

Teamsters Canada Rail Conference

Conférence ferroviaire de Teamsters Canada

Division 189-Belleville Engineers

April 29, 2016

SUBJECT: Short Haul Operation Kingston Subdivision – Appendix A

Sisters and Brothers,

Attached is the signed copy of the Kingston Subdivision version for Addendum 103 – Appendix A. It is effective yesterday, April 28th 2016.

Here are some of the highlights:

Held Away:

- 14 hours with a Maximum Cap of 16 hours
- 6 hours personal rest without affecting Maximum Held Away
- No short turns out of the Away-from-Home Terminals including Toronto
- Clearer language for Major Service Disruption – being Windows are protected if service disruption is NOT between Montreal and Toronto
- Work Allocation Protector - 2% threshold which was not in Appendix A

Prior to the April 28th 2016, if the Company held you longer than 14 hours and you had booked 6 hour or less personal, put in a stand alone grievance under code 13 for a violation of Addendum 103 - Appendix A of the 1.1 agreement. Do not put in a value other than "01" as this will be a remedy grievance.

If you have any questions or concerns, feel free to contact myself or Mark Kernaghan.

Fraternally,

Paul Boucher

Local Chairman LE

Teamsters Canada Rail Conference

Conférence ferroviaire de Teamsters Canada

Randy Caldwell

General Chairman

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April 5, 2016

Mr. Michael Farkouh

Vice President-Eastern Canada
Canadian National Railway Company
1 Administration Road, MacMillan Yard
P.O. Box 1000
Concord, ON
L4K 1B9

Attention: Mr. Doug VanCauwenbergh

Dear Sir,

During discussions for the Kingston Subdivision Extended Run Operation Material Change, held in Toronto on March 4th 2016, the position of the Union was again stated to the Company regarding the application of Addendum 103 and Appendix A as outlined herein.

It is the position of the TCRC that the maximum held time for locomotive engineers operating under Addendum 103 – Appendix A is 14 hours with 6 hours or less personal rest booked. Locomotive Engineers held beyond 14th hour shall be deadheaded to the home terminal and will be paid 100 miles for each hour or portion thereof, held beyond the 14th hour.

The TCRC has also informed the Company, on various occasions since being served Material Change Notice on October 7th 2015, that Belleville and Montreal Locomotive Engineers are operating as per Addendum 103 – Schedule A since the implementation of Short Haul Operation on the Kingston Subdivision on January 17th 2016, and as such, the above application is in effect.

Without prejudice to the above positions, the TCRC is in agreement to establish an upper limit (cap) beyond the allowable maximum time, pending agreement of the enclosed document. As discussed on March 4th 2015, the upper limit (cap) was to be 16 hours.

Trusting the above is in order, I remain sincerely yours,

Randy Caldwell
General Chairman
TCRC Central Region

MONTREAL/BELLEVILLE – BELLEVILLE/TORONTO

TCRC CN SHORT HAUL AGREEMENT FOR LOCOMOTIVE ENGINEERS

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 mutually agreed, will be compensated 100 miles an hour, or portion thereof, for all such time held beyond the allowable maximum time. This penalty will not apply in the cases of a train delay after the calling time when such delay is the result of unforeseen circumstances beyond the Company's control such as a broken rail.

The appropriate Company officer and the General Chairman may, through mutual agreement, establish an upper limit (cap) beyond the allowable maximum time where required, after which time, the crew will be sent home.

QUESTIONS AND ANSWERS PERTAINING TO HELD AWAY

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

A.1 The 100 mile penalty will apply for any portion of an hour held beyond the maximum. For example, if 14 hours is the maximum time permitted and a crew is held 15 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 18½ mile penalty as provided for in the Collective Agreement?

A.2 No. When the 100 mile penalty commences, it replaces the 18½ mile penalty.

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

A.3 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.4 Yes. In the case of major disruptions, or as otherwise referred to in the principles. Note: Refer to Major Disruptions.

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

A.5 The penalty will cease when the crew goes on duty.

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

A.6 As prescribed by Article 25.7 of Agreement 1.1

Q.7 Does the booking of personal rest affect the 100 mile penalty?

A.7 Yes. If personal rest is booked at the away-from-home terminal, then the maximum held away time will be extended by all time booked in excess of 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, 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.

Q.8 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.8 The intent is not to hold employees beyond the maximum held away time. However, there may be circumstances when it may occur. In such cases employees shall only be deadheaded, unless as otherwise provided herein, to the home terminal.

Q.9 What is the Maximum held away for Belleville and Montreal crews at the away from home terminal?

A.9 14 Hours with a Cap of 16 hours, after which time they will be deadheaded to the home terminal, except as provided herein.

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

Q.10 How is my held away time affected if I am called and cancelled at the away-from-home terminal?

A.10 If called and cancelled 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 is cancelled 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 cancelled, 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.

* **Example 1:** An employee has been at the away-from-home terminal 4 hours, is called

and 1 hour later, after performing work is cancelled, remains at the away-from-home terminal an additional 5 hours – total held time - 9 hours.

Kingston Short Haul Operation Between Montreal & Toronto April 2016

2) OPERATION OF CREWS

a) Turns shall be established in 8 hour pools (set to maximum mileage) and will be considered as regularly assigned turns. Such will be used in their proper sequence, unless as otherwise provided herein. 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 trip(s) missed.

b) Employees who make themselves unavailable for their assigned turn will have guarantees/maintenance of earnings 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) Boosting of the turns within the time pool
- ii) Boosting of turns from one overlapping time pool to another within the time pool window, providing time pool is active.
- iii) Assigned Chaingang/pool; if applicable
- iv) Call spare board employee

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 turn. All turns 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. This is provided to ensure, that all turns are worked in their time blocks and 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 Chairman or his delegate and/or the proper Local Officer of the Company may veto such trade-offs. This will not result in any additional cost to the Company. Employees will notify the CMC within eight (8) hours prior to trade off and no less than two (2) hours to trade off.

g) For the purposes of rest en-route the provisions Article 29.5 A of the Agreement 1.1 shall apply (10 hours).

QUESTIONS AND ANSWERS PERTAINING TO THE OPERATION OF 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.1 The ordering time of the train.

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

A.2 The run miles from the longest designed crew run (through freight to the objective terminal and return) outer switch to outer switch.

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

A.3 Payment as provided by the applicable Collective Agreement.

Q.4 Why were time pools established?

A.4 To provide for regularity, safety and flexibility.

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

A.5 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)? Answer - 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? Answer - The employee will be paid constructive miles only if a relieving employee was required to report for duty within the regularly assigned employee's rest period as long as it does not exceed 8 hours 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.
3. Should it be determined that, as a result of work availability, that an employee had the opportunity to earn his/her maximum entitlement and/or each employee at the affected terminal earned their maximum mileage entitlement, then no compensation shall be provided.

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.7 Under no circumstances would an employee be entitled to constructive miles as a result of working other than his/her regular assignment except as provided by Article 66 of the 1.1 Agreement.

Q.8 What am I entitled to if I am returned to my home terminal without operating to the away-from-home terminal.

A.8 Under the principles, you would be entitled to constructive miles less actual earnings.

Q.9 Can regular assigned pool employees, as established under the principals as provided herein, be called to operate in other freight service at the home terminal?

A.9 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.

Note: In such cases the employee would be entitled to constructive miles or actual earnings, whichever is greater.

Q.10. Can Montreal employees be used to operate short turns out of the away-from-home terminal of Belleville?

A.10. No.

Q.11. Can Belleville employees be used to operate short turns out of the away from home terminal of Montreal or Toronto?

A.11. No.

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

A.12 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 the 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 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 Chairman must be made prior to the changing of a time block of up to 3 hours. In the event a time block is changed, all employees occupying positions within the time block must be notified.

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

A.13 Yes, if traffic does not warrant the established turn.

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

A.14 Yes, if the traffic warrants the turn.

Q.15 If on duty in my time block, can my call be altered to operate another train?

A.15 Yes, only within your specific time block, and with the original ordering time.

Q.16 If called for service and my call is altered after reporting for duty, what compensation am I entitled to?

A.16 Under the principles, you would be entitled to constructive miles or actual earnings, whichever is greater.

Q.17 If I am ordered first in a time block of 3 crews and the train for which called is delayed, how is my turn affected in relation to the other turns called in my time block?

A.17 Your turn would not be affected and you would remain with the train for which

called unless altered as provided for in the Collective Agreement as amended by the principals contained herein.

Q.18 Is there specific criteria to follow when establishing regular assigned pool turns?

A.18 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, must not be exceeded. (Montreal 56% and Belleville 44%)
3. The minimum and maximum layover for each affected terminal must be established.

Q.19 Can a Belleville crew be called to operate a train through the terminal of Belleville?

A.19 Only if such train is located at/or between Napanee to the East and Brighton to the West.

Q.20 Can a Montreal Crew be called to operate a train through the terminal of Belleville?

A.20 Only if such train is located at/ or between Brighton and Belleville.

3) TURNAROUND SERVICE OVER 100 MILES

- a) The Company, at its discretion, may call a crew to operate in turnaround service that is greater than 100 miles, provided for in the Collective Agreement.
- b) The determination of whether in turnaround 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 service can be completed within 10 hours.
- d) If, due to unforeseen circumstances, the turnaround service cannot be completed within the 10 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 ½ miles per hour, or portion thereof, for all time beyond the 10 hours.
- e) When called in turnaround service and such service is over 100 miles and the crew, if unable to make the home terminal within 10 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 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, will in these circumstances, be entitled to the miles to the away-from-home terminal and return.

i) This principle will not apply at the away-from-home terminal.

4) STATUTORY HOLIDAYS OTHER THAN THE CHRISTMAS SEASON

a) Turns not operating:

Employees will be notified no less than 2 hours prior to the commencement of their respective time block. If cancelled, employees will not be entitled to constructive miles and no alteration in Turn/Block rotation will occur. When turns are cancelled within a time block, they will be cancelled from the last turn back, i.e. time block A has 4 turns and we want to cancel three (3) of the turns, turns 4,3, and 2 would be cancelled.

b) If not cancelled at least 2 hours prior to the commencement of the time block, employees will be entitled to constructive miles.

c) If the cancelled employee's turn operates, the employee will be entitled to constructive miles.

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

5) CHRISTMAS SEASON CANCELLATIONS

a) From December 24 to January 3, inclusive, regular assigned pool turns are subject to cancellation. Employees must be notified of such cancellation no less than 2 hours prior to the commencement of their respective time block. If cancelled, employees will be entitled to constructive miles and no alteration in Turn/Block will occur. When turns are cancelled within a time block, they will be cancelled from the last turn back, i.e. time block A has 4 turns and 3 turns are to be cancelled, turns 4,3, and 2 would be cancelled.

b) If not cancelled at least 2 hours prior to the commencement of the time block, employees will be entitled to constructive miles.

c) If the cancelled employee's turn operates, the employee will be entitled to constructive miles.

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

6) MAJOR SERVICE DISRUPTIONS: (i.e. Train Wrecks, Snow Blockades, Washouts)

BETWEEN MONTREAL AND TORONTO:

a) Time Blocks will be suspended.

b) Regular assigned time pool crews will be placed on an "EMERGENCY BOARD" rotation to operate trains.

Note: Clarification of which Emergency Board the employee will be placed (Belleville Only):

i) Employees assigned to Belleville-Montreal Assignments will be placed on an East End "Emergency Board".

ii) Employees assigned to Belleville-Toronto Assignments will be placed on a West End "Emergency Board".

iii) Employees assigned out of Belleville in both directions, (Montreal and Toronto) will be placed on the applicable "Emergency Board" outlined above based on when his/her next regular trip is scheduled.

c) 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.

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

e) Earnings for the operation of the "EMERGENCY BOARD" are those actual earnings as provided by the Collective Agreement with the following exceptions:

a) If an employee on the "EMERGENCY BOARD" is not utilized subsequent to operations returning to normal, such employee will be entitled to constructive miles. Operations must have returned to normal during the employee's assigned time block resulting in the employee not being utilized. Normal operations occur within 12 hours subsequent to traffic operations being resumed on the assigned territory.

f) 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.

f) The maximum allowable held away time is not applicable.

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

ON THE ADJACENT TERRITORY (ADJACENT TO MONTREAL-TORONTO CORRIDOR):

a) Time blocks will remain in effect.

b) The maximum allowable held away time will remain in effect.

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

d) 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 Chairman of the Union or his/her delegate must be consulted prior to any time block alteration.

e) 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.

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

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

7. WORKLOAD ALLOCATION – CORRECTION PROCEDURES

a) A "window of opportunity" shall be maintained for fluctuations in traffic patterns within plus (+) or minus (-) 2 percent (%) for each calendar month.

b) Any deficiency of 2% 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 (b) 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 that, as a result of work availability, that an employee had the opportunity to earn his/her maximum entitlement and/or each employee at the affected terminal earned their maximum mileage entitlement, then no compensation shall be provided.

GENERAL QUESTIONS

Q.1 If called for duty at the home terminal to deadhead at passenger rates and after reporting for duty, I am cancelled. 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.

Q.2 How is my relative standing established at the away-from-home terminal?

A.2. By principle of "first-in, first-out."

Q.3 Is my eligibility for the General Holiday pay affected as a result of a trade off as provided for herein?

A.3 No.

Q.4 Is my eligibility for General Holiday pay affected as a result of being off for miles as provided for in the Collective Agreement 1.1?

A.4 No.

DISPUTE PROCEDURE

a) Any dispute concerning the interpretation or application of any of the provision contained herein shall be processed by way of the relevant dispute procedures as contained within the Collective Agreement 1.1 (Article 73).

Dated April 5, 2016

I Concur,

Doug Van Cauwenbergh

For M. Farkouh

Vice President

Eastern Division

G.R. Caldwell

General Chairman

TCRC LE

Received Signed April 28th 2016

SHORT TURN AGREEMENT – Belleville C.T.Y

Guidelines and Principles

- 1) Belleville Spareboard Conductors may claim short turn status after working any turnaround or combined service, wayfreight, roadswitcher, worktrain, or yard assignment. The total pay miles of these assignments must be 149.99 miles or less.
NOTE: If the assignment worked has a total pay miles of 150.00 miles or greater, then short turn status **must not** be claimed by the employee or counted against the employee as working a short turn as per principle 7. He/she would then be placed, accordingly, at the bottom of the spareboard.
- 2) Pay miles include all bonuses (p,pe,pf,dc), doubling miles, initial terminal, final terminal, constructive mile (cm), lr, and overtime.
- 3) Short turn assignments must originate and finish at Belleville (ie. One working ticket).
- 4) Conductors claiming short turn status will be placed 1st up on conductor's spareboard, regardless of position on the spareboard at time of original call. If 2 or more Conductors claim short turn status, they will be placed at the head of the spareboard as per their outer switch or off duty times as applicable.
NOTE: If there are spareboard Conductors already placed at the head of the spareboard from claiming short turn status, the Conductor now claiming short turn status upon completion of assignment, will be placed immediately behind them.
Example: Conductor Jones is 3rd up on Conductors spareboard and accepts a call to work roadswitcher 519. Upon completion of assignment, he claims short turn status and is placed 1st up on conductor's spareboard. Conductor is 4th up on conductor's spareboard and accepts call to work roadswitcher 520. Upon completion of assignment, he also claims short turn status but because Mr. Jones is already 1st up on spareboard from short turn status, Mr. Brown will be placed 2nd up immediately behind Mr. Jones.
- 5) Conductors may take up to 12 hours rest upon completion of assignment and claim short turn status. If rest taken in excess of 12 hours (i.e. 13 hrs or greater), short turn status **must not** be claimed by the employee, or counted against the Conductor as working a short turn as per principle 7, and he/she will be placed accordingly at the foot of the spareboard.
- 6) Conductors will be responsible to indicate desire to claim short turn status and be placed 1st up on the conductors spareboard, by going to 2nd page of tie-up screen

and placing a "y" in the short turn field upon completion of assignment. This short turn field is requested to be a protected field and once the "y" is placed, it cannot be changed. If "y" is not placed then short turn status is NOT claimed nor will it be counted against the Conductor as working a short turn as per principle 7, and the Conductor will be placed accordingly at the foot of the locomotive conductors spareboard.

Exception: 15 minute grace period, only to place "y" in short turn field. This must be done through Crew Dispatcher at CMC. If Conductor has already placed "y" in tie-up screen, they cannot call crew dispatcher under the grace period, to have it removed.

7) Unless the spareboard is exhausted, Conductors will not be called to work a designated short turn assignment (refer to principle 8), the next call immediately following being placed at the head of the conductors spareboard due to claiming short turn status.

NOTE: This principle is only applicable to the next trip to be worked after claiming short turn status. After this next non – designated short turn is worked, the Conductor will not be penalized from being called for any other designated short turn assignments, and after working such may again claim short turn status under previous principles.

8) **Designated Short Turn Assignments** applicable to principle 7:

- I. Any yard assignment
- II. Any work train not ordered, at time of call, past Kings to east or Newtonville to west.
- III. Any roadswitcher assignment (eg. 519 and 520)
- IV. Any extra wayfreights (eg B518)
- V. Any short rescues ordered no further than Kings to the east and Newtonville to the west.

NOTE

Rescues ordered past Kings to the east and past Newtonville to the west are not designated short turn assignments, and are not applicable to principle 7 for calling procedures.

9) Short turn agreement will be policed by Belleville with the following penalties to Conductors who abuse these principles.

PENALTIES:

I. Any Conductor who changes pay miles of short turn ticket, which increases such pay miles higher than 149.99 miles, will be unable to use short turn agreement for a period of 28 days.

Example: Called for short rescue to Kings. The tie-up ticket with initial terminal, constructive miles, and final terminal pays 146.00 miles. Conductor puts "Y" in short turn field to be placed 1st up on Conductors spareboard. At a later date, he/she puts in a PF claim which increases pay miles from 146.00 to 158.50 miles. This exceeds 149.99 miles and as such, he/she would be unable to claim short turn status for a period of 28 days.

II. Any Conductor who deliberately places "Y" in short turn field when they did not work short turn assignment will be penalized 1 day for every 50 miles worked on round trip worked as result of being placed 1st up on spareboard from "Y" in short turn field.

Example: Conductor works home on train 368 from Mac Yd, and puts "Y" in short turn field to purposely be placed 1st up on spareboard. He/she later get called to work to Mac Yd on train 307 and return 320, for a round trip total of 300.00 pay miles. They would be penalized 1 day for each 50 miles worked, and as such would be removed from the working list for a period of 6 days (300/50=6 days).

10) No grievances will be entertained as a direct result of this agreement, when all conditions of this agreement have been adhered to.

11) This agreement will be subject to cancellation in 30 days of notification by either party.

SHORT TURN AGREEMENT – Belleville T.C.R.C

Guidelines and Principles

- 1) Belleville Spareboard Locomotive Engineers may claim short turn status after working any turnaround or combined turnaround service, wayfreight, roadswitcher, worktrain, or yard assignment. The total pay miles of these assignments must be 149.99 miles or less.

NOTE: If the assignment worked has a total pay miles of 150.00 miles or greater, then short turn status **must not** be claimed by the employee or counted against the employee as working a short turn as per principle 7. He/she would then be placed, accordingly, at the bottom of the spareboard.

- 2) Pay miles include all bonuses (pi,pe,pf,dc), doubling miles, initial terminal, final terminal, constructive mile (cm), lr, and overtime.
- 3) Short turn assignments must originate and finish at Belleville (ie. One working ticket).
- 4) Locomotive Engineers claiming short turn status will be placed 1st up on engineer's spareboard, regardless of position on the spareboard at time of original call. If 2 or more engineers claim short turn status, they will be placed at the head of the spareboard as per their outerswitch or off duty times as applicable.

NOTE: If there are spareboard engineers already placed at the head of the spareboard from claiming short turn status, the locomotive engineer now claiming short turn status upon completion of assignment, will be placed immediately behind them.

Example: Locomotive Engineer Jones is 3rd up on engineers spareboard and accepts a call to work roadswitcher 519. Upon completion of assignment, he claims short turn status and is placed 1st up on engineer's spareboard. Locomotive engineer is 4th up on engineer's spareboard and accepts call to work roadswitcher 520. Upon completion of assignment, he also claims short turn status but because Mr. Jones is already 1st up on spareboard from short turn status, Mr. Brown will be placed 2nd up immediately behind Mr. Jones.

- 5) Locomotive Engineers may take up to 12 hours rest upon completion of assignment and claim short turn status. If rest taken in excess of 12 hours (ie. 13 hrs or greater), short turn status **must not** be claimed by the employee, or counted against the engineer as working a short turn as per principle 7, and he/she will be placed accordingly at the foot of the spareboard.

- 6) Locomotive Engineers will be responsible to indicate desire to claim short turn status and be placed 1st up on the engineer's spareboard, by going to 2nd page of tie-up screen and placing a "y" in the short turn field upon completion of assignment. This short turn field is requested to be a protected field and once the "y" is placed, it cannot be changed. If "y" is not placed then short turn status is **NOT** claimed nor will it be counted against the engineer as working a short turn as per principle 7, and the locomotive engineer will be placed accordingly at the foot of the locomotive engineer's spareboard.

Exception: 15 minute grace period, only to place "y" in short turn field. This must be done through Crew Dispatcher at CMC. If locomotive engineer has already placed "y" in tie-up screen, they **cannot** call crew dispatcher under the grace period, to have it removed.

- 7) Unless the spareboard is exhausted, Locomotive Engineers will not be called to work a designated short turn assignment (refer to principle 8), the next call immediately following being placed at the head of the engineer's spareboard due to claiming short turn status.

NOTE: This principle is only applicable to the next trip to be worked after claiming short turn status. After this next non – designated short turn is worked, the locomotive engineer will **not** be penalized from being called for any other designated short turn assignments, and after working such may again claim short turn status under previous principles.

- 8) **Designated Short Turn Assignments** applicable to principle 7:

- I. Any yard assignment
- II. Any work train not ordered, at time of call, past Kings to east or Newtonville to west.
- III. Any roadswitcher assignment (eg. 519 and 520)
- IV. Any **extra** wayfreights (eg B518)
- V. Any short rescues ordered **no further** than Kings to the east and Newtonville to the west.

NOTE: Regularly assigned trains 518 and 590 **are not** designated short turn assignments, and are not applicable to principle 7 for calling procedures.

Rescues ordered past Kings to the east and past Newtonville to the west **are not** designated short turn assignments, and are not applicable to principle 7 for calling procedures.

- 9) Short turn agreement will be policed by Belleville with the following penalties to Locomotive Engineers who abuse these principles.

PENALTIES:

- I. Any locomotive engineer who changes pay miles of short turn ticket, which increases such pay miles higher than 149.99 miles, will be unable to use short turn agreement for a period of 28 days.

Example: Called for short rescue to Kings. The tie-up ticket with initial terminal, constructive miles, and final terminal pays 146.00 miles.

Locomotive engineer puts "Y" in short turn field to be placed 1st up on engineers spareboard. At a later date, he/she puts in a PF claim which increases pay miles from 146.00 to 158.50 miles. This exceeds 149.99 miles and as such, he/she would be unable to claim short turn status for a period of 28 days.

- II. Any locomotive engineer who deliberately places "y" in short turn field when they did not work short turn assignment will be penalized 1 day for every 50 miles worked on round trip worked as result of being placed 1st up on spareboard from "y" in short turn field.

Example: Locomotive engineer works home on train 368 from Mac Yd, and puts "y" in short turn field to purposely be placed 1st up on spareboard. He/she later get called to work to Mac Yd on train 307 and return 320, for a round trip total of 300.00 pay miles.

They would be penalized 1 day for each 50 miles worked, and as such would be removed from the working list for a period of 6 days ($300/50=6$ days).

- 10) No grievances will be entertained as a direct result of this agreement, when all conditions of this agreement have been adhered to.
- 11) This agreement will be subject to cancellation in 30 days of notification by either party.