with regulations, such date shall be posted and if not challenged in writing within 60 days after such posting, no protest against such date shall afterward be heard.
- 102.8 The posting of notice of seniority rank, as per Articles 102.1 and 102.2, shall be done within 10 days following date of promotion and such notices shall be posted on every bulletin board of the seniority district on which the man holds rank.
- 102.9 Seniority lists of locomotive engineers will be posted on all locomotive engineers' bulletin boards not later the February 1st of each year.

Laid Off

- 102.10 When locomotive engineers are laid off on account of reduction in traffic, they will retain all seniority rights provided they, return to service within 30 days from the date their services are required.

Re-employed Subsequent to Discharge

- 102.11 The seniority standing of discharged locomotive engineers, who are subsequently re-employed, will be decided by mutual agreement between the proper Officers of the Corporation and the General Chairman.

Transfers between Districts

- 102.12 Locomotive engineers loaned from one seniority district to another, will be returned or properly transferred within one year, locomotive engineers to take the initiative, if transferred, their seniority standing will be the date of their first service as locomotive engineer on the seniority district to which they are transferred.

Employed on Yardmaster's Position

- 102.13 (a) An employee with seniority under this agreement whose seniority entitles him/her to a position as locomotive engineer at his/her home terminal and who accepts a position as a regularly assigned Yardmaster, shall continue to accumulate seniority under this agreement for a period of one year. If he/she elects to remain employed as a Yardmaster at the completion of the year, and the employee's seniority entitles him/her to a position as locomotive engineer, he/she shall forfeit his/her seniority under this agreement. If unable to hold a position as locomotive engineer at the end of the year, the employee will make the election at the first time after the expiration of the year when the employee's seniority entitles him/her to a position at his/her home terminal as a locomotive engineer.
- (b) During the period he/she is employed on a Yardmaster's position he/she shall not be considered as having entitlement to work under this agreement.
- (c) Employees exercising their seniority under this agreement shall do so in accordance with the appropriate provisions dealing with the exercise of seniority.

Article 103 Home Stations

Definition

- 103.1 Home station means a terminal designated by the Corporation and the locomotive engineers' General Chairman as the headquarters of locomotive engineers on various runs.

Establishment

- 103.2 Unless otherwise agreed between the General Chairman and the Corporation, when a new home station is established bulletins shall be issued on the seniority district advertising all positions out of that station and senior locomotive engineers applying will be assigned.

Jurisdiction

- 103.3 Except when otherwise arranged between the General Chairman and the appropriate Officer of the Corporation, the following will apply when establishing the home station of assigned or unassigned service.
- (a) Trains operating over territory entirely under the jurisdiction of one home station will be manned from that station.

- (b) Trains operating over only a portion of a subdivision will be manned by the home station from which the run begins.
- (c) Trains operating over territory under the jurisdiction of two or more home stations and running between two home stations will be manned from the station having the greatest amount of mileage in the territory over which the trains operate.
- (d) Trains operating over territory under the jurisdiction of two or more home stations and only touching one home station will be manned from that station.
- (e) Trains which operate over territory of two or more home stations but do not touch any home station will be manned from the station having the greatest amount of mileage in the territory over which trains operate.
- (f) Where work trains are established operating over territory under the jurisdiction of 2 or more home stations, the General Chairman and the appropriate Officer of the Corporation will, when practicable, make the necessary arrangements to equalize the mileage between such home stations.

103.4 Unless otherwise arranged, runs in road service extending over more than one seniority district will be manned by locomotive engineers from each of the seniority districts involved, proportionately as nearly as possible. Locomotive engineers on those assignments that presently receive payments as compensation for equalization of miles will not suffer any loss in equalization compensation and will continue to receive such compensation. This compensation payment will not be included in the calculation of the locomotive engineers' guarantee but will be included in maintenance of earnings.

Article 104

Transfers between Home Stations

Superior Service

104.1 Except as provided in Article 104.3, a locomotive engineer may elect a permanent transfer from one home station to another from the spare board to a regular assignment if unable to hold a regular assignment at his home station.

- (a) From the spare board to yard service if unable to hold yard service at his home station:

- (b) From the spare board to road service if unable to hold road service at his home station:
- (c) From yard service to road service if unable to hold road service at his home station.

When Cut Off

104.2 Except as provided in Article 104.3, a locomotive engineer who is cut off the locomotive engineers' working list may transfer to another home station on a temporary transfer provided such declaration is made prior to performing service on a position other than locomotive engineer. Otherwise such transfer must be permanent.

NOTE: Except as provided in Article 104.3, a locomotive engineer who has not been previously set up on the locomotive engineers' working list may transfer to another home station on a permanent transfer.

104.3 A locomotive engineer will not be permitted to transfer for "superior service or when cut off" by reason of a junior locomotive engineer being assigned, at the home or subsidiary station to which the transfer is desired:

- (a) Under the provisions of Article 153 – "Manning Temporary Vacancies in Road Service"; or
- (b) Under the provisions of Article 152.14, unless the locomotive engineer desiring the transfer is senior to the senior locomotive engineer on the spare board; or
- (c) At the home station where the note to paragraph (b) of Article 152.7 is invoked paragraph (b) hereof will be suspended and the following will apply:

When such junior locomotive engineer is assigned only because a senior locomotive engineer was unavailable.

Restricted to Yard Service

104.4 A locomotive engineer restricted to yard service:

- (a) Who is unable to hold such service at his/her home station will be permitted to transfer to another home station on either a temporary or permanent transfer;
- (b) Will be permitted to transfer to another home station at a change of timetable on a permanent transfer.

104.5 When a locomotive engineer desires to transfer under the provisions of Articles 104.1, 104.2, or 104.4, he will indicate the home station(s) of his choice to the appropriate Officer of the Corporation who will ascertain where he can hold. The appropriate Officer of the Corporation will move the locomotive engineer's clearance as ascertained.

Bulletining to Seniority District

104.6 A bulletin will be posted to the seniority district each month for a period of 14 calendar days when;

- (a) A locomotive engineer who has been working as a locomotive engineer continuously for at least 3 years leaves the service for any of the following reasons;
 - (1) resignation
 - (2) retirement
 - (3) death
 - (4) dismissal
 - (5) promoted to Official position; or
- (b) A vacancy exists due to a locomotive engineer being assigned to another home station, to a permanent vacancy or a new run or job which was advertised to the seniority district; or
- (c) A new run or job has existed at a home station beyond the life of a full time-table;
- (d) A vacancy exists due to a locomotive engineer being on pre-retirement vacation.

104.7 In application of Article 104.6.

- (a) Applications will be accepted from qualified locomotive engineers who are able to hold work as a locomotive engineer at the terminal named in the bulletin;
- (b) Applications will not be accepted from locomotive engineers at the home station or stations subsidiary thereto named in the bulletin;
- (c) Applications will not be accepted after the closing date of the bulletin;
- (d) The senior locomotive engineer making application will be permanently transferred to the home station named in the bulletin. Upon arrival at the home station, the locomotive engineer will be permitted to exercise his seniority as locomotive engineer to any position.

- (e) No part of Articles 104.6 or 104.7 shall be used against the Corporation in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of an employee when such grievance or time claim is the direct or indirect result of a violation of Articles 104.6 or 104.7 or by another employee covered by this Agreement.

Reporting

104.8 A locomotive engineer transferring to another home station will report as soon as practicable from the date a clearance is issued.

Temporary Transfer

104.9 A locomotive engineer who elects a temporary transfer:

- (a) Must return to his home station when he is able to hold work on the locomotive engineers' list at such home station immediately that relief is available when recalled unless he indicates in writing to the appropriate Officer of the Corporation his decision to remain on a permanent transfer;
- (b) Will be considered permanently transferred if he transfers to another home station for "superior service", i.e. spare board to regular assignment.

Clearances

104.10 Clearances for a locomotive engineer transferring from one home terminal to another will be issued and accepted 24 hours per day.

Learning the Road

104.11 When a locomotive engineer transfers to another Territory, which is unfamiliar to him, he must make a trip with another locomotive engineer on his own time to learn the road. If a locomotive engineer is called to work such a trip, he will be compensated under the provisions of the Collective Agreement, if there are no qualified locomotive engineers available.

Writing Operating Rules of Another Railway

104.12 When a locomotive engineer transfers and it is necessary to write the operating Rules of another Railway he must do so on his own time before being permitted to work.

Qualifying

104.13 When a locomotive engineer transfers and it is necessary to acquire certain knowledge or experience on types of locomotives, he shall not be permitted to go to work until he has been qualified or can produce evidence that he is qualified.

Transportation of Household Goods

104.14 When a locomotive engineer transfers the Corporation will furnish free transportation for his family and household goods.

Not Required to Exercise Seniority

104.15 Except as otherwise provided in this Collective Agreement, a locomotive engineer not working as such will not be required to exercise his seniority on the seniority district.

Article 105 Protecting Service

Promotion to Locomotive Engineers' Working List at Home Stations

105.1 Except as provided in Articles 105.2 and 105.3, when an additional locomotive engineer is required, the senior locomotive engineer not working as such assigned to the home station will be promoted to the locomotive engineer's working list.

Shortage of Locomotive Engineers at Home Station

105.2 When all locomotive engineers assigned to a home station have been promoted to the locomotive engineer's working list and further locomotive engineers are required, a shortage of locomotive engineers will be deemed to exist.

105.3 If by promoting available locomotive engineers at a home station to the locomotive engineer's working list, there would result a need for movement of Engine Service Employees from other home stations on the seniority district for the manning of passenger service who would be senior to locomotive engineers to be promoted, or already promoted, a shortage of locomotive engineers will be deemed to exist.

Overcoming a Shortage of Locomotive Engineers at Home Stations by Bulletin

105.4 At any time when the Corporation can foresee that locomotive engineers will be required to move from one terminal to another terminal in order to avoid a shortage of locomotive engineers developing at a terminal, the Corporation may in advance of actual requirements, including in advance of change of timetable, bulletin for 14 days to the seniority district for applications from locomotive engineers who are prepared to proceed to the home stations requiring additional locomotive engineers on an if-and-when required basis.

105.5 Any qualified locomotive engineer is eligible to apply. A locomotive engineer who is off for any reason during the entire period of the bulletin will be permitted to make application when he reports to duty.

- 105.6 A successful applicant, provided his absence will not create a shortage of locomotive engineers at his own home station, will be required to respond when advised and must report to the point where the shortage exists as soon as practicable. Such locomotive engineer to have the privilege of taking either a temporary or permanent clearance.
- 105.7 A successful applicant who elects to take a temporary clearance will not be permitted to displace on any local road assignments unless unable to hold unassigned and/or work train service.
- 105.8 A successful applicant who elects to take a temporary clearance will not be subject to recall to his home station unless it would otherwise require the movement of a locomotive engineer from another home station to the successful applicant's home station. Otherwise he will remain at that point as long as the shortage exists or until the next change of timetable, whichever occurs first. In either case he will be returned to his originating home station.
- 105.9 If locomotive engineers who elect to take a temporary clearance are released prior to the change of timetable such release will be in reverse order of seniority. Locomotive engineers released prior to change of timetable will be subject to recall to the point from which released in seniority order to protect locomotive engineers' positions until the next change of timetable.
- 105.10 The General Chairman will co-operate with appropriate Corporation Officers in the application of Articles 105.4 to 105.9.

Overcoming a Shortage of Locomotive Engineers at Home Stations When No Applications are Received

- 105.11 The junior locomotive engineer not working as such on the seniority district will be required to respond when advised and must report as soon as practicable at the station where locomotive engineers are required. Such locomotive engineer to have the privilege of taking either a temporary or permanent clearance.
- 105.12 A locomotive engineer who elects to take a temporary clearance, will not be permitted to displace on any local road assignments unless unable to hold unassigned service and shall remain at the point where locomotive engineers are required as long as the shortage exists or until the next change of timetable or until recalled as a locomotive engineer to his home station, whichever occurs first, notwithstanding that junior demoted locomotive engineers become available later. If released, not including recall, prior to the change of timetable, the senior locomotive engineer required to move under Article 105.11 will be released. In either case he will be returned to his originating home station.

- 105.13 When the junior locomotive engineer not working as such is not available to move within a reasonable time, as required by Article 105.11 the next junior locomotive engineer not working as such at the terminal shall be sent immediately and when the junior locomotive engineer not working as such is available he shall be sent to relieve the locomotive engineer who filled the original requirement.
- 105.14 In the application of this Article 105, locomotive engineers who have moved to a home station on a temporary clearance to overcome a shortage of locomotive engineers will be permitted to exercise their seniority in order to overcome a shortage of locomotive engineers which may subsequently exist at another home station.
- 105.15 If a locomotive engineer is released at a change of timetable or prior to change of timetable when recalled under Article 105.12, such release will not be effective until a replacement locomotive engineer is available.
- 105.16 Locomotive engineers who protect service under the provisions of Articles 105.4 and 105.11, will be paid for all time travelling to the point where the shortage exists in accordance with Article 3.10. This Article does not apply to locomotive engineers exercising seniority under Article 105.14.
- 105.17 Locomotive engineers who protect service in keeping with Articles 105.4 to 105.12 will when deadheading on passenger trains be provided with sleeping accommodation between the hours of 2200 and 0600 when such is available.
- 105.18 Locomotive engineers who protect service under this Article 105 and who have moved on a temporary transfer will be allowed \$75.00 per day for meals and accommodations where such are not provided by the Corporation or at Corporation expense. The allowance will be paid for each calendar day such locomotive engineer works or is available for work at or out of the point where the shortage exists provided such point is not his normal place of residence. This Article 105.18 does not apply to locomotive engineers exercising seniority under Article 105.14.

NOTE: The payment of the \$75.00 per day allowance shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists in the application of Article 105.19.

105.19 A locomotive engineer who protects service in keeping with the provisions of this Article 105 will be governed as follows:

- (a) It is the responsibility of an Engine Service Supervisor to determine whether or not it is necessary that a locomotive engineer learn the road.
- (b) If it is necessary that a locomotive engineer learn the road the Corporation will arrange to have an engine service supervisor ride with the locomotive engineer to assist him in learning the road.
- (c) In the event an engine service supervisor is not available, a locomotive engineer will be paid one minimum day's pay for each direction on the round trip, or one minimum day's pay for a turnaround trip, at the minimum rate applicable to the class of train on which he travels to learn the road. Not more than one round trip for each territory on which the locomotive engineer is required to learn the road will be paid for.

(Refer to Addendum 111)

**Article 106
Terminals**

Definition

106.1 The following stations constitute terminals within the meaning of the term and may be eliminated or added to by giving the General Chairman 30 days notice in writing and bulletining same on the Seniority District affected.

106.2 Seventh Seniority District:

- Biggar
- Canora
- Dauphin
- The Pas
- Winnipeg

106.3 Ninth Seniority District

- Edmonton
- Kamloops
- Prince George
- Smithers

Article 107 Switching Limits

Designation

107.1 Present switching limits will be designated by general notice at all points where yard engines are assigned, and will only be changed as necessitated by territorial extension of facilities. Copy of such notice will be forwarded to the General Chairman.

Work Outside Switching Limits

107.2 Locomotive engineers called to perform yard service within switching limits shall not be used in road service when road engineers are available except in cases of emergency. Locomotive engineers used in road service under conditions just referred to, shall be paid a minimum of 1 hour, in addition to the regular yard pay, and without any deduction therefrom for the time consumed in road service.

107.3 Article 107.2 does not apply to locomotive engineers in yard service who are required to assist trains out of the yard beyond the switching limits.

- 107.4
- (a) 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.
 - (b) Yard crews used outside of established switching limits in such circumstances during their tour of duty shall be compensated on a continuous time basis at yard rates and conditions.
 - (c) The application of this Article 107.4 shall in no way have the effect of abolishing road switcher assignments.
 - (d) Yard crews used in excess of the miles outlined in Article 107.4 (a) will be governed by the provisions of Articles 107.2 and 107.3.

Article 108

Spare Board Operation

108.1 Except as otherwise specified, employees assigned to spare board will be run first-in, first-out from the shop track or designated change-off point.

Runaround

108.2 Spare board locomotive engineers who are runaround will be paid four hours over and above the guarantee and not calculated in the hours for overtime purposes. The locomotive engineer will maintain his position on the spare board.

108.3 Articles 108.1 and 108.2 will not apply when a locomotive engineer returns to the shop track or designated change-off point for repairs.

108.4 When a locomotive engineer assigned to the spare board books off he shall not be permitted to book on until a period of 12 hours has elapsed.

108.5 (a) If a spare board locomotive engineer who is first out, misses a call, the locomotive engineer will be held off the spare board for 12 hours from the time of the call missed, following which the locomotive engineer will be put at the bottom of the spare board and the guarantee will be reduced for all hours of the assignment missed.

(b) Spare board locomotive engineers who are second out and who miss a call as a result of the locomotive engineer who was first out missing a call, will maintain their position on the spare board and their guarantee will be reduced for all hours of the missed trip.

(c) Spare board locomotive engineers who were not first or second out and who miss calls as a result of the locomotive engineers who were first or second out missing a call, will not be penalized.

108.6 The penalty provisions of Articles 108.4 and 108.5 shall not apply when no other qualified locomotive engineers are available.

108.7 An emergency locomotive engineer used on an assignment which ties up away from a home terminal will be relieved by a spare locomotive engineer as soon as available. In the event the first spare board locomotive engineer who subsequently becomes available elects not to displace, the emergency locomotive engineer will remain on the job. In the application of this Article 108.7, no deadhead time will be paid.

Article 109

Assignment of Locomotive Engineers

Availability

- 109.1 A locomotive engineer will not be considered available unless he is on the working board except when no other locomotive engineer is available.
- 109.2 A locomotive engineer on the off board for any reason will not be considered on the working board, e.g. not available.
- 109.3 Provided he complies with Article 116.7, a locomotive engineer will be considered available when the arbitrary pay time for a tour of duty does not commence prior to the day vacation terminates.

Board Adjustments

- 109.4 Board adjustments shall become effective at a set time, between 1200 hours Friday and 1200 hours Saturday, to be mutually arranged between the appropriate Officer of the Corporation and the Local Chairman. At each change of timetable, boards shall be adjusted at 1500 hours, Sunday, instead of the usual set time. Permanent vacancies will be filled effective with board adjustment dates.
- 109.5 Automatic boards will be worked out of stations, ie., when a man exercises his seniority on a board the junior man will be cut off, and likewise when a man is promoted from the board another man will be added.

Assigning

- 109.6 When a locomotive engineer transfers he will be considered assigned when he reports available for service at his new home station with the Crew Management Centre but no displacement shall be put into effect until he is actually available for service.
- 109.7 When a locomotive engineer transfers to another home station and books on a pool or spare board, he will be placed last out and the junior locomotive engineer displaced. If 2 or more locomotive engineers transfer at the same time they will be placed in seniority order in accordance with the first sentence of this paragraph.
- 109.8 When a locomotive engineer books available for a run or service, to which he is entitled or is the successful applicant for a run advertised locally or to the seniority district, he will be considered assigned to that run or service.
- 109.9 In the event that 2 or more locomotive engineers book in at a home station at the same time for the spare board, they shall be placed at the bottom of the board in the same order as originally called at the home station.

- 109.10 A locomotive engineer who is to be placed in a pool or the spare board either through promotion, displacement or exercising seniority will be placed in relation to other locomotive engineers in such pool or spare board in accordance with the time-in principle. If the locomotive engineer's turn or assignment is out at the time his assignment is to be changed, he will be placed at the bottom of the spare board when his previous turn or assignment books in.
- 109.11 When adjusting working boards, it is not permissible to assign a locomotive engineer to the spare board, or retain him on the spare board at a checking date, unless he is available and ready for service except when on annual vacation, sick, or on leave and it is known that he will be available prior to the next adjustment date.
- 109.12 All instances of assigning a locomotive engineer that are not specifically covered in this Collective Agreement will be governed under the time-in principle.
- 109.13 The time-in principle will apply at home stations and turnaround points, and will be determined as follows:
- Passenger Service: Time of arrival at station;
- Yard Service: Unless otherwise provided in this Agreement, time of arrival on shop track or change-off point but not prior to the expiration of 8 hours after the commencement of the shift.

Article 110 Calling

- 110.1 Locomotive engineers will be called as far as practicable 2 hours in advance of the time required to report for duty, except in cases of emergency. At a home station, final inspection time of the preceding tour of duty will not be included in determining availability for a 2-hour call. Where telephone service is available locomotive engineers will be called by telephone, except that other means may be used in cases of telephone system failure or when locomotive engineers are accommodated in facilities provided by the Corporation. Locomotive engineers assigned to regular runs will be called if request is made.
- 110.2 In cases where 2 or more locomotive engineers are required for runs ordered for the same time, the locomotive engineer first-out shall have preference of jobs.

110.3 Locomotive engineers will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. They will also be notified of the route over which the train is expected to operate if there is more than one route over which the train can to reach the objective terminal. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockade or where the line is blocked.

NOTE: Examples of the "Emergency" can be categorized as:

- (1) Accident;
- (2) Engine Failure;
- (3) Washout;
- (4) Line Blockage.

Errors in judgement or poor management will not be considered as an emergency.

(Refer to Addendum 113)

Article 111 Called and Cancelled

111.1 (a) Locomotive engineers cancelled, after accepting a call for service will be paid four (4) hours (1/10th the weekly rate).

(b) Locomotive engineers held for a period exceeding 4 hours will be paid for all time held.

111.2 Locomotive engineers cancelled after leaving shop track or designated track will be paid not less than 8 hours (1/5th of the weekly rate) and will retain their previous standing on the board.

111.3 Locomotive engineers who report for duty and are afterwards cancelled, will be permitted to book up to 8 hours rest at the home terminal and up to 6 hours rest at other terminals without losing their turn.

Article 112 Deadheading

112.1 Deadheading or travelling passenger on Corporation business with the proper authority will be paid as follows:

112.2 Locomotive engineers deadheading shall be credited with five hours, or actual time if in excess of five hours, from on duty time to off duty time.

- 112.3 When deadheading is coupled with service paid for at road rates on a straight-away basis the deadheading time and any dead time will be included with the time occupied in other service when computing overtime. The time will be paid at the highest rate applicable to any class of service performed, with a minimum of 5 hours.
- 112.4 When combined service and deadheading involves a turnaround point, the provisions of Article 9 will not apply, but the time at the turnaround point will be paid for under Article 12. Such time will be excluded when computing overtime.
- 112.5 When deadheading is coupled with yard service paid at yard rates, such deadheading time and any dead time will be paid for separately from time occupied in yard service, in accordance with Article 112.2.
- 112.6 Locomotive engineers deadheading to exercise seniority rights or returning after having done so, will not be entitled to compensation therefor.
- 112.7 Deadheading in connection with relief work which locomotive engineers have bid in or claimed on seniority basis, shall not be paid for, but when not so bid in or claimed and locomotive engineers are ordered by the Corporation to deadhead any such deadheading shall be paid for, except where locomotive engineers are forced to fill an assignment due to no applications being received.
- 112.8 When a locomotive engineer is ordered to deadhead, the Corporation will provide or arrange for transportation. When rail or public transportation is not available and a locomotive engineer is authorized to use his private automobile, he will be reimbursed at the rate of 28 cents per kilometre for the kilometres travelled via the most direct highway route.
- 112.9 Locomotive engineers ordered to deadhead by other than Rail Transportation, will be governed by the provisions of this Article and when such deadheading is paid separately from service, it will be paid at the minimum road service 5 hours.

Article 113 Hostling

- 113.1 Locomotive engineers will be paid on the minute basis, with a minimum of 15 minutes when required to put a locomotive in or take a locomotive out of the shop. Such time will not be used to make up the basic day. Time so paid, will not be included in computing overtime or terminal time. This Article 113 will apply only to locations where no hostlers are employed unless locomotive engineers are requested by the appropriate Officer of the Corporation to perform such work at locations where hostlers are employed.

Article 114 Time Returns

- 114.1 When the Corporation so requires, the senior locomotive engineer will complete and submit a time return for himself and the other locomotive engineer, upon the completion of each shift, tour of duty or round trip.
- 114.2 A locomotive engineer who commences a tour of duty on a general holiday will, provided he qualifies under the provisions of Article 117, submit the time return for the holiday with pay on the completion of such tour of duty.
- 114.3 A locomotive engineer who does not commence a tour of duty on a general holiday will, provided he qualifies under the provision of Article 117, submit the time return for the holiday with pay when he reports for the first tour of duty following such general holiday.
- 114.4 In all other instances under this Agreement where a locomotive engineer is required to complete a time return, it will be submitted at the earliest possible date.
- 114.5 Where there is a question regarding the time to be paid for any portion, not in dispute, will be allowed and the locomotive engineer will be promptly advised regarding the portion which is not allowed, together with reason why not allowed. In cases where all time claimed on any time return is disallowed, such time return will be promptly returned to the locomotive engineer through the proper Officer of the Corporation.
- 114.6 (a) An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.

- (b) An employee who has been short paid may request of the designated Officer, by telephone, the issuance of a voucher to cover such shortage provided that:
- (1) The amount short paid is equivalent to or more than a basic day; and
 - (2) The time return involved was submitted promptly in accordance with the provision of this Article.
 - (3) Such vouchers will be issued within three working days (i.e. excluding weekends and general holidays) of the employee's request.
 - (4) Vouchers will not be issued in respect to;
 - (i) Maintenance of earnings claims; and
 - (ii) Claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

Article 115 Learning Road

115.1 Except as provided in Article 105.19, a locomotive engineer shall learn the road and pass necessary examination on his own time.

(Refer to Addendum No.7 Re: Participation of
Locomotive Engineers in the Training of Students)

Article 116 Leave of Absence and filling Excepted Positions

For Elected Brotherhood Positions

116.1 Employees elected to International Office or as General or Local Chairman, or as a delegate to any Brotherhood activity requiring leave of absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted in accordance with Corporation policy. Application for or renewal of such leave must be made by the Brotherhood to the Director of Labour Relations. Pass transportation will be granted in accordance with Corporation policy.

For Appointed Brotherhood Positions

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

(Refer to Addendum 12 - Vacation Brotherhood Officers)

For Other Reasons

116.3 Leave of absence for other reasons, including personal, for a period not in excess of one year, may be granted at Management's discretion in accordance with Corporation policy.

116.4 All applications for leave of absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate Officer of the Corporation in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.

116.5 Extension of leave of absence may be granted when supported by application in writing to the appropriate Officer of the Corporation. Such applications must be received in ample time to obtain authorization or, if authorization is not granted, to enable the employees to return to work at expiration of his leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit his seniority.

116.6 Employees on authorized leave of absence or filling excepted positions as Corporation Officers shall retain and accumulate seniority rights.

116.7 Regularly assigned locomotive engineers returning to duty from an absence for any reason must report their availability for duty at least 3 hours in advance of the reporting time of their assignment.

116.8 Employees returning to engine service from an excepted position as Corporation Officer or an elected office with the Brotherhood will be permitted to choose any home terminal on their seniority district, provided the period of leave exceeds 6 months.

Article 117 General Holidays

117.1 An employee who qualifies in accordance with the provisions of Articles 117.2 or 117.3 hereof shall be granted a holiday with pay on each of the following general holidays:

New Year's Day (January 1)
Good Friday
Victoria Day
Canada Day
Civic Holiday (First Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

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.

117.2 An employee who commences a shift or tour of duty between 0001 hour and 2359 hours on a general holiday shall qualify for a holiday with pay providing he has completed 30 days of continuous employee relationship.

An employee qualified under this Article shall:

- (a) If in road service, be paid for work performed by him on a general holiday at a rate equal to one and one-half times his regular rate of pay and, in addition, shall be given a holiday with pay at the amount provided in Article 117.8 on the first calendar day on which the employee is not entitled to wages following that general holiday;
- (b) If in yard service, be paid, in addition to the amount provided in Article 117.8, wages for work performed by him at a rate equal to one and one-half times his regular rate of pay. (When more than one shift or tour of duty is worked by an employee on a general holiday the provisions of this Article 117.2 shall apply to the first shift or tour of duty only.)
- (c) In application of this paragraph 117.2, yard service employees shall be paid in accordance with sub-paragraph (b) and sub-paragraph (a) will not apply to such employees.

117.3

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

- (a) He is available for duty on the holiday, unless suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday, and is entitled to wages for at least 15 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday; or

NOTE: Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 15 shifts or tours of duty referred to in this sub-paragraph (a).

- (b) In the application of sub-paragraph (a) of this Article, a locomotive engineer assigned to a regular assignment who is available for such assignment throughout the entire 30 day period immediately preceding the General Holiday will not be disqualified from General Holiday pay on the basis of not accumulating the required 15 tours of duty on that assignment in the 30 calendar days.
- (c) He is available for duty on the general holiday and he is available for duty or commences a shift or tour of duty on the day before and the day after the general holiday.
- (d) A vacation day on pay shall be considered as a qualifying day under this Article 117.3.
- (e) In the application of paragraph (a) of this Article 117.3, a regular assigned employee who has been cancelled on an assigned working day will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

- (f) The Maintenance of Earnings criteria are revised so that an employee disqualified for general holiday payment under the Collective Agreement provisions will have his incumbency reduced accordingly. However, this will not apply when disqualification for general holiday payment is due to the employee not having accumulated the required 15 tours of duty in the 30 calendar days immediately preceding the general holiday.

117.4 An employee who is qualified under Article 117.3 shall be paid the amount provided in Article 117.8 (b).

117.5 Availability for duty as required by Article 117.3 is defined as follows:

(a) **Assigned Service:**

An assigned employee shall be available for his assignment if one of his workdays coincides with a general holiday and he has not been notified that the assignment is cancelled. An assigned employee who is required to hold himself for service other than that of his assignment will also be governed by the requirements for unassigned service.

(b) **Unassigned Service:**

An unassigned employee shall hold himself available for duty throughout a general holiday. Where an employee elects to utilize sub-paragraph 117.3(b) to qualify for holiday pay he shall also hold himself available throughout the day before and the day after a general holiday.

- (c) In the application of Article 117.5 (a) and (b), an employee who is otherwise qualified for general holiday pay and who is under rest for any portion of a qualifying day, where the rest booked does not exceed 12 hours consecutive with a shift or tour of duty, shall not lose his entitlement to general holiday pay.

- (d) A locomotive engineer, except if on the spare board, who makes himself unavailable when called or books off for his job which commences on the day before a general holiday and thereby makes himself unavailable for a return movement on the general holiday will not be considered as available for duty on the holiday as required by Article 117.3. This paragraph (d) shall not apply to an employee who books not more than 12 hours rest consecutive with the last tour of duty prior to the general holiday, or to an employee suffering from a bona fide injury or hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

- 117.6 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 117.1 shall be paid the amount specified in Article 117.8 (b).
- 117.7 An employee who does not qualify for general holiday pay and who is required by the Corporation to work on a general holiday shall be paid in accordance with the provisions of the Collective Agreement.
- 117.8 Holiday pay for an employee qualified under Articles 117.2, 117.3 and 117.6 shall be paid 8 hours over and above the guarantee and not calculated in the accumulation of 160 hours.
- 117.9 For the purpose of this Article 117, deadheading for which compensation is paid shall be deemed to be a tour of duty.
- 117.10 The application of this Article 117 shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other collective agreement.

SECTION 3
West
Passenger Road Service

Article 150 Attending Locomotives

- 150.1 Locomotive engineers called out to attend locomotives after termination of tour of duty will be allowed a minimum of 4 hours pay for each call. Time paid for under this Article shall not be used to make up the basic day.

Article 151 Running of Locomotive Engineers In Regularly Assigned Service

- 151.1 Except as provided in Articles 151.6 and 151.8, locomotive engineers in regularly assigned road service will, if available, follow their assignment.

NOTE: When a train is operated ahead of its scheduled departure time, a definite effort will be made to contact the locomotive engineer affected thereby to so inform him the train is to be run early. When a locomotive engineer who cannot be so informed reports for duty before the assignment so operated departs, he will be allowed to follow the assignment and the spare locomotive engineer cancelled, provided no delay will accrue to the train.

- 151.2 Except as otherwise provided in this Collective Agreement locomotive engineers in regularly assigned road service will be considered off duty from the time released until again required for their regular run.

- 151.3 Regularly assigned locomotive engineers will be allowed to take their assignment if same is not returned in 4 calendar days. The locomotive engineer displaced will be returned to home terminal as soon as possible. No deadheading will be paid in either case.

- 151.4 Locomotive engineers in regularly assigned road service will be given as much advance notice as possible when assignments are cancelled. Except in emergencies, such as accident, engine failure or washout, or where the line is blocked, if less than 4 hours notice of cancellation is given prior to the time required to report for duty, locomotive engineers on regular assignments in road service will be paid a basic day at the minimum rate for each tour of duty lost.

- 151.5 The provisions of Article 151.4 apply only at the home terminal of an assignment and do not apply where a locomotive engineer is deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

- 151.6 When a road service assignment will run more than 12 hours late out of a terminal, and the regularly assigned locomotive engineer would arrive at the opposite terminal too late to take out his return assignment, he will be deadheaded to the opposite point to protect his regular assignment, provided train service will permit.
- 151.7 When for any reason a regular road service assignment is cancelled at the home station and the regular return portion of the assignment is being operated, the regular assigned locomotive engineer will be deadheaded to bring back his return assignment, provided train service will permit.
- 151.8 In Passenger Service when an interruption takes place where only one train is run each day for a period not exceeding 6 days, assigned locomotive engineers will be run first-in, first-out, to protect trains run. Should the interruption extend beyond the 6-day period, senior locomotive engineers will be used on a first-in, first-out basis from their respective home station with junior locomotive engineers reverting to other service at their home stations. When normal service is restored, crews will revert to their original assignment.

(Refer to Addendum 113 Emergency Defined)

Article 152 Manning Permanent Vacancies And New Assignments

Change of Timetable

- 152.1 For the application of this Collective Agreement, there will be two (2) changes of timetable; Spring and Fall.
- 152.2 All road service assignments for every terminal on the applicable seniority district will be posted at each home station and subsidiary stations at least ten (10) days in advance of a change of timetable.

All Road Service Except Work Trains at Change of Timetable

- 152.3 A locomotive engineer will submit, before 1500 hours on the day prior to the change of timetable, in order of preference on the prescribed form, his choices at his home station and stations subsidiary thereto of road service assignments including pools, and spare board. In the application of this subparagraph, a locomotive engineer will be permitted to also include choices of yard assignments if applicable.

- 152.4 A locomotive engineer who is off for any reason throughout the entire period specified in Article 152.2 and who does not submit choices in accordance with the provisions of Article 152.3, will be permitted to do so immediately upon his return to duty.
- 152.5 Locomotive engineers who fail to submit any or sufficient choices will be assigned, in seniority sequence, to unbid assignments. In the event there are no unbid assignments, such locomotive engineers must displace the junior locomotive engineer at this terminal.
- 152.6 Preferences submitted in accordance with Articles 152.3 or 152.4 will, on a seniority basis, apply at or between changes of timetable and in the placing of a locomotive engineer who is displaced. Except as provided in Articles 152.16, 152.17 and 152.19, preferences submitted shall remain in effect until the next change of timetable.
- 152.7 A locomotive engineer will not be permitted to exercise seniority:
- (a) To positions under bulletin which are advertised to the seniority district; or
 - (b) To a position on the spare board when his seniority entitles him to unassigned freight pool service. In the application of this sub-paragraph, he may elect to exercise his seniority at the home station rather than displacing a junior locomotive engineer at a subsidiary station.

NOTE: Upon written request from the Local Chairman to the appropriate Officer of the Corporation, the first sentence of sub-paragraph (b) will be suspended at a particular home station at a change of timetable.

Road Service Other Than Work Train between Changes of Timetable

- 152.8 All new road service assignments (except for work train) will be advertised five (5) days in advance at the home station or subsidiary station thereto.
- 152.9 A locomotive engineer will insert the new assignment in his order of preference on the prescribed form, which was submitted at the change of timetable without altering the sequence of his other choices. The senior qualified locomotive engineer, for whom the assignment will be the top preference of his choice that he can hold, will be assigned.
- 152.10 A locomotive engineer may vacate an assignment in other than work train service by giving notice in writing to the appropriate Officer of the Corporation at least twenty-four (24) hours in advance of an adjustment date to delete such assignment from his choices submitted.

152.11 In the application of Article 152.10 such locomotive engineer will only be permitted to vacate the assignment on an adjustment date when relief is available and will be placed in accordance with preferences submitted under Article 152.6. In such circumstances no deadheading will be paid.

152.12 Permanent vacancies, will be filled by the senior applicant effective with a board adjustment date.

Locomotive Engineers Absent

152.13 A locomotive engineer who is off for any reason throughout the entire bulletin period specified in Articles 152.8 and 152.14, will, prior to the leaving time of the first tour of duty after the close of the bulletin, make application in accordance with the provisions of Articles 152.9 or 152.15. If such locomotive engineer is the successful applicant, he will be assigned upon his return from the tour of duty for which called.

No Applications

152.14 In the application of this Article in the event that no applications are received for a road assignment, the senior locomotive engineer not working as such at the home station or subsidiary station thereto will be assigned, there being none, the junior locomotive engineer on the spare board will be assigned. Such locomotive engineer may displace a junior locomotive engineer who has been previously assigned under the provisions of this Article.

Re-advertising

152.15 In the application of this Article 152, a run will be re-advertised when there is a change in:

- (a) The arrival or departure time at the home terminal of six (6) hours or more; or
- (b) Number of trips per week; or
- (c) The road mileage of the round trip is changed more than twenty-five miles.

152.16 A locomotive engineer must also comply with the provisions of Article 152.3 between changes of timetable:

- (a) Before going to work when he transfers to a new home station; or
- (b) When first set-up on the locomotive engineers' working list.

152.17 A locomotive engineer will not be permitted to apply for his own vacancy.

- 152.18 When regular assignments are established, representative of the Corporation and the Local or General Chairman will co-operate to minimize the layover period at the away-from-home terminal to the extent possible.
- 152.19 Locomotive engineers who are not working as such are not eligible to apply for positions advertised under this Article 152.
- 152.20 Where provision is made in this Article 152 to make application or give notice to the Crew Management Centre it must be in writing and one copy must also be sent to the Local Chairman.
- 152.21 In the application of this Article 152, a vacancy resulting from a locomotive engineer commencing pre-retirement vacation will be recognized as a permanent vacancy.

Article 153

Manning Temporary Vacancies

- 153.1 A temporary vacancy in road service will be manned from the spare board until the first adjustment date in accordance with the provisions of Article 108.
- 153.2 A spare board locomotive engineer called to relieve on an outpost assignment or a work train assignment which does not tie up at the home station will remain on the temporary vacancy until relieved by the regular man or until subsequent to the first adjustment date. Spare board locomotive engineers called to relieve on a work train assignment will be released from the vacancy when such assignment is tied and in the application of this sentence no deadheading will be paid.

Assigned Service Other Than Pool

- 153.3 A locomotive engineer (except under the provisions of Article 152.14) who desires to work temporary vacancies in assigned service excluding pools, will submit his choices on the prescribed form in order of preference. One copy to be submitted to both the appropriate Officers of the Corporation and the Local Chairman.

NOTE: When a locomotive engineer who is assigned in accordance with the provisions of Article 152 is off, the vacancy will be filled in accordance with the provisions of this Article.

- 153.4 Notice to add or delete choices must be submitted at least 24 hours prior to an adjustment date with copies to the appropriate Officer of the Corporation and the Local Chairman.

- 153.5 When a temporary vacancy exists on an adjustment date, and it is known that the regular locomotive engineer will be absent until the next adjustment date, the temporary vacancy will be filled by the senior locomotive engineer who has recorded his desire to fill such a vacancy in accordance with Article 153.3.
- 153.6 In the event that no applications are received for a temporary vacancy, the senior qualified locomotive engineer not working as such at the home station or stations subsidiary thereto will be assigned; there being none, the junior locomotive engineer on the spare board will be assigned.
- 153.7 When it is known on an adjustment date that a locomotive engineer, who has been off since the previous adjustment date, will become available prior to the next adjustment date, the vacancy will revert to the spare board until such locomotive engineer becomes available.

Pool Service

- 153.8 When a vacancy exists on an adjustment date and it is known that the regular locomotive engineer will be absent until the next adjustment date, the regular locomotive engineer's vacancy will be filled in accordance with the provisions of Article 152.6.
- 153.9 When it is known on an adjustment date that a locomotive engineer who has been off since the previous adjustment date, will become available prior to the next adjustment date, the junior locomotive engineer will be removed from that pool. The resultant vacancy will be manned from the spare board until such locomotive engineer becomes available.

Article 154 Relieving Locomotive Engineers At A Turnaround Point

- 154.1 At any time it becomes necessary to relieve a locomotive engineer at a turnaround point, it shall be handled as follows:
- (a) If turnaround point is one where no spare board is maintained, arrangements shall be made for a man to be deadheaded from the home station to which the man relieved belongs. If time and train service will not permit this to be done and when no unassigned locomotive engineers belonging to the home station are available to be boosted to protect this vacancy, the senior locomotive engineer not working as such at the turnaround point, belonging to the home station concerned, available at the time of call, shall be called for the run.

- (b) If turnaround point is one where a spare board is maintained, a locomotive engineer from that spare board will be used and deadheaded back home upon completion of the one way trip.
- (c) It is understood that locomotive engineers cannot be relieved at turnaround points except for good and sufficient reasons.

SECTION 4
East - General

Article 200

Seniority Boundaries

First Seniority District

200.1 All lines, branches and terminals east of Rivière-du-Loup, including Rivière-du-Loup Yard as well as the line diverging eastward from St. André; lines in the Province of Prince Edward Island; but excluding lines in the Province of Newfoundland.

(a) **Territory B**

Sydney to Auld Cove, including the Point Tupper Spur.

(b) **Territory C**

Auld Cove to Truro, including the Mulgrave and Thorburn Spurs; Stellarton to Oxford Junction, including the Pugwash Spur.

(Refer to Addendum 205)

(c) **Territory D**

Truro to Springhill Junction; Truro to Halifax; Windsor Junction to End of Track (Dartmouth Subdivision); Southwestern Junction to Liverpool, including the Lunenburg Spur; and including Truro, Halifax and Springhill Yards.

(d) **Territory F**

Lines in the Province of Prince Edward Island; Springhill Junction to Saint John; Sackville to Cape Tormentine; Painsec Junction to Scoudouc; Petitcodiac to Havelock; Moosehorn to Clover Hill; Moncton to Campbellton; McGivney to End of Track (Centreville Subdivision); Pacific Junction to Napadogan; Nelson Junction to End of Track (Loggieville Subdivision); Gloucester Junction to Tracadie, including the Shippigan Spur; Bartibog to Heath Steele; Nepisiguit to Brunswick Mines; Dalhousie Junction to Dalhousie; and including Saint John, Newcastle and Cape Tormentine Yards.

(Refer to Addendum 206)

(e) **Territory K**

Comprising consolidated territories "G", "H", "I" and "J", including former territory of the Canada & Gulf Terminal Railway Corporation, as follows:

(1) **Territory G**

Campbellton to Mont-Joli; Tide Head to St. Leonard; and including Campbellton and Mont-Joli Yards.

- (2) **Territory H**
Napadogan to St. André Junction; and including Napadogan and Edmundston Yards, and first shift in St. Leonard Yard.
- (3) **Territory I**
Mont-Joli to Rivière-du-Loup, including the Temiscouata Spur; Edmundston to End of Track (Temiscouata Subdivision) via Fraser Junction; and including Rivière-du-Loup Yard.
- (4) **Territory J**
Matapédia to Gaspé.

Second Seniority District

200.2 Rivière-du-Loup to Montbec Junction via Levis; Diamond to Ste-Claire; Chaudière to Richmond; Québec to Chicoutimi; Chambord to Dolbeau; Triquet to Faribault; Chibougamau to Barraute; Franquet to Matagami; Cap Rouge to Calstock; Senneterre to Noranda including the Rouyn Spur; Rivière-à-Pierre to Gohier; Val Royal to St. Jérôme, including the Grenville Spur; Aston Junction to Bruno Junction; and including Québec Terminal and Ste Rosalie and Hawkesbury Yards.

NOTE: Second Seniority District locomotive engineers will have the right to operate their trains over the Third Seniority District between:

- (1) Montbec Junction or Bruno Junction and Montreal Central Station, Turcot or Taschereau Yard;
- (2) Val Royal, Gohier and Montreal Central Station, Turcot or Taschereau Yard;
- (3) Pointe-aux-Trembles and Longue Pointe.

Third Seniority District

200.3 Portland to Montreal, including the Lewiston and Norway Spurs; Cannon to Rouses Point; Castle Gardens to Waterloo, including the West Shefford Spur; Brossard to Massena, including the St. Remi and Beauharnois Spurs; Montreal Central Station to Cartierville; Montreal to Brockville; Coteau to East Alburg; Coteau to Brent, including the Vankleek and Pembroke Spurs; Nepean to Renfrew Junction; and including Montreal Terminal and Richmond and Brockville Yards.

Fourth Seniority District

200.4 Federal to Smith Falls East; Brockville to Toronto; Trenton to Picton; Scarborough Junction to Lindsay, including the Campbellford and Lakefield Spurs; Pickering Junction to Halwest via Snider; Toronto to Windsor via Paris Junction; Brantford to Caledonia; Brant Junction to Tillsonburg North; Walton to St. Thomas; Hyde Park to Clinton Junction; Komoka to Port Huron; Toronto to London via Stratford, including the Waterloo and Tavistock Spurs; Silver to Burlington West; Fergus to Finnigan; Stratford to Goderich; Stratford to Owen Sound; Listowel to Wingham; Harriston Junction to Douglas Point, including the Southampton Spur; Bayview and Hamilton West to Suspension Bridge; Hamilton to Nanticoke; Merritton to Port Robinson; Thorold to Feeder West; Clifton to Black Rock; Yager to Nickel; Robbins to Glencoe; Hewitt to Detroit; Comber to Leamington; Fargo to Chatham; and including Toronto Terminal.

NOTE Fourth Seniority District locomotive engineers will have the right to operate their trains over the Third Seniority District between Federal and Ottawa.

Sixth Seniority District

200.5 Brent to Capreol; Toronto to Nipissing via Barrie; Barrie to Beeton; Barrie to Collingwood; Orillia to Midland; Toronto to Armstrong via South Parry, including the Sudbury, Garson and Falconbridge Spurs; Hillsport to Geco; Longlac to Current; and including Brent, Midland and Armstrong Yards.

NOTE: Sixth Seniority District locomotive engineers will have the right to operate their trains into Thunder Bay.

Article 201 Definition of Qualified and Promoted Locomotive Engineers

201.1 A qualified locomotive engineer is one who has passed the necessary qualifying examinations and is eligible for service as a locomotive engineer.

201.2 A promoted locomotive engineer is one who has passed the necessary qualifying examinations and whose name has been placed on the locomotive engineers' seniority list.

201.3 A demoted locomotive engineer is one who has been regularly assigned to the working list and who has been cut off.

(Refer to Addenda 2, 207, 106 - Engineer Training and Qualifications
of Employees to Become Locomotive Engineers)

Article 202
Promotion, Establishment and
Retention of Seniority

Other Employees

202.1 Employees shall be promoted to the seniority list of locomotive engineers on January 1st of the year following the year during which qualified and hold their relative standing in the group with which qualified as per their seniority date as Brakemen or Yardmen. If an employee has a seniority date in both classifications, the earliest date shall be used in determining relative standing.

(Refer to Addendum 1 - Crew Consist Adjustment Agreement)

Qualified Locomotive Engineers Accepting Positions As Yardmaster

202.2 (a) Employees with seniority under this Collective Agreement whose seniority entitles them to a position as locomotive engineer at their home terminal and who accept a position as a regularly assigned Yardmaster, shall continue to accumulate seniority under this Collective Agreement for a period of one year. If they elect to remain employed as a Yardmaster at the completion of the year, and their seniority entitles them to a position as locomotive engineer, they shall forfeit their seniority under this Collective Agreement. If unable to hold a position as locomotive engineer at the end of the year, such employees will make the election at the first time after the expiration of the year when their seniority entitles them to a position at their home terminal as a locomotive engineer.

(b) During the period they are employed on a Yardmaster's position, they shall not be considered as having entitlement to work under this Collective Agreement.

(Refer to Addendum 14
Yardmaster Agreement)

(c) Employees exercising their seniority under this Collective Agreement shall do so in accordance with the appropriate provisions dealing with the exercise of seniority.

Seniority of Locomotive Engineers Taken Over with New Lines

202.3 Locomotive engineers employed by construction companies or contractors on new lines taken over for operation by VIA Rail, shall hold no seniority stand amongst locomotive engineers employed by VIA Rail until such standing is established by agreement between the General Committee representing the Brotherhood of Locomotive Engineers and the proper Officer of the Railway.

Seniority of Discharged Locomotive Engineers Re-entering Service

202.4 Locomotive engineers who have been discharged and are subsequently returned to the service as such within 6 months of date of discharge, will hold their former seniority standing; but if out of the service in excess of 6 months will rank as a new locomotive engineer unless otherwise mutually agreed between the proper Officer of the Corporation and the General Chairman.

Seniority Lists

202.5 Seniority lists showing the seniority number, name, and date as locomotive engineer of all locomotive engineers will be posted, not later than February 28-29 of each year, on all bulletin boards where locomotive engineers report for work. A copy of such lists will be furnished to the Local and General Chairmen. Such lists will be subject to appeal for 60 days from the date seniority lists are posted and if proof of error is presented by an employee or the employee's representative such error will be corrected and when so corrected the agreed upon seniority date will be final. No change will be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists. No change shall be made in the existing seniority status of an employee unless concurred by the General Chairman. The 60-day limitation will, in the case of locomotive engineers absent or on leave, apply from the date of resuming duty.

(Refer to Addendum 1 - Crew Consist Adjustment Agreement)

Employees on Leave of Absence

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

Article 203 Definition of a Temporary Vacancy

203.1 A "temporary vacancy" is a vacancy on a run or job, caused by the regularly assigned locomotive engineer being absent from duty or filling another temporary vacancy or temporary assignment. A temporary vacancy occurs at the time a locomotive engineer is required to report for duty to replace a regularly assigned locomotive engineer and ceases when the regularly assigned locomotive engineer reports for duty, in accordance with the provisions of Article 211.2.

Article 204
Advertising and Filling of Positions
First Seniority District

NOTE: "Home Terminal" is the terminal to which a run or job is assigned, and from which assigned locomotive engineers obtain relief.

Permanent Vacancies and New Assignments

- 204.1 New assignments and permanent vacancies will be advertised at home station to both VIA and CN employees for a period of 48 hours. The senior locomotive engineer making application will be assigned, and will remain on the assignment for the life of the timetable unless displaced or assigned to some other run by subsequent bulletin.
- 204.2 At recognized Spring and Fall change of timetable, locomotive engineers will make choice of runs or jobs out of their respective home terminals, such choice to be made not later than 48 hours prior to the time the new timetable takes effect.
- 204.3 When a locomotive engineer commences pre-retirement vacation, the vacancy resulting therefrom shall be recognized as a permanent vacancy and advertised as such under the application provisions of this Article.

(Refer to Addendum 206)

Temporary Vacancies in Passenger Service

- 204.4 Temporary vacancies will be filled by calling the locomotive engineer first out on the spare board, who will retain the run up to 7 calendar days. After 7 calendar days the senior locomotive engineer who has applied for such vacancy during the first 7 calendar days will be assigned. This not to apply to points where spare passenger boards are maintained, and locomotive engineers assigned to such boards are available.

(Refer to Addendum 211)

- 204.5 In the application of Article 204.4 above, locomotive engineers awarded a temporary vacancy of a regular assigned road locomotive engineer on annual vacation may be released from the temporary vacancy on completion of the last tour of duty prior to the date the regularly assigned locomotive engineer is scheduled to return. It will, however, be incumbent upon the locomotive engineer to advise the Crew Management Centre of his desire to be released.

Entitlements of Locomotive engineers Filling Temporary Vacancies

204.6 Locomotive engineers filling a temporary vacancy, may exercise their seniority on subsequent temporary vacancies out of their home terminal, and on being displaced therefrom, may displace any locomotive engineer their junior who may be filling a temporary vacancy out of the terminal which they had not passed up while on their regular assignment, or may return to their regular assignment which has been filled as a temporary vacancy during such period.

Posting of Notices

204.7 Any necessary notices to be posted in the application of this Article will show time and date of posting.

Filling of Vacancies when No Applications Received

204.8 In the event no applications are received for any assignment, the junior locomotive engineer on the VIA spare board at the terminal where the assignment belongs will be assigned except as otherwise provided in Article 204.9. In the event the number of locomotive engineers on the VIA spare board cannot be reduced, the senior demoted and qualified locomotive engineer will be assigned.

No Applications Received for Five Days per Week Yard Assignment

204.9 In the event that no applications are received for a yard assignment, the junior locomotive engineer on the spare board at the terminal where the assignment belongs will be assigned. In the event the number of locomotive engineers on the spare board cannot be reduced the senior demoted and qualified locomotive engineer will be assigned. The assigning of an employee under this Article 204.9 will take place on the first day of the workweek of the position.

Choice of Runs after Being on Leave of Absence

204.10 Locomotive engineers on authorized leave of absence or on vacation with pay at change of timetable, will be permitted to make their choice immediately upon reporting for duty.

204.11 Locomotive engineers on authorized leave of absence or vacation during the period that vacancies and new runs and jobs are under bulletin may, upon reporting for duty, exercise their seniority to such assignments if they so desire.

Bidding from One Assignment to Another

204.12 Locomotive engineers who bid from one assignment to another will not be permitted to bid in the assignment vacated until such time as a vacancy again occurs on that assignment.

Changes to Assignments

204.13 The locomotive engineers affected may make another choice of assignments at their home terminal when:

- (a) The hours of work of any regular assignment are decreased in excess of 24 hours per 28 days (3 days in yard service), exclusive of preparatory time, initial terminal time, overtime, final terminal time and inspection time; or
- (b) The home terminal is changed between changes of timetable; or
- (c) An assignment with a fixed starting time is changed 2 hours or more either at the home or the away-from-home terminal; or
- (d) The starting time of a yard assignment is changed 2 hours or more; or
- (e) An assignment is changed from daily to tri-weekly or vice versa;

Such choice to be made at the time change is made effective.

204.14 When any changes are contemplated in train operations that will affect the crewing of trains, the local chairman concerned will be consulted. This consultation should take place as soon as possible after it is known that the changes will occur so that the local chairman may make a meaningful contribution to the crewing arrangements.

(Refer to Addenda 205, 206)

Article 205 Advertising and Filling of Positions Second Seniority District

NOTE: "Home Terminal" is the terminal to which a run or job is assigned, and from which assigned locomotive engineers obtain relief.

Permanent Vacancies and New Assignments

205.1 Permanent new assignments and permanent vacancies will be advertised to the seniority district to both Via and CN employees for five days and the senior qualified applicant will be assigned, due regard being had to protected or prior rights.

- 205.2 At recognized Spring and Fall change of timetable, locomotive engineers will make choice of runs or jobs out of their respective home terminals, such choice to be made not later than 48 hours prior to the time the new timetable takes effect.
- 205.3 At Spring and Fall Change of Timetable, permanent assignments and new runs or jobs created will be advertised to all locomotive engineers on the seniority district and the senior qualified applicant assigned, due regard being had to protected and prior rights of locomotive engineers; it being understood that locomotive engineers will have the right to exercise their seniority as between Freight and Passenger Service, Freight Service includes assigned Freight, Pool Freight, Yard and Spare Board Service.
- 205.4 When a locomotive engineer commences pre-retirement vacation, the vacancy resulting therefrom shall be recognized as a permanent vacancy and advertised as such under the applicable provisions of this Article.

Temporary Vacancies

- 205.5 Temporary vacancies will be filled up to seven days by locomotive engineers from the spare board on a first in first out basis. Temporary vacancies which are known will exist seven calendar days or more , will be posted for 48 hours at the home station and all stations subsidiary thereto and will, at the expiration of such period, be filled by the senior locomotive engineer assigned to such home station or stations subsidiary thereto desiring same, unless the vacancy is subsequently desired by a more senior locomotive engineer who applies for same the first time he or she registers on or off duty after the vacancy is posted. However, when it is known that a temporary vacancy will be created at a subsidiary station, a bulletin will be posted for 48 hours at the home station and all stations subsidiary thereto, and when the vacancy occurs it will be immediately filled by the successful applicant.
- 205.6 The senior locomotive engineer desiring the assignment will, if not available at the time relief is required, have the right to take the assignment as soon as he or she is available.
- 205.7 In the application of the first sentence of Article 205.5 above, temporary vacancies at subsidiary stations, where no spare board is maintained, will be filled by the spare locomotive engineer standing first out at the home terminal who will retain the assignment until released by the successful applicant.
- 205.8 Only the first spare locomotive engineer deadheading out and the last spare locomotive engineer deadheading in will be entitled to compensation for deadheading in the application of Articles 205.5, 205.6 and 205.7 above.

205.9 Locomotive engineers awarded a temporary vacancy of a regular assigned road service locomotive engineer on annual vacation may be released from the temporary vacancy on completion of the last tour of duty prior to the date the regularly assigned locomotive engineer is scheduled to return. It will, however, be incumbent upon the locomotive engineer to advise the Crew Management Centre of his desire to be released.

Entitlement of Locomotive Engineers Filling Temporary Vacancies

205.10 Locomotive engineers filling a temporary vacancy may exercise their seniority on subsequent temporary vacancies out of their home terminal or stations subsidiary thereto and on being displaced therefrom, may displace any locomotive engineer their junior who may be filling a temporary vacancy out of the terminal or stations subsidiary thereto which they had not passed up while on their regular assignment, or may return to their regular assignment which has been filled as a temporary vacancy during such period.

Posting of Notices

205.11 Any necessary notices to be posted in the application of this Article will show time and date of posting.

Filling of Vacancies when No Applications Received

205.12 In the event no applications are received for any assignment the junior locomotive engineer on the spare board at the terminal where the assignment belongs will be assigned except as otherwise provided in Article 205.13 of this Article. In the event the number of locomotive engineers on the spare board cannot be reduced, the senior demoted and qualified locomotive engineer will be assigned.

No Applications Received for Five Day per Week Yard Assignments

205.13 In the event no applications are received for a five-day yard assignment, the junior locomotive engineer on the spare board at the terminal where the assignment belongs will be assigned. In the event the number of locomotive engineers on the spare board cannot be reduced, the senior demoted and qualified locomotive engineer will be assigned.

Choice of Runs after Being on Leave of Absences

205.14 Locomotive engineers on authorized leave of absence or on vacation with pay at change of timetable, will be permitted to make their choice immediately upon reporting for duty.

205.15 Locomotive engineers on authorized leave of absence or vacation during the period that vacancies and new runs and jobs are under bulletin may, upon reporting for duty, exercise their seniority to such assignments if they so desire.

Bidding from One Assignment to Another

205.16 Locomotive engineers who bid from one assignment to another will not be permitted to bid in the assignment vacated until such time as a vacancy again occurs on that assignment.

Changes to Assignments

205.17 The locomotive engineers affected may make another choice of assignments at their home terminal when:

- (a) The hours of work of any regular assignment are decreased in excess of 24 hours per 28 days (3 days in yard service), exclusive of preparatory time, initial terminal time, overtime, final terminal time and inspection time; or
- (b) The home terminal is changed between changes of timetable; or
- (c) An assignment with a fixed starting time is changed 2 hours or more either at the home or the away-from-home terminal; or
- (d) The starting time of a yard assignment is changed 2 hours or more; or
- (e) An assignment is changed from daily to tri-weekly or vice versa;

Such choice to be made at the time change is made effective.

205.18 When any changes are contemplated in train operations that will affect the crewing of trains, the local chairman concerned will be consulted. This consultation should take place as soon as possible after it is known that the changes will occur so that the local chairman may make a meaningful contribution to the crewing arrangements.

Article 206 Advertising and Filling of Positions Third, Fourth and Sixth Seniority Districts

NOTE: Home Terminal is the terminal to which a run or job is assigned, and from which assigned locomotive engineers obtain relief.

Permanent Vacancies and New Assignments

206.1 Permanent vacancies and new assignments will be advertised as follows:

- (a) To the home terminal and stations subsidiary thereto for five (5) days and the senior qualified applicants will be assigned:

- (1) Vacancies due to locomotive engineers being recalled to their home terminal,
 - (2) Vacancies due to locomotive engineers being demoted at home terminal on account of physical disability or discipline,
 - (3) Vacancies less than 6 days per week in yard service,
 - (4) Vacancies due to locomotive engineers being assigned to new runs or jobs bulletined at the home terminal only,
 - (5) New runs or jobs in assigned service (i.e., those established for the first time on the seniority district),
 - (6) New runs or jobs, which remain in effect for a period of more than 7 days but not in excess of 90 days.
- (b) To the seniority district weekly at all terminals and stations subsidiary thereto, and the senior qualified applicants will be assigned:
- (1) Vacancies due to retirement.
 - (2) Vacancies due to death.
 - (3) Vacancies due to dismissal.
 - (4) Vacancies due to promotion to official position.
 - (5) Vacancies due to record being closed.
 - (6) Vacancies due to locomotive engineers being assigned to permanent vacancies or to new runs or jobs which were advertised to the seniority district.
 - (7) New runs or jobs in effect beyond the life of a full timetable.
 - (8) New runs or jobs, which remain in effect for a period in excess of 90 days.

NOTE: A run created for the first time at the Spring Timetable Change would, if continued after the Fall Timetable Change, be then advertised on the seniority district as herein provided.

(Refer to Addendum 213)

206.2 At recognized Spring and Fall change of timetable, locomotive engineers will make choice of runs or jobs out of their respective home terminals, such choice to be made not later than 48 hours prior to the time the new timetable takes effect.

206.3 Locomotive engineers on leave of absence or on vacation with pay, will be permitted to exercise seniority on such assignments bulletined and

filled during the period of such leave of absence or vacation with pay, provided application is made in writing within 7 days after reporting for duty, setting forth the date of the bulletin advertising the run or job claimed.

206.4 When a locomotive engineer commences pre-retirement vacation, the vacancy resulting therefrom shall be recognized as a permanent vacancy and advertised as such under the applicable provision of this Article.

206.5 Locomotive engineers assigned to regular service under Articles 206.1 or 206.3, will remain on the run or job to which assigned until change of timetable, unless assigned to another run or job by subsequent bulletin or displaced due to application of the seniority rules; except that they may exercise seniority to temporary vacancies or temporary assignments at their home terminal.

Work Train Service

206.6 Work train assignments which are anticipated to remain in effect in excess of seven days will be bulletined to the home terminal and stations subsidiary thereto.

206.7 Locomotive engineers will have the choice in seniority order when two or more trains are working at the same point.

Temporary Vacancies

206.8 Temporary vacancies and new runs or jobs, prior to being filled by bulletin, will be filled from the spare board first-in first-out, for the first 7 calendar days by the locomotive engineers having the necessary qualifications, except:

- (a) Where a temporary vacancy created by reason of a run or job being under bulletin is, prior to the date of bulletin filled by the senior locomotive engineer having the necessary qualifications at the terminal out of which the vacancy occurs, who has applied for such vacancy during the first 7 calendar days; or
- (b) Temporary vacancies and new runs or jobs out of subsidiary stations, prior to being filled by bulletin, will be filled for at least 7 calendar days by the spare locomotive engineer having the necessary qualifications and standing first out at the home terminal to which the subsidiary station is attached, unless during such period he or she is the successful applicant for another assignment.

NOTE:Notwithstanding the provisions of Article 206.8(b), the following will apply in respect to the filling of temporary vacancies on

assignments out of subsidiary stations by locomotive engineers from the spare board at Montreal:

- (1) Spare locomotive engineers called to fill temporary vacancies on assignments out of such subsidiary stations, which assignments do not operate into Montreal, will, if the vacancy is for more than one day, continue to fill such vacancies for 2 days, except;
 - (i) Where it is known that the vacancy will exist for a 3-day period only, the spare locomotive engineer will continue to fill the vacancy for 3 days.
 - (ii) Where it is known that the vacancy will exist for a 5-day period, the first locomotive engineer will fill the vacancy for 2 days and the second locomotive engineer for a 3-day period;
 - (iii) Where it is known that the vacancy will exist for a full 7-day period, the first locomotive engineer will fill the vacancy for the first 2 days, the second locomotive engineer for the next 2 days and the third locomotive engineer for the last 3 days.
- (2) The Corporation will not be put to any additional expense for deadheading; i.e. only the first locomotive engineer deadheading out and the last locomotive engineer deadheading in will be entitled to compensation for deadheading.

206.9 After 7 calendar days a temporary vacancy will be filled by the senior locomotive engineer having the necessary qualifications at the terminal out of which the vacancy occurs who has applied for such vacancy during the first 7 calendar days. Subsequent temporary vacancies created as a result of the first temporary vacancy, will be automatically filled by the senior locomotive engineer having the necessary qualifications at the terminal out of which the vacancy occurs who applies for such run or job within 24 hours of such subsequent vacancy occurring, or in the case of applicants unable to avail themselves of the opportunity to apply due to being away from their home terminal, 12 hours after their arrival at such terminal. Locomotive engineers on leave of absence or on vacation with pay will be permitted to exercise their seniority to temporary vacancies, providing request is made prior to actually commencing work.

206.10 Locomotive engineers filling a temporary vacancy may exercise their seniority on subsequent temporary vacancies which may occur out of their terminal, and, on being displaced therefrom, may displace a locomotive engineer their junior who may be filling a temporary vacancy out of the terminal which they had not passed up while on their regular assignment, or may return to their regular assignment, which will be considered as a temporary vacancy during such period.

206.11 A locomotive engineer who has exercised seniority on a temporary vacancy of 7 days or more, will be considered displaced from such temporary vacancy as soon after the regular assigned locomotive engineer reports available for duty as circumstances will permit.

NOTE: Locomotive engineers awarded a temporary vacancy of a regularly assigned road service locomotive engineer on annual vacation may be released from the temporary vacancy on completion of the last tour of duty prior to the date the regularly assigned locomotive engineer is scheduled to return. It will, however, be incumbent upon the locomotive engineer to advise the Crew Management Centre of his desire to be released.

206.12 Locomotive engineers who move from one terminal to another in the exercise of seniority will not be permitted to claim an existing temporary vacancy at the terminal to which they move, but may apply for subsequent temporary vacancies.

206.13 In the application of Articles 206.9 to 206.12, a locomotive engineer will not be permitted to exercise seniority on a temporary vacancy in the same set or series of runs to which he or she is assigned.

206.14 Locomotive engineers are expected to keep themselves posted in regard to temporary vacancies which may occur during their lay-off days.

Posting of Notices

206.15 Any necessary notices to be posted in the application of this Article will show time and date of posting.

Filling of Vacancies when No Application Received

206.16 Should no application be received for any run or job, the junior locomotive engineer assigned to the spare board at the terminal out of which the assignment operates will be assigned except as provided in Article 206.17.

No Application Received for Five Days Per Week Yard Assignment

206.17 In the event that no applications are received for a yard assignment, the senior qualified locomotive engineer not working as such at the home terminal will be assigned, there being none, the junior locomotive engineer on the spare board will be assigned. The assignment of an employee under this Article 206.17 will take place on the first day of the workweek of the position.

Choice of Runs after Being on Leave of Absence

206.18 Locomotive engineers on leave of absence or on vacation with pay at change of timetable will be permitted to make their choice immediately upon reporting for duty.

Bidding from One Assignment to Another

206.19 Locomotive engineers who bid from one assignment to another will not be permitted to bid in the assignment vacated until such time as a vacancy again occurs on that assignment.

Bidding from One Terminal To Another

206.20 A locomotive engineer who exercises seniority to a permanent assignment at another terminal shall be considered as regularly assigned to such terminal.

Changes to Assignments

206.21 The locomotive engineers affected may make another choice of assignments at their home terminal when:

- (a) The hours of work of any regular assignment are decreased in excess of 24 hours per 28 days (3 days in yard service), exclusive of preparatory time, initial terminal time, overtime, final terminal time and inspection time; or
- (b) The home terminal is changed between changes of timetable; or
- (c) An assignment with a fixed starting time is changed 2 hours or more either at the home or the away-from-home terminal; or
- (d) The starting time of a yard assignment is changed 2 hours or more; or
- (e) An assignment is changed from daily to tri-weekly or vice versa;

Such choice to be made at the time change is made effective.

206.22 When any changes are contemplated in train operations that will affect the crewing of trains, the local chairman concerned will be consulted. This consultation should take place as soon as possible after it is known that the changes will occur so that the local chairman may make a meaningful contribution to the crewing arrangements.

(Refer to Addendum 212)

Article 207

Inter-District Runs and New Lines

Inter-District Runs

207.1 Unless otherwise arranged, assigned runs extending over more than one seniority district will be filled by locomotive engineers from each of the seniority districts involved proportionately as nearly as possible on a mileage basis.

New Lines and Extensions

207.2 Locomotive engineers on the seniority district from which a newly constructed line or extension diverts will have preference in performing the service on such line or extension. Service over a new line or extension which connects two seniority districts will be performed by locomotive engineers taken equally from such seniority districts unless otherwise agreed between the General Chairman and the proper Officer of the Corporation. In the event locomotive engineers are not available on the seniority district or districts affected, bulletins will be issued on all other seniority districts on the Region calling for applicants.

Article 208

Filling of Vacancies and Extra Engines in Yard Service By Regularly Assigned Locomotive Engineers

208.1 Locomotive engineers regularly assigned to five-day per week assignments will be required, on days when their regular assignment is not worked (excluding General Holidays), to fill a yard vacancy or extra yard engine commencing during the hours of their cancelled shift, ahead of spare locomotive engineers.

208.2 Notwithstanding the provisions of Article 209, a yard locomotive engineer whose regular assignment has not worked on a day(s) during the work week (excluding General Holidays) will be called ahead of locomotive engineers who have made application for extra work under the provisions of Article 209, provided such call will not interfere with such employee filling his regular assignment.

208.3 Locomotive engineers who fail to respond to calls under the provisions of this Article will be considered as laying off of their own accord and the provisions of Article 301.2 will apply to them.

Article 209
Filling of Vacancies When Spare Board
Locomotive Engineers Not Available

209.1 Except as provided in Article 208.2 and subject to the following conditions, locomotive engineers regularly assigned to yard service will be permitted to:

- (a) Work a sixth shift in their work week either between shifts or on an assigned rest day when there are no spare locomotive engineers available; and/or
- (b) Work a tour of duty in road service on the day(s) off of their regular assignment when there are no spare locomotive engineers available, or no regularly assigned locomotive engineers available desiring such work pursuant to Addendum 6.

209.2 Assigned yard locomotive engineers desiring such work will notify the Crew Management Centre of their availability to work a sixth shift in the workweek or a tour of duty in road service, as the case may be.

209.3 The senior locomotive engineer so available will be called when such call will not interfere with such employee filling his regular assignment.

209.4 Locomotive engineers who have indicated that they are available for such work will accept all calls until they cancel by notifying the Crew Management Centre.

209.5 Locomotive engineers who fail to respond to calls will not again be called until they have advised the Crew Management Centre that they are again available.

(Refer to Addendum 6 in respect to regularly assigned road service locomotive engineers working a tour of duty in road service between regularly laid out trips)

Article 210
Filling of Locomotive Engineer Vacancies in the Cab

- 210.1 The following provisions of Articles 204, 205, 206 and 211, where applicable, will apply to the filling of a vacancy as a locomotive engineer when such a vacancy exists.
- (a) **First Seniority District.**

Articles 204.7, 204.9, 204.10, 204.11, 204.12, 204.15 and 204.16, and Articles 211.7, 211.8, 211.9 and 211.10.
 - (b) **Second Seniority District.**

Articles 205.7, 205.8, 205.9, 205.10, 205.11, 205.12, 205.13, 205.14, 205.17 and 205.18, and Articles 211.7, 211.8, 211.9 and 211.10.
 - (c) **Third, Fourth and Sixth Seniority Districts.**

Articles 206.8, 206.9, 206.10, 206.12, 206.13 and its note, 206.14, 206.15, 206.16 and 206.19 and Articles 211.11, 211.12, 211.13 and 211.14.
- 210.2 Provided that the employee filling the vacancy of locomotive engineer is not restricted from working the position of In-charge locomotive engineer, the following procedure will apply in determining the designation of In-charge locomotive engineer or Operating locomotive engineer in road service.
- (a) When a regularly assigned locomotive engineer is absent for any reason, on a tour of duty basis, the other assigned locomotive engineer will determine the designation, except when the spare locomotive engineer called for the assignment is senior to the assigned locomotive engineer, the spare locomotive engineer will determine the designation.
 - (b) When a VIA locomotive engineer is working with a CN locomotive engineer the VIA locomotive engineer will determine the designation.
 - (c) When two spare locomotive engineers are called for an assignment, the senior locomotive engineer will determine the designation.

Article 211

Running of Locomotive Engineers

In Regularly Assigned Service

211.1 A locomotive engineer assigned to a regular run will, if available, follow such assignment.

NOTE: When a train is operated ahead of its scheduled departure time, a definite effort will be made to contact the locomotive engineer affected thereby to so inform him or her the train is to be run early. When a locomotive engineer who cannot be so informed reports for duty before the assignment so operated departs, he or she will be allowed to follow the assignment and the spare locomotive engineer cancelled, provided no delay will accrue to the train.

211.2 Locomotive engineers returning to duty from an absence for any reason must report their availability for duty at least 3 hours in advance of the reporting time of their regular assignment.

211.3 When regular assignments are established, representatives of the Corporation and the Local or General Chairman of the Brotherhood will co-operate to minimize the layover period at the away-from-home terminal to the extent practical.

In Pool Service

211.4 On the First and Second Seniority Districts, locomotive engineers assigned to pool service will be run first-in first-out on their respective subdivision or subdivisions subject to the provisions of Articles 15.1, 15.2 and 15.3.

211.5 On the Sixth Seniority District, the arrival time at terminals or change off points will be used to determine relative standing for locomotive engineers in Road Service, rather than the off duty time at the shop track or change off point.

211.6 Locomotive engineers in pool service who are not available, or who book sick when called, will not have their names restored to the board until the locomotive engineer used in their stead returns to the terminal, when they will be given a turn on the board immediately ahead of the time such locomotive engineer was released from duty.

On Spare Boards (First and Second Seniority Districts)

211.7 Locomotive engineers assigned to the spare board will be run first-in first-out in order of their release from previous duty subject to the provisions of Articles 15.1, 15.2 and 15.3, of Article 15.

- 211.8 Locomotive engineers assigned to the spare board, who are not available when called, will have their names placed at the foot of the spare board.
- 211.9 Locomotive engineers assigned to the spare board who book sick or obtain leave of absence when called will not have their names restored to the spare board until 12 hours after they report for duty when their names will be placed at the foot of the spare board.
- 211.10 Locomotive engineers assigned to the spare board who have been on leave of absence for 72 hours or over will have their names placed at the foot of the spare board as soon as they report for duty.

On Spare Boards (Third, Fourth And Sixth Seniority Districts)

- 211.11 Locomotive engineers assigned to the spare board will be run first-in first-out in order of their release from previous duty and if qualified and available, will be entitled to:
- (a) All relief work consistent with Articles 206 and 210.
 - (b) Extra yard and transfer service.
 - (c) Extra Passenger Service.

NOTE: On the sixth seniority district, the arrival time at the terminals or change off points will be used to determine relative standing for locomotive engineers in road service, rather than the off duty time at the shop track or change off point.

- 211.12 Locomotive engineers assigned to the spare board who are not available when called will have their names placed at the foot of the spare board 12 hours after the time at which called

(Refer to Article 37)

- 211.13 Locomotive engineers assigned to the spare board who book sick or obtain leave of absence when called will not have their names restored to the spare board until 12 hours after they report for duty when their names will be placed at the foot of the spare board.
- 211.14 Locomotive engineers assigned to the spare board who have been on leave of absence for 72 hours or over will have their names placed at the foot of the spare board as soon as they report for duty.

Trading Shifts or Tours of Duty

211.15 Locomotive engineers have the right to trade shifts or tours of duty with each other "two (2) times each twenty-eight (28) day period" provided there is no additional cost to the Corporation. It will be incumbent upon the employees to advise the Crew Management Centre of any changes prior to the calling time of the assignment. A General Chairperson has the right to suspend the operation of this Article for his region upon 30 days notice in writing to the Corporation.

(Refer to Addendum 215)

Article 212 Exercising Seniority when Reductions Take Place First Seniority District

212.1 When a reduction is made in the number of locomotive engineers on the working list on any seniority territory, the junior locomotive engineer(s) will be displaced. Locomotive engineers so displaced will have the right to exercise their seniority on the seniority territory subject to the following:

- (a) Except as otherwise provided in this Agreement, a demoted locomotive engineer will not be required to exercise seniority as a locomotive engineer on the seniority territory.
- (b) When reductions are made in assigned service due to trains withdrawn between the change of timetable, Spring and Fall, locomotive engineers displaced will have the right to exercise their seniority as locomotive engineer in any class of service.

212.2 Promoted locomotive engineers cut off the locomotive engineer's working list at any terminal who exercise seniority as locomotive engineer at or out of another terminal will have the right to return to their former home terminal when they stand for work as a locomotive engineer at such terminal. Locomotive engineers refusing to return when notified must file their refusal in writing, and the terminal out of which they are working will then be considered their home terminal.

212.3 Promoted locomotive engineers cut off the locomotive engineer's working list at any terminal will make their choice of terminals within 48 hours of the time notified that they were cut off. A locomotive engineer who fails to comply with this Article 212.3 will only be permitted to displace the junior employee working as locomotive engineer on the seniority territory.

212.4 Promoted locomotive engineers on leave of absence, or on vacation with pay, at the time of displacement, will be permitted to exercise seniority when they report for duty.

Article 213
Exercising Seniority when Reductions Take Place
Second Seniority District

213.1 When a reduction is made in the number of locomotive engineers on the working list, the junior locomotive engineer(s) will be displaced. Locomotive engineers so displaced will have the right to exercise their seniority on the seniority district subject to the following:

- (a) Except as otherwise provided in this Agreement, a demoted locomotive engineer will not be required to exercise seniority as a locomotive engineer on the seniority district.
- (b) When reductions are made in assigned service due to trains withdrawn between the change of timetable, Spring and Fall, locomotive engineers displaced will have the right to exercise their seniority as locomotive engineer in any class of service.

213.2 Promoted locomotive engineers cut off the locomotive engineer's working list at any terminal who exercise seniority as locomotive engineer at or out of another terminal will have the right to return to their former home terminal when they stand for work as a locomotive engineer at such terminal. Locomotive engineers refusing to return when notified must file their refusal in writing, and the terminal out of which they are working will then be considered their home terminal.

213.3 Promoted locomotive engineers cut off the locomotive engineer's working list at other than their recognized home terminal will declare themselves in writing before leaving such terminal if they desire to make the terminal at which they have just been cut off their home terminal.

213.4 Promoted locomotive engineers cut off the locomotive engineer's working list at any terminal will make their choice of terminals within 48 hours of the time notified that they were cut off. A locomotive engineer who fails to comply with this Article will only be permitted to displace the junior employee working as locomotive engineer on the seniority district.

213.5 Promoted locomotive engineers on leave of absence, or on vacation with pay, at the time of displacement, will be permitted to exercise seniority when they report for duty.

Article 214
Exercising Seniority when Reductions Take Place
Third, Fourth and Sixth Seniority District

- 214.1 When a reduction is made in the number of locomotive engineers on the working list, the junior locomotive engineers will be displaced.
- 214.2 When a position of locomotive engineer on a regular assignment is abolished, and it is anticipated that an assignment will not be re-established at the same terminal, the locomotive engineer regularly assigned to that position may exercise seniority on the seniority district. The locomotive engineer so displaced will be permitted to exercise their seniority in any class of service at or out of their home station or stations subsidiary thereto and after so doing but prior to commencing work on the assignment, may exercise seniority to temporary vacancies.
- 214.3 Locomotive engineers displaced by an engineer exercising seniority on returning from leave of absence will exercise their seniority as follows:
- (a) If displaced from an assignment secured at change of time card or on local bulletin, exercise of seniority will be limited to the station at which displaced.
 - (b) If displaced from an assignment secured by district bulletin, may exercise seniority on the seniority district in the same class of service from which displaced.
- 214.4 In application of Articles 214.1 to 214.3, locomotive engineers who are displaced must exercise their seniority within 48 hours of the time notified of being displaced. Locomotive engineers failing to comply with this Article within the prescribed time limits will only be permitted to displace the junior locomotive engineer working in the terminal or station subsidiary thereto.
- 214.5 Except as otherwise provided in this Agreement, a demoted locomotive engineer will not be required to exercise seniority as a locomotive engineer on the seniority district.
- 214.6 Promoted locomotive engineers cut off the locomotive engineer's working list at any terminal may displace any locomotive engineer their junior on the seniority district.

- 214.7 Promoted locomotive engineers cut off the locomotive engineer's working list at any terminal who exercise seniority as locomotive engineer at or out of another terminal will have the right to return to their former home terminal when they stand for work as a locomotive engineer at such terminal. Locomotive engineers refusing to return when notified must file their refusal in writing, and the terminal out of which they are working will then be considered their home terminal.
- 214.8 Promoted locomotive engineers cut off the locomotive engineer's working list at other than their recognized home terminal will declare themselves in writing before leaving such terminal if they desire to make the terminal at which they have just been cut off, their home terminal.
- 214.9 Promoted locomotive engineers cut off the locomotive engineer's working list at any terminal will make their choice of terminals within 48 hours of the time notified that they were cut off. A locomotive engineer who fails to comply with this Article will only be permitted to displace the junior employee working as locomotive engineer on the seniority district.
- 214.10 Promoted locomotive engineers on leave of absence, or on vacation with pay, at the time of displacement, will be permitted to exercise seniority when they report for duty.

Article 215 Protecting Service

Promotion to Locomotive Engineers Working List at Home Stations

- 215.1 Except as provided in Articles 215.2 and 215.3, when an additional locomotive engineer is required, the senior locomotive engineer not working as such assigned to the home station will be promoted to the locomotive engineers' working list.

Shortage of Locomotive Engineers at Home Stations

- 215.2 When all available locomotive engineers assigned to a home station have been promoted to the locomotive engineers' working list and further locomotive engineers are required, a shortage of locomotive engineers will be deemed to exist.
- 215.3 If by promoting available locomotive engineers at a home station to the locomotive engineer's working list there would result a need for the movement of Engine Service Employees from other home stations on the seniority district to protect passenger service who would be senior to locomotive engineer to be promoted, or already promoted, a shortage of locomotive engineers will be deemed to exist.

Overcoming a Shortage of Locomotive Engineers at Home Stations by Bulletin

215.4 At any time when the Corporation can foresee that locomotive engineers will be required to move from one terminal to another terminal in order to avoid a shortage of locomotive engineers developing at a terminal, the Corporation may in advance of actual requirements, including in advance of changes of timetable, bulletin for 7 days to the seniority district for applications from locomotive engineers who are prepared to proceed to the home stations requiring additional locomotive engineers on an if and when required basis.

215.5 A locomotive engineer not holding a regular road assignment and a locomotive engineer not working as such are eligible to apply.

(Refer to Addendum 216)

215.6 A locomotive engineer on leave of absence or on vacation with pay during the period of bulletin will be permitted to make application when he or she reports for duty.

215.7 Successful applicants, providing they are not junior to the Senior locomotive engineer not working as such at the point where the shortage exists, and providing their absence will not create a shortage of locomotive engineers at their home station, will be required to respond when advised and must report at the point where the shortage exists as soon as practicable.

215.8 A successful applicant will not be permitted to displace engineers who have bid in positions at the point where the shortage exists.

(Refer to Addendum 217)

215.9 Successful applicants will not be subject to recall to their home station unless it would otherwise require the movement of a locomotive engineer from another home station to the successful applicant's home station. Otherwise they will remain at that point as long as the shortage exists or until the next change of timetable, whichever occurs first. In either case they will be returned to their originating home station.

215.10 If released prior to the change of timetable, such release will be in reverse order of seniority. Locomotive engineers released prior to the change of timetable will be subject to recall to the point from which released in seniority order to protect locomotive engineers' positions until the positions are again bulletined at the next change of timetable.

215.11 The General Chairman will co-operate with appropriate Corporation Officers in the application of Articles 215.4 to 215.10.

Overcoming a Shortage of Locomotive Engineers at Home Stations when No Applications are Received

215.12 The junior locomotive engineer not working as such on the seniority district will be required to respond when advised and must report as soon as practicable at the station where locomotive engineers are required. Such locomotive engineers will be permitted to displace locomotive engineers who have bid in positions at the point where the shortage exists. They will remain at that point as long as the shortage exists or until the change of timetable or until their services are required as a locomotive engineer at their home station, whichever occurs first, notwithstanding that junior demoted locomotive engineers become available later. If released, not including recall, prior to the change of timetable, the senior locomotive engineer required to move under this Article 215.12 will be released. In either case such employee will be returned to his originating home station. When the junior locomotive engineer not working as such is not available to move within reasonable time as required by this Article 215.12, the next junior locomotive engineer not working as such at the terminal shall be sent immediately and when the junior locomotive engineer not working as such is available, he shall be sent to relieve the locomotive engineer who filled the original requirement.

(Refer Addenda 206, 217)

215.13 In the application of Articles 215.4 to 215.11 and Article 215.12, locomotive engineers who have moved to a home station to overcome a shortage of engineers will be permitted to exercise their seniority in order to overcome a shortage of engineers which may subsequently exist at another home station.

215.14 If a locomotive engineer is released at a change of timetable under Articles 215.4 to 215.13, or prior to change of timetable when recalled under Article 215.12, such release will not be effective until a replacement locomotive engineer is available.

215.15 Locomotive engineers who protect service in keeping with Articles 215.4 and 215.12 will be paid for all time travelling to the point where the shortage exists in accordance with Article 3.10. This Article does not apply to locomotive engineers exercising seniority under Article 215.13.

Expenses Away From Home

215.16 Locomotive engineers who protect service in keeping with Article 215.4 or 215.12 will be allowed \$75.00 per day for meals and accommodations where such are not provided by the Corporation or at Corporation expense. The allowance will be paid for each calendar day such locomotive engineers work or are available for work at or out of the point where the shortage exists, provided such point is not their normal place of residence, and will be allowed to occupy, when it is available, rest house accommodation or other existing Corporation facilities which have been altered or upgraded to provide suitable accommodation. This Article 215.16 does not apply to locomotive engineers exercising seniority under Article 215.12.

NOTE: In the application of this Article 215.16, the payment of the \$75.00 per day allowance shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists.

Article 216 Supplying Shortage

216.1 Locomotive engineers loaned from one seniority district to another, will be returned or properly transferred within one year, locomotive engineers to take the initiative. If transferred, their seniority standing will be the date of their first service as locomotive engineer on the seniority district to which they are transferred.

Article 217 Called and Cancelled

217.1 Locomotive engineers called for service and afterwards cancelled will be paid a minimum of 4 hours, 1/10th of the weekly rate. Locomotive engineers held in excess of 4 hours after reporting for duty, before being cancelled, will be paid for all time so held on the minute basis.

217.2 Locomotive engineers cancelled after leaving shop track or designated track will be paid not less than 8 hours (1/5th of the weekly rate) and will retain their previous standing on the board.

217.3 Locomotive engineers who are allowed less than 8 hours under this Article will hold their turn out.

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

217.5 Locomotive engineers, who report for duty and are afterwards cancelled, will be permitted to book up to 8 hours rest at the home terminal and up to 6 hours rest at other terminals without losing their turn.

Article 218 Deadheading

218.1 Deadheading or travelling passenger on Corporation business with the proper authority will be paid as follows:

218.2 Locomotive engineers deadheading shall be credited with five hours, or actual time if in excess of five hours, from on duty time to off duty time.

218.3 When deadheading is coupled with service paid for at road rates, such deadheading time and any dead time will be taken into account with the time occupied in other service when computing overtime and the time will be paid for at the rate specified in Article 2, with a minimum of five hours.

218.4 When deadheading is coupled with yard service paid at yard rates, such deadheading time and any dead time will be paid for separately from time occupied in yard service in accordance with Article 218.2.

218.5 Locomotive engineers deadheading to exercise seniority rights or returning after having done so, will not be entitled to compensation therefore. Deadheading in connection with relief work which locomotive engineers have bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed and locomotive engineers are ordered by the Corporation to deadhead any such deadheading shall be paid for, except where locomotive engineers are forced to fill an assignment due to no applications being received.

218.6 When a locomotive engineer is ordered to deadhead on pay, the Corporation will provide or arrange for transportation. When rail or public transportation is not available and locomotive engineers are authorized to use their private automobile, they will be reimbursed at the rate of 28 cents per kilometre for the kilometres travelled via the most direct highway route.

Article 219 Travel Allowance

219.1 Where locomotive engineers travel between yards or stations in one of the terminals listed in Article 219.2 because:

- (a) Where it is their home terminal, they are required to report for duty in one yard or station and, on return to that terminal, are released from duty at another yard or station, or
- (b) Where it is their away-from-home terminal, they are released from duty at one yard or station and are required to report for duty for the next trip at another yard or station in that terminal, "and":

They shall, where a travel allowance is specified in Article 219.2, qualify for such travel allowance and be provided with transportation between the points concerned free of charge.

NOTE: Locomotive engineers who travel between locations as listed in Article 219.2, irrespective of the next location they report for duty, will be paid the allowance specified.

219.2

| TERMINAL | POINTS BETWEEN WHICH TRAVELLED | TRAVEL ALLOWANCE |
|-------------------|------------------------------------------------------------|------------------|
| Halifax | Via Station – Fairview Roundhouse | 30 minutes |
| Moncton Quebec | Via Station – Moncton Hump Yard | 30 minutes |
| | Charny – Ste Foy (Rail or Bus Station) | 15 minutes |
| | Charny – Lévis | 45 minutes |
| | Charny – Quebec Central Bus Terminal | 45 minutes |
| | Charny – Gare du Palais | 45 minutes |
| Montreal | Ste. Foy – Lévis | 60 minutes |
| | Central Station - Montreal Maintenance Centre | 45 minutes |
| Montreal | Central Station Montreal Bus Terminal | 45 minutes |
| Ottawa | Ottawa Station | 45 minutes |
| | Ottawa Bus Terminal | |
| Sarnia | Sarnia Passenger Station - Port Huron Passenger Station | 45 minutes |

NOTE: Any additions, deletions or changes to the locations covered in Article 219.2 are to be handled between the General Chairman affected and the Director of Labour Relations.

219.3 The travel allowance provided under the provisions of Articles 219.1 and 219.2 hereof shall be at the rate of pay of the service completed at home terminal and at the rate of pay of the service for which ordered at the away-from-home terminal.

219.4 Payment made under this Article 219 shall not result in a duplicate time payment.

(Refer to Addendum 204)

Article 220 Locomotive Engineers Not Considered Absent

220.1 Locomotive engineers in regularly assigned service will not be considered absent from duty after being released from duty at the end of a trip or day's work, until again required for their regular assignment. If their services are required in the interval, they will be notified and if so notified and not used, will be paid the daily guarantee for passenger service unless cancelled prior to the starting time of their regular assignment if it were being worked on that day, in which event they will be allowed half of the daily guarantee for passenger service.

Article 221 Leave of Absence and Filling Excepted Positions

For Elected Brotherhood Positions

221.1 Employees elected to International Office or as General or Local Chairman, or as a delegate to any Brotherhood activity requiring leave of absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted. Application for or renewal of such leave must be made by the Brotherhood to the Director of Labour Relations. Pass transportation will be granted in accordance with Corporation policy.

For Appointed Brotherhood Positions

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

For Other Reasons

- 221.3 Leave of absence for other reasons, including personal, for a period not in excess of one year, may be granted at Management's discretion in accordance with Corporation policy.
- 221.4 All applications for leave of absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate Officer of the Corporation in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.
- 221.5 Extension of leave of absence may be granted when supported by application in writing to the appropriate Officer of the Corporation. Such applications must be received in ample time to obtain authorization, or, if authorization is not granted, to enable the employee to return to work at expiration of such leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit his seniority.

Article 222 Time Returns

- 222.1 When the Corporation so requires, the senior locomotive engineer will complete and submit a time return for himself and the other locomotive engineer, upon the completion of each shift, tour of duty or round trip.
- 222.2 When the Corporation so requires, locomotive engineers will complete and submit time returns:
- (a) For general holiday pay claims, in accordance with Article 3.3 (c);
 - (b) For annual vacation pay claims: prior to going on annual vacation; if annual vacation allotment is split, prior to going on any split portion of annual vacation;
 - (c) For maintenance of earnings claims to which entitled under a material change notice or equivalent, at the end of every second pay period for the 4-week period for which the guarantee is claimed;
 - (d) For guarantee claims, at the end of each calendar month in which such claims are made;
 - (e) For all other time claims, at the earliest possible date;
 - (f) Submissions of general holiday pay claims no later than 60 calendar days following the date of such holiday;

222.3 Where questions arise regarding time claimed:

- (a) Any portion not in dispute will be allowed and paid; and
- (b) Each locomotive engineer under this Agreement whose name appears upon the time return when such is required and/or for whom compensation is claimed, will be advised within 30 calendar days from the date of receipt of the time return or, if a time return is not required, within 30 calendar days from the date the claim is made, of the amount not paid and the reason therefor; otherwise such claims will be paid except that for guarantee claims, the time limits as provided herein will be 60 calendar days.

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

(b) A locomotive engineer who has been short paid may request of the designated Officer by telephone the issuance of a voucher to cover such shortage provided that the amount short paid is equivalent to or more than a basic day. Such vouchers will be issued within three working days (i.e., excluding weekends and general holidays) of the locomotive engineer's request.

(c) Vouchers will not be issued in respect to:

- (1) Maintenance of earnings claims; and
- (2) Claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

Article 223 General Holidays

General

223.1 An employee who qualifies in accordance with the provisions of Articles 223.5 or 223.8 hereof shall be granted a holiday with pay on each of the following general holidays:

| | N.S. | N.B. | QUE. | ONT. |
|-----------------------|------|------|------|------|
| New Year's Day | X | X | X | X |
| Good Friday | X | X | X | X |
| Easter Monday | X | | | |
| Victoria Day | X | X | X | X |
| St. Jean Baptiste Day | | | X | |
| Canada Day | X | X | X | X |
| 1st Monday in August | | X | X | X |
| Labour Day | X | X | X | X |
| Thanksgiving Day | X | X | X | X |
| Remembrance Day | X | X | | X |
| Christmas Eve | X | X | X | X |
| Christmas Day | X | X | X | X |
| New Year's Eve | X | X | X | X |

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 January 2, except that in Quebec, the first Monday in August shall be so substituted.

223.2 A qualified employee who transfers from one Province to another will be entitled to no more/no less than the total number of general holidays applicable to any one Province in any calendar year.

223.3 For the purpose of this Article 223, "deadheading" for which compensation is paid shall be deemed to be a tour of duty.

223.4 The application of this Article 223 shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other collective agreement.

Employees Required to Work on General Holiday

223.5 An employee who commences a shift or tour of duty between 0001 hour and 2359 hours on a general holiday shall qualify for a holiday with pay providing such employee has completed 30 days of continuous employee relationship.

- (a) A Yard service employee who qualifies under this Article 223.5 shall be paid, in addition to the amount provided in Article 223.6, wages for work performed by him at a rate equal to one and one-half times his regular rate of pay. When more than one shift or tour of duty is worked by an employee on a general holiday, the provisions of this clause shall apply to the first shift or tour of duty only.
- (b) A road service employee who qualifies under this Article 223.5, shall be paid for work performed on a general holiday at a rate equal to one and one half times his regular rate and in addition shall be given a holiday with pay at the amount provided in Article 223.6 on the first calendar day on which the employee is not entitled to wages following that general holiday.

223.6 Holiday pay for road service employee qualified under Article 223.5 and Article 223.8 shall be eight hours.

223.7 An employee who does not qualify for general holiday pay and who is required by the Corporation to work on a general holiday shall be paid in accordance with the provisions of the Collective Agreement.

Employees Not Required to Work on General Holiday

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

- (a) Such employee is available for duty on the holiday, unless suffering from a bona fide injury or hospitalized on the holiday, or is in receipt of or subsequently qualifies for weekly indemnity benefits because of illness on such holiday, and is entitled to wages for at least 15 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday, or

NOTE 1: Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 15 shifts or tours of duty referred to in this paragraph (a) of Article 223.8.

NOTE 2: Vacation day on pay shall be considered as a qualifying day under this Article 223.8.

NOTE 3: In the application of paragraph (a) of this Article 223.8, a regular assigned employee who has been cancelled on an assigned working day, will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

- (b) Such employee is available for duty on the general holiday and is available for duty or commences a shift or tour of duty on the day before and the day after the general holiday.

223.9 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 223.1 shall be paid the amount specified in Article 223.6.

Availability Defined

223.10 Availability for duty as required by Article 223.8 is defined as follows:

- (a) Assigned employees shall be available for their assignment if one of their workdays coincides with a general holiday and they have not been notified that the assignment is cancelled.

NOTE 1: Assigned employees who are required to hold themselves available for service other than that of their assignment will also be governed by the requirements for unassigned service.

- (b) Unassigned employees shall hold themselves available for duty throughout a general holiday. Where employees elect to utilize Article 223.8(b) to qualify for holiday pay they shall also hold themselves available throughout the day before and the day after a general holiday.
- (c) In the application of Articles 223.10 (a) and (b) an employee who is otherwise qualified for general holiday pay and who is under rest for any portion of a qualifying day, where the rest booked does not exceed 12 hours consecutive with a shift or tour of duty, shall not lose entitlement to general holiday pay.

- (d) Locomotive engineers, except if on the spare board, who make themselves unavailable when called or book off for their job which commences on the day before a general holiday and thereby make themselves unavailable for a return movement on the general holiday will not be considered as available for duty on the holiday as required by Article 223.8.

NOTE: This paragraph (d) of Article 223.10 shall not apply to employees who book not more than 12 hours rest consecutive with their last tour of duty prior to the general holiday, or to employees suffering from a bona fide injury or hospitalized on the holiday, or who are in receipt of or who subsequently qualify for weekly indemnity benefits because of illness on such holiday.

- (e) The Maintenance of Earnings criteria are revised so that an employee disqualified for general holiday payment under the Collective Agreement provisions will have his incumbency reduced accordingly. However, this will not apply when disqualification for general holiday payment is due to the employee not having accumulated the required 15 tours of duty in the 30 calendar days immediately preceding the general holiday.

Article 224 Attending Locomotives

Called to Attend Locomotives

224.1 Locomotive engineers called out to attend locomotives after termination of trip or day's work, will be allowed pay for all time occupied, with a minimum of 4 hours for each call. Time paid under this Article 224.1 shall not be used to make up the basic day.

Housing and Taking Locomotive Out

224.2 Locomotive engineers will be paid on the minute basis, with a minimum of 15 minutes when required to put a locomotive in or take a locomotive out of the shop. Such time will be paid for at the rate per hour of the daily rate applicable to the class of locomotive and service, and will not be used to make up the basic day. Time so paid will not be included in computing overtime or terminal time. This Article will apply only when locomotive engineers are instructed to perform this work.

Switching Out Locomotives

224.3 Locomotive engineers who, upon reporting for duty, are required to switch out locomotive(s) for that tour of duty, will be paid for the time so occupied on a minute basis over and above time paid for other service.

Assembling Locomotive Consist

224.4 Where, because of an absence of shop staff, locomotive engineers are required to assemble their own locomotive consists by obtaining locomotives from various tracks within the yard, they will be paid for time so occupied on a minute basis over and above time paid for other service.

Herding Diesel Units between Yards of a Terminal

- 224.5 (a) Locomotive engineers called for yard or transfer service, who, in connection with that service, are required to herd diesel units between yards of a terminal will be paid the allowance provided by Article 10 under the same terms and conditions as outlined therein.
- (b) This Article 224.5 will not apply to locomotive engineers called exclusively for the purpose of herding locomotives within the terminal.

Supplies for Locomotives

224.6 At points where maintenance forces are available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand drinking water and ice.

New Type of Motive Power

224.7 In the event that any new type of motive power is introduced and the rate provided therefor, is not, in the opinion of the General Committee, equitable, such rate shall be subject to negotiation between the General Committee of the Brotherhood of Locomotive Engineers and the proper Officer of the Corporation.

Installation of Electric or Other Power

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

Locomotive Testers

224.9 Locomotive engineers will be given preference in filling positions of locomotive tester and when so employed will be compensated at yard rates.

Light Engine and Deadhead Equipment

224.10 Locomotive engineers operating light engines and deadhead equipment shall be compensated at rates of pay and under rules applicable to passenger service.

Article 225

Service in United States

- 225.1 Employees in train service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until after the expiration of ten hours on duty under the Federal law or within two hours of the time limit provided by State laws, if the State laws govern.
- 225.2 If employees in train service are tied up in a less number of hours than provided in the preceding Article 225.1 on account of it being apparent that they cannot complete the trip within the lawful time, their time will be computed up to the expiration of ten (10) hours after reporting for duty, and they will again be considered as on duty and under pay, beginning at the expiration of the legal period off duty, computed from the actual time they were relieved.
- 225.3 When employees in train service are 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 road crew, provided the longest period of rest required by any member of the crew, either eight or ten hours, shall be the period of rest for the entire crew.
- 225.4 Continuous trip will cover the movement, straight away or turn around, from initial point to the destination train is making when required to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.
- 225.5 Employees in train service tied up under the law will be paid continuous time of their schedule from the initial point to tie-up point. When they resume duty on a continuous trip, they will be paid from the tie-up point to the next tie-up point, or to the terminal. It is understood that this Article 225 does not permit the locomotive engineer to run through terminals unless such practice is permitted under the schedule.
- 225.6 Employees in train service 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 Article 225.5 the same as if they had run the train to such terminal.
- 225.7 Employees in train service tied up in obedience to the law, will not be required to watch or care for engine or perform other duties during the time tied up.

225.8 Employees in yard service required to work twelve (12) hours will resume work when their rest period is up under the Federal law, and then be permitted to work eight hours or be paid therefore.

225.9 No locomotive engineer who has been on duty twelve (12) hours in the aggregate (total) in any twenty-four (24) hour period shall be required or permitted to continue or again go on duty without having had at least eight (8) consecutive hours off duty.

NOTE 1: Twenty-four (24) hour period begins at the time the locomotive engineer goes on duty after having had at least eight (8) consecutive hours off duty. When the twelve (12) hours on duty are not continuous, the period off duty must not be deducted unless the locomotive engineers have been notified in advance that they are released for a definite period. This must not be less than four (4) hours.

NOTE 2: In the application of Articles 225.1 to 225.9 inclusive the applicable Federal or State law will govern where the provisions of such Articles are in conflict with such law.

SECTION 5
East
Passenger Road Service

Article 250
Time Allowance for Locomotive Engineers on
Locomotives Operating Through Terminals

- 250.1 Locomotive engineers who obtain locomotives operating through terminals at a point where the incoming locomotive engineer delivers the locomotive to the outgoing locomotive engineer, regardless of the location at which the locomotive is delivered, will report for duty 5 minutes prior to the time required to take charge of the locomotive, and will be paid for 15 minutes and such time shall not be used to make up the basic day.
- 252.4 All incoming locomotive engineers will be paid 15 minutes after arrival at change-off point at the rate applicable to the locomotive and service and such time will be used to the extent necessary to make up the basic day.
- NOTE:** The word "Location" as used above refers to station, yard or shop track.
- 252.4 Time paid under this Article will be paid for at pro rata rates.

Article 251
Calling

- 252.4 Locomotive engineers will be notified when called whether for straightaway or turnaround service and will be compensated accordingly. They will also be notified of the route over which the train is expected to operate if there is more than one route over which the train can operate to reach the objective terminal. Such notification will not be changed unless necessitated by circumstances, which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockade or where the line is blocked.
- 252.4 Locomotive engineers may be called for turnaround service only when the distance from the initial terminal to the turnaround point is less than 100 miles.
- 252.4 Locomotive engineers will be called as far as practicable 2 hours in advance of the time required to report for duty, except in cases of emergency. Where telephone service is available, locomotive engineers will be called by telephone except that other means may be used when locomotive engineers are accommodated in facilities provided by the Corporation. Locomotive engineers assigned to regular runs will be called if request is made.

Article 252 Work Train Service

Definition of Work Train Service

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

Switching, loading and/or unloading material, and other services for the maintenance, improvement, construction or reclamation of Corporation property; including

- (a) Wreck clearing operation (Auxiliary service); and
- (b) Service exclusively engaged in handling Corporation material, empty equipment, boarding and/or outfit cars, road repair cars, or auxiliaries directly to or loading sites or work sites.

252.4 Service, other than that described in Article 252.1, whose sole purpose, on a tour of duty basis, is hauling Corporation material, empty equipment, boarding and/or outfit cars, or auxiliaries from one terminal to another terminal for that tour of duty will not be considered as work train service.

Work Trains Performing Revenue Switching

252.4 Locomotive engineers in work train service who are required to perform revenue switching during a tour of duty will be paid, on the minute basis, for the actual time spent performing such switching. Such payment will be in addition to time paid for in work train service but will be deducted in computing overtime for the tour of duty.

Allowance When Tied Up Away From Terminal

252.4 Where no roundhouse staff is employed, locomotive engineers will be allowed 15 minutes at end of day, for miscellaneous service in connection with work on engine, providing that it does not exceed 15 minutes. This allowance is not to be made until 8 hours have been worked and will be paid at pro rata rates. Where payment is allowed under this Article the 15 minutes provided for in Article 8 will not be allowed. Such time will be used to the extent necessary to make up the basic day.

Home for Saturdays and or Sundays

252.5 Locomotive engineers assigned to work trains for five days per week will be given transportation and allowed to go home for Saturdays and Sundays. When locomotive engineers can go home for Saturdays and Sundays they will not be paid.

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

Sleeping Quarters

252.7 Suitable sanitary sleeping accommodations, including beds, clean blankets, sheets, mattresses, pillows, table, chairs, wash basins, and cook stoves will be provided for locomotive engineers in work train service, otherwise locomotive engineers will be run to terminals where suitable sleeping accommodations is provided.

- (a) When bunk cars, other than white fleet units, are used, they shall be stencilled "Enginemen's Bunk Cars" and solely and exclusively for the use of locomotive engineers. Such cars to be equipped with screen doors and windows.
- (b) When white fleet units are supplied, locomotive engineers will have first preference over other members of the crew to the sleeping facilities in such cars.

252.8 Locomotive engineers will be advised at the time they are called for work train service whether or not bunk car accommodations or equivalent will be supplied. Should a locomotive engineer not be supplied a bunk car after having been advised one would be furnished or should the car supplied be inoperative, the Corporation will defray any additional expense incurred by the employee as a result thereof. This could involve actual reasonable expenses incurred for lodging and/or meals with a maximum for meals of \$14.00 per day.

Complaints Against Locomotive Engineers

252.9 Any complaints made against locomotive engineers in work or construction train service will not be sufficient cause for their removal, until such report has been investigated by the appropriate officer.

Operation of work Trains – Ten (10) Consecutive Days

252.10 When required for operational purposes and notwithstanding the provisions of Articles 252.5 and 252.6 two five-day periods may be combined into one ten-day period with four consecutive days off. Locomotive engineers assigned to such work trains will be given transportation and allowed to go home for the four days off. Locomotive engineers assigned to work trains under the provisions of this Article will be allowed one day for each 24 hours so held and not used, whether at or away from home terminal, except for any of the four days off on which they were allowed to go home.

Unassigned Locomotive Engineers Called for Work Train Service

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

Article 253 Learning Road

253.1 Locomotive engineers when required by the Corporation to learn the road, will be paid for actual time consumed; not more than one round trip will be paid for unless specially authorized. If required to relearn a portion of the road they will be furnished with a pilot or paid the actual time spent; not more than one round trip will be paid for. Locomotive engineers when called upon to learn the road or pass examinations of other companies will be paid for the necessary deadheading performed on the Corporation's lines and for the time consumed on other lines in learning the road and passing the required examination on a pro rata hourly basis.

253.2 This Article 253 does not apply to newly employed or promoted locomotive engineers, or locomotive engineers exercising seniority rights, who will learn the road or pass such examinations in their own time.

(Refer to Addendum 7)

Article 254 Cancellation of Regular Passenger Assignments

254.1 Locomotive engineers in regular assigned road service will be given as much advance notice as possible when assignments are cancelled. Except in emergencies, such as accident, engine failure or washout, or where the line is blocked, if less than 4 hours notice of cancellation is given prior to the time required to report for duty, locomotive engineers on regular assignments in road service will be paid a basic day applicable to the class of service to which assigned for each tour of duty lost.

254.2 The provisions of this Article apply only at the home terminal of an assignment and do not apply where a locomotive engineer is deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

Article 255
Regularly Assigned Locomotive Engineers
Operating Late or Cancelled

Passenger Service - Home Terminal

255.1 Regularly assigned locomotive engineers whose assignment is:

- (a) Cancelled will be either:
 - (1) Used in unassigned service; or
 - (2) Deadhead to the away-from-home terminal in time to operate the return portion of their assignment;
- (b) Running late so that operating their assigned run from the home terminal they would miss the return portion of their assignment, will be either:
 - (1) Used in unassigned service; or
 - (2) Deadhead to the away-from-home terminal in time to operate the return portion of their assignment;
- (c) Arriving too late to be released from duty prior to the time required to report for duty for their regular assignment out of such terminal, will be held for their next assignment but may be used in other service in the interval if the performance of such service will not interfere with them following their regular assignment and is not in conflict with agreement rules. Locomotive engineers so held will be allowed not less than the daily guarantee for passenger service for each round trip lost on their regular assignments.

255.2 The application of Articles 255.1 will not constitute a run-around.

Article 256
Service Out of Away From Home Terminal

256.1 Locomotive engineers will not be held at their away-from-home terminal to make more than one round trip or day's work at or out of away-from-home terminal without being returned to home terminal when possible to avoid it.

256.2 Locomotive engineers run off their assigned subdivisions will not be held at away-from-home terminal to make more than one round trip or day's work at or out of away-from-home terminal without being returned to home terminal when possible to avoid it.

Article 257
Running Off Seniority Districts

257.1 Locomotive engineers in unassigned service will not be run off the seniority district to which assigned, unless the requirements of the service make it unavoidable. Locomotive engineers so used will stand first out of the distant terminal unless their home terminal is the same as locomotive engineers on the seniority district over which they were used.

DURATION OF AGREEMENT

This Memorandum of Agreement is in full and final settlement of all issues raised by either party up to and including June 12, 1998, excepting only those items identified in the Memorandum of Settlement dated June 12, 1998 which issues will be dealt with in the manner therein specified.

This Collective Agreement shall continue in force until December 31, 2000 and thereafter subject to four months notice in writing from either party of its desire to renew or revise said agreement. Such notice may be served at any time subsequent to August 31, 2000.

Dated at Montreal the 6th day of February, 2003

For VIA Rail Canada Inc.

For the Brotherhood of
Locomotive Engineers

(sgd) B.E. Woods

B.E. Woods
Director, Labour Relations

(sgd) D. Shewchuk

Dan Shewchuk
General Chairman

(sgd) E.J. Houlihan

Edward J. Houlihan
Senior Manager, Labour Relations

(sgd) J. Tofflemire

John Tofflemire
General Chairman

(sgd) George Benn

George Benn
Senior Officer, Labour Relations

(sgd) R. Leclerc

René Leclerc
General Chairman

SECTION 6
Common Addenda
East - West

Addendum 1 Crew Consist Adjustment Agreement

BETWEEN : VIA RAIL CANADA INC.
(hereinafter referred to as the «Corporation»)

AND : THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(hereinafter referred to as the «Brotherhood»)

WHEREAS the implementation process of the crew consist adjustment of the Corporation is to commence on or about July 1, 1998.

WHEREAS, in accordance with the directives of the Canada Labour Relations Board, the parties have negotiated the reassignment of the duties and responsibilities of the operating personnel of the Corporation, whether it be under the provisions of the Canadian Rail Operating Rules (C.R.O.R.), applicable collective agreements or otherwise.

WHEREAS, the Corporation and the Brotherhood have agreed to negotiate the terms and conditions applicable to the implementation and application of the crew consist adjustment.

Wherefore the parties hereto have agreed as follows:

1. The recitals hereto form an integral part of this agreement.

CREWING

2. Upon implementation of the crew consist adjustment, the trains will be crewed with two locomotive engineers. Exceptions to the crewing may be made in the event of the use of railiner equipment, similar equipment or other technological improvement, or in emergency situations, subject to applicable laws and regulations. Any permanent changes to the crewing that would have significantly adverse affects will be negotiated between the Corporation and the Brotherhood under the applicable material change provisions of the collective agreement in force at the time.

REMUNERATION

3. (a) Beginning with the first complete pay period following July 1, 1998, in recognition of additional duties and responsibilities as agreed by the parties, the basic weekly rate of pay on June 30, 1998 of locomotive engineers in active road passenger service will be increased by an amount of 3.3%.

(b) Beginning with the first complete pay period following November 1, 1998, in recognition of additional duties and responsibilities agreed by the parties, the basic weekly rate of pay on October 31, 1998 of locomotive engineers in active road passenger service will be increased by an amount of 2.2%.
4. The amounts resulting from the 3.3% and 2.2% increases stipulated above on the basic weekly rates of pay of locomotive engineers will be added to the incumbency of any employee presently entitled to receive a maintenance of earnings.

LOCOMOTIVE ENGINEERS TRAINING COURSE

5. The additional duties and responsibilities of the locomotive engineers will be determined and agreed by the training committee of the parties and will form part of the collective agreement; this agreement of the training committee will be attached to this agreement as an Appendix.
6. For the purpose of this agreement and to minimize the adverse affects of the crew consist adjustment, a locomotive engineer training program will be jointly developed and implemented by the Corporation and the Brotherhood.
7. (a) Conductors, Assistant Conductors and Yardmasters who apply for, qualify and obtain positions as locomotive engineers shall, after successful completion of the required training and qualification, receive the same rate of pay as stipulated in paragraphs 3 and 4 above.

(b) During the training process, they shall receive the student locomotive engineer rate of \$1,173.00 per week.

(c) Conductors, Assistant Conductors and Yardmasters presently entitled to a maintenance of earnings will continue to receive it if greater than the above rate.
8. Upon implementation of the crew consist adjustment, the presently seniority rank of locomotive engineers shall remain as is. Upon qualifying as locomotive engineers, all Conductors, Assistant Conductors and Yardmasters shall have a seniority date of October 31, 1997; among themselves, such employees shall be ranked in accordance with their former bargaining unit seniority date. The present paragraph does not in anyway modify the provisions of the Transfer Agreement dated June 4, 1987 between VIA, CN and BLE.

RETIREMENT OPPORTUNITIES

9. In addition to the opportunities already provided for in the existing pension plan, the Corporation shall make a one time only change to the existing pension plan rules in conformity with the Federal Income Tax Act, as follows, for Conductors, Assistant Conductors, Yardmasters and locomotive engineers directly affected by the crew consist adjustment.

An individual who, at any time during the 1998 calendar year, is at least 50 years of age and whose age and years of service total at least eighty (80) will be entitled to a pension based on his average earnings over the last 60 months or over his best 5 consecutive years.

Conductors, Assistant Conductors and Yardmasters who elect to receive a voluntary retirement opportunity and who have not attained retirement eligibility (50-80) at the time of their election will be retained in the service of the Corporation as Transportation Liaison until they attain retirement eligibility; they shall then retire no later than the first day of the month having attained retirement eligibility.

The amount of the pension so obtained will be increased until age 65 by the following additional amounts :

- (a) The difference between the amount of the above pension and the amount of the pension that would have been payable to the employee if he had had 35 years of service on the date of his retirement;
- (b) In addition thereto, the employee will receive as a special retirement incentive a fixed, annual amount of \$3,600.00 payable monthly;

- (c) The total of the said additional amounts, that is, the amount of the aforesaid difference and the amount of the special retirement incentive shall in no case exceed the following annual amounts :

| AGE ON DATE OF RETIREMENT | MAXIMUM ANNUAL AMOUNTS |
|---------------------------|------------------------|
| 50 | \$9,7000.00 |
| 51 | \$10,100.00 |
| 52 | \$10,600.00 |
| 53 | \$11,000.00 |
| 54 | \$11,400.00 |
| 55 | \$11,800.00 |
| 56 | \$12,200.00 |
| 57 | \$12,600.00 |
| 58 | \$13,100.00 |
| 59 | \$13,500.00 |
| 60 and over | \$13,000.09 |

NOTE : The above maximum amounts are not lump sum payments.

Should the employee die before attaining 65 years of age, 65% of the aforesaid additional amounts will be paid as a survivor benefit until such time as the employee would have attained the age of 65.

RETIREMENTS BENEFITS

10. Employees electing to receive the foregoing retirement opportunity shall :
- (a) be entitled to have their group life insurance continued, fully paid by the Corporation, until age 65.
 - (b) be entitled to have their Extended Health Care benefits continued, fully paid by the Corporation, until age 65 (or time of death if earlier), such benefits to be those in effect at any given time in the collective agreement

VOLUNTARY SEVERANCE OPPORTUNITIES

11. (a) There will be a maximum of 50 severance opportunities granted under the terms of this agreement :
- 1) the 37 employees who qualify under the provisions of paragraph 17 hereof shall be entitled to receive a severance opportunity if they so elect.

- 2) 13 other severance opportunities will be granted by the Corporation after consultation with the Brotherhood, taking into consideration the seniority, applicable options and other circumstances of the applicants; Conductors, Assistant Conductors and Yardmasters will have priority for such severance opportunities.
 - 3) Should there be unused severance opportunities, they may be granted by the Corporation, after consultation with the Brotherhood, taking into consideration the seniority, applicable options and other circumstances of the applicants.
- (b) Employees who are granted a voluntary severance opportunity will be paid a lump sum of \$50,000.00 upon signing the required termination documents. In addition, they will receive :
- 1) 2 weeks salary at the basic weekly rate of the employee's position for his first year of service;
 - 2) 1 week's salary at the basic weekly rate of the position for each subsequent full year of service.
- (c) Conductors, Assistant Conductors and Yardmasters who are granted a voluntary severance opportunity shall effectively leave the service of the Corporation no later than July 1, 1998.

LAY-OFF BENEFITS – APPLICABLE ONLY TO PARAGRAPH 17

12. For each year of cumulative compensated service (or major portion thereof), a Conductor or Assistant Conductor will be allowed a gross lay-off benefit of five (5) weeks for each such year, to a maximum of fifty-two (52) weeks. This will be calculated from the last date of entry in the Corporation's service, as a new employee.

Employee must have at least two (2) years of cumulative compensated service to be eligible for this benefit.

Prior to receiving a weekly lay-off benefit payment, an eligible employee must wait a period of seven consecutive days of continuous lay-off.

An employee who satisfies the eligibility requirements above shall be entitled to benefit payment in respect of each full week of seven consecutive calendar days of lay-off as follows:

- (a) While in receipt of U.I. benefits, the employee is entitled to an amount that, when added to the U.I. benefit and/or outside earnings, for each week, will result in an employee receiving 80% of his basic weekly rate.

- (b) During any week following the seven day waiting period outlined above, that an eligible employee is not entitled to U.I. benefits due to such benefits having been exhausted, or due to the employee not being insured for U.I. benefits, the employee may claim a weekly lay-off benefit, for each complete week of seven consecutive calendar days laid off, of the maximum U.I. benefit then currently in force, or such lesser amount that when added to the employee's outside earnings will result in the employee receiving 80% of the basic weekly rate.

If an employee has been laid-off for a period of one year, the Corporation will sever the employment relationship and provide the employee with the severance opportunity as set out in Article 11, less any lay-off benefits the employee has received from the Corporation, excluding U.I. benefits and outside earnings, during the one year lay-off period.

CONDUCTORS, ASSISTANT CONDUCTORS AND YARDMASTERS

Former CN Employees

13. Conductors, Assistant Conductors and Yardmasters who were VIA employees as of October 31, 1997 and to whom the Memorandum of Agreement dated March 6, 1987 in respect to the inter-Corporation transfer of employees between CN and VIA (the « Transfer Agreement ») is applicable as per item 10 of the said Transfer Agreement, may apply for one of the following opportunities :
- (a) a voluntary retirement opportunity as defined in paragraph 9 above;
 - (b) training as locomotive engineer, in seniority order;
 - (c) exercise their right to return to CN under the terms of the Transfer Agreement;
 - (d) receive a voluntary severance payment as set out in paragraph 11.

An employee may apply for one or more of the opportunities, in which case the opportunities will be given priority by the Corporation in the order of preference indicated by the employee. Should the employee fail to indicate his priorities, the opportunities will be given priority by the Corporation in the order which they are listed above.

Should an employee fail to apply for any of the opportunities listed above, he shall be deemed to have applied to exercise his right to return to CN under the terms of the Transfer Agreement.

The opportunity to return to CN under the terms of the Transfer Agreement will be granted to eligible employees subject to the agreement of the parties in the event that CN should refuse to allow the eligible employees to return to CN under the terms of the Transfer Agreement.

14. This application for opportunities must be received by the Corporation no later than June 26, 1998, either by fax (514) 871-6652 or otherwise at the following address :

VIA RAIL CANADA INC.
2 Place Ville-Marie
Montreal, Quebec H3B 2G6
c/o Mr. Ed Houlihan

15. Conductors, Assistant Conductors and Yardmasters will be given full and unprejudiced consideration in the selection for training under paragraph 13 (b) by the Corporation in accordance with the implementation plan established in consultation with the Brotherhood.
16. Conductors, Assistant Conductors or Yardmasters who apply for training as per paragraph 13 (b) but are not selected or do not qualify for the provision will be granted another of the opportunities they have applied for according to the provisions of paragraph 13.

VIA RUNNING TRADES EMPLOYEES NOT COVERED UNDER THE TRANSFER AGREEMENT

17. Conductors, Assistant Conductors and Yardmasters who were VIA employees as of October 31, 1997 other than those mentioned in paragraph 13, may apply for one of the following opportunities :
- (a) a voluntary retirement opportunity as set out in paragraph 9 above;
 - (b) training as locomotive engineer, in seniority order;
 - (c) receive a voluntary severance payment as set out in paragraph 11;
 - (d) apply for another employment opportunity at VIA;
 - (e) apply for lay-off as set out in paragraph 12.

An employee may apply for one or more of the opportunities, in which case the opportunities will be given priority by the Corporation in the order of preference indicated by the employee. Should the employee fail to indicate his priorities, the opportunities will be given priority by the Corporation in the order in which they are listed above.

If an employee does not apply for any opportunity for which he is eligible under this paragraph, he will be laid-off in accordance with paragraph 17 (e).

18. This application for opportunities must be received by the Corporation no later than June 26, 1998, either by fax (514) 871-6652 or otherwise at the following address :

VIA RAIL CANADA INC.
2 Place Ville-Marie
Montreal, Quebec H3B 2G6
c/o Mr. Ed Houlihan

19. Conductors, Assistant Conductors and Yardmasters will be given full and unprejudiced consideration in the selection for training under paragraph 17 (b) by the Corporation in accordance with the implementation plan established in consultation with the Brotherhood.
20. Conductors, Assistant Conductors and Yardmasters who apply for training as per paragraph 17(b) but are not selected or do not qualify for the provision will be granted another of the opportunities they have applied for according to the provisions of paragraph 17.

LOCOMOTIVE ENGINEERS

21. Locomotive engineers may apply for severance opportunities in accordance with the provisions of paragraph 11.
22. Any eligible locomotive engineer may apply for a retirement opportunity as set out in paragraph 9.
23. Such applications must be received by the Corporation no later than June 26, 1998, either by fax (514) 871-6652 or otherwise at the following address :

VIA RAIL CANADA INC.
2 Place Ville-Marie
Montreal, Quebec H3B 2G6
c/o Mr. Ed Houlihan

24. Effective retirement or severance of a locomotive engineer for whom a retirement opportunity or a severance opportunity has been granted shall be deferred until such time as a new locomotive engineer is qualified and trained to replace him.

IMPLEMENTATION AND RELOCATION

25. The crew consist adjustment shall be implemented in accordance with the needs of the Corporation to maintain its passenger services and the implementation plan established in consultation with the Brotherhood.
26. Should the implementation of the crew consist adjustment require the effective relocation of an employee's residence, as determined by the implementation committee, such employee shall receive a lump sum payment of \$25,000.00 as a relocation indemnity and in lieu of any other relocation indemnity. In the case of a disagreement as to the payment of the relocation amount, the matter will be referred for resolution to the Director of Labour Relations and the General Chairman representing the employee affected.

GENERAL PROVISIONS

27. Application for one of the opportunities made under the terms of this agreement by Conductors, Assistant Conductors, Yardmasters and locomotive engineers shall be deemed irrevocable upon receipt by the Corporation.
28. A Conductor, Assistant Conductor or Yardmaster who becomes qualified as a locomotive engineer shall not be eligible for this enhanced retirement opportunity or severance opportunity for a period of five (5) years from the date of his qualification. The right to retire when eligible under the terms of the Corporation's pension plan, as per its provisions at the relevant time, is maintained.
29. There will be two locomotive engineers within the locomotive cab although it is recognized by both parties that, for operating purposes, one locomotive engineer shall be designated as « in-charge ». Such designation may vary between the two locomotive engineers.
30. This agreement is in full and final settlement of all matters outstanding between the parties in direct or indirect relation to the implementation of the crew consist adjustment agreement.
31. This agreement shall form part of the collective agreement to be signed between the parties.
32. This agreement is subject to ratification by the VIA membership of the Brotherhood; the Brotherhood undertakes to complete the ratification process no later than June 26, 1998.

Signed this 12th day of June 1998

VIA RAIL CANADA INC.

(sgd) Bannon Woods
Bannon E. Woods
Director, Human Resources and
Labour Relations

(sgd) Edward J. Houlihan
Edward Houlihan
Senior Manager, Labour Relations

(sgd) F. Hebert
Francine Hébert
Special Project Officer

Thursday, May 21, 1998

THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

(sgd) John Tofflemire
John Tofflemire
General Chairman

(sgd) Bradford Wood
Bradford E. Wood
General Chairman

(sgd) M. Simpson
Michael W. Simpson
General Chairman

**Addendum 2
Locomotive Engineer Training Program
Joint Training Program**

BETWEEN: VIA RAIL CANADA
(Referred to as VIA)

AND: THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Referred to as the BLE)

1. Scope of work and purpose:

VIA and the BLE jointly agreed to have a training program for the purpose of training selected successful applicants with the knowledge, skills and practical experience to qualify and to be promoted to the position of locomotive engineers at VIA.

2. Managing the Process:

Steering Committee:

Involving both parties (to include one VIA management technical expert and one BLE locomotive engineer). And one facilitator from training department for guidance purposes.

Steering Committee responsibilities, for both Trainer and Trainee positions to include, but not limited to:

1. Selection process:

- Ø Trainers: At the initial step of the selection process.
- Ø Trainees:

2. Candidates interviews:

- Ø Trainers: At the initial step of the selection process.
- Ø Trainees:

3. Preferred Candidates: (For Trainers Positions)

Trainers Positions:

Selection of required trainers to be made, either by joint approval of both parties or a bulletin process, which ever the parties agree to.
Example of home trainers should be selected.
(Two for West, two for Central and two for the East)
(The East Region Trainers to be bilingual)

Note: (If it is decided to go with a bulletin process, wordings to be established)

Applicants:

The applications to be referred to the Steering Committee.

Applicants Requirements:

1. Candidates to go through an interview.
2. Knowledge and experience (minimum of five years as a working locomotive engineer, out of those five years at least two on passenger trains operation as a locomotive engineer).
3. Interest.
4. Credibility.
5. Good communicator.
6. Teaching abilities.
7. CROR OJT qualified (OJT national requirements).

NOTE: If required, the first selected successful applicants would be required to attend CANAC instructional course.

NOTE: When trainers are not required as such, they will go back in the ranks as locomotive engineers, these trainers are qualified locomotive engineers and are members of the BLE.

NOTE: These trainers should be used as field Instructors or for any other classroom training.

4. Preferred Candidates: (For Locomotive Engineer Trainees)**Preferences:**

VIA qualified Conductors, Assistant-Conductors and (Yardmasters) are the preferred employees to be selected for this locomotive engineer training program.

Note: (Article #57 of agreement 11 and 12 to be complied with)

Bulletin for the Locomotive Engineer Trainee:

Note: The bulletin wording to be established.

Screening Process:

The Steering Committee to be involved at one point during the process.

Basic aptitude test to include:

Steps:

1. Background and experience. (Personal and discipline records)
2. Meet medical standards.
3. Meet physical requirements of the locomotive engineers' position.
Example: hand brake application etc. (New Employees)
4. Mechanical aptitudes.
5. Learning skills. (Thomas Profile Report, to be used only as a tool for guidance purposes)
6. Interview. (BLE to be involved)

5. Course Objectives for Training:

The course curriculum prepares students for the field training (OJT) in locomotive and train operation. The course mock-up consists of motive power, air brakes, train handling and training alone with actual hands on simulator training.

6. Training period:

It is anticipated that the training program will be comprised of (4) weeks of technical instructions and between six (6) to twelve (12) weeks of practical On Job Training (OJT), as described below.

| | |
|-------------------------------------------------|-------------------------------------------------------------------------------------|
| VIA's requirements, first aid and safety issues | One week (VIA and BLE) |
| Class room | Two weeks (CANAC) |
| Live equipment and trouble shooting (shop) | One week (VIA and BLE) |
| Simulator practice | To be determined (hours) |
| Field Familiarization | To be determined (trips) |
| On Job Training | Six to twelve weeks (or more) Depending on regional and territorial requirements |

7. Course Outline:

1. VIA's requirements, first aid and safety issues: (VIA and the BLE)
2. Class room: (CANAC)
3. Live equipment and trouble shooting: (VIA and the BLE)
4. Simulator practice: (CANAC?)
5. Field familiarization: (VIA and the BLE)
6. On Job Training: (VIA and the BLE)

8. **Evaluation Process:**

Steps:

1. OJT Progress Report Sheet (to be used as references)
2. Trainers to evaluate the trainee prior to qualification.
3. Trainers to make recommendations to management.

9. **Qualifications:**

After analyzing the OJT Progress reports and recommendations from the trainer, management will certify the trainee as a Locomotive Engineer.

WEEKS ONE and TWO: (Class training) (CANAC Instructors)

Ø DAY ONE (1): AM

- Main locomotive components and purpose of each component.
- Locomotive Trucks.
- Traction Motor Drive
- Engineer's controls for movement.
- Fundamentals of compress air.
- Basic main reservoir air system
- Basic 26L Independent operation (relay valve).
- Procedures for starting a train in forward or reverse movement.
- Procedure for stopping a train. Including spotting.

Ø DAY ONE (1): PM

- Complete technical test.
- Locomotive mock-up exercises on live air brakes systems.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces using a track train dynamics program.
- Simulator Exercises, each student will practice Trainhandling procedure for four hours on the simulator.

Ø DAY TWO (2): AM

- Switches and indicator on the locomotive engineer's control stand.
- Control functions of each switch on the control stand.
- Tractive effort and wheel slip.
- Introduction to the 26L automatic brake system.
- 26L brake valve positions and 30 CDW.
- Braking force and braking ratio.
- Brake shoes and winter conditions.
- Preparing a locomotive for movement.
- Leaving a locomotive unattended.
- Disk brakes.

Ø DAY TWO (2): PM

- Complete technical test.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY THREE (3): AM

- Passenger car air brake system.
- Control valve and functions.
- Penalty applications.
- Dynamic brake / Blended brake.

Ø DAY THREE (3): PM

- Complete technical test.
- Fuel conservation.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY FOUR (4): AM

- Components of the fuel system
- Pressure maintaining and proper use.
- Engine cooling system

Ø DAY FOUR (4): PM

- Complete technical test
- Bottling air
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY FIVE (5): AM

- Introduction to electrical system
- Component of the high voltage
- Traction motors
- Wheel slip

Ø DAY FIVE (5): PM

- Complete technical test.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY SIX (6): AM

- 26L air brake system
- Multiple units hook-ups
- Push-pull configuration

Ø DAY SIX (6): PM

- Complete technical test.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY SEVEN (7): AM

- Low voltage circuits
- AC circuits
- Alarm lights and safety devices

Ø DAY SEVEN (7): PM

- Complete technical test.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY EIGHT (8): AM

- Air brake rules and regulations
- Locomotives and cars air brake system

Ø DAY EIGHT (8): PM

- Complete technical test.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY NINE (9): AM

- Trouble shooting
- Practice air brake test

Ø DAY NINE (9): PM

- Complete technical test.
- Using a PC computer each student will have the opportunity of analyzing their trainhandling procedures and in-train forces a track train dynamics program.
- Simulator Exercises, each student will practice trainhandling exercises on the simulator.

Ø DAY TEN (10)

- REVIEW
- FINAL EXAM
- REVIEW FINAL EXAM

WEEK Three (3): (VIA and BLE Instructors)

Ø MAINTENANCE CENTER:

- Bearing system
- Safety devices and alarms
- Banking procedures
- H.E.P.
- NEPO course
- TSIC
- Live equipment
- Trouble shooting

Ø Day one

- Bearing system (as established by G. Dow) 3 hours
- Safety devices (alarms and panels) based on the VIA notices and passenger information's (BLUE SHEETS) 3 hours

Ø Days 2, 3 and 4:

- Two days on equipment (as per NEPO course) plus TSIC
- Locomotive engineer's duties (3 hours)
- Radio procedures (1 hour)
- Safety and emergency procedures (Including role play) (4 hours)

Ø Day 5:

- Live equipment
- Trouble shooting
- Banking procedures
- HEP set-ups on Locomotive

WEEK Four (4): (VIA and BLE Instructors)

Ø VIA's requirements

- Run simulations
- Includes regional operations
- Working rules
- Application of VIA's notices

Ø First aid:

- To include CPR

- Ø **Days 1 and 2:**
 - Run simulations
 - Regional Operations
 - Working rules
 - Application of VIA's notices

Ø **Days 3 and 4:**

- First Aid
- CPR

Ø **Day 5:**

- Revision Day

NOTE: Refresher courses to be given periodically, involving weeks three and four and any changes or modifications.

Abbreviations:

BLE : Brotherhood of Locomotive Engineers
 HEP : Head End Power
 NEPO : New Era Passenger Operation
 OJT : On Job Training
 OJTI : On Job Training Instructor
 TSIC : Train Safety Inspection Checklist
 VIA : VIA Rail Canada Inc.

Without prejudice, the above are principles and recommendations from the Training Committee (VIA and the BLE), and are subject to modifications and changes from the Master Committee (VIA and the BLE).

VIA RAIL Canada

Brotherhood of Locomotive Engineers

(sgd) Yvon Samson
 Yvon Samson

(sgd) René D'Anjou
 René D'Anjou

(sgd) Marc Tessier
 Marc Tessier

(sgd) John Fairbrother
 John Fairbrother

(sgd) Gérard P. Desjardins
 Gérard P. Desjardins

Addendum 3
Locomotive Engineer Training Program
2 Week Course

MEMORANDUM OF AGREEMENT

Between

VIA Rail Canada Inc.
(hereinafter called "the Corporation")

and

The Brotherhood of Locomotive Engineers
(hereinafter called "the Union")

The Corporation has developed a comprehensive training program for locomotive engineers covering topics and re-qualifications for areas including CROR and QSOC, First Aid, CPR, Emergency Response Procedures, Electronic Bearing Monitoring, Safety and Protective Devices and Troubleshooting ("the training program").

The training program will last approximately two weeks and will take place at the Corporation's headquarters in Montreal and at the Montreal Maintenance Centre.

All locomotive engineers' will attend the training program prior to their individual CROR and QSOC re-qualification date and every three years thereafter.

Due to the special nature of this training program, the Corporation and the Union have met to discuss issues arising out of the training program and have reached an agreement as set out hereafter:

A. Compensation

Locomotive engineers attending the training program will be compensated as follows:

When attending the training program on their assigned workday, their guarantee or maintenance of earnings rate ("MOE"), will be protected, whichever is greater.

When attending the training program on their assigned rest day, they will be compensated for 8 hours over and above their guarantee or MOE, whichever is greater.

B. Expenses

Locomotive engineers attending the training program will also be entitled to the following expenses:

Approved transportation costs to and from Montreal for the training program will be paid either directly by the Corporation or the cost will be reimbursed to the Locomotive Engineers on submission of expense forms.

Each region will determine its method of payment of transportation costs.

Those locomotive engineers from outside Montreal will receive \$41.00 per day for meals, while travelling to and from Montreal and for each day while attending the training program.

Locomotive engineer's whose home terminal is Montreal, will receive \$15.00 per day for expenses.

Accommodation at the Marriott Courtyard Hotel will be paid for by the Corporation for those locomotive engineers travelling from outside Montreal. All additional expenses such as pay T.V., room service etc. are the responsibility of the employee.

There will be reimbursement for reasonable dry cleaning costs incurred while they attend the training program.

There will be reimbursement for reasonable long distance calls every 2 days while they attend the training program.

Those locomotive engineers in the Corridor wishing to travel to and from Montreal by car require the prior authorization of their supervisor and if so authorized, will be reimbursed at the rate of \$0.28 per kilometre for their travel costs.

C. Rest Days

For each day of the Saturday and Sunday in the middle of the training program schedule, the Locomotive Engineers will be compensated as follows:

If the day is their assigned workday, their guarantee or MOE will be protected, whichever is greater.

If the day is their assigned rest day, they will be compensated for 8 hours over and above their guarantee or MOE, whichever is greater.

D. Travel

Locomotive engineers travelling to and from the program on their assigned workdays will have their guarantee or MOE protected, whichever is greater.

Locomotive engineers travelling to or from the program on their assigned rest days, will be paid 8 hours per day travelled, over and above their guarantee or MOE, whichever is greater.

Those locomotive engineers in the Corridor wishing to return home on the weekend in the middle of the program may do so at their own expense, without loss of compensation for those two days but without additional compensation for travelling.

E. Return to Service

All locomotive engineers will receive a minimum of 8 days off in the 28-day period.

Regularly assigned locomotive engineers, on their return home from the training program, will have the option of picking up their assignment if it is scheduled within 10 hours of their return home. If they choose not to pick up their assignment within the 10-hour period, their guarantee or MOE will be protected, whichever is greater.

Locomotive engineers working on the spareboard will not be required to book on within 10 hours of his return home from the training program, without affecting their guarantee or MOE, whichever is greater.

F. Selection of Training Program

Locomotive engineers attending the training program in the Spring of 1999 have been notified of their scheduled date to attend the training program. On request, the Corporation will consider changing the scheduled date if special circumstances exist and the locomotive engineer requesting the change will not have his CROR and QSOC qualifications expire prior to the new date requested.

Locomotive engineers attending the Fall 1999 training programs will be given a minimum of 60 days notice of their scheduled date for attendance. On request, the Corporation will consider changing the scheduled date if special circumstances exist and the locomotive engineer requesting the change will not have his CROR and QSOC qualifications expire prior to the new date requested.

Those locomotive engineers who are to attend the training program after the year 1999 will be advised of their required attendance prior to the vacation bids for that year. They will then select three dates, in order of preference, to attend the training program. No date selected may be later than their date to re-qualify for CROR and QSOC.

The Corporation will schedule the locomotive engineer to attend the training program on their dates of choice as closely as possible considering their date for re-qualification for CROR and QSOC, their seniority by terminal and special circumstances, if any. Once the dates for attending are issued, locomotive engineers within the same terminal will be allowed to trade dates upon consultation with the Local Chairman and the Crew Management Centre.

Locomotive engineers wishing to change their scheduled date for attending the training program after 1999, due to special circumstances, may request the change of date from the Manager Customer Services. The Corporation will consider changing the scheduled date provided special circumstances exist and the locomotive engineer requesting the change will not have his CROR and QSOC qualifications expire prior to the new date requested.

The Corporation will not unreasonably withhold consent to change a scheduled date to attend the training program.

If the Manager, Customer Services and the Local Chairman of the Union cannot satisfactorily resolve a request to change a scheduled date to attend the training program, the matter will be forwarded immediately to the appropriate General Chairman and the Director, Human Resources and Labour Relations for resolution.

G. Duration

The Corporation and the Union agree that this agreement is for the purposes of the Locomotive Engineer training program outlined above only. In the event there is a significant change to the location or length of this training program, the parties will meet to discuss what changes, if any, are required to the terms of this agreement.

Signed the 19th day of February, 1999, at Montreal

For the Corporation

(sgd) Bannon Woods
Bannon E. Woods
Director, Human Resources and
Labour Relations

(sgd) Edward Houlihan
Edward J. Houlihan
Senior Manager, Labour Relations

(sgd) George Benn
George Benn
Senior Officer, Labour Relations

(sgd) Michel Lamothe
Michel Lamothe
System Officer, Operations and
Operating Practices

For the Union

(sgd) Bradford Wood
Bradford E. Wood
General Chairman

(sgd) John Tofflemire
John Tofflemire
General Chairman - VIA Central Lines

(sgd) Mike Simpson
Mike Simpson
General Chairman

Addendum 4 Duties of Locomotive Engineers During Preparatory and Inspection Time

SECTION A General

As the result of Conciliation Board proceedings under the chairmanship of Judge J.C. Anderson and subsequent negotiations with the Brotherhood of Locomotive Engineers, a System Bulletin dated April 6, 1962 was posted by the Corporation defining the duties of locomotive engineers during preparatory and final inspection time.

In defining the duties required of locomotive engineers when taking charge of or before leaving an engine under normal conditions, it was contemplated that the work outlined in each category would be completed within the respective time allowances provided in the preparatory and inspection time provisions of the collective agreements.

It is essential that line supervisors appreciate the division of responsibilities between equipment maintenance staff and locomotive engineers in assessing responsibility for malfunction or equipment failures in service. Any requirement pertaining to the serviceability or condition of engines not specified in the bulletin as a responsibility of locomotive engineers are recognized as the responsibility of the equipment maintenance forces. From the System Bulletin which is reproduced in Section B of this Addendum, it will be noted that locomotive engineers are not expected to assume responsibility for equipment failures which occur while the engine is in their charge, providing that the failure is not associated with the duties specified in Section B or is not the result of their improper operation of the equipment.

Section B does not attempt to define the action to be taken by a locomotive engineer if the equipment is found to be defective or if other abnormalities are noted; the corrective action to be taken is well established by rules, instructions or by precedent.

During negotiations on this subject in 1962, the Corporation agreed that before any change is made in the duties listed in Section B, the Corporation would talk to the Brotherhood representatives in respect to the proposed changes but the right to change remains solely in Management's discretion.

Bulletins will not be issued at line level which would tend to modify or revise the duties listed in Section B of this Addendum, unless the proposed changes in the duties have first been discussed with the Brotherhood. The issuance of bulletins, which would clarify the duties, will be minimized and the General Chairmen of the Brotherhood will be informed of any clarification prior to issuance.

This Addendum relates to the periods of time when a locomotive engineer takes charge of or releases an engine. Any duty which may be performed by a locomotive engineer or which a locomotive engineer may be responsible to ensure is performed by others during a road trip or yard shift is simply a normal duty expected of him and unless otherwise provided, no additional compensation is contemplated for its performance.

Nothing contained in this Addendum in any way lessens the requirement for the performance by locomotive engineers of such other duties as may be required under the provisions of paragraphs 7.2 and 12.2 (now paragraphs 4.2 and 7.2, respectively) of Agreement 1.1 and Articles 6, 8, 14 and 16 of Agreement 1.2; nor does it alter the obligations of locomotive engineers in regard to switching in connection with their own train and detention under Articles 7 and 15 of Agreement 1.2.

Should some doubt arise concerning any duty required of a locomotive engineer this should in all cases be performed and if the employee or the Brotherhood feels that an injustice exists, the matter can be processed through the proper channels.

During national negotiations which culminated in agreement in February 1974, the Brotherhood representatives expressed concern about the use the Corporation may make of this Addendum.

During negotiations the Brotherhood did not seriously object to situations where locomotive engineers took charge of engines at points where maintenance staff was not now available. Nor did they take strong exception to locomotive engineers performing the types of duties described in this Addendum at locations where no reasonable workload for maintenance staff exists.

The latter situation normally applies at subsidiary terminals and at locations where shop staff has not been employed for a number of years, if at all. However, the Brotherhood was concerned that the Corporation would utilize this Addendum to withdraw shop maintenance forces from existing maintenance points and transfer the residual duties and responsibilities to locomotive engineers who take charge of diesel units at such locations.

The Corporation assured the Brotherhood that it is not the Corporation's intention to use this Addendum as a vehicle to withdraw shop maintenance staff where a reasonable workload still exists by transferring the work formerly performed by such employees to locomotive engineers.

The Corporation informed the Brotherhood that prior to any decision being taken with respect to the removal of shop maintenance staff from locations where they are now employed, the Vice-President Operations, or his delegate, will review the Regional plans. If the removal of shop maintenance staff would have a material effect on the duties expected of locomotive engineers at such locations, a final decision on the proposed change will not be made until the entire matter has been fully discussed with the Brotherhood General Chairmen involved.

The Corporation has agreed that to speed up the handling of disputes concerning this Addendum, a dispute concerning its application may be processed initially directly to the Regional Vice-President at Step 3 of the Grievance Procedure.

It is the intention that in the application of this Appendix each situation be carefully analyzed by the Region involved and in so doing try to avoid legitimate complaints or grievances from the Brotherhood of Locomotive Engineers.

This Addendum is intended to clarify and consolidate the contents of the Corporation letter dated April 2, 1962; System Bulletin dated April 2, 1962; Supplement to System Bulletin dated March 19, 1968 and Corporation letter dated February 13, 1974. Although the Corporation letters and attachments referred to therein are deleted from Agreements 1.1 and 1.2 they will nevertheless remain a matter of record in case of disputes concerning the application of this Addendum.

SECTION B

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

Except as outlined below, inspection and maintenance of engines are the responsibility of railway maintenance staffs. Locomotive engineers are required to perform the following duties for which they will be paid preparatory and final inspection time.

Preparatory Time

UNDER ALL CIRCUMSTANCES WHEN REPORTING FOR DUTY

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

TAKING CHARGE OF A DIESEL LOCOMOTIVE OR AN ELECTRIC LOCOMOTIVE AT A MAINTENANCE POINT

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

TAKING CHARGE OF A DIESEL LOCOMOTIVE
OR AN ELECTRIC LOCOMOTIVE AT A
RUN-THROUGH POINT

1. Examine report 538-D of the incoming engineer.
2. Check headlight and classification lights.
3. Ensure that approved flagging equipment is on the locomotive.
4. Perform required brake test.

TAKING CHARGE OF A DIESEL LOCOMOTIVE
OR AN ELECTRIC LOCOMOTIVE WHERE
SHOP STAFF IS NOT AVAILABLE

1. Start up engines in prescribed manner if shut down (on electric locomotive start M.G. set and air compressor).
2. Ensure that air brake control devices are properly positioned; that air compressor(s) is working normally and that air gauges indicate pressures required for service.
3. Check headlight, classification lights and backup light.
4. Check that fire extinguishers are in their proper location.
5. Ensure that approval flagging equipment is on the locomotive.
6. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
7. Test the bell, whistle and sanders.
8. Check that the steam generating system is operating as required; check water supply.
9. Ensure that hand brakes are released; remove wheel blocking if used.

TAKING CHARGE OF SELF-PROPELLED CAR(S)
OR MULTIPLE UNIT CAR (S) AT A MAINTENANCE POINT

1. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
2. Ensure that the approved flagging equipment is on the operating end of car.

3. Ensure that hand brakes are released.

TAKING CHARGE OF SELF-PROPELLED CAR(S)
OR MULTIPLE UNIT CAR(S) AT A RUN-THROUGH POINT

1. Examine report 538-D of the incoming engineer.
2. Check headlight and classification lights.
3. Ensure that the approved flagging equipment is on the operating end of car.
4. Perform required brake test.

TAKING CHARGE OF SELF-PROPELLED CAR(S)
OR MULTIPLE UNIT CAR(S) WHERE
SHOP STAFF IS NOT AVAILABLE

1. Start up engines in prescribed manner if shut down (if multiple unit car, start M.G. set and air compressor).
2. Check headlight and classification lights.
3. Ensure that air compressor(s) is working normally and that air gauges indicate pressures required for service.
4. Ensure that approved flagging equipment is on the operating end of car.
5. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
6. Test the bell, whistle and sanders.
7. Ensure that all hand brakes are released; remove wheel blocking if used.

FINAL INSPECTION TIME
UNDER ALL CIRCUMSTANCES BEFORE GOING OFF DUTY

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

BEFORE LEAVING A DIESEL LOCOMOTIVE OR
AN ELECTRIC LOCOMOTIVE AT A MAINTENANCE POINT

1. Complete report 538-D.
2. Make full application of independent brake.
3. Leave the locomotive and steam generator controls in the prescribed positions.
4. Apply hand brakes.

BEFORE LEAVING A DIESEL LOCOMOTIVE OR
AN ELECTRIC LOCOMOTIVE AT A RUN-THROUGH POINT

1. Complete report 538-D.

BEFORE LEAVING A DIESEL LOCOMOTIVE
WHERE SHOP STAFF IS NOT AVAILABLE

A. **Engine Running**

1. Make full application of independent brake.
2. Remove reserve handle with throttle in idle and selector lever in "off position"; open generator field switch.
3. Apply hand brake; block wheels if necessary.
4. If required by special instruction start standby heater, check that steam generating system is operating as required; check water supply.
5. Complete report 538-D.
6. Turn off lights, close doors and windows.

B. **Engines Not Running**

1. Open all circuit breakers and switches.
2. Release air brakes and apply hand brake; block wheels if necessary.
3. If required by special instruction start standby heater, check that steam generating system is operating as required; check water supply.
4. Complete report 538-D.

5. Close doors and windows.

BEFORE LEAVING AN ELECTRIC LOCOMOTIVE
WHERE SHOP STAFF IS NOT AVAILABLE

1. Each unit is to be shut down with pantograph(s) in lowered position.
2. Open all circuit breakers and switches.
3. Release air brakes and apply hand brakes; block wheels if necessary.
4. Complete report 538-D.
5. Close windows and doors.

BEFORE LEAVING SELF-PROPELLED CAR(S)
OR MULTIPLE CAR(S) AT A MAINTENANCE POINT

1. Complete report 538-D.
2. Ensure that air brake is in full application position.
3. Remove the reverser handle. On self-propelled cars leave master plug inserted or master control breaker on; on multiple unit cars leave control switch off.
4. Apply hand brakes.

BEFORE LEAVING SELF-PROPELLED CAR(S)
AT A RUN-THROUGH POINT

1. Complete report 538-D.

BEFORE LEAVING SELF-PROPELLED CAR(S)
WHERE SHOP STAFF IS NOT AVAILABLE

A. Engine Running

1. Ensure that air brake is in full application position.
2. Remove throttle and reverser handles, leaving master plug inserted or master control breaker on.
3. Complete report 538-D.
4. Apply hand brakes; block wheels if necessary.

5. Turn off lights, close doors and windows in controlling end.

B. Engines Not Running

1. Apply hand brakes and release air brakes; block wheels if necessary.
2. Remove throttle lever, reverser handle, air brake handle, and master plug or place master control breaker off.
3. Complete report 538-D.
4. Open all circuit breakers at the switch locker, and open the main battery switch.
5. Close doors and windows in controlling end.

**BEFORE LEAVING MULTIPLE UNIT CAR(S)
WHERE SHOP STAFF IS NOT AVAILABLE**

1. Units are to be shut down with pantograph(s) in lowered position.
2. Apply hand brakes and release air brakes; block wheels if necessary.
3. Remove throttle lever, reverser handle and air brake handle.
4. Complete report 538-D.
5. Close doors and windows in controlling end.

**Protection of Locomotives Against Unauthorized
Movement When Left Unattended**

In addition to those duties listed in this Section B locomotive engineers are required in the protection of engines against unauthorized movement and before leaving engines at locations where adequate surveillance is not available, to lock the cab doors.

Where the door lock will not function, remove reverser lever and leave it with a designated employee or at a designated place to be specified by local supervision. The procedure, where engines must be left running at faster than idling speed and door locks do not function, will be governed by local instructions.

There have been several instances since the issuance of the System Bulletin in April 1962 where locomotive engineers have questioned the type of duties required of them on the basis that the duties differed from those listed and reproduced in this Section B. The claims or protests which have been reviewed came within two categories.

1. If duties which a locomotive engineer is required to perform when taking charge of or releasing an engine are not clearly delineated in the System Bulletin, additional time over and above the 10 or 15 minutes arbitrary, should be paid for the performance of these duties even if they can be completed within the allotted time allowance; or
2. A locomotive engineer cannot be required to perform duties other than those listed.

The listed duties established basic minimal duties required of locomotive engineers under normal conditions when taking charge of or before leaving engines. However, it is recognized that additional work might on occasion arise in connection with the performance of these duties. Defects or abnormalities may be noted during the performance of these duties, and corrective action on the part of the locomotive engineer may be required. In either event if the time required for the performance of these duties exceeds the arbitrary allowance, the locomotive engineer will be compensated for all such excess time on the minute basis until the duties are completed.

It is also recognized that the performance of the listed duties may differ from time to time because of the many types of locomotives, appliances and operations. On this basis, therefore, the duties listed as being requirements under preparatory and final inspection time are basic and the System Bulletin Duties reproduced in this Section B do not attempt to deal with the manner in which they might be performed.

The duties listed are intended to establish a division of responsibility between equipment maintenance staffs and locomotive engineers. This was done on the basis that it would be pointless, for example, to require a locomotive engineer to check the fuel, water, lubricating oil or sand supply when a locomotive had already been serviced and released by equipment maintenance forces.

SECTION C

Duties Other Than Those Delineated in Section B

At points where equipment maintenance staff is not available, when duties other than those delineated in Section B hereof or those arising therefrom, are performed by locomotive engineers, the Corporation will pay for the time so occupied on the minute basis over and above time paid for other service. In other words the Corporation may require a locomotive engineer to report for duty in advance of the normal time required to report for duty and pay for such time or if the other duties are performed after the locomotive engineer comes on duty he will be paid for all such reasonable time in addition to pay for other service. The duties here referred to can broadly be described as those which are essential in order that a train may proceed without unnecessary delay.

In the performance of such duties a locomotive engineer, in the absence of maintenance staff, may not necessarily perform them himself when other employees are available. Other employees might be a fireman/helper, a brakeman or another employee accompanying the locomotive engineer, or any other employee made available by the Corporation. The locomotive engineer will nevertheless be responsible for seeing that the necessary duties are performed and in the rare circumstances where another employee may not be readily available, a locomotive engineer will be expected to take such action as might be necessary to ensure that his movement can continue with a minimum of delay.

The duties specified in Section B hereof are related solely to the preparatory and inspection portion of the tour of duty. Therefore both the duties specified in Section B and those referred to in this Section C are confined to the points at which, and the period of time during which, locomotive engineers take charge of or release an engine under normal conditions.

The foregoing is intended to consolidate and reflect, but not alter the following original documents which although removed from this collective agreement, will nevertheless remain a matter of record in case of disputes concerning the application thereof:

1. Letter dated 2 April 1962 to Mr. O.J. Travers, Assistant Grand Chief Engineer from Mr. N.J. MacMillan, Executive Vice-President.
2. Letter dated 2 April 1962 to Canadian National Vice-Presidents from Mr. N.J. MacMillan, Executive Vice-President.
3. Bulletin to Engineer Bulletin Book, Canadian Lines, dated 2 April 1962 from office of Executive Vice-President.
4. Letter dated 13 February 1974 to Canadian National Vice-Presidents from Mr. J.L. Cann for Vice-President Operations and Maintenance.
5. Letter dated 1 June 1967 to Canadian National General Managers from Mr. J.H. Spicer, Assistant Vice-President.
6. Letter dated 20 July 1967 to Canadian National Vice-Presidents from Mr. J.H. Spicer, Assistant Vice-President.
7. Letter dated 4 August 1967 to Canadian National Vice-Presidents from Assistant Vice-President, Labour Relations.
8. Letter dated 4 August 1967 to Canadian National Vice-Presidents from Mr. J.H. Spicer, Assistant Vice-President.
9. Letter dated 29 August 1967 to B.L.E. and U.T.U. General Chairman from E.K. House

10. Letter dated 19 March 1968 to Canadian National Vice-Presidents from Mr. W.C. Bowra, System Vice-President.
11. Bulletin issued to locomotive engineer, Canadian Lines dated 19 March 1968 from System Headquarters.

Addendum 5
Held off for Investigation
Transportation and Maintenance

Montreal, Quebec, 20 July 1967

Mr. E.J. Cooke, Vice-President, Moncton, N.B.
Mr. J.A. McDonald, Vice- President, Montreal, Que.
Mr. D.V. Gonder, Vice-President, Toronto. Ont.
Mr. E.P. Stephenson, Vice-President, Winnipeg, Man.
Mr. G.R. Graham, Vice-President, Edmonton, Alberta

In support of their proposal in negotiations that changes be made in the investigation and discipline provisions, the Brotherhood of Locomotive Engineers has repeatedly questioned certain procedures concerning the conducting of investigations.

Their principal concern has been that locomotive engineers are being held out of service, sometimes for lengthy periods, for investigations of matters, which only result in the assessment of minimal discipline. In these cases, they stated that an employee is often assessed with demerit marks. And, in addition, with a reference to "time out of service to count as discipline", it is further alleged that no effort is made to conduct the investigation at a time when the employee could attend without being required to lose earnings.

The collective agreements governing locomotive engineers provide that employees will not be "disciplined or dismissed" without having had a fair and impartial hearing and responsibility established. Further, that employees will not be held off unnecessarily in connection with an investigation and that layover time is to be used as far as practicable. These are contract conditions and must be lived up to if possible to do so.

Part of the Brotherhood's proposal calls for a revision to the collective agreement so that "suspension" as a form of discipline cannot be assessed without a fair and impartial hearing and responsibility established. We have advised the Brotherhood that a revision such as they proposed cannot be considered, often, the matter to be investigated is unquestionably a violation of regulations or operating rules to a degree whereby the employee is properly removed from service pending investigation.

The Brotherhood also has said that the assessment of a combination of suspension and demerit is improper. They refer to it as "double discipline". We have told the Brotherhood that there is nothing wrong in using both forms of discipline concurrently, provided the offence justifies the total discipline assessed.

Nevertheless, there may well be instances where minor infractions or where guilt is highly questionable, when employees being held off unnecessarily and where the investigation could easily and conveniently have been conducted without the employee losing any earnings.

In addition, the Brotherhood has complained of repeated supplementary statements being taken in many instances where it was felt that the information desired could have been attained at first hearings. They alleged that these supplementary investigations could be substantially reduced if the investigation was properly planned in the first instance.

The U.T.U. (E) has repeated the same objections during negotiations and the same was heard from the U.T.U. (T) during negotiations last year.

Would you please draw this to the attention of the officers on your region.

(Sgd.) J.H. Spicer
Assistant Vice-President

Copy to: J.W. Demcoe
Vice-President & General Manager
Detroit, Michigan

Addendum 6 Tour of Duty Between Trips

Canadian National Railway Company Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions, excluding Terra-Transport, St. Lawrence Regions Lines in United States, and Great Slave Lake Branch.

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED that, effective January 22, 1986, the Memorandum of Agreement signed at Montreal, Quebec, April 11, 1972 is hereby cancelled and the following is substituted therefor.

1. Locomotive engineers regularly assigned to road service will be permitted to work a tour of duty in road service between trips of their regular assignment where there are no spare locomotive engineers available, provided the following conditions are fulfilled:
 - A. Locomotive engineers desiring such work will notify the crew office that they are available;
 - B. The senior locomotive engineer so available will be called 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 by notifying the crew office;
 - D. Locomotive engineers who fail to respond to calls for any reason will not again be called for such work for the duration of the timetable, unless the call was missed for reasons satisfactory to the proper Officer of the Corporation.
2. No part of this Memorandum of Agreement shall be used against the Corporation in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of an employee when such grievance or time claim is the Agreement by another employee covered by this Agreement.
3. This Memorandum of Agreement is subject to cancellation by either party on thirty days' notice in writing.

Signed at Montreal, this 8th day of January 1986.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

(Sgd.) D.C. Fraleigh _____
Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

(Sgd.) J.W. Konkin _____
General Chairman

(Sgd.) P.M. Mandziak _____
General Chairman

(Sgd.) G. Thibodeau _____
General Chairman

Addendum 7
Participation of Locomotive Engineers
In The Training of Students

April 18, 1977

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 208
St. Thomas, Ontario
N5P 3T7

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
1255 Phillips Place
Room 209
Montreal, Quebec
H3B 3G1

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Suite 202
12418-118th Avenue
Edmonton, Alberta
T5L 2K4

Gentlemen:

During the national negotiations between the Corporation and the Brotherhood which culminated in final agreement being signed on September 2, 1976, lengthy discussions were held on your proposal concerning a review of the locomotive engineer training program and the Corporation's proposal concerning participation of locomotive engineers in the training of students.

As the result of these discussions, the Corporation gave the Brotherhood a letter dated September 2, 1976, wherein it was agreed that continued discussions would be held during the so-called closed period of Agreements 1.1 and 1.2 on these important matters.

Pursuant to the letter of September 2, several meetings were held between November 1976 and April 1977 wherein all of the items referred to in said letter plus some additional items were fully discussed. This letter will act to review our discussions and comments on the various items.

1. Projected number of students

During national negotiations, the Brotherhood expressed concern that too many employees were being trained and qualified as locomotive engineers. Following extensive discussion on this Brotherhood concern during which the Corporation outlined in some detail the many variables which came into play in determining an accurate and viable forecast, the Corporation informed you that it was prepared on at least an annual basis, or as often as considered necessary, to review with you the status of student locomotive engineers and projected requirements based on the various elements utilized to arrive at Corporation forecasts.

To this end during the initial two meetings held in November and December 1976, the Corporation produced for your information a complete set of figures which outlined, in considerable detail, the rationale behind the 1977 and 1978 anticipated requirements. Following a thorough review of all aspects of the matter you indicated your acceptance of the projected numbers of locomotive engineers to be trained during the period of time reviewed.

2. New locomotive engineers absent from head-end road operations for prolonged periods

Another concern expressed by the Brotherhood during national negotiations dealt with your belief that some newly qualified locomotive engineers may subsequently work in other than the engine service environment for a prolonged period of time thereby putting them at a disadvantage when required for work as a locomotive engineer.

Following considerable discussion on this matter, it was agreed that to provide an adequate number of engine service brakemen with road experience as a source for emergency road work as locomotive engineers and as additions to the locomotive engineers' working list at each home station, the Local Chairman of the B.L.E. and a Transportation Officer will identify the number of senior engine service brakemen who will receive refresher training as follows:

- A. An engine service brakeman subject to work in road service who has not had a round trip either as a road locomotive engineer or as an engine service brakeman in a previous period of between 6 to 8 months will be given at least one refresher road trip as a student locomotive engineer with a regular locomotive engineer before being used as a road locomotive engineer;
- B. The regular locomotive engineer will be entitled to the trainer allowance with the same conditions of responsibility as when training a student locomotive engineer before qualification;

- C. An engine service brakeman who has not had a road trip as either a locomotive engineer or engine service brakeman in the previous 8 months may be used as a road locomotive engineer when accompanied by a Master Mechanic and the trip will be identified as fulfilling the refresher procedure outlined therein.

3. Brotherhood involvement in the selection process of students

During our discussions, you expressed a serious interest in achieving some method which would permit discussion with local Corporation officers of the type of candidates selected. In advancing your interest, you informed us that it was not your intention to seek veto power concerning the selection of candidates.

In response to your interest in this matter, the Corporation agreed to institute the following procedure:

- A. The local chairman and the general chairman of the Brotherhood will receive a copy of the Corporation bulletin calling for applicants for training;
- B. When the bulletin is closed the local and general chairman will be given a list of applicants to permit comments thereon;
- C. If the local or general chairman raise objections to a particular candidate they may, at their option, call for discussion with the local supervisor;
- D. Any objection or observation concerning a candidate will be given full consideration by the local supervisor.

4. New locomotive engineers passenger qualification

As the result of our discussions on this matter, the Corporation undertook to have the Chief of Transportation write you under separate cover outlining the practices presently in effect across the System.'

5. Student locomotive engineer progress reports

Following a thorough discussion of this matter, the Corporation agreed that the same arrangement which presently prevails on the Prairie and Mountain Regions with respect to the General Chairman reviewing individual progress reports would be extended to Messrs. Adair and McAvoy.

To this end, the General Chairman may review and discuss such individual progress reports with the appropriate Corporation Officer whether the District Manager, Regional Master Mechanic or their respective delegates.

6. Rate differential between locomotive engineers with a seniority date of January 1, 1974, and locomotive engineers with a seniority date subsequent thereto.

On several occasions during our meetings, you expressed the concern of some of your membership who, while acting as “second employees” in the cab of a diesel locomotive on a conventional passenger train, were paid the minimum service rate applicable to locomotive engineers in passenger service rather than the applicable operating rate.

You were informed by the Corporation that the agreement of February 1974, which instituted this differential, was based on a well founded principle that the “second employee” should receive a rate of pay less than the in-charge locomotive engineer. Your Brotherhood subscribed to this principle in 1974 and the parties agreed that a locomotive engineer who had a seniority date on the locomotive engineers' seniority list as of January 1, 1974, including a student undertaking road training and who graduated from classes one to seven inclusive of the training course would receive the applicable operating rate.

The Corporation informed you that it was not prepared to set the 1974 principle aside as it still considered that the differential should continue to exist as there was a basic difference in the duties and responsibilities between the in-charge employee and the “second employee”.

7. Clarification of certain aspects of the agreement with respect to the training and qualifications of employees in training to be a locomotive engineer.

During several of our meetings, you expressed concern that at least two aspects of the training agreements required clarification to ensure that the intent of the parties when signing the original training agreement was clearly defined.

The Corporation had no difficulty in understanding your concerns in these areas. However, because it is possible some employees will view the changes, which are made to simply clarify the agreement, as significant changes in the basic principles of the training agreement as accepted by the parties, the Corporation was not prepared at this time to make permanent changes to the Agreement. We are prepared however, to amend the agreement, for clarification purposes only, through a Memorandum of Agreement with the understanding that if problems should arise in the application of the revised agreement, the Memorandum of Agreement will be cancelled and the original Agreement will prevail.

8. Application of the trainer allowance and lack of co-operation of some locomotive engineers in the training of students.

Throughout negotiations, the Corporation has expressed concern that some locomotive engineers were deliberately frustrating the Training of student locomotive engineers by, in its opinion, misinterpreting the training agreement.

While you acknowledged that in certain isolated locations this may have been so, you hastened to say that you had continually fostered the training program and would continue to do everything in your power to encourage participation of locomotive engineers.

The Corporation acknowledged your efforts in this regard and there has been an apparent improvement in the co-operation extended by locomotive engineers. In view of your assurances in this regard, the Corporation informed you that it was prepared to accept that fewer and fewer locomotive engineers will attempt to frustrate our agreement thereby violating the mutual trust of the signatories to the agreement.

With respect to the application of the trainer allowance, you made strong representations that the existing trainer allowance did not recognize the efforts of locomotive engineers training students on extended runs or long tours of duty.

Following extensive discussions on this matter, the Corporation agreed, effective April 29, 1977, to improve upon the existing trainer allowance, which had already been increased as the result of national negotiations from \$8.50 to \$10.22 per tour, by applying the existing allowance to all pay miles up to and including 225 pay miles and applying 5 cents per mile to each pay mile in excess thereof. In the application of this allowance, overtime miles will be converted to straight time miles to determine straight time pay miles.*

We trust that the foregoing adequately reflects our discussions on the main areas of concern of both the Brotherhood and the Corporation, and fully satisfies all of the outstanding items concerning the review of the Locomotive Engineer Training Program.

Yours truly,

(Sgd.) D.C. Fraleigh
for Assistant Vice-President
Labour Relations

CC: Mr. E.J. Davies, Vice-President, B.L.E., Montreal

bcc: Mr.R.A. Walker, Chief of Transportation, Montreal
Mr.D.W. Blair, Vice-President, Moncton
Mr.C.F. Armstrong, Vice-President, Edmonton
Mr.F.J. Hansen, Vice-President, Winnipeg
Mr.Y.H. Masse, Vice-President, Montreal
Mr.A.R. Williams, Vice-President, Toronto

*See Addendum 106, Section D for current amount of trainer allowance.

Addendum 8 Use of Radio Communications System

28 April 1978

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. A. J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Gentlemen:

As part of the current round of negotiations, the Corporation served a proposal on the Brotherhood with respect to the use of railway radio communication systems which read as follows:

It is recognized that pursuant to the Uniform Code of Operating Rules and Special Instructions relating thereto, the use of railway radio communication systems is a part of the duties of employees covered by this Agreement.

During our discussions on this proposal, the Corporation pointed out that in our opinion radios are an integral part of the duties of locomotive engineers and we considered it necessary that it be reflected in the collective agreement to avoid any misunderstanding to the contrary. In response, you stated that you recognize that the use of railway radio communication systems is an integral part of the duties of locomotive engineers and you referred to the 1967 round of negotiations when, as a result of discussions on how radios were being used, Mr. J.H. Spicer, then Assistant Vice-President, issued a letter dated June 1, 1967, which appears on page 232 of Agreement 1.1 and page 219 of Agreement 1.2*.

You were, therefore, reluctant at this time to include a further provision in the collective agreement regarding the use of radios. You did state, however, that the Brotherhood favours the use of radio communication systems and in fact were on record as requesting a working radio. You stated that if there were any instances where locomotive engineers refuse to use them, such action would not be supported by the Brotherhood and should be brought to your attention.

Yours truly,

D.C. Fraleigh
for Assistant Vice-President
Labour Relations

Mr. E.J. Davies
Vice-President
Brotherhood of Locomotive Engineers
Montreal

*Refer Letter, 1 June 1967 Use of Train Radios Addendum 101

Addendum 9 Eating En Route

January 8, 1986

Mr. P.M. Mandziak
General Chairman
BROTHERHOOD OF LOC. ENG.
P.O. Box 208
St. Thomas, Ontario
N5P 3T7

Mr. G. Thibodeau
General Chairman
BROTHERHOOD OF LOC. ENG.
206- 1026 St. Jean Street,
Quebec, Quebec
G1R 1R7

Mr. J.W. Konkin
General Chairman
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
549 Regent Avenue W.
Winnipeg, Manitoba
R2C 1R9

Gentlemen:

During the conciliation proceedings which culminated in the signing of the Memorandum of Settlement, the Brotherhood raised a concern through the Conciliation Officer regarding the judgement of train dispatchers or other Corporation officers in permitting locomotive engineers an opportunity to obtain a second meal pursuant to new Article 87.5 and 20.5 of Agreements 1.1* and 1.2**, respectively.

The Brotherhood's concern specifically related to the application of sub-paragraph 87.5 (b) of Agreement 1.1* and sub-paragraph 20.5 (b) of Agreement 1.2** which affords the train dispatcher the prerogative to instruct locomotive engineers to take the opportunity for a second meal, when such has been requested, prior to the expiration of the ninth hour in instances when the train is delayed or subject to delay. The Brotherhood sought the Corporation's assurance that good judgement would be exercised in applying the provisions of this particular sub-paragraph. It was the Brotherhood's wish to avoid situations where, despite giving sufficient advance notice, locomotive engineers are not allowed to take their second meal even though the train is at a location where eating facilities are immediately accessible and even though the train is delayed long enough to allow locomotive engineers sufficient time to eat.

The Corporation replied that, in its view, the provisions of the sub-paragraph in question will actually promote the exercise of good judgement. Nevertheless, in order to allay the Brotherhood's expressed concern in this respect, the Corporation agreed to draw the matter to the attention of its operating officers, including train dispatching offices. In so doing, emphasis will be placed on the need for all concerned to use the type of judgement that will minimize complaints without affecting efficient train operations.

Should specific problems arise in this respect, the matter may be discussed between the General Chairman and the District Manager. Furthermore, if the matter is not satisfactorily resolved between the General Chairman and the District Manager, the General Chairman may discuss specific problems with the Chief of Transportation.

Yours truly,

D.C. Fraleigh
Assistant Vice-President
Labour Relations

CC: Mr. J.B. Adair, Vice-President & Canadian Director, BLE, Ottawa

CC: Mr. J.A. Clark, Chief of Transportation, H.Q. Building, Floor 15

* Now Articles 225 and 14

** Now Article 13

Addendum 10

Interpretation of Collective Agreement

27 August 1982

Mr. R.A. Walker, Vice-President, Edmonton
Mr. R.J. Hansen, Vice-President, Winnipeg
Mr. G.A. Van de Water, Vice-President, Toronto
Mr. V.H. Masse, Vice-President, Montreal
Mr. R.G. Messenger, Vice-President, Moncton

The Brotherhood of Locomotive Engineers and United Transportation Union submitted a proposal during National Negotiations to prohibit the Corporation changing existing practice(s) or accepted interpretation(s) of collective agreement provisions.

As you are aware, collective agreements governing employees represented by these Unions presently contain provisions recognizing that questions of interpretation of any article will not occur without prior consultation with the appropriate General Chairman concerned.

During discussions, examples of changes to generally accepted interpretations were referred to notwithstanding that they were eventually resolved between the proper Officers of the Corporation and the General Chairman affected.

Would you please draw this to the attention of your Regional officers.

W.H. Morin
Vice-President
Labour Relations

CC: Mr. J.C. Cann, Vice-President, Operations, Montreal
Mr. J.B. Adair, Vice-President, B.L.E. Ottawa
Mr. R.T. O'Brien, Vice-President, U.T.U. Ottawa

Addendum 11 Availability of Taped Conversations

January 8, 1986

Mr. P.M. Mandziak
General Chairman
BROTHERHOOD OF LOC. ENG.
P.O. Box 208
St. Thomas, Ontario
N5P 3T7

Mr. G. Thibodeau
General Chairman
BROTHERHOOD OF LOC. ENG.
206- 1026 St. Jean Street,
Quebec, Quebec
G1R 1R7

Mr. J.W. Konkin
General Chairman
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
549 Regent Avenue W.
Winnipeg, Manitoba
R2C 1R9

Gentlemen:

During the recent round of negotiations, one of the proposals discussed was the Brotherhood's submission which read as follows:

"Availability of telephone or radio conversations to the Local Chairman. If the taped conversation cannot be obtained, the claim pertaining to same will be paid".

As you pointed out in our discussions, the taped conversations to which your proposal refers are those recorded in the Crew Dispatching Offices. It was your assessment that these recorded conversations could be determinative in the disposition of various grievances connected with the calling or availability of employees. You indicated that, on occasion, these tapes were not available to Local Chairmen who had requested the opportunity to hear specific recorded conversations.

You were informed that, generally, these tapes were retained for a period of 30 days after which they were erased for re-use. However, the Corporation agrees with your assessment concerning the determinative value of these taped conversations. Consequently, while the Corporation cannot agree to the Brotherhood's submission in its entirety, a sufficient number of tapes will be kept on hand so that recorded conversations can be retained for a period of 60 days.

Accordingly, in situations where a recorded conversation may be relevant to the disposition of a grievance, Local Chairmen wishing to hear a specific conversation should make the request to the appropriate Corporation Officer within 60 days from the date the conversation purportedly took place. Arrangements will then be made to permit the Local Chairman to listen to the recorded conversation.

Yours truly,

J.A. Clark
Chief of Transportation

CC: Mr. J.B. Adair, Vice-President & Canadian Director, BLE, Ottawa

Addendum 12 Vacation of Brotherhood Officers

January 8, 1986

Mr. P.M. Mandziak
General Chairman
BROTHERHOOD OF LOC. ENG.
P.O. Box 208
St. Thomas, Ontario
N5P 3T7

Mr. G. Thibodeau
General Chairman
BROTHERHOOD OF LOC. ENG.
206 - 1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. J.W. Konkin
General Chairman
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
549 Regent Avenue W.
Winnipeg, Manitoba
R2C 1R9

Gentlemen:

During the current round of negotiations, the Brotherhood submitted an additional proposal requesting that leave of absence for union purposes should not affect vacation entitlement.

During the ensuing discussions, the Corporation indicated that it was prepared to count time spent by Union officers on union business as "days worked and/or available" for the purpose of calculating the number of days vacation entitlement. This would apply to Union officers elected or appointed to any of the full or part-time positions set out in paragraphs 90.1 and 90.2 of Article 90 of Agreement 1.1* and paragraphs 77.1 and 77.2 or Article 77 of Agreement 1.2**. However, it was clearly stated that the calculation of actual vacation pay would still be confined to the wages actually paid by the Corporation as shown on Form T-4 issued by the Corporation.

The Brotherhood stated that this was fully understood.

Yours truly,
D.C. Fraleigh
Assistant Vice-President
Labour Relations

* Now Article 35

** Now Article 35 and 116

Addendum 13

Maintenance of Earnings

The following conditions shall apply to a locomotive engineer who is adversely affected by the implementation by the hours of service system of pay provisions, changes in crew consists or otherwise as set out in this award.

1. The basic weekly pay of such locomotive engineer shall be maintained by payment to him of the difference between his actual earnings in a four-week period and four times his basic weekly pay. Such difference shall be known as the locomotive engineer's incumbency. In the event such locomotive engineer's actual earnings in a four-week period exceeds four times his basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining the locomotive engineer's earnings, shall be payable provided;

- (a) In the exercise of seniority, he first accepts the position with the highest earnings at his home terminal to which his seniority and qualifications entitle him. A locomotive engineer who fails to accept the position with the highest earnings for which he is senior and qualified, will be considered as occupying such position and his incumbency shall be reduced correspondingly.

In the event of dispute as to the position with the highest earnings to which he must exercise seniority, the Corporation will so identify.

- (b) He is available for service during the entire four-week period. If not available for service during the entire four-week period, his incumbency for that period will be reduced by the amount of the earnings he would otherwise have earned; and
 - (c) All compensation paid to a locomotive engineer by the Corporation during each four-week period will be taken into account in computing the amount of a locomotive engineer's incumbency.

2. A locomotive engineer entitled to maintenance of earnings who voluntarily exercises his seniority beyond his home terminal on his seniority territory rather than occupy a position at his home terminal, shall be entitled to maintenance of earnings. Such a locomotive engineer will be treated in the following manner:

If the position he occupies at his new station has lower earnings than a position he could have occupied at either his original station or his new station, he shall be considered as occupying the position with the highest earnings, in either case, and his incumbency will be reduced correspondingly.

3. In the calculation of a locomotive engineer's incumbency, the basic weekly pay shall be increased by the amounts of any general wage adjustments applicable following the date he is affected.
4. The payment of an incumbency, calculated as above, will continue to be made:
 - (a) As long as the locomotive engineer's earnings in a four-week period are less than four times his basic weekly pay;
 - (b) Until the locomotive engineer fails to exercise his seniority to a position, including a known temporary vacancy of ninety days or more, with higher earnings than the earnings of the position which he is holding and for which he is senior and qualified at the station where he is employed; or
 - (c) Until the locomotive engineer's services are terminated by discharge, resignation, death or retirement.
5. In the application of Clause 4(b) above, a locomotive engineer who fails to exercise seniority to a position with higher earnings, for which he is senior and qualified, will be considered as occupying such position and his incumbency shall be reduced correspondingly.

In the case of a known temporary vacancy of ninety days or more, his incumbency will be reduced only for the duration of that temporary vacancy.

NOTE The words position with the highest earnings at his home terminal to which his seniority and qualifications entitle him, and higher earnings of the position which he is holding, as used in this Article do not include a position on which the earnings are higher than the earnings on the position from which he was displaced.

- (6) For the purpose of this award, the term basic weekly pay, is defined as follows:
 - (a) All locomotive engineers, including locomotive engineers on spareboards, one fifty-second of the total earnings of the locomotive engineer during the 26 full pay periods preceding June 15, 1995.
 - (b) When computing basic weekly pay, pursuant to clause (a) 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 pay period, shall be subtracted from the 26 pay periods and total earnings. Such basic weekly pay multiplied by four will in no case be less than the basic weekly pay determined in Article A (1) above.

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.

7. Locomotive engineers shall be entitled to receive the higher of the new Maintenance of Earnings established hereunder or one currently held.

Addendum 14
Yardmaster Agreement 4.2

Addendum 15

Establishment of The Canadian Railway Office of Arbitration

MEMORANDUM OF AGREEMENT made this 1st day of September 1971 to amend and renew the founding Agreement establishing the Canadian Railway Office of Arbitration dated the 7th day of January 1965 (as amended and renewed since that date).

IT IS AGREED by and between the signatories as follows:

1. There shall be established in Montreal, Canada, the Canadian Railway Office of Arbitration, hereinafter called the "Office of Arbitration".
2. There shall be a single Arbitrator hereinafter called the "Arbitrator" to be appointed by the signatories hereto who shall have the duties and functions set out herein. The administrative responsibilities of providing and administering necessary clerical staff, premises, facilities and other arrangements necessary to enable the Arbitrator to exercise his function shall be discharged by an Administrative Committee responsible to the signatories hereto and composed of one representative appointed by the signatories whose names appear in Appendix "A" hereof and one representative appointed by the signatories whose names appear in Appendix "B" hereof.
3. The arbitrator shall be appointed for a term of one year and may be re-appointed for an additional term or terms of one year as the signatories hereto may decide.

The Arbitrator may be replaced at any time by mutual agreement of the signatories, temporarily or permanently in the event of his inability, refusal or failure to exercise his functions.

4. The jurisdiction of the Arbitrator shall extend and be limited to the arbitration, at the instance in each case of a railway, being a signatory hereto, or of one or more of its employees represented by a bargaining agent, being a signatory hereto, of;
 - A. Disputes respecting the meaning or alleged violation of anyone or more of the provisions of a valid and subsisting collective agreement between such railway and bargaining agent, including any claims, related to such provisions, that an employee has been unjustly disciplined or discharged; and

- B. Other disputes that, under a provision of a valid and subsisting collective agreement between such railway and bargaining agent, are required to be referred to the Canadian Railway Office of Arbitration for final and binding Settlement by arbitration.

But such jurisdiction shall be conditioned always upon the submission of the dispute to the Office of Arbitration in strict accordance with the terms of this Agreement.

- 5. A request for arbitration of a dispute shall be made by filing notice thereof with the Office of Arbitration not later than the eighth day of the month preceding that in which the hearing is to take place and on the same date a copy of such filed notice shall be transmitted to the other party to the grievance. A request for arbitration respecting a dispute of the nature set forth in Section (A) of Clause 4 shall contain or shall be accompanied by a Joint Statement of Issue. A request for arbitration of a dispute of the nature referred to in Section (B) of Clause 4 shall be accompanied by such documents as are specifically required to be submitted by the terms of the collective agreement which governs the respective dispute. On the second Tuesday in each month, the Arbitrator shall hear such disputes as have been filed in his office, in accordance with the procedure set forth in this Clause 5. No hearing shall be held in the month from time to time appointed for the purposes of vacation for the Arbitrator, nor shall a hearing be held in any other month unless there are awaiting such hearing at least two requests for arbitration that were filed by the eighth day of the preceding month, except that the hearing of a dispute shall not be delayed for the latter reason only for more than one month.
- 6. Subject always to the provisions of this Agreement the Arbitrator shall make all regulations necessary for the hearing of disputes by the Arbitrator which are consistent with the terms of this Agreement and such regulations may be amended by the Arbitrator from time to time as necessary.
- 7. No dispute of the nature set forth in Section (A) of Clause 4 may be referred to the Arbitrator until it has first been processed through the last step of the Grievance Procedure provided for in the applicable collective agreement. Failing final disposition under the said procedure a request for arbitration may be made but only in the manner and within the period provided for that purpose in the applicable collective agreement in effect from time to time or, if no such period is fixed in the applicable collective agreement in respect to disputes of the nature set forth in Section (A) of Clause 4, within the period of 60 days from the date decision was rendered in the last step of the Grievance Procedure.

No dispute of the nature set forth in Section (B) of Clause 4 may be referred to the Arbitrator until it has first been processed through such prior steps as are specified in the applicable collective agreement.

8. The Joint Statement of Issue referred to in Clause 5 hereof shall contain the facts of the dispute and reference to the specific provision or provisions of the collective agreement where it is alleged that the collective agreement has been misinterpreted or violated. In the event that the parties cannot agree upon such joint statement either or each upon forty-eight (48) hours' notice in writing to the other may apply to the Arbitrator for permission to submit a separate statement and proceed to a hearing. The Arbitrator shall have the sole authority to grant or refuse such application.
9. The Arbitrator shall not decide a dispute without a hearing. At the hearing each party shall submit to the Arbitrator a written statement of its position together with the evidence and argument in support thereof.
10. The parties to a dispute submitted to the Arbitrator may at any hearing be represented by Counsel or otherwise as they may respectively elect.
11. The Arbitrator may make such investigation as he deems proper and may require that the examination of witnesses be under oath or affirmation. Each party to a dispute shall have the right to examine all witnesses called to give evidence at the hearing. The Arbitrator shall not be bound by the rules of evidence and practice applicable to proceedings before courts of record but may receive, hear, request and consider any evidence which he may consider relevant.
12. The decision of the Arbitrator shall be limited to the disputes or questions contained in the joint statement submitted to him by the parties or in the separate statement or statements as the case may be, or, where the applicable collective agreement itself defines and restricts the issues, conditions or questions which may be arbitrated, to such issues, conditions or questions.

His decision shall be rendered, in writing together with his written reasons therefor, to the parties concerned within 30 calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute, unless the applicable collective agreement specifically provides for a different period, in which case such different period shall prevail.

The decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable collective agreement.

13. Each decision of the Arbitrator which is made under the authority of this Agreement shall be final and binding upon the Railway, the bargaining agent and all the employees concerned.
14. Through the Office of Arbitration, the Arbitrator shall report the decision in each case and the reasons for such decision to all signatories hereto.

15. The Office of Arbitration shall maintain a complete and accurate record of all disputes submitted to it and of all decisions made by the Arbitrator or other dispositions respecting them, including the signed originals of all such decisions.
16. The signatories respectively shall do all such acts and things as are necessary to enable the Arbitrator to make proper findings respecting the matters in dispute and no signatory shall obstruct, delay or prevent the Arbitrator from proceeding with the matter before him or from making his decision.
17. The expenses of operating and administering the Office of Arbitration, including the fees and expenses of the Arbitrator and all necessary clerical and technical assistance shall be borne one-half by the Appendix "A" signatories and one-half by the Appendix "B" signatories. At the commencement of each year the Administrative Committee shall estimate the total ensuing year and, at that time and from time to time thereafter during the year shall make interim preliminary assessments equally upon the Appendix "A" signatories and the Appendix "B" signatories sufficient to defray current expenses currently. At the end of each year the total annual expenses actually incurred shall be apportioned as set out and all necessary credits and debits shall be made accordingly.
18. This Agreement shall be reviewed on an annual basis by the signatories hereto, which review shall take place on or before the first day of July in each year. At the time of this review the appointment of the Arbitrator shall be made, subject to the provisions of Clause 3 hereof, and any changes or alterations shall then be implemented as may be mutually agreed upon between the signatories hereto.
19. Any other recognized bargaining agent acting on behalf of the employees of a railway Corporation which is a signatory hereto and any non-signatory railway Corporation together with some or all of the recognized bargaining agents which represent its employees may from time to time be permitted to accede to these presents and, except as provided below, to be regarded for all the purposes hereof as if signatories hereto and as if their respective names appeared in Appendix "A", in the case of railway companies, or in Appendix "B", in the case of recognized bargaining agents, as the case may be, by filing a suitable written instrument of accession and attornment at the Office of Arbitration; provided, however, that the validity and operation of every such instrument shall be conditioned upon the prior concurrence and acceptance of it by all the signatories hereto as evidenced by the subscription or endorsement by each of the said instrument before it is filed.

20. Railway companies and recognized bargaining agents which accede to these presents, as provided for in Clause 19 hereof, will not have the right or power to terminate this Agreement. However, any such party may, following the first anniversary as of the 31st day of August in any year during the term hereof by giving at least 60 days' notice in writing of its intention to withdraw to the other parties (which notice shall be given by registered prepaid post) and by filing concurrently therewith a copy of such notice with the Office of Arbitration.
21. This Agreement shall commence on the first day of September, 1971 and shall remain in effect until August 31, 1972 and shall thereafter be renewed annually unless amended or terminated by the mutual agreement of the parties hereto; provided that any signatory hereto may withdraw from this Agreement as of the 31st day of August in any year during the term hereof by giving at least 60 days' notice in writing of its intention to withdraw to the other parties (which notice shall be given by registered prepaid post) and by filing concurrently therewith a copy of such notice with the Office of Arbitration.

APPENDIX A

For: Canadian Pacific Limited
Windsor Station,
Montreal 101, Quebec

(Sgd.) R. Colosimo
Manager, Labour Relations

For: Canadian National Railway Company
Canadian National Steamship Company
935 Lagauchetiere Street West
Montreal 101, Quebec

(Sgd.) W.S. Mason
Manager, Labour Relations

Signed at Montreal, Quebec, this 1st day of September 1971.

APPENDIX B

For: United Transportation Union

(Sgd.) G.C. Gale
Vice-President
610 Broadway Avenue,
Winnipeg, Man.

For: Brotherhood of Locomotive Engineers

(Sgd.) L.O. Hemmingson
Vice-President
640 Cathcart St., Room 103,
Montreal, Que.

For: Brotherhood of Maintenance of Way Employees

(Sgd.) W.M. Thompson
Vice-President
1708 Bank St.
Ottawa 8, Ont.

For: Canadian Brotherhood of Railway,
Transport and General Workers

(Sgd.) J.A. Pelletier
National Vice-President
230 Laurier Ave., West,
Ottawa 4, Ont.

For: Brotherhood of Railway, Airline and
Steamship Clerks, Freight Handlers,
Express and Station Employees

(Sgd.) W.C.Y. McGregor
Int. Vice-President
Suite 690, 550 Sherbrooke St. West,
Montreal, Que.

Signed at Montreal, Quebec, this 1st day of September 1971.

Addendum 16 Consolidation Agreement

BETWEEN

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(HEREINAFTER REFERRED TO AS THE "BROTHERHOOD")

AND

VIA RAIL CANADA INC.
(HEREINAFTER REFERRED TO AS THE "CORPORATION")

WHEREAS the Brotherhood and the Corporation had operated under the terms of Collective Agreement 1.1 and Collective Agreement 1.2 since 1987;

AND WHEREAS there have been many changes to the Collective Agreements by negotiations, awards and judgements since that time;

AND WHEREAS the parties have undertaken to complete a single collective agreement that included all said changes;

AND WHEREAS the consolidation process involved the exclusion of certain articles and addenda;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Articles and Addenda listed as Schedule "A" attached hereto previously formed part of Collective Agreement 1.1 and/or Collective Agreement 1.2. These Articles and Addenda are not included in and do not form part of Collective Agreement 1.4.

2. Any Article or Addendum listed in Schedule "A" hereto can be included in and form part of Collective Agreement 1.4 upon 60 days notice in writing delivered to the other party. For the Brotherhood, such notice must originate from the General Chairman of the region directly affected by the Article or Addendum to be included. For the Corporation, such notice must originate from the Director of Labour Relations. The 60-day notice period may be amended by mutual consent of the General Chairman and the Director of Labour Relations.
3. Any Article or Addenda included in Collective Agreement 1.4 by operation of this agreement will not be acted upon by either party until the expiration of the notice period as prescribed or amended by mutual consent.
4. In the event of a dispute between the parties regarding the exclusion or inclusion of any Article or Addendum listed in Schedule "A" hereto or the application of this agreement, the matter will be resolved under the grievance procedure contained in Collective Agreement 1.4. A grievance may be initiated at Step 3 of the grievance procedure to expedite the resolution of the matter.

Dated at Montreal this 6th day of February, 2003

(sgd) R. Leclerc
René Leclerc
General Chairman

(sgd) B. E. Woods
Bannon E. Woods
Director, Labour Relations

(sgd) J. Tofflemire
John Tofflemire
General Chairman

(sgd) E. J. Houlihan
Edward J. Houlihan
Sr. Manager, Labour Relations

(sgd) D. Shewchuk
Dan Shewchuk
General Chairman

(sgd) A. Livingstone
Al Livingstone
Manager, Customer Services

(sgd) G. Benn
George Benn
Officer Labour Relations

Schedule "A"
Shelved Articles, Appendices and Addenda
Collective Agreements 1.1, 1.2

Shelved Articles Agreement 1.1

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| Article 5 | Initial Time 5.2, 5.3, 5.4, 5.5, 5.6, 5.7. |
| Article 6 | Final Time 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11,6.12. Freight Service |
| Article 7 | Inspection Time 7.3, Freight Service |
| Article 9 | Overtime |
| Article 10 | Called for straight Away or Turnaround Service. 10.3, 10.4. |
| Article 12 | Switching at Initial or Final Terminal Freight Service. |
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| Article 14 | Road Switcher Service. |
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| Article 16 | Work Train Service. 16.12 |
| Article 17 | Conversion Rule. |
| Article 18 | Assisting Trains, Doubling Grades, Etc. |
| Article 23 | Regular Assigned Locomotive Engineers Operating Late or Cancelled 23.2, 23.3, 23.4, 23.5, 23.7, Plus Notes. |
| Article 24 | Tied up Between Terminals 24.2, 24.3. |
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| Article 30 | Rates of Pay |
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| Article 42 | Other Service |
| Article 45 | Promotion, Establishment and Retention of Seniority. 45.1, 45.2, 45.4, 45.5. |
| Article 47 | Advertising and Filling of Positions. 47.4, 47.5, 47.6, 47.8. |
| Article 48 | Advertising and Filling of Positions Second Seniority District. 48.4, 48.5, 48.6. |
| Article 54 | Running of Locomotive Engineers 54.5. |
| Article 65 | Mileage Regulations. |
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| Addendum 11 | Running of Regularly Assigned Locomotive Engineers at Away – From – Home Terminals on Atlantic Region When Trains are Running Late or Cancelled |
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| Addendum 18 | Filling of Motormen`s Positions at Oshawa |
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| Addendum 20 | Conditions Governing the Service of Certain Employees Hired as Locomotive Engineers on the Sixth Seniority District |
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|---------------|----------------------------------------------------------------------------------------------------------------|
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| | |
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Addendum 17 Union Dues Agreement

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions
Excluding Newfoundland and St. Lawrence Region
Lines in United States

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers.

IT IS AGREED THAT, effective March 31, 1986, the Memorandum of Agreement dated December 11, 1974 respecting the deduction of Union dues on Seniority Districts 1 and 2 which are described in Articles 49 and 52* of Agreement 1.1, is cancelled.

IT IS FURTHER AGREED THAT, effective March 31, 1986, the Memorandum of Agreement signed at Montreal, Quebec, February 11, 1971, in respect of the payment of Union dues as a condition of continued preference of employment is suspended for those employees represented by the Brotherhood of Locomotive Engineers and employed by Canadian National Railway Company, Atlantic, St. Lawrence and Great Lakes Regions, covered by Agreement 1.1, and the following is substituted in lieu thereof:

IT IS AGREED that the Union Dues Agreement signed at Montreal, Quebec, February 11, 1971, in respect to the payment of union dues as a condition of continued preference of employment is suspended for those employees represented by the Brotherhood of Locomotive Engineers and employed by the Canadian National Railway Company, Lines in Canada, covered by Agreement 1.2 and the following is substituted in lieu thereof:

1. Subject to the conditions and exceptions set forth herein, such employees who, as of 0001 hours on the first calendar day of the month, are assigned to a working list of employees governed by Agreements 1.1, 1.2 will have deducted by the Corporation on the payroll which includes the 24th calendar day of each month from the wages due and payable to each employee coming within the scope of this agreement, an amount equivalent to the uniform monthly dues of each Division of the Brotherhood of Locomotive Engineers.
2. 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 applicable Agreement excepting to conform with a change in the amount of regular dues of the Brotherhood of Locomotive Engineers in accordance with its constitutional provisions.

3. The provisions of this Agreement will be applicable on receipt by the Corporation of notice in writing, as provided in this Item 3, from the Brotherhood of Locomotive Engineers of the amount of regular monthly dues:
 - (A) The General Chairman will give notice of the amount of the monthly dues to be deducted and will submit a separate master list of employees subject to dues deduction, as provided in this Agreement, to the following Corporation officers:
 - (i) Names of employees on the Atlantic Region to be submitted to the Regional Comptroller, Moncton, N.B.;
 - (ii) Names of employees on the St. Lawrence Region to be submitted to the Regional Comptroller, Montreal, Quebec;
 - (iii) Names of employees on the Great Lakes Region to be submitted to the Regional Comptroller, Toronto, Ontario;
 - (iv) Names of employees on the Prairie Region will be submitted to the Regional Comptroller, Winnipeg, Manitoba;
 - (v) Names of employees on the Mountain Region will be submitted to the Regional Comptroller, Edmonton, Alberta.
 - (B) The master list referred to in paragraph (a) of this Item 3 will include the employee's P.I.N. (S.R.B.) number, initial and name and will be submitted on or before the first Monday of each established second payroll period.
 - (C) A designated Officer of the Brotherhood will inform the Corporation Officers referred to in paragraph (a) of this Item 3 of any additions or deletions to the master list account change in work status, resignation, retirement, etc., on or before the first Monday of each established second payroll period.
4. Membership in the Brotherhood of Locomotive Engineers shall be available to any employee eligible under the provisions of the constitution of the Brotherhood. Membership shall not be denied for any reasons of sex, race, national origin, colour or religion.
5. If the wages of an employee payable on the payroll for the period which includes the 24th 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 Corporation in such month. The Corporation 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.

6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Corporation, 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 which may be withheld pursuant to Item 8 hereof accompanied by a statement of deductions from individuals will be remitted by the Corporation to the designated Officer or Officers of the Brotherhood, as may be mutually agreed by the Corporation and the Brotherhood, not later than 40 calendar days following the pay period in which the deductions are made.
8. The question of what, if any, compensation shall be paid by the Corporation to the Brotherhood signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days notice in writing.
9. Not more than one payment of union dues shall be made by any employee in anyone month. Employees filling positions coming within the scope of more than one wage agreement in a month, shall pay union dues to the union holding the agreement under which the employee was assigned as at 0001 hours 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 Corporation for refund of dues deducted under this Agreement shall be made by such employee.
10. The Corporation will not be responsible financially or otherwise, either to the Brotherhood or to any employee, for any failure to make deductions, or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Corporation will adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of its remittance to the Brotherhood, the Corporation will adjust the amount in a subsequent remittance. The Corporation'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 Brotherhood.
11. 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 Corporation pursuant to this Agreement, each party will bear its own cost of such defence except that if at the request of the Brotherhood counsel fees are incurred these will be borne by the Brotherhood. Save as aforesaid the Brotherhood will indemnify and save harmless the Corporation from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.

12. This Memorandum of Agreement is effective March 31, 1986 1.1 Agreement and May 1, 1981 1.2 Agreement, and shall remain in effect subject to 30 days notice in writing from all signatories of either party of desire to cancel it. If this Memorandum of Agreement is cancelled the provisions of the Memorandum of Agreement signed at Montreal, Quebec, February 11, 1971, in respect of the payment of union dues as a condition of continued preference of employment with the railway Corporation will automatically apply as from the first calendar day of the month following the expiration of the 30 days notice referred to in the first sentence of this item.

Signed at Montreal, Quebec, this 8th day of January 1986.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

(Sgd.) D.C. Fraleigh
Assistant Vice-President
Labour Relations

(Sgd.) P.M. Mandziak
General Chairman

(Sgd.) Gilles Thibodeau
General Chairman

* Now Article 200

Signed at Edmonton, Alberta, this 31 day of March 1981

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

(Sgd) : Ray St. Pierre
For : Vice President
Mountain Region

(sgd) : John Ball
General Chairman

(sgd) :
For Vice-President
Prairie Region

(sgd) :
For : Vice-President
Labour Relations

SECTION 7
West - Addenda

**Memoranda of Agreement
Letters of Understanding
And Company Letters**

Addendum 100
Letter in Reference to Yards Parked

June 26, 2001

Mr. Dan Shewchuk
General Chairman
Brotherhood of Locomotive Engineers
No.2 – 3012 Louise Street
Saskatoon, Saskatchewan, S7J 3L8

Dear Sir:

RE: YARDS

Further to our discussions, this letter will confirm our agreement reached regarding the yards in the West.

In the re-write of Collective Agreement 1.2 the issue of including the yard provisions in the new collective agreement arose. There are no regular yard assignments in the Western region of the Corporation although a yard crew is occasionally called to move equipment between the Winnipeg Maintenance Centre and Winnipeg Station.

The Corporation recommended the shelving of the yard provisions and have any yard/transfer work performed by Locomotive Engineers at the road rate of pay. The Brotherhood expressed the concern that this change might result in a reduction of earnings for Locomotive Engineers called to perform this work given that a basic day in the yard is established as 8 hours, although at a lower rate of pay.

In order to address this concern the Corporation and the Brotherhood have agreed that Locomotive Engineers called to perform yard/ transfer work in the Western region of the Corporation will be paid a minimum call of 6 hours at the road rate to perform this work. In return, all yard provisions in Collective Agreement 1.2 will not be included in the new 1.4 Collective Agreement. They can be included in the Collective Agreement upon 60 days notice under the terms of the Consolidation Agreement set out as Addendum 16 in Collective Agreement 1.4.

If the yard provisions are subsequently included in the Collective Agreement applicable to the Western region of the Corporation, this agreement is cancelled and no longer in force.

If this letter accurately reflects your understanding of the agreement reached, kindly sign two copies and return one fully executed copy to our offices for our files.

Yours very truly,

Bannon E. Woods
Director Labour Relations

I CONCUR:

Dan Shewchuk
General Chairman

Addendum 101
Use of Train Radios
Transportation and Maintenance

Montreal, 1 June 1967

Mr. C.T. Cameron, General Manager, Moncton
General Manager, Montreal
Mr. K.E. Hunt, General Manager, Toronto
Mr. A. Skinner, General Manager, Winnipeg
Mr. W.D. Piggott, General Manager, Edmonton

With Regard to the Use of Train Radio.

Complaints have been registered by locomotive engineers particularly those in yard service that people calling them on the radio show little appreciation for their work. It is claimed that the person calling the engine expects an immediate response to his call. In other cases the locomotive engineers are expected to contact the yard foreman at once or to copy for, or to relay to him long involved instructions while at the same time continuing the work of running the engine.

Everyone, of course, appreciates that a locomotive engineer's first responsibility is the safe operation of his engine and that there are times when it is not practical for him to answer his radio immediately when he is called; also, that it is difficult to give his attention simultaneously to instructions coming over the radio and to the response expected of him by the yardmen who are giving him signals and so on.

We do not want to place unnecessary restrictions upon the use of the radio. On the other hand, we do not want to abuse its use to the extent that people reject it as a nuisance. Therefore, it would appear advisable that from time to time we monitor the conversations on the radio to ensure good discipline being maintained in our communications.

The above complaint was registered in the course of contract negotiations with the B.L.E representatives. Because of this complaint the employee representatives wanted, in addition to extra pay, the Corporation to spell out the locomotive engineer's specific duties with regard to the use of the radio. We are rejecting this demand but to maintain our position it is important that supervisors issuing instructions by radio continue to show understanding of the locomotive engineer's problem.

(Sgd.) J.H. Spicer
Assistant Vice-President

Addendum102
Spare Board Recall

CANADIAN NATIONAL RAILWAY COMPANY
VIA RAIL CANADA

March 11, 1991

Mr. W.A. Wright
Acting General Chairman,
Brotherhood of Locomotive Engineers
622 Tranquille Road
Suite 2
Kamloops, B.C.
V2B 3H6

Dear Mr. Wright:

This is further to our recent discussions in connection with the Memorandum of Agreement dated June 4, 1987, which governs the inter-Corporation transfer of employees between CN and VIA Rail. Our discussions specifically concerned the application of Items 4(b) and 5(c) of the Memorandum, as they related to the recall rights of locomotive engineers who have returned to CN under the provisions of Item 5(b).

The Brotherhood indicated it was seeking a clarification of these provisions, particularly in circumstances where an additional locomotive engineer is to be assigned at VIA as a result of a board adjustment.

In order to clarify the matter, the parties have agreed that when an additional locomotive engineer is required on a VIA spare board, and an employee holds a recall right as a result of having been reduced from that spare board, then such employee will be recalled. Consequently, in such instances, there will be no need to issue a bulletin under Item 4 of the Transfer Agreement.

We trust the foregoing adequately addresses the Brotherhood's concerns.

Yours truly,

(sgd) M. Delgreco

Director, Labour Relations
Canadian National Railways

(sgd)

Department Director,
Labour Relations
VIA Rail Canada Inc.

occ Mr. J.D. Pickle

Mr. G. Halle

NOTE : Notwithstanding that we believe the foregoing reflects the intention of the parties when the Transfer Agreement was negotiated, we are prepared to continue the existing practice as concerns employees under Agreement 1.1 who have recall rights to VIA.

Addendum 103 Responsibility When Training Student

11 December 1972

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Suite 202-12418-118th Avenue
Edmonton, Alberta

Mr. E.J. Davies
General Chairman
Brotherhood of Locomotive Engineers
118 St. George St.
St. Thomas, Ontario

Mr. D. E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
Room 1412 - 1255 University Street
Montreal, P.Q.

Dear Sirs:

During our meeting in Montreal on 23 November, I agreed to write you clarifying Section B of the Memorandum of Agreement signed *24 November 1972 covering the responsibility of a locomotive engineer in case of accident or mishap while the engine was being operated by a student engineer.

A locomotive engineer is expected to counsel and supervise the student in the handling of a locomotive and/or train and the observance of operating rules, timetables, special instructions and regulations to ensure safe operation. Should an accident or mishap occur as a consequence of the students action, no responsibility will be attached to the engineer if there is evidence that he took all reasonable and practical action to prevent the accident or mishap.

I trust the foregoing will provide the clarification you require.

Yours sincerely,

R. A. Walker
for Chief of
Transportation

NOTE: Memorandum of Agreement dated "24 November 1972" re Training has been revised and is now dated 26 February 1974 in current agreement. (Addendum 107)

Addendum 104

Selecting Locomotive Engineer Trainees

Canadian National Railways
10004-104 Avenue
Edmonton, Alberta
T5J OK2

19 October 1973
File: 8301-8

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
202-12418-118 Avenue
Edmonton, Alberta
T5L 2K4

Mr. H.R. Burnett
General Chairman
United Transportation Union (T)
610 Broadway Avenue
Winnipeg, Manitoba
R3C 0W8

Dear Sirs:

This refers to our discussions concerning the application of Item 2 of the Memorandum of Agreement signed at Winnipeg, Manitoba, February 15, 1972, between the Corporation and the U.T.U. (T), Prairie and Mountain Regions. Item 2 provides the conditions which apply when employees selected from the ranks of Conductors and Yard Foremen are used as a source of applicants for training as locomotive engineers.

During our discussions, it was understood that to overcome certain problems which have developed due to different seniority district boundaries applicable to locomotive engineers and trainmen, the following arrangements would apply when selecting employees for future classes:

1. Employees stationed at Edmonton, Mirror, Calgary or Hanna and terminals to the West of these points will be given prior consideration for training on the Ninth Seniority District for locomotive engineers and when qualified as locomotive engineers, will be placed on said seniority district;

2. Employees stationed at Biggar or North Battleford and terminals to the East of these points will be given prior consideration for training on the Seventh Seniority District for locomotive engineers and when qualified as locomotive engineer will be placed on said seniority district.

In addition, it was also understood that employees qualified as locomotive engineers would not be permitted to transfer between Seniority Districts 7 and 9 for service as locomotive engineer except under the provision of Article *105 - supplying Shortage, of the collective agreement applicable to locomotive engineers on the Prairie and Mountain Regions.

Would you please indicate your concurrence to the foregoing by signing this letter in the space provided.

Yours truly,

(Sgd.) W.S. Mason
for Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd.) A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers

(Sgd.) H.R. Burnett
General Chairman
United Transportation Union (T)
*Now Article 105 in current agreement.

Addendum 105
Allotting Vacation on Preponderance of Service (E.S.B.'s)

MEMORANDUM OF AGREEMENT with respect to basis of granting annual vacations to locomotive engineers and engine service brakemen, Prairie and Mountain Regions, who perform service in both occupational classifications during the preceding calendar year.

Effective January 1, 1974, it is agreed that employees who, in the application of Seniority rules, are required to perform service, part as a locomotive engineer and part as a Conductor, Brakeman or Yardman, will be allotted vacation period on a six-month basis, i.e.; if the preponderance of work in the previous year was performed as a Conductor, Brakeman or Yardman, the employee would be granted vacation date(s) on the appropriate Conductor's, Brakeman's or Yardman's vacation list; if the preponderance of work in the previous year was performed as a locomotive engineer then the employee would be granted vacation date(s) on the locomotive engineer's vacation list.

Disputes from individual employees, arising from this arrangement are to be settled by the proper Officer of the Corporation and the Local Chairman concerned.

The Memorandum of Agreement is subject to cancellation on 30 days notice in writing from any of the signatories hereto.

Signed at Montreal, Quebec, this 14th day of February 1974.

FOR THE EMPLOYEES:
(Sgd.) A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers

FOR THE COMPANY:
(Sgd) W.S.Mason
for Assistant
Vice-President, Labour Relations

(Sgd) H.R. Burnett
General Chairman
United Transportation Union (T)

Addendum 106 Training Agreement

Canadian National Railway Company Prairie and Mountain Regions excluding the Great Slave Lake Branch

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED THAT effective March 22, 1974, the following conditions will apply with respect to the training and qualification of employees in training to be a locomotive engineer.

A. Initial Observation and Demonstration Tours of Duty:

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

B. Subsequent Tours of Duty:

1. When the employee in training is in possession of a temporary operating certificate issued by the appropriate Officer of the Corporation he may be required to perform additional tours of duty to gain further experience.
2. During such tours the employee in training will be permitted to operate the locomotive and/or train under the direction and at the discretion of the locomotive engineer.
3. During such tours the locomotive engineer will provide such advice, counsel and supervision as may be required to ensure the safe operation of the locomotive and/or train and to assist the employee in training in the improvement of his skill and competence.

4. When during such tours, the employee in training assumes control of the locomotive and/or train, the locomotive engineer will have his responsibilities relaxed to the extent that he will not be held responsible for rough handling or damaged drawbars; he will, however, continue to be held responsible for the observance of operating rules, timetable special instructions and related regulations
5. The locomotive engineer will be required to complete progress reports on the employee in training as may be directed by the Corporation. Incompetence, lack of judgement or other detrimental traits or attitudes will be reported. The responsibility for certifying an employee in training as a qualified locomotive engineer shall be that of an engine service supervisor who has an engine service background.

C. Final Qualification Tours of Duty:

1. When an employee in training is required to demonstrate his final qualification as a locomotive engineer, such tours of duty will be under the personal direction of an engine service supervisor who has an engine service background.
2. During a qualification tour the employee in training will be permitted to assume control of the locomotive and/or train for the entire tour of duty to permit such employee to demonstrate the level of knowledge and competence that he has acquired.
3. When an employee in training assumes control of the locomotive and/or train, under the provisions of this Section C, it is understood that the supervisor assumes responsibility. The responsibility of the regular locomotive engineer will then be confined in the observance of operating rules, timetable special instructions and related regulations.

D. Trainer Allowance to locomotive engineer:

A locomotive engineer who, during a tour of duty, is required to assist in the training as outlined in the foregoing Sections A, B and C, shall be paid the following amount in addition to his other earnings for such tour of duty:

Effective

| | | |
|-----------------|-----------------|-------------------------------------|
| January 1, 2003 | October 1, 2003 | |
| \$29.86 | \$30.16 | Less than 4 hours, per tour of duty |
| \$31.01 | \$31.32 | More than 4 hours, per tour of duty |

And 5 cents per mile for each mile in excess of 225

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

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

1. When an engine service brakeman who is not assigned to the locomotive engineers' working list rides the locomotive in the performance of his duties, such employee will perform the duties required of him as a member of the train crew and will assist the locomotive engineer in engine service duties as required.
2. It is expected that locomotive engineers will, at their discretion, permit engine service brakemen to operate the locomotive and/or train during the tour of duty to maintain and further improve their level of skill and competence. In such circumstances, the locomotive engineer will have his responsibilities relaxed to the extent that he will not be held responsible for rough handling or damaged drawbars; he will, however, continue to be held responsible for the observance of operating rules, timetable special instructions and related regulations.

Signed at Edmonton, Alberta, this 26th day of February 1974.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

(Sgd.) W.S. Mason
for Vice-President
Labour Relations

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS

(Sgd.) A.J. Speare
General Chairman

Addendum 107
Reports on Locomotive Engineer Trainees

Canadian National Railway Company

Montreal, February 26, 1974

Mr. J.H. Spicer
Vice-President
Edmonton, Alberta

Mr. A.R. Williams
Vice-President
Winnipeg, Manitoba

One of the proposals served on the Corporation by the Brotherhood of Locomotive Engineers in recent contract negotiations was that a photostatic copy of all progress reports on employees in training as locomotive engineers be submitted to the General Chairman.

During negotiations this demand was withdrawn by the Brotherhood on the basis of a Corporation commitment which would permit the General Chairman to review and discuss such individual progress reports with the appropriate Corporation Officer - either the District Manager, Regional Master Mechanic, or their delegates.

Would you therefore please ensure that full co-operation is extended to the General Chairman in applying this commitment.

J.L. Cann
for Assistant Vice-President
Operations and Maintenance

CC: Mr. A.J. Speare
General Chairman
B.L.E.
Edmonton, Alberta

Addendum 108 Vacation Pay Calculation

21 August 1974

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. J. B. Adair
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Gentlemen:

As you are aware, the calculation of compensation for vacation purposes is based on a percentage of the gross wages of an employee during the preceding calendar year, i.e., the period from January 1 to December 31 inclusive.

For purposes of reporting T-4 earnings in respect of employees, the calendar year has been defined as the dates encompassed by the regular 26 payroll periods. As an example, in 1974, the calendar year in respect of T-4 slips will reflect earnings from December 28, 1973 to December 26, 1974 inclusive.

The difference between earnings as reported on T-4 slips and the earnings used for calculating vacation pay has been a source of confusion over the years. We are proposing therefore that, effective January 1, 1975, the calendar year's earnings for purposes of calculating vacation pay reflect gross wages reported on T-4 slips as "Total Earnings Before Deductions Less Taxable Allowances and Benefits". We believe this would benefit employees in that they will be able readily to project their vacation pay entitlement. It will at the same time reduce the administrative burden on the Corporation.

If this arrangement is satisfactory to you, please indicate your concurrence by signing in the space provided below.

Initially, all copies of this letter will be sent to Mr. McAvoy. Would he please sign and forward them to Mr. Adair for his signature. Would Mr. Adair then sign the copies and forward them to Mr. Speare for his signature.

Once all the copies have been completed, would Mr. Speare please return one copy each to Messrs. McAvoy and Adair, retaining one copy for his file and sending the remaining two copies to this office.

Yours truly,

S.T. Cooke
Assistant Vice-President
Labour Relations

I CONCUR:

D.E. McAvoy
General Chairman

I CONCUR:

J.B. Adair
General Chairman

I CONCUR

A.J. Speare
General Chairman

Addendum 109
Declaring Home Station for E.S.B.'s
on Completion of Training

Montreal, Quebec
July 9, 1975

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Suite 202
12418 - 118th Avenue
Edmonton, Alberta

Dear Mr. Speare:

This has reference to our exchange of correspondence and telephone discussions on Thursday, July 3, 1975 concerning the question of how an employee who successfully completes the locomotive engineer training program establishes a home station as locomotive engineer. Agreement 1.2 generally provides how a locomotive engineer changes his home station but is silent in regard to establishing a home station.

As discussed on July 3, we are prepared to agree that effective August 1, 1975 an employee who successfully completes the locomotive engineer training program will declare a home station as locomotive engineer for promotion and recall purposes as follows:

1. Except as otherwise provided in Items 2 or 3 below, the home station as locomotive engineer for a newly-qualified locomotive engineer will be the station last worked in train service, immediately prior to selection to the training program.
2. A student from a location which has a surplus of locomotive engineers will be permitted to declare as his home station a station where there is a shortage of locomotive engineers.
3. A student who, when selected, was working temporarily out of a station other than his regular station or where his family resides will be permitted to declare as his home station his regular station or where his family resides.

It is understood, of course, that in the application of the foregoing the station to which the employee declares must be a home station on the seniority district for locomotive engineers on which such employee has established seniority as locomotive engineer.

When selecting a home station as locomotive engineer the employee will make such declaration in writing with a copy to the local chairman of the B.L.E. and the local Corporation Officer at the location for which declaring.

If you agree with the foregoing understanding would you please so signify by signing the attached four duplicates of this letter and return them to this office for completion by the Corporation.

For your information, an identical letter of understanding to this one is being forwarded to Messrs. J.B. Adair and D.E. McAvoy for their signature if they concur.

Yours truly,

W. Mason
Manager
Labour Relations

I CONCUR:

A.J. Speare
General Chairman

Addendum 110
Picking Up And Setting Out Diesel Units En Route

Montreal, Quebec
April 28, 1978

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Gentlemen:

During the current round of negotiations, the Brotherhood submitted, as Item 6, of their Appendix "C", a proposal to eliminate Paragraph 5 of Article 118 of Agreement 1.1 and *Article 117 of Agreement 1.2 dealing with picking up and setting out diesel units en route which states: "The provisions of this Article are not to result in duplicate payment".

During the discussion of this proposal, it was apparent that there was a difference of understanding between the parties as to the application and actual results of the application of Articles *117 and 118.

You will recall that the provisions of Articles 118 and *117 were negotiated as part of the 1973 round of negotiations as a result of a Brotherhood's proposal that locomotive engineers be provided additional payment for performing these duties. The Brotherhood at that time claimed that this was additional work, which the locomotive engineers had not in the past been required to perform as frequently. Also, in most cases because of the dual basis of payment, they were not receiving any additional compensation for the time spent picking up or setting out units when the employee was paid for the trip on a mileage basis. The Corporation responded to the Brotherhood's proposal by agreeing to pay an allowance with the proviso that payment of such allowance in combination with the application of other provisions of the collective agreement would not result in the locomotive engineers being paid twice for the time so spent.

The Corporation still holds the view that there is no justification for the elimination of the provisions in question and for that reason has declined the Brotherhood's proposal to delete Paragraph 5 of the stated provisions. However, we have agreed to clarify the application of Articles *117 and 118 to ensure that the employees receive full benefit consistent with the intent of the provisions. In this respect, the underlying intent of the rule is to pay the allowance of 30 minutes for performing those duties described in the Articles, in situations where in the absence of such a rule, the employees would not receive additional payment even though the time spent may in certain circumstances be less than or more than 30 minutes. In other words, the allowance is to be considered as an arbitrary allowance.

For instance under Agreement 1.1, an employee who performed the duties identified in Article 118 and was qualified for such would be paid the allowance for 30 minutes for the time so spent. This time having been paid for under Article 118 could not again be used to claim payment under the conversion rule (Article 21), nor to calculate time to be paid at overtime unless in the application of these other provisions the inclusion of the time spent in picking up and setting out of units would yield a higher amount for the entire trip, in which event the locomotive engineer would not claim payment under Article 118.

The same principle applies under Agreement 1.2 with respect to Article *117 in relation to **Articles 17, 18 and 20 Overtime Provisions.

By way of example, we cite situations under the various provisions referred to.

Examples involving the Conversion Rule under Agreements 1.1 and 1.2

Examples assume 40 minutes of switching en route converts entire trip to wayfreight rates.

- A. Locomotive engineer operates between points A and C. At point B, the crew switches 15 minutes payable under conversion rule and spends 20 minutes setting off units (not involving switching).

Payment: 15 minutes switching paid at wayfreight rates (conversion rule);
30 minutes at through freight rates paid for setting off units.

- B. Locomotive engineer operates between points A and D. At point B, the crew switches 30 minutes payable under conversion rule and at point C spends 20 minutes setting off units (involving switching qualifying under conversion rule).

Payment: 30 minutes switching paid at wayfreight rates (conversion rule);
30 minutes at through freight rates paid for setting off units.

- C. Locomotive engineer operates between points A and D. At point B, the crew switches 50 minutes payable under conversion rule. At point C, the crew spends 40 minutes picking up units.

Payment: entire trip at wayfreight rates;
30 minutes at through freight rates paid for picking up units.

Examples involving the Application of Articles 17 and 18 of Agreement 1.2**

- A. Locomotive engineer operates between points A and C. At point B, the crew switches 15 minutes payable under Article 17 or 18 and spends 20 minutes setting off units (not involving switching).

Payment: 15 minutes switching (applicable rate);
30 minutes at through freight rates paid for setting off units.

- B. Locomotive engineer operates between points A and D. At point B, the crew switches 30 minutes payable under Article 17 or 18 and at point C spends 20 minutes setting off units (not involving switching).

Payment: 30 minutes switching (applicable rate);
30 minutes at through freight rates for setting off units.

Examples involving Overtime Provisions

- A. Locomotive engineer operates between points A and C. At point B, the crew spends 15 minutes setting off a unit. Total time on duty for the trip from outer switch is 9 hours 30 minutes (including time setting off unit). Total miles run: 105

Payment: 8 hours straight time rates;
1 hour 15 minutes at overtime rates (1 hour 30 minutes less 15 minutes setting off units);
30 minutes for setting off units.

- B. Locomotive engineer operates between points A and C. At point B, the crew spends 30 minutes picking up units. Total time on duty from outer switch is 9 hours 30 minutes (including time picking up units). Total miles run: 105.

Payment: 8 hours at straight time rates;
1 hour 30 minutes at overtime rates.

Will you please signify your concurrence to the foregoing understanding by signing this letter in the space provided below.

Yours truly,

D.C. Fraleigh
for Assistant Vice-President
Labour Relations

I CONCUR:

A.J. Speare
General Chairman

D.E. McAvoy
General Chairman

J.B. Adair
General Chairman

*Now Article 10 in current agreement

**Now Parked Articles 15, 16 and 18

Addendum 111
Protecting Service Re: Transportation Arrangements

April 28, 1978

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Dear Mr. Speare:

During the recent negotiations respecting the "Regional Items" for inclusion in the contract renewal of Agreement 1.2, the Brotherhood requested certain changes to the Protecting Service provisions contained in Article 59*. It developed through our discussions on this item that the Brotherhood was seeking a commitment from the Corporation that locomotive engineers who protect service at shortage locations would be afforded transportation arrangements to their home location upon release and when off for miles with no less consideration than was extended for their original movement to such shortage locations.

We agreed as settlement of this item that Transportation Officers will, as far as practicable, provide suitable transportation to enable locomotive engineers who are protecting service to return to their home location in an expeditious manner when off for miles or when released.

Yours truly,

G.W. Scott
for Vice-President
Mountain Region

J.D. Hedley
for Vice-President
Prairie Region

* Now Article 105

Addendum 112

Expenses for Lodging and Meals

28 April 1978

Mr. R.B. Ferrier, General Supt. Transpnt. Moncton
Mr. J.M. Beaulieu, General Supt. Transpnt. Montreal
Mr. A.A. Smail, General Supt. Transpnt. Toronto
Mr. J.A. Clark, General Supt. Transpnt. Winnipeg
Mr. W.R. Stephenson, General Supt. Transpnt. Edmonton

Item 8 of Appendix "C" of the Brotherhood of Locomotive Engineers' notice with respect to the current round of national negotiations reads as follows:

Provide payment of \$8.00 for daily meal allowance, where such meals are not provided by the Corporation or at Corporation expense.

During discussions on this Item, the Brotherhood described certain undesirable situations in work train service which they felt required rectification. They identified certain situations where the locomotive engineer called for work train service and is told that living and cooking facilities such as a bunk car will be supplied only to find when reporting for duty that such equipment is not being supplied.

Consequently, he has to use motel or hotel accommodation where cooking facilities are usually not available. In many cases, the end result in such situations is that the food which the employee has brought with him is spoiled. As a result, the employee incurs additional expense for meals. In other cases, the reverse situation occurs. In these instances, a locomotive engineer is told he will not be supplied a bunk car and, therefore, brings no victuals and upon arrival he finds that a bunk car has been made available and as a consequence has to make the necessary arrangements to use it.

As a matter of practice, locomotive engineers should be advised at the time they are called for work train service whether or not bunk car accommodation will be supplied. In the future, should a locomotive engineer not be supplied a bunk car after having been advised one would be furnished or should the car supplied be inoperative, the Corporation will defray any additional expense incurred by the employee as a result thereof. This could involve actual reasonable expenses incurred for lodging and/or meals with a maximum for meals of \$14.00 per day.

Please be guided accordingly.

(Sgd.) R.A. Walker
Chief of Transportation

c.c. Mr. A.J. Speare
General Chairman, BLE
Edmonton

* Effective January 22, 1986 revised to read \$14.00 per day

Addendum 113 Emergency Defined

28 April 1978

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Dear Mr. Speare:

During the current round of negotiations, the Brotherhood submitted the following "Regional Item" for inclusion in the contract renewal of Agreement 1.2:

Item No. R.65 that a definition of an "emergency" situation be put in our Collective Agreement.

The word "emergency" describing a situation appears in at least two places in Agreement 1.2. *Article 57 permits the Corporation to give less than a 2-hour call in cases of emergency. And **Article 82 likewise allows less than 4-hour notice of cancellation without penalty "in emergencies".

It is generally accepted that an emergency describes an occurrence requiring immediate action. Examples of the term "emergency" as referred to in Articles 57 and 82 can be categorized as:

1. Accident;
2. Engine Failure;
3. Washout;
4. Line Blockage.

To allay the concerns expressed by your committee, you have our assurance that errors in judgement or poor management will not be described as an emergency and will not be considered as such.

Yours truly,

G. Scott
for Vice-President
Mountain Region

J.D. Hedley
for Vice-President
Prairie Region

*Now Article 110 in current agreement / **Now Article 151 in current agreement

Addendum 114 New Discipline Program

CANADIAN NATIONAL RAILWAY COMPANY

Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, the Brotherhood of Locomotive Engineers, and the United Transportation Union.

IT IS AGREED that effective May 15, 1979 the Memorandum of Agreement signed at Montreal, Quebec, January 3, 1979 concerning the suspension of Article 86* of Agreement 1.2, Article 17 of Agreement 4.2 and Article 117 of Agreement 4.3 for a period of one year and the procedures outlined therein applying to Winnipeg Terminal on the following is substituted therefor:

Effective May 15, 1979 Article 86* of Agreement 1.2, Article 113 of Agreement 2.3, Article 17 of Agreement 4.2 and Article 117 of Agreement 4.3 are suspended and the procedures outlined herein will apply over the Prairie and Mountain Regions as follows:

Prairie Region

Winnipeg Terminal: Locomotive engineers, firemen/helpers, hostlers, working within limits as outlined in Article 60.4 of Agreement 1.2 and Article 94.5 of Agreement 2.3. All trainmen, locomotive engineers and Firemen/Helpers operating in road service out of the home terminal of Winnipeg.

Application of this Memorandum of Agreement may be expanded to include other terminals or territories as mutually agreed between the appropriate Officer of the Corporation and the General Chairmen signatory hereto.

Mountain Region

Jasper: Locomotive engineers, firemen/helpers, hostlers and trainmen home terminalled Jasper.

Application of this Memorandum of Agreement may be expanded to include other terminals or territories as mutually agreed between the appropriate officer of the Corporation and the General Chairmen signatory hereto.

I. INFORMAL INVESTIGATION

- (A) Subject to the provisions of Item (A) (ii) of Section II hereof, minor incidents will be handled without the necessity of a formal investigation.

- (B) Such incidents will be investigated as quickly as possible by a proper Officer(s) of the Corporation and subsequently reviewed with the employee(s) concerned.
- (C) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 20 calendar days from the date the incident is reviewed with the employee except as otherwise mutually agreed. No discipline will apply if discipline is not assessed within 20 calendar days from the date the incident is reviewed with the employee, however, when a Corporation Officer requests an extension in time limits, such extension shall not be unreasonably withheld.

In addition, should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service.

- (D) From the time of notification of the conclusions reached by the Corporation, or the discipline assessed, the employee will advise the proper Officer of the Corporation within 20 calendar days of receipt of such notification:
 - (i) That he accepts the conclusions reached by the Corporation and the discipline assessed; or
 - (ii) That he is not in accord with the conclusions reached by the Corporation and requests a formal investigation under the procedures set forth in Section II hereof; or
 - (iii) That he accepts the conclusions reached by the Corporation but may initiate an appeal of the discipline in accordance with the grievance procedure of the respective collective agreements.

II. FORMAL INVESTIGATION

- (A) A formal investigation will be held:
 - (i) In the case of an employee committing an alleged dismissible offence;
 - (ii) When an employee is alleged to have committed a minor offence where the seriousness of such offence might warrant discipline to the extent that when added to his current record could result in discharge for accumulation of demerit marks;
 - (iii) When an employee is alleged to have been involved in a major incident;

- (iv) When an employee is involved in an incident where the need for information and appropriate documentation is required by order, regulation or Corporation requirements.
- (B) If required to attend a formal investigation, the employee will be properly notified in writing, which will outline the incident under investigation, and given at least 48 hours notice.
- (C) Layover time will be used as far as practicable.
- (D) The employee may have an accredited representative appear with him at the investigation. At the outset of the investigation the employee will be provided with a copy of all written evidence as well as any oral evidence which has been recorded and has bearing on his responsibility. The employee and his accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Corporation Officers where necessary) whose evidence may have bearing on his responsibility. The questions and answers will be recorded and the employee and his accredited representative will be furnished with a copy of the statement.
- (E) If corrective disciplinary action is to be taken, the employee will be so notified in writing of the Corporation's decision within 20 calendar days from the completion of the employee's statement unless as otherwise mutually agreed. Such notification will be given at the same time or after the employee has been personally interviewed by the appropriate Corporation Officer(s) unless the employee is otherwise unavailable. No discipline will apply if discipline is not assessed within 20 calendar days from the completion of the employee's statement, however, when a Corporation Officer requests an extension in time limits, such extension shall not be unreasonably withheld.

In addition should employees be absent from service on the last day for the Corporation to render a decision, such as due to vacation, illness, etc., the time limits will be automatically extended by seven calendar days beyond the date the employee returns to service

- (F) Employees will not be held out of service pending investigation unless:
 - (i) The circumstances of the incident are such that there is reason to believe that the employee's continued performance on the job could constitute a hazard to himself, other persons or the operations;
 - (ii) The offence with which charged is of a nature which could result in suspension or dismissal;
 - (iii) It is essential to carrying out the investigation.

- (G) Employees who are held out of service while under investigation, except in cases where the offence with which charged is of a nature which results in suspension or dismissal, will be paid for any loss of regular earnings. Suspension or dismissal will commence from the date the employee is removed from service.
 - (H) The investigating officer will be an individual who is in the best position to develop all of the relevant facts provided he is not emotionally involved with the incident, except as mutually agreed.
 - (I) In determining corrective action, only the employee's discipline record of the last five years prior to the incident under investigation will be considered.
 - (J) An appeal against discipline assessed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, a locomotive engineer losing time will be paid for time lost as follows, less any amount earned in other employment:
 - (i) For an employee assigned to a regular position in yard service at the time discipline was assessed, five days straight time pay, including shift differential when applicable, for each week of seven calendar days. Portions of weeks to be paid on a proportional basis.
 - (ii) For an employee in road service including on the spare board 1/52 of his or her total earning during the 26 full pay periods immediately preceding the time discipline was assessed for each week of seven calendar days. Portions of weeks to be paid on a proportional basis.
- NOTE: When computing compensation in accordance with Item (ii) above, any pay period during which an employee was absent for seven consecutive days or more because of bona fide injury, sickness in respect of which he or she is in receipt of weekly indemnity benefits or authorized leave of absence together with his or her earning in that pay period, shall be subtracted from the 26 pay periods and total earnings. In such circumstances, compensation shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.
- (K) In the event an employee is required to travel to another location (not considered part of his home terminal) to attend an investigation and no responsibility is attached to the employee, he will be paid actual reasonable expenses associated with attending such investigation

III. This Memorandum of Agreement is subject to cancellation by any one of the signatory parties to the Agreement on thirty days' notice in writing to the other parties. If this Memorandum of Agreement is cancelled, the provisions of the various articles of the respective Collective Agreements referred to in the preamble of this Agreement will automatically apply as from the first calendar day following the expiration of the thirty days' notice referred to in the first sentence of this Item III.

Signed at Montreal, Quebec, this 10 day of May 1979.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

J.A. Clark
for Chief of Transportation

D.C. Fraleigh
for Assistant Vice-President
Labour Relations

FOR THE UNITED
TRANSPORTATION UNION:

L.H. Manchester
General Chairman

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

A.J. Speare
General Chairman

* Now Article 20 in Current Agreement

Addendum 115
Lost Time – Medical Examinations

Montreal, Quebec
May 13, 1982

Mr. J.B. Adair
Vice-President
Brotherhood of Locomotive Engineers
Ottawa, Ontario

Mr. G. Thibodeau
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. P.M. Mandziak
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. A.J. Ball
General Chairman
Brotherhood of Locomotive Engineers
Regina, Saskatchewan

Gentlemen:

During the 1976 round of negotiations, the Brotherhood requested that the Corporation clarify what payment an employee would receive if he had to lose time in order to undergo a medical examination.

During such discussions, the Brotherhood referred to instances where locomotive engineers required to undergo periodic medical examinations cannot do so without losing time because their off-duty hours did not correspond with the business hours of the medical examination facilities. An example cited was that a locomotive engineer assigned to a day shift in yard service with Saturday and Sunday as days off who has to undergo his periodic medical examination at a CN Medical Clinic. Because of the business hours of the clinic, such employee might have to lose time in order to undergo the examination.

The Corporation advised you that wherever practicable, an employee should take his periodic medical examination during his off-duty hours and in such cases, the provisions of Article 121 of Agreement 1.1* and Article 74 of Agreement 1.2** would apply.

However, the Corporation agreed that in situations where this could not be done, then an employee required to undergo a periodic medical examination on proper authority from the Corporation during on-duty hours will be paid pursuant to the provisions of Article 89 of Agreement 1.1* and Article 75 of Agreement 1.2**.

During these discussions, you also raised a situation where an employee, while in service, may be required by the Corporation to undergo medical examinations at other than the prescribed intervals for periodic medical examinations. An example cited related to an individual who, as a result of a diagnosis during a periodic medical examination, is required by the Corporation to undergo a medical examination, at more frequent intervals.

The Corporation stated that in such cases, an employee required to undergo such examination under proper authority from the Corporation during on-duty hours will be paid as outlined above.

During the 1978 round of negotiations, the Corporation agreed that any employee required to travel away from his home terminal to undergo medical examination with the proper authority of Corporation Officers will be allowed actual reasonable expenses under the principle of paragraph 89.4 of Agreement 1.1* and paragraph 75.4 of Agreement 1.2** whether or not he loses time.

Furthermore, effective May 21, 1982, an employee who is required to lose a tour or tours of duty when authorized to travel, for the purposes of his periodic medical, between his home terminal and the place where such medical is to be conducted, will be paid a basic day at the straight-time rate applicable to the class of service last performed for each tour of duty lost, provided he did not forego an opportunity to attend such medical locally.

Yours truly,

G.E. Morgan
for Vice-President
Labour Relations

* Now Articles 18, 19

** Now Articles 18, 19

Addendum 116 Duties at Final Terminal

Montreal, Quebec
May 21, 1982

Mr. P.M. Mandziak
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. G. Thibodeau
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. A.J. Ball
General Chairman
Brotherhood of Locomotive Engineers
Regina, Saskatchewan

Gentlemen:

During National Negotiations which culminated in the signing of the Memorandum of Settlement on March 17, 1982, the Brotherhood of Locomotive Engineers asked that we provide a letter clarifying the intent of Agreements 1.1 and 1.2, insofar as the work required of locomotive engineers and trainmen upon arrival at the final terminal of their trip where yard engines are not on duty.

During our discussions on the matter, you confirmed that you were not seeking to change accepted practices that presently exist but were concerned that at some locations Corporation Officers were requiring their members, after turning their train over to the outbound crew, to take another engine from the shop track and perform industrial switching.

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

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

Yours truly,

W.H. Morin
Vice-President
Labour Relations

Mr. J.B. Adair, Vice-President,
Brotherhood of Locomotive Engineers
Ottawa, Ontario

Addendum 117
Compensation for Performing Certain Work
In Connection with Tour of Duty

March 1, 1988

Mr. G. Halle
General Chairman
25 Place Marche Champlain
Suite 204
Quebec, Quebec G1K 4H7

Mr. P. Seagris
General Chairman
310-2265 Pembina Hwy.
Winnipeg, Manitoba
R3T SJ3

Mr. J. D. Pickle
General Chairman
559 Exmouth St.
Sarnia, Ontario
J7T 5P6

Gentlemen:

In response to certain proposals submitted by the Brotherhood during the current round of negotiations, there was some discussion concerning the matter of compensation for locomotive engineers who performed certain work in connection with their tour of duty.

It developed during our discussions that one of the Brotherhood's concerns related to locomotive engineers, who upon reporting for duty, are being required to switch out the locomotive for that tour of duty. In so doing, the locomotive engineers released hand brakes, air brakes and in some cases were required to also connect and disconnect various air hoses. The Brotherhood insisted that in such cases, locomotive engineers should be compensated over and above the payment for their normal tour of duty.

The Corporation informed the Brotherhood that in the examples cited, i.e. required to switch out a locomotive upon reporting for duty, compensation will be allowed in accordance with Section C of the letter appearing on pages 193-206 of Agreement 1.1* and Section C of Addendum 31 of Agreement 1.2*. In other words, these duties are considered as duties other than those delineated in Section B and therefore time so occupied will be paid.

The second concern advanced by the Brotherhood concerned situations where because of an absence of shop staff, locomotive engineers are being required to assemble their own consist and, in so doing, are required to obtain locomotives from various tracks within the yard.

The Corporation replied that situations of this type are, in all material respects, similar to those described above; i.e., where locomotive engineers are required to switch out their own locomotives. Therefore, in such instances, payment will be made in accordance with Section C of the applicable Memorandum or Addendum, as the case may be.

In the case of Agreement 1.1, this letter replaces the letter dated May 21, 1982 presently found on pages 354 (ak) to 354 (al).

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

CC: Messrs. R.A. Walker, Senior Vice-President, Edmonton
F.D. Campbell, Regional Vice-President, Winnipeg
A.E. Deegan, Regional Vice-President, Toronto
J.R. Lagace, Regional Vice-President, Montreal
M.E. Blackwell, Regional Vice-President, Moncton
D.H. Grant, Chief of Transportation, Montreal

* Now Addendum 4

Addendum 118
Resuming Duty after being off for Miles or Vacation

CANADIAN NATIONAL RAILWAY COMPANY
Prairie & Mountain Regions

MEMORANDUM OF AGREEMENT between The Brotherhood of Locomotive Engineers and The Canadian National Railway Company.

It IS AGREED THAT EFFECTIVE 1 March 1988, the following conditions will apply with respect to all locomotive engineers resuming duty.

In the application of paragraph 64.11 of Article 64, Agreement 1.2 a locomotive engineer's working month will commence and end at 0600 hours on the date set for that purpose.

In the application of Article 80 of Agreement 1.2, a locomotive engineer's annual vacation will commence and end at 0600 hours on the dates set for that purpose.

When, at the time of placement in accordance with paragraphs 1 and 2 above, a locomotive engineer's turn in pool service, is being manned under paragraphs 32.4, 32.8, 51.6 or Addendum No.14 of Agreement 1.2 such locomotive engineer will be placed first out.

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

Signed at Winnipeg, this 16th day of March 1988.

FOR: THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR: THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

(Sgd) O.W. Coughlin
for: Vice-president
Winnipeg

(Sgd) P. Seagris
General Chairman

(sgd) Keith G. Macdonald
for: Senior Vice-president
Western Canada

(Sgd) M. Delgreco
for: Assistant Vice-president
Labour Relations
Montreal

Addendum 119
Resuming Duty after being off for Miles or Vacation

July 7, 1993

Mr. Wayne A. Wright
General Chairman
Brotherhood of Locomotive Engineers
No. 2 – 3012 Louise Street
Saskatoon, Saskatchewan
S7J 3L8

Dear Mr. Wright

This is in reference to various discussions concerning the time of day that locomotive engineers resume duty after being off for miles or vacation.

As a consequence of mutual concerns of the appropriateness of the 0600 hours referred to in paragraph 1 and 2 of Addendum No. 62* of Agreement 1.2, it is agreed to amend the 0600 hours to read 0001 hours effective August 1, 1993.

Should either party wish to cancel this letter, they may do so upon 30 days notice in writing.

Please sign and return one copy of this letter for our records.

Yours truly

(sgd.) Ken Taylor

C.C. Muggeridge
Department Director
Labour Relations

I agree

(sgd.) Wayne A. Wright

W. Wright
General Chairman

*Now Addendum 118

SECTION 8
East - Addenda

**Memoranda of Agreement
Letters of Understanding
And Company Letters**

**Addendum 200
Halifax Closure Agreement**

VIA RAIL CANADA INC.

**MEMORANDUM OF AGREEMENT BETWEEN VIA RAIL CANADA INC.
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS CONCERNING THE
CLOSURE OF HALIFAX, N.S., AS A HOME TERMINAL**

Effective June 15, 1993, Halifax, N.S., will be closed as a home terminal and the work now performed by locomotive engineers at Halifax will be transferred to Moncton, N.B., subject to the following conditions:

1. For the purposes of this Memorandum of Agreement, the following are the employees adversely affected by the closure of Halifax:

| NAME | PIN |
|----------------|--------|
| E.W. Davenport | 990840 |
| G.R. Soublière | 991534 |
| K.D. Currie | 990930 |

2. An adversely affected employee may elect one of the following options:
 - I.(a) An employee who is at least 55 years of age and whose age and years of service total at least 85 will be entitled to a monthly separation allowance payable until age 65 (or time of death if earlier) which, when added to his Corporation pension, will give him an amount equal to the following percentage of average annual earnings over his best five-year period;

| 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 or less | 60% |

- (b) Eligible employees, as defined in Option I(a) may elect, in lieu of the monthly allowance, a lump sum payment which will be equal to the current value of such monthly separation allowance payment calculation on the basis of a discount rate of 10% per annum.
- (c) In the application of Option I(a), an eligible employee who was not a member of the Canadian National 1959 Pension Plan or who became a member of that Plan as a result of its re-opening in 1978, will receive the monthly separation allowance or the lump sum payment calculation on the assumption that he did belong to the Canadian National 1959 Pension Plan throughout his career. Such employee will receive the payments due him in accordance with Option I(a) or I(b), as the case may be, minus any

pension payments which would have been due had he been a member of the Canadian National 1959 Pension Plan.

(d) A monthly separation allowance shall cease upon the death of the employee.

II.(a) An employee who is at least 52 years of age and who will be eligible for early retirement under the Corporation's Pension Plan within three years, will be entitled to go on a Deferred Separation Plan. The following conditions will apply:

1. Such employee will be paid on the same bi-weekly basis as he was paid while on active service with the Corporation. Normal deductions covering pension, income tax, etc., will be made in the usual manner. It is understood that, in such situations, active employment is severed and the employee will not be entitled to future wage adjustments.
2. Such employee will be compensated on the basis of 65% of the basic weekly rate of pay of the position he held at the time he elected the provisions of this Clause II. However, he must exhaust all vacation entitlement prior to commencing to receive the 65% compensation.
3. Such employee will also be entitled to a separation in a lump sum payment calculated on the following formula:

| YEARS OF CUMULATIVE COMPENSATED SERVICE | NO. OF WEEKS AT BASIC WEEKLY RATE OF PAY |
|----------------------------------------------------|-----------------------------------------------------|
| 35 and over | 40 |
| 34 | 39 |
| 33 | 38 |
| 32 | 37 |
| 31 | 36 |
| 30 | 35 |
| 29 | 34 |
| 28 | 33 |
| 27 | 32 |
| 26 | 31 |
| 25 or less | 30 |

NOTE: This lump sum payment will not be considered earnings for pension calculation purposes.

4. While on the Deferred Pension Plan, the employee will accumulate credit for pension eligibility purposes.
- III. A Displacement Allowance of \$30,000. An employee electing this option may choose to receive a lump sum of \$30,000 or two payments of \$15,000 over a 13-month period.

- IV. Employees electing Option I or II shall:
- (a) Be entitled to have their group life insurance continued, fully paid up by the Corporation, until age 65, at which time they will be provided a paid-up life insurance policy, fully paid by the Corporation, in an amount equal to that in effect in the existing Collective Agreement.
 - (b) Be entitled to have their Extended Health Care benefits continued, fully paid by the Corporation, until age 65.
3. Territory "D" employees, other than those specified in Item 1, who are awarded an assignment on the initial bulletin and who relocate to Moncton, establishing their principal residence at Moncton, will be entitled to:
- (a) The relocation benefits provided in Article 25.8 and 25.9 of the Collective Agreement,
 - (b) If they are not home-owners and rent or lease unfurnished accommodation, claim the relocation benefits provided in Article 25.8 of the Collective Agreement, or in lieu thereof an amount of \$7,500.
4. Territory "D" employees relocating to Moncton on the initial bulletin will be entitled to accommodations supplied by the Corporation for a period of six months.
5. Territory "D" locomotive engineers who relocate to Moncton and who are later medically restricted, or are displaced as a result of seniority rules or other provisions in the Collective Agreement, will be entitled to the relocation benefits provided in Articles 25.8 and 25.9 of the Collective Agreement.

6. The regular Moncton-Halifax assignments will be crewed with four Territory “D” locomotive engineers and two Territory “F” locomotive engineers.
7. The adversely affected employees will have preference in the filling of Territory “D” assignments on the initial bulletin.
8. New runs or permanent vacancies on the Moncton-Halifax Territory “D” assignments will be first bulletined to locomotive engineers and those not working as such who hold seniority as locomotive engineers on Territory “D”, at both VIA Rail Canada Inc. and Canadian National Railway. There being no successful applicants, such new runs or permanent vacancies will then be bulletined to Territory “F” locomotive engineers and those not working as such, at both VIA Rail Canada Inc. and Canadian National Railway. When a Territory “D” assignment is awarded to a Territory “F” locomotive engineer, it will again be bulletined to Territory “D” locomotive engineers at each subsequent change of timetable.
9. Temporary vacancies of seven calendar days or less on Territory “D” assignments will be crewed by VIA spare board at Moncton. When the spare board is exhausted, locomotive engineers will be called, on a tour of duty basis, in the following sequence:

Locomotive engineers on the Territory concerned who have booked up for emergency work.

- (a) Locomotive engineers not working as such from the Territory concerned.
- (b) Locomotive engineers on the other Territory who have booked up for emergency work.
- (c) Locomotive engineers not working as such from the other Territory.

10. Temporary vacancies of seven calendar days or more on Territory "D" assignments, including the spare board, will be awarded in the following sequence:
 - (a) VIA Territory "D" locomotive engineers.
 - (b) VIA Territory "D" locomotive engineers not working as such.
 - (c) VIA Territory "F" locomotive engineers
 - (d) VIA Territory "F" locomotive engineers not working as such.

11. Territory "D" locomotive engineers will not accumulate seniority on Territory "F"; likewise, Territory "F" locomotive engineers will not accumulate seniority on Territory "D".

12. For mileage equalization purposes, no imbalance will be created by locomotive engineers working in accordance with the provisions of this Memorandum of Agreement.

13. A VIA spare board will be established at Moncton subject to the following conditions:
 - (a) The spare board will consist of a minimum of two Territory "F" locomotive engineers and one Territory "D" locomotive engineer. However, should there be a reduction in the number of regular assignments, e.g., as a result of a reduction in service, the parties will meet to arrange for any required adjustment in the spare board consist.

 - (b) Should the spare board require to be increased above the minimum, the Regional Director, Transportation, or his delegate, will discuss the matter with the Local Chairmen involved to determine to which Territory the additional assignment will belong.

- (c) The provisions of the Collective Agreement dealing with the adjusting of spare boards are suspended at Moncton.
- (d) Employees assigned to the spare board who are available for duty for an entire payroll period will be guaranteed for each such 14-day period \$2,127.80. This guaranteed amount will be altered to reflect any increase in rates of pay.
- (e) For each calendar day or portion thereof on which employees on the spare board are not available for duty or for each call missed, the guarantee shall be reduced by \$151.99. The amount of the guarantee to be reduced will be altered to reflect any increase in rates of pay.
- (f) Employees standing first-out in the spare board rotation at the calling time who make themselves unavailable or miss a call for vacancies for which called will be penalized as described in Item 13(e) above.
- (g) Employees who are not first-out in the spare board rotation at the calling time and who miss a call as a result of actions of those employees described in Item 13(f) above, will not be penalized as provided in Item 13(e), but will be placed at the bottom of the spare board, as of the calling time and, if more than one employee so misses a call or calls, in the same order in which called.
- (h) Employees who stand first-out and miss more than two 2-hour calls in the guarantee period will not be entitled to any guarantee unless such calls were missed for reasons satisfactory to the proper Officer of the Corporation.

- (i) Employees who, when assigned to the spare board, book rest in excess of 14 hours will have their guarantee reduced in accordance with the provisions of Item 13(e) above, except those employees who have been on a tour of duty away from their home terminal in excess of 24 hours, calculated from the time they report for duty at the home terminal until they are released from duty upon return to the home terminal, will have their guarantee reduced only if they book in excess of 16 hours rest.
 - (j) Employees entitled to the guarantee under the provisions of this Item 13 who are assigned to the spare board for only a portion of a guarantee period will be paid their full proportion of the guarantee prorated, according to the number of days the employees were on the spare board as related to the number of days in the guarantee period.
 - (k) In the calculation of guarantee payments provided under the provisions of this Item 13, all compensation paid to employees under the Collective Agreement during the guarantee period or portion thereof that the employees are assigned to the spare board, will be used to offset any such guarantee payments. Compensation earned outside the period of time the employees are assigned to the spare board will not be used to offset the guarantee payments.
 - (l) The provisions of this Item 13 will not be construed to mean that the earnings specified are the maximum which locomotive engineers will be permitted to earn.
14. Territory "D" locomotive engineers who are the successful applicants for assignments on the initial bulletin will be entitled to five trial trips to Campbellton and three trial trips to Saint John, prior to taking over their assignments at Moncton.

15. here shall be two separate vacation lists at Moncton: One for Territory "D" locomotive engineers and one for Territory "F" locomotive engineers.
16. In the event that a Territory "D" locomotive engineer who has relocated to Moncton can no longer perform or hold a position as locomotive engineer at Moncton, he shall have the right to exercise his seniority to CN, pursuant to the terms of the applicable collective agreement.

Signed at Montreal this 21st day of April 1993.

FOR THE BROTHERHOOD:

(sgd) B.E. Wood
B.E. Wood
General Chairman

FOR THE CORPORATION:

(sgd) C.C. Muggeridge
C.C. Muggeridge
Department Director,
Labour Relations

Addendum 201

Final Terminal Time at Toronto

CANADIAN NATIONAL RAILWAY COMPANY
Great Lakes Region

MEMORANDUM OF UNDERSTANDING between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company with respect to the application of Article 22* - Final Terminal Time – Toronto, Ontario.

The Memorandum of Understanding signed at Toronto, Ontario, 7 June 1973, with respect to the application of Article 22* – Final Terminal Time, Toronto, Ontario, is hereby cancelled and the following substituted therefor:

It is understood that Paragraphs 22.2*, 22.3*, 22.4** and 22.5** of Article 22* will be disregarded insofar as such paragraphs apply to locomotive engineers arriving at Toronto, Ontario, and the following will apply:

For trains destined to a yard within the former Toronto Terminals Division, and for trains destined to MacMillan Yard, Malport Yard, Brampton Intermodal Terminal Yard or the connecting track south of MacMillan Yard which set off at a yard within the former Toronto Terminals Division the words “designated switch” referred to in sub-paragraphs (a) and (b) of Paragraph 22.1* will be that point designated as one of the limits of the former Toronto Terminals Division and final terminal time will commence and road time and miles will end at the time the locomotive reaches such point.

Should a train be delayed behind another train similarly delayed at a designated point, final terminal time will be computed and road time and miles will end at the time the locomotive reached the point immediately behind the train delayed at the designated point.

Following are the points designating the boundaries of the former Toronto Terminals Division:

| | |
|---------|------------------------------|
| Mileage | 9.4 – Oakville Subdivision |
| Mileage | 8.2 – Weston Subdivision |
| Mileage | 9.0 – Newmarket Subdivision |
| Mileage | 323.5 – Kingston Subdivision |
| Mileage | 59.3 – Uxbridge Subdivision |
| Mileage | 5.4 – Bala Subdivision |

The “designated switches” at MacMillan Yard are:

| | |
|---------|---------------------------|
| Mileage | 25.2 – York Subdivision |
| Mileage | 00.0 – Halton Subdivision |

NOTE: Terminal time for trains operating into MacMillan Yard by way of the designated "S" yard lead, begins at Mileage 1.1 of the Halton Subdivision.

The "designated switches" for the connecting track south of MacMillan Yard are:

| | |
|---------|--------------------------|
| Mileage | 29.3 – York Subdivision |
| Mileage | 0.7 – Halton Subdivision |

The "designated switches" at Malport Yard are:

| | |
|---------|---------------------------|
| Mileage | 9.3 – Halton Subdivision |
| Mileage | 11.2 – Halton Subdivision |

The "designated switches" at Brampton Intermodal Terminal Yard are:

| | |
|---------|---------------------------|
| Mileage | 8.8 – Halton Subdivision |
| Mileage | 10.5 – Halton Subdivision |

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

Signed at Toronto, Ontario this 9th day of November 1979.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

P.M. Mandziak
General Chairman

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

M. Delgreco
for: Vice-President
Great Lakes Region

G.E. Morgan
For: Vice-President
Industrial Relations & Organization

* Article 22 now paragraphs 7.2, 7.3 of Article 7.

** Paragraphs 7.4 to 7.12 inclusive of Article 7 Parked.

Addendum 202
Payment for Side Trips on Regular Assignments
in Turnaround Service

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, Quebec, February 13, 1974

Mr. E.J. Davies, General Chairman,
Brotherhood of Locomotive Engineers,

Mr. D.E. McAvoy, General Chairman,
Brotherhood of Locomotive Engineers,

Gentlemen:

The Corporation is prepared to give effect to the following understanding in respect of locomotive engineers on the Atlantic, St. Lawrence and Great Lakes Regions (excluding the Newfoundland Area and Lines in the United States):

Locomotive engineers on regular assignments in turnaround service, who are required to make additional side trips for which they were not notified at time of call, will be paid the additional miles run on such side trips, provided it is not the type of service contemplated by Article 70 (now Article 18)*.

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

This letter of understanding is effective on March 8th, 1974 and may be cancelled upon thirty days notice in writing by either party to the other.

If you concur, would you please so indicate by signing below.

Yours truly,

W.S. Mason
For: Assistant Vice-President
Labour Relations

I CONCUR:

D.E. McAvoy
General Chairman
Brotherhood of L.E.

I CONCUR:

E.J. Davies
General Chairman
Brotherhood of L.E.

* Article 18 Parked

Addendum 203
Advice to Regularly Assigned Locomotive Engineers
Whose Trains are Running Late

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, Quebec, February 13, 1974

Mr. D.W. Blair, Vice-President, Moncton
Mr. J.F. Roberts, Vice-President, Montreal
Mr. W.D. Piggott, Vice-President, Toronto

As you know, the Brotherhood of Locomotive Engineers submitted a proposal in negotiations which requires the Corporation to pay a regular assigned locomotive engineer for all time held if his regular assigned train is operated late and set back more than four hours.

During our discussions on this proposal with the Brotherhood representatives, the General Chairman complained that locomotive engineers whose regular assignments are delayed and then set back from the normal departure time of the assignment are not as a general rule given sufficient information concerning the expected duration of the delay. The Brotherhood's prime objection was that this lack of information requires the assigned engineer to remain on stand-by for an indefinite period of time, and as a result he cannot leave the telephone for fear of missing a call for his assignment.

We informed the General Chairmen that we are not in agreement with their proposal, and at the same time we undertook to request each Region to make the necessary arrangements to provide as much information as is available concerning the anticipated duration of the delay so that the assigned engineer can judge himself accordingly.

The General Chairmen, however, alleged that in the absence of a rule with a penalty payment, their experience to date with similar letters was that they had no practical effect in remedying the situation because some line officers simply ignore the letters.

We have informed the General Chairmen that letters such as this are to be applied without reservation. We have also informed the General Chairmen that we expect that the assigned engineer for his part will keep in contact with the appropriate person to keep himself informed of the train's progress.

Would you please draw this to the attention of your line officers on your Region.

(sgd.) J.L. Cann
For Vice-President
Operations & Maintenance

c.c. Mr. E.J. Davies, General Chairman, Brotherhood of Locomotive Engineers
Mr. D.E. McAvoy, General Chairman, Brotherhood of Locomotive Engineers

Addendum 204
Inclusion of Malport Yard as One of a Series
of Yards Comprising Toronto Terminal

CANADIAN NATIONAL RAILWAY COMPANY
 Great Lakes Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers, effective 26 April 1971 with respect to the inclusion of Malport Yard as one of the series of yards comprising Toronto Terminal.

The Memorandum of Agreement signed at Toronto, Ontario, 27 August 1966, with respect to the inclusion of Toronto Yard as one of the series of yards comprising Toronto Terminal, is cancelled insofar as employees represented by the Brotherhood of Locomotive Engineers are concerned, and the following substituted therefor:

1. (a) Switching limits of Toronto Terminal are extended to include:

The Toronto Yard; the Newmarket Subdivision to Mileage 15.0; the Bala Subdivision to Mileage 17.0; the York Subdivision between Doncaster (Mileage 18.4, the junction with the Bala Subdivision) and Toronto Yard; the Halton Subdivision between Toronto Yard and Mileage 15.6; and the Weston Subdivision to Mileage 17.0 (junction with Halton Subdivision).

- (b) Following are the points designating the present switching limits of Toronto Terminal:

| | | | | | | |
|-----------------------|---|---------|--|-------|----|-------|
| Bala Subdivision | - | Mileage | | 0.0 | To | 17.0 |
| Halton Subdivision | - | Mileage | | 0.0 | To | 15.6 |
| Newmarket Subdivision | - | Mileage | | 2.4 | To | 15.0 |
| Oakville Subdivision | - | Mileage | | 0.0 | To | 9.4 |
| Kingston Subdivision | - | Mileage | | 323.2 | To | 333.8 |
| Uxbridge Subdivision | - | Mileage | | 59.5 | To | 60.9 |
| Weston Subdivision | - | Mileage | | 0.0 | To | 17.0 |
| York Subdivision | - | Mileage | | 18.4 | To | 25.2 |

- (c) The present switching limits of Toronto Terminal, designated in Item 1 (b) of this Memorandum of Agreement, may be changed in accordance with Article 42A.1* (now paragraph 41.1* of Article 41*) of the collective agreement.
2. 4th District locomotive engineers will man all yard assignments and transfers which operate in Toronto Yard and between Toronto yard and other yards in Toronto Terminal.

3. Transfers manned by yard locomotive engineers may be operated between Toronto Yard and other yards in Toronto Terminal over the York and Uxbridge Subdivisions without penalty. It is understood that transfer movements so operated will not set out or lift cars or perform switching outside of designated switching limits.
4. The York Subdivision and that portion of the Halton Subdivision from Toronto Yard to Halwest is included in the 4th Seniority District for locomotive engineers.
5. The Corporation will arrange for the Toronto Transit Commission to provide 24-hour public transportation to the entrance to Toronto Yard. The Toronto Yard can be considered as being located in the second T.T.C. fare zone. The Corporation will provide free transportation as required within the confines of Toronto Yard.
6.
 - (a) Locomotive engineers not based at Toronto who are released from duty at a point other than Toronto Yard and who are required to make use of rest house facilities in Toronto Yard, will be provided free transportation from the point released from duty to the rest house.
 - (b) Locomotive engineers not based at Toronto who are required to use the rest house facilities in Toronto Yard and are required to report for duty at another point in Toronto Terminal, will be provided free transportation from Toronto yard to the point required to report for duty.
 - (c) Toronto based locomotive engineers, whether assigned or unassigned, who are required to report for duty at one point in Toronto Terminal and are released from duty at another point in Toronto Terminal will be provided free transportation to the starting point.
 - (d) It is understood, subject to future review by reason of changed conditions, that transportation will be by Corporation or Contract vehicle.
 - (e) Except as provided for in Article 34A* (now paragraph 37.8* of Article 37* of Agreement 1.1, locomotive engineers referred to in Clauses (a), (b) and (c) above will be allowed an arbitrary of one hour for such movement, at the rate applicable to the service for which called.

Signed at Toronto, Ontario, this 7th day of June 1973.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

E.J. Davies
General Chairman

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

O.W. Brayshaw
for: Vice-President
Great Lakes Region

W.S. Mason
for: Vice-President
Personnel & Labour Relations

* Now Articles 307, 311

Addendum 205
Merging of Territories "D" and "E"
of First Seniority District

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic Region

MEMORANDUM OF AGREEMENT BETWEEN the Canadian National Railway Company (CN Rail Division) and the Brotherhood of Locomotive Engineers, providing for the terms and conditions for the consolidation of Seniority Territories "D" and "E", 1st Seniority District.

IT IS AGREED that effective on the date shown hereinafter:

1. Paragraph 49.1* - Seniority Boundaries - will be revised by combining former Seniority Territories, "D" and "E" which will henceforward be known as Territory "D", 1st Seniority District, comprised as follows:

Territory "D"

Truro to Springnill Jct.; Truro to Halifax; Windsor Jct. to the end of steel; Southwestern Jct. to Liverpool; Mahone Bay to Lunenburg; including Truro, Halifax and Springhill Jct. Yards;

2. The following employees will be placed on the bottom of the Seniority List for present Seniority Territory "D" in the following order:
 - (a) H.V. Fulton P.I.N. 576032; and
 - (b) D.A. MacLeod P.I.N. 778323;

NOTE: After the effective date hereof, H.V. Fulton will continue to have firemen/helper's rights only from Southwestern Jct. to Liverpool and Mahone Bay to Lunenburg.

3. The employees named in Item 2 will hereafter have preference over all other employees on the Seniority List for new Seniority Territory "D" (as defined by Item 1 of this memorandum) for regular assignments; temporary assignments; and/or temporary vacancies of more than seven days duration on the following territories:

South Western Jct. to Liverpool; Mahone Bay to Lunenburg;

NOTE: In the application of this item, H.V. Fulton and/or D.A. MacLeod shall forfeit their preference to work on the described territories if they fail to make application for the vacancies described; or, if they make application for and are awarded a permanent vacancy on other than the territories described when their seniority standing would allow either of them to hold a vacancy on the territories described.

4. Bridgewater will be closed as a Home Station for locomotive engineers effective as indicated hereinafter and will become a subsidiary station to Halifax for all locomotive engineers on the new Seniority "D".
5. Temporary vacancies anticipated to be of less than seven calendar days duration will be first offered to D.A. MacLeod. If he cannot or does not wish to accept work on such vacancies, locomotive engineers from the Halifax Spare board will be called therefor, up to the time that such vacancies are either terminated or subsequently bulletined and awarded.
6. In the application of Item 3 hererof, in the event that H.V. Fulton or D.A. MacLeod forfeit their seniority as described by the note thereto, work on the territory described will accrue to locomotive engineers on new Seniority Territory "D" in the manner prescribed by Agreement 1.1.
7. This Agreement is subject to ratification by current employees on Territory "E", as prescribed by the constitution of the Brotherhood of Locomotive Engineers.
8. The provisions of this Memorandum of Agreement shall prevail, notwithstanding provisions of Agreement 1.1 which may be in conflict with the full application of the provisions hereof.

THIS AGREEMENT shall be effective at 2359, Saturday, October 27, 1984.

SIGNED at Montreal, Quebec, this 17th day of October 1984.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

H.J. Koberinski
FOR: Vice-President
Atlantic Region

G. Thibodeau
General Chairman

M. Delgreco
FOR: Assistant Vice-President
Labour Relations

* Now Article 200

Addendum 206
Merging of Territories "A" and "F"
of First Seniority District

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers in respect to the merger of Territory "A" of Seniority District No. 1 with Territory "F" of Seniority District No. 1.

IT IS AGREED that, effective with the signing of this Memorandum of Agreement:

1. Paragraph 49.1* of Agreement 1.1 is amended to the extent that the reference to Territory "A" is deleted and Territory "F" is expanded to include all lines in the Province of Prince Edward Island.
2. The names of the employees listed in Appendix "A" hereto shall be added, in the order shown, to the bottom of the seniority list for locomotive engineers on Territory "F" of Seniority District No. 1 with a seniority date of January 1, 1985, behind any other employees on such list who have established a seniority date of or prior to January 1, 1985.
3. When added to the seniority list of locomotive engineers on Territory "F", the notation "A" shall be placed beside the names listed in Appendix "A" hereto indicating that such employees will have preference rights to all locomotive engineers' work on former Territory "A".
4. Notwithstanding the provisions of paragraph 50.1 of Article 50** - Manning Assignments, Passenger, Freight and Yard Service - new runs created will be advertised to all home stations on Territory "F" and stations subsidiary thereto for a period of 48 hours. The senior locomotive engineer making application will be assigned to the home station of the assignment and will remain on the assignment for the life of the timetable, unless displaced or assigned to another run by a subsequent bulletin.
6. Notwithstanding the provisions of paragraph 50.2 of Article 50** - Manning Assignments, Passenger, Freight and Yard Service - at the Spring and Fall change of timetable, locomotive engineers assigned to all home stations on Territory "F" and stations subsidiary thereto will make choice of runs or jobs on Territory "F" in order of seniority, such choice to be made when required to do so prior to the time the new timetable takes effect; it being understood that engineers will have the right to exercise their seniority between freight and passenger service. Freight service includes assigned freight, pool freight, yard and spare board service.

7. An employee whose name appears on Appendix "A" and who voluntarily works as a locomotive engineer on other than the former Territory "A" (lines in the Province of Prince Edward Island) when he can hold a permanent position as a locomotive engineer on the former Territory "A", will forfeit the preference provided by paragraph 3 hereof and the notation "A" will be removed from beside his name on the seniority list.
7. Notwithstanding the provisions of paragraph 65.12 of Article 65*** of Agreement 1.1, so long as the notation "A" remains beside his name on the seniority list, an employee listed in Appendix "A" will not be required to move to other home stations outside former Territory "A" to overcome a shortage of locomotive engineers at such other home stations.
8. Except as otherwise provided herein, the provisions of Agreement 1.1 shall apply to the employees listed in Appendix "A" when they are working in a classification covered by the Agreement.

Signed at Moncton, New Brunswick, this 20th day of November 1985.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

(Sgd.) H.J. Koberinski
for: Vice-President

(Sgd.) Gilles Thibodeau
General Chairman

(Sgd.) D.C. Fraleigh
Assistant Vice-President
Labour Relations

* Now Article 200

** Now Article 204

*** Now Article 215

Appendix A

| NAME | PIN | FIREMAN DATE | DATE PLACED ON L.E. LIST | STATION |
|-----------------|------------|---------------------|---------------------------------|----------------|
| Bowlan, V.J. | 524813 | 02 Dec. 1946 | 01 Jan 1968 | Charlottetown |
| Deighan, C.W. | 524821 | 17 July 1947 | 01 Jan 1968 | Charlottetown |
| Murphy, M.W. | 714590 | | 01 Jan 1976 | Charlottetown |
| MacKinnon, J.S. | 679984 | | 01 Jan 1976 | Charlottetown |
| Vessy, A.K. | 788389 | | 01 Jan 1976 | Charlottetown |
| Watts, G.R. | 780797 | | 01 Jan 1978 | Charlottetown |
| McNeill, M.G. | 777240 | | See L/U 17 Oct 1985 | Charlottetown |
| Seaman, J.A. | 777242 | | 01 Jan 1985 | Charlottetown |

Addendum 207
Conditions With Respect To the Training and Qualifications Of
Employees as Locomotive Engineers

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic, St. Lawrence and Great Lakes Regions,
excluding Newfoundland Area, and St. Lawrence Region Lines
in United States

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED THAT effective March 8, 1974, the following conditions will apply with respect to the training and qualification of employees in training to be a locomotive engineer.

A. INITIAL OBSERVATION AND DEMONSTRATION TOURS OF DUTY

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

B. SUBSEQUENT TOURS OF DUTY

1. When the employee in training is in possession of a temporary operating certificate issued by the appropriate officer of the Corporation he may be required to perform additional tours of duty to gain further experience.
2. During such tours the employee in training will be permitted to operate the locomotive and/or train under the direction and at the discretion of the locomotive engineer.
3. During such tours the locomotive engineer will provide such advice, counsel and supervision as may be required to ensure the safe operation of the locomotive and/or train and to assist the employee in training in the improvement of his skill and competence.

4. When during such tours the employee in training assumes control of the locomotive and/or train the locomotive engineer will have his responsibilities relaxed to the extent that he will not be held responsible for rough handling or damaged drawbars; he will however, continue to be held responsible for the observance of operating rules. Timetable special instructions and related regulations.
5. The locomotive engineer will be required to complete progress reports on the employee in training as he may be directed by the Corporation. Incompetence, lack of judgement or other detrimental traits or attitudes will be reported. The responsibility for certifying an employee in training as a qualified locomotive engineer shall be that of an engine service supervisor who has an engine service background.

C. FINAL QUALIFICATION - TOURS OF DUTY

1. When an employee in training is required to demonstrate his final qualification as a locomotive engineer, such tours of duty will be under the personal direction of an engine service supervisor who is a qualified locomotive engineer.
2. During a qualification tour the employee in training will be permitted to assume control of the locomotive and/or train for the entire tour of duty to permit such employee to demonstrate the level of knowledge and competence that he has acquired.
3. When an employee in training assumes control of the locomotive and/or train, under the provisions of this Section C, it is understood that the supervisor assumes responsibility. The responsibility of the regular locomotive engineer will then be confined to the observance of operating rules, timetable special instructions and related regulations.

D. TRAINER ALLOWANCE TO LOCOMOTIVE ENGINEERS

A locomotive engineer who, during a tour of duty, is required to assist in the training as outlined in Sections A, B, and C, shall be paid the following amount in addition to his other earnings for such tour of duty;

Effective

January 1, 2003 Oct 1, 2003

| | | |
|---------------------------------------------------------|---------|-------------------------------------|
| \$29.86 | \$30.16 | Less than 4 hours, per tour of duty |
| \$31.01 | \$31.32 | More than 4 hours, per tour of duty |
| And 5 cents per mile for each pay mile in excess of 225 | | |

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

E. EMPLOYEES WHO HAVE SUCCESSFULLY COMPLETED THE CORPORATION'S TRAINING PROGRAM IN KEEPING WITH CORPORATION REQUIREMENTS AND REGULATIONS AND WHO ARE DESIGNATED AS ENGINE SERVICE BRAKEMEN.

1. When an engine service brakeman who is not assigned to the locomotive engineer's working list rides the locomotive in the performance of his duties, such employee will perform the duties required of him as a member of the train crew and will assist the locomotive engineer in engine service duties as required.
2. It is expected that locomotive engineers will, at their discretion, permit engine service brakemen to operate the locomotive and/or train during the tour of duty to maintain and further improve their level of skill and competence. In such circumstances the locomotive engineer will have his responsibilities relaxed to the extent that he will not be held responsible for rough handling or damaged drawbars; he will, however, continue to be held responsible for the observance of operating rules, timetable special instructions and related regulations.

Signed at Montreal, Quebec, this 13th day of February 1974.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

W.S. Mason
For: Asst. Vice-President
Labour Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

D.E. McAvoy
General Chairman

E.J. Davies
General Chairman

Addendum 208
Establishment of a Home Station for Employees Completing
The Locomotive Engineers Training Program

July 9, 1975

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 208
St. Thomas, Ontario

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
Suite 209
1255 Phillips Square
Montreal, Quebec

Gentlemen:

This has reference to our exchange of correspondence and discussions held in Montreal, Quebec, Thursday, July 3, 1975 concerning the question of how an employee who successfully completes the locomotive engineer training program establishes a home station as locomotive engineer. Agreement 1.1 generally provides how a locomotive engineer changes his home station but is silent in regard to establishing a home station.

As discussed during our meeting on July 3, we are prepared to agree that effective August 1, 1975 an employee who successfully completes the locomotive engineer training program will declare a home station as locomotive engineer for promotion and recall purposes as follows:

1. Except as otherwise provided in Items 2 or 3 below the home station as locomotive engineer for a newly-qualified locomotive engineer will be the station last worked in train service, immediately prior to selection to the training program.
2. A student from a location which has a surplus of locomotive engineers will be permitted to declare as his home station a station where there is a shortage of locomotive engineers.
3. A student who, when selected, was working temporarily out of a station other than his regular station or where his family resides will be permitted to declare as his home station his regular station or where his family resides.

It is understood, of course, that in the application of the foregoing the station to which the employee declares must be a home station on the seniority district for locomotive engineers on which such employee has established seniority as locomotive engineer.

When selecting a home station as locomotive engineer the employee will make such declaration in writing, with a copy to the Local Chairman of the B.L.E. and the local Corporation Officer at the location for which declaring.

If you agree with the foregoing understanding, would you please so signify by signing the attached four duplicates of this letter, which are attached to Mr. McAvoy copy, in the space provided. We would also ask that Mr. McAvoy forward the four signed duplicates to Mr. Adair for his signature, after which we would appreciate the return of the duplicates to this office for completion by the Corporation.

For your information, an identical letter of understanding to this one is being sent to Mr. A.J. Speare for his signature, if he concurs.

Yours truly,

(Sgd).: W.S.Mason
Manager
Labour Relations

I CONCUR:

(Sgd) D.E. McAvoy
D.E. McAvoy
General Chairman

I CONCUR:

(Sgd) John B. Adair
John B. Adair
General Chairman

Addendum 209
Consultation with Local Chairman re Changes In Train Operation
Affecting Locomotive Engineers' Assignments

April 28, 1978

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Dear Mr. McAvoy:

Covering Item 22 of your Appendix "C" which accompanied your letter of October 1, 1977 and which reads:

That the Corporation respect our right to man and bulletin
trains the way we want, as long as it does not interfere with
their schedule and that it does not cost extra money.

This is to confirm the assurance that Corporation representatives gave you during negotiations that when any changes are contemplated in train operations that will affect the manning of trains, the Local Chairman concerned will be consulted. This consultation should take place as soon as possible after it is known that the changes will occur so that the Local Chairman may make a meaningful contribution to the manning agreements.

Yours truly,

Sgd. W.H. Cole
for Vice-President
Atlantic Region

Sgd. P.J. Thivierge
for Vice-President
St. Lawrence Region

Sgd. D.W. Brayshaw
for Vice-President
Great Lakes Region

Addendum 210
Operation of Freight Trains between Pelletier And St. Andre
(Now the Pelletier Subdivision)

MEMORANDUM OF AGREEMENT BETWEEN the Canadian National Railways, St. Lawrence and Atlantic Regions and the Brotherhood of Locomotive Engineers with respect to the operation of freight trains over the Pelletier to St. Andre Cut-Off.

IT IS AGREED that effective with the opening of the new trackage between Pelletier on the Monk Subdivision and St. Andre on the Montmagny Subdivision, hereinafter referred to as the Pelletier Cut-Off, the following will apply:

1. Article 49.1* will be amended to include the words as well as the line between Pelletier on the Monk Subdivision and St. Andre on the Montmagny Subdivision. Those words will also be included under Territory "H" in Article 49*.
2. Subject to the provisions of this Memorandum of Agreement locomotive engineers may be operated between Edmunston, N.B. and Joffre, Que. over the Pelletier Cut-Off without changing of locomotive engineers.
3. There will be two (2) regular trains in each direction, if practicable, manned by regularly assigned locomotive engineers as follows:
 - a) One westward and one eastward train manned by Territory "K" locomotive engineers out of Edmunston, N.B.
 - b) One eastward and one westward train manned by Second District locomotive engineers out of Joffre, Que.
4. Mileage run, including deadheading, between Edmunston and Joffre over the Pelletier Cut-Off will be equalized on a mile-for-mile basis, recognizing that Territory "K" has rights to 86.8 miles and the Second Seniority District has rights to 101.3 miles. Regardless of the manner in which the locomotive engineers are deadheaded, for the purpose of mileage equalization such deadhead trip will be considered to have been made over the Pelletier Cut-Off. Such deadhead trip will be paid for at the following flat rate, subject to future general increases:

Effective

| | | |
|-----------------|-----------------|-----------------|
| January 1, 1989 | January 1, 1990 | January 1, 1991 |
| \$203.78 | \$211.93 | \$221.47 |

Note: In applying the rates set out in paragraph 4 of this Memorandum, the provisions of Article 117** shall apply in respect of employees hired on or after March 1, 1988.

5. The Corporation will maintain a record of all mileage run between Edmunston and Joffre and will advise the Local Chairman concerned monthly of the details.
6. Trains operated between Edmunston and Joffre, other than those referred to in paragraph 3 above, will be manned by spare locomotive engineers out of Edmunston and Joffre. The required equalization of mileage for all trains will be made on the trains manned by spare locomotive engineers.
7. Spare locomotive engineers operating trains between Edmunston and Joffre will stand first up at the away-from-home terminal after their final off-duty time.
8. When spare locomotive engineers are deadheaded to the away-from-home terminal, they will stand first up on arrival.
9. In application of paragraphs 7 and 8 above and when spare locomotive engineers are deadheaded between terminals for equalization purposes, the Corporation shall not be subject to runarounds.
10. Locomotive engineers in regularly assigned service who are at the away-from-home terminal of their assignment, are off-duty and are available for service, will be placed first out in unassigned service to return to their home terminal:
 - a) when their regular is cancelled; or
 - b) at the scheduled departure time of their regular train when their regular train is running late.
11. In the absence on a freight train of a fire/helper, the Corporation will endeavor, consistent with the provisions of the collective agreement governing the service of Brakemen, to man a position of head end Brakeman with an Engine Service Brakeman or a Brakeman having 90 tours of duty in road service.

Signed at Montreal, Quebec, this 8th day of August 1977.

FOR THE COMPANY

D.C. Fraleigh
Assistant Vice-President

FOR THE BROTHERHOOD

Gilles Thibodeau
General Chairman

* Now Article 200

** Paragraph 1.18 of Article 1 is Parked

Addendum 211
Advertising and filling of Temporary Vacancies on Territories
“B”, “C”, “D”, “F” and “K” of the First Seniority District

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Atlantic Region, and the Brotherhood of Locomotive Engineers in regard to the application of paragraphs 50.3 and 50.4 of Article 50* on Territories “B”, “C”, “D”, “F”, and “K” Seniority District No. 1.

The Memorandum of Agreement dated February 28, 1977, in regard to the application of paragraphs 50.3 and 50.4* - Seniority District No. 1, Territories “C”, “D”, “F”, and “K” is cancelled.

IT IS AGREED that the provisions of paragraphs 50.3 and 50.4 of Article 50*, insofar as Territories “B”, “C”, “D”, “F”, and “K” Seniority District No. 1 are concerned are suspended and in lieu thereof, the following will govern the manning of temporary vacancies in both passenger and freight service.

1. Temporary vacancies will be filled up to seven days by locomotive engineers from the spare board on a first-in first-out basis. Temporary vacancies which are known will exist seven calendar days or more will be posted for 48 hours at the home station and all stations subsidiary thereto and will, at the expiration of such period, be filled by the senior locomotive engineer assigned to such home station or stations subsidiary thereto desiring same, unless the vacancy is subsequently desired by a locomotive engineer his senior who applies for same the first time he registers on or off duty after the vacancy is posted. However, when it is known that a temporary vacancy will be created at a subsidiary station, a bulletin will be posted for 48 hours at the home station and all stations subsidiary thereto, and when the vacancy occurs it will be immediately filled by the successful applicant.
2. The senior locomotive engineer desiring the assignment will, if not available at the time relief is required, have the right to take the assignment as soon as he is available.
3. In the application of the first sentence of paragraph 1 above, temporary vacancies at subsidiary stations where no spare board is maintained will be filled by the spare locomotive engineer standing first out at the home terminal who will retain the assignment until released by the successful applicant.

4. Only the first spare men deadheading out and the last spare man deadheading in will be entitled to compensation for deadheading in the application of paragraphs 1, 2, and 3 above.

This Memorandum of Agreement is effective on the date of signing and shall remain in effect subject to thirty (30) days notice in writing from either party to cancel it.

Signed at Moncton, New Brunswick, this 16th day of August 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

D. E. McAvoy
General Chairman

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

W.H. Cole
for Vice-President
Atlantic Region

G.A. Carra
for Vice-President
Personnel and Labour Relations

* Now Paragraphs 204.7, 204.8, and 204.9 of Article 204

Addendum 212
**Exercise of Seniority by Fourth Seniority District Locomotive
Engineers Home-Stationed at Toronto while Filling Regular
Assignments In Yard, Transfer, or Road Switcher Service**

CANADIAN NATIONAL RAILWAY COMPANY
Great Lakes Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to Fourth Seniority District locomotive engineers home stationed at Toronto, Ontario.

IT IS AGREED that Fourth Seniority District locomotive engineers home stationed at Toronto, Ontario, and regularly assigned to positions in Yard and Transfer service and Road Switcher service will be permitted upon request to exercise their seniority to other regular positions in Toronto Terminal if the day(s) off of their assignment is changed, such request to be made at the time change is made effective. The resulting vacancy will be advertised at the home terminal for 5 days in accordance with paragraphs 58.1 and 58.2 of Article 58*. (Now sub-paragraph 49.1 (a) of Article 49).

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

Signed at Toronto, Ontario, this 4th day of March 1971.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

N.A. McLean
For: Vice-President
Great Lakes Region

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

W.S. Mason
For: Vice-President
Personnel & Labour Relations

E.J. Davies
General Chairman

* Now Article 206

Addendum 213
Advertising of Spare Board Positions on
the Sixth Seniority District

CANADIAN NATIONAL RAILWAY COMPANY
Great Lakes Region

MEMORANDUM OF UNDERSTANDING with respect to the application of Article 58, Paragraph 58.1* and Article 108** of Agreement 1.1, in connection with advertising spare boards on the Sixth Seniority District.

IT IS UNDERSTOOD that, in the application of Article 58, Paragraph 58.1*, on the Sixth Seniority District, a vacancy on the spare board created as the result of a locomotive engineer who holds the spare board at the time he:

- (a) Retires,
- (b) Dies,
- (c) Is Dismissed,
- (d) Is promoted to an Official Position
- (e) Has Record Closed,

Will be advertised to the Seniority District as a permanent vacancy.

It is further understood that if, in the application of Article 108**, a reduction of locomotive engineers is made during the period the spare board assignment is advertised, the successful applicant to the District Bulletin will be assigned to the home terminal of the spare board assignment regardless of whether or not he stands for the spare board.

This Memorandum of Understanding is subject to cancellation on thirty (30) days' notice in writing from either party.

Signed at Toronto, Ontario, this 5th day of November 1976.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

John B. Adair
General Chairman
Great Lakes Region

FOR CANADIAN NATIONAL
RAILWAY COMPANY:

J.R. Gilmour
For: Vice-President

D.C. Fraleigh
For: Vice-President
Personnel Relations & Organization

* Now Article 206

** Article 65 Parked

Addendum 214
Protecting Passenger Service between
Ottawa and Brockville

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the manning of passenger service between Ottawa and Brockville, Ontario.

IT IS AGREED that effective September 19, 1981, locomotive engineer positions operating in passenger service between Ottawa and Brockville will be manned by 3rd District locomotive engineers home-stationed Ottawa.

This arrangement will continue until such time as either party serves 30 days notice to cancel this arrangement. Such work will revert to 4th District locomotive engineers home-stationed at Toronto upon the effective date of such notice.

Signed at Montreal, Quebec this 1st day of September 1981.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

P.M. Mandziak
General Chairman

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

G.E. Morgan
Director, Labour Relations

APPROVED BY:

John B. Adair
Vice-President

Addendum 215
Unassigned Locomotive Engineers
at Ottawa Booking Rest

CANADIAN NATIONAL RAILWAYS
St. Lawrence Region

MEMORANDUM OF AGREEMENT between the Canadian National Railways and the Brotherhood of Locomotive Engineers with respect to unassigned locomotive engineers at Ottawa, Ontario, booking rest. IT IS AGREED that, effective on the first day of the month following the signing of this memorandum, the following will apply:

1. The Memorandum of Agreement on Page 412 of Agreement 1.1 is cancelled.
2. A locomotive engineer assigned to either the Beachburg pool, the Alexandria pool or the Ottawa spare board who books no more than fourteen (14) hours rest will hold his turn.
3. A locomotive engineer assigned to either the Beachburg pool or the Alexandria pool who books more than fourteen (14) hours rest will be subject to the provisions of Article 58.21*.
4. A locomotive engineer assigned to the Ottawa spare board who books more than fourteen (14) hours rest will have his name placed at the bottom of the spare board at the expiration of the rest period booked.

This Memorandum of Agreement is subject to cancellation on 30 days notice in writing by either party.

Signed at Montreal, Quebec, this 12th day of January 1983.

FOR THE BROTHERHOOD:

C.R. Downey
for General Chairman

FOR CANADIAN NATIONAL
RAILWAY:

P.J. Thivierge
for Vice President

APPROVED:

D.C. Fraleigh
Asst. Vice President
Labour Relations

* Now Article 211

Addendum 216
Suspension of Paragraph 58.5 of Article 58 – Protecting Service

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions,
Excluding Newfoundland Area, St. Lawrence Region Lines
In United States and Great Slave Lake Branch

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to Paragraph 65.5, Article 65* of Agreement 1.1, and Paragraph 60.5, Article 60** of Agreement 1.2.

IT IS AGREED THAT:

1. Paragraph 65.5 of Article 65*, Agreement 1.1, and Paragraph 60.5 of Article 60**, Agreement 1.2, shall be suspended.
2. In lieu thereof, the following will apply:

All qualified locomotive engineers are eligible to apply.

3. This Memorandum of Agreement shall become effective August 1, 1974, and thereafter is subject to thirty days written notice from either party of its desire to revise or cancel it.

Signed at Montreal, Quebec, this 11th day of September 1974.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

John B. Adair
General Chairman

A.J. Speare
General Chairman

*Now Article 215

**Now Article 106

FOR CANADIAN NATIONAL
RAILWAY COMPANY:

W.T. Wilson
for Asst. Vice-President
Labour Relations

Addendum 217
Amendments to Paragraph 58.8 and 58.12 of Article 58
Protecting Service – Applicable on the Second District

CANADIAN NATIONAL RAILWAY COMPANY
St. Lawrence and Great Lakes Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers amending Paragraphs 65.8 and 65.12* of Agreement 1.1 with respect to locomotive engineers on Seniority District No. 2.

IT IS AGREED that, effective May 18, 1979, the Memorandum of Agreement signed at Montreal, Quebec, 5 April 1974, in connection with Paragraphs 65.8 and 65.12* of Agreement 1.1 as they apply to locomotive engineers on Seniority District No. 2, is cancelled and the following substituted therefor:

1. 65.8 (58.8)* A successful applicant will be permitted to displace locomotive engineers who have bid in positions at the point where the shortage exists.

2. 65.12 (58.12)* The junior locomotive engineer not working as such on the seniority district will be required to respond when advised and must report as soon as practicable at the station where locomotive engineers are required. Such locomotive engineers will not be permitted to displace locomotive engineers who have bid in positions at the point as long as the shortage exists. They will remain at that point as long as the shortage exists or until the next change of time table or until their services are required as locomotive engineer at their home station whichever occurs first. However, should junior qualified locomotive engineers become available later, the locomotive engineer who has been forced will be permitted to return to his home station after being a minimum period of 30 calendar days at the point where the shortage exists. He will be released when the junior locomotive engineer reports at the point where the shortage exists and in such instances the provisions of Article 65.15* will not apply to the junior locomotive engineer. If released, not including recall, prior to the change of timetable, the senior forced locomotive engineer will be released. In either case he will be returned to his originating home station. When the junior locomotive engineer not working as such is not available to move within a reasonable time as required by paragraph 65.12*, the next junior locomotive engineer not working as such at the terminal shall be sent immediately and when the junior locomotive engineer not working as such is available he shall be sent to relieve the locomotive engineer who filled the original requirement.

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

3. This Memorandum of Agreement shall remain in effect subject to 30 days notice in writing from either party of desire to cancel it.

Signed at Montreal, Quebec, this 4th day of May 1979.

FOR THE COMPANY:

(Sgd.) D.C. Fraleigh
for Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd.) D.E. McAvoy
General Chairman

* Now Article 215 in Current Agreement.

Addendum 218

Crew Display Monitors and Code a Phone System

Montreal, Quebec
May 21, 1982

Mr. J. B. Adair
Vice-President
Brotherhood of Locomotive Engineers
77 Metcalfe Street
Suite 704
Ottawa, Ontario
K1P 5L6

Dear Mr. Adair:

During the recent round of negotiations, one of the proposals discussed was the Brotherhood's submission which read as follows:

In the event the Corporation elects to call crews from a central calling location, that the locomotive engineers be supplied with a video screen (video screen in view on crew boards and line-ups).

It developed during our discussions that the Brotherhood was seeking a means of having more definitive and timely information available to locomotive engineers as it applies to upcoming vacancies, job bulletins, etc.

The Corporation informed the Brotherhood that with implementation of the Transportation Manpower Operating System (T.M.O.S.), such information would be readily available.

This computerized system will not only maintain a perpetual board standing which indicates rotational status and rest booked, but also such items as advance information on assignments operating, known vacancies, bulletin jobs and closure dates, along with extras to be operated. Job notices, seniority lists, vacation lists, etc. will also be available.

This information will be available to crews by means of Crew Display Monitors which will be installed at key crew reporting locations. In short, these monitors will provide timely information to Running Trades employees when going on and off duty, as to board standing, vacancies, extras, etc.

In addition, we envisage a code-a-phone system that voice records board standings and known vacancies for spare boards, assignments and pools, and this will be available at some locations. This will allow employees concerned to call a dedicated phone number and receive the information via a recorded message.

It is anticipated that this system will be fully implemented in 1985. In the meantime, and as indicated to you during previous discussions between the Corporation and the Brotherhood on this project, the General Superintendents Transportation from each of the Regions will be communicating with you directly as the system is progressively developed and implemented.

Yours truly,

A.A. Smail
For Chief of
Transportation

cc: Messrs:
P.M. Mandziak, General Chairman
Brotherhood of Locomotive Engineers, St. Thomas, Ontario

G. Thibodeau, General Chairman
Brotherhood of Locomotive Engineers, Montreal, Quebec

A.J. Ball, General Chairman
Brotherhood of Locomotive Engineers, Regina, Saskatchewan

Addendum 219
Application of Mileage Regulations in Connection
with the Regulation of Spare Boards

Montreal, Quebec
September 2, 1976

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Dear Mr. Adair:

During the recent round of negotiations the Corporation proposed that in regulating spare boards 125 through freight miles would be charged thereto for each 100 straight time miles paid for in yard service.

During the discussion of the proposal, the Corporation explained that on the basis of the existing general application of sub-paragraph (e) of paragraph 108.1* sub-paragraph (d) of paragraph 108.5* and sub-paragraph (c) of paragraph 108.6* of Article 108* Agreement 1.1, it is technically impossible to adjust the spare boards within the limits prescribed therein in terminals where the class of service performed is predominantly yard service. Consequently, the Corporation might be vulnerable to the extent of possibly being incapable under the present application of the rules at some terminals to add men to the spare board, which could cause shortages of men and unnecessary punitive overtime conditions.

In response, the Brotherhood informed the Corporation that to their knowledge there existed good co-operation between the Brotherhood and Corporation Officers at the local level in regulating the spare boards on an ad hoc basis which provided the Corporation with the necessary number of men on the spare boards. The Brotherhood suggested that the reference to "mileage or equivalent thereof" in Article 108* could be interpreted to give the Corporation what it was seeking through its proposal.

Under the circumstances, and recognizing the Corporation's concerns, you assured your willingness to work with the Corporation to resolve any situation where local co-operation may not be forthcoming in the proper application of the Mileage Regulations as it concerns the regulation of spare boards. The Brotherhood suggested that the General Chairmen be contacted to resolve any local problem before the Corporation resorted to a more literal application of the agreement provisions. The Corporation agreed to dispose of its proposal on the basis of the above with the understanding that if any problems developed at the local level it would meet with the General Chairmen before changing the current application of Article 108*

Yours very truly,

(sgd.) S.T. Cooke
Assistant Vice-President
Labour Relations

c.c. Mr. E.J. Davies, Vice-President, B.L.E.
Room 811, 1117 St. Catherine St. West
Montreal, Quebec, H3B 1H9

Mr. D.E. McAvoy, General Chairman, B.L.E.,
1255 Phillips Place, Room 209,
Montreal, Quebec, H3B 3G1

Mr. A.J. Speare, General Chairman, B.L.E.,
Suite 202, 12418 – 118th Avenue
Edmonton, Alberta, T5L 2K4

* Now Article 65 Parked

Addendum 220
Vacation Allotment Toronto 4

January 1, 1990

It is understood that Locomotive Engineers home stationed at Toronto South will be limited to a maximum of (3) three weeks annual vacation between June 15th and September 15th of the calendar year. It is further understood that "special circumstance" cases will be dealt with between the proper Officer of the Corporation and the Local Chairman.

This agreement is subject to cancellation by either party upon serving 30 days notice in writing.

For the Corporation

For the Brotherhood

(sgd.) K. Taylor

(sgd.) P.M. Mandziak

Addendum 221
Trial Project re: Administration of Rule “G”

Montreal, Quebec
May 28, 1980

Mr. P.M. Mandziak
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. F.R. Oliver
General Chairman
United Transportation Union
Toronto, Ontario

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Gentlemen:

The introduction of the new discipline system was an important step forward in our continuing effort to improve our management/union relationship. In fact, we believe it is because of the trust and commitment that has been exhibited by both sides and at all levels that has encouraged the parties to explore other problem areas that have remained outstanding between us.

One of those problem areas has been the need to address ourselves to the problems that have revolved around the Corporation's administration of Rule “G”. In fact, this was made a matter of record by Mr. Oliver at the last General Chairmen’s Association meeting with the President when he raised the question directly with Mr. Bandeen.

You will recall that just prior to Mr. Oliver asking his question with respect to Rule “G” the President had already made a comment in connection with the adversary system, stating:

“I think that to a large extent many of the issues which arise in labour relations should be approached on a joint problem solving basis and within a climate of mutual co-operation.”

Then, in answer to Mr. Oliver's question, he stated:

“The Discipline policy is another good example of non-adversary action and I can assure you that we will find a solution to the alcohol and drug problem. It certainly has my backing”.

It is, therefore, in light of this kind of background dialogue which has taken place between the Corporation and the Unions that this letter of understanding has been written, it being understood that a memorandum of agreement (Appendix A) does not always portray the spirit which is intended to flow from such a document.

The purpose of the trial project dealing with the administration of UCOR "G" is straight forward and readily understandable. Simply stated it is designed to provide a mechanism that will keep employees who are under the influence of alcohol or drugs from being involved in the operation of trains. The program is first and foremost intended to enhance the safety of operations and the personal safety of employees by encouraging employee participation in helping to monitor the fitness of all employees at work and by broadening the control of this problem beyond a management initiated policy to that of a joint management/union program.

In this connection, it is our desire to establish an environment which is more conducive to open communication among all those concerned in order that we might extend the use of present preventive and treatment policies and through participation of all concerned foster a more preventive self-policing type of program which is in the interests of everyone.

Throughout our discussions in connection with this program, we have attempted to get at the heart of the matter and have similarly tried to capture the essence of the program in a few simple paragraphs which are reflected in the attached Memorandum of Agreement. But in order to ensure that there is little or no misunderstanding, one or two clarifying comments may be helpful in our understanding of the program.

For example, when we make reference to "Subject to Duty" in paragraph (1) of the Memorandum of Agreement, we are using the term in the light of Mr. Weatherill's definition, i.e., when the employee accepts a call. It is clear from the Arbitrator's rulings that once a man accepts a call to come to work, he has placed himself in the position of being subject to duty. This would apply both at the home and away-from-home locations.

In the case of paragraph 3 of the Memorandum of Agreement, we have tried to provide for a process that is reasonable in terms of practicability but flexible enough to take care of any unusual case that might occur. In any case, it is understood that an individual caught up in these circumstances will not be made to suffer excessive loss of wages while being held off work when in fact that is not warranted. This aspect of the program will be carefully monitored in order to ensure that employees who have been declared as not having an addiction problem will be returned to work without undue delay.

During the course of our discussions it was learned that at least one other Region had benefited from the introduction of "Management/Union Committees". These Committees play a central role, together with addiction authorities, in assisting employees to overcome their drinking problem. Because these Committees are in the best position to know the facts, the practice has been for them to prepare and submit a joint recommendation on behalf of those individuals who they believe warrant special consideration for reinstatement. Because of the apparent success of the Committees elsewhere on the System the Corporation and the Unions involved in this project have agreed to establish a Management/Union Committee at a location to be decided upon by the parties for the purpose of evaluating the advantages of such an arrangement. This aspect of the program will be reviewed as part of the overall pilot project at the end of the trial period.

The success of this project (as was the case with the introduction of the new discipline system) will depend to a large extent on the good faith and genuine commitment of those involved. To assist those connected with this endeavour the Corporation will provide appropriate training for both Corporation and Union (local) officers who are directly involved, Union officers will be paid for such training. In addition, all those employees affected by the changes will be apprised of the new program jointly by management and union officers and informed of the new provisions which apply to them under this new program.

Yours truly,

I CONCUR:

D.L. Fletcher
Chief of Transportation

F.R. Oliver
General Chairman

P.M. Mandziak
General Chairman

S.T. Cooke
Vice-President
Labour Relations

G.E. McLellan
General Chairman

A.R. Williams
Vice-President
Great Lakes Region

Appendix A
CANADIAN NATIONAL RAILWAY
Great Lakes Region

May 28, 1980

MEMORANDUM OF AGREEMENT between the Canadian National Railway, the United Transportation Union and the Brotherhood of Locomotive Engineers.

IT IS AGREED THAT effective October 6, 1980, the Corporation and the Unions noted above will commence a pilot project on the Great Lakes Region on a trial basis for a period of one year for the purpose of exploring a new approach dealing with the administration of U.C.O.R. Rule "G" in accordance with the following:

1. Employees suspected of having consumed alcohol or using drugs while subject to duty or while on duty will not be dismissed on the first occasion when such incident is reported by a fellow employee or employees.
2. If the incident involves detection of a violation of this nature when an employee is reporting for duty, he will be sent home without pay and will be required to report as soon as an interview can be mutually arranged between the local Corporation Officer(s) and Local Union accredited representative(s). In any case the employee will be interviewed within 48 hours from the time he is removed from service unless mutually agreed between the Corporation and local Union accredited representative.

NOTE:It is understood that provided the employee has not commenced work, i.e. reported for duty and is on pay, he will be afforded the same consideration whether or not such incident is reported by a fellow employee or Corporation Officer. Normal practice with respect to the administration of Rule "G" insofar as Corporation Officers are concerned will apply in all other circumstances.

3. If the incident occurs while a road or yard service employee is on duty, the employee will be relieved of duty by the remaining members of the crew immediately the incident is observed and in the case of road service, if safety permits, the train will proceed to the next crew change point and the incident reported and arrangements for interview as above will be made.
4. If, during the joint interview, it is determined that the violation was caused by poor judgement only (i.e., no addiction problem) the employee will be counselled on the seriousness of his actions and warned in writing with a record retained on his personal file that a repeat offence will result in dismissal.

5. If, on the other hand, it is determined that the employee has an addiction problem, he will be afforded the terms and conditions contained in the Corporation policy dealing with problem drinking and alcoholism and a record retained on his personal file. An employee who refuses the decision of the joint local union and local Corporation Officers who conducted the review shall have the right to refer his case to a duly recognized addiction specialist who he will authorize to make an assessment of his condition and provide a confidential report to the CN Medical Department. A copy of this report will be made available to the General Chairman and General Superintendent Transportation. If in the opinion of this addiction specialist it is revealed that the employee does not have a problem the provisions of item 4 of this agreement will apply. If it is confirmed that the employee has indeed an addiction problem, he will be afforded the terms and conditions of the Corporation's policy. Failure on his part to take advantage of such opportunity could, after proper investigation of his case, result in his dismissal.
6. If, in the course of any Rule "G" investigation it is determined a fellow employee(s) was aware of the violation of the Rule and did not report or take action on this knowledge, such employee(s) will also be subject to investigation and possible discipline.
7. The General Chairman may, after a period of not less than six months, make a recommendation to the General Superintendent proposing the reinstatement of an employee(s) who was discharged for violation of Rule "G" when he believes there are special circumstances which warrant this action. Such cases will be thoroughly reviewed by the General Superintendent and the General Chairman will be advised of the position being taken by the Corporation within 30 days of receiving the General Chairman's recommendation. Any action taken by regional management will follow the procedure normally connected with the provisions of Mr. Latimer's letter dated October 12, 1976 dealing with reinstatement.
8. An employee counselled or warned as described previously or reinstated after discharged in accordance with Corporation policy and later found to have violated Rule "G" again will be dismissed following investigation without benefit of any of the above procedures.
9. Employees governed by this Memorandum of Agreement will continue to retain their normal rights of appeal in the grievance procedure under their respective agreements.

It is understood and agreed that this pilot project will be subject to a review by the parties after a period of one year or at any time as mutually agreed.

This Memorandum of Agreement is subject to cancellation by anyone of the signatory parties to the Agreement on 30 days notice in writing to the other parties.

Signed at Montreal, Quebec, this 28th day of May 1980.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY

D.L. Fletcher
Chief of Transportation

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

S.T. Cooke
Vice-President
Labour Relations

A.R. Williams
Vice-President
Great Lakes Region

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

P.M. Mandziak
General Chairman

FOR THE UNITED
TRANSPORTATION UNION:

F.R. Oliver
General Chairman

G.E. McLellan
General Chairman

Addendum 222
Annual Vacation for Employees Performing Service
as Locomotive Engineer and Trainman/Yardman

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic, St. Lawrence and Great Lakes Regions
Excluding Newfoundland Area and Lines in United States

MEMORANDUM OF AGREEMENT with respect to basis of granting annual vacation to locomotive engineers represented by the Brotherhood of Locomotive Engineers and to Trainmen and Yardmen represented by the United Transportation Union (T), who perform service in both occupational classifications during the preceding calendar year.

Effective January 1, 1974, it is agreed that employees who, in the application of seniority rules, are required to perform service, part as a locomotive engineer and part as a trainman or yardman, will be allotted vacation period on a six-month basis, i.e. if the preponderance of work in the previous year was performed as a trainman or yardman, the employee would be granted vacation date(s) on the trainmen's or yardmen's vacation list; if the preponderance of work in the previous year was performed as a locomotive engineer, then the employee would be granted vacation date(s) on the locomotive engineers' vacation list.

Disputes from individual employees arising from this arrangement are to be settled by the proper Officer of the Corporation and the Local Chairman concerned.

The Memorandum of Agreement is subject to cancellation on 30 days notice in writing from any of the signatories hereto.

Signed at Montreal, Quebec, this 29th day of January 1974.

FOR THE EMPLOYEES:

D.E. McAvoy
General Chairman
Broth. Of Locomotive Engineers

E.J. Davies
General Chairman
Broth. Of Locomotive Engineers

Paul LaRoche
General Chairman
United Transportation Union (T)

FOR THE COMPANY:

G.H. Bloomfield
Assistant Vice-President
Labour Relations

FOR THE EMPLOYEES:

G. Robt. Ashman
General Chairman
United Transportation Union (T)

G.E. McLellan
Assistant General Chairman
United Transportation Union (T)

Addendum 223
Marshalling of Locomotives with Comfort Cabs
in Locomotive Consist

Montreal, Quebec

May 21, 1982

Mr. P.M. Mandziak
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. G. Thibodeau
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. A.J. Ball
General Chairman
Brotherhood of Locomotive Engineers
Regina, Saskatchewan

Gentlemen:

During the current round of negotiations, the Brotherhood submitted a demand requesting that Article 97* of Agreement 1.1 and Article 55** of Agreement 1.2, which deal with the condition and supplying of locomotives, be revised. You specifically requested, in addition to the present requirements specified by these provisions as they apply to the dispatching of locomotives, that provisions for hot plates, tea pots, refrigerators and toilets be added thereto. You further demanded that Locomotive Engineers be awarded the contractual authority to refuse to take out locomotives, if such were not equipped in accordance with your suggested revised provisions.

At present, there are 1,754 road locomotives in our motive power fleet. Of this number, 530 units are equipped with what are commonly known as "comfort cabs" which were developed, as you are aware, following joint input into their design by both the Brotherhood and the Corporation. It was generally acknowledged that these so called "comfort cabs" generally meet the revised provisions contemplated by your specific demands.

During our discussions, the Brotherhood asked for the Agreements to be modified to provide, where locomotives having "comfort cabs" are turned out as part of a unit consist, that such locomotives be used to lead the consist. The Corporation responded that this has been our objective since 1976 in keeping with a request from the System Cab Committee:

To make an attempt to turn out engine consist with a comfort cab on the leading end. The intent of this is to avail the locomotive engineer of the better cab where it is practical and reasonable to do so and not that we should delay trains unreasonably in this process.

The Brotherhood contended this intent was not always adhered to and more immediate effort could be made to accommodate this request.

The Corporation reiterated that we are committed to placing a comfort cab, on the leading end of locomotive consists, conditionally as previously described, and that instructions in this regard would be re-issued to Motive Power Control as well as to appropriate Supervisors in both Equipment (Motive Power) and Transportation.

Further, the audit of cab conditions, jointly conducted by the Brotherhood and the Corporation during 1981, was discussed. It was communicated to you that the five-year plan which resulted therefrom, dating from December 1981, has been implemented whereby those locomotives not currently equipped with:

- (1) Chemical toilets; and
- (2) Refrigerators, including a sanitary bulk storage and dispensing system for chilled drinking water

Would be so modified within the five-year period.

A separate concurrent program is also under way for the progressive modification of all road units through the installation of hot plates.

Your demand also sought the right of locomotive engineers to refuse to take a locomotive, which is not properly turned out, from the shop track or change-off point. It was explained to you that from the Corporation's point of view, such a right would not lead to a solution to the problems of your membership since matters of judgement such as cleanliness, etc. are in the eye of the beholder. And what is unsuitable to one may be suitable to another. Further, such a veto would lead to unwanted confrontations between locomotive engineers and Supervisory personnel as well as to train delays, investigations, and the issuance of discipline which neither party wants. Similarly, your request made at the negotiation table for a monetary penalty on the Corporation, for requiring locomotive engineers to take out allegedly unsatisfactory locomotives would be equally unworkable.

While unable to accede to your demands, the Corporation is prepared to sponsor a Joint Committee to examine the condition of locomotive cabs across the System. The Committee would include both a Senior Transportation and a Senior Equipment Officer and, we would hope, a senior representative of the Brotherhood, who would jointly identify problem areas and suggest solutions to resolve them, in keeping with the long standing spirit of joint co-operation and problem resolution between the parties regarding this and other issues.

Yours truly,

J.L. Cann
Vice-President
Operations

c.c. Mr. J.B. Adair, Vice-President
Brotherhood of Locomotive Engineers, Ottawa, Ontario

* Now Article 224

** Now Article 101

Addendum 224 Spare Board Recall

December 16, 1993

Mr. C. Hamilton
General Chairman
Brotherhood of Locomotive Engineers
2855 Kingston Road
Scarborough, Ontario
M1M 1N3

Dear Mr. Hamilton:

This is further to our recent discussions in connection with the Memorandum of Agreement dated June 4, 1987, which governs the inter-Corporation transfer of employees between CN and VIA Rail. Our discussions specifically concerned the application of Items 4(b) and 5(c) of the Memorandum, as they related to the recall rights of locomotive engineers who have returned to CN under the provisions of Item 5(b).

The Brotherhood indicated it was seeking a clarification of these provisions, particularly in circumstances where an additional locomotive engineer is to be assigned at VIA as a result of a board adjustment.

In order to clarify the matter, the parties have agreed that when an additional locomotive engineer is required on the VIA spare board in Montreal, and an employee holds a recall right as a result of having been reduced from that spare board, then such employee will be recalled. Consequently in such instances, there will be no need to issue a bulletin under Item 4 of the Transfer Agreement.

We trust the foregoing adequately addresses the Brotherhood's concerns.

Yours truly,

(sgd) A. Healey

Director, Labour Relations
Canadian National Railways

(sgd) K. Taylor

C.C. Muggerridge
Department Director,
Labour Relations and
Human Resources Services

Addendum 225
Capreol, Closure Agreement Sioux Lookout, Layover Agreement

April 15, 1992

Mr. C. Hamilton
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 140
Kingston, Ontario
K7L 4V6

Dear Mr. Hamilton

This is further to our notice of November 27, 1991, under Article 78.1 of the Collective Agreement in connection with changes to the schedule of Trains 1 and 2 to take effect April 26, 1992.

As we agreed at the meeting of March 11 and 12, 1992, in Toronto, the following will apply to minimize the adverse effects on employees:

1. For the purpose of this letter of Agreement, the following are the employees adversely affected by these changes:

Capreol

| | |
|--------------|------------|
| Griffith, K. | PIN 991460 |
| Krystia, G. | PIN 991109 |

Hornepayne

| | |
|----------------|------------|
| Dalcin, R.J. | PIN 991061 |
| Dasti, R.J. | PIN 990994 |
| Doyle, A.B. | PIN 991116 |
| Emard, G.M. | PIN 991549 |
| Mackie, J.G. | PIN 990862 |
| Patkau, D.R. | PIN 991137 |
| Paul, W.C. | PIN 990728 |
| Plante, R.F. | PIN 991025 |
| Redgrift, A.J. | PIN 991518 |

2. As a result of the Corporation closing Capreol as a home terminal, the adversely affected employees at Capreol will be entitled to a Displacement Allowance, to be paid in a lump sum of \$28,500. Should any employee at Capreol elect to avail himself of an early retirement allowance as described in Item 3 hereof, he will not be entitled to the allowance in this Item 2.
3. Retirement Opportunities will be offered as follows:
 - (a) Capreol - 2
Hornepayne - 1
 - (b) The retirement opportunities will be offered under the same provisions as those in Article F of the former so-called VIA Special Agreement signed June 4, 1987.
4. Adversely affected employees will be entitled to a Maintenance of Earnings under the terms of the Attachment to this Letter of Agreement, subject to Item 5 hereunder.
5. The parties recognize that the new crewing between Hornepayne and Sioux Lookout will create a unique situation. This is so because of the lengthy layover (approximately 34 hours) at Sioux Lookout twice a week; also the lack of transportation facilities to deadhead employees from Sioux Lookout to Hornepayne. To meet that unique situation, the Corporation has agreed that only one half (1/2) of the layover entitlement will be charged against an adversely affected employee's Maintenance of Earnings. This arrangement will only remain in affect so long as the unique situation exists. Should there be any change that reduces significantly the layover time at Sioux Lookout, or should it become practicable to deadhead crews from Sioux Lookout to Hornepayne, the Corporation may terminate the terms of this Item 5 by giving 30 days notice to the Union.
6. Three additional positions to operate Trains 1 and 2 between Toronto and Capreol will be advertised in accordance with the Collective Agreement and the Transfer Agreement dated June 4, 1987.

Please indicate your agreement to the foregoing by signing in the space provided below, returning one copy of the letter for our files.

Yours truly,

(sgd) K. Taylor for
C.C. Muggeridge
Department Director,
Labour Relations

I agree:

(sgd). C. Hamilton
C. Hamilton
General Chairman

Addendum 226
Letter in Reference to Yards Parked

June 26, 2001

Mr. J. Tofflemire
General Chairman
Brotherhood of Locomotive Engineers
Via Central Lines

Dear Sir:

RE: YARDS

Further to our discussions, this letter will confirm our agreement reached regarding the yards in the West.

In the re-write of Collective Agreement 1.1 the issue of including the yard provisions in the new collective agreement arose. There are no regular yard assignments in the Eastern region of the Corporation although a yard crew is occasionally called to move equipment between the Toronto Maintenance Centre and Union Station.

The Corporation recommended the shelving of the yard provisions and have any yard/transfer work performed by Locomotive Engineers at the road rate of pay. The Brotherhood expressed the concern that this change might result in a reduction of earnings for Locomotive Engineers called to perform this work given that a basic day in the yard is established as 8 hours, although at a lower rate of pay.

In order to address this concern the Corporation and the Brotherhood have agreed that Locomotive Engineers called to perform yard/ transfer work in the Eastern region of the Corporation will be paid a minimum call of 6 hours at the road rate to perform this work. In return, all yard provisions in Collective Agreement 1.1 will not be included in the new 1.4 Collective Agreement. They can be included in the Collective Agreement upon 60 days notice under the terms of the Consolidation Agreement set out as Addendum 16 in Collective Agreement 1.4.

If the yard provisions are subsequently included in the Collective Agreement applicable to the Eastern region of the Corporation, this agreement is cancelled and no longer in force.

If this letter accurately reflects your understanding of the agreement reached, kindly sign two copies and return one fully executed copy to our offices for our files.

Yours very truly,

Bannon E. Woods
Director Labour Relations

I CONCUR:

J. Tofflemire
General Chairman