

TORONTO NORTH - CAPREOL - HORNEPAYNE PRINCIPLES FOR EXTENDED RUN OPERATIONS

NOTE: PERCENTAGE OF WORK OWNERSHIP BETWEEN:

1. TORONTO NORTH AND CAPREOL
2. CAPREOL AND HORNEPAYNE

BASED ON INITIAL TERMINAL WORK.

1. TORONTO NORTH: 50%
 2. CAPREOL: 50%
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1. Held Time:

Employees held at the away from home terminal in excess of the maximum allowable time as provided for in the Collective Agreement (14 hours), or as otherwise determined by the proper Committee, will be compensated 100 miles an hour, or portion thereof, for all such time held beyond the allowable maximum time. The proper committee will establish an upper limit (cap) beyond the allowable maximum time after which time the crew(s) will be sent home.

This penalty will not apply in the case of a train delayed after the calling time when such delay is the result of an unforeseen circumstance beyond the Company's control such as a broken rail.

Question and Answers pertaining to Held Away:

Q. 1 What is meant by the phrase "or portion thereof"?

A. The 100 mile penalty will apply for any portion of an hour held beyond the maximum. For example, if 16 hours is the maximum time permitted and a crew is held 17 hours and 10 minutes then the penalty payment would be 200 miles.

Q. 2 Under the 100 mile penalty am I, in addition, entitled to claim the 18 1/2 mile penalty as provided for in the Collective Agreement?

A. No. When the 100 mile penalty commences it replaces the 18 1/2 penalty.

Q. 3 What is the intent of the 100 mile penalty?

A. The 100 mile penalty is intended to act as a deterrent to the company from holding employees beyond the established maximum time.

Q. 4 Are there any circumstances in which the 100 mile an hour penalty, or portion thereof, does not apply?

A. Yes. In case of major disruption or as otherwise referred to in the extended run principles. Refer to major disruptions.

Q. 5 When does the 100 mile penalty cease (travel allowance)?

A. In Toronto North, Capreol and Hornepayne the penalty will cease when the crew goes on duty. For example, at Capreol where there is a travel allowance for traveling between Capreol and Sudbury such traveling time is part of held away time. Crews go on and off duty at Capreol.

Q. 6 When called to deadhead when/where does the 100 mile penalty cease?

A. As prescribed by article 18.8 of Agreement 4.16 (U.T.U.) and article 25.7 of Agreement 1.1 (B. of L.E.)

Q. 7 Does the booking of personal rest affect the payment of penalty?

A. Yes. If personal rest is booked at Capreol, Hornepayne or Toronto then the maximum held away time will be extended by all time booked in excess of 6 hours. At Armstrong (if mandatory rest is not applicable) if rest over 3 hours is booked then all rest booked will be added to the maximum held away time, including cap. For example, a crew arrives and books 6 hours rest, then maximum allowable held away time, including cap, will be extended by 6 hours. If mandatory rest is applicable and personal rest is booked over such mandatory rest then such additional time will be added to the maximum held away time, including cap e.g. an employee is under 8 hours mandatory rest but, in addition, books 8 hours personal rest then 2 hours will be added to the maximum held away time, including cap.

Q. 8 How is my held away time affected if I am called and canceled at the away-from-home terminal?

A. If called and canceled at the away-from-home terminal, employees will maintain their relative standing and the following will apply:

a) If entitled to 50 miles all time will be used in the calculation of held time.

* **Example 1:** An employee has been at the away-from-home terminal for 4 hours, is called and 1 hour later canceled prior to reporting for duty, remains at the away-from-home terminal an additional 5 hours - total held time 10 hours.

* **Example 2:** An employee has been at the away-from-home terminal for 4 hours, is called and 1 hour after reporting for duty, without performing work (turning a wheel), is canceled, remains at the away-from-home terminal an additional 5 hours - total held time 10 hours.

b) If entitled to 100 miles all time on duty will not be counted in the calculation of the total held away time.

c) Should an employee after being canceled, book rest, such employee's held away "clock" will start at zero (0).

NOTE: This does not apply in the application of Mandatory Rest.

Q. 9 If it is known that a particular Train is going to be over the maximum allowable held away time can I be held beyond such time?

A. The intent is not to hold employees beyond the maximum held away time. However, there may be circumstances when it may occur.

Q. 10. What is the maximum held away time for crews operating in extended run territory between Toronto and Armstrong.

A. The maximum held time for away-from-home crews is 16 hours with a cap of 18 hours, or as otherwise provided herein, after which time they would be sent home.

EXCEPTION: It is understood, due to the unavailability of transportation, the maximum held time may be extended beyond the established cap. Crew(s) in this situation would not be required to work after exceeding the established cap and will be deadheaded to the home terminal. Employee(s) will be afforded the opportunity, at their option, to work beyond the established cap in the event no other employee(s) are available for service at the away-from-home terminal.

Q. 11. What is the rate of pay for the 100 miles an hour or portion thereof?

A. Through Freight Rates.

Q. 12. If called to the away-from-home terminal where passenger rates apply what penalty am I paid if held beyond the maximum held time?

A. 150 miles at passenger rates for each hour or portion thereof.

2. OPERATION OF EXTENDED RUN CREWS:

a) Turns in the pools will be regularly assigned turns and will be used in proper sequence. Failure to call turns in proper sequence or failure to use a pool turn within the designated time block will result in payment of constructive miles for the trip(s) missed.

b) Employees who make themselves unavailable for their assigned turn will have guarantees reduced by the constructive miles for the trip(s) missed.

c) Regular assigned turns will be advanced when there is a vacancy in a preceding turn as follows;

- i. Van promotion
- ii. Boosting of the turns within a time pool
- iii. Call spareboard employees
- iv. Under article 49 as referred to in this agreement

NOTE: If there are 4 turns in a pool and a vacancy exists in the first turn in that pool, the second turn will be advanced and used in place of the first turn in that pool, the third turn in place of the second turn and the fourth turn in place of the third. All turns may be advanced within a time block, i.e. the fourth turn may be advanced to the first turn providing the second and third turns are vacant.

d) Crews will be run first in first out at the away from home terminal, however, the Company may, at its option, select a home terminal or away from home terminal crew to man any train eligible for extended runs without penalty. This is provided to ensure, that all turns are worked in their time blocks and that layover times are minimized.

e) Regular assigned time pools will not crew work trains, snow plows or spreaders.

f) Employees in regular assigned pool service may exchange turns (trade off) twice per calendar month. Each exchange shall count as one exchange for each employee involved. The Local Chairperson or his/her delegate and/or the proper Local Officer of the Company may veto such trade offs. No trade off will be permitted between employees of different home terminals. This will not result in any additional cost to the Company. Employees will notify crew office within eight (8) hours prior to trade off and no less than two (2) hours to trade off.

g) All Employees will receive as close as practicable to a two hour call at the away from home terminal, excluding Armstrong where Employees will receive as close as practicable to a 1 hour call.

h) All Employees operating extended runs must have at least 6 hours rest, exclusive of call time, at the away-from-home terminal.

Exceptions:

1. Armstrong is excluded.
2. Employee(s) who have obtained rest enroute will not be required to take rest at the away-from-home terminal provided such employee(s) is not subject to the hours of service regulations within a period of 12 hours.

i) Employees whose away-from-home terminal is Capreol will go off duty at the Station in Capreol and will be provided transportation to and from the hotel in Sudbury. Employees will be entitled to a travel allowance of one hour from/to the hotel.

j) At Capreol, Hornepayne and Armstrong home and away-from-home crews may be called to operate via a location beyond the established extended run terminal to a distance not exceeding 25 miles.

k) Away-from-home terminal crews arriving, Malport, Bit, Don Yard, Doncaster and Capreol who require maximum personal rest shall have the right to book 9 hours this due to the distance required to travel to the accommodations. It is understood that the maximum held away time or the established cap, under these circumstances, shall only be increased by 2 hours.

Question and Answers pertaining to Operation of Extended Run Crews:

Q. 1 What determines when an employee is called from a given time pool, is it the ordering time of the Train or of the employee?

A. The ordering time of the train.

Q. 2 What is meant by "constructive miles"?

A. The extended run miles for the longest designed crew run (through freight) to the objective extended run terminal and return (outerswitch to outerswitch).

Q. 3 What am I entitled to if I am required to miss a trip(s) as a result of rules, medical attendance, etc.

A. Payment as provided by the applicable Collective Agreements.

Q. 4 Why were time pools established?

A. To provide for regularity, safety and flexibility.

Q. 5 Are the turns set-up to maximum mileage as provided for in the Collective Agreements?

A. Yes.

Q. 6 When will an employee be paid constructive miles:

1. After making a trip on his/her regular assignment and misses his/her regular assignment as a result of late arrival at the home terminal (i.e. his/her turn has gone out or is not utilized)? Yes.
2. After making a trip on his/her regular assignment and misses a trip as a result of booking personal rest or subject to mandatory rest. The employee will be paid constructive miles only if a relieving employee was required to report for duty within 10 hours from the time the regularly assigned employee booked rest or was subject to mandatory rest. Employees whose rest expires during the assigned time block will establish his/her turn in the last assigned turn within the block if such turn is vacant.

Q. 7 Would an employee be entitled to constructive miles as a result of working other than his/her regular assignment thereby missing his/her regular assignment?

A. Under no circumstances would an employee be entitled to constructive miles as a result of working other than his regular assignment except as provided by Articles 49 or 66 of Agreement 4.16 and Article 66.1 of Agreement 1.1.

Q. 8 Can employees in regular assigned extended run service be called to operate in other than extended run freight service.

A. Yes, if no other employees are available and if within their time block, they may be used in other service excluding work trains, snow plows, spreaders and yards.

Q. 9 What am I entitled to if I am returned to my home terminal without operating to the extended run away-from-home terminal?

A. Under extended run principles, you would be entitled to constructive miles less actual earnings.

Q. 10 Is it permissible to advance turns from one time block to another?

A. No.

Q. 11 Are there any situations in which I will not be entitled to constructive miles in the event my assigned turn is not utilized, if so, what are they?

A. Yes, Statutory Holidays, the Christmas/New Years season major disruptions or as otherwise referred to in the extended run principles.

Q. 12 Can the starting time of a Time Pool be adjusted?

A. Yes. The starting time can be adjusted by up to 3 hours. Notice must be given at least 2 hours in advance of the start time of the Time Pool. The movement of time blocks cannot be made on an ad hoc basis. The movement of time blocks of up to 3 hours is intended to be utilized in the event that the service design time of a train, which warranted such time block, changes to the extent that the traffic now operates outside of the time block. Under no circumstances can a time block be changed by more than 3 hours of the original established time or as otherwise provided herein. Consultation with the Local Chairperson must be made prior to the changing of a time block.

Q. 13 Can a turn be abolished between mileage checks?

A. Yes, if traffic does not warrant the established turn.

Q. 14. Can a turn be established between mileage checks?

A. Yes, if traffic warrants the turn.

Q. 15 If called in extended run service and my call is altered after reporting for duty what compensation am I entitled to?

A. Under the extended run principles you would be entitled to constructive miles or actual earnings, whichever is greater.

Q. 16 At Armstrong, what am I entitled to if I am not called in my proper turn given the company's determination that I do not have enough "green" time?

A. If not called in the proper turn and the replacement employee makes it to the objective terminal in the time remaining on your "clock" you would be entitled to a run-around. If the replacement employee does not make it to the objective terminal in the time remaining on your "clock" there is no entitlement to a run-around.

Q. 17. Is there specific criteria to follow when establishing regular assigned pool turns?

A. Yes,

1. They must be set at least to miles as provided for in the relevant Collective Agreement.
 2. Work allocation, as established between terminals or as otherwise provided herein, must not be exceeded.
 3. The minimum layover for each affected terminal must be established.
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TURNAROUND SERVICE OVER 100 MILES

- a) The Company, at its discretion, may call a crew to operate in turnaround service which is greater than 100 miles, as provided for in the Collective Agreement.
- b) The determination of whether in turnaround service or straight away service must be given to the crew at the time of call otherwise the provisions within the Collective Agreement will apply.
- c) Can be called in turnaround service in excess of 100 miles only if it is anticipated that such turnaround can be completed within 12 hours.
- d) If, due to unforeseen circumstances, the turn around service cannot be completed within 12 hours the crew will, in addition to all other earnings as provided for in the Collective Agreement, be entitled to a penalty payment of 18 1/2 miles an hour, or portion thereof, for all time beyond the 12 hours.
- e) When called in turnaround service when such service is over 100 miles and the crew if unable to make the home terminal within 12 hours such Crew cannot be tied up between terminals and must be returned to the home terminal.
- f) When called for turnaround service over 100 miles each employee will be notified of the point for which called and will be compensated to such destination and return to the home terminal.
- g) If called in turnaround service over 100 miles and the point for which called is not given the employee will be entitled to the miles to the extended run away from home terminal and return.
- h) If called in turnaround service over 100 miles and the train is beyond the point for which called the crew must go beyond such point to operate the train in turnaround service but will, in these circumstances, be entitled to the miles to the extended turn away from home terminal and return.
- i) This principle will not apply at the away-from-home terminal.

3. STATUTORY HOLIDAYS OTHER THAN THE CHRISTMAS SEASON:

1. **Turns not operating:** Employee(s) will be notified no less than 2 hours prior to the commencement of their respective time block. If canceled, Employee(s) will not be entitled to constructive miles and no alteration in Turn/Block rotation will occur. When turns are canceled within a time block they will be canceled from the last turn back, i.e.: time block A has 4 turns and we want to cancel 3 turns, turns 4, 3 and 2 would be canceled.
2. If not canceled at least 2 hours prior to the commencement of the time block, Employee(s) will be entitled to constructive miles.

3. If the canceled Employee(s) turn operates the Employee(s) will be entitled to constructive miles.
 4. These guidelines will apply unless as otherwise locally agreed between the Union and the Company.
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4. CHRISTMAS SEASON CANCELLATIONS:

1. From December 24 to January 3, inclusive, regular assigned pool turns are subject to cancellation. Employee(s) must be notified of such cancellation no less than 2 hours prior to the commencement of their respective time block. If canceled Employee(s) will not be entitled to constructive miles and no alteration in Turn/Block will occur. When turns are canceled within a time block they will be canceled from the last turn back, i.e.: time block A has 4 turns and we want to cancel 3 turns, turns 4, 3 and 2 would be canceled.
 2. If not canceled at least 2 hours prior to the commencement of the time block Employee(s) will be entitled to constructive miles.
 3. If the canceled Employee(s) turn operates the Employee(s) will be entitled to constructive miles.
 4. These guidelines will apply unless as otherwise locally agreed between the Union and the Company.
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5. MAJOR SERVICE DISRUPTIONS: (i.e.: train wrecks - snow blockades - washouts)

On the assigned territory: Between Hornepayne and Capreol - re-routing to Chapleau

- a) Extended Runs will be suspended. Chapleau will be considered as the away-from-home terminal for both Capreol and Hornepayne.
- b) Time blocks which operate on the Extended Run territory between Hornepayne and Capreol will be suspended.
- c) Regular assigned time pool crews will be placed on an "EMERGENCY BOARD" rotation to operate trains between the home terminal and Chapleau.
- d) Regular assigned time pool employees will be canvassed, in order of their relative standing (Block/Turn), as to whether they wish to be placed on the "EMERGENCY BOARD" prior to the commencement of their particular time block. Regular assigned time pool employees not available at the time of canvassing will be placed at the bottom of the "EMERGENCY BOARD" upon proper notification to the crew office.

Employees who desire to wait until the commencement of their time block will be placed at the bottom of the "EMERGENCY BOARD" at that time.

e) If a major service disruption occurs during a particular time block, employees will be immediately placed on to the "EMERGENCY BOARD". Employees will be notified prior to such placement.

f) Earnings for the operation of the "EMERGENCY BOARD" are those actual earnings as provided for in the Collective Agreements with the following exceptions;

i. If an employee on the "EMERGENCY BOARD" is not utilized subsequent to operations returning to normal such employee will be entitled to constructive miles. Normal operations occur within 12 hours subsequent to traffic operations being resumed on the assigned territory.

ii. On the return to normal operations those employees who book up to and including 14 hours rest on completion of their last tour of duty and, as a result, are unavailable for their regular assignment will be entitled to constructive miles.

g) The maximum allowable held away time is not applicable at Chapleau.

h) The 100 mile an hour, or portion thereof, penalty will not apply. The penalty mileage, as provided for in the Collective Agreements, remains in effect.

i) Non-Essential Trainmen in time pools will have the same opportunity to enter the "EMERGENCY BOARD" as the corresponding Conductor. If such employee desires not to enter the "EMERGENCY BOARD" at the same time as his/her corresponding Conductor they will, upon entering the "EMERGENCY BOARD", align themselves with the first available Conductor. Such employee will operate as a crew until normal service is restored.

j) Employees on assignments 337 (at Capreol) and 336 (at Hornepayne) will have the opportunity to enter the "EMERGENCY BOARD" and will be canvassed accordingly. Should they not desire to enter when canvassed they will, based on the service design departure time of their respective assignments, enter the "EMERGENCY BOARD".

k) Away-from-home crews who are at the away-from-home terminal (Capreol, Hornepayne, or Foleyet) at the time of such Major Service Disruption may be utilized out of the terminal of Chapleau under the following conditions;

1. Within two hours of the major service disruption employees, if not under personal rest, must be called to deadhead to the terminal of Chapleau.
2. If personal rest is booked employees will be called to deadhead to Chapleau within two hours of the expiration of such personal rest.
3. Employees will run first-in-first out at the terminal of Chapleau with other employees.

l) The maximum held time for employees moved to Chapleau, as provided for in item k), shall be 12 hours at which time employees will be sent home.

EXCEPTION: It is understood, due to the unavailability of transportation, the maximum held time may be extended beyond the established cap, Crew(s) in this situation would

not be required to work after exceeding the established cap and will be deadheaded to the home terminal. Employee(s) will be afforded the opportunity, at their option, to work beyond the established cap in the event no other employee(s) are available for service at the terminal of Chapleau. All personal rest in excess of 3 hours shall be added to the maximum held time.

m) Hornepayne crews shall not required to operate trains between Sudbury and Chapleau on CP lines and Capreol crews shall not be required to operate trains between Chapleau and White River on CP lines.

Between Hornepayne and Capreol - no re-routing

a) Time blocks will remain in effect.

b) Time blocks may be altered so as to capture the irregular flow of traffic.

NOTE: This alteration applies only to the movement of the time block and not to the hourly limit of such block. The Local Chairperson of the Union or his/her delegate must be consulted prior to any time block alteration.

c) Employees must be notified at least 2 hours prior to the commencement of their assigned block of such alteration. If not properly notified employees will be entitled to constructive miles.

Between Hornepayne and Armstrong

a) Time blocks will remain in effect.

b) Time blocks may be altered so as to capture the irregular flow of traffic.

NOTE: This alteration applies only to the movement of the time block and not to the hourly limit of such block. The Local Chairperson of the Union or his/her delegate must be consulted prior to any time block alteration.

c) Employees must be notified at least 2 hours prior to the commencement of their assigned block of such alteration. If not properly notified employees will be entitled to constructive miles.

d) The 100 mile an hour, or portion thereof, held away penalty will not apply. The penalty mileage, as provided for in the Collective Agreements, remain in effect.

e) In the event Traffic is re-routed, in extended run service, between Hornepayne and Thunder Bay Articles 29.5 and 29.9 of Agreement 1.1 and Articles 51.4 and 51.8 of Agreement 4.16 will be modified to reflect 12 hours.

Between Toronto North and Capreol

a) Time blocks will remain in effect.

b) Time blocks may be altered so as to capture the irregular flow of traffic.

NOTE: This alteration applies only to the movement of the time block and not to the hourly limit of the block. The Local Chairperson of the Union or his/her delegate must be consulted prior to any time block alteration.

c) Employees must be notified at least 2 hours prior to the commencement of their assigned time block of such alteration. If not properly notified employees will be entitled to constructive miles.

d) The 100 mile an hour, or portion thereof, penalty will not apply. The penalty mileage, as provided for in the Collective Agreements, remain in effect.

On the adjacent territory:

a) Time blocks will remain in effect.

b) The 100 mile an hour penalty, or portion thereof, remains in effect.

c) Time blocks may be altered so as to capture the irregular flow of traffic.

NOTE: This alteration applies only to the movement of the time block and not to the hourly limit of the block. The Local Chairperson of the Union or his/her delegate must be consulted prior to any time block alteration.

d) Employees must be notified at least 2 hours prior to the commencement of their assigned time block of such alteration. If not properly notified employees will be entitled to constructive miles.

e) Pools can only be changed once from their original starting time.

f) On return to normal operations those employees who book up to and including 14 hours rest on completion of their last tour of duty and, as a result, are unavailable for their regular assignment will be entitled to constructive miles.

g) If a major service disruption occurs West of the terminal of Hornepayne but East of Longlac thereby preventing the rerouting of traffic on the Kinghorn Subdivision, resulting in traffic being operated on CP lines (Thunder Bay to Sudbury) the following will apply;

i. The territory between Hornepayne and Capreol will operate under the same conditions as if the major service disruption occurred on the assigned territory with the exception that the 100 mile an hour, or portion thereof, penalty will apply.

h) If the major service disruption occurs on the adjacent territory West of the terminal of Armstrong the following will apply;

i. The territory between Hornepayne and Armstrong will operate under the same conditions as if the major service disruption occurred on the assigned territory with the exception that the 100 mile an hour, or portion thereof, penalty will apply.

i) These guidelines will apply unless as otherwise locally agreed between the Union and the Company.

j) In the event traffic is re-routed, in extended run service, Hornepayne to Thunder Bay Articles 29.5 and 29.9 of Agreement 1.1 and Articles 51.4 and 51.8 of Agreement 4.16 will be modified to reflect 12 hours.

BETWEEN WINNIPEG & TORONTO ON OTHER THAN ADJACENT OR ASSIGNED TERRITORIES

a) Time blocks will remain in effect.

b) The 100 mile an hour penalty, or portion thereof, remains in effect.

c) Time blocks may be altered so as to capture the irregular flow of traffic.

NOTE: This alteration applies only to the movement of the time block and not to the hourly limit of the block. The Local Chairperson of the Union or his/her delegate must be consulted prior to any time block alteration.

d) Pool turns can be adjusted by up to five (5) hours. Employees must be notified at least 8 hours prior to the commencement of their assigned time block of such alteration. If not properly notified employees will be entitled to constructive miles.

e) Pools can only be changed once from their original starting time.

f) The territory between Winnipeg & Toronto will operate under the same conditions as if the major service disruption occurred on the assigned territory with the exception that 100 mph or portion thereof penalty will apply.

g) These guidelines will apply unless as otherwise locally agreed between the Union and the Company.

6. WORK LOAD ALLOCATION - CORRECTION PROCEDURES

a) A "window of opportunity" for fluctuations in traffic patterns shall be maintained within plus (+) or minus (-) 5 percent (%).

b) Such workload allocation shall be determined on a monthly basis within + or - 5%. Any deficiency within the one month period (within 5%) shall be adjusted during the following month.

c) Any deficiency of 5% or greater shall not be adjusted however the identified workload allocation shall be maintained. A determination shall be made of the loss of earnings (miles) to a particular terminal as a result of such deficiency. The terminal adversely affected shall be compensated the loss of earnings (miles), resulting from such deficiency as follows;

- i. The compensation of earnings (miles) as provided for in item (c) shall be distributed, in seniority order, to those employees who were available for service and who were prevented from earning their maximum entitlement.
 - ii. Should it be determined, as a result of work availability, that an employee had the opportunity to earn his/her maximum mileage entitlement and/or each employee at the affected terminal earned their maximum mileage entitlement then no compensation shall be provided.
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7. GENERAL QUESTIONS

Q. 1. If called for duty at the home terminal to deadhead at passenger rates and, after reporting for duty, I am canceled. Am I entitled to payment of constructive miles?

A. Under the Collective Agreement you would be entitled to constructive miles if assigned to through freight service. This would not apply if called to deadhead for passenger service, example VIA Rail.

Q. 2. If on the spareboard how much rest can I book after completing a tour of duty in extended run service without affecting general holiday pay.

A. 24 hours.

Q. 3. How is my relative standing established at the away-from-home terminal?

A. By the principle of "first-in, first-out".

Q. 4. Can an away-from-home terminal crew be called for short turnaround service?

A. Yes, only on their assigned territory and then only if no home terminal employees are available for such service.

Q. 5. With respect to regular assigned crews operating in extended run territory; is my eligibility for General Holiday pay affected as a result of not having the required number of qualifying tours of duty as provided for in Article 77 of Agreement 4.16 and Article 76 of Agreement 1.1?

A. No, provided the regular assigned employee(s) was available for all his/her regular assigned trips in the preceding 30 days from the date of the General Holiday.

Q. 6. Is my eligibility for General Holiday pay affected as a result of being off for miles as provided for in Collective Agreements 4.16 and 1.1?

A. No.

Q. 7. Is my eligibility for General Holiday pay affected as a result of a trade off as provided for herein?

A. No.

DISPUTE PROCEDURES

03 July 1996

Mr. M.P. Gregotski
General Chairperson
Canadian Council of Railway
Operating Unions
Country Square
516 Garrison Rd., Unit 5
Ft. Erie, ON. L2A 1N2

Mr. C. Hamilton
General Chairperson
Canadian Council of Railway
Operating Unions
798 Broadview Avenue
Toronto, ON, M4K 2P7

Gentlemen:

During discussions of the Great Lakes Extended Runs Steering Committee, the Union representatives on the Implementation Committee presented a "Dispute Procedures" for consideration.

During discussion, the company indicated that during negotiations which led to the agreement on Extended Runs, the parties agreed to the establishment of District and Regional Committees whose role and purpose was to address issues of concern and resolve impasses as they affected the successful operation of extended runs.

The concept of a disputes procedure was not envisioned nor deemed necessary at that time although the Union has now indicated that there may be circumstances where issues that have been reviewed with, and cannot be resolved by the Managers and Local Union Officers responsible for managing the extended runs on their respective territory.

The parties shall form which shall contain the principles that are presently in practice and mutually agreed to by the proper Extended Run Officers and the General Chairperson(s). It is acknowledged by all parties that there will be on-going adjustments and modifications in regards to this document. Modifications of the Extended Run Principles shall only occur with unanimous agreement of the Regional Steering Committee or as otherwise provided for in 'Appendix 9' of the May 5th, 1995 agreement.

The principles for Extended Runs will be forwarded to the Steering Committee no later than 30 days after implementation has commenced, at which time the principles will be considered as accepted, unless the Steering Committee deems any immediate changes.

The Company has complete confidence that most if not all issues can be addressed informally between the Union and the Company, however in the event that this is not possible, the following shall apply:

The Undersigned would request the following changes to the Grievance procedure be outlined in the "Extended Runs" Document:

1. The "document" will clearly outline that this dispute procedure will be limited to resolving disputes between the CORE Council and the Company brought on by the implementation of Extended Runs. It will not be used for the purpose of grieving internal issues/disputes that may arise between the constituent Unions forming the Council (UTU - BLE).
2. A dispute concerning the administration or principles of extended runs will initially be progressed to the Proper District Committee Member(s). The dispute will include the suggested remedies to the disagreement. The District Committee Members will conference, within 15 calendar days from the date the dispute is received, to discuss possible solutions. If they are unable to come to a satisfactory solution and a dispute remains unresolved, either party, within 15 calendar days following such meeting, may progress the dispute, in writing to their Regional Steering Committee Member. A copy of such letter outlining the dispute will be remitted to each member of the Steering Committee. The dispute as progressed will include the suggested remedies to the disagreement.
3. The Regional Steering Committee Members will conference, within 30 days, to discuss disputes. If they are unable to come to a satisfactory solution and a dispute remains unresolved, the dispute may be progressed by the proper Regional Steering Committee Officer/Representative of the complainant's union or the proper officer of the Company, to a mediation/arbitration process for final and binding resolution.
4. Such dispute will be referred to the Mediator/Arbitrator within 30 calendar days from the date of the Regional Steering Committee's conference, wherein the dispute was not resolved.
5. It is agreed the costs and expenses of the mediator/Arbitrator will be equally shared by the Company and CCROU (BLE & UTU).
6. Unless otherwise mutually agreed to between the parties, the Mediator/Arbitrator will be the same Arbitrator who is appointed by the parties to handle all disputes at the Canadian Railway Office of Arbitration.

If the foregoing properly represents our agreement please so indicate by signing and returning the attached copy of this letter.

With regards to the reference to principles, these are to mean run specific and not those contained in appendix of the May 5th 1995 agreement.

Yours truly,

Sgnd.

Keith Heller

Sr. vice-president - CN East

I Concur

Sgnd.

Marty Gregotski

General Chairperson

Sgnd.

Cliff Hamilton

General Chairperson

cc: B.L. Olson, Director Human Resources (w140.)

Both are identical

SHORT TURN AGREEMENT

All road switchers and rescues of less than 100 miles will be considered short turns.

For purpose of clarity the 100 mile limits/turnaround points for short turns are:

Bala sub - mile 112 (Torrance)

Newmarket sub - mile 112 (Gravenhurst)

Work trains of one day will be considered a short turn. Work trains called in excess of one day are not considered short turns.

Employees in through freight or rescue/relief service cancelled after reporting for duty who claim round trips miles to the away from home terminal do not qualify for a short turn and must drop to the bottom of the board after being cancelled. The Locomotive Engineer will be responsible for informing CMC as to their positioning on the board after completion of their assignment.

Locomotive Engineers will not be subject to a 2nd short turn unless there are no other Locomotive Engineers available on the spareboard.

Failure to advise the CMC of the short turn will result in non-payment of grievance claims.

No claims will be entertained as a result of the short turn agreement.

Randy Helmle
Manager CMC Eastern Canada
(905)-760-3824 office
(905)760-5368 fax

We have agreed to allow the engineers in 42 TN the ability to retain their short turn when they book EO.

An engineer who ties up and requests supplemental rest(EO) must contact the CMC within a reasonable time frame after tie up to request the short turn be added back when they are retaining their turn. Any employee who is requesting to be dropped upon expiration of EO will not be allowed to add the short turn back.

The onus is strictly on the individual. The turn can only be added after the EO is booked otherwise it will drop again.

Randy Helmle
Manager CMC Eastern Canada
(905)-760-3824 office
(905)760-5368 fax

LOCAL AGREEMENT between Canadian National Railway Company, Great Lakes Region, and TCRC-CTY Division 852 – Toronto North (Conductors), with respect to a payment to the Conductor and Assistant Conductor on assignment 595 for deadheading to/from Huntsville, Ontario.

1. The parties have agreed to establish a relief assignment (544/595) operating out of the Terminal of Toronto North that will work two days per week in Toronto, assignment 544 (Monday and Thursday), and three days per week in Huntsville, assignment 595 (Tuesday, Wednesday and Friday) with Saturday and Sunday as days off. Assignment 595 (Huntsville) will have an 0800 hour scheduled start time.
2. It is agreed that the Conductor and Assistant Conductor, whether regularly assigned or forced under the application of Articles 48.8 (a) and/or (b) (Permanent Positions) or 49.26 (a) and (b) (Temporary Vacancy) and the note attached thereto of Agreement 4.16 to a position on relief 544/595 will, in lieu of accommodations, be compensated three (3) hours in each direction at the pro rata rate of pay for the position so held, provided the employee supplies his/her own transportation for each day required to report for duty in Huntsville ON. Such payment will be over and above any/all other earnings. Time spent deadheading will not be used in the computation of guarantees, or hours of work for the purpose of rest, meals or overtime payments.
3. In the event that a forced employee is unable to provide his/her own transportation, the Company will provide transportation from Mac Yard to/from Huntsville and the employee will be allowed a payment of one (1) hour in each direction at the pro rata rate of pay for the position so held. Such payment will be over and above any/all other earnings. Time spent deadheading will not be used in the computation of guarantees, or hours of work for the purpose of rest, meals, or overtime payments.
4. Should a vacancy occur on assignment 595 (Huntsville) requiring the use of a spareboard employee(s) on a tour of duty basis, such employee(s) will be called at 1600 hours for 1800 hours on the day before the assignment is to operate if the regular assigned employee is booked off, or at the time the regular assigned employee books off if that time is later than 1600 hours on the day prior to the day the assignment is scheduled to operate. The provisions of Article 17 (Deadheading) and Article 24 (Cabooses and Accommodations) will continue to apply. The Company will arrange for transportation to/from the hotel to the yard office as required.
5. In the event that the Conductor and Assistant Conductor positions are vacant on assignment 544/595 and they are being filled by the spareboard, the senior qualified employee will fill the Conductors position. If the Conductors position is vacant the Assistant Conductor will fill the Conductors position and the spare employee will fill the Assistant Conductor position.

6. In the event that the spareboard becomes exhausted and it is necessary to call a regularly assigned employee to fill the vacant position(s), item #4 and #5 above will apply to such employee(s).
7. Any/all prior agreements regarding Huntsville are cancelled.
8. This agreement is subject to cancellation upon thirty days written notice by either party.

Signed this 27 day of July, 2017

FOR THE COMPANY:

J. P. Newton for: G. HARE

G. Hare
CN Superintendent, NOZ

I Concur,

J. P. Newton

J. Newton
CN General Manager, NOZ

FOR THE TCRC-CTY:

Joel Kearney
Joel Kearney
Local Chairman
TCRC-CTY Division 852

I Concur,

J. M. Robbins

J. M. Robbins
General Chairman
TCRC-CTY Central

The Toronto Terminal is broken up into two distinct terminals. Toronto North and Toronto South.

The Toronto North terminal handles trains from Toronto to Capreol, which is extended run territory. They also handle traffic between Toronto and North Bay. In order to be a qualified conductor in the Toronto North terminal, the employee must also be CP rules qualified, which is a class followed by 3 trips made on the CP Directional Running Zone (DRZ). Toronto North crews are governed by not only the Collective Agreement, but also the Extended Run Principles.

Toronto South handles local work in and around the Greater Toronto Area (GTA). They can also take trains towards Sarnia, Fort Erie and Belleville when required, however they do not own the work between these locations, which means, if you use them, its because there is absolutely nobody else, and once relieved, they are deadheaded home.

The Bala Sub is a shared territory between the Toronto North and Capreol terminals. Each terminal owns 50% of the work on this subdivision.

Attached is the letter of understanding for LOCOMOTIVE ENGINEERS only, concerning being used off of assigned territory. This does not mean that we are going to force Engineers to take trains on subdivisions that they are not qualified on. It means that if we have a puller in the Toronto Terminal that we have Toronto South CTY for, we can call them and they are expected to protect.

Concerning mix and matching LEs and COs from different terminals – you can do this on territory that they both own. So in the case of the Bala Sub, you can use a Capreol Engineer and a Toronto North Conductor or vice versa. It does not mean that you can force a Toronto South conductor with a Toronto North Engineer because Toronto South does not OWN any work on the Bala Sub. You can most certainly canvass, but the employees canvassed MUST meet all of the requirements of the run, meaning they have to be CP qualified and rested. If you canvass an Toronto South employee for a Toronto North train, they are able to decline. You can only canvass. So if they say no, it is not a refused call, nor a missed call if they don't answer.

With regards to Puller Crews – also known as 500/501/502. The distinction between the 3 symbols is strictly for accounting purposes. It tells the systems who is paying for this assignment. The principle of the assignment is the same. They rescue trains.

These assignments ideally will be called out of one terminal. So if the boards are healthy and it is being called to protect a train from the NOD, they would use a TN crew. If it's from the SOD, Toronto South. But with the number of layoffs that we currently have and both locations running very lean, we often have to strategize how to best fill these assignments. This means that since both Toronto North and Toronto South have their own boards and their own vacancies, the East and West Supervisor should be talking about how to best strategize the ordering based on each others requirements. If you are not able to man the assignment out of one terminal, meaning, you have reached End of Decisions, you may have to mix the crew. You cannot mix the crew until calling is exhausted, which means you can't hold back an available employee because you are saving them for something else. You cannot mix the terminals of employees being called under the same Collective Agreement. That means that the Conductor and the Brakeman for the assignment must be from the same terminal. You can have a TS EN and TN CTY or vice versa. If you have exhausted ALL calling procedures and cannot fill the two CTY positions, you can canvass the other terminal, but contractually they are not required to accept. If it is going to short both terminals to order the assignment, then we would cut in the Chief and the GST who would assist in prioritizing the assignments.

THIS APPLIES TO LOCAL ASSIGNMENTS ONLY – NOT EXTENDED RUNS OR THROUGH FRIEGHT SERVICE.