

**AGREEMENT 1.1**

**Between**

**CANADIAN NATIONAL RAILWAY COMPANY**

**And**

**TEAMSTERS CANADA RAIL CONFERENCE (TCRC)**  
(Locomotive Engineers)

**Governing**

**Rates of Pay and Working Conditions  
for Locomotive Engineers**

**On**

**EASTERN LINES**

**As set Forth in Article 43;  
Excluding Lines in United States**

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## **PREAMBLE**

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 Teamsters Canada Rail Conference.



**SECTION 1**  
**ROAD SERVICE**



**ARTICLE 1  
Rates of Pay**

Passenger Service

**Graduated Passenger Rates**

**1.1**

	<b>EFFECTIVE</b>				
<b>Weight on drivers Pounds (000)</b>	<b>Jan 1, 2018 Per Mile cents</b>	<b>Jan 1, 2019 Per Mile cents</b>	<b>Jan 1, 2020 Per Mile cents</b>	<b>Jan 1, 2021 Per Mile cents</b>	<b>Jan 1, 2022 Per Mile cents</b>
Less than 300	\$193.50	\$197.37	\$201.32	\$207.36	\$213.58
300 – 350	\$193.69	\$197.56	\$201.51	\$207.56	\$213.78
350 - 400	\$193.89	\$197.77	\$201.73	\$207.78	\$214.01
400 - 450	\$194.10	\$197.98	\$201.94	\$208.00	\$214.24
450 - 500	\$194.28	\$198.17	\$202.13	\$208.19	\$214.44
500 - 550	\$194.51	\$198.40	\$202.37	\$208.44	\$214.70
550 - 600	\$194.70	\$198.59	\$202.56	\$208.64	\$214.90
600 - 650	\$194.93	\$198.83	\$202.81	\$208.89	\$215.16
650 - 700	\$195.16	\$199.06	\$203.04	\$209.13	\$215.41
700 - 750	\$195.33	\$199.24	\$203.22	\$209.32	\$215.60
750 - 800	\$195.52	\$199.43	\$203.42	\$209.53	\$215.81
800 - 850	\$195.71	\$199.62	\$203.61	\$209.72	\$216.01
850 - 900	\$195.93	\$199.85	\$203.85	\$209.96	\$216.26
900 - 950	\$196.14	\$200.06	\$204.06	\$210.18	\$216.49
950 - 1,000	\$196.33	\$200.26	\$204.26	\$210.39	\$216.70
1,000 and over	Add .11 for each additional 50,000 lbs				

(Refer to Addenda Nos. 6 and 7)

**Electric or Diesel-Electric Locomotives and Rail Diesel (Budd) Cars**

**1.2** Locomotive engineers in passenger service employed on:

- (a) electric locomotives
- (b) diesel-electric locomotives
- (c) rail diesel (Budd) cars

will be paid the rate shown in paragraph 1.1, based upon total weight on drivers of all units coupled and in charge of one locomotive engineer at any one time.

**Motor Car or Electric Car Service**

**1.3** Locomotive engineers employed

- (a) on motor cars, used in passenger service operated under train rules by locomotive engineers, regardless of whether operated by gasoline, steam, electricity or other motive power
- (b) in electric car service, whether operated as multiple or single unit will be paid minimum rate shown in paragraph 1.1.

## Light Engines

**1.4** Locomotive engineers operating light engines shall be compensated at rates of pay and under rules applicable to passenger service (on a speed basis of 20 miles per hour) except when light running is included in a passenger assignment or passenger day's work when rules applicable to passenger service - short turnaround passenger runs (no single trip of which exceeds 80 miles) - shall apply.

## Deadhead Equipment

**1.5** Locomotive engineers operating trains consisting exclusively of deadhead passenger equipment shall be compensated at rates of pay and under rules applicable to passenger service.

## Passenger Service Guarantee

**1.6** The earnings from mileage, overtime or other rules applicable for each day passenger service is performed, shall not be less than:

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$	\$	\$	\$	\$
\$199.78	\$203.77	\$207.85	\$214.08	\$220.51

The daily minimums specified herein shall be applied in accordance with paragraph 2.1 of Article 2.

## Freight Service

### Freight Rates

**1.7** The rates of pay per mile for locomotive engineers in freight, mixed, pusher, helper, snow trains, flanger specials, work, wreck, construction, and all other unclassified service shall be as follows:

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
Per Mile	Per Mile	Per Mile	Per Mile	Per Mile
Cents	Cents	Cents	Cents	Cents
\$242.31	\$247.16	\$252.10	\$259.66	\$267.45

## Train Length Allowance

**1.8** Locomotive engineers in any class of freight service as described in paragraphs 1.7, 1.9, and 1.10 of this article will be entitled to an allowance, per tour of duty, based on the maximum train length, including the locomotive consist, hauled at any one time during the tour of duty between the initial starting point and the point of final release:

3,801 to 5,000 feet	-	\$3.00
5,001 to 6,000 feet	-	\$7.00
6,001 to 7,000 feet	-	\$ 18.00
7,001 to 8,000 feet	-	\$ 26.00
8,001 to 9,000 feet	-	\$ 36.00
9,001 to 10,000 feet	-	\$ 49.00
10,001 to 11,000 feet	-	\$ 63.00
11,001 to 12,000 feet	-	\$ 87.00
<b>12,001 to 14,000 feet</b>		<b>\$ 95.00</b>
<b>14,001 to 16,000 feet</b>		<b>\$103.00</b>
<b>16,001 and over</b>		<b>\$111.00</b>

This train length allowance does not apply to locomotive engineers deadheading.

## Wayfreight Rates

**1.9** Locomotive engineers in charge of locomotives on road switch runs, assigned wayfreights, snow plows and in snow spreader service shall be paid as shown below per 100 miles or less in excess of the rates specified for in paragraph 1.7 according to class of power used, miles over 100 to be paid pro rata:

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$9.04	\$9.22	\$9.40	\$9.68	\$9.97

## Road Switcher Rates

**1.10** Locomotive engineers in assigned or unassigned road switcher type service within a radius of 50 miles from the point required to report for duty at the initial terminal will be compensated at a rate per day as follows:

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$346.87	\$353.81	\$360.89	\$371.71	\$382.86

## Conductor Only Operation

**1.11** Locomotive engineers employed on trains operating in through freight service on which no assistant conductor forms part of the train crew consist will be paid the following allowance per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:

100 or less road miles	-	\$12.00
101 to 150 road miles	-	\$15.00
151 to 200 road miles	-	\$22.50
201 or more road miles	-	\$30.00

This allowance does not apply to locomotive engineers deadheading.

## Extended Runs

When operating in extended run territory in a conductor only operation, the following allowances will be paid per tour of duty, according to the length of the run, over and above all other earnings for the tour of duty:

### Run Length Allowance

201 - 220 road miles	-	\$30.00
221 - 240 road miles	-	\$32.50
241 - 260 road miles	-	\$35.00
261 - 280 road miles	-	\$37.50
281 - 300 road miles	-	\$40.00
301 and over	-	\$42.50

## Rotary Snow Plows

**1.12** Locomotive engineers operating rotary snow plows shall be compensated at rates as shown below per day of 8 hours or less; time on duty in excess of eight hours will be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate.

EFFECTIVE				
Jan1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$221.86	\$226.30	\$230.82	\$237.75	\$244.88

## **General**

### **Generator Units**

**1.13** Locomotive engineers in road service will be in charge of and responsible for steam generator units and electric generator units coupled in the locomotive consist and will be paid an allowance of \$1.00 per ticket for each such unit coupled in the locomotive consist at any one time during any portion of the trip.

### **Picking Up and Setting Out Diesel Units**

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

- a) Picking up one or more than one unit already coupled or setting out one or more than one unit together

<b>EFFECTIVE</b>				
<b>Jan 1, 2018</b>	<b>Jan 1, 2019</b>	<b>Jan 1, 2020</b>	<b>Jan 1, 2021</b>	<b>Jan 1, 2022</b>
\$11.52	\$11.75	\$11.98	\$12.34	\$12.71

- b) Picking up or setting out more than one unit not already coupled or setting out more than one unit where units must be uncoupled

<b>EFFECTIVE</b>				
<b>Jan 1, 2018</b>	<b>Jan 1, 2019</b>	<b>Jan 1, 2020</b>	<b>Jan 1, 2021</b>	<b>Jan 1, 2022</b>
\$19.09	\$19.48	\$19.87	\$20.46	\$21.08

The conditions attached to the payment of this allowance are as set out in Article 19.

### **Combination Service**

**1.15** Locomotive engineers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed; the overtime basis for the rate paid will apply for the entire trip.

**1.16** The incidental handling of a caboose or a freight car in connection with the movement of a passenger train will not involve the payment of freight rates.

**1.17** When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any locomotive used shall be paid for the entire trip.

### **Distributive Power**

**1.18** Locomotive Engineers operating a train in Distributive Power mode will be paid an allowance of 1 hour for the tour of duty in addition to all other earnings.

## **ARTICLE 2 Guarantees**

### **Passenger Service Guarantee**

**2.1** The earnings from mileage, overtime or other rules applicable for each day passenger service is performed, shall not be less than the amount specified in paragraph 1.6 of Article 1. In applying the minimum on assignments where locomotive engineers operate so as to make only the equivalent of a single trip each day they shall be paid the guaranteed minimum for each single trip.

#### **Examples**

- (a) On a 100-mile division locomotive engineers double the road Monday, lay off Tuesday, double Wednesday, lay off Thursday, etc. They should be allowed the minimum for each leg of their turnaround trip.



- (b) On a 100-mile division locomotive engineers double the road Monday and Tuesday, lay off Wednesday, double the road on Thursday and Friday, lay off Saturday. These locomotive engineers make the equivalent of four single trips every three days and, therefore, would not be entitled to the minimum for each trip.
- (c) The date on which a locomotive engineer is required to report for duty will be considered the day on which service is performed.

#### **Road Service Guarantee**

**2.2** Regular assignments in road service, exclusive of work train, which do not operate into or out of a terminal where a spare board is maintained, will be guaranteed the equivalent of 3,000 miles per month at the minimum through freight rate.

**2.3** Locomotive engineers filling such assignments who are ready for service the entire month and who do not lay off of their own accord will receive not less than the minimum monthly guarantee. Such locomotive engineers may be used in other road service to complete guarantee when it will not interfere with their performing their regular assignment.

**2.4** Locomotive engineers filling an assignment only a portion of the month will be paid their proportion of the monthly guarantee.

#### **Work Train Guarantee**

**2.5** Locomotive engineers assigned to work train service will be allowed 1 day for each 24 hours so held, whether at or away from home terminal, except as otherwise provided in paragraphs 16.5 and 16.6 of Article 16.

### **ARTICLE 3 Basic Day**

#### **Straight-Away or Long Turnaround Passenger Service**

**3.1** One hundred miles or less, (straight-away or turnaround), 5 hours or less, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided, according to class of power.

#### **Short Turnaround Passenger Service** (No single trip of which exceeds 80 miles)

**3.2** One hundred miles or less, 8 hours or less, shall constitute a day's work, subject to the provisions of paragraphs 9.4, 9.5 and 9.6 of Article 9, miles in excess of 100 will be paid for at the mileage rate provided, according to the class of power.

(Refer to Addendum No. 7)

#### **Freight Service**

**3.3** In all classes of service covered by paragraphs 1.7, 1.8 and 1.9 of Article 1, 100 miles or less, 8 hours or less, straight-away or turnaround, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of power and service.

### **ARTICLE 4 Preparatory Time**

#### **Passenger Service**

**4.1** Locomotive engineers obtaining locomotives on shop track, , 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 a rate per hour of 1/8th, or 1/5th, as the case may be, of the daily rate applicable to the locomotive.

**4.2** Locomotive engineers on electric locomotives, electric car and motor car service, and diesel-electric locomotive operating in short turnaround passenger service (no single trip of which exceeds 80 miles) will be paid for all time necessary for the performance of preparatory and such other duties as may be required prior to departure from station at initial terminal, on the minute basis at pro rata with a minimum of 15 minutes applicable to the locomotive or motor car operated.

(Refer to Addendum No. 7)

#### **Freight Service**

**4.3** Locomotive engineers obtaining locomotives on shop track, 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 a rate per hour of 1/8th of the daily rate applicable to the locomotive.

#### **General**

**4.4** Time paid under this Article shall not be used to make up the basic day.

### **ARTICLE 5 Initial Terminal Time**

#### **Passenger Service**

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

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

From time locomotive leaves designated shop track 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, electric car and motor car.

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 (each 3 minutes to count as one mile), at the rate applicable.

**(e)** Short turnaround service - Diesel-electric locomotives, electric locomotives, electric car and motor car.

From time required to report for duty until departure from initial passenger station. Such time to be paid for on the minute basis (each 4.8 minutes to count as 1 mile), at the rate applicable.

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

#### **Freight Service**

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

**(a)** Locomotive obtained on shop track.

From time locomotive leaves shop track until it passes the designated switch (i.e., main track switch connecting with the yard track) of the yard in which the train originates.

**(b) Changing off on locomotives.**

Time occupied in 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 time locomotive passes designated yard switch (i.e., main track switch connecting with yard track).

**5.3** At terminals where there is a series of yards, such as Montreal and Toronto, and words "main track switch connecting with the yard track", as used above, refer to the outer switch of the last yard in which a car (or cars) is picked up and/or set off.

**5.4** When trains (such as express or mixed trains) originate at the passenger station and no car (or cars) is picked up or set out in yard at the terminal after leaving the passenger station, initial terminal time will cease from time of departure of train from passenger station.

**5.5** Time paid under this article will be computed on the minute basis (each 4.8 minutes to count as 1 mile), at the rate applicable to the locomotive and service, and may be used to the extent necessary to make up a basic day.

**5.6** The provisions of this article do not apply to road switch runs operating on a turnaround basis within a radius of 50 miles or to helper, pusher, work or construction service, on which terminal time will be included in time for computing overtime.

**5.7** In caboosseless train operations, when an incoming train crew is performing a pull-by inspection and the locomotive has passed the designated point or outer main track switch, with part of the train remaining in the terminal, such inspection may require the train to back into the terminal to set off a bad order or if found malfunctioning, replace an ETIS unit. In such circumstances, the outgoing locomotive engineer will remain on initial terminal time until the train actually commences its departure movement.

**5.8** In the application of paragraphs 5.2 to 5.7 inclusive, any miles run in the terminal during time so paid will not be allowed when computing mileage of trip.

(Refer to Addendum No. 8)

## **ARTICLE 6 Final Terminal Time**

### **Passenger Service**

**6.1** 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 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, electric car and motor car.**

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

**6.2** Time paid under paragraph 6.1 will be computed on the minute basis (each 3 minutes to count as 1 mile) at the rate applicable.

**6.3** Time paid under paragraph 6.1 may be used to the extent necessary to make up the basic day.

### **Freight Service**

**6.4** Final terminal time will be computed and paid for on the following basis:

- (a) Locomotives delivered on shop track.

From time locomotive reaches the designated switch (i.e., main track switch connecting with the yard track) of the yard to which train is destined until time locomotive is delivered on shop track.

- (b) Changing off on locomotives.

From time locomotive reaches the designated switch (i.e., main track switch connecting with the yard track) of the yard to which train is destined until time of arrival at change-off point, and all time on duty in excess of 15 minutes from time of arrival at change-off point until released from duty.

**6.5** In the application of paragraph 6.4 of this article, should train be delayed at the governing signal C.T.C. territory, yard limit board, or behind another train similarly delayed, final terminal time will be computed from the time locomotive reaches that point.

**6.6** At terminals where there is a series of yards, such as Montreal and Toronto, the words "main track switch connecting with the yard track" as used above refer to the outer switch of the first yard in which a car (or cars) is picked up and/or set off.

**6.7** A train entering a terminal such as Montreal or Toronto and not delayed at the yard limit board, behind another train, or no car (or cars) is picked up and/or set off in the yard prior to reaching a point where such train is held account yard congestion, terminal time will commence at the point so held.

**6.8** When the passenger station is the destination of the train, and no car (or cars) is picked up and/or set off in the yard at the final terminal prior to reaching the passenger station, final terminal time will be computed from the time of arrival at the passenger station.

**6.9** Time paid under paragraphs 6.4 to 6.8 inclusive will be computed on the minute basis (each 4.8 minutes to count as 1 mile) at the rate applicable to the locomotive and service, provided, however:

- (a) Locomotive engineers on overtime on arrival at the point where final terminal time begins, final terminal time will be paid until arrival on shop track or change-off point, as the case may be, at a rate per hour of 3/16ths of the daily rate.
- (b) Locomotive engineers not on overtime on arrival at the point where final terminal time begins but the overtime period commences before locomotive is delivered on the designated shop track or change-off point, as the case may be, final terminal delay accruing up to the time when overtime period commences will be paid at a rate per hour of 1/8th of the daily rate, and time thereafter will be paid at a rate per hour of 3/16ths of the daily rate. In calculating overtime under this paragraph the overtime period will commence when the time on duty (computed from time initial terminal time ceases) exceeds the miles run divided by 12-1/2.

**6.10** Time paid under paragraphs 6.4 to 6.9 inclusive will not be used to make up the basic day.

**6.11** The provisions of this article do not apply to road switch runs operating on a turnaround basis within a radius of 50 miles or to helper, pusher, work or construction service on which terminal time will be included in time for computing overtime.

(Refer to Addenda Nos. 8 and 9)

## **General**

**6.12** In the application of this article, any miles run in the terminal during time so paid will not be allowed when computing mileage of trip.

## **ARTICLE 7 Inspection Time**

### **Passenger Service**

**7.1** Locomotive engineers will be allowed 15 minutes after time locomotives are delivered on designated shop track. Such time shall be allowed for performing duties required of them after locomotive is delivered on the shop track at end of a day's work, and shall be paid for at a rate per hour of 1/8th, or 1/5th as the case may be, of the daily rate applicable to the locomotives.

**7.2** Locomotive engineers in all classes of passenger service on electric locomotives, electric car and motor car service 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. Locomotive engineers on diesel-electric locomotives operated in short turnaround passenger service (no single trip of which exceeds 80 miles) will be allowed a minimum of 15 minutes after arrival at the station, change-off or other designated point for the performance of inspection and such other duties as may be required.

(Refer to Addendum No. 7)

### **Freight Service**

**7.3** Locomotive engineers will be allowed 15 minutes after time locomotives are delivered on designated shop track. Such time shall be allowed for performing duties required of them after locomotive is delivered on shop track at end of a day's work, and shall be paid at a rate per hour of 1/8th of the daily rate applicable to the locomotive and service.

### **General**

**7.4** The provisions of this article do not apply to locomotive engineers acting as pilots.

**7.5** Time paid under this Article will be used to the extent necessary to make up the basic day.

## **ARTICLE 8 INTENTIONALLY LEFT BLANK**

## **ARTICLE 9 Overtime**

### **Straight-Away or Long Turnaround Passenger Service**

**9.1** In straight-away or long turnaround service overtime shall be computed from time of departure from initial passenger station until time of arrival at final passenger station on a speed basis of 20 miles per hour.

**9.2** Overtime will begin when the elapsed time from time of departure from initial passenger station until time of arrival at final passenger station exceeds the miles run divided by 20.

**9.3** Overtime in straight-away or long turnaround passenger service shall be paid for on the minute basis at a rate per hour of 1/5th of the daily rate provided, according to class of power.

### **Short Turnaround Passenger Service**

**9.4** Locomotive engineers on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of 8 hours (computed on each run from the time required to leave the initial passenger station at beginning of run until final release at end of last run), within 9 consecutive hours; and also for all time in excess of 9 consecutive hours, computed continuously from the time required to leave the initial passenger station at beginning of run until final release at end of last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed 1 hour. Overtime to be computed on the basis of 12 - 1/2 miles per hour. This paragraph applies regardless of mileage made.

**9.5** Overtime in short turnaround service (no single trip of which exceeds 80 miles) shall be paid for on the minute basis at a rate per hour of 1/8th of the daily rate provided, according to class of power.

**9.6** For calculating overtime under this rule the company may designate the initial trip.

### **Freight Service**

**9.7** On runs of 100 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime shall be paid for on the minute basis, at a rate per hour of 3/16ths of the daily rate.

ARTICLE 10  
**Called for Straight-Away or Turnaround Service**

**10.1** 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 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.

**10.2** 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.

**10.3** Locomotive engineers in pool or irregular freight service may be called to make short trips and turnarounds, with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles a day, provided:

- (a) That the mileage of all trips does not exceed 120.
- (b) That the distance run from the terminal to the turning point does not exceed 30 miles.
- (c) That locomotive engineers shall not be required to begin work on succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, except as a new day, subject to the first-in first-out rule.

**10.4** The provisions of paragraphs 10.1 and 10.3 do not apply to locomotive engineers called for helper, pusher, work, wreck, snow plow, snow spreader or construction service.  
(Refer to Addendum No. 10)

ARTICLE 11  
**Service at Terminals and Switching at  
Turn-around Points - Passenger Service**

**11.1** Locomotive engineers making less than 100 miles will be paid for 100 miles but will be required for further service (except in switching at yards where regular yard engines are on duty) to the extent of 5 consecutive hours at the rate of one hour for each 20 miles or 8 consecutive hours at the rate of one hour for each 12-1/2 miles, according to class of service.

**11.2** 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 a rate of 1/5th or 1/8th, as the case may be, of 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**

**11.3** 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 on branch runs, or at terminals where no yard engine is on duty, road locomotive engineers may be required to do yard passenger switching, and will be considered as in continuous service.

ARTICLE 12  
**Switching at Initial or Final Terminal - Freight Service**

**12.1** Locomotive engineers ordered for train service required to perform 5 or more hours switching at initial or final terminal in any one yard where yard locomotive engineers are not employed will be paid for time so occupied at yard rates, and if the time occupied exceeds 8 hours, yard overtime conditions will apply.

**12.2** Time paid under the provisions of this article will be deducted in computing overtime and at the initial terminal may be used to the extent necessary to make up the basic day (each 4.8 minutes to count as 1 mile), time so occupied will be computed from the time switching service commences until completed.

**12.3** The provisions of this article do not apply to road switcher service operating on a turnaround basis within a radius of 50 miles or to helper, pusher, work or construction service on which terminal time is included in time for computing overtime.

**ARTICLE 12A**  
**Switching at Initial or Final Terminal**  
**in a Conductor Only Operation**

**12A.1** When locomotive engineers on trains operating in through freight service with a train crew consist of a conductor only are required to perform switching in connection with their own train at the initial or final terminal (except to set off a bad order car or cars or to lift a bad order car or cars after being repaired), they will be entitled to a payment of 12-1/2 miles over and above all other earnings for the tour of duty.

**12A.2** This article does not apply to locomotive engineers deadheading.

**ARTICLE 13**  
**Release at Final Terminal - Freight Service**

**13.1** Where yard engines are on duty locomotive engineers will be considered released from duty on arrival at objective terminals after yarding their train in a minimum number of tracks, including putting their caboose away if necessary, except that they may be required to perform switching in connection with their own train to set off and if necessary spot important or bad order cars. To accomplish this work they may be required to respot other equipment involved in performing this service. Should they be required to perform other work when yard engines are on duty or to make short runs out of the terminal they will be paid a minimum of 100 miles for such service.

**13.2** In the application of paragraph 13.1, when locomotive engineers are instructed to yard their train in a particular track at a terminal and such track will not hold the entire train, they will double over surplus cars or a designated cut of cars to another yard track. In cases of yard congestion where there is insufficient room to double over all cars to one track, it will be necessary to double over to more than one track, in the manner described above, to effectively yard the train. Locomotive engineers (including those working in a conductor-only operation) required to double over designated cuts of cars will be paid 12-1/2 miles in addition to all other earnings for the tour of duty, such mileage not to be included in computing a locomotive engineer's total mileage in the working month.

**NOTE:** In making the double-over, locomotive engineers will not be required to marshall the double-over (e.g., setting over 10 cars for one destination to one track and 10 cars for another destination to another track). It is the intent of paragraph 13.2 that surplus cars be doubled over, if possible, to one other track.

**13.3** Locomotive engineers in straight-away service whose tour of duty requires them to operate through a location which is later to be the objective terminal will be considered released from duty in keeping with this article if on arrival at such location they have been 9 hours on duty. When released under this paragraph locomotive engineers will not be considered tied-up between terminals under the provisions of Article 24.

**13.4** Locomotive engineers 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 rereiling car, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial track account track conditions.

**13.5** Where no yard engine is on duty, road locomotive engineers will do yard switching and will be considered as in continuous service.

**13.6** The provisions of paragraphs 13.1 to 13.3, inclusive, do not apply to locomotive engineers called for helper, pusher, work, wreck or construction service.

**13.7** Upon arrival at the objective terminal, road crews may be required to set off 2 blocks of cars into 2 designated tracks.

**13.8** Trains specifically identified in accordance with Addendum 74 will be required to perform additional duties in accordance with the process outlined in that Addendum.

**ARTICLE 14**  
**Road Switcher Service**

**14.1** Locomotive Engineers operating in Road Switcher Service will be paid in accordance with Article 1.10 of Agreement 1.1 and will be governed in accordance with the provisions as contained herein.

**14.2** Locomotive Engineers operating in Road Switcher Service shall not be tied-up enroute by the Company.

**14.3** Locomotive Engineers operating in Road Switcher Service shall not run into other terminals or do work on territory under jurisdictional control of another terminal.

**Note:** However, it is understood that there may be rare and extenuating circumstances where it may be required to operate in another terminal to meet immediate customer requirements.

**14.4** Locomotive Engineers operating in Road Switcher Service shall not exceed a radius of fifty (50) miles from the point required to report for duty.

**14.5** Locomotive Engineers may be run in and out and through their regularly assigned initial terminal without regard for rules defining completion of trips. Time is to be computed continuously from the time Locomotive Engineers are required to report for duty until time released at completion of the day's work.

**14.6** Locomotive Engineers in Road Switcher Service may be required to perform switching, transfer work and industrial work wholly within the recognized switching limits.

**14.7** Eight hours or less shall constitute a basic day and time in excess of 8 hours will be paid for on the minute basis at overtime rates. Articles 4.3 and 7.3 of Agreement 1.1 will be applicable.

**14.8** Overtime shall be computed in Road Switcher service, in accordance with Article 9.7, from the time Locomotive Engineers commence a trip or tour of duty, until the time they are released from duty at the completion of a trip or tour of duty.

**14.9** Subject to Article 31, Locomotive Engineers regularly assigned to Road Switcher Service will be paid not less than 40 hours per week, exclusive of overtime, at Road Switcher rates. Locomotive Engineers who work or are available for duty only a portion of the month on any run which is regularly assigned or regularly set up will be paid their full proportion of the monthly guarantee provided for such run.

**NOTE:** Except when manning temporary vacancies and/ or temporary assignments as provided in Articles 47, 48 and 49, earnings made by a locomotive engineer when used off his/her regular assignment due to a shortage of employees, will not be used to make up such an employee's guarantee.

**14.10** The term "work week" for regularly assigned Road Switcher Locomotive Engineers shall mean a week beginning at the start time on the first day on which the assignment is bulletined. A work week of 40 hours shall consist of 5 consecutive 8 hour days with 2 consecutive days off in each 7 calendar day period.

**14.11** Regularly assigned Road Switchers shall have a fixed starting time. Such starting time may be changed by no more than 2 hours from the original start time, provided 24 hours notice of such change is given to the assigned crew.

**14.12** In the application of Article 29.1, Locomotive Engineers regularly assigned to Road Switcher service shall have the right upon going off duty to book a minimum of 2 hours rest and a maximum of 12 hours rest, excluding call time. Article 23.7 of the 1.1 agreement is still applicable.

**14.13** Except as provided in Article 14.11, regular assigned Road Switcher Locomotive Engineers assigned to regular shifts who are required to commence work on a second tour of duty within 24 hours of the starting time of a preceding shift paid for at straight-time rates will be paid for the second tour of duty at one and one-half times the straight-time rate.

**14.14** Spare Locomotive Engineers required to commence a tour of duty in Road Switcher or Yard Service within an interval of less than 8 hours from the completion of work of a previous Road Switcher or Yard shift will be paid for the time worked, for such second tour of duty at one and one-half times the straight-time rate.



**14.15** Except as otherwise provided in Article 14 of Agreement 1.1, Service under Collective Agreements 1.1, 4.2, 4.16 with respect to Road Switcher Service and Yard Service will be restricted to 5 days in a work week when qualified relief Locomotive Engineers who have not worked 5 days in the work week are available at straight-time rates.

**14.16** Except as otherwise provided in Article 14 of Agreement 1.1, Locomotive Engineers in Road Switcher Service or Yard Service, who work more than 5 straight-time shifts in any classification, under either Agreements 1.1, 4.2 or 4.16, in a work week shall be paid one and one-half times the straight-time rate for such shifts. The term "work week" for regularly assigned Locomotive Engineers shall mean a week beginning at the starting time on the first day on which the assignment is bulletined to work and for spare Locomotive Engineers, shall mean a period of 7 consecutive days starting at 0001 on Monday.

**14.17** When service is required by the Company on the rest days of regular assigned Road Switcher Crews or Yard Crews, such may be performed by other regular Road Switcher or Yard Assignments, by regular Relief Assignments by a combination of Regular Road Switcher, Yard and Regular Relief Assignments or by spare Locomotive Engineers. When not protecting in the foregoing manner, Regular Relief Assignments will be governed as follows:

(a) Except as otherwise provided in this Article, where regular relief assignments are established they:

- (1) May have 5 consecutive days work on the same shift: or
- (2) May have 5 consecutive days work on different shifts; and/or
- (3) May have different starting times on different days provided such starting times are those of the Locomotive Engineers relieved;

(b) The following combinations may be bulletined to provide relief where necessitated by Company operations:

- (1) Road Switcher Assignments/Yard Assignments

**NOTE:** The Road Provisions shall be used where the relief assignment is predominately Road Switcher Service in make-up and from the Yard Provisions where the relief assignment is predominately Yard Service.

Paragraphs 14.18 to 14.30 are applicable to Customer Service Assignments (Atlantic Canada) Only.

**14.18** Customer Service Assignments (CSAs) are assignments which perform service within CSA limits as defined in Paragraph 14.21 herein. CSA service is a single class of service which amends Yard and Road Switcher Service at Moncton, Halifax, Saint John, Edmundston and Joffre (east).

**14.19** The Yard and Road Switcher provisions of the 1.1 Agreement shall apply unless specifically modified herein.

**14.20** Time keeping profiles will be standard for all CSA assignments and will automatically compensate eligible Locomotive Engineers. Such automatically generated compensation will include, if applicable, payments for preparatory and inspection/final time, overtime, unit allowance and shift differential.

**14.21** CSA limits are defined as those limits encompassed within a terminal and, in addition, within a 50 mile radius of the point required to report for duty. Locomotive Engineers ordered to perform service of any type exclusively within these limits will be compensated and governed by the rules applicable to CSA service as contained herein.

**14.22** Locomotive Engineers operating in CSA Service shall not be tied-up enroute by the Company.

**14.23** Locomotive Engineers operating in CSA Service shall not run into other terminals or do work on territory under jurisdictional control of another terminal.

Note: However, it is understood that there may be rare and extenuating circumstances where it may be required to operate in another terminal to meet immediate customer requirements.

**14.24** Locomotive Engineers operating in CSA Service shall not exceed a radius of fifty (50) miles from the point required to report for duty.

**14.25** CSA limits are not to be confused with existing Switching Limits. Switching limits are not intended to prevent Locomotive Engineers in road service from performing switching required solely in connection with their own train or yarding their train in accordance with schedule rules.

**14.26** The mileages of both CSA limits and switching limits for each terminal will be posted at all locations where CSA assignments report for duty.

**14.27** Locomotive Engineers will be allowed meals in the following manner:

- (i) Locomotive Engineers in service which is designed to perform work which is predominately outside established switching limits will be entitled to a meal period consistent with former road switcher rules as contained herein.
- (ii) Locomotive Engineers in service which is designed to perform work which is predominately inside established switching limits will be entitled to a meal period consistent with yard rules as contained herein.

**14.28** Basic weekly pay, where applicable for maintenance of earnings, will be calculated in the following manner:

- (i) Locomotive Engineers in service which is designed to perform work which is predominately outside established switching limits will have their basic weekly pay established with the rules applicable to road switcher service as contained herein.
- (ii) Locomotive Engineers in service which is designed to perform work which is predominately inside established switching limits will have their basic weekly pay established consistent with the rules applicable to yard service as contained herein.

**14.29** Locomotive Engineers in CSA service will be entitled to rest in the following manner:

- (i) Locomotive Engineers in service which is designed to perform work which is predominately outside established switching limits will be entitled to rest consistent with the rules applicable to road switcher service as contained herein.
- (ii) Locomotive Engineers in service which is designed to perform work which is predominately inside the established switching limits will be entitled to rest consistent with the rules applicable to yard service as contained herein.

**14.30** Unassigned Locomotive Engineers cancelled after reporting for duty will retain their relative position on the Spareboard and will be entitled to book up to 8 hours rest. Locomotive Engineers who book more than 8 hours rest will be placed to the bottom of the Spareboard.

## **ARTICLE 15 Snow Plow Service**

### **Pushing Wing and Wedge Plows**

**15.1** Locomotive pushing wing plows will not have a train attached other than the cars necessary for the trip. A qualified employee shall be placed in wing snow plows. Locomotive pushing wedge plows will not be required to haul more than fifty percent of its tonnage rating.

### **Switching at Terminals and En Route**

**15.2** Locomotive engineers coming in from snow plow trip will not be required to do any switching at terminals, except to put their own train away if no yard locomotive is immediately available. At points en route locomotive engineers will not do any switching except when necessary to move cars in order to plow out a track or tracks.

**ARTICLE 16**  
**Work Train Service**

**Definition of Work Train Service**

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

switching, loading and/or unloading material, and other service for the maintenance, improvement, construction or reclamation of company property; including:

- (a) wreck clearing operations (auxiliary service); and
- (b) service exclusively engaged in handling company material, empty equipment, boarding and/or outfit cars, road repair cars, or auxiliaries directly to or from loading sites or work sites.

**16.2** Service, other than that described in paragraph 16.1, whose sole purpose, on a tour of duty basis, is hauling company 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**

**16.3** 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**

**16.4** 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 7 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**

**16.5** 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.

**16.6** 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**

**16.7** Suitable sanitary sleeping accommodation, including beds, clean blankets, sheets, mattresses, pillows, tables, 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 accommodation is provided.

- (a) When bunk cars, other than white fleet units, are used, they shall be stencilled Enginemen's Bunk Cars and be 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.

**16.8** Locomotive engineers will be advised at the time they are called for work train service whether or not bunk car accommodation 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 Company 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 **\$25.00** per day where accommodations with cooking facilities are provided and **\$40.00** per day where accommodations without cooking facilities are provided.

## **Complaints Against Locomotive Engineers**

**16.9** 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**

**16.10** When required for operational purposes and notwithstanding the provisions of paragraphs 16.5 and 16.6 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 paragraph 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**

**16.11** 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.

## **Use of Two Locomotive Engineers in Work Train Service**

**16.12** Two locomotive engineers will be called, if available, for road auxiliary service, or in other work train service where continuous operation is required such as Speno Rail Grinding, when no fireman/helper is available except when the auxiliary is called to operate in the vicinity of a terminal or when called to proceed to a location where relief can be practically supplied if required.

## **ARTICLE 17 Conversion Rule**

**17.1** Locomotive engineers on through freight and mixed trains, required to load or unload wayfreight or Company's material, or switch en route, i.e., station switching (moving from one siding to another or spotting a car or cars not handled in their own train) or switching (as hereinafter defined) in setting out and/or picking up a car (or cars) handled in their own train, will (unless through freight basis including time allowable at overtime rate for the trip amounts to more) be paid at wayfreight rates for time so occupied, time so paid not to be included in computing overtime but may be used to the extent necessary to make up the minimum day, and pay not to be in excess of wayfreight rates for the full trip. In calculating time engaged in performing the work referred to under this article, it is understood that the time will be continuous from time such work is first started until it is finally completed.

**17.2** Locomotive engineers, on through freight and mixed trains, making stops for the purpose of (a) taking on or setting off a car (or cars), (b) loading or unloading wayfreight, and/or (c) moving a car (or cars) in a siding at a point where no car (or cars) are taken on or set off, at more than five stations or that make more than ten switches en route, or a combination of such service, will be paid wayfreight rates for the trip. The minimum in the combination is seven, viz:

- 6 switches and 1 stop to take on or set off a car (cars)
- 5 switches and 2 stops to take on or set off a car (cars)
- 4 switches and 3 stops to take on or set off a car (cars)
- 3 switches and 4 stops to take on or set off a car (cars)
- 2 switches and 5 stops to take on or set off a car (cars)

**17.3** Stops and switches to set out bad order cars shall not be counted in applying this article.

**17.4** Switching en route does not include switching at terminals before departure or after arrival of train.

**17.5** A stop shall be counted for picking up a car (or group of cars together) standing first out on siding or setting out a car (or group of cars together) from any part of train. If more than one car (or group of cars together) are set out and/or picked up at a station a switch may be counted for each car (or group of cars together) set out or picked up, except that a switch shall not be counted in respect to the picking up of a car (or group of cars together) standing first out on siding, or the setting out of a car (or group of cars together) when no additional move is required.

**17.6** At points where a stop as referred to in paragraph 17.5 is counted, any switches made should not be counted, and vice versa, but at a station where a switch is performed, a stop may optionally be counted in figuring the combination of seven.

**ARTICLE 17A**  
**Setting Out and Taking On Cars in a Conductor Only Operation**

**17A.1** When a train, operated with a train crew consist of a conductor only is required to set out a car or cars (other than a bad order car or cars) or take on a car or cars or perform switching in connection with the setting out or taking on of a car or cars, the time so occupied, at each location, will be paid for on a minute basis (each 4.8 minutes to count as one mile) over and above all other earnings for the trip with a minimum of 12-1/2 miles for the first hour or portion thereof. Time so paid will not be used to make up the basic day nor shall it be used in computing overtime. In calculating the time engaged in performing work, it is understood that the time shall be continuous from the time such work is first started until it is finally completed.

**EXAMPLE 1:** A train, operating with a train crew consist of a conductor only is required to set out a car or cars at A, a location en route, and to lift a car or cars at B, another location en route. The time occupied at A is 20 minutes for which 12-1/2 miles is paid. The time occupied at B is 45 minutes for which 12-1/2 miles is paid.

**EXAMPLE 2:** A train, operating with a train crew consist of a conductor only is required to set out and/or lift a car or cars at A as a consequence of which switching is required in order to comply with marshalling instructions. The time occupied at A is 1 hour and 15 minutes for which 15-1/2 miles is paid.

**17A.2** The provisions of Article 17 [Conversion Rule] of Agreement 1.1 do not apply in respect of trains which are operated with a train crew consist of a conductor only nor shall the payments specified in paragraph 17A.1 result in duplicate payment such as, for example, where initial or final terminal time is payable.

**17A.3** The allowance set out in this article shall not be paid when an assistant conductor is employed on a train. However, the provisions of Article 17 [Conversion Rule] will apply in respect of such trains.

**17A.4** The allowance set out in this article does not apply to locomotive engineers deadheading.

**ARTICLE 18**  
**Assisting Trains, Doubling Grades, Etc.**

**18.1** Actual mileage run will be allowed to locomotive engineers:

- (a) taken from trains on the road to assist other trains;
- (b) doubling grades;
- (c) running for fuel and/or water;
- (d) plowing and/or flanging side tracks;
- (e) when run more than one mile off main line;
- (f) required to run around train to set off a bad order car when switch points of the track on which the bad order is to be set off face opposite direction to the movement of the train when such runaround involves a distance of more than one mile;
- (g) whose train becomes disabled between sidings and as a result may be required to set off bad order car(s) at next siding and then return to pick up remaining portion of train provided such movement exceeds one mile;

such mileage to be added to the road mileage of the trip.

**18.2** Road crews who are instructed by the Train Dispatcher, special instructions or by bulletin to leave all or part of their train and run to a point more than one mile from where their train is left will be paid for the miles run to and from the point where required to perform work. Such payment will not result in a duplicate payment, nor will the time consumed while running the distance be used in computing time under Article 17.

**ARTICLE 19**  
**Picking Up and Setting Out Diesel Units in Road Service**

**19.1** Locomotive engineers called for road service who are required to pick up or set out a diesel unit (or units) involving their locomotive consist will be paid the allowance specified in paragraph 1.14 of Article 1.

**19.2** 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.

**19.3** 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 the 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 deadhaul or is properly secured when setting out, will be paid the allowance provided herein.

**ARTICLE 20**  
**Piloting**

**20.1** 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 under conditions pertaining to the class of service piloted, except that articles dealing with inspection time shall not apply.

**20.2** 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 paragraph 20.2 of this article, 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 Company and the Local Chairman of the Brotherhood. In the event the local Company and Union officers cannot agree to the determination of such number of trips, the matter will be resolved by the District Manager and the General Chairman of the Brotherhood. If as a result of the above discussions the matter is still not resolved, the Company 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 Company to show that the number of trips for which a pilot is furnished is adequate.

**ARTICLE 21**  
**Learning Road**

**21.1** Locomotive engineers when required by the Company to learn the road, will be paid for actual mileage or time consumed at minimum rate applicable to the class of train on which they travel; 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 mileage or time consumed at minimum rate applicable to the class of train on which they travel; 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 Company'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 100 miles per day of 24 hours at minimum through freight rate.

**21.2** This article 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 No. 21C)

ARTICLE 22  
**Cancellation of Regular Road Assignments**

**22.1** 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 two (2) 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 applicable to the class of service to which assigned for each tour of duty lost.

**22.2** 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 23  
**Regularly Assigned Locomotive Engineers Operating Late or Cancelled**

**Passenger Service - Home Terminal**

**23.1** Regularly assigned locomotive engineers whose assignment is:

(a) cancelled will be either:

- (1) used in unassigned passenger service; or
- (2) deadheaded

to the away-from-home terminal in time to operate the return portion of their assignment;

(b) running late so that by operating their assigned run from the home terminal they would miss the return portion of their assignment will be either:

- (1) used in unassigned passenger service; or
- (2) deadheaded

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.

These entire paragraphs 23.2, 23.3 and 23.4 are only applicable in the Consolidated Eastern Seniority District

**Freight Service - Home Terminal**

**23.2** Regularly assigned locomotive engineers whose assignment is:

(a) cancelled will be either:

- (1) used in unassigned service; or
- (2) deadheaded

to the away-from-home terminal in time to operate the return portion of their assignment;

(b) running late so that by operating the tour of duty from the home terminal they would miss the return portion of their assignment will be:

- (1) used in unassigned service; or
- (2) deadheaded

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 schedule rules. Locomotive engineers so held will be allowed not less than the daily guarantee for freight service for each tour of duty lost on their regular assignments.

**23.3** In the application of paragraphs 23.1 and 23.2:

- (a) when regular assigned road service locomotive engineers are placed in unassigned service, the assigned train running late will be considered unassigned service;
- (b) locomotive engineers will not be deadheaded if such would result in locomotive engineers being cross-deadheaded.

(Refer to Addendum No. 11)

#### **Freight and Passenger Service - Away-From-Home Terminal**

**23.4** Locomotive engineers in regular assigned service who are at the away-from-home terminal of their assignment, are off duty and available for service will be placed first out in unassigned service to return to their home terminal:

- (a) when they arrive too late to be released from duty prior to the on-duty time of their regular assignment;

**NOTE:** This sub-paragraph (a) does not apply to assigned freight locomotive engineers operating into terminals where there are a series of yards such as Montreal or Toronto. Crews arriving at those locations in assigned service must be off duty in time to accept a two-hour call pursuant to Article 60.

- (b) when their regular train is cancelled; or
- (c) two hours prior to the calling time of their regular train when their regular train is running late;

**NOTE:** This sub-paragraph (c) does not apply to locomotive engineers assigned to passenger service.

- (d) when they have booked not more than six hours rest and such rest has expired and they have missed their regular assignment.

In the application of this paragraph 23.4, when assigned locomotive engineers are used in unassigned service, the provisions of Article 23 will apply to such locomotive engineers. (Refer to Addendum 105)

These entire paragraphs 23.2, 23.3 and 23.4 are only applicable in the Consolidated Central Seniority District

#### **23.2**

- (a) A regularly assigned locomotive engineer whose assignment is cancelled will either be used in unassigned service on the subdivision to which assigned within 12 hours or as locally arranged, including call time, from the advertised time of departure of his or her regular train or, if his or her services are required at the away from home terminal, deadheaded to the away from home terminal.
- (b) A regularly assigned locomotive engineer arriving too late to be released from duty prior to the time required to report for duty for their regular assignment out of the home 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 schedule rules. Locomotive engineers so held will be allowed not less than the daily guarantee for freight service for each tour of duty lost on their regular assignments.

#### **Freight Service - Away From Home Terminal**

**23.3** It is recognized that flexibility in the crewing of trains out of the away from home terminal is of critical importance. Therefore, notwithstanding that they may operate out of the home terminal in regularly assigned service, locomotive engineers in freight service will operate out of the away from home terminal on a first-in, first-out basis.



## **Passenger Service - Away From Home Terminal**

**23.4** Locomotive engineers in regularly assigned service who are at the away from home terminal of their assignment, are off duty and available for service will be placed first out in unassigned service to return to their home terminal:

- (a) when they arrive too late to be released from duty prior to the on-duty time of their regular assignment;
- (b) when their regular train is cancelled;
- (c) when they have booked not more than six hours rest and such rest has expired and they have missed their regular assignment.

In the application of this paragraph 23.4, when assigned locomotive engineers are used in unassigned passenger service, the provisions of Article 23 will apply to such locomotive engineers.

(Refer to Addendum No. 16)

## **General**

**23.5** When more than one assigned crew is involved in the application of paragraphs 23.2 and 23.4, all such assigned locomotive engineers will take their turn in unassigned service in the order of scheduled departure time of their regular trains.

**23.6** The application of paragraphs 23.1 to 23.5 inclusive will not constitute a runaround.

**23.7** If a regularly assigned locomotive engineer books rest on arrival at the home terminal thereby causing the loss of a trip, payment of a basic day at the minimum rate applicable to the class of service to which assigned will be made (less any amount otherwise earned) for each trip or tour of duty so lost, provided that the locomotive engineer filling such trip was required to report for duty within ten hours from the time the regularly assigned Locomotive engineer booked rest.

**Note 1:** The provisions of paragraph 23.7 will not apply when employees book rest on arrival on other than their regular assignment.

**Note 2:** The provisions of paragraph 23.7 will not apply to locomotive engineers working split tour assignments such as those in effect for GO Train assignments in Toronto.

(Refer to Addendum No. 12)

## **ARTICLE 24**

### **Tied Up Between Terminals**

**24.1** Locomotive engineers other than those in wreck, work, construction, snow plow and flanger 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 miles or hours to the tie-up point but not less than a minimum day of 100 miles, and from time tied up until again resuming duty will be compensated hour for hour on the basis of 1/8th of the daily rate, as per class of service and engine involved, for the first 8 hours in each 24 hours so held. When resuming duty a new day will commence. In the application of this paragraph to locomotive engineers ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points. In the application of this paragraph it is not the intention the locomotive engineer will be left without an engine.

**24.2** Locomotive engineers on wreck, snow plow and flanger trains, after being on duty 12 hours, may be tied up for not more than 8 hours at any point between the initial terminal and the point for which called (the tie-up point to be recognized as the final terminal). Locomotive engineers so tied up shall be paid actual miles or hours to the tie-up point. When resuming duty a new day will commence. In the application of this rule to locomotive engineers ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.

**24.3** Locomotive engineers in work or construction service may be tied up away from recognized terminal points and the point where the crew ties up at the completion of day's work will be considered as the terminal point.

**24.4** 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 Company, consideration also to be given to the availability of eating facilities at the point tied up.

## ARTICLE 25 Held Away From Home Terminal

### Freight Service

#### 25.1

- (a) Locomotive engineers in freight service who are held at other than their home terminal longer than **10** hours without being called for duty will be paid on the basis of 12-1/2 miles per hour for all time held in excess of **10** hours at the minimum rate in the class of service last performed, time to be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.
- (b) Rest periods, up to and including the maximum of eight hours allowed pursuant to paragraph 29.2 of Article 29, will not be taken into account in the calculation of the 10-hour period.
- (c) The rerouting of locomotive engineers in order to return them to their home terminals shall not involve the payment of runarounds.
- (d) Where the Company requires the submission of time returns, time will be submitted on a separate time return.

### Central Seniority District

- (e) Employees who are held at the away from home terminal shall be paid at the following hourly rates for all time so held:

After 12 hours	12 ½ miles per hour after 9 hours
After 13 hours	12 ½ miles per hour after 8 hours
After 14 hours	18 ½ miles per hour

Employees will not be held at the away from home terminal for more than 14 hours.

In accordance with Addendum 74, the Regional Committee will decide any time beyond 14 hours at the away from home terminal.

### **This entire paragraph 25.2 is only applicable in the Consolidated Central Seniority District**

**25.2** Except as provided by paragraph 25.3, locomotive engineers in freight service will not be held at other than the home terminal longer than 14 hours except that:

- (a) For an employee who books in excess of 3 hours rest pursuant to paragraph 29.2 of Article 29, the 14-hour period shall commence at the expiration of such rest.
- (b) For an employee who is subject to mandatory rest pursuant to federal regulation, he or she will not be held at other than the home terminal longer than 6 hours after such mandatory rest has expired.

**NOTE:** The provisions of this paragraph 25.2 will be altered to the extent necessary by means of agreement between the Local Chairperson and the proper officer of the Company where local operational peculiarities such as at Buffalo, N.Y. or at Armstrong, Ontario make it impracticable to comply with the maximum hours set out in this paragraph or where necessary to accommodate certain operational requirements as might be occasioned by major track maintenance programs requiring lengthy work blocks.

**25.3** In cases of wrecks, snow blockades or washouts where the main track is impassable on their own freight section or assigned territory (between the location at which held and the home terminal), locomotive engineers in freight service who are held at other than their home terminal longer than 10 hours without being called for duty will be paid on the basis of 12-1/2 miles per hour at the minimum rate in the class of service last performed, time to be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip except that rest periods, up to an including the maximum of eight hours allowed pursuant to paragraph 29.2 of Article 29, will not be taken into account in the calculation of the 10-hour period.

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

**25.5** This article combined with any other article in this agreement will not operate to require the payment of duplicate time.

**25.6** For the purpose of applying this article, the Company will designate a home terminal to each locomotive engineer in pool freight and unassigned service.

**25.7** In the event deadheading is paid for separately from service, held away from home terminal time will continue to accrue until the train on which ordered to deadhead departs from the station if ordered to deadhead on a passenger train or from the time train departs from the yard if ordered to deadhead on a freight train.

#### **Assigned Passenger Service**

**25.8** Except in cases of wrecks, snow blockades or washouts on the subdivision to which they are assigned, locomotive engineers on assigned passenger runs held away from home terminal waiting their trains, delayed beyond the advertised time of departure, will be paid for the time so held if more than 5 hours, five hours or less not to count. If held over 5 hours locomotive engineers will be paid 12-1/2 miles for each hour over the said 5 hours at minimum passenger rates for all time so held. Time to be submitted on a separate time return.

#### **Unassigned Passenger Service**

##### **25.9**

(a) Except in cases of wrecks, snow blockades or washouts (between the location at which held and the home terminal), locomotive engineers in unassigned passenger service who are held at other than their home terminal longer than 14 hours without being called for duty will be paid 1/8th the daily rate per hour (at the rate applicable to the service last performed) for all time held in excess of 14 hours.

(b) The time held under this paragraph 25.9 will be computed from the time the locomotive engineer goes off duty until the time required to report for duty prior to the departure of the train on which they resume duty. Payments accruing under this paragraph shall be paid separate and apart from pay for subsequent service or deadheading. Where the Company requires the submission of time returns, time so claimed will be submitted on a separate time return.

(c) Any locomotive engineers employed by the Company (Canadian National Railways) who perform service on VIA Rail Canada passenger trains shall be considered as in unassigned service and shall be covered by this paragraph 25.9.

#### **ARTICLE 26**

##### **Service Out of Away-From-Home Terminal**

**26.1** Locomotive engineers 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.

(Refer to Addendum No. 13)

**26.2** 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 27**

##### **Running Off Seniority Districts**

**27.1** 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.

ARTICLE 28  
**Meals - Road Service**

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

(Refer to Addendum 76)

**NOTE:** This paragraph 28.1 shall not apply to locomotive engineers in any other class of service who qualify for and are paid wayfreight rates for a tour of duty pursuant to Article 17.

**28.2** Trains will not be delayed nor train operations disrupted solely as a result of stopping train to eat. Employees will report for work suitably prepared for a tour of duty recognizing that the opportunity to take a meal will be governed by the practicality of train operations.

**28.3**

- (a) All train consists with CN Locomotive Power will contain an operational Microwave in the lead unit:
- (b) A cross border train consist without CN power will obtain a properly equipped lead locomotive at the first locomotive power facility (Toronto, Montreal, Chicago (Woodcrest), Winnipeg and Vancouver.) All other trains will contain an operational Microwave in the lead unit.
- (c) The Parties understand that the Company has the right to return the foreign power from the above-recognized terminals, without microwaves.
- (d) The parties commit to continue discussions regarding the integration of BC Rail power.
- (e) The Company will advise locomotive engineers at the time of call that a cross border train is not equipped with a microwave unit in the locomotive consist.

(Refer to Addendum 71)

ARTICLE 29  
**Booking Rest**

**At Terminals**

**29.1** Locomotive engineers will have the right, upon going off duty, to take between 6 and 24 hours' rest at the home terminal.

**29.2** Locomotive engineers will have the right, upon going off duty, to take between 1 and 8 hours' rest at the away-from-home terminal.

(Refer to Addendum No. 32B)

**29.3** Rest taken pursuant to paragraph 29.1 or paragraph 29.2 must be registered in even hours and once registered cannot be changed or cancelled. Rest taken will be exclusive of call time.

**NOTE:** Even hours referred to in paragraph 29.3 means 1, 2, 3 hours etc., not 1 hour and 30 minutes, 2 hours and 15 minutes, 3 hours and 45 minutes, etc.

**29.4** Locomotive engineers regularly assigned to work train service who register not more than 8 hours' rest at a home terminal and not more than 6 hours' rest at other terminals and the time of reporting for duty for the next tour of duty on their assignment is prior to the expiration of period off duty for rest, thereby causing them to lose a tour of duty on their assignment, shall be paid a basic day at the minimum rate applicable to the assignment less any amount earned or payment received under other agreement provisions, for each tour of duty lost on their assignment provided that the locomotive engineer filling the vacancy was required to report for duty within 8 or 6 hours, as the case may be, from the time the regularly assigned locomotive engineer registered off duty for rest.

## Booking Rest En Route

### General

#### 29.5

- (a) Locomotive engineers who have been on duty 10 hours or more will have the right to book rest en route, if they so desire, in accordance with the provisions of paragraphs 29.5 to 29.11 of this article. Locomotive engineers are to be the judges of their own condition.

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

### Extended Runs

- (b) The 10 hrs referred to in Articles 29.5(a) and 29.9 are modified for crews operating in extended run territory between the following terminals:

London to Belleville (certain trains)	11 hours
Montreal to Toronto (certain trains)	11
Belleville to Hamilton	11
Sarnia to Oshawa	11
Halifax - Moncton	11
Moncton – Edmundston	11
Hornepayne - Armstrong	11
Battle Creek to London	12 hours
London to Belleville	12
St. Antoine to Belleville	12
Montreal to Toronto (certain trains)	12
Belleville to Pt. Robinson	12
Buffalo to Sarnia	12
Detroit (Moterm) to Toronto (Intermodal)	12
Flint to Oshawa	12
Toronto to Capreol	12
Capreol to Hornepayne	12
Buffalo to Oshawa	12
Joffre to Mont Joli	12
Joffre to Campbellton	12

### Notice

#### 29.6

- (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. The time of the locomotive engineer's right to commence rest must be confirmed to the locomotive engineer by the Train Dispatcher or T.G.B.O. upon commencement of duty.
- (b) In the application of 29.6 (a) if the Train Dispatcher orders the discontinuance of all work en route, the train may, at the locomotive engineer's option, proceed beyond the time rest booked was due to commence. In such cases, the locomotive engineer thereafter, during such tour of duty, cannot again give such notice of rest until the expiration of the 10th, 11th, or 12th hour, respectively, as applicable for the original tour of duty for which called.
- (c) When proper notification of the desire to book rest is given, the Company 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

#### 29.7

- (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 or more members of the train or engine crew books rest en route, the locomotive engineer will, if he or she requires rest, take rest at the same time. If rest is not required at that time, the 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 train or engine crew shall be the number of hours rest for all other members of the train and engine crew.
- (d) Except as provided by sub-paragraph 29.8 (b) of this article, when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.
- (e) All time off duty for rest shall be deducted in computing time for the continuous trip.

#### **Arrangements**

##### **29.8**

- (a) When rest is booked en route, locomotive engineers will, at the Company's option:
  - (i) be in accommodations either in a Company facility or an available hotel or motel by the time rest booked is due to commence where they will be relieved of duty; or
  - (ii) be replaced and deadheaded immediately either to the point for which ordered and, in the case of the home terminal, off duty by the time rest is due to commence or, in the case of the objective terminal (other than the home terminal), at accommodations by the time rest is due to commence

**NOTE 1:**When deadheaded in the application of sub-paragraph 29.8 (a) (2), locomotive engineers will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

**NOTE 2:**In the application of sub-paragraph 29.8 (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 (I) above, the additional actual road miles they would have otherwise earned for the round trip had they not been replaced.

- (b) Except in circumstances beyond the Company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., 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 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 sub-paragraph 29.8 (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**

##### **29.9**

- (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 10th 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 24 shall not apply.
- (b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the locomotive engineer 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 sub-paragraph 29.9 (b), this results in the Locomotive Engineer being on duty beyond the time rest booked is due to commence, he or she will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12-1/2 miles for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this sub-paragraph 29.9 (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

**29.10**

- (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 Company 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 CN Form 3140B accompanied by receipts.
- (b) When accommodations are provided en route, locomotive engineers will be provided an allowance of \$9.50, where meals are not provided by the Company or at Company expense.

**NOTE:** When train crews are provided accommodations in the United States, they will be provided the allowance in U.S. funds where meals are not provided by the Company or at the Company's expense.

**Resuming Duty****29.11**

- (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 or her, 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 Company.

**Note 1:** When deadheaded in the application of sub-paragraph 29.11 (b), locomotive engineers will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

**Note 2:** In the application of sub-paragraph 29.11 (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 road miles they would otherwise have earned for the round trip had the train not proceeded without them.

(Refer to Addendum No. 109)





**SECTION 2**  
**YARD SERVICE**



**ARTICLE 30  
Rates of Pay**

**30.1** Rates of pay per day of eight hours shall be:

	<b>EFFECTIVE</b>				
	<b>Jan1, 2018</b>	<b>Jan 1, 2019</b>	<b>Jan 1, 2020</b>	<b>Jan1, 2021</b>	<b>Jan 1, 2022</b>
Daily Rate	\$337.67	\$344.42	\$351.31	\$361.85	\$372.71
Hourly	\$42.21	\$43.05	\$43.91	\$45.23	\$46.59
Overtime	\$63.31	\$64.58	\$65.87	\$67.85	\$69.88

**Unit Allowance**

**30.2**

**(a)** A locomotive engineer in yard service in charge of and responsible for a second unit in the locomotive consist at any time during the shift shall be paid the following allowance in addition to other earnings for such shift:

<b>EFFECTIVE</b>				
<b>Jan 1, 2018</b>	<b>Jan 1, 2019</b>	<b>Jan 1, 2020</b>	<b>Jan 1, 2021</b>	<b>Jan1, 2022</b>
\$5.48	\$5.59	\$5.70	\$5.87	\$6.05

**(b)** A locomotive engineer in yard service in charge of and responsible for 3 or more units in the locomotive consist at any time during the shift shall be paid the following allowance in addition to other earnings for such shift:

<b>EFFECTIVE</b>				
<b>Jan 1, 2018</b>	<b>Jan 1, 2019</b>	<b>Jan 1, 2020</b>	<b>Jan 1, 2021</b>	<b>Jan 1, 2022</b>
\$10.91	\$11.13	\$11.35	\$11.70	\$12.05

**Shift Differentials**

**30.3** Employees in Yard, Road Switcher and CSA who commence a tour of duty between 14:00 and 21:59 hours shall receive a shift differential of seventy-five cents (\$0.75) per hour, and employees who commence a tour of duty between 22:00 and 05:59 hours shall receive a shift differential of one dollar (\$1.00) per hour.

(2016 change)

Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absences from duty such as vacations, general holidays, etc.

**ARTICLE 31  
Guarantees**

**31.1** Regularly assigned locomotive engineers and locomotive engineers assigned to temporary vacancies on regular assignments will be paid not less than five days in any one work week exclusive of overtime and arbitrary payments. In any one work week in which one or more general holidays occur, the work week guarantee shall be reduced by the number of general holidays accruing in the work week. Extra service may be used to make up the guarantee. In a work week in which a general holiday occurs, time worked on such holiday or holiday pay will not be used to make up the guarantee. In the application of the preceding sentence, in situations where an employee is assigned to a relief assignment which works two shifts on the general holiday only the first shift will be considered as "work on the general holiday".

**NOTE:** In the application of this paragraph 31.1 general holiday payments for a general holiday which falls on an employee's assigned rest day in the work week will not be used to make up the guarantee if on one of the assigned working days in the work week he or she is cancelled. However, extra service performed on the assigned days off excluding a general holiday may be used to make up such guarantee.

**31.2** Locomotive engineers in regularly assigned service laying off of their own accord or where the permanent assignment is on only for a part of the work week will receive their full proportion of the work week guarantee.

**31.3** The provisions of this article do not apply to spare locomotive engineers.

#### **ARTICLE 32 Basic Day**

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

#### **ARTICLE 33 Preparatory Time**

**33.1** Locomotive engineers will report for duty 10 minutes prior to time locomotives are required to leave shop track or in instances where locomotive engineers change off in yard, 10 minutes prior to the starting time of the assignment. Such time shall be allowed for performing duties required of them prior to leaving shop track or prior to the starting time of the assignment and shall be paid for at a rate per hour of 1/8th of the daily rate applicable to the locomotive. Such time shall not be used to make up the basic day.

#### **ARTICLE 34 Inspection Time**

**34.1** Locomotive engineers will be allowed 10 minutes after time locomotives are delivered on shop track or in instances where locomotive engineers change off in yard 10 minutes at end of day's work. Such time shall be allowed for performing duties required of them after delivering locomotives on shop track or at end of day's work, and shall be paid for at a rate per hour of 1/8th of the daily rate applicable to the locomotive. Such time shall not be used to make up the basic day.

#### **ARTICLE 35 Overtime**

**35.1** Locomotive engineers who are required to work in excess of 8 consecutive hours (excluding arbitrary payments), will be paid for time worked in excess of 8 hours' continuous service at one and one-half times the pro rata rate.

**35.2**

- (a)** Locomotive engineers assigned to regular shifts who are required to commence work on a second tour of duty within 24 hours of the starting time of the preceding shift paid for at straight time rates (excluding arbitrary payments and payments pursuant to paragraph 37.9 of Article 37) will be paid for such second tour of duty at one and one-half times the straight time rate.
- (b)** On the First and Second Seniority Districts, spare locomotive engineers who are required to commence a tour of duty in yard service within an interval of less than eight hours from completion of work on a preceding yard shift (excluding arbitrary payments and payments pursuant to paragraph 37.9 of Article 37) will be paid for such tour of duty at one and one-half times the straight time rate.
- (c)** On the Third, Fourth and Sixth Seniority Districts, spare locomotive engineers who are required to commence a tour of duty in yard service within an interval of less than eight hours from completion of work on a preceding yard shift (excluding inspection time and payments pursuant to paragraph 37.9 of Article 37), will be paid for such tour of duty at one and one-half times the straight time rate.

**35.3** The provisions of paragraphs 35.1 and 35.2 shall not apply when changing off where it is the practice to work alternate days and nights for certain periods, working 2 shifts to change off, where exercising seniority rights, or in the application of paragraph 36.7 of Article 36.

**35.4** The provisions of paragraph 35.2 shall not apply in the application of paragraph 36.5 of Article 36 or of Article 51, nor to a shift following a shift worked pursuant to Article 51.

**35.5** In Yard service, employees who work more than 5 straight-time shifts in any classification in a work week shall be paid one and one-half times the straight-time rate for such shifts. The term "work week" for regularly assigned employees shall mean a week beginning at the starting time on the first day on which the assignment is bulletined to work and for spare employees, shall mean a period of 7 consecutive days starting at 0001 on Monday.

**NOTE:** Nothing in this agreement shall obligate the Company to call a spare locomotive engineer who would be entitled to payment at overtime rate when there are spare locomotive engineers who could work at pro rata rate.

## **ARTICLE 36 Work Week**

### **Establishment of Work Week**

**36.1** Except as otherwise provided in this Section 2, a work week of 40 hours, consisting of 5 consecutive days of 8 hours each, is established, with 2 days off in each seven. The work weeks will be established in accordance with the Company's operational requirements.

### **Beginning of Work Week**

**36.2** The term "work week" for regularly assigned locomotive engineers shall mean a week beginning on the first day on which the assignment is bulletined to work, and for spare locomotive engineers shall mean a period of seven consecutive days starting with Monday.

### **Accumulation of Days Off**

**36.3** At points where it is not practicable to grant 2 consecutive days off in a work week to regularly assigned or regular relief locomotive engineers, agreements may be made to provide for the accumulation of days off over a period not to exceed 5 consecutive weeks.

### **Spare Locomotive Engineers' Work Week**

**36.4** Spare locomotive engineers may work any 5 days in a week and their days off need not be consecutive.

### **Relief Assignments**

**36.5** When service is required by the Company on the rest days of regular assigned Road Switcher Crews or Yard Crews, such may be performed by other regular Road Switcher or Yard Assignments, by regular Relief Assignments by a combination of Regular Road Switcher, Yard and Regular Relief Assignments or by spare Locomotive Engineers. When not protecting in the foregoing manner, Regular Relief Assignments will be governed as follows:

- (a)** Except as otherwise provided in this Article, where regular relief assignments are established they:
  - (1) May have 5 consecutive days work on the same shift: or
  - (2) May have 5 consecutive days work on different shifts; and/or
  - (3) May have different starting times on different days provided such starting times are those of the Locomotive Engineers relieved;
- (b)** The following combinations may be bulletined to provide relief where necessitated by Company operations:
  - (1) Road Switcher Assignments/Yard Assignments

**NOTE:** The Road Provisions shall be used where the relief assignment is predominately Road Switcher Service in make-up and from the Yard Provisions where the relief assignment is predominately Yard Service.

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

**36.6** If the Company contends it is not practicable to grant 2 consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the Company and representatives of the employees will confer and endeavour to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Company may nevertheless establish non-consecutive days off, subject to the right of the employee to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Company to prove that it was not practicable to grant two consecutive days off.

### **Overtime Provisions - Days Off**

#### **36.7**

**(a)** Locomotive engineers worked more than 5 straight time 8-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (1)** Where days off are being accumulated under paragraph 36.3 of this article;
- (2)** When changing off where it is the practice to work alternately days and nights for certain periods;
- (3)** When working through two shifts to change off;
- (4)** Where exercising seniority rights from one assignment to another;
- (5)** Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service locomotive engineer for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the 5 straight time 8-hour shifts referred to in sub-paragraph (a) of this paragraph 36.7.

**(b)** There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in sub-paragraph (a) of this paragraph 36.7, be utilized in computing the 5 straight time eight-hour shifts referred to in sub-paragraph (a) of this paragraph 36.7, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, dead-heading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

### **Operation of Spare Boards**

**36.8** Locomotive engineers on spare boards from which relief is drawn for employees in both road and yard service will not be permitted to work more than 5 straight time 8-hour shifts in yard service in any work week commencing with Monday if there are other spare board men available who could be used at straight time rates. In the application of this paragraph it will be incumbent upon spare board men to notify the proper officer of the Company when they have completed 5 straight time 8-hour shifts in yard service in any work week commencing with Monday and failing to do so should they be used in excess of 5 days in yard service in any work week commencing with Monday, they will be compensated on the basis of straight time rates for such excess work.

### **Tour of Duty in Road Service or Under Other Agreements**

**36.9** Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of the five-day work week, nor shall service under two agreements be combined in any manner in the application of the 5-day work week.

**ARTICLE 37**  
**Operation of Yard Assignments**

**Starting Time**

**37.1** Regular assignments in yard service will have a fixed starting time. The starting time will not be changed without at least 48 hours advance notice. So far as practicable assignments shall be restricted to 8 hours work.

**37.2** The starting time of yard assignments shall be between 0600 and 2400.

NOTE: Exceptions to the above may be made to cover local requirements where mutually agreed to between the appropriate officer of the Company and the General Chairman.

**37.3** Time for which an assignment is ordered will be used to establish the day on which service is performed. Preparatory duties such as inspection time will not be considered when determining the day on which service is performed.

**Points for Going On and Off Duty**

**37.4** Locomotive engineers shall have a designated point for going on duty and a designated point for going off duty. The practice of locomotive engineers changing off at shop tracks and other points as now in effect will continue unless more convenient points are mutually agreed upon between the Union and the Company. The points for going on and off duty will be governed by local conditions.

**Training Programs**

**37.5** Employees in yard service required to take Company training programs such as safety seminars, dangerous commodities, careful car handling, etc., prior to the regular starting time of their assignment will be compensated at one and one-half times the basic straight time rate for actual time so occupied during the training period. Time so occupied will not result in the payment of overtime for a second tour of duty commencing within a 24-hour period.

**37.6** The Company will make every effort not to keep employees beyond the completion of their tour of duty solely for the purpose of training. In any case, such training will not exceed a period of one hour.

NOTE: Exception to the above may be made to cover local requirements in isolated cases where mutually agreed to.

**ARTICLE 38**  
**Lunch Time**

**38.1** Locomotive engineers will be allowed 20 minutes for lunch which period will commence between 4 hours and not later than 5 hours and 10 minutes after their shift commences without deduction in pay. Locomotive engineers will not be required to work longer than 5 hours and 10 minutes without being allowed 20 minutes for lunch with no deduction in pay or time therefor.

**ARTICLE 39**  
**Rest**

**39.1** Locomotive Engineers may book rest after 9 hours on duty and must give two hours notice of their desire to book rest to the designated officer or his delegate.

**39.2** Locomotive engineers in yard service who double through a second shift without an interval of off-duty time between such shifts will be permitted to book off duty for rest after 8 hours on such second tour of duty, provided they were not aware that overtime would be worked by the assignment when they accepted the call for the assignment.

**39.3** Locomotive engineers will not be required to report for duty until they have had 8 hours off duty for rest, if desired. Such period off-duty for rest must be booked on completion of shift and in no case shall less than 8 hours nor more than 12 hours off-duty for rest be booked. The period off-duty for rest shall be booked in even hours and once booked cannot be changed or cancelled.

**ARTICLE 40**  
**Cancellation of Regular Yard Assignments**

**40.1** Locomotive engineers in regularly assigned yard service will be notified not later than the completion of their shift if their following shift is to be cancelled, unless such cancellation is due to weather or other conditions over which the Company has no control, in which event the Local Chairman will be furnished with particulars at the time of cancellation. Shortage of power or employees is not considered a condition over which the Company has no control.

**ARTICLE 41**  
**Switching Limits**

**Designation**

**41.1** 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 industrial activities and territorial extension of facilities. Copy of such notice will be forwarded to the General Chairman.

(Refer to Addendum No. 15)

**Working Within Switching Limits**

**41.2** Yard rates and conditions will apply to locomotive engineers in work, construction, auxiliary, snow plow, snow spreader or flanger service for a yard tour of duty which is not continuous with road service.

**Working Outside Switching Limits**

**41.3** Locomotive engineers called to perform yard service within switching limits, shall not be used in road service when road employees are available, except in cases of emergency. Locomotive engineers used in road service under conditions just referred to, shall be paid miles or hours, whichever is the greater, with a minimum of 1 hour for the class of service performed in addition to the regular yard pay, and without any deduction therefrom for the time consumed in road service.

**41.4** Paragraph 41.3 does not apply to locomotive engineers in yard service who are required to assist trains out of the yard beyond the switching limits.

**41.5**

- (a)** In order to provide timely transportation service, yard crews may be used within a distance of 25 miles outside the established switching limits.
- (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 paragraph 41.5 shall in no way have the effect of abolishing road switcher assignments.
- (d)** Yard crews used in excess of the miles outlined in sub-paragraph 41.5 (a) will be governed by the provisions of paragraphs 41.3 and 41.4 of this article.

**Rescue Service**

- (e)** In the application of paragraph 41.3, yard crews may be used to bring trains into the terminal within a distance of 50 miles, provided this service is solely for rescuing trains that are disabled or cannot make the terminal prior to the expiration of hours of service.

**Note 1:** A locomotive engineer in yard service who is medically restricted to yard service will not be disqualified from yard service as a result of the application of paragraph 41.5.



**Note 2:** In the application of paragraph 41.5, a locomotive engineer in yard service will not be required to operate on road territory over which he or she is not familiar.

**Note 3:** In the application of paragraph 41.5, a locomotive engineer in yard service will not be required to operate on road territory unless he or she is qualified to operate on such road territory.

## **ARTICLE 42**

### **Other Service**

#### **In Terminals**

**42.1** Locomotive engineers in yard service may be used temporarily in any service in the terminal in case of necessity when their locomotive is required to work in other service or part of the terminal.

#### **Helper or Pusher Service in Connection with Yard Switching Service**

**42.2** Locomotive engineers ordered for helper or pusher service required to do switching in connection with their daily assignment will be paid yard rates and conditions.

#### **Rover Position**

**42.3** Rover positions may be established based on operational requirements. Rover positions will be assigned duties, which will facilitate train and yard operations. Such positions and duties will be governed by applicable yard rates and conditions.



**SECTION 3**  
**GENERAL**



ARTICLE 43  
**Seniority Boundaries**

**First Seniority District**

**43.1** 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.

**(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.

(Refer to Addendum No. 17A)

**(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 No. 17B)

**(e)** Territory "K"

Comprising consolidated territories "G", "H", "I" and "J", including former territory of the Canada & Gulf Terminal Railway Company, 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**

**43.2** 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**

**43.3** 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**

**43.4** 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**

**43.5** 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 44**

### **Definition of Qualified and Promoted Locomotive Engineers**

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

**44.2** 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.

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

(Refer to Addendum No. 21A)

ARTICLE 45  
**Promotion, Establishment and Retention of Seniority**

**Employees Hired as Locomotive Engineers**

**45.1** The seniority date of a locomotive engineer hired in keeping with Company requirements and regulations shall be the date of first service as locomotive engineer, provided, however, that all firemen/helpers with a seniority date as such prior to February 3rd, 1958, will not be deprived of their right to qualification as and promotion to locomotive engineer based on their seniority. Qualification as locomotive engineer is subject to Company requirements and regulations.

**45.2** Intentionally left blank.

**45.3** Employees who are qualified as locomotive engineers in keeping with the Company's service requirements and regulations will be eligible for service as locomotive engineers. Effective March 17th, 1982, such 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 Assistant Conductors or Yardmen. If an employee has a seniority date in both classifications, the earliest date shall be used in determining relative standing.

**45.4** Employees who have insufficient service requirements under Agreement 4.16 which prevents them from having sufficient qualifications to apply for training as a locomotive engineer will have seniority awarded as if qualified in sub-paragraph (b) of this paragraph provided;

- (a) they apply for the first course advertised following attaining the necessary qualifications (it is incumbent upon the employee to apply to the first course advertised); and
- (b) they successfully qualify as locomotive engineer in the first course attended.

**NOTE:** The provisions of paragraph 45.4 of this article apply only to employees who enter training as locomotive engineers subsequent to March 17, 1982.

**45.5**

- (a) The Company may select as locomotive engineer trainees 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.
- (b) Senior candidates at terminals where no shortage exists pending acceptability and 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.
- (c) Junior employees selected on a terminal basis pursuant to this 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 paragraph, qualified as locomotive engineers. In this respect, the names of such locomotive engineers will be suitably noted 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 sub-paragraph 45.5 (c), junior employees may be permitted to work as a locomotive engineer at such other terminals referred to in sub-paragraph 45.5 (c), when an additional shortage arises. In such cases, the corresponding number of those senior candidates referred to in sub-paragraph 45.5 (c), shall be afforded loss of earnings in accordance with the applicable provisions of the collective agreement governing their services.

- (d) Senior candidates held off training pursuant to this paragraph 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 engineers' 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.

(Refer to Addenda Nos. 21A, 21B and 21C)

- (e) Employees who are at terminals other than those where locomotive engineer trainees are required, and are senior to applicants accepted for locomotive engineer training will have their seniority awarded pursuant to article 45.3 provided:
  - (a) they apply for the first course advertised at the location
  - (b) they successfully qualify as locomotive engineer in the first course attended.

#### **Qualified Locomotive Engineers Accepting Other Positions**

##### **45.6**

- (a) Employees with seniority under this agreement whose seniority entitles them to a position as locomotive engineer at their home terminal and who accept a position as a regularly assigned traffic coordinator, shall continue to accumulate seniority under this agreement.
- (b) Locomotive engineers employed on a traffic coordinator's position, 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.

#### **Seniority of Locomotive Engineers Taken Over With New Lines**

**45.7** Locomotive engineers employed by construction companies or contractors on new lines taken over for operation by the Canadian National Railways, shall hold no seniority stand amongst locomotive engineers employed by the Canadian National Railways until such standing is established by agreement between the General Committee representing the Teamsters Canada Rail Conference and the proper officer of the Railway.

#### **Seniority of Discharged Locomotive Engineers Re-entering Service**

**45.8** 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 new locomotive engineers unless otherwise mutually agreed between the proper Officer of the Company and the General Chairman.

#### **Seniority Lists**

**45.9** Seniority lists showing the seniority number, name date as fireman/helper where applicable, and date as locomotive engineer of all locomotive engineers will be posted, not later than April 1 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 in 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.

#### **Employees on Leave of Absence or Filling Excepted Positions**

**45.10** Employees on authorized leave of absence, Traffic Coordinator's position, or filling excepted positions as Company Officers shall retain and accumulate seniority rights, except as amended below:

All Company officers currently on the seniority roster and holding management positions on December 31, 2006 will be permanently removed from the TCRC seniority list(s).

- a) Any TCRC member who accepts a management position after the date of ratification will continue to accumulate seniority for up to one calendar year. Upon completion of one calendar year such employee will be permanently removed from the TCRC seniority list(s).
- b) In the application of sub-paragraph a) herein, any Company Officer who returns to the ranks and subsequently accepts a management position will be immediately and permanently removed from the TCRC seniority list(s).



**NOTE:** Any individual occupying an accommodated position in management may, at the Union's discretion, apply to have his/her seniority protected. The decision will be at the Union's discretion, and is not subject to appeal.

**45.11** The terms, conditions and benefits provided for in Article 78, "Adverse Effects of Changes in Working Conditions" or similar agreements will not apply to those employees who were occupying an "excepted" position as Company Officers 30 days prior to the date of such notice of change.

**45.12** Should an exercise of seniority occur through the abolishment of a permanent management position and result in the lay-off of a non-protected employee with two or more years of service, the following will be offered in seniority order for a period of 30 days to the classification and terminal affected:

1. Early retirement, or;
2. Severance, or;
3. Relocation.

#### ARTICLE 46

##### **Definition of a Temporary Vacancy**

**46.1** 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 paragraph 54.2 of Article 54.

#### ARTICLE 47

##### **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**

**47.1** New assignments and permanent vacancies will be advertised at home stations and stations subsidiary thereto 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.

**47.2** At Spring and Fall change of timetable, locomotive engineers will make choice of runs or jobs out of their respective home terminals, 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 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 services.

**47.3** 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 applicable provisions of this article.  
(Refer to Addenda Nos. 17B and 23)

###### **Work Train Service**

**47.4** Work trains going on for seven days or more will be bulletined at the home station and stations subsidiary thereto to locomotive engineers on the seniority territory affected.

**47.5** Senior locomotive engineers will have the choice to spotting engines, or engines handling pile drivers or ditchers when used in work train service, and choice of assignment when two or more trains are working at the same point.

**47.6** Locomotive engineers assigned to work or construction trains will where possible, be notified 24 hours in advance of time required to report for duty so they can make necessary preparations.

### **Temporary Vacancies in Passenger Service**

**47.7** 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 in freight service 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.

### **Temporary Vacancies in Freight Service**

**47.8** Temporary vacancies will be filled by locomotive engineers from the spare board first-in first-out for the first 7 calendar days, except that, at stations where no spare board is maintained, the locomotive engineer first called will fill the vacancy for 7 calendar days. After 7 calendar days the senior unassigned locomotive engineer on the spare board who has applied for such vacancy during the first 7 calendar days will be assigned. However, when it is known that a temporary vacancy will be created at a subsidiary station, a bulletin will be posted for forty-eight (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.

**47.9** In the application of paragraphs 47.7 and 47.8 above, 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 Office of his desire to be released.

### **Entitlements of Locomotive Engineers Filling Temporary Vacancies**

**47.10** 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**

**47.11** 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**

**47.12** 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 paragraph 47.13 of this article. In the event the number of locomotive engineers on the spare board cannot be reduced, the senior demoted or qualified locomotive engineer will be assigned.

### **No Applications Received for Five Days per Week Yard Assignments**

**47.13** 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 or qualified locomotive engineer will be assigned.

### **Choice of Runs After Being on Leave of Absence**

**47.14** Locomotive engineers on authorized leave of absence at change of timetable will be permitted to make their choice immediately upon reporting for duty.

**47.15** Locomotive engineers on authorized leave of absence 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**

**47.16** 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**

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

- (a) The pay miles of any regular assignment are decreased in excess of 300 per month (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.

(Refer to Addenda Nos. 17A and 17B)

## **ARTICLE 48**

### **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**

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

**48.2** 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 applicants 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.

**48.3** 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 applicable provisions of this article.

(Refer to Addendum 23)

### **Work Train Service**

**48.4** Work trains going on for 7 days or more will be bulletined for five days to locomotive engineers on the seniority district and the senior qualified locomotive engineer will be assigned.

**48.5** Senior locomotive engineers will have the choice to spotting engines, or engines handling pile drivers or ditchers when used in work train service, and choice of assignment when two or more trains are working at the same point.

**48.6** Locomotive engineers assigned to work or construction trains will where possible, be notified 24 hours in advance of time required to report for duty so they can make necessary preparations.

## **Temporary Vacancies**

**48.7** 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.

**48.8** 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.

**48.9** In the application of the first sentence of paragraph 48.7 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.

**48.10** 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 paragraphs 48.7, 48.8 and 48.9 above.

**48.11** 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 Office of his desire to be released.

(Refer to Addendum No.101a)

## **Entitlements of Locomotive Engineers Filling Temporary Vacancies**

**48.12** 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 engineers their junior who may be filling a temporary vacancy out of the terminal or station 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**

**48.13** 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**

**48.14** 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 paragraph 48.15 of this article. In the event the number of locomotive engineers on the spare board cannot be reduced, the senior demoted or qualified locomotive engineer will be assigned.

## **No Applications Received for Five Days per Week Yard Assignments**

**48.15** 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 or qualified locomotive engineer will be assigned.

## **Choice of Runs After Being on Leave of Absence**

**48.16** Locomotive engineers on authorized leave of absence at change of timetable will be permitted to make their choice immediately upon reporting for duty.

**48.17** Locomotive engineers on authorized leave of absence 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**

**48.18** 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**

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

- (a) The pay miles of any regular assignment are decreased in excess of 300 per month (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.

## **ARTICLE 49 Advertising and Filling of Positions Third, Fourth and Sixth 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**

**49.1** Permanent vacancies and new assignments will be advertised as follows:

- (a) To the home terminal and stations subsidiary thereto for 5 days and the senior qualified applicant 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 on runs or jobs the earnings of which in a 30-day month, exclusive of overtime, are below 3,000 miles in passenger service, 2,600 miles in freight or mixed service and 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 in pool or chain gang freight service, 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 applicant 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 positions.
- (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 in pool or chain gang freight service 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 28)

**49.2** At recognized Spring and Fall changes of time-table, 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.

**49.3** 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.

**49.4** 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.

**49.5** Locomotive engineers assigned to regular service under paragraphs 49.1 or 49.3 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**

**49.6** 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.

**49.7** Senior locomotive engineers will have the choice to spotting engines, or engines handling pile drivers or ditchers when used in work train service, and choice of assignment when two or more trains are working at the same point.

### **Temporary Vacancies**

**49.8** 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.

(Refer to Addendum 7)

**NOTE:** Notwithstanding the provisions of sub-paragraph 49.8(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:
  - (a) 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;
  - (b) 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;
  - (c) 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 three days.
- (2) The Company 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.

(Refer to Addenda 101B and 101C)

**49.9** 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.

**49.10** Locomotive engineers filling a temporary vacancy may exercise their seniority on subsequent temporary vacancies which may occur out of their home 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.

**49.11** 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 regularly 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 Office of his desire to be released.

**49.12** 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.

**49.13** In the application of paragraphs 49.9 to 49.12, 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.

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

#### **Posting of Notices**

**49.15** Any necessary notices to be posted in the application of this article will show time and date of posting.

#### **Filling of Vacancies when No Applications Received**

**49.16** 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 paragraph 49.17.

#### **No Applications Received for Five Days per Week Yard Assignments**

**49.17** 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 or qualified locomotive engineer will be assigned.

#### **Choice of Runs After being on Leave of Absence**

**49.18** 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**

**49.19** 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**

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

#### **Changes to Assignments**

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

- (a) The pay miles of any regular assignment are decreased in excess of 300 per month (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.

(Refer to Addendum No. 27)

### **ARTICLE 50 Inter-District Runs and New Lines**

#### **Inter-District Runs**

**50.1** 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.

(Refer to Addenda Nos. 7, 29 and 30)



## **New Lines and Extensions**

**50.2** Locomotive engineers on the seniority district from which a newly constructed line or extension diverts will have preference in performing the service on such lines 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 Committee representing the Teamsters Canada Rail Conference and the proper Officer of the Railway. In the event locomotive engineers are not available on the seniority district or districts affected, bulletin will be issued on all other seniority districts on the Region calling for applicants.

(Refer to Addendum No. 16)

### **ARTICLE 51 Filling of Vacancies and Extra Engines in Yard Service by Regularly Assigned Locomotive Engineers**

**51.1** 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.

**51.2** Notwithstanding the provisions of Article 52, 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 52 provided such call will not interfere with such employee filling his or her regular assignment.

**51.3** 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 paragraph 31.2 of Article 31 will apply to them.

### **ARTICLE 52 Filling of Vacancies When Spare Board Locomotive Engineers Not Available**

**52.1** Except as provided in paragraph 51.2 of Article 51 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 regularly assigned locomotive engineers available desiring such work pursuant to the Memorandum of Agreement dated January 8, 1986. (Addendum 33)

**52.2** Assigned yard locomotive engineers desiring such work will notify the crew office of their availability to work a sixth shift in the work week or a tour of duty in road service, as the case may be.

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

**52.4** Locomotive engineers who have indicated that they are available for such work will accept all calls until they cancel by notifying the crew office.

**52.5** Locomotive engineers who fail to respond to calls will not again be called until they have advised the crew office that they are again available.

(Refer to Addendum 33 in respect to regularly assigned road service locomotive engineers working a tour of duty in road service between regularly laid out trips)

ARTICLE 53  
**Filling of Vacancies as Second Employee in the Cab**

**53.1** The following provisions of Articles 47, 48, 49 and 54, where applicable, will apply to the filling of a vacancy as a "second employee in the cab" of a diesel locomotive on a conventional passenger train when a fireman/helper is not available and when a vacancy as such exists:

- (a) First Seniority District  
Paragraphs 47.7, 47.9, 47.10, 47.11, 47.12, 47.15 and 47.16 of Article 47; and paragraphs 54.7, 54.8, 54.9 and 54.10 of Article 54.
- (b) Second Seniority District  
Paragraphs 48.7, 48.8, 48.9, 48.10, 48.11, 48.12, 48.13, 48.14, 48.17, and 48.18 of Article 48; and paragraphs 54.7, 54.8, 54.9 and 54.10 of Article 54.
- (c) Third, Fourth and Sixth Seniority Districts  
Paragraphs 49.8, 49.9, 49.10, 49.12, 49.13 and the Note thereto, 49.14, 49.15, 49.16 and 49.19 of Article 49; and paragraphs 54.11, 54.12, 54.13 and 54.14 of Article 54.

**53.2** Provided that the employee filling the position of "second engineer" is not restricted from working a position of in-charge locomotive engineer, the following procedure will apply in filling vacancies of locomotive engineer in passenger service:

When a regularly assigned in-charge locomotive engineer is absent for any reason, on a tour of duty basis, the regularly assigned "second engineer" will assume the position of in-charge locomotive engineer, except that:

- (a) when the spare locomotive engineer called for the assignment is senior to the "second engineer", the spare locomotive engineer will assume the position of in-charge locomotive engineer;
- (b) when two spare locomotive engineers are called for an assignment, the senior locomotive engineer will be the in-charge locomotive engineer.  
(Refer to Addenda Nos. 31A, 31B, 31C and 31D)

ARTICLE 54  
**Running of Locomotive Engineers**

**In Regularly Assigned Service**

**54.1** 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.

**54.2** 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.

**NOTE:** The provisions of this paragraph will not apply to locomotive engineers returning to duty:

- (1) as a result of mileage regulations;
- (2) from annual vacation.

**54.3** When regular assignments are established representatives of the Company and the Local or General Chairman of the Union will co-operate to minimize the layover period at the away-from-home terminal to the extent practical.

### **In Pool or Chain Gang Service**

**54.4** On the First and Second Seniority Districts, locomotive engineers assigned to pool or chain gang service will be run first-in first-out on their respective subdivision or subdivisions subject to the provisions of paragraphs 29.1, 29.2 and 29.3 of Article 29.

**54.5** On the Third, Fourth and Sixth Seniority Districts, locomotive engineers assigned to pool or chain gang service will be run first-in first-out on their respective subdivision or subdivisions, in order of their release from previous duty, subject to the provisions of paragraphs 29.1, 29.2 and 29.3 of Article 29, and if available, will be entitled to fill all jobs for locomotive engineers in road service, exclusive of regular assignments. The words "road service" refer to all classes of service specified in Article 1.

**NOTE:** On the 6th 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.

(Refer to Addenda Nos. 35 and 36)

**54.6** Locomotive engineers in pool or chain gang 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)**

**54.7** 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 paragraphs 29.1, 29.2 and 29.3 of Article 29.

(Refer to Addendum No. 16)

**54.8** 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.

**54.9** 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.

**54.10** 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 ready for duty.

### **On Spare Boards (Third, Fourth and Sixth Seniority Districts)**

**54.11** **Subject to the provisions of paragraphs 29.1, 29.2 and 29.3 of Article 29,** 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 49 and 53;
- (b) Extra yard and transfer service;
- (c) Extra road service when locomotive engineers assigned to pool or chain gang service are not available.

**NOTE:** 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.

(Refer to Addenda Nos. 35, 36 and 37)

**54.12** 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.

**54.13** Locomotive Engineers assigned to the spare board who book sick, or obtain leave of absence, 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.

**54.14** Locomotive engineers assigned to the spare board who have been on leave of absence or booked sick for 72 hours or over will have their names placed at the foot of the spare board as soon as they report ready for duty.

(Refer to Addenda Nos. 38, 39 and 40A to 40F)

#### **ARTICLE 55**

##### **Exercising Seniority When Reductions Take Place First Seniority District**

**55.1** 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. The locomotive engineer(s) so displaced will have the right to exercise their seniority on the seniority territory. 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.

**55.2** Promoted locomotive engineers cut off the locomotive engineers' 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.

**55.3** Promoted locomotive engineers cut off the locomotive engineers' 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 paragraph will only be permitted to displace the junior employee working as locomotive engineer on the seniority territory.

**55.4** 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 56**

##### **Exercising Seniority When Reductions Take Place Second Seniority District**

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

**56.2** Promoted locomotive engineers cut off the locomotive engineers' working list at any terminal who exercise seniority as a 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.

**56.3** Promoted locomotive engineers cut off the locomotive engineers' 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.

**56.4** Promoted locomotive engineers cut off the locomotive engineers' 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 paragraph will only be permitted to displace the junior employee working as locomotive engineer on the seniority district.

**56.5** 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 57  
**Exercising Seniority When Reductions Take Place  
Third, Fourth and Sixth Seniority Districts**

**57.1** When a reduction is made in the number of locomotive engineers on the working list, the junior locomotive engineer(s) will be displaced.

**57.2** 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 engineers 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 their seniority to temporary vacancies.

**57.3** 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.

**57.4** In the application of paragraphs 57.1 to 57.3 of this article, 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 paragraph within the prescribed time limits will only be permitted to displace the junior locomotive engineer working in the terminal or stations subsidiary thereto.

**57.5** Except as otherwise provided in this Agreement, a demoted locomotive engineer who does not have seniority as a fireman/helper will not be required to exercise seniority as a locomotive engineer on the seniority district.

**57.6** Promoted locomotive engineers cut off the locomotive engineers' working list at any terminal may displace any locomotive engineer their junior on the seniority district.

**57.7** Promoted locomotive engineers cut off the locomotive engineers' working list at any terminal who exercise seniority as a 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.

**57.8** Promoted locomotive engineers cut off the locomotive engineers' 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.

**57.9** Promoted locomotive engineers cut off the locomotive engineers' 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 paragraph will only be permitted to displace the junior employee working as locomotive engineer on the seniority district.

**57.10** 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 58**  
**Protecting Service**

**Promotion to Locomotive Engineers Working List at Home Stations**

**58.1** Except as provided in paragraphs 58.2 and 58.3, 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**

**58.2** 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.

**58.3** If by promoting available locomotive engineers at a home station to the locomotive engineers' 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 engineers to be promoted, or already promoted, a shortage of locomotive engineers will be deemed to exist.

**Overcoming a Temporary Shortage of Locomotive Engineers on a voluntary basis**

**58.4** When the advertising and bulletining provisions of the collective agreement have been exhausted, and it is determined that there is a need to increase the work force at a specific location, the following will apply:

At any time it is established that a shortage of locomotive engineers will exist at a home terminal, or a shortage of locomotive engineers develops, the Company may in advance of actual requirements bulletin for 15 days to the District for locomotive engineers who are prepared to proceed to the home terminal requiring additional locomotive engineers on an if-and-when required basis.

- The bulletin will specify:
- The number of locomotive engineers required at the shortage location
- The anticipated duration of the shortage not to exceed 6 months
- The reporting location(s) at the shortage terminal(s)
- Availability of public transportation at the shortage location, or other transportation arrangements
- A description of the work and territories involved
- The accommodations provided, as well as the accessibility / availability of eating facilities.

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

**58.6** A qualified locomotive engineer on leave of absence or on vacation with pay during the period of bulletin referred to in paragraph 1 hereof, will be permitted to make application when he/she reports for duty.

**58.7** The senior qualified applicant will be accepted when such will not create a shortage of employees at their home terminal. Such applicant will be considered temporarily transferred. A successful applicant that is able to hold work in the classification for which bid at the point where the shortage exists, will be required to respond when advised and must report at the point where the shortage exists as soon as practicable not to exceed 7 days.

**58.8** 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 No. 42)

**58.9** Locomotive engineers exercising seniority to a temporary shortage shall not be required to protect the shortage beyond 6 months from the date that the employee arrives at the shortage location.

**58.10** If released prior to the expiration of 6 months, such release will be in reverse order of seniority. Locomotive engineers released prior to the expiration of 6 months will be subject to recall to the point from which released in seniority order to protect a position as locomotive engineer.

**58.11** Qualified locomotive engineers who are successful applicants shall be afforded a reasonable number of familiarization trips / tours of duty at the shortage location. The Local Chairmen and Company officer will establish the minimum number of familiarization trips required at each location, the minimum number of familiarization trips will be no less than three in each direction. \*\* The General Chairman will co-operate with appropriate Company officers in the application of paragraphs 58.4 to 58.10.

#### **Overcoming a Shortage of Locomotive Engineers at Home Stations When No Applications Are Received**

**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 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 next change of timetable or until their services are required as 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 paragraph will be released. In either case such employee will be returned to his or her 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 58.12, 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 or she shall be sent to relieve the locomotive engineer who filled the original requirement.

**58.13** In the application of paragraphs 58.4 to 58.11 and paragraphs 58.18 - 58.23, 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.

**58.14** If a locomotive engineer is released at a change of timetable under paragraphs 58.4 to 58.13, or prior to change of timetable when recalled under paragraph 58.12 such release will not be effective until a replacement locomotive engineer is available.

**58.15** Locomotive engineers who protect service in keeping with paragraphs 58.4 and 58.12 will be paid for all time travelling to the point where the shortage exists on the basis of 12-1/2 miles per hour at minimum passenger rates for miles up to 200 and at one-half minimum passenger rates for miles in excess thereof. This paragraph does not apply to locomotive engineers exercising seniority under paragraph 58.13.

#### **Expenses Away From Home**

**58.16** Locomotive engineer protecting temporary shortages will be entitled to a meal allowance of **\$25.00** per day where accommodations with cooking facilities are provided or **\$40.00** per day where accommodations without cooking facilities are provided. At the employee's option, the employee may be offered an all inclusive allowance of \$72.00 per day be provided in lieu of any and all other expenses.

- Reasonable transportation expenses to the location.
- Accommodations provided the location is not the employee's normal place of residence.
- All time spent traveling to the point where the shortage exists on the basis of 12½ miles per hour at the minimum freight rates .
- When deadheading on passenger trains, sleeping accommodations between the hours of 2200 and 0600 when such are available.
- Reasonable transportation expenses when returning to the home location when off for miles or when released.

**NOTE:** In the application of paragraph 58.16, the payment of the meal allowance shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists.

## **Overcoming a Permanent Shortage of Locomotive Engineers on a Voluntary Basis**

**58.17** Bulletins will be issued at the Change of Card or otherwise when required to Eastern Canada for a period of 15 days, inviting applications from locomotive engineers who are regularly assigned to a home terminal that is a surplus location in the district who wish to relocate to a shortage location.

**58.18** If shortages still remain, the positions will be bulletined system wide on the same basis to all qualified locomotive engineers.

**58.19** Relocation opportunities will be awarded on a seniority basis. The successful applicants will be required to report to their new home terminal within 30 days of being notified that they have been awarded a position.

**Note:** Refer to Article 78

**58.20** Locomotive engineers who relocate pursuant to these provisions will be required to remain at the new location for a period of at least 3 calendar years from the date they commence working at the new location. In the event employees are unable to hold work at the new location they will be entitled to relocate temporarily to another location.

**58.21** Protected employees who move from one seniority district to another will maintain the applicable furlough board guarantees on the new seniority district for a period of 3 calendar years from the date they make their first tour of duty at the new location.

**58.22** Nothing in this paragraph will preclude employees from exercising seniority if unable to hold work at the shortage location. A locomotive engineer's first obligation will be to protect work at the shortage location, and must accept recall to that location, unless having completed the 3 calendar year period.

**58.23** Qualified locomotive engineers governed by any CCROU collective agreement will be eligible to apply for either temporary or permanent shortage bulletin. Preference will be given to employees working in the classification which the Company requires at the shortage location. Employees' seniority will be protected while protecting shortages under this article, and will not be subject to recall.

## **ARTICLE 59 Intentionally Left Blank**

## **ARTICLE 60 Calling**

**60.1** Except in cases of emergency, locomotive engineers will be called at the home terminal two (2) hours in advance as far as practicable, and at the away from home terminal no less than one (1) hour in advance, of the time required to report for duty. 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, when the calling distance is not over two (2) miles from the crew dispatcher's office or when locomotive engineers are accommodated in facilities provided by the Company. If other than local telephone service is used, locomotive engineers will be required to accept long distance charges. Locomotive engineers assigned to regular runs will be called if request is made.

## **ARTICLE 61 Run-Around**

**61.1** Locomotive engineers first out in unassigned service who are available and are run-around avoidably will be paid as outlined below and hold their turn out:

(a) Runs under 225 pay miles	50 miles at the minimum through freight rate for each run-around
(b) Runs 225 pay miles or more	Actual time lost

**NOTE:** In the application of paragraph 61.1 "actual time lost" will be the difference between what the locomotive engineer would have earned on the complete round trip and the actual earnings made during that same time period (Make Whole Principle). Such difference, if any, will be charged against their total mileage in the month claim is paid.



**61.2** Locomotive engineers in unassigned service who have come on duty in their turn will remain with the train called for and will not be entitled to compensation under this article if another locomotive engineer who comes on duty later gets out of the terminal first.

**61.3** In cases of accident requiring the use of auxiliary the first locomotive engineer available may be called without involving claim for run-around.

## **ARTICLE 62 Called and Cancelled**

**62.1** Locomotive engineers called for service and afterwards cancelled will be paid a minimum of 4 hours, or 50 miles, at a rate per hour of 1/8th of the daily rate applicable to the class of service called for. 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 (each 4.8 minutes to count as 1 mile), at a rate per hour of 1/8th of the daily rate applicable to the class of service.

**62.2** Locomotive engineers cancelled after leaving shop track or designated track will be paid not less than 100 miles at the rate applicable to the service called for and will retain their previous standing on the board.

**62.3** Locomotive engineers who are allowed less than 100 miles under this article will hold their turn out.

**62.4** 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, provided such service is the same type of service for which they were originally called (straight-away or turn-around).

**62.5** Locomotive engineers who are cancelled after reporting for duty, will retain their relative position on the board and may book up to eight (8) hours rest at the home terminal or up to six (6) hours rest at other terminals.

**62.6** Locomotive engineers in through freight service who are cancelled at the home terminal after reporting for duty or enroute will be paid the constructive road miles to the away from home terminal and return.  
(Refer to Addendum No. 59)

## **ARTICLE 63 Deadheading**

**63.1** Deadheading or travelling passenger on railway business with the proper authority will be paid for based on the following:

**63.2** Deadheading paid separately from service will be computed on the basis of miles or hours whichever is the greater, with a minimum of 100 miles, overtime pro rata, at the minimum rate applicable to the train on which the locomotive engineer travels.

**63.3** 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 or mileage will be paid for at the highest rate applicable to any class of service performed with a minimum of 100 miles. The provisions of Articles 5 and 6 will apply when deadheading and service is combined.

**63.4** When deadheading is coupled with service paid for at yard rates, such deadheading time and any dead time will be paid for separately from the time occupied in yard service, miles or hours whichever is the greater. If deadheading is performed on a passenger train, it will be considered as passenger service, and if on a freight train as freight service.

**63.5** Locomotive engineers deadheading to exercise seniority rights or returning after having done so, or as a result of the application of Article 65 will not be entitled to compensation therefor. 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 Company 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.

**63.6** When locomotive engineers are ordered to deadhead on pay, the Company 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 30 cents per kilometer for the kilometers travelled via the most direct highway route.

**63.7** Locomotive engineers called to deadhead, who are directed by the Company to inspect the train on which deadheaded, at either the initial or final terminal, will be paid initial terminal time pursuant to Article 5 of final terminal time pursuant to Article 6, as the case may be, for time so occupied.

**63.8** Deadheading and a tour of duty in road service may only be combined once; i.e., going to the work location and tour of duty; or tour of duty and deadhead back to a terminal after completion of the tour of duty.  
(Refer to Addenda Nos. 16, 101A to 101C and 44A to 44Q)

**63.9** When a Locomotive Engineer is ordered to deadhead and instructed to pick up and/or deliver a radio:

- (a) A Locomotive Engineer will not be required to pick up and deliver more than one radio each;
- (b) At the home terminal, a payment of ten minutes will be allowed to a Locomotive Engineer who either picks up or delivers a radio which has been or will be in the care of and for the use of such Locomotive Engineer during that tour of duty or an ensuing trip(s) or tour(s) of duty.
- (c) In the application of sub-paragraph (b), Locomotive Engineers otherwise compensated before commencing or after completion of a deadhead tour of duty (such as combined service and deadheading, transportation allowance agreements, taxi arrangements and so on) will not receive such payments if it results in duplicate payment.

63.10 (2011) Locomotive Engineers shall not be compelled to deadhead on Distributive Power unless warranted by circumstances such as inclement weather, road accessibility, transportation availability, etc, in which case crews may be deadheaded on Distributive Power.

#### ARTICLE 64 Travel Allowance

**64.1** Where locomotive engineers travel between yards or stations in one of the terminals listed in paragraph 64.2 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,

they shall, where a travel allowance is specified in paragraph 64.2, 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 paragraph 64.2, irrespective of the next location they report for duty, will be paid the allowance specified.

#### **64.2**

Terminal	Points Between Which Travelled	Travel Allowance
Halifax	Halifax Station – Fairview Roundhouse	30 minutes
	Halifax – Dartmouth	30 minutes
St. John	St. John Station – Island Yard or Resthouse	30 minutes
Moncton	Moncton Hump Yard - Passenger Station	30 minutes
Edmundston	Edmundston Bus Station - Yard Office	20 minutes

Quebec	Joffre - Charny	15 minutes
	Joffre - Ste Foy	30 minutes
	Joffre - Levis	60 minutes
	Joffre - Quebec Central Bus Terminal	60 minutes
	Joffre - Limoilou	60 minutes
Montreal	Taschereau Yard - Central Station	60 minutes
	- (including Bus Station)	
	Taschereau Yard - Pt. St.Charles Yard	60 minutes
	Taschereau Yard – Turcot Yard	45 minutes
	Pt. St. Charles Electric Shop Turcot Yard	45 minutes
Ottawa	Pt. St. Charles Yard-Central Station	45 minutes
Ottawa	Ottawa Station – Walkley Yard	30 minutes
	Ottawa Bus Terminal - Walkley Yard or Ottawa Station	45 minutes
Sarnia	Sarnia Passenger Station Sarnia Freight Yard	20 minutes
	Port Huron Passenger Station Sarnia Freight Yard	45 minutes
	Port Huron Passenger Station Sarnia Passenger Station	45 minutes

**64.3** The travel allowance provided under the provisions of paragraphs 64.1 and 64.2 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.

**64.4** Payment made under this article shall not result in a duplicate time payment.  
(Refer to Addenda Nos. 15, 101A-C, 44A-Q, 45 and 46)

## ARTICLE 65 Mileage Regulations

### Mileage Limitations

**65.1** A sufficient number of locomotive engineers will be assigned to keep the mileage or equivalent thereof, within the following limitations, wherever it is practicable to do so.

- (a) Assigned passenger service - 4,000 to 4,800 miles per month.
- (b) Assigned freight, mixed, pusher, helper, work or construction service - 3,200 to 3,800 miles per month; pool or chain gang service (subject to sub-paragraph 65.1 (e)) - 3,300 to 3,800 miles per month.
- (c) Assigned yard or transfer service, a maximum of the equivalent of - 3,800 miles per month.
- (d) Spare board (subject to sub-paragraph 65.1 (e)) - 3,300 to 3,800 miles per month.
- (e) Provided it does not result in a qualified locomotive engineer filling a position as fireman/helper, a sufficient number of locomotive engineers will be assigned to pool, chain gang or spare boards to keep the mileage or equivalent thereof between 3,700 to 3,800 miles per month.

**65.2** Locomotive engineers used in combination service will be permitted to make the equivalent of 3,800 miles in freight service. In calculating such miles, time paid for at straight or punitive rates will be calculated at 20 miles per hour in passenger service and at 12.5 miles per hour in all other classes of service.

**65.3** Where assignments have a set cycle which results in unusual mileage fluctuations from one month to the next, such that the regularly assigned locomotive engineer would earn less than the maximum one month and be required to request relief the following month (e.g., a passenger assignment operating 4400 miles one month and 5200 miles the next), the Local Chairman of the Union and the proper officer of the Company may arrange for maximum mileage averaging over a period of two working months.

**65.4** When locomotive engineers have made the maximum mileage for their working month, they will advise the appropriate officer of the Company, in order that relief may be arranged.

**65.5** Locomotive engineers on work or other trains at points where spare boards are not maintained will advise the appropriate officer of the Company a sufficient time in advance to enable such officer to arrange for relief when their maximum monthly mileage is reached.

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

#### **Mileage Dates**

**65.7** Locomotive engineers shall have a set date upon which their working month commences. This date shall be maintained, regardless of the length of the calendar month.

**65.8** The Local Chairman of the Teamsters Canada Rail Conference, with the appropriate officer of the Company, will arrange starting dates for the working months of all locomotive engineers at their respective terminals.

**65.9** When a locomotive engineer moves on a temporary transfer his or her mileage date shall not be changed but if on a permanent transfer it may be changed to more equitably distribute the mileage dates at that terminal, provided that the locomotive engineer's miles are adjusted accordingly.

#### **Calculating Mileage**

**65.10** Mileage made by locomotive engineers in different occupations and under different collective agreements will be taken to total mileage in a working month. In the application of this article, mileages paid for as

- (a) Held Away From Home Terminal (Article 25);
- (b) Payments pursuant to Article 13.2.
- (c) Travel Allowance (Article 64);
- (d) Payment for Examinations (Article 69);
- (e) Payment pursuant to paragraph 70.10 (Article 70);
- (f) General Holiday (Article 76); and
- (g) Bereavement Leave (Article 80)

will not be included in computing a locomotive engineer's total mileage in a working month.

**65.11** When an Engine Service Employee (ESE) is promoted to the locomotive engineer's working list, the employee's miles earned during that period will be decreased by 12%; for example

Miles earned as ESE to date of promotion:	3400 miles
Decrease of 12%:	<u>408 miles</u>
Miles to be recorded	2992 miles

#### **Recording Mileage**

**65.12** Intentionally left blank.

**65.13** Intentionally left blank.

**65.14** All time returns will, after being certified to by the appropriate officer if necessary, be promptly forwarded to the Crew Management Centre in order that the mileage made by pool, spare and emergency locomotive engineers may be entered on the record of mileage being prepared for the home station of such locomotive engineers, and also to make it possible for a check to be made of the mileage recorded in the register and rest book by locomotive engineers at their home stations before time returns are forwarded to the office of the Regional Comptroller. It is imperative that time returns be handled promptly to avoid delay in the preparation of

payrolls in the office of the Regional Comptroller.

**65.15** A record of mileage made by locomotive engineers

- (a) In pool service;
- (b) On the spare board;
- (c) By emergency locomotive engineers

will be prepared for periods ending the 10th, 20th and last day of the month. At the expiration of each period the record of mileage made by locomotive engineers will be furnished to the Local Chairman of the Union by the appropriate officer of the Company.

#### **Exceeding Maximum Mileage**

**65.16** If any locomotive engineer exceeds maximum mileage or days in any working month, such excess mileage will be charged to his or her mileage or days in the following months. However, this will not apply when such excess mileage is made because of a shortage of locomotive engineers at their home terminal.

**65.17** A locomotive engineer who exceeds the maximum mileage limitations due to incorrectly booking mileage will be liable to discipline, and will be penalized by the loss of 2 days for each 100 miles made in excess of the maximum.

#### **Regulating Boards**

**65.18** No reductions will be made in the number of locomotive engineers in the respective classes of service so long as

- (a) Locomotive engineers in assigned passenger service are earning the equivalent of - 4,000 miles per month.
- (b) Locomotive engineers in assigned freight, mixed, pusher, helper, work or construction service are averaging the equivalent of - 3,200 miles per month, and (subject to sub-paragraph 65.18(d)) locomotive engineers in pool or chain gang service are averaging the equivalent of - 3,300 miles per month.
- (c) Subject to sub-paragraph 65.18(d), locomotive engineers assigned to spare boards are averaging the equivalent of 3,300 miles per month.
- (d) Provided it does not result in a locomotive engineer being demoted to a fireman/helper's position, a reduction in the numbers of locomotive engineers assigned to pool, chain gang or spare boards may be made when the average miles or equivalent in these classes of service fall below 3,700 miles per month.

**65.19** In adjusting the number of locomotive engineers to be assigned to pool service and to spare boards, locomotive engineers will be governed by the average mileage made by locomotive engineers in the previous period.

**65.20** In deciding the number of locomotive engineers to be assigned in pool service the total mileage made in pool service will be used, i.e., mileage made by locomotive engineers assigned to pool service plus mileage made in pool service by spare and emergency locomotive engineers; consequently when spare or emergency locomotive engineers make mileage in pool service it will be necessary to so designate such mileage on the record of mileage made.

**65.21** In calculating mileage for the purpose of regulating the working list, a shift in yard service or a basic day in road switcher service will count as 125 miles.

**NOTE:** In calculating mileage for the individual locomotive engineer, a shift in yard service or a basic day in road switcher service will count as 100 miles.

**65.22** In regulating the working lists in the respective classes of service, each list will be handled separately. In the regulation of mileage, neither the minimum nor the maximum is guaranteed.

**65.23** An automatic spare board will be worked out of stations, i.e., when a locomotive engineer exercises his or her seniority on a spare board the junior locomotive engineer will be cut off and likewise when a locomotive

engineer is promoted from the spare board another locomotive engineer will be added.

**65.24** Locomotive engineers reduced due to the application of this article will be returned to service in order of their seniority as such as soon as it can be shown that

- (a) Locomotive engineers in assigned passenger service can earn the equivalent of - 4,800 miles per month.
- (b) Locomotive engineers in assigned freight, mixed, pool or chain gang, pusher, helper, work or construction service are averaging the equivalent of - 3,800 miles per month.
- (c) Locomotive engineers assigned to spare board are averaging the equivalent of - 3,800 miles per month.  
(Refer to Addendum No. 47)

#### ARTICLE 66 **Held for Special Service**

**66.1** Regularly assigned locomotive engineers used on other than their regular assignment will be paid at schedule rates and under conditions applicable to the service performed, but if as a result of performing such service they are prevented from following their regular assignment, they shall be paid for such service not less than they would have received had they remained on their regular assignment.

#### ARTICLE 67 **Locomotive Engineers Not Considered Absent**

**67.1** 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 68 **Leave of Absence**

##### **For Elective Union Positions**

**68.1** Employees elected to Grand Division Office or as General or Local Chairman, or as a delegate to any Union 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 Union to the Vice-President of the Region on which the applicant is employed. Pass transportation will be granted in accordance with Company policy.

##### **For Appointive Union Positions**

**68.2** A leave of absence for appointed Council positions, such as Research Director or Special Representative, may, at management's discretion, be granted for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted.

##### **For Other Reasons**

**68.3** 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 Company policy.

**68.4** 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 Company in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.

**68.5** Extension of leave of absence may be granted when supported by application in writing to the appropriate officer of the Company. 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 or her seniority.

**ARTICLE 69**  
**Payment for Examinations**

**Medical Examinations**

**69.1** Locomotive engineers required to take a periodic medical examination during off duty hours shall be allowed payment of six (6) hours on the basis of 1/8 the daily rate applicable to the service last performed.

**69.2** 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 and loses time as a result, such employee will, upon authorization from the proper authority, be paid therefor pursuant to the provisions of Article 70.

Employees will be required to advise their respective Crew Management Center sixty (60) days in advance of the date of their scheduled periodic medical. An employee will not be required to change their periodic medical and if it results in the employee having to lose time in order to undergo the examination, such employee will be paid pursuant to Article 69 of Agreement 1.1. If an employee voluntarily exercises his seniority within the sixty (60) days, and misses work due to the medical appointment, payment will be made pursuant to Article 69 of Agreement 1.1.

**69.3** Locomotive engineers required by the Company to undergo medical examination at other than the prescribed intervals and who lose time as a result will, upon authorization from the proper authority, be paid therefor pursuant to the provisions of Article 70.

**69.4** Locomotive engineers 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.

**69.5** Locomotive engineers 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 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 such employees did not forego the opportunity to attend such medical locally.

**Rules Examinations**

**69.6** An employee required to take a periodic examination in the Uniform Code of Operating Rules during off-duty hours shall be allowed payment on the following basis

- (a)** An employee required to take a periodic "A" rules examination shall be allowed 4 hours' pay at the basic rate applicable to the service last performed.
- (b)** Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination which he or she fails to pass to the satisfaction of the Rule Examiner.

**Effective July 1, 1990**, an employee required to take a periodic examination in the subjects mandated by the Railway Employee Qualifications Standards Regulations, including the Canadian Railway Operating Rules or its successor, during off-duty hours shall be allowed payment on the following basis

- (a)** An employee required to take such examinations shall be allowed 8 hours' pay at the basic rate applicable to the service last performed.
- (b)** 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.

(Refer to Addendum 66 and Addendum 94)

**ARTICLE 70**  
**Held for Investigation,**  
**Attending Court, Attending Company Meetings, Held for Company Business**

When held under these of Article 70, locomotive engineers may, as locally arranged, hold their turn on the working board and be afforded the opportunity to book up to eight (8) hours rest upon completion.

**Held for Investigation**

**70.1** Locomotive engineers who, during their off duty time, are required to attend Company investigations or who are held off work by the Company for such investigations, and locomotive engineers who are held off work on Company business on order of the proper officer, will be paid as provided by paragraphs 70.2 or 70.3.

**NOTE:** Interim Agreement pending closed period commitment, an employee will be entitled for payment for all time lost with a minimum of a basic day, for an employee to attend an investigation regardless of responsibility.

**70.2** Locomotive engineers in assigned service will be paid 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 passenger service.-

**70.3** Locomotive engineers in unassigned service or 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 passenger service, and if they lose their turn pay will be allowed for a full day of 8 hours.

**Attending Court**

**70.4** Locomotive engineers attending court or coroner's inquest on legal cases in which the Company is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation.

**70.5** Locomotive engineers in assigned service will be paid 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 passenger 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.

**70.6** Locomotive engineers in unassigned service or 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 passenger 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. Locomotive engineers who lose their turn will take their standing on the board as from the time they are released.

**General**

**70.7** In the application of paragraphs 70.3 and 70.6, unassigned locomotive engineers who lose their turn will take their standing on the board as from the time they are released.

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

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

**70.9** In the application of this article no allowance will be made for deadheading under Article 63.

**Company Initiated Meetings**

**70.10** When a Local Union Officer is requested by a Company Officer to attend a meeting on a matter initiated by the Company, such an employee will be compensated as follows on account of such attendance:

(a) where necessary to lose time, or a trip, reimbursement for actual time lost;



(b) where available between trips or on a designated rest day:

(1) 50 miles or four hours; or

(2) for time in excess of four hours, pro rata payment on a minute basis.

**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 Union representative to travel from another terminal or if such employee's assignment is located at other than the location of the meeting attended, he or she 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 CN Form 3140B and receipts for each expense claimed must accompany such submission.

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

#### **Held for Company Business**

**70.12** When held under these provisions, locomotive engineers may, as locally arranged, hold their turn on the working board and be afforded the opportunity to book up to eight (8) hours rest upon completion.

### **ARTICLE 71 Investigation - Discipline**

**71.1** When an investigation is to be held the locomotive engineer whose presence is desired will be properly advised in writing at least 48 hours prior to the investigation as to the time, place and subject matter, which will be confined to the particular matter under investigation. Such notification will be presented at the home terminal and shall not be presented in conjunction with the commencement of a tour of duty. Investigations will only be scheduled to start between 0800 and 1700 hours, at the employee's home terminal, or otherwise if mutually agreed upon between the Local Chairman and the Company.

At the outset of the investigation the locomotive engineer will be provided with all evidence the Company will be relying upon, which may result in the issuing of discipline. The Company will provide sufficient time for the locomotive engineer and his representative to review all the evidence provided prior to the commencement of the investigation.

**71.2** A locomotive engineer will not be disciplined or dismissed without having had a fair and impartial hearing and his or her responsibility established. At an investigation, the investigating company officer, the locomotive engineer and/or his representative shall have right to voice record, at their own expense, the investigation proceedings on a recording device. This provision will not be used to delay or postpone the investigation proceedings.

**71.3** 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.

**71.4** 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 original statement, unless as otherwise mutually agreed. If a decision is not rendered within the 28 days the employee will be considered to be exonerated.

**71.5** At the hearing the locomotive engineer, if he or she so desires, may, have an accredited representative of the Teamsters Canada Rail Conference 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 or her statement.

**71.6** A locomotive engineer and his or her 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.

**71.7** A locomotive engineer will not be held off unnecessarily in connection with an investigation, lay-over time to be used as far as practicable.

**71.8** Locomotive engineers instructed to report for investigation will be compensated for such service in accordance with the provisions of Article 70 with a minimum of a basic day

**71.9** A locomotive engineer who is instructed to report for investigation at a location other than his or her home terminal whether or not responsibility in the matter under investigation is subsequently attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at a rate per hour of 1/8th of the daily guarantee for passenger service.

**71.10** An appeal 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 or in road switcher 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 but excluding assigned road switcher service, 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:** 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 or she is in receipt of weekly indemnity benefits or authorized leave of absence, together with his or her 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.

**71.11** 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.

**71.12** Locomotive engineers will not be discharged or suspended beyond 30 days for attendance issues or accumulation of demerits culminating from a minor offence until the conclusion of the arbitration process contained herein. In such circumstances, the General Chairman must, within 30 days of notice in writing by the Company of such intended discipline, notify the Company in writing that the Union intends to progress the matter to arbitration. If the General Chairman does not notify the Company that the General Chairman intends to progress the matter to arbitration within 30 days, then the discharge will be effective and implemented. In such circumstances, the Union is not prevented from progressing the grievance under the normal grievance procedure. For clarity on this article, see Addendum 108

(Refer to Addenda Nos. 48, 49 and 50)

## **ARTICLE 72 Time Returns**

**72.1** When the Company so requires, the in-charge locomotive engineer will complete and submit a time return for himself or herself and the second locomotive engineer, as the case may be, upon the completion of each shift, tour of duty or round trip.

**72.2** When the Company so requires, each locomotive engineer will complete and submit time returns;

- (a) for general holiday pay claims
  - (1) if in assigned service concurrently with the time returns submitted for the last shift, tour of duty or round trip completed prior to or on the General Holiday, as the case may be; or
  - (2) if in unassigned service or on a spare board concurrently with the time return submitted for the first shift, tour of duty or round trip completed after the General Holiday.

- (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.

**72.3** Where questions arise regarding time or mileage 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 reasons therefor;

otherwise such claims will be paid except that for guarantee claims, the time limits as provided herein will be 60 calendar days.

**72.4**

- (a) An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.
- (b) An employee who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage provided that
  - (1) the amount short paid is equivalent to more than a basic day; and
  - (2) the time return involved was submitted promptly in accordance with the provisions of this article.
- (c) Such voucher will be issued within three working days (i.e. excluding week-ends and general holidays) of the employee's request.
- (d) Vouchers will not be issued in respect of
  - (1) maintenance of earnings claims; and
  - (2) claims arising out of an alleged violation of the collective agreement involving disputed wages.

## ARTICLE 73

### Grievance Procedure and Final Settlement of Disputes

#### Grievance Procedure

**73.1** A grievance concerning the interpretation or alleged violation of this agreement shall be processed in the following manner

An appeal against discharge, suspension, demerit marks in excess of 30 and 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 District Superintendent (Transportation)**

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 District Superintendent (Transportation).

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 Union'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 Company's reason(s) in relation to the written statement of grievance submitted.

**(c) Step 3 - Appeal to Vice-President**

Within 60 calendar days of the date of the decision under Step 2, the General Chairman may appeal the decision in writing to the regional Vice-President.

The appeal shall be accompanied by the Union's contention, and all relevant information concerning the grievance and shall

- (1)** be examined in a meeting between the Vice-President or delegate and the General Chairman or delegate (who shall be an executive officer of the Union) within 60 calendar days of the date of the appeal. The Vice-President shall render a decision in writing within 30 calendar days of the date on which the meeting took place; or
- (2)** should the General Chairman or the Vice-President consider that a meeting on a particular grievance is not required he will so advise the other accordingly. In the event a meeting is not agreed to the Vice-President shall render his decision in writing within 60 days of the date of this appeal.

**Appeal to Arbitration**

**73.2** A grievance concerning the interpretation or alleged violation of this agreement, or an appeal against discipline imposed, which is not settled under sub-paragraph 73.1 (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.

**73.3** 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 sub-paragraph 73.1 (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 No. 51)

**General**

**73.4** Any grievance not progressed by the Union 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 Union in that case or in respect of other similar claims.

**73.5**

- (a)** Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may, except as provided in sub-paragraph 73.5 (b), be progressed to the next step in the grievance procedure.
- (b)** In the application of paragraph 73.1 of this article 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 Company 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 Company in that case or in respect of other similar claims.

**73.6** 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.

**73.7** Time limits specified in this article may be extended by mutual agreement.

**73.8** Where provision is made in this article for the appeal of a grievance to a designated Company officer, the Company may substitute another Regional or Area officer for the officer designated by advising the General Chairman concerned in writing.

**NOTE:** The Company must respond to the Union's grievance particulars at each Step of the Grievance Procedure

(Refer to Addenda Nos. 52 and 96)

### **Local Arrangements**

**73.9** Local arrangements / agreements which conflict with the generally accepted interpretation of the provisions of the collective agreement can be entered into with approval of the General Chairman affected and the property officer of the Company.

## **ARTICLE 74**

### **Broken Time**

**74.1** When locomotive engineers on regular runs change off during a day's work, the names of both employees shall appear on the time return submitted, and the earnings will be computed on the same basis as though one locomotive engineer had performed the day's work; the earnings for the day will be apportioned between the two employees on the basis of service rendered, as may be agreed upon, otherwise the apportionment will be made on the basis of time actually on duty.

**74.2** Locomotive engineers prevented from completing a trip or day's work due to illness, will be paid for actual time on duty or mileage made, whichever is greater, up to the time relieved from duty.

**74.3** Locomotive engineers prevented from completing a trip or day's work due to injury sustained on duty will be paid for actual time on duty or mileage made up to the time relieved from duty, whichever is the greater, but not less than a minimum day. Locomotive engineers called to relieve other locomotive engineers for completion of a day or trip due to illness or injury on duty will be paid not less than a minimum day.

## **ARTICLE 75**

### **Disciplinary or Physical Demotion**

**75.1** When a locomotive engineer is demoted to a firing position the Railway will specify the class of service and the number of miles or the length of time such employee will be required to fire. The representative of the Union of Locomotive Engineers will cooperate in placing the employee on a suitable assignment in accordance with the restrictions imposed.

**75.2** When it becomes necessary to restrict a locomotive engineer to a firing position on account of a physical disability, the representative of the Teamsters Canada Rail Conference will cooperate with all concerned in an endeavor to place the employee so restricted on a suitable assignment.

**75.3** When a locomotive engineer is demoted to a position other than as locomotive engineer on account of discipline, the Company will specify the type of service and the length of time such employee will be demoted. The representative of the Teamsters Canada Rail Conference will cooperate in placing the employee in a suitable assignment in accordance with the restrictions imposed.

**75.4** When it becomes necessary to restrict a locomotive engineer with seniority in a group other than fireman/helper to a position other than as locomotive engineer on account of a physical disability, the representative of the Teamsters Canada Rail Conference will cooperate with all concerned in an endeavor to place the employee so restricted in suitable employment.

**75.5** 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 representative of the Company and 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 the Canadian Transportation Commission such employee will be reinstated and paid a minimum day's pay at the minimum rate of the service last performed for each working day lost.

## ARTICLE 76 General Holidays

### General

**76.1** An employee who qualifies in accordance with the provisions of paragraphs 76.5 or 76.8 hereof shall be granted a holiday with pay on each of the following general holidays:

	Quebec	Others
New Year's Day	X	X
January 2nd	X	X
Good Friday	X	X
Victoria Day	X	X
National Day	X	
Canada Day	X	X
First Monday in August	X	X
Labour Day	X	X
Thanksgiving Day	X	X
Remembrance Day		X
Christmas Day	X	X
Boxing Day	X	X

**NOTE:** If the Federal Government designates "Heritage Day" or other such day as a general holiday, the day so designated by the Government shall be substituted for January 2nd, except that in Quebec, the First Monday in August shall be so substituted.

**76.2** 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.

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

**76.4** The application of this article 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

**76.5** 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.

#### An employee qualified under this paragraph shall,

- (a) be paid, in addition to the amount provided in paragraph 76.6, 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).

**NOTE:** In the application of this paragraph 76.5 yard service employees shall be paid in accordance with sub-paragraph (a), and sub-paragraph (b) will not apply to such employees.

or

- (b) be paid for work performed on a general holiday in accordance with the provisions of the collective agreement, and in addition shall be given a holiday with pay at the amount provided in sub-paragraph 76.6 on the first calendar day on which the employee is not entitled to wages following that general holiday;

**76.6** Holiday pay for an employee qualified under paragraph 76.5, shall be an amount equal to earnings, exclusive of overtime, for the first shift or tour of duty worked on the general holiday provided that such amount shall not be less than the equivalent of a minimum day in the class of service performed on that shift or tour of duty.

**76.7** An employee who does not qualify for general holiday pay and who is required by the Company 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**

**76.8** 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 10 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 10 shifts or tours of duty referred to in this sub-paragraph (a).

**Note 2:** Vacation day on pay shall be considered as a qualifying day under this paragraph.

**Note 3:** In the application of sub-paragraph (a), 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) In the application of sub-paragraph (a) of this paragraph, 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 10 tours of duty on that assignment in the 30 calendar days

**76.9** Holiday pay for an employee qualified under paragraph 76.8 shall be an amount equal to an employee's earnings, exclusive of overtime, for the last shift or tour of duty worked by him prior to a general holiday provided that such amount shall not be less than the equivalent of a minimum day in the class of service performed on that shift or tour of duty. Employees on Company business will have their General Holiday pay based on their last working tour of duty.

**76.10** A qualified employee whose vacation period coincides with any of the general holidays specified in paragraph 76.1, shall be paid the amount specified in paragraph 76.9.

#### **Availability Defined**

**76.11** Availability for duty as required by paragraph 76.8 is defined as follows:

- (a) Assigned employees shall be available for their assignment if one of their work days 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.

**Note 2:** Assigned employees who are notified by bulletin that their assignment is to be cancelled on a general holiday, but who are later required on the holiday, will be notified prior to the completion of their last shift or tour of duty immediately preceding the holiday that their services will be required on the holiday. If not so advised, and their assignment operates on the holiday, they will not be disqualified from general holiday pay as a result thereof, and their assignment will be filled from the spare board. No grievances or time claims will be entertained as a result of such use of spare board employees.

- (b) Unassigned employees shall be available for duty on such general holiday.

- (c) In the application of sub-paragraph 76.11(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 paragraph 76.8.
- (e) Provided a locomotive engineer was available throughout the entire 30-day period immediately preceding the general holiday, such locomotive engineer will not be disqualified from general holiday pay solely on the basis of not accumulating the required 10 tours of duty in the preceding 30 calendar days.
- (f) an accredited union representative who is attending the investigation of an employee under Article 71 on any of the holidays specified in Article 76.1 will be shown as available for the general holiday. If the Company subsequently cancels the investigation, the accredited union representative will still be shown as available for the general holiday, so long as he is available to go to work.

**NOTE:** This sub-paragraph (d) 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.

#### **Extended Runs**

**76.12** Employees assigned to extended runs will be entitled to book twenty-four (24) hours rest consecutive with their last tour of duty without affecting their entitlement to general holiday pay.

### **ARTICLE 77 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**

**77.1** An employee who at the beginning of the calendar year is not qualified for vacation under paragraph 77.2 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 paragraph 77.2.

**77.2** Subject to the provisions of paragraph 77.3 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 paragraph 77.4 hereof.

**77.3** An employee covered by paragraph 77.2 hereof will be entitled to vacation on the basis outlined therein if on his or her fourth or subsequent service anniversary date he or she has rendered compensated service in 40 calendar months; otherwise vacation entitlement will be calculated as set out in paragraph 77.1 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 Company is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

**77.4** Subject to the provisions of paragraph 77.5 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 paragraph 77.6 hereof.

**77.5** An employee covered by paragraph 77.4 hereof will be entitled to vacation on the basis outlined therein if on his or her tenth or subsequent service anniversary date he or she has rendered compensated service in 100 calendar months; otherwise vacation entitlement will be calculated as set out in paragraph 77.2 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 Company is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

**77.6** Subject to the provisions of paragraph 77.7 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 paragraph 77.8 hereof.

**77.7** An employee covered by paragraph 77.6 hereof will be entitled to vacation on the basis outlined therein if on his or her twentieth or subsequent service anniversary date he or she has rendered compensated service in 200 calendar months; otherwise vacation entitlement will be calculated as set out in paragraph 77.5 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 Company is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

**77.8** Subject to the provisions of paragraphs 77.9 and 77.14 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and who has rendered compensated service in 280 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.

**77.9** An employee covered by paragraph 77.8 hereof will be entitled to vacation on the basis outlined therein if on his or her twenty-ninth or subsequent service anniversary date he or she has rendered compensated service in 300 calendar months; otherwise vacation entitlement will be calculated as set out in paragraph 77.6 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 Company is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

**77.10** a) In computing service under paragraphs 77.1 to 77.9 inclusive, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

b) When employees bid for Annual Vacation they shall choose between the vacation allotment reflective of their time worked/compensated in the previous calendar year or their vacation entitlement, without reduction.

**77.11** Time off due to layoff, bona fide injury or illness, maternity or paternity leave, or attendance to organization business (except on full-time basis) shall be credited with such time as days worked and/or available for service during the preceding year when calculating vacation allotment under paragraphs 77.1 to 77.9 inclusive.

#### **Annual Vacation Periods**

**77.12** 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.

#### **77.13**

**(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 Company.

- (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 paragraph and subsequently moves permanently to a new home terminal will be permitted to retain vacation dates awarded for that year.
- (c) A local chairman's vacation will be scheduled outside of the normal scheduling that applies to other employees at the terminal, provided they have properly applied in accordance with terms of this article.  
(Refer to Addenda Nos. 54A to 54C)

**77.14** In the application of paragraph 77.8, the Company 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.  
(Refer to Addendum No. 55)

**77.15** 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.

**77.16** An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company 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 paragraphs 77.17 and 77.18, he or she 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 paragraph 77.16 does not apply where rescheduling is a result of an employee exercising seniority to a position covered by another vacation schedule.

**77.17** 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 Company 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 Company and the Local Chairman of the Brotherhood.

**77.18** 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.

**77.19** 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**

**77.20** Subject to the provisions of paragraphs 77.3, 77.5, 77.7 and 77.9 hereof, an employee who is retired, leaves the service of his or her 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 paragraphs 77.1 to 77.9 inclusive, for any vacation due up to the time of termination of service.

**77.21** An employee who at the time of termination of service has not qualified for vacation as provided for in paragraph 77.1 hereof shall be paid 4% of gross earnings for the calendar year in which service is terminated.

**77.22** In the event of death of an employee, vacation pay to which he or she is entitled up to the time of death will be paid to the estate of the deceased.

**77.23** An employee who leaves the service of his or her own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per paragraphs 77.1 to 77.9 inclusive.

**Note:** Employees will be provided upon 72 hours notice by the employee to the Crew Management Centre, the ability to move vacation date(s) by 3 days either way of the date scheduled to begin.

## ARTICLE 78 Adverse Effects of Changes in Working Conditions

### Notice and Negotiations

**78.1** Prior to the introduction of run-throughs, changes or closures of home stations (including those brought about by the sale of a line), or the introduction of new technology initiated solely by the Company and having a significantly adverse effect on employees, the Company will:

- (a) Give at least 180 days' advance notice to the Union 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 Union measures to minimize any significantly adverse effects of the proposed change on employees but such measures shall not include changes in rates of pay.
- (c) While not necessarily limited thereto, in the case of run-throughs and other changes described in this paragraph 78.1, the matters considered negotiable will include the following:
  - (1) Appropriate timing
  - (2) Appropriate phasing
  - (3) Hours on duty
  - (4) Equalization of miles
  - (5) Work distribution
  - (6) Appropriate accommodation
  - (7) Bulletining
  - (8) Seniority arrangements
  - (9) Learning the road
  - (10) Use of attrition
  - (11) Deferred separation

**NOTE:** For the purposes of this Article 78, home station is defined as the terminal where the spare board is maintained and/or from which relief is supplied.

**78.2** In all other cases of material changes in working conditions which are to be initiated solely by the Company and which would have significantly adverse effects on employees, the Company will:

- (a) Give at least 120 days' advance notice to the Union 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 Union measures to minimize any significantly adverse effects of the proposed change on employees but such measures shall not include changes in rates of pay or the level or applicability of the benefits set out in paragraphs 78.8 to 78.13, inclusive of this article.
- (c) While not necessarily limited thereto, in the case of such other changes covered by this paragraph 78.2, the matters considered negotiable will include the following:
  - (1) Appropriate timing
  - (2) Appropriate phasing
  - (3) Hours on duty
  - (4) Equalization of miles
  - (5) Work distribution
  - (6) Appropriate accommodation
  - (7) Bulletining
  - (8) Seniority arrangements
  - (9) Learning the road
  - (10) Deferred separation

**78.3**

- (a) The negotiations referred to in paragraph 78.1 or 78.2 shall commence within 20 days of the date of the notice specified in the applicable paragraph.
- (b) 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****78.4**

- (a) The Board of Review established pursuant to paragraph 78.3 (b) 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 paragraphs 78.3 and 78.4 may be extended by mutual agreement.
- (g) The decision of the arbitrator shall be confined to the issue or issues placed before him or her and shall also be limited to measures for minimizing the significantly adverse effects of the proposed change upon employees who are affected thereby.
- (h) The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

**Implementation of Change****78.5**

- (a) The changes referred to in paragraph 78.1 may not be made until the procedures for negotiations and arbitration, if necessary, have been completed.
- (b) The changes referred to in paragraph 78.2 will be implemented on the date specified but, in no case, less than 120 days from receipt of notice by the Union notwithstanding that the procedures for negotiations and arbitration, if necessary, have not been completed.

**When Material Change Does Not Apply**

**78.6** The changes proposed by the Company which can be subject to negotiation and arbitration under this Article 78 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 employees are engaged.

## **Disputes Re Application of This Article**

**78.7** The applicability of this Article 78 to run-throughs and changes in home stations is acknowledged. A grievance concerning the applicability of this Article 78 to other material changes in working conditions shall be progressed immediately to Step 3 of the grievance procedure, within 60 days from the date of the cause of the grievance.

## **Relocation Expenses**

**78.8** The benefits set forth in this paragraph 78.8 shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

- (a) The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.
- (b) An employee:
  - (1) must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purposes of this article, 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 sub-paragraphs (d), (h), (i) and (j) of this paragraph 78.8;
  - (3) must establish that it is impractical for him or her to commute daily to the new location.
- (c) Payment of door-to-door moving expenses for the eligible employee'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 Company.
- (d) An allowance of up to \$750 for incidental expenses actually incurred as a result of relocation.
- (e) Reasonable transportation expenses from his or her former location to the new location, by rail, or if authorized, by bus or employee-owned automobile, and up to \$190.00 for an employee without dependents, and an additional amount of \$80.00 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 sub-paragraph, a spouse will be considered as a dependent.
- (f) Upon authorization, an employee may drive his or her automobile to the new location at an allowance of 30 cents per kilometer.
- (g) In order to seek accommodation in the new location and/or to move to the new location, an employee will be allowed a continuous period of leave up to two weeks. Payment for such leave will be a basic day's pay for each such day, up to a maximum of 10 days, at the rate applicable to the service last performed.
- (h)
  - (1) Reimbursement for loss sustained on the sale of a relocating employee's private home which he or she occupied as a year-round residence, provided that the Company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with paragraph 78.9 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 paragraph 78.9.
  - (3) An eligible employee who desires to sell his or her house and receive any benefit to which he or she may be entitled under this sub-paragraph (h) must advise the Company officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this sub-paragraph (h) 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 sub-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 employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$6,000.00. Receipts shall be required.
- (j) If an employee who is eligible for moving expenses does not wish to move his or her household to the new location, such employee may opt for a monthly allowance of \$190.00 which will be payable, so long as he or she remains at the new location, for a maximum of 12 months from date of transfer to the new location. An employee claiming under this sub-paragraph (j) may elect within such 12-month period to move his or her household effects, in which case the amount paid out under this sub-paragraph (j) shall not be deducted from the relocation expenses allowable.
- (k) Alternatively to sub-paragraph (h) of this paragraph 78.8, the cost of terminating an unexpired lease and legal cost connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he or she occupied as a year-round residence, except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

#### **Appraisal Procedure - Sale of House**

**78.9** When an affected employee desires to sell his or her home under the provisions of sub-paragraph 78.8 (h), the following procedure will apply:

- (a) In advising the Company officer concerned of his or her desire to sell the house, the employee shall include pertinent particulars as outlined in sample form attached, including his or her 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 value will be unaffected thereby.
- (c) Within 15 calendar days from date of receipt of employee's advice of his or her desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-paragraph 78.8(h).
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 7 days from date of advice to employee concerned as referred to in sub-paragraph 78.9 (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 and such price shall be binding on both parties.
- (f) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in sub-paragraph 78.9(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 paragraph 78.9, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with sub-paragraphs 78.9(e), or 78.9(f), shall be paid by the Company.

**(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 .....

**Cases of Staff Reduction**

**78.10**

- (a)** Case(s) of staff reductions which lend themselves to offers of optional early retirement separation allowances to employees eligible, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance will provide for a monthly separation allowance until the age of 65 which, when added to the company pension, will give him an amount equal to a percentage of his earnings over his best five-year period, as defined under the pension rules, in accordance with the following formula:

<b>Years of Service at Time Employee Elects Retirement</b>	<b>Percentage Amount as Defined Above</b>
35 & 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)** In the application of paragraph 78.10 (a), an eligible employee, who is not a member of the 1959 Pension Plan will receive the lump sum payment calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payment due him in accordance with paragraph 78.10 (a) minus any pension payments which would have been due to him had he been a member of the 1959 Pension Plan.

- (c) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65.
- (d) An employee entitled to the separation allowance as hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) per cent per annum.
- (e) An employee who receives the monthly separation allowance under Article 78.10 (a) above shall be entitled to have his group life insurance coverage continued for the duration of his allowance and paid for by the company concerned.
- (f) An employee whose monthly separation allowance ceases at age 65 in accordance with Article 78.10 (a) above, shall be entitled to a life insurance policy, fully paid up by the Company, in an amount equal to that in effect in existing collective agreements.
- (g) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Article, shall be entitled to have their Extended Health Care and Dental Plan Benefits fully paid up by the Company until age 65.

### **Severance Payments**

#### **78.11**

- (a) An employee adversely affected pursuant to this article may, upon submission of a formal resignation from the Company's service, claim a severance payment as set forth below but such severance payment will not in any event exceed the value of one and one-half years' salary at the basic weekly rate of the position held at the time the employee elects to receive such severance payment under the provisions of sub-paragraphs (a) to (c) inclusive.
- (b) An employee, eligible for a severance payment under the provisions of sub-paragraph (a) to (c) inclusive, will be entitled to the following severance payments for each year of cumulative compensated service or major portion thereof calculated from the last date of entry into the Company's service as a new employee;
  - (1) one week of basic weekly pay for each year of cumulative compensated service for employees with less than 8 years' cumulative compensated service; or
  - (2) two weeks' basic weekly pay for each year of cumulative compensated service for employees with 8 or more years' cumulative compensated service.
- (c) Employees eligible for a severance payment who resign and who at a later date will become eligible for early retirement pension under the Company Pension Plan(s) Rules shall be entitled to receive the lesser of:
  - (1) their severance payment entitlement under this article; or
  - (2) a lump sum amount equal to the basic pay they would have earned had they worked until eligible for an early retirement pension. The basic pay is to be calculated at the employees' basic weekly pay in effect at the time of resignation.
- (d) In cases of permanent staff reductions, an employee who has two years or more of continuous employment relationship at the beginning of the calendar year in which the permanent reduction occurs may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above but such severance payment will not in any event exceed the value of one and one-half years' salary at the basic weekly pay of the position held at the time of the abolishment or displacement (calendar year may be deemed to run from January 1 to December 31).
- (e) An employee will have fourteen calendar days from the date of layoff to decide to claim a severance payment under this article.
- (f) Notwithstanding any other provision, if upon the effective date of resignation from the Company's service, an employee is eligible for an early retirement pension, he or she will not be eligible for a severance payment under this article.
- (g) An employee who elects to resign from the Company service and opt for severance payments under the provisions of this article, will not be entitled to any other benefits provided elsewhere in this article.



## **Optional Lump Sum Severance Payments**

### **78.12**

- (a) In cases where the Company is facing a continuing liability for surplus running trades employees, the Company shall offer an optional lump sum severance payment, at the Company's option, to such employees using the following formula:
- (1) 20 years or more cumulative compensated service: \$ 60,000;
  - (2) 12 to 19 years, inclusive, cumulative compensated service: \$ 55,000;
  - (3) 8 to 11 years, inclusive, cumulative compensated service: \$ 50,000.
- (b) An additional lump sum severance payment of \$ 15,000 will be made to employees who voluntarily elect to terminate their employment within 90 days of the offer being announced.
- (c) Employees with 20 years or more cumulative compensated service who are within 5 years of eligibility for early retirement at the time they accept this severance, will have their life insurance and extended health care benefits continued until they reach age 65.
- (d) Employees with 8 years to 19 years, inclusive, cumulative compensated service will have their life insurance and extended health care benefits continued for a period of six months from the date of their severance.
- (e) Employees may elect, at their option, to receive the severance payment in two installments over a 13 month period.

## **Maintenance of Earnings**

### **78.13**

- (a) In the application of this article, the term "basic weekly pay" is defined as follows:
1. For all employees, the "basic weekly pay" shall be one-fifty second (1/52) of the total earnings of such employee during the twenty-six full pay periods preceding his or her displacement or lay-off.

**NOTE 1:**When computing "basic weekly pay", any pay period during which an employee is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence or laid off together with the earnings of an employee in that pay period, shall be subtracted from the twenty-six (26) pay periods and total earnings. In such circumstances "basic weekly pay" shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

**NOTE 2:**The amount of basic weekly pay for an employee in road service will in no case exceed \$1,600.

- (b) The basic weekly pay of employees whose positions are abolished or who are displaced shall be maintained by payment to such employees of the difference between their actual earnings in a four-week period and four times their basic weekly pay. Such difference shall be known as an employee's incumbency. In the event an employee's actual earnings in a four-week period exceeds four times his or her basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining employees' earnings, shall be payable provided:
- (1) in the exercise of seniority, they first accept the position with the highest earnings at their home terminal to which their seniority and qualifications entitle them. Employees who fail to accept the position with the highest earnings for which they are senior and qualified, will be considered as occupying such position and their incumbency shall be reduced correspondingly. In the event of dispute as to the position with the highest earnings to which they must exercise seniority, the Company will so identify;
  - (2) they are available for service during the entire four-week period. If not available for service during the entire four-week period, their incumbency for that period will be reduced by the amount of the earnings they would otherwise have earned; and

- (3) all compensation paid an employee by the Company during each four-week period will be taken into account in computing the amount of an employee's incumbency.

**NOTE:** Employees will be allowed to book up to and including 12 hours rest (exclusive of calling time) without affecting their incumbency.

- (c) Employees entitled to maintenance of earnings, who voluntarily exercise their seniority beyond their home terminal on their seniority territory rather than occupy a position at their home terminal, shall be entitled to maintenance of earnings. Such employees will be treated in the following manner: If the position they occupy at their new station has lower earnings than a position they could have occupied at either their original station or their new station, they shall be considered as occupying the position with the highest earnings, in either case, and their incumbency will be reduced correspondingly.
- (d) In the calculation of an employee's incumbency, the basic weekly pay, exclusive of any shift differential included in respect of employees assigned to a regular position in yard service, shall be increased by the amounts of any general wage adjustments applicable during the three-year period immediately following his or her job abolishment or displacement and the amount of any shift differential previously paid and deducted will again be added. Following this three-year period, the basic weekly pay last established will continue to apply.
- (e) The payment of an incumbency, calculated as above, will continue to be made:
- (1) as long as the employee's earnings in a four-week period is less than four times his or her basic weekly pay;
- (2) until the employee fails to exercise 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 or she is holding and for which he or she is senior and qualified at the station where he or she is employed; or

**NOTE 1:** In the application of sub-paragraph (e)(2), an employee who fails to exercise seniority to a position with higher earnings, for which he or she is senior and qualified, will be considered as occupying such position and his or her incumbency shall be reduced correspondingly. In the case of a known temporary vacancy of ninety days or more, his or her incumbency will be reduced only for the duration of that temporary vacancy.

**NOTE 2:** The words "position with higher earnings" do not include a position on which the earnings are higher than the earnings of the position from which displaced.

- (3) until the employee's services are terminated by discharge, resignation, death or retirement.  
(Refer to Addendum No. 68 of Agreement 1.1)

## **Canada Labour Code**

### **78.14**

- (a) This Article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I of the Canada Labour Code do not apply.
- (b) The provisions of this Article are intended as well, to minimize the impact of termination of employment on the employees represented by the Union and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

ARTICLE 79  
**Benefit, Dental and Extended Health Care Plans, and Life Insurance**

**Benefit Plan for Train and Engine Service Employees**

**79.1** Benefits shall be available in accordance with the terms of the Agreement dated August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

**Dental Plan**

**79.2** Benefits shall be available in accordance with the terms of the Agreement dated August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

**Extended Health Care Plan**

**79.3** Benefits shall be available in accordance with the Extended Health Care Plan dated August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

**Life Insurance - In Service**

**79.4** Employees in service will be entitled to life insurance as provided in the Benefit Plan for Train and Engine Service Employees. The amount of life insurance as shown therein will be \$57,000 effective January 1, 2019 which amount is subject to the conditions contained therein and which amount may be changed, from time to time, as a result of negotiations.

**79.5** In addition to the aforementioned, employees may purchase additional life insurance through the company's unionized group plan to a maximum of \$150,000, subject to providing evidence of insurability as determined by the carrier.

**Life Insurance - Accidental**

**79.6**

- (a)** Should an eligible unionized employee decease as a result of accidental means while working on the job, a lump sum amount of \$100,000 will be given to the surviving spouse (or the estate of the employee if there is no spouse) to relieve some of the financial burdens that accompany such a tragedy. This program is also designed to provide some compensation to a worker who might be seriously injured on the job. This coverage would be provided in addition to the currently negotiated Accidental Death and Life Insurance benefits but would be subject to the exclusions (suicide, aircraft as crew member or pilot, war, armed forces, etc.) normally attached to such coverage.
- b)** An eligible unionized employee is defined as any full time employee of CN who has been assigned a personal identification number (PIN).

**Life Insurance Upon Retirement**

**79.7**

- a)** An employee who retires from the service of the Company subsequent to January 1, 2003, will, provided he or she is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled, upon retirement, to a \$7,000.00 life insurance policy, fully paid up by the Company.
- b)** Effective the first of the month following ratification, continuation of basic life insurance coverage will be possible for employees becoming disabled (off-duty) following their 60th birthday. In the past this provision was restricted to employees whose disability occurred prior to their 60th birthday.

ARTICLE 80  
**Bereavement Leave**

**80.1** An employee who has not less than 3 months of cumulative compensated service shall:

- (a) due to the death of the employee's grandparent, grandchild, step-parent, mother-in-law, father-in-law, brother, sister, step-brother or step-sister, be entitled to three consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such three calendar days.
- (b) due to the death of the employee's spouse, child, step-child, still-born child or parent be entitled to five consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such five calendar days.

**80.2** Employees who are on vacation and qualify for bereavement leave will have their vacation suspended for the required number of days and will commence vacation again once the bereavement period has expired. The employee will be compensated in accordance with their vacation rate.

**NOTE:** 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.

(Refer to Addendum No. 61)

ARTICLE 81  
**Jury Duty**

**81.1** An employee summoned for jury duty and who is required to lose time from his or her assignment as a result thereof shall be paid 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 Company 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 or she is called for jury duty.
- (e) Notwithstanding the provisions contained in the last sentence of sub-paragraph 81.1(d), an employee's annual vacation will, if he or she 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.

ARTICLE 82  
**Sleeping Quarters**

**General**

**82.1** The Company will supply comfortable and sanitary sleeping quarters where reasonably required.

**82.2** Where locomotive engineers are accommodated in quarters provided by the Company 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.

**82.3** Where locomotive engineers are accommodated in other quarters (such as hotels or motels) and eating facilities are not available at time called or released, the Company will arrange for provision of cooking facilities and utensils.

**82.4** Sleeping and eating facilities are to be for the use of locomotive engineers and other members of the train and engine crew and shall be kept in good condition.

**82.5** Locomotive engineers in freight service will be compensated for time spent travelling to and from accommodations, at the away-from-home terminal, provided that such accommodations are a distance of 15 miles or more from the location where the locomotive engineer comes on and goes off duty. Time spent travelling to and from accommodations will be paid for on the basis of 30 minutes for distances of less than 20 miles and 1 hour for distances of 20 miles or more at the rate of pay of service performed, such time not to be considered as time on duty. The provisions of this paragraph 82.5 do not apply in respect of locomotive engineers performing work train service.

#### **Locomotive Engineers Forced to Subsidiary Station**

**82.6** Locomotive engineers who, through the application of seniority rules, are forced account no applications received to fill a position on a regular assignment which is home terminalled at a location which is subsidiary or outpost to the home station will be permitted, if accommodation is required, to stay in Company rest house facilities at the location, if available, and if there are none, will be supplied accommodation, provided the location of the assignment is not located at the employee's normal place of residence and the distance from the city or town hall at the home station to the location of the assignment is 40 miles or more by the most direct highway route. Such employees will receive an allowance of \$16.00 per day where accommodations with cooking facilities are provided and \$26.00 per day where accommodations without cooking facilities are provided, for each day the employee is held at that location to protect the assignment.

(Refer to Addenda 101A to 101C and 44A to 44Q)

### **ARTICLE 83**

#### **Transportation of Household Effects**

**83.1** 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 Company's regulations.

### **ARTICLE 84**

#### **Locomotives, Generator Units and Motor Coaches**

##### **Called to Attend Locomotives or Generator Units**

**84.1** Locomotive engineers called out to attend locomotives or steam generator units or electric generator units after termination of trip or day's work, will be allowed pay at pro rata minimum freight rate per hour for all time occupied, with a minimum of 4 hours for each call. Time paid for under this paragraph shall not be used to make up the basic day.

##### **Housing and Taking Locomotive Out**

**84.2** 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 a rate per hour of 1/8th or 1/5th, as the case may be, 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**

**84.3** 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**

**84.4** 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.

### **Herd Diesel Units Between Yards of a Terminal**

#### **84.5**

- (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 19 under the same terms and conditions as outlined therein.
- (b)** This paragraph 84.5 will not apply to locomotive engineers called exclusively for the purpose of herding locomotives within the terminal.

### **Supplies for Locomotives**

**84.6** 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.

### **Bulletining Weights of Locomotives**

**84.7** Actual-weight-on drivers of locomotives will be posted at terminals.

### **New Type of Motive Power**

**84.8** 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 Teamsters Canada Rail Conference and the proper Officer of the Company.

### **Installation of Electric or Other Power**

**84.9** 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**

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

### **Operation of Motor Coaches**

**84.11** In the operation of motor coaches, not less than two employees (motorman and conductor) shall be used. Motormen (locomotive engineers) shall not be required to perform work other than that of a mechanical nature in connection with service to that assigned. Variations to the above may be made, subject to paragraph 84.9, on branch runs under 50 miles in one direction, where no other trains are being run at the time.

## **ARTICLE 85**

### **Operation of Assignments in Road and Yard Service in Case of Work Stoppage**

**85.1** The parties to this 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.

**85.2** To avoid such disruptions the local supervisory officer of the Company and the Local Chairman of the Union will, as soon as possible, enter into such local arrangements in writing as may be required.

**85.3** If no local arrangements are entered into pursuant to paragraph 85.2 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 agreement such guarantee provisions will apply. If the assignment is not covered by a guarantee under the provisions of this 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 or chain gang 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 the Company 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 agreement will apply.

**85.4** The provisions of this article shall prevail notwithstanding provisions in this agreement which may be in conflict with, or restrict the full application of this article.

#### **ARTICLE 86 Service Letters**

**86.1** A locomotive engineer who is dismissed or resigns shall be given a certificate of service upon request and shall be paid within 30 days.

**86.2** A locomotive engineer who resigns from service will be allowed 72 hours, from the time such resignation is submitted, in which to rescind his or her decision. At or subsequent to the expiry of this 72-hour period, the employee's decision will be considered final and irrevocable and will not be subject to appeal.

#### **ARTICLE 87 Service in United States**

**87.1** 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.

**87.2** If employees in train service are tied up in a less number of hours than provided in the preceding paragraph 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.

**87.3** 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.

**87.4** 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.

**87.5** Employees in train service tied up under the law will be paid continuous time or mileage of their schedule from the initial point to tie-up point. When they resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this article does not permit the locomotive engineer to run through terminals unless such practice is permitted under the schedule.

**87.6** 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 paragraph 87.5 the same as if they had run the train to such terminal.

**87.7** 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.

**87.8** 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.

**87.9** 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 paragraphs 87.1 to 87.9 inclusive the applicable Federal or State law will govern where the provisions of such paragraphs are in conflict with such law.

#### **ARTICLE 88 Definition of Cumulative Compensated Service**

**88.1** For the purpose of applying the starting rate provisions of Articles 1 and 30, 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.

**88.2** 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 or she is entitled to compensation under this or any other Agreement, or on any calendar day or major portion thereof during which he or she holds himself or herself available for work.

**NOTE:** In the application of paragraph 88.2, rest booked pursuant to the provisions of this Agreement shall not be construed as unavailability for work.

**88.3**

- (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 1 and 30, 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 89 Printing of Collective Agreement**

**89.1** Upon concluding a Memorandum of Agreement with respect to the current round of negotiations, the Company and the Union, unless otherwise mutually agreed, must meet within 30 days after ratification to approve the rewrite and translation of the Collective Agreement(s). The Company, within 60 days thereafter, will provide sufficient copies of each revised Collective Agreement to the respective Local Chairmen for distribution.

#### **ARTICLE 90 Use of Masculine Gender**

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



## **ARTICLE 91**

### **Employment Equity**

**91.1** As a matter of principle and in compliance with the Employment Equity Act, the Company and the Union are fully committed, consistent with the application of the legislation, to achieving equality in the workplace so that no person shall be denied employment opportunities or benefits based on any of the prohibited grounds of discrimination. Employment Equity means treating people the same way despite their differences, and respecting their differences to allow them to participate equally.

## **ARTICLE 92**

### **Personal Leave Days**

**92.1** Locomotive engineers will, at their discretion, be entitled to take up to and including a maximum of 12 cumulative unpaid personal leave days per calendar year as provided herein. Personal leave days will be recognized, under this agreement, as active cumulative compensated service. However, personal leave days, when taken will not be used in the calculation of Guarantees and/or Maintenance of Earnings. Locomotive engineers may, at their discretion, activate their entitlement to leave days, jointly or severally up to the cumulative maximum.

**92.2** Notice in respect of this leave will be given as follows:

- I. One day (24 hours) – upon four hours notification prior to the commencement of such leave time;
- II. Two or three consecutive calendar days – upon three calendar days notification prior to the commencement of the leave days;
- III. Four consecutive calendar days but less than seven consecutive calendar days – upon seven calendar days notification prior to the commencement of leave days;
- IV. Seven consecutive calendar days or more – upon twenty-one days notification prior to the commencement of leave days.
- V. Personal Leave Days cannot be booked more than **90** days in advance.
- VI. An employee who provides at least 48 hours advance notice will be permitted to cancel a previously scheduled personal leave day(s) and the allocations, both on a personal and on a terminal basis, will be adjusted accordingly.

**NOTE 1:** In the application of this provision locomotive engineer(s) shall not be entitled to activate personal leave days between and including December 20<sup>th</sup> and December 31<sup>st</sup>.

**NOTE 2:** Personal Leave Days (allotments) shall be established at each terminal utilizing the following exemplified criteria:

Terminal X –  $100 \text{ (locomotive engineers)} \times 12 \text{ (PLD)} / 353 \text{ (days)} = 3.4 \text{ daily allotments.}$

In such calculations, numbers shall be rounded upward.

## **ARTICLE 93**

### **Labour Management Committee**

**93.1** Committee(s) consisting of the TCRC General Chairmen (or his or her delegate), a TCRC Member appointed by the General Chairmen and the Company's General Manager Operations and Director Labour Relations or their respective designates, two from each party, will be established. This committee will be known as the Labour / Management Committee, and may (at each party's option) meet monthly, unless otherwise agreed, to review the application of the respective Collective Agreement.

## **ARTICLE 94**

### **Workplace Environment**

**94.1** Management agrees it must exercise its rights reasonably. Management maintains it ensures a harassment free workplace environment. An employee alleging harassment and intimidation by management may submit a grievance to the General Chairman to be progressed by the General Chairman at his or her discretion. An employee subject to this agreement may, without prejudice, elect to submit a complaint under CN's Harassment Free Environment Policy.



**SECTION 4**  
**DURATION OF AGREEMENT**



## DURATION OF AGREEMENT

Subject to the provisions of the Memorandum of Settlement dated March 21, 2018 this collective agreement is in full settlement of all issues raised by either party on or subsequent to September 1, 2017, excepting only those issues identified in the Memorandum of Settlement which shall, without stoppage of work during the continuance hereof, be dealt with in the manner specified therein.

This collective agreement supercedes all previous agreements, rulings or interpretations which are in conflict therewith and shall remain in full force and effect until December 31, 2022, and thereafter, subject to 120 days notice in writing by either party to this agreement of its desire to revise, amend or terminate it. Such notice may be served any time subsequent to September 1, 2021.

Memorandum of Settlement signed at Montreal, Quebec this 21<sup>st</sup> day of March 2018. .

FOR THE CANADIAN NATIONAL  
RAILWAY COMPANY:

**(Sgd) Kim Madigan**  
Vice-President, Human Resources

**(Sgd) Joe Torchia**  
Director Labour Relations

**(Sgd) Doug Van Cauwenbergh**  
Director Labour Relations

**(Sgd) Carole Michelucci**  
Director Labour Relations

**(Sgd) Laura Williams**  
Manager Labour Relations

**(Sgd) Manny Galan**  
Manager Labour Relations

FOR THE TEAMSTERS CANADA  
RAIL CONFERENCE

**(Sgd) Roland Hackl**  
National Vice President TCRC

**(Sgd) Jean-Michel Halle**  
General Chairman – Eastern Region

**(Sgd) Paul Boucher**  
General Chairman

**(Sgd) K.C. James**  
General Chairman – Western Region

**(Sgd) Mike King**  
Sr Vice General Chairman – Western Region

**(Sgd) Cameron Wright**  
Sr Vice General Chairman - Central

**(Sgd) Steve Savage**  
Vice General Chairman

**(Sgd) Tracy Russett**  
Vice General Chairman – West

**(Sgd) Mark Kernaghan**  
Vice-General Chairman – Central

**(Sgd) Kerry Czorny**  
General Secretary Treasurer - West

**(Sgd) Gary Buckley**  
Local Chairman BCR



**SECTION 5**  
**APPENDICES**





## APPENDIX A

### WEIGHT ON DRIVERS (1,000 Lbs.) (As at July 1st, 1989)

#### CANADIAN NATIONAL RAILWAYS

Unit Numbers	Weight-on- Drivers	Unit Numbers	Weight-on- Drivers	Unit Numbers	Weight-on- Drivers
106-119	258	3500-3589	248	5700-5703	373
301-309	253	3615-3684	246	7000-7013	257
400- 405	253	3704-3744	247	7100-7107	246
1054-1056	160	3832-3842	233	7200-7231	257
1070-1072	159	4000-4036	248	7232-7266	248
1078-1082	158	4100-4128	246	7300-7327	246
1101-1182	248	4206-4243	232	7500-7532	257
1204-1216	225	4246-4268	230	7701-7706	247
1217-1219	246	4272-4353	229	8506-8522	233
1227-1247	225	4360-4365	238	8700-8711	258
1250-1285	226	4371-4385	236	9100-9108	246
1289-1304	225	4391-4396	235	9151-9160	229
1305-1357	223	4401-4426	248	9161-9166	240
1359-1396	222	4452-4495	247	9167-9172	229
1400-1423	248	4496-4500	240	9173-9176	240
1504-1508	246	4502-4585	247	9177	229
1600-1614	160	4589-4609	248	9190-9198	240
1750-1787	160	5000-5007	389	9302-9310	260
1900-1915	246	5008-5075	388	9312-9317	259
2000-2001	386	5076-5225	389	9400-9632	263
2002-2043	388	5226-5240	388	9633-9667	260
2100-2119	390	5241-5278	385		
2305-2339	388	5279-5293	387		
2400-2429	390	5294-5323	384		
3100-3102	230	5324-5363	387		
3103	235	5400-5459	390		
3107-3111	220	5500-5503	395		
3119-3120	235	5504-5563	390		

**BOOSTERS**

<b>Unit Numbers</b>	<b>Weight-on- Drivers</b>	<b>Unit Numbers</b>	<b>Weight-on- Drivers</b>
160-168	259	260-282	258
200-214	258	351-356	253
215-232	257	523-526	258
233-259	248	700-706	254

**VIA RAIL**

<b>Unit Numbers</b>	<b>Weight-on- Drivers</b>	<b>Unit Numbers</b>	<b>Weight-on- Drivers</b>
6300-6304	247	6550-6553	263
6305-6314	260	6557	259
6400-6419	259	6569	260
6420-6458	260	6602-6637	256
6501-6519	256	6652-6653	255
6525-6542	257	6900-6930	250

**GRAND TRUNK CORPORATION - GTW, CV, DWP  
(U.S. Subsidiary Owned)**

<b>Unit Numbers</b>	<b>Weight-on- Drivers</b>	<b>Unit Numbers</b>	<b>Weight-on- Drivers</b>
1000-1003	226	5912-5920	366
1502	248	5921-5929	367
1512-1519	247	6046-6049	250
3602-3614	247	6200-6204	261
4134-4139	246	6205-6206	265
4427-4439	246	6207-6214	261
4444-4449	248	6215-6220	263
4539-4559	244	6221-6228	261
4600-4603	246	6250-6252	371
4700-4707	246	6253-6254	370
4900	254	6400-6405	261
4902-4906	251	6406-6413	263
4907-4933	252	6414-6421	289
5800-5811	252	6422-6425	262
5812-5861	260	7010-7019	247
5900-5911	367	7262-7268	232

**APPENDIX B  
OVERTIME TABLES**

Table showing time after which overtime accrues on runs 100 miles to 204 miles in length, on speed basis of 20 miles per hour.

<b>Distance Miles</b>	<b>Overtime Accrues After Hrs.</b>	<b>Distance Miles</b>	<b>Overtime Accrues After Hrs.</b>
100	5.00	153	7.39
101	5.03	154	7.42
102	5.06	155	7.45
103	5.09	156	7.48
104	5.12	157	7.51
105	5.15	158	7.54
106	5.18	159	7.57
107	5.21	160	8.00
108	5.24	161	8.03
109	5.27	162	8.06
110	5.30	163	8.09
111	5.33	164	8.12
112	5.36	165	8.15
113	5.39	166	8.18
114	5.42	167	8.21
115	5.45	168	8.24
116	5.48	169	8.27
117	5.51	170	8.30
118	5.54	171	8.33
119	5.57	172	8.36
120	6.00	173	8.39
121	6.03	174	8.42
122	6.06	175	8.45
123	6.09	176	8.48
124	6.12	177	8.51
125	6.15	178	8.54
126	6.18	179	8.57
127	6.21	180	9.00
128	6.24	181	9.03
129	6.27	182	9.06
130	6.30	183	9.09
131	6.33	184	9.12
132	6.36	185	9.15
133	6.39	186	9.18
134	6.42	187	9.21
135	6.45	188	9.24
136	6.48	189	9.27
137	6.51	190	9.30
138	6.54	191	9.33
139	6.57	192	9.36
140	7.00	193	9.39
141	7.03	194	9.42
142	7.06	195	9.45
143	7.09	196	9.48
144	7.12	197	9.51
145	7.15	198	9.54
146	7.18	199	9.57
147	7.21	200	10.00
148	7.24	201	10.03
149	7.27	202	10.06
150	7.30	203	10.09
151	7.33	204	10.12
152	7.36		

Table showing time after which overtime accrues on runs 100 miles to 199 miles in length, on speed basis of 12 1/2 miles per hour.

<b>Distance Miles</b>	<b>Overtime Accrues After Hrs.</b>	<b>Distance Miles</b>	<b>Overtime Accrues After Hrs.</b>
100	8.00	150	12.00
101	8.05	151	12.05
102	8.10	152	12.10
103	8.14	153	12.14
104	8.19	154	12.20
105	8.24	155	12.24
106	8.29	156	12.29
107	8.34	157	12.34
108	8.38	158	12.38
109	8.43	159	12.43
110	8.48	160	12.48
111	8.53	161	12.53
112	8.58	162	12.58
113	9.02	163	13.02
114	9.07	164	13.07
115	9.12	165	13.12
116	9.17	166	13.16
117	9.22	167	13.22
118	9.26	168	13.26
119	9.31	169	13.31
120	9.36	170	13.36
121	9.41	171	13.41
122	9.46	172	13.46
123	9.50	173	13.50
124	9.55	174	13.55
125	10.00	175	14.00
126	10.05	176	14.05
127	10.10	177	14.10
128	10.14	178	14.14
129	10.19	179	14.19
130	10.24	180	14.24
131	10.29	181	14.29
132	10.34	182	14.34
133	10.38	183	14.38
134	10.43	184	14.43
135	10.48	185	14.48
136	10.53	186	14.53
137	10.57	187	14.58
138	11.02	188	15.02
139	11.07	189	15.07
140	11.12	190	15.12
141	11.17	191	15.17
142	11.22	192	15.22
143	11.26	193	15.26
144	11.31	194	15.31
145	11.36	195	15.36
146	11.41	196	15.41
147	11.46	197	15.46
148	11.50	198	15.50
149	11.55	199	15.55

\*Table showing time and one-half for overtime (18 3/4 miles per hour) expressed in miles. Applicable to Road Freight, Transfer and Yard Switching Service, from 3 minutes to 8 hours, inclusive.

<b>Overtime</b>	<b>Miles</b>	<b>Overtime</b>	<b>Miles</b>	<b>Overtime</b>	<b>Miles</b>
3	1	2.43	51	5.23	101
6	2	2.46	52	5.26	102
10	3	2.50	53	5.30	103
13	4	2.53	54	5.33	104
16	5	2.56	55	5.36	105
19	6	2.59	56	5.39	106
22	7	3.02	57	5.42	107
26	8	3.06	58	5.46	108
29	9	3.09	59	5.49	109
32	10	3.12	60	5.52	110
35	11	3.15	61	5.55	111
38	12	3.18	62	5.58	112
42	13	3.22	63	6.02	113
45	14	3.25	64	6.05	114
48	15	3.28	65	6.08	115
51	16	3.31	66	6.11	116
54	17	3.34	67	6.14	117
58	18	3.38	68	6.18	118
1.01	19	3.41	69	6.21	119
1.04	20	3.44	70	6.24	120
1.07	21	3.47	71	6.27	121
1.10	22	3.50	72	6.30	122
1.14	23	3.54	73	6.34	123
1.17	24	3.57	74	6.37	124
1.20	25	4.00	75	6.40	125
1.23	26	4.03	76	6.43	126
1.26	27	4.06	77	6.46	127
1.30	28	4.10	78	6.50	128
1.33	29	4.13	79	6.53	129
1.36	30	4.16	80	6.56	130
1.39	31	4.19	81	6.59	131
1.42	32	4.22	82	7.02	132
1.46	33	4.26	83	7.06	133
1.49	34	4.29	84	7.09	134
1.52	35	4.32	85	7.12	135
1.55	36	4.35	86	7.15	136
1.58	37	4.38	87	7.18	137
2.02	38	4.42	88	7.22	138
2.05	39	4.45	89	7.25	139
2.08	40	4.48	90	7.28	140
2.11	41	4.51	91	7.31	141
2.14	42	4.54	92	7.34	142
2.18	43	4.58	93	7.38	143
2.21	44	5.01	94	7.41	144
2.24	45	5.04	95	7.44	145
2.27	46	5.07	96	7.47	146
2.30	47	5.10	97	7.50	147
2.34	48	5.14	98	7.54	148
2.37	49	5.17	99	7.57	149
2.40	50	5.20	100	8.00	150

**APPENDIX C**  
**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 Company 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 Appendix, 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 Company agreed that before any change is made in the duties listed in Section B, the Company 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 Appendix, 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 Appendix 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 Appendix 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 Company may make of this Appendix.

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 Appendix 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 Company would utilize this Appendix 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 Company assured the Brotherhood that it is not the Company's intention to use this Appendix 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 Company 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 Company has agreed that to speed up the handling of disputes concerning this Appendix, 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 Appendix is intended to clarify and consolidate the contents of the Company letter dated April 2, 1962; System Bulletin dated April 2, 1962; Supplement to System Bulletin dated March 19, 1968 and Company letter dated February 13, 1974. Although the Company 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 Appendix.

**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.



10. Where windows are accessible by walkway, clean windshield glass as may be necessary to ensure safe operation.

#### 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 the 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 reverse 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 reverse 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, reverse 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, reverse 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 reverse 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 Company will pay for the time so occupied on the minute basis over and above time paid for other service. In other words the Company 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 Company. 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.



**SECTION 6**

**ADDENDA  
Memoranda of Agreement  
Letters of Understanding  
and  
Company Letters**





**ADDENDUM 1  
(UNION DUES AGREEMENT)**

**CANADIAN NATIONAL RAILWAY COMPANY  
Atlantic, St. Lawrence and Great Lakes 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 (now paragraphs 43.1 and 43.2 of Article 43) 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:

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 Agreement 1.1, will have deducted by the Company 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 Company 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 Company 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.
  - (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 Company 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 Company in such month. The Company will not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.
7. The amounts of dues so deducted from wages less sums which may be withheld pursuant to Item 8 hereof accompanied by a statement of deductions from individuals will be remitted by the Company to the designated Officer or Officers of the Brotherhood, as may be mutually agreed by the Company 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 Company 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 any one 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 Company for refund of dues deducted under this Agreement shall be made by such employee.
10. The Company 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 Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Brotherhood, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Agreement will terminate at the time it remits the amounts payable to the designated officer or officers of the 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 Company pursuant to this Agreement, each party will bear its own cost of such defense 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 Company from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.
12. This Memorandum of Agreement is effective March 31, 1986, 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 company 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 COMPANY:

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

**(Sgd) Gilles Thibodeau**  
General Chairman

## ADDENDUM 2

Montreal, Quebec  
April 2, 1962

Mr. W.T. Wilson  
Vice-President  
Personnel & Labour Relations  
Canadian National Railways  
Montreal, Quebec

Dear Mr. Wilson:

It is recognized that the differentials established during negotiations held in Montreal, March 24, 1962, for passenger engineers on the Prairie and Mountain Regions, incorporated in the Agreement dated April 2, 1962, were for the purpose of offsetting reductions in arbitraries on diesel locomotives and, therefore, do not establish an inequity as between engineers on the Atlantic, St. Lawrence and Great Lakes Regions and on the Prairie and Mountain Regions.

The differentials will not, in future, be used by the Brotherhood of Locomotive Engineers as the basis for seeking equal rates for engineers in Eastern and Western Canada.

Yours very truly,

**(Sgd) G.B. Trimble**  
General Chairman  
Prairie & Mountain Regions

**(Sgd) W.J. Wright**  
General Chairman  
St. Lawrence & Great Lakes Regions

**(Sgd) J.W. Macdonald**  
General Chairman  
Atlantic Region

APPROVED:

**(Sgd) C.J. Travers**  
Asst. Grand Chief Engineer

### ADDENDUM 3

May 4, 1979

Mr. D.E. McAvoy  
General Chairman  
Brotherhood of  
Locomotive Engineers  
Montreal, Quebec

Mr. J.B. Adair  
General Chairman  
Brotherhood of  
of Locomotive Engineers  
St. Thomas, Ontario

Gentlemen:

During the national negotiations between the Company and the Brotherhood which culminated in final settlement being signed this date, lengthy discussions were held on your proposal which read:

"Compensation relationship in effect December 31, 1978, however derived, expressed, or calculated, between the Locomotive Engineer and members of train crews shall be maintained.

Compensation as used herein, includes personal leave days and any and all other increases in compensation applicable for the trip, tour of duty, week, month, or year, regardless of how and/or when derived, expressed or calculated."

In our discussions on your proposal you expressed concern that negotiations on reduced freight crews with the Union representing train service personnel could result in changes in basic rates of pay or the establishment of some type of special allowance all of which could affect locomotive engineers represented by your Brotherhood.

The Company informed you that during the recently concluded negotiations with the Union which represents employees directly affected by the reduced freight crew agreements the Company had consistently and steadfastly refused to change basic rates of pay or to provide a so-called "lonesome pay" allowance for employees affected by the reduced freight crew agreements. We also informed you that it was not the Company's intention to change our position in this regard.

Notwithstanding these assurances you requested that we confirm this decision and if the Company should, at some future date, agree to change basic rates of pay or provide a so-called "lonesome pay" allowance for trainmen employed in reduced crew operations in through freight service the Company was prepared to meet with you, at your request, to revise rates of pay so affected in order to maintain the present rate relationships that may have been distorted as the result of such rate of pay adjustment or the payment of a so-called "lonesome pay" allowance.

Yours truly,

**(Sgd) D.C. Fraleigh**  
For: Assistant Vice-President  
Labour Relations

cc: Mr. E.J. Davies, Vice-President, Brotherhood of  
Locomotive Engineers, Montreal, Quebec

#### **ADDENDUM 4**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company with respect to the employment of Locomotive Engineers on the St. Clair Tunnel property, Great Lakes Region.

IT IS AGREED that effective February 1, 1986 the Memorandum of Agreement signed at Toronto, Ontario, September 25, 1972, with respect to the employment of Locomotive Engineers on St. Clair Tunnel property is cancelled and the following is substituted therefor:

1. Locomotive Engineers employed as such on the St. Clair Tunnel property will be governed by the rates of pay and working conditions as set forth in Agreement 1.1.

Signed at Toronto, Ontario this 20th day of January 1986.

FOR THE COMPANY:

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great Lakes Region

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

## ADDENDUM 5A

### Use of Railway Radio-Communication System

April 28, 1978

Mr. D.E. McAvoy  
General Chairman  
Brotherhood of Locomotive  
Engineers  
Montreal, Quebec

Mr. A.J. Speare  
General Chairman  
Brotherhood of Locomotive  
Engineers  
Edmonton, Alberta

Mr. J.B. Adair  
General Chairman  
Brotherhood of Locomotive  
Engineers  
St. Thomas, Ontario

Gentlemen:

As part of the current round of negotiations, the Company 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 Company 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 224\* of Agreement 1.1 and page 206 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,

**(Sgd) D.C. Fraleigh**

For: Assistant Vice-President  
Labour Relations

cc: Mr. E.J. Davies  
Vice-President  
Brotherhood of Locomotive Engineers  
Montreal

\* now: Addendum 5B

## **ADDENDUM 5B**

### **Use of Train Radios**

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 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. of L.E. representatives. Because of this complaint the employee representatives wanted, in addition to extra pay, the company 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

## ADDENDUM 6

### Mount Royal Tunnel Service CANADIAN NATIONAL RAILWAY COMPANY St. Lawrence Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to locomotive engineers employed in the Mount Royal Tunnel Suburban Service, Montreal, Quebec.

IT IS AGREED THAT the Memorandum of Agreement signed at Montreal, Quebec, June 21, 1989 concerning the operation of Mount Royal Tunnel Suburban Service is cancelled and the following is substituted therefor:

1. Locomotive engineers employed in the Mount Royal Tunnel Suburban Service will be governed by the collective agreement applicable to locomotive engineers on the Second and Third Seniority Districts except that:

(a) The provisions of Articles 1 to 11, inclusive, will not apply.

(b) They shall be paid a straight time rate per hour of:

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$38.71	\$39.48	\$40.27	\$41.48	\$42.73

(c) They shall be paid an overtime rate per hour of:

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$58.08	\$59.24	\$60.43	\$62.24	\$64.11

(d) They shall be paid at the straight time hourly rate provided in sub-paragraph (b) hereof for all time on duty up to 8 hours. Eight hours to be considered a minimum day.

(e) They shall be paid overtime at the rate per hour specified in paragraph (c) hereof for all time on duty in excess of 8 hours per day.

2. Paragraph 2 deleted by Memorandum of Agreement dated December 14, 2001.

3. It is understood that this Memorandum of Agreement will not, in future, be used by the Brotherhood of Locomotive Engineers as the basis for seeking similar agreements for other locomotive engineers assigned to suburban service.

Signed at Montreal, Quebec, this 21st day of January 1993.

FOR THE COMPANY:

**(Sgd) M. Healey**  
For: Asst. Vice-President  
Personnel and Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) C. Hamilton**  
General Chairman

**(Sgd) B.E. Wood**  
General Chairman



Note: Revised by Memorandum of Agreement dated December 14, 2001.

\*now: Article 1, paragraphs 1.1 to 1.6, inclusive  
Article 2, paragraph 2.1  
Article 3, paragraphs 3.1 and 3.2  
Article 4, paragraphs 4.1, 4.2 and 4.4  
Article 5, paragraphs 5.1 and 5.2  
Article 6, paragraphs 6.1, 6.2, 6.3 and 6.12  
Article 7, paragraphs 7.1, 7.2 and 7.5  
Article 9, paragraphs 9.1 to 9.6, inclusive  
Article 10, paragraphs 10.1 and 10.2  
Article 11, paragraphs 11.1 and 11.2

## **ADDENDUM 6A**

### **MONTREAL COMMUTER SERVICES**

During the negotiations which culminated in an Agreement on May 5, 1995, various issues concerning the Montreal Commuter Service were raised.

The parties agree that the Company's proposal on Montreal Commuter is resolved on the basis that the Montreal Commuter Service will have:

Conductor Only Crew Consist

An abbreviated training program for the conductor to qualify to operate the equipment

In the event that the locomotive engineer cannot perform his duties, the conductor will operate the equipment including any duties necessary to expedite the movement, as required.

This arrangement is non-precedential.

Employees adversely affected will be provided the level of benefits as provided by material change articles.

## **ADDENDUM 6B**

### **Montreal Commuter Service**

During the negotiations which culminated in an agreement on March 4, 2010, the following issues concerning the Montreal Commuter service were agreed to:

- a) For spareboard adjustment purposes, miles will not be reduced to 80%.
- b) Locomotive Engineers at Montrain may book a minimum of two (2) hours rest and a maximum of 12 hours rest upon completion of their tour of duty.
- c) Montrain assignments will be scheduled with 5 days on and 2 consecutive days off per week.
- d) Montrain assignments will not be established with less than 8 hours off between tours of duty.

## **ADDENDUM 7A**

### **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 the manning and operation of Government of Ontario (GO) Commuter trains operating into and out of Toronto.

IT IS AGREED that effective on date of signing unless otherwise indicated herein:

1. The current practice and the established so-called split tour assignments within the separate pool will continue and be paid two separate tickets and overtime rules will apply only within the hours on duty within such separate tour of duty.
2. When regular schedules are cancelled on General Holidays and are replaced by holiday schedules, arrangements will be made to combine the weekend off-time with the holiday off-time as far as practicable.
3. Extra service will be recognized in the following examples:

- (a) A locomotive engineer operating from Oakville and who would normally end the trip at Willowbrook is instructed to operate through to Exhibition, Union Station, or beyond.
- (b) A locomotive engineer required to report for duty prior to the advertised starting time (not exceeding one hour) of his assignment to move GO equipment.
- (c) When a locomotive engineer is required to remain on duty to perform GO service on other than his normal GO assignment on account of relief unavailable.

In the event a locomotive engineer is used in this manner for the complete assignment, payment will be in accordance with the conditions of the assignment.

- (d) When assignments are mixed or changed during a tour of duty resulting in additional time on duty or miles run in excess of their regular assignment because of the following conditions:
  - (1) a derailment within the GO system territory
  - (2) equipment failure
  - (3) signal failure
  - (4) crossing accident or other accidents or illness involving passengers, employees or trespassers
  - (5) snow or other weather conditions

Any of the above may require that, regardless of the regular operating pattern, crews may be required to operate on GO commuter territory as instructed by Commuter Services Supervisors or other Company officer.

4. In the circumstances described in Item 3, the locomotive engineer will be paid 1/5th of the daily passenger rate as follows:
  - (a) When time consumed is one hour or less, he will be paid a minimum of one hour unless mileage actually run is greater, in which event actual mileage run will be allowed.
  - (b) When time consumed is over one hour he will be paid on the minute basis applicable to service performed unless mileage actually run is greater, in which event actual mileage run will be allowed.

Time or miles paid under this Item 4 will not be used to make up the basic day, and will be paid for at straight time rates. However a locomotive engineer may continue to be paid at overtime rates in lieu of the payment provided for in this item 4, except as provided in the second paragraph of Item 3 (c).

5. When a locomotive engineer is used on other than his assignment at the commencement of his tour of duty, because someone has failed to report for duty and the commuter train is due to depart, such will not be considered extra service. A locomotive engineer used in this manner will be returned to his regular assignment as soon as relief is available. However, in the event he is not returned to his regular assignment, he will be paid not less than he would have earned had he remained on his regular assignment.
6. An arbitrary allowance of 15 minutes at 1/5th of the daily passenger rate will be paid to:
- GO train locomotive engineers who are required to travel between the Willowbrook Crew Centre and Mimico GO Station when commencing or terminating their tour of duty.
- Time paid under this Item 6 will not be used to make up the basic day.
7. An arbitrary allowance of 30 minutes at 1/5th of the daily passenger rate will be paid to GO train locomotive engineers who yard and/or pick up their train at North Bathurst Street when commencing or terminating their tour of duty.
- Such time will not be used to make up the basic day.
8. Notwithstanding the provisions of Article 7 (now Article 4) of Agreement 1.1, locomotive engineers operating a consist from Willowbrook Yard will be compensated 30 minutes preparatory time at 1/5th of the daily passenger rate.
9. Notwithstanding the provisions of Article 12 (now Article 7) of Agreement 1.1, locomotive engineers required to yard train in storage tracks presently identified G0.06-G0.12, Willowbrook Yard, will be compensated 30 minutes inspection time at 1/5th of the daily passenger rate.
10. Release Time will be computed from 15 minutes after arrival (30 minutes if train is stored on tracks presently identified as G0.06-G0.12, Willowbrook Yard) until 15 minutes prior to departure time at Mimico (30 minutes from departure of consist at Willowbrook).
11. (a) Locomotive engineers manning coupled trains will be compensated on the basis of weight on drivers of only the units in their operating consist, except as indicated in Item 11 (b).
- When consist changes occur, locomotive engineers will be compensated based upon total weight on drivers of operating units handled at any one time.
- (b) Due to switching requirements at Georgetown, when equipment trains operate between Georgetown and Willowbrook, all locomotive engineers operating or deadheading will be compensated on the basis of weight on drivers of all units in the consist.
12. The following will apply when locomotive engineers regularly assigned to so-called split tour assignments book rest in accordance with Article 68 (now Article 29) or are otherwise unavailable:
- (a) When a regularly assigned locomotive engineer books rest past the first half of his assignment, a spare locomotive engineer will be called for only this portion of the assignment. The regularly assigned locomotive engineer must be available for the second half of his assignment.
- (b) When a regularly assigned locomotive engineer books rest by the second half of his assignment, a spare man will be called for only this portion of the assignment.
- (c) When a regularly assigned locomotive engineer is unavailable for the first half of his assignment, he will not be permitted to work the second half of his assignment, but may work his next assignment if he has indicated his availability.
- In the application of Item (c) above, the spare locomotive engineer called will work both portions of the assignment.
13. Temporary vacancies in so-called split tour assignments will be filled by spare locomotive engineers for the first 7 days in accordance with Article 58.5 (now paragraph 49.8 of Article 49) of Agreement 1.1. The spare locomotive engineer called each day will work both halves of the assignment.

14. The present service will be manned in its entirety by Locomotive Engineers from the 4th Seniority District with the following exception:

Two assignments allocated to the 6th Seniority District to operate GO Commuter Service Willowbrook to Richmond Hill and return, including operations on the Lakeshore and Georgetown service as required by bulletined work schedules and emergent situations pertaining to these assignments.

15. The Company will maintain a record of miles for equalization purposes. For the purpose of equalization of mileage between 4th and 6th Seniority Districts in GO Commuter Service, Toronto Union Station is designated as the point for equalization.

Miles operated by the assignments allocated to the 6th Seniority District on a schedule which includes service on the Lakeshore and/or Georgetown trains will be subject to equalization in accordance with Article 75.1 (now paragraph 50.1 of Article 50) of Agreement 1.1.

16. The implementation and bulletining arrangements of assignments identified in Item 17 will be as mutually arranged between Local Company Officer and the Local Chairmen concerned.

17. All previous Understandings, Memoranda of Agreement, with respect to the manning and operation of GO commuter trains, which are in conflict with the provisions of this Memorandum of Agreement, are cancelled.

18. This Memorandum of Agreement is subject to cancellation on 30 days' written notice by either party to the other.

Signed at Toronto, Ontario, this 24th day of June 1981.

FOR THE COMPANY:

**(Sgd) M. Delgreco**  
For: Vice-President  
Great Lakes Region

**(Sgd) L.I. Brisbin**  
Superintendent  
Transportation

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

**(Sgd) C.R. Downey**  
Local Chairman

**(Sgd) W.L. Slowleigh**  
Local Chairman

**ADDENDUM 7B**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and Canadian National Railway Company, Great Lakes Region, with respect to payment of a travel allowance to Toronto based Locomotive Engineers in GO Commuter Service who report for duty or are released from duty at Willowbrook, Ontario.

IT IS AGREED THAT:

(1) Locomotive Engineers filling positions in GO Commuter Service, who are required to report for duty or who are released from duty at Willowbrook and required to travel between Willowbrook and Union Station to pick up or leave their train at Union Station will be provided free transportation and compensated an arbitrary allowance of 30 minutes. Such time will not be used to make up the basic day, nor will it be used in the computation of the hours specified in Article 28.5 and the hours specified in Article 29.5 of Agreement 1.1, for purposes of meals and rest en route.

(2) This Memorandum of Agreement is subject to cancellation on thirty days' notice by either party.

Signed at Toronto, Ontario, this 30th day of January 1989.

FOR THE COMPANY:

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great Lakes Region

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) Jack D. Pickle**  
General Chairman

## ADDENDUM 8

### CANADIAN NATIONAL RAILWAYS St. Lawrence & Great Lakes Regions

MEMORANDUM OF UNDERSTANDING defining main track switches in Montreal Terminals connecting with yard tracks in the application of Articles 20\* and 22\*\* of the collective agreement for locomotive engineers and Article 7, Clauses (d) and (E) of the collective agreement for locomotive firemen, helpers and hostlers.

1. The words "main track switch connecting with the yard track", as used in Article 20\* and in Article 7(D) - Initial Terminal Time - refer to the switch at which the engine last enters the main track when leaving the terminal.
2. The words "main track switch connecting with the yard track", as used in Article 22\*\* and in Article 7(E) - Final Terminal Time - refer to the switch at which the engine first leaves the main track when entering the terminal.
3. Trains entering Montreal Terminals and held at any point on account of yard congestion, terminal delay will commence at the point where so held.
4. The movements made in connection with the picking up or setting off of cars or the handling of caboose on their own train, will not be considered as yard switching in the application of Article 24\*\*\* of the engineers' agreement and Article 7(F) of the firemen's agreement.

#### EXAMPLES - NOT REPRODUCED

FOR THE COMPANY:

**(Sgd) J.F. Pringle**  
Vice-President and  
General Manager

- \* Article 20 now paragraphs 5.2 to 5.7, inclusive, of Article 5.
- \*\* Article 22 now paragraphs 6.4 to 6.12, inclusive, of Article 6.
- \*\*\* Article 24 now Article 13.

FOR THE BROTHERHOOD:

**(Sgd) U.W. Carpenter**  
General Chairman  
Brotherhood of Locomotive Engineers

**(Sgd) John Marshall**  
Acting General Chairman  
Brotherhood of Locomotive Engineers

**(Sgd) W.G. Atkinson**  
General Chairman  
Brotherhood of Locomotive  
Firemen and Enginemen

**(Sgd) Thomas Mattingley**  
General Chairman  
Brotherhood of Locomotive  
Firemen and Enginemen

Dated at Montreal, Quebec, September 26, 1944

Dated at Toronto, Ontario, April 17, 1946



## ADDENDUM 9

### 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 reaches 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	23.9 - 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 COMPANY:

FOR THE BROTHERHOOD:

**(Sgd) M. Delgreco**

For: Vice-President  
Great Lakes Region

**(Sgd) P.M. Mandziak**

General Chairman

**(Sgd) G.E. Morgan**

For: Vice-President  
Industrial Relations  
& Organization

\* Article 22 now paragraphs 6.4 to 6.12, inclusive of Article 6.

\*\* Paragraphs 22.2, 22.3, 22.4 and 22.5 of Article 22 now paragraphs 6.5, 6.6, 6.7 and 6.8, respectively of Article 6.

\*\*\* Paragraph 22.1 of Article 22 now paragraph 6.4 of Article 6.

**ADDENDUM 10**

**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 Company 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,

**(Sgd) W.S. Mason**  
For: Assistant Vice-President  
Labour Relations

I CONCUR:

**(Sgd) D.E. McAvoy**  
General Chairman  
Brotherhood of Locomotive Engineers

I CONCUR:

**Sgd) E.J. Davies**  
General Chairman  
Brotherhood of Locomotive Engineers

## **ADDENDUM 11**

### **CANADIAN NATIONAL RAILWAY COMPANY Atlantic Region**

MEMORANDUM OF AGREEMENT with respect to the running of regularly assigned locomotive engineers at away-from-home terminals on the Atlantic Region when regular trains are operating late or are cancelled.

IT IS AGREED that locomotive engineers in regular assigned freight service when regular train is reported four (4) hours late, three (3) hours before its scheduled departure time out of the away-from-home terminal or when such train is cancelled or after it is later determined that their train will be more than four (4) hours late, will be used to operate the first unassigned through train to their home terminal after the scheduled departure time of their train and Article 78 (now Article 23) will apply as from time released from duty at the away-from-home terminal; this not to constitute a run around under Article 80 (now Article 65).

This Memorandum of Agreement shall remain in effect subject to thirty (30) days' notice in writing from either party of desire to amend, revise or cancel it.

Signed at Moncton, N.B., this 1st day of September, 1967.

FOR THE COMPANY:

**(Sgd) G.J. Milley**

For: Vice-President

FOR THE BROTHERHOOD:

**(Sgd) Douglas McAvoy**

General Chairman

APPROVED:

**(Sgd) K.L. Crump**

For: Vice-President

Personnel & Labour Relations

## ADDENDUM 12

### CANADIAN NATIONAL RAILWAY COMPANY

Montreal, Que. 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 Company 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 Chairmen complained that locomotive engineers whose regular assignments are delayed and thereby 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

cc: Mr. E.J. Davies, General Chairman,  
Brotherhood of Locomotive Engineers

Mr. D.E. McAvoy, General Chairman,  
Brotherhood of Locomotive Engineers

### ADDENDUM 13

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the application of Article 83 (now Article 26) - Service Out of Away-From-Home Terminal - for unassigned Locomotive Engineers whose home terminal is Moncton, N.B., or Edmundston, N.B.

Unassigned Locomotive Engineers required to make a round trip or perform a day's work out of Napadogan, N.B., will stand first out in unassigned service for home terminal from the time of return to Napadogan, N.B., unless the requirements of the service prevent it.

It is understood that the implementation of this Agreement will create no additional cost to the Company.

This Memorandum of Agreement shall remain in effect subject to thirty (30) days' notice in writing from either party of desire to amend, revise or cancel it.

Signed at Moncton, N.B., this 9th day of April 1975.

FOR THE COMPANY:

**(Sgd) D.J. Matthews**  
For: Vice-President

FOR THE BROTHERHOOD:

**(Sgd) D.E. McAvoy**  
General Chairman

COUNTERSIGNED:

**(Sgd) W.S. Mason**  
For: Vice-President  
Personnel & Labour Relations

**ADDENDUM 14**

**INTENTIONALLY LEFT BLANK**

## **ADDENDUM 15**

### **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 Sub - Mileage 0.0 to 17.0  
Halton Sub - Mileage 0.0 to 15.6  
Newmarket Sub - Mileage 2.4 to 15.0  
Oakville Sub - Mileage 0.0 to 9.4  
Kingston Sub - Mileage 323.2 to 333.8  
Uxbridge Sub - Mileage 59.5 to 60.9  
Weston Sub - Mileage 0.0 to 17.0  
York Sub - 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 Company 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 Company 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 Company 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 COMPANY:

**(Sgd) D.W. Brayshaw**

For: Vice-President  
Great Lakes Region

**(Sgd) W.S. Mason**

For: Vice-President  
Personnel & Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**

General Chairman

## **ADDENDUM 16**

### **CANADIAN NATIONAL RAILWAYS St. Lawrence and Atlantic Regions**

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. André Cut-Off.

IT IS AGREED that, effective with the opening of the new trackage between Pelletier on the Monk Subdivision and St. André on the Montmagny Subdivision, hereinafter referred to as the Pelletier Cut-off, the following will apply:

1. Article 49.1 (now paragraph 43.1 of Article 43) will be amended to include the words "as well as the line between Pelletier on the Monk Subdivision and St. André on the Montmagny Subdivision." Those words will also be included under Territory "H" in Article 49 (now paragraph 43.1 of Article 43).
2. Subject to the provisions of this Memorandum of Agreement, locomotive engineers may be operated between Edmundston, 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 Edmundston, N.B.
  - b) One eastward and one westward train manned by Second District locomotive engineers out of Joffre, Quebec.
4. Mileage run, including deadheading, between Edmundston 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 engineer is 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:

<b>EFFECTIVE</b>				
<b>Jan 1, 2018</b>	<b>Jan 1, 2019</b>	<b>Jan 1, 2020</b>	<b>Jan 1, 2021</b>	<b>Jan 1, 2022</b>
\$432.29	\$440.93	\$449.75	\$463.24	\$477.14

Note deleted by Memorandum of Agreement dated December 14, 2001.

5. The Company will maintain a record of all mileage run between Edmundston and Joffre and will advise the local chairmen concerned monthly of the details.
6. Trains operating between Edmundston and Joffre, other than those referred to in Paragraph 3 above, will be manned by spare locomotive engineers out of Edmundston 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 Edmundston 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 the application of paragraphs 7 and 8 above and when spare locomotive engineers are deadheaded between terminals for equalization purposes, the Company 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 train 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 fireman/helper, the Company will endeavour, consistent with the provisions of the collective agreement governing the services 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:

FOR THE BROTHERHOOD:

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

**(Sgd) Gilles Thibodeau**  
General Chairman

Note: Revised by Memorandum of Agreement dated December 14, 2001.

\* As per Memorandum of Agreement dated January 21, 1993.

## **ADDENDUM 17A**

### **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 (now 43.1) of Article 49 (now paragraph 43.1 of Article 43) - 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 Springhill 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 COMPANY:

**(Sgd) H.J. Koberinski**

For: Vice-President  
Atlantic Region

**(Sgd) M. Delgreco**

For: Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) G. Thibodeau**

General Chairman

## **ADDENDUM 17B**

### **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 (now 43.1) of Article 49 (now paragraph 43.1 of Article 43) 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 (now paragraph 47.1 of Article 47) - 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.
5. Notwithstanding the provisions of paragraph 50.2 of Article 50 (now paragraph 47.2 of Article 47) - 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.
6. 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 (now paragraph 58.12 of Article 58) 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 COMPANY:  
**(Sgd) H.J. Koberinski**  
For: Vice-President

FOR THE BROTHERHOOD:  
**(Sgd) Gilles Thibodeau**  
General Chairman

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President, Labour Relations

APPENDIX "A"

NAME	P.I.N.	FIREMAN DATE	DATE PLACED ON L.E. LIST	STATION
Bowlan, VJ	524813	02 Dec. 1946	01 Jan. '68	Charlottetown
Deighan,CW	524821	17 July 1947	01 Jan. '68	Charlottetown
Murphy, MW	714590		01 Jan. '76	Charlottetown
Mackinnon,J.S.	679984		01 Jan. '76	Charlottetown
Vessey, AK	788389		01 Jan. '76	Charlottetown
Watts, GR	780797		01 Jan. '78	Charlottetown
McNeill, MG	777240		See L/U 17/10/85	Charlottetown
Seaman, JA	777242		01 Jan. '85	Charlottetown

**ADDENDUM 18**  
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**ADDENDUM 19A**  
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**ADDENDUM 19B**  
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## **ADDENDUM 20**

### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED that effective March 8, 1974 The Memorandum of Agreement signed at Montreal, Quebec, April 21, 1971, governing the service of the employees named therein who hold seniority as locomotive engineers on Seniority District No. 6 is cancelled and the following is substituted therefor:

1. The employees 1 listed below who were hired as locomotive engineers and placed on the Sixth Seniority District seniority list of locomotive engineers as of September 23, 1968, will be called for service as locomotive engineers in order of their seniority and when employed as such, will be governed by the provisions in the collective agreement applicable to locomotive engineers on the Sixth Seniority District:  
  
Hewitt, H.  
Jordan, A.I.  
Lammi, F.A.  
Dasti, K.J.  
Mersereau, R.L.  
Hakansson, A.B.
2.
  - (a) When the employees referred to in Section 1 are not set up on the locomotive engineers' working list they may, on the basis of their seniority, take employment on runs selected by the Company with locomotive engineers their senior at their home station, except that the Company may from time to time for sufficient reason, require their employment in classes of service at their home station, or at other locations if all classes of service are not available at their home station, to ensure they maintain qualifications in all classes of service, or except when the Company may from time to time require their employment on other runs as an operating requirement.
  - (b) In the event that the services of the employees referred to are required at other home stations, preference based on their seniority will be given for transfer of such employees to the home station of their choice. If no applications are received, the junior(s) of such employees whose services are not required at their home station will be required to respond. The exception outlined in paragraph (a) will apply at the home station to which transferred.
3. When employed as stated in Section 2, such employees will be designated as locomotive engineers and will be governed by the collective agreement applicable to locomotive engineers on the Sixth Seniority District except that:
  - (a) They will be paid at a rate per mile equal to the minimum service rate applicable to locomotive engineers in passenger service.
  - (b) They will, where practicable, be permitted to accumulate between 3,000 and 3,800 miles per month.
  - (c) They will be subject to all Company rules and regulations customarily applicable to running trades employees.
4. Locomotive engineers in charge of locomotive who from time to time are required to permit the employees referred to in Section 2 to operate locomotives and handle trains will have their responsibility relaxed to the extent that they will not be held responsible for rough handling or damaged drawbars; they will, however, continue to be held responsible for the observance of operating rules, special instructions and other regulations.

When the employees referred to in Section 2 are operating locomotives and handling trains they will be responsible for rough handling or damaged drawbars.

Signed at Montreal, Quebec, this 13th day of February 1974.

FOR THE COMPANY:

**(Sgd) W.S. Mason**  
For: Asst. Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

APPROVED:

**(Sgd) L.O. Hemmingson**  
Vice-President

## **ADDENDUM 21A**

### **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 Company 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, be held responsible for the observance of operating rules, timetable special instructions and related regulations although he will not be disciplined for minor infractions committed by the employee in training unless it can be shown that there was negligence on his part.
5. The locomotive engineer will be required to complete progress reports on the employee in training as he may be directed by the Company. Incompetence, lack of judgment 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 of either a graduate student locomotive engineer or a graduate of the abbreviated engine service training program shall be paid the following amount in addition to other earnings for such tour of duty:

Locomotive Engineers in a yard/ non-extended run operation

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$46.63	\$47.57	\$48.52	\$49.97	\$51.47

Locomotive Engineers in extended run territory

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$63.13	\$64.39	\$65.68	\$67.65	\$69.68

The trainer allowance will only be payable to one locomotive engineer per tour of duty.

E. EMPLOYEES WHO HAVE SUCCESSFULLY COMPLETED THE COMPANY'S TRAINING PROGRAM IN KEEPING WITH COMPANY 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 COMPANY:

**(Sgd) W.S. Mason**  
For: Asst. Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) D.E. McAvoy**  
General Chairman

**(Sgd) E.J. Davies**  
General Chairman

\* As per Memorandum of Agreement dated January 21, 1993.

## ADDENDUM 21B

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 Company 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's 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 Company.

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**  
General Chairman

I CONCUR:

**(Sgd) John B. Adair**  
General Chairman

## **ADDENDUM 21C**

### **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. A.J. Speare  
General Chairman  
Brotherhood of Locomotive Engineers  
Suite 202  
12418 - 118th Avenue  
Edmonton, Alberta  
T5L 2K4

Mr. D. E. McAvoy  
General Chairman  
Brotherhood of Locomotive Engineers  
1255 Phillips Place  
Room 209  
Montreal, Quebec  
H3B 3G1

Gentlemen:

During the national negotiations between the Company 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 Company's proposal concerning participation of locomotive engineers in the training of students.

As the result of these discussions, the Company 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 comment 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 Company outlined in some detail the many variables which came into play in determining an accurate and viable forecast, the Company 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 Company forecasts.

To this end during the initial two meetings held in November and December 1976, the Company 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 engineer and as additions to the locomotive engineers working 1st 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 herein.

### **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 Company 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 Company agreed to institute the following procedure:

- (a) The local chairman and the general chairman of the Brotherhood will receive a copy of the Company 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 supervisors.

### **4. New locomotive engineers passenger qualification**

As the result of our discussions on this matter, the Company 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 Company 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 Company officer whether the General Superintendent Transportation, 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 weight.

You were informed by the Company 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 Company 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 qualification 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 Company had no difficulty in understanding your concern 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 Company 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 cooperation of some locomotive engineers in the training of students**

Throughout negotiations, the Company 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 Company acknowledged your efforts in this regard and there has been an apparent improvement in the cooperation extended by locomotive engineers. In view of your assurances in this regard, the Company 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 Company 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¢ 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 Company, 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, Quebec  
See Addendum 21A, Section D for current amount of trainer allowance.



## ADDENDUM 22

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 Sirs:

Covering Item 22 of your Appendix "C" which accompanied your letter of October 1, 1977 and which reads:

That the Company 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 Company 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 23**

April 10, 1964

Mr. D.E. McAvoy  
General Chairman  
Brotherhood of  
Locomotive Engineers  
Room 301 - 1434 St. Catherine St., W.  
Montreal 25, Que.

Dear Mr. McAvoy:

I have your letter of March 24 in connection with filling assignments at outpost stations, your file 162-34-3-A.

With reference to the last paragraph of your letter, I would like to submit for your consideration the following understanding:

"It is agreed that in the event an engineer at an outpost station bids off an assignment, thereby creating a permanent vacancy, he will continue to protect the assignment until the vacancy is bulletined and awarded."

"It is further agreed that this understanding shall remain in effect subject to thirty days notice in writing from either party to amend or terminate it."

If you are in agreement with the above will you please sign the duplicate of this letter and return to this office.  
Yours very truly,

**(Sgd) G.J. Milley**  
For: E.J. Cooke

ACKNOWLEDGED:

**(Sgd) D.E. McAvoy**  
General Chairman

**ADDENDUM 24**  
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**ADDENDUM 25**  
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**ADDENDUM 26A**  
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(see Addendum 101A)

**ADDENDUM 26B**  
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(see Addendum 101B)

**ADDENDUM 26C**  
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(see Addendum 101C)

**ADDENDUM 27**

**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 COMPANY:

**(Sgd) N.A. McLean**  
For: Vice-President  
Great Lakes Region

**(Sgd) W. S. Mason**  
For: Vice-President  
Personnel & Labour  
Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

## **ADDENDUM 28**

### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF UNDERSTANDING with respect to the application of Article 58, Paragraph 58.1 (now Article 49, paragraph 49.1) and Article 108 (now Article 65) 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 (now Article 49, paragraph 49.1), 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 (now Article 65), 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 COMPANY:

**(Sgd) J.R. Gilmour**

For: Vice-President

Great Lakes Region

FOR THE BROTHERHOOD:

**(Sgd) John B. Adair**

General Chairman

**(Sgd) D.C. Fraleigh**

For: Vice-President

Industrial Relations & Organization

## ADDENDUM 29

4th Floor, Central Station, Montreal, Que.

Our File: 8335-34

April 16, 1965.

Mr. S.C. Anderson,  
General Chairman,  
Brotherhood of Locomotive Engineers  
315 Shepherd Street,  
Sarnia, Ont.

Mr. D.E. McAvoy,  
General Chairman,  
Brotherhood of Locomotive Engineers  
Room 301,  
1434 St. Catherine St. W.,  
Montreal 25, P.Q.

Dear Sirs:

This has reference to correspondence exchanged and our various discussions in regard to the manning of the Tower Car assignment, Montreal Area, by Engineers of the Third Seniority District and Second Seniority District, which assignment is operated as a work train in road service on the Montreal, Mount Royal, Joliette and Montfort Subdivisions.

It is my understanding that the following arrangement has now been mutually agreed to by the employees concerned:

1. Effective with the spring change of timetable, i.e., April 25, 1965, the assignment is to be manned by Engineers of the Third Seniority District until the fall change of timetable when engineers of the Second Seniority District will be assigned thereto; thereafter the work is to be divided on a 50-50 basis and engineers to rotate each change of timetable with spare and relief work to be handled by engineers of the Seniority Group currently assigned to the regular assignment;
2. Yard rates will be allowed to the engineers on this assignment but road work train conditions will apply;
3. This arrangement will remain in effect and is subject to revision, amendment or cancellation on 30 days written notice from any of the signatories to this letter.

Will you please signify your concurrence to the foregoing arrangement by signing in space provided hereunder.

Yours very truly,

**(Sgd) C.A. Bérubé**  
General Manager

CONCURRED IN:

**(Sgd) Stanley C. Anderson**  
General Chairman  
Brotherhood of Locomotive Engineers

**(Sgd) D.E. McAvoy**  
General Chairman  
Brotherhood of Locomotive Engineers

### **ADDENDUM 30**

#### **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 COMPANY:

**(Sgd) G.E. Morgan**  
Director  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

APPROVED BY:

**(Sgd) John B. Adair**  
Vice-President

## **ADDENDUM 31A**

### **Second Employee in Cab**

#### **CANADIAN NATIONAL RAILWAY COMPANY**

Montreal, February 13, 1974

Mr. D.W. Blair, Vice-President, Moncton  
Mr. J.F. Roberts, Vice-President, Montreal  
Mr. W.D. Piggott, Vice-President, Toronto  
Mr. K.E. Hunt, Vice-President, Montreal

As the result of discussions with the General Chairmen of the Brotherhood of Locomotive Engineers during the recently concluded negotiations regarding the application of current Company policy and procedure covering the presence of a "second employee in the cab" of a diesel locomotive on conventional passenger trains when a fireman/helper is not available the following procedure will be followed in the application of the above policy. This letter accordingly will supersede any previous letters on the application of the policy.

1. Effective March 8, 1974, where a locomotive engineer from the locomotive engineers' working list is available, he will be used in preference to any other employee as the said "second employee in the cab". The only exception to the foregoing will be that the 6 locomotive engineers on Seniority District No. 6 who were placed on the locomotive engineers' seniority list as of September 23, 1968 may be used in preference to a locomotive engineer from the working list when such 6 employees are not assigned to the locomotive engineers' working list.
2. The manner by which a locomotive engineer from the locomotive engineers' working list is to be called under Item 1 and the terms and conditions applicable to such employees are outlined in Section A of the Memorandum of Agreement attached hereto.
3. When one of the 6 locomotive engineers on Seniority District No. 6 is used ahead of a locomotive engineer from the locomotive engineers' working list as outlined in the second sentence of Item 1 above, he will be governed by the terms and conditions applicable to such employee as outlined in Section B of the Memorandum of Agreement attached hereto.
4. When a second locomotive engineer from the engineers' working list, or on Seniority District No. 6 one of the 6 locomotive engineers referred to in Item 1 above, is not available, an employee who does not have seniority as a fireman/helper but is qualified locomotive engineer not working as such may be used and when so used he will be governed by the terms and conditions of Section B of the Memorandum of Agreement attached hereto.
5. When an employee specified in Items 1 and 4 above is not available, the use of another employee in the order heretofore provided under the said Company policy will continue to apply.

Please be governed accordingly.

**(Sgd) Mr. W.S. Mason**

For: Asst. Vice-President  
Labour Relations

cc: Mr. D.E. McAvoy, General Chairman,  
Brotherhood of Locomotive Engineers,  
Montreal, Quebec

Mr. E.J. Davies, General Chairman,  
Brotherhood of Locomotive Engineers,  
St. Thomas, Ontario



## **ADDENDUM 31B**

### **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 use of employee as the "second employee in the cab" of a diesel locomotive on a conventional passenger train when a fireman/helper is not available.

#### **SECTION A Locomotive Engineers Assigned to the Locomotive Engineers' Working List**

1.
  - (a) Locomotive engineers will be called from the locomotive engineers' spare board on a first-in, first-out basis.
  - (b) When there are no spare locomotive engineers available, locomotive engineers in other than spare board service may be permitted to work a tour of duty as the "second employee in the cab" between trips or tours of duty, provided the following conditions are fulfilled:
    - (i) Locomotive engineers desiring such work will indicate in writing that they are available;
    - (ii) Locomotive engineers so available will be called on a rotation basis (first-in, first-out) when such call will not interfere with their performing service in their normal class of service or assignment;
    - (iii) A locomotive engineer who has indicated that he is available for such work will accept all calls until he cancels his application in writing;
    - (iv) Locomotive engineers who indicate that they are available and 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 Company.
  - (c) The provisions of items (a) and (b) of this paragraph will apply only until such time as the vacancy is filled on an assigned basis as provided in the collective agreement.
2. A locomotive engineer who has 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 Company's training course, who is used as the "second employee in the cab" will be governed by the terms and conditions of the collective agreement applicable to locomotive engineers.
3. The Brotherhood recognizes the principle that a second locomotive engineer should receive a rate of pay less than the in-charge locomotive engineer; therefore a locomotive engineer not covered by paragraph 2 of this Section A who is used as the "second employee in the cab" will be governed by the terms and conditions of the collective agreement applicable to locomotive engineers **except that** he will be paid at a rate per mile equal to the minimum service rate applicable to locomotive engineers in passenger service.

#### **SECTION B Locomotive Engineers Not Assigned to the Locomotive Engineers' Working List**

1. A locomotive engineer who does not have seniority as a fireman/helper, including the six locomotive engineers on Seniority District No. 6 who were placed on the locomotive engineers' seniority 1st as of September 23, 1968, and who is not assigned to the locomotive engineers' working list, who is used as the "second employee in the cab" will be designated as a locomotive engineer and will be governed by the terms and conditions applicable to locomotive engineers **except that** he will be paid at a rate per mile equal to the minimum service rate applicable to locomotive engineers in passenger service.

2. The provisions of paragraph 1 of this Section B apply notwithstanding the Memorandum of Agreement applicable to the six locomotive engineers on Seniority District No. 6 which Agreement established the special terms and conditions applicable to such employees when they are not assigned to the locomotive engineers' working list.

### **SECTION C**

1. All mileage earned by locomotive engineers in the application of items (a) or (b) of paragraph 1 of Section A hereof will be used in the adjustment of spare boards under the Mileage Regulation Articles.
2. No part of this Memorandum of Agreement shall be used against the Company 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.

Signed at Montreal, Quebec, this 13th day of February, 1974.

FOR THE COMPANY:

**(Sgd) W.S. Mason**  
For: Asst. Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

**(Sgd) D.E. McAvoy**  
General Chairman

**ADDENDUM 31C**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region  
Second Employee in Cab**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the filling of a temporary vacancy on a conventional passenger train when engineers entitled to fill such vacancy are not available at the normal change-off point.

IT IS UNDERSTOOD that in the operation of a through conventional passenger train when an engineer or a second engineer in the absence of a fireman/helper is required due to engineers who normally protect such service not being available at the normal change-off point, the following will apply:

1. If an engineer is required, the incoming engineer on the conventional passenger train will have first choice to fill the assignment.
2. If a "second engineer" is required, the incoming "second engineer" on the conventional passenger train will have first choice to fill the assignment.

This Memorandum of Understanding is subject to cancellation on thirty days' notice in writing from either party.  
Signed at Toronto, Ontario, this 10th day of September 1975.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**  
For: Vice-President  
Great Lakes Region

**(Sgd) W.S. Mason**  
For: Vice-President  
Personnel & Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) John B. Adair**  
General Chairman

## **ADDENDUM 31D**

### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes and St. Lawrence Regions**

Second Employee in the Cab

Seniority Districts 3, 4 and 6

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the filling of a vacancy as a "second employee in the cab" of a diesel locomotive on a conventional passenger train when a fireman/helper is not available.

IT IS AGREED that effective October 28, 1979, Paragraph 58.26 of Article 58 (now Article 53) and Item 1 of Section A of the Memorandum of Agreement signed February 13, 1974 are suspended and the following will apply:

1. The provisions of Article 58 (now Articles 49, 53 and 54) and any other relevant manning provisions of Agreement 1.1 except as otherwise indicated above, will apply with respect to the filling of "Second Engineers" positions on conventional passenger trains. The only exception to the foregoing will be that the 6 locomotive engineers on Seniority District No. 6 who were placed on the locomotive engineers' seniority list as of September 23, 1968 may be used in preference to a locomotive engineer from the working list when such 6 employees are not assigned to the locomotive engineers' working list.
2. A locomotive engineer filling a position of "Second Engineer" in accordance with Item 1 is subject to displacement by a Fireman/ Helper if a Fireman/Helper becomes available and, in addition, on the Sixth Seniority District, by one of the six locomotive engineers referred to in Item 1.
3. A locomotive engineer displaced by a Fireman/Helper or by one of the six locomotive engineers referred to in Item 1, will be governed by the applicable provisions of Agreement 1.1 in the same manner as if displaced by a senior locomotive engineer.

This Memorandum of Agreement is subject to cancellation by either party on thirty (30) days' notice in writing.

Signed at Toronto, Ontario, this 28th day of March 1980.

FOR THE COMPANY:

**(Sgd) M. Delgreco**  
For: Vice-President  
Great Lakes Region

**(Sgd) P.J. Thivierge**  
For: Vice-President  
St. Lawrence Region

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

## **ADDENDUM 32A**

Personnel and Labour Relations,  
Montreal, August 4, 1967  
8302-10-A; 8301-1-40; 8301-2-10.

Mr. E.J. Cooke,	Vice-President, Moncton
Mr. D.V. Gonder,	Vice-President, Toronto
Mr. G.R. Graham,	Vice-President, Edmonton
Mr. J.A. McDonald,	Vice-President, Montreal
Mr. E.P. Stephenson,	Vice-President, Winnipeg

Negotiations with the Brotherhood of Locomotive Engineers have been progressing favourably and we have every reason to believe that a negotiated settlement will be achieved.

The Brotherhood's Negotiating Committee has expressed concern regarding situations whereby firemen/helpers have been used as engineers, particularly at away-from-home terminals when an engineer has booked rest.

In the past, from time to time, complaints of a similar nature have been received from the Brotherhood. While dealing with these complaints we have stated that it is not the Company's intention to take advantage of the "Diesel Employment Rule" with the Brotherhood of Locomotive Firemen and Enginemen in establishing a procedure that firemen/helpers will be used as engineers to circumvent the Collective Agreement governing engineers.

Relief for an engineer at an away-from-home terminal should not be achieved by using an available fireman/helper, except in circumstances where undue or unnecessary delay to the movement of important traffic will result.

In applying the foregoing, line officers should carefully analyze each situation and in so doing try to avoid legitimate complaints or grievances from the Brotherhood of Locomotive Engineers.

Assistant Vice-President  
Labour Relations

cc: Mr. J.H. Spicer, Assistant Vice-President,  
Transportation and Maintenance, Montreal, Quebec

Mr. W.J. Wright, Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers

Mr. D.E. McAvoy, General Chairman,  
Brotherhood of Locomotive Engineers

Mr. E.J. Davies, General Chairman,  
Brotherhood of Locomotive Engineers

Mr. L.O. Hemmingson, General Chairman,  
Brotherhood of Locomotive Engineers

## **ADDENDUM 32B**

April 11, 1972

Mr. D.W. Blair,	Vice-President, Moncton
Mr. J.H. Richer,	Vice-President, Montreal
Mr. R.A. Bandeen,	Vice-President, Toronto
Mr. A.R. Williams,	Vice-President, Winnipeg
Mr. J.H. Spicer,	Vice-President, Edmonton

This refers to our letter of August 4, 1967 concerning a fireman/helper being used as locomotive engineer, particularly at away-from-home terminals when a locomotive engineer has booked rest.

Since writing our letter the number of complaints received from the Brotherhood of Locomotive Engineers has greatly diminished. During recent meetings with the General Chairmen of the Brotherhood concerning the future source and supply of locomotive engineers the General Chairmen expressed concern that the Company would take advantage of agreements with other Unions whose members may from time to time become a source and supply of locomotive engineers to establish a procedure that employees other than firemen/helpers will be used as locomotive engineers to circumvent the collective agreement governing locomotive engineers.

We have assured the General Chairmen that such is not our intention and I would ask each of you to advise all concerned that relief for a locomotive engineer at an away-from-home terminal should not be achieved by using available employees who are qualified locomotive engineers, except in circumstances where undue or unnecessary delay to the movement of important traffic will result.

As was the case in applying our letter of August 4, 1967, line officers should carefully analyse each situation and in so doing try to avoid legitimate complaints or grievances from the Brotherhood of Locomotive Engineers. We are confident that line officers will use discretion and good judgment in the application of our letter of August 4, 1967 and this letter, and we would emphasize the need to apply them in a forthright manner.

(Sgd) W. S. Mason  
For: Vice-President  
Personnel & Labour Relations

cc: Mr. K.E. Hunt, Vice-President

Mr. D.E. McAvoy, General Chairman,  
Brotherhood of Locomotive Engineers, Montreal, Quebec

Mr. E.J. Davies, General Chairman,  
Brotherhood of Locomotive Engineers, St. Thomas, Ontario

Mr. A.J. Speare, General Chairman,  
Brotherhood of Locomotive Engineers, Edmonton, Alberta

## **ADDENDUM 33**

### **Tour of Duty Between Trips**

#### **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 Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED THAT:

1. Effective January 22, 1986, the Memorandum of Agreement signed at Montreal, Quebec, April 11, 1972 is hereby cancelled and the following is substituted therefore.

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 when 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, and will be afforded the opportunity to accept such call regardless of whether or not it will affect his/her regular assignment, except in situations whereby more than one Locomotive Engineer has made himself available. In such cases the Locomotive Engineer first available for extra work whose regular assignment will not be affected (as deemed at the time of call) will be afforded priority for the call.
  - (b) 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;
  - (c) 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 Company.
2. No part of this Memorandum of Agreement shall be used against the Company 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 is subject to cancellation by either party on thirty days' notice in writing.

Revised at Belleville, Ontario, this 7th day of September, 2017.

FOR THE COMPANY

(Sgd) Doug Van Cauwenbergh  
Director of Labour Relations

FOR THE BROTHERHOOD:

(Sgd) Randy Caldwell  
General Chairman – TCRC Central

(Sgd) Jean Michel Hallé  
General Chairman – TCRC East

## **ADDENDUM 34A**

**Toronto, March 27, 1940**

Mr. J.E. Sutherland  
General Chairman  
United Transportation Union

Mr. C.I. Warren  
General Chairman  
United Transportation Union

Mr. T.B. Skelly  
General Chairman  
Brotherhood of Locomotive  
Engineers

Mr. W.G. Graham  
General Chairman  
United Transportation Union

Dear Sirs:

With further reference to my letter of February 23rd and discussions in my office yesterday, in regard to items 1 and 2 of the above letter; instructions are being issued as follows:

1. Return to home terminals of crews used to protect trains in emergency.

The instructions which have been issued are now effective regarding the return of engine and train crews from Sarnia and Belleville, are, in my opinion, entirely consistent with the provisions of the schedule. However, in order to meet your wishes and clarify the matter, the following instructions are being issued.

- (a) Every reasonable effort will be made to protect trains leaving Toronto for Sarnia with Sarnia crews, and only in emergency will Toronto crews be used. If in practice the men consider that Toronto crews are being used unnecessarily, it can be brought to the attention of the Railway Officers, and if necessary, corrective action taken. The same principle to apply between Belleville and Toronto.
- (b) When Toronto crews are used, Toronto to Sarnia they will be returned deadhead or light out of Sarnia, except when by so doing light running in both directions will be involved. The same principle to apply between Belleville and Toronto.
- (c) Regular sections of 490, 492 and 502 will be protected by Sarnia crews.

2. Request made on local Chairman O.R.C. and UTU (T) London by Mr. Stokes for a modification of the intent of Article 83 and 79, conductors' and trainmen's schedule, with respect to the running of unassigned crews from Toronto on trains destined London and Sarnia.

The instructions issued and requests made are consistent with the provisions of the engineers' and trainmen's schedules and do not require a modification of any articles of these schedules. However, to meet your wishes and clarify the matter, the following instructions are being issued:

- (a) London train and engine crews will stand first out at Toronto for trains to London, and Sarnia train and engine crews will stand first out at Toronto for trains to Sarnia.
- (b) As far as consistent with operating conditions, London trains will handle London traffic, and Sarnia traffic.
- (c) Woodstock turns will be manned by Toronto crews.

Yours truly,

**(Sgd) J.F. Pringle**  
General Superintendent



**ADDENDUM 34B**

**Canadian National Railways  
Toronto, Ontario**

April 24, 1943

Mr. J. E. Sutherland  
General Chairman  
United Transportation Union  
Box 254  
Joliette, Quebec

Mr. Thomas Mattingley  
General Chairman  
United Transportation Union  
196 Stuart Street  
Sarnia, Ontario

Mr. W.T. Parr  
General Chairman  
United Transportation Union  
61 Lawton Blvd  
. Toronto, Ontario

Mr. A.M. Brisbin  
General Chairman  
Brotherhood of Locomotive Engineers  
34 Cambridge St. N.  
Lindsay, Ontario

Dear Sirs:

Referring to your letter of March 22nd in connection with train and engine crews operating in unassigned service between London and Toronto.

Instructions are being issued as follows:

Every reasonable effort will be made to protect trains leaving Toronto for London with London crews, and only in emergency will Toronto crews be used. If, in practice, you consider that Toronto crews are being used unnecessarily, the matter can be brought to the attention of the Railway Officers, and if necessary, corrective action taken.

When Toronto crews are used Toronto to London, they will be returned deadhead, or light out of London, except when by so doing light running in both directions will be involved.

The present practice of returning Toronto crews in passenger service from London (such Toronto crews having arrived London in extra passenger service) may continue, also Toronto-Sarnia trains may be filled out at Toronto with London cars for set off at the latter point.

All extra passenger service out of Toronto for London to be handled by Toronto crews, except where crew from London is available on account of having arrived in Toronto in extra passenger service, where there are surplus London crews at Toronto who will not be required in freight service, and who would otherwise be deadheaded home.

I shall be glad to have you acknowledgment that the above meets with your wishes.

Your truly,

**(Sgd) G.A. Stokes**  
General Superintendent

## **ADDENDUM 35**

### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers providing for the manner in which Unassigned (Freight Pool) and Spare Board Locomotive Engineers home terminated in Sarnia, Ontario will establish their turn out of the away from home terminal of Toronto (MacMillan Yard).

IT IS AGREED that effective with the signing of this Memorandum of Agreement:

1. Locomotive Engineers in unassigned service or on spare board will establish their turn at the away from home terminal of Toronto (MacMillan Yard) from the ordering time of their train at Sarnia, Ontario.
2. Available Locomotive Engineers in unassigned service or on the spare board will be called at Toronto (MacMillan Yard) in the usual manner in accordance with Article 62 (now Article 60) of the current Agreement.
3. Such Locomotive Engineers having been passed by another crew or crews en route, in order to hold their turn, shall be considered as being available for call at the away from home terminal upon the arrival time at the change-off point or shop track at MacMillan Yard.
4. Crews deadheading on passenger trains and engine crews on passenger extras shall be recognized as being available for call (1) one hour after the arrival time at Union Station, Toronto.
5. It will be the responsibility of engine crews to inform the crew clerk at the away from home terminal of their time established in accordance with Paragraph 1, above.
6. When a shortage of crews exists at the away from home terminal the first available crew may be called en route.
7. This Memorandum of Agreement shall not in any manner whatsoever either directly or indirectly, form a basis for a grievance or time claim by or on behalf of any employee when such grievance or time claim arises as a consequence of the implementation and application of this Memorandum of Agreement.
8. This Memorandum of Agreement shall remain in effect subject to thirty (30) days' notice in writing from either party of desire to amend, revise or cancel it.

Signed at Toronto, Ontario, this 22nd day of July 1981.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**  
For: Vice-President  
Great Lakes Region

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

## **ADDENDUM 36**

### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes & St. Lawrence Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, and the Brotherhood of Locomotive Engineers providing for the manner in which Unassigned (Freight Pool) and Spare Board Locomotive Engineers home terminated in Belleville, Ontario will establish their turn out of the away from home terminals.

IT IS AGREED that effective with the signing of this Memorandum of Agreement:

1. Locomotive Engineers in unassigned service or on spare board will establish their turn at the away from home terminals from the ordering time of their train at Belleville, Ontario.
2. Available Locomotive Engineers in unassigned service or on the spare board will be called at Toronto and Brockville in the usual manner in accordance with Article 62 (now Article 60) of the current Agreement.
3. Such Locomotive Engineers having been passed by another crew or crews en route, in order to hold their turn, shall be considered as being available for call at the away from home terminal upon the arrival time on the shop track at Toronto Yard and from the arrival time at the change-off point or shop track at Brockville.
4. Crews deadheading on passenger trains and engine crews on passenger extras shall be recognized as being available for call (1) one hour after the arrival time at the Station in Brockville.
5. It will be the responsibility of engine crews to inform the crew clerk at the away from home terminal of their time established in accordance with Paragraph 1, above.
6. When a shortage of crews exists at the away from home terminal the first available crew may be called en route.
7. This Memorandum of Agreement shall not in any manner whatsoever either directly or indirectly, form a basis for a grievance or time claim by or on behalf of any employee when such grievance or time claim arises as a consequence of the implementation and application of this Memorandum of Agreement.
8. This Memorandum of Agreement shall remain in effect subject to thirty (30) days' notice in writing from either party of desire to amend, revise or cancel it.

Signed at Toronto, Ontario, this 1st day of December 1971.

FOR THE COMPANY:

**(Sgd) A. Duguay**  
For: Vice-President  
St. Lawrence Region

**(Sgd) D.W. Brayshaw**  
For: Vice-President  
Personnel & Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

## **ADDENDUM 37**

### **CANADIAN NATIONAL RAILWAY COMPANY Sixth Seniority District Operation Department**

MEMORANDUM OF AGREEMENT with respect to Locomotive Engineers, Firemen/Helpers and Hostlers assigned to the spare boards on the Sixth Seniority District when used in yard or hostling service.

1. Employees assigned to the spare board, who are used in yard or hostling service, will take their turn on the spare board after completion of such service, and if available, and not used prior to having had eight hours off duty exclusive of call time, will be moved to a first out position for road service.
2. In the event an employee books rest upon completion of yard or hostling service the eight hours mentioned in Item 1 above will not become effective until the expiration of rest period so booked.
3. No part of this Memorandum of Agreement shall be used against the Company 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 to indirect result of a violation of this Memorandum of Agreement by another employee covered by this Agreement.
4. This Memorandum of Agreement supersedes and cancels Memorandum of Agreement dated at Toronto, Ont., September 22nd, 1958.
5. This Memorandum of Agreement is subject to cancellation by either party on thirty (30) days' notice in writing.

Signed at Toronto, Ontario, December 30, 1959.

FOR THE COMPANY:

**(Sgd) W.H. Kyle**  
Vice-President

FOR THE EMPLOYEES:

**(Sgd) W.J. Wright**  
General Chairman  
Brotherhood of Locomotive Engineers

**(Sgd) L.J. Brisbin**  
General Chairman  
United Transportation Union

## **ADDENDUM 38**

### **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 protecting service on trains normally scheduled to run between Hornepayne and Armstrong when such trains are detoured via Longlac and Thunder Bay.

The Memorandum of Understanding signed at Toronto, Ontario, September 28, 1978, with respect to the manning of trains operating between Hornepayne and Armstrong when such trains are detoured via Longlac to Thunder Bay or vice versa is cancelled and the following is substituted therefor:

IT IS AGREED that trains normally scheduled to run between Hornepayne and Armstrong will be operated as follows when detoured via Longlac and Thunder Bay:

1. Freight trains normally scheduled to run between Hornepayne and Armstrong operated by Hornepayne locomotive engineers will be operated by such locomotive engineers through Jellicoe to and from Thunder Bay except as provided by Item 4 hereof.
2. Hornepayne locomotive engineers will run first-in, first-out of Thunder Bay for their return trip through Jellicoe to Hornepayne.
3. Trains 335 and 336 running between Thunder Bay and Jellicoe will be operated by Thunder Bay locomotive engineers as well as other trains they normally handle.
4. On those days Trains 335 and 336 are normally scheduled to run but are not run due to congestion on the Kinghorn Subdivision, one unassigned train, which is ordered as close as possible to the scheduled ordering time of Trains 335 and 336, will be operated by Thunder Bay locomotive engineers in each direction between Thunder Bay and Jellicoe in lieu of Trains 335 and 336.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario this 19th day of May, 1988.

FOR THE COMPANY:

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great Lakes Region

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) J.D. Pickle**  
General Chairman

## **ADDENDUM 39**

### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to the interpretation of paragraphs 58.24 and 58.25 of Article 58 (now paragraphs 54.13 and 54.14 of Article 54) (Seniority District Nos. 3, 4 and 6) of the current agreement with the Brotherhood of Locomotive Engineers, insofar as they apply to Locomotive Engineers assigned to spare boards at Hornepayne, Capreol and Nakina, Ontario.

IT IS AGREED that Memorandum of Agreement signed at Toronto, Ontario, August 13, 1976, concerning Engineers assigned to the spare board at Hornepayne and Capreol is hereby cancelled and that the following will apply:

Locomotive Engineers assigned to spare boards at Hornepayne, Capreol and Nakina who are not available, or book sick when called, will not have their names restored to the spare 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, with the understanding that a Locomotive Engineer will not be held off the board for a period in excess of seventy-two (72) hours.

In the event:

1. The Capreol Locomotive Engineer used in his stead was sent to North Bay, Sudbury or South Parry Yards, or for work at any point outside of Capreol, or
2. The Hornepayne Locomotive Engineer used in his stead was sent to work the Longlac Switcher or a Work Train, or
3. The Nakina Locomotive Engineer used in his stead was sent to work a Work Train or for work at Armstrong or any point between Armstrong and Nakina,

then these Locomotive Engineers on becoming available for duty must proceed to that point and take the assignment, and will not be entitled to payment for deadheading.

Signed at Toronto, Ontario, this 11th day of July 1979.

FOR THE COMPANY:

**(Sgd) M. Delgreco**  
For: Vice-President  
Great Lakes Region

**(Sgd) D.C. Fraleigh**  
For: Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

**ADDENDUM 40A**

**MEMORANDUM OF AGREEMENT BETWEEN  
CANADIAN NATIONAL RAILWAYS  
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

MEMORANDUM OF AGREEMENT with respect to Locomotive Engineers assigned to the Spare Board at London, Ontario booking rest.

IT IS AGREED that effective 30 July 1990, the Memorandum of Agreement, signed at Toronto, Ontario, 2 October 1951, with respect to Locomotive Engineers assigned to the spare board at London, Ontario, booking rest, is cancelled and the following is substituted therefor:

Locomotive Engineers assigned to the spare board at London, Ontario, who book more than ten (10) hours rest, will have their names placed at the foot of the spare list when such rest period has expired.

This Memorandum of Agreement is subject to cancellation by either party on thirty (30) days' notice in writing.

Signed at Toronto, Ontario, this 24th day of July 1990.

FOR THE COMPANY:

**(Sgd) A.E. Heft**  
For: Vice-President

**(Sgd) M. Delgreco**  
For: Asst. Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) Jack D. Pickle**  
General Chairman

**ADDENDUM 40B**

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**ADDENDUM 40C**

**CANADIAN NATIONAL RAILWAYS  
St. Lawrence & Great Lakes Regions**

MEMORANDUM OF AGREEMENT with respect to locomotive engineers assigned to the spare board at Hamilton, Ontario, booking rest.

The name of a locomotive engineer assigned to the spare board at Hamilton, Ontario, who books rest will have his name placed at the foot of the spare board when such rest period has expired.

Signed at Toronto, Ontario, June 6, 1957.

FOR THE COMPANY:

**(Sgd) W.H. Kyle**  
Vice-President

FOR THE BROTHERHOOD:

**(Sgd) W.J. Wright**  
General Chairman

**ADDENDUM 40D**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to Locomotive Engineers assigned to the spare board at Kitchener, Ontario, booking rest.

IT IS AGREED that effective 29 June 1980, the Memorandum of Agreement, signed at Toronto, Ontario, July 5, 1954 with respect to locomotive engineers assigned to the spare board at Stratford, Ontario, booking rest, is cancelled and the following is substituted therefor:

Locomotive Engineers assigned to the spare board at Kitchener, Ontario, who book more than ten (10) hours rest, will have their names placed at the foot of the spare list when such rest period has expired.

This Memorandum of Agreement is subject to cancellation by either party on thirty (30) days' notice in writing.

Signed at Toronto, Ontario, this 18th day of June 1980.

FOR THE COMPANY:

**(Sgd) M. Delgreco**  
For: Vice-President  
Great Lakes Region

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations



**ADDENDUM 40E**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to Locomotive Engineers assigned to the Spare Board at Sarnia, Ontario booking rest.

IT IS AGREED that the Memorandum of Agreement signed at Toronto November 24, 1953 is cancelled and the following is substituted therefor:

When a Locomotive Engineer assigned to the Spare Board at Sarnia books in excess of 16 hours rest, his/her name will be placed at the foot of the Spare Board at the expiration of the rest period booked.

This Memorandum of Agreement will be effective on the date of signing.

Signed at Toronto, Ontario, this 21st day of July, 1982.

FOR THE COMPANY:

**(Sgd) M. Delgreco**  
For: Vice-President  
Great Lakes Region

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) C.R. Downey**  
For: General Chairman

**ADDENDUM 40F**

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## **ADDENDUM 41**

### **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 (now paragraph 58.5 of Article 58) 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 (now paragraph 58.5 of Article 58), 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. - Now Article 58.5
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 COMPANY:

**(Sgd) W.T. Wilson**  
For: Asst. Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) John B. Adair**  
General Chairman  
  
**(Sgd) A.J. Speare**  
General Chairman

## **ADDENDUM 42**

### **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 (now paragraphs 58.8 and 58.12 of Article 58) 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 (now paragraphs 58.8 and 58.12 of Article 58) 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.  
  
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 (now paragraph 58.15 of Article 58) will not apply to the junior locomotive engineer. If released, not including recall, prior to the change of time table, 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 (now paragraph 58.12 of Article 58), 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.
2. No part of this Memorandum of Agreement shall be used against the Company 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

#### ADDENDUM 43

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 Company 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 Company 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 Company 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,

**(Sgd) 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 44A**

**CANADIAN NATIONAL RAILWAYS COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to locomotive engineers assigned to the London spare board called to perform service at St. Thomas.

It is agreed that a locomotive engineer assigned to the London spare board, who is called to perform service at St. Thomas, Ontario, will be allowed one hour and thirty minutes (1'30") at pro rata yard rate in each direction, in addition to payment for time worked at St. Thomas.

It is further agreed that the conditions outlined in Articles 66 and 93 (now Articles 63 and 82) of the Collective Agreement are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty (30) days' notice in writing from either party.

Signed at Toronto, Ontario, this 3rd day of May 1968.

FOR THE COMPANY:

**(Sgd) N.A. McLean**  
For: Vice-President

**(Sgd) K.L. Crump**  
For: Vice-President  
Personnel & Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

**ADDENDUM 44B**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to locomotive engineers assigned to the Hamilton spare board called to perform service at Brantford.

It is agreed that a locomotive engineer assigned to the Hamilton spare board, who is called to perform service at Brantford, Ontario, will be allowed two hours and fifteen minutes (2'15") at pro rata yard rate in each direction, in addition to payment for time worked at Brantford, as compensation for deadheading between Hamilton and Brantford.

It is further agreed that the conditions outlined in Articles 66 and 93 (now Articles 63 and 82) of the Collective Agreement are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty (30) days' notice in writing from either party.

Signed at Toronto, Ontario, this 3rd day of May 1968.

FOR THE COMPANY:

**(Sgd) N.A. McLean**  
For: Vice-President  
Great Lakes Region

**(Sgd) K.L. Crump**  
For: Vice-President  
Personnel & Labour  
Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

**ADDENDUM 44C**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to Locomotive Engineers assigned to the Toronto spare board called to perform service at Oshawa.

It is agreed that a Locomotive Engineer assigned to the Toronto spare board, who is called to perform service at Oshawa, Ontario, will be allowed two hours and thirty minutes at pro rata yard rate in each direction, in addition to payment for time worked at Oshawa, as compensation for deadheading between Toronto and Oshawa.

It is further agreed that the conditions outlined in Articles 27.7 (now paragraph 16.9 of Article 16), 66 (now Article 63) and 93 (now Article 82) of the Collective Agreement are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario, this 20th day of October 1969.

FOR THE COMPANY:

**(Sgd) N.A. McLean**  
For: Vice-President  
Great Lakes Region

**(Sgd) W.S. Mason**  
For: Vice-President  
Personnel & Labour  
Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

**ADDENDUM 44D**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to locomotive engineers assigned to the Hamilton spare board called to perform service at Simcoe, Ontario.

It is agreed that a locomotive engineer assigned to the Hamilton spare board, who is called to perform service at Simcoe, Ontario, will be allowed three hours at pro rata yard rate in each direction, in addition to payment for time worked at Simcoe, as compensation for deadheading between Hamilton and Simcoe.

It is further agreed that the conditions outlined in Articles 27.7 (now paragraph 16.9 of Article 16), 66 (now Article 63) and 93 (now Article 82) of the Collective Agreement are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario, this 16th day of July 1971.

FOR THE COMPANY:

**(Sgd) N.A. McLean**  
For: Vice-President  
Personnel & Labour  
Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**  
General Chairman

#### **ADDENDUM 44E**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to Locomotive Engineers assigned to the Toronto spare board, called to perform service in the following Yards: Oakville, Clarkson, Port Credit and Ajax, Toronto Area.

It is agreed, effective 19 August 1971, that a locomotive engineer assigned to the Toronto spare board, who is called to perform service in the following yards: Oakville, Clarkson, Port Credit and Ajax, will be allowed one hour and thirty minutes (1'30") at pro rata yard rate in each direction, in addition to payment for time worked in the above mentioned yards, as compensation for deadheading between Toronto and the above mentioned yards.

It is further agreed that the conditions outlined in Articles 27.7 (now paragraph 16.9 of Article 16), 66 (now Article 63) and 93 (now Article 82) of the Collective Agreement are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ont., this 13th day of August 1971.

FOR THE COMPANY:

**(Sgd) N.A. McLean**

For: Vice-President  
Great Lakes Region

**(Sgd) W.S. Mason**

For: Vice-President  
Personnel & Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**

General Chairman

#### **ADDENDUM 44F**

##### **CANADIAN NATIONAL RAILWAYS Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to Locomotive Engineers assigned to the London spare board called to perform service at Ingersoll or Woodstock.

It is agreed that a Locomotive Engineer assigned to the London spare board, who is called to perform service at Ingersoll or Woodstock, will be allowed the following payment at pro rata yard rates in each direction, in addition to payment for time worked at the location for which called, as compensation for deadheading:

Ingersoll	-	One hour and thirty minutes (1'30")
Woodstock	-	Two hours (2'00")

It is further agreed that the conditions outlined in Articles 66 and 93 (now Articles 63 and 82) of the Collective Agreement are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty (30) days' notice in writing from either party.

Signed at Toronto, Ontario, this 2nd day of June, 1972.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**

For: Vice-President  
Great Lakes Region

**(Sgd) W.S. Mason**

For: Vice-President  
Personnel & Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) E.J. Davies**

General Chairman

#### **ADDENDUM 44G**

##### **CANADIAN NATIONAL RAILWAYS Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to Locomotive Engineers assigned to the Belleville spare board called to perform service at Trenton, Cobourg and Kingston.

It is agreed that a Locomotive Engineer assigned to the Belleville spare board, who is called to perform service at Trenton, Cobourg or Kingston, will be allowed the following payment at pro rata yard rates in each direction, in addition to payment for time worked at the location for which called, as compensation for deadheading:

Trenton	-	Two hours (2'00 )
Cobourg	-	Two hours and thirty minutes (2'30 )
Kingston	-	Two hours and thirty minutes (2'30 )

It is further agreed that the conditions outlined in Articles 66 and 93 (now Article 63 and 82) of the Collective Agreement are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty (30) days' notice in writing from either party.

Signed at Toronto, Ontario, this 9th day of September 1974.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

**(Sgd) D.W. Brayshaw**

For: Vice-President, Great Lakes Region

**(Sgd) John B. Adair**

General Chairman

**(Sgd) W.S. Mason**

For: Vice-President Personnel & Labour Relations

#### **ADDENDUM 44H**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to Locomotive Engineers assigned to the Hamilton spare board called to perform service at Burlington, Ontario.

It is agreed that a locomotive engineer assigned to the Hamilton spare board, who is called to perform service at Burlington, Ontario, will be allowed one hour at pro rata yard rate in each direction, in addition to payment for time worked at Burlington, as compensation for deadheading.

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario, this 25th day of May, 1976.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

**(Sgd) D.W. Brayshaw**

For: Vice-President, Great Lakes Region

**(Sgd) John B. Adair**

General Chairman

**(Sgd) W.S. Mason**

For: Vice-President  
Personnel & Labour Relations



**ADDENDUM 44J**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT with respect to payment for deadheading to Locomotive Engineers assigned to the Fort Erie spare board called to perform service at Port Colborne, Ontario.

It is agreed that a locomotive engineer assigned to the Fort Erie spare board, who is called to perform service at Port Colborne, Ontario, will be allowed two hours at pro rata yard rate in each direction, in addition to payment for time worked at Port Colborne, as compensation for deadheading.

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario this 31st day of December 1976.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**

For: Vice-President  
Great Lakes Region

**(Sgd) D.C. Fraleigh**

For: Vice-President  
Personnel & Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) John B. Adair**

General Chairman

**ADDENDUM 44K**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region and the Brotherhood of Locomotive Engineers, with respect to payment for deadheading to Locomotive Engineers assigned to the Kitchener spare board called to perform service at Guelph, Stratford, or Goderich, Ontario.

It is agreed that, effective 29 June 1980, a Locomotive Engineer assigned to the Kitchener spare board, who is called to perform service at Guelph, Stratford, or Goderich will be allowed the following daily payment, in each direction, at the pro rata rate of the service performed, in addition to payment for time worked at the location for which called, as compensation for deadheading:

Guelph - One Hour (1'00")  
Stratford - Two Hours (2'00")  
Goderich - Three Hours (3'00")

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement applies to an employee who provides his own transportation.

However, in the event an employee is unable to provide his own transportation in accordance with the foregoing, the provisions of Article 66 (now Article 63) of Agreement 1.1 will apply.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario, this 24th day of April 1980.

FOR THE COMPANY:

**(Sgd) M. Delgreco**  
For: Vice-President  
Great Lakes Region

**(Sgd) S.T. Cooke**  
Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

#### **ADDENDUM 44L**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the Brotherhood of Locomotive Engineers, with respect to payment for deadheading to locomotive engineers assigned to the Belleville spare board called to perform service at Peterborough, Ontario.

It is agreed that a Locomotive Engineer assigned to the Belleville spare board, who is called to perform service at Peterborough, will be allowed four hours in each direction at the pro rata rate of pay of service performed, in addition to payment for time worked at Peterborough, as compensation for deadheading. If the spare board is exhausted thus making it necessary to call a locomotive engineer assigned to other than the spare board, such locomotive engineer will also be paid as herein provided.

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario, this 11th day of July 1980.

FOR THE COMPANY:  
**(Sgd) M. Delgreco**  
General Chairman, Great Lakes Region

FOR THE BROTHERHOOD:  
**(Sgd) P.M. Mandziak**  
For: Vice-President

**(Sgd) G.E. Morgan**  
For: Vice-President, Labour Relations

#### **ADDENDUM 44M**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the Brotherhood of Locomotive Engineers, with respect to payment for deadheading to Locomotive Engineers assigned to the Windsor Spare Board, called to perform service at Chatham, Ontario.

It is agreed that a Locomotive Engineer assigned to the Windsor Spare Board, who is called to perform service at Chatham, will be allowed three hours (3'00") in each direction, at the pro rata rate of the service performed, in addition to payment for time worked at Chatham, as compensation for deadheading.

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement applies to an employee who provides his own transportation.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario this 26th day of May, 1982.

FOR THE COMPANY:  
**(Sgd) M. Delgreco**  
For: Vice-President, Great Lakes Region

FOR THE BROTHERHOOD:  
**(Sgd) P.M. Mandziak**  
General Chairman

**(Sgd) G.E. Morgan**  
For: Vice-President, Labour Relations

**ADDENDUM 44N**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the Brotherhood of Locomotive Engineers, with respect to payment for deadheading to Locomotive Engineers assigned to the Toronto Spare Board, called to perform service at Bradford, Ontario.

It is agreed that a Locomotive Engineer assigned to the Toronto Spare Board, who is called to perform service at Bradford, will be allowed two and one-half hours (2'30 ) in each direction, at the pro rata rate of the service for which called, as compensation for deadheading.

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario this 18th day of August, 1982.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**  
For: Vice-President  
Great Lakes Region

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

**ADDENDUM 44P**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the Brotherhood of Locomotive Engineers, with respect to payment for deadheading to Locomotive Engineers assigned to the Toronto Spare Board, called to perform service at Stouffville, Ontario

It is agreed that a Locomotive Engineer assigned to the Toronto Spare Board, who is called to perform service at Stouffville, will be allowed two hours (2'00 ) in each direction, at the pro rata rate of the service for which called, as compensation for deadheading.

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario this 18th day of August, 1982.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**  
For: Vice-President  
Great Lakes Region

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

#### **ADDENDUM 44Q**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the Brotherhood of Locomotive Engineers, with respect to payment for deadheading to Locomotive Engineers assigned to the Hamilton Spare Board, called to perform service at Jarvis, Ontario.

It is agreed that Locomotive Engineers assigned to the Hamilton Spare Board, who are called to perform service at Jarvis, Ontario will be allowed two and one-half hours (2'30") in each direction, at the pro rata rate of the service performed, as compensation for deadheading.

It is further agreed that Articles 66 and 93 (now Articles 63 and 82) of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing by either party.

Signed at Toronto, Ontario this 18th day of February, 1983.

FOR THE COMPANY:

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great Lakes Region

**(Sgd) M. Delgreco**  
For: Asst Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

#### **ADDENDUM 44R**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the Brotherhood of Locomotive Engineers, with respect to payment to Locomotive Engineers assigned to Toronto called to perform service at Whitby, Ontario.

IT IS AGREED that a Locomotive Engineer assigned to Toronto, who is called to perform service at Whitby, Ontario, will be allowed two hours and fifteen minutes in each direction, at pro rata yard rate, in addition to time worked at Whitby, as compensation for deadheading. The transportation cost for deadheading shall be borne by the employee concerned.

It is further agreed that Articles 16.7, 63 and 82 of Agreement 1.1 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing from either party.

Signed at Toronto, Ontario, this 30th day of January 1989.

FOR THE COMPANY:

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great-Lakes Region

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) Jack D. Pickle**  
General Chairman

## **ADDENDUM 45**

### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between Canadian National Railway Company, Great Lakes Region, and the Brotherhood of Locomotive Engineers, providing payment to certain Locomotive Engineers called to perform service at Malport Yard, Toronto, Ontario.

It is agreed that effective May 12, 1978, the Memorandum of Agreement dated June 7, 1973 with respect to payment to certain locomotive engineers called to perform service at Malport Yard, Toronto, Ontario, is cancelled and the following is substituted therefor:

1. Locomotive engineers having a service date in the running trades prior to April 25, 1971, who are assigned to the Toronto Engineers' spare board and called to perform service at Malport Yard or regularly assigned engineers called under the provisions of Article 48-A (now Articles 51 and 52), will be allowed one hour at the pro rata yard rate in each direction, in addition to payment for time worked at Malport.
2. The Company will not be responsible for transportation to or from Malport Yard.

Signed at Toronto, Ontario, this 28th day of April 1978.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**  
For: Vice-President  
Great Lakes Region

FOR THE BROTHERHOOD:

**(Sgd) John B. Adair**  
General Chairman

APPROVED:

**(Sgd) D.C. Fraleigh**  
For: Assistant  
Vice-President  
Labour Relations

#### **ADDENDUM 46**

##### **CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company, Great Lakes Region, with respect to payment of a travel allowance to Sarnia based road service employees in Laser Train Service who report for duty or are released from duty at Port Huron, Michigan.

IT IS AGREED THAT:

1. Sarnia road service employees who are required to report for duty or who are released from duty at Port Huron, Michigan, will be provided free transportation between Sarnia, Ontario and Port Huron, Michigan.
2. Road service crews referred to in Clause 1 hereof will be required to register, receive train orders, etc., at Sarnia.
3. Road service crews referred to in Clause 1 above will be allowed an arbitrary of one hour in each direction for such movement at the rate applicable to the service for which called.

This Memorandum of Agreement is subject to cancellation on thirty days' notice in writing by either party.

Signed at Toronto, Ontario this 15th day of August, 1985.

FOR THE COMPANY:

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great Lakes Region

**(Sgd) M. Delgreco**  
For: Assistant  
Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) P.M. Mandziak**  
General Chairman

#### **ADDENDUM 47**

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## **ADDENDUM 48**

### **Held Off for Investigation**

Transportation & 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, Alta.

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 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 state 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 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 lay-over 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 offense justifies the total discipline assessed.

Nevertheless, there may well be instances where minor infractions or where guilt is highly questionable, when employees are 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 hearing. They alleged that these supplementary investigations could be substantially reduced if the investigation was properly planned in the first instance.

The B.L.F.E. has repeated the same objections during negotiations and the same was heard from the B.R.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

cc: J.W. Demcoe,  
Vice-President & General Manager, Detroit, Michigan



## ADDENDUM 49

### INTENTIONALLY LEFT BLANK

## ADDENDUM 50

### 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 Company'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 cooperation."

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 the light of this kind of background dialogue which has taken place between the Company 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 straightforward 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 2 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 Company 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 pilot 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 Company will provide appropriate training for both Company 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,

**(Sgd) D.L. Fletcher**  
Chief of Transportation

**(Sgd) S.T. Cooke**  
Vice-President, Labour Relations

**(Sgd) A.R. Williams**  
Vice-President, Great Lakes Region

I CONCUR:

**(Sgd) F.R. Oliver**  
General Chairman, United Transportation Union

**(Sgd) P.M. Mandziak**  
General Chairman, Brotherhood of Locomotive Engineers

**(Sgd) G.E. McLellan**  
General Chairman, Brotherhood of Locomotive Engineers

## APPENDIX A

### CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region

May 28, 1980

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, the United Transportation Union and the Brotherhood of Locomotive Engineers.

IT IS AGREED THAT effective October 6, 1980, the Company 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 Company 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 Company officer 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 company officer. Normal practice with respect to the administration of Rule 'G' insofar as company 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 judgment** 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 offense 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 company 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 company 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 District Manager. If in the opinion of this addiction specialist it is revealed that the employee does **not have** a problem the provisions of Item No. 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 company'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 District Manager 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 District Manager and the General Chairman will be advised of the position being taken by the Company 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 discharge in accordance with Company 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 any one 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 COMPANY:

**(Sgd) D.L. Fletcher**  
Chief of Transportation

**(Sgd) S.T. Cooke**  
Vice-President  
Labour Relations

**(Sgd) A.R. Williams**  
Vice-President  
Great Lakes Region

FOR THE EMPLOYEES:

**(Sgd) P.M. Mandziak**  
General Chairman  
Brotherhood of Locomotive Engineers

**(Sgd) F.R. Oliver**  
General Chairman  
United Transportation Union

**(Sgd) G.E. McLellan**  
General Chairman  
United Transportation Union

## ADDENDUM 51

### 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 any one 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 first 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 company which is a signatory hereto and any non-signatory railway company 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 of its accession and attornment 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.
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 111, 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 111, Que.

Signed at Montreal, Quebec, this 1st day of September 1971.



## **ADDENDUM 52**

January 8, 1986

Mr. P.M. Mandziak  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 208  
St. Thomas, Ontario N5P 3T7

Mr. G. Thibodeau  
General Chairman  
Brotherhood of Locomotive Engineers  
206 - 1026 St. Jean St.  
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 Company agrees with your assessment concerning the determinative value of these taped conversations. Consequently, while the Company 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 Company 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,

**(Sgd) J.A. Clark**  
Chief of Transportation

cc: Mr. J.B. Adair, Vice-President & Canadian Director,  
Brotherhood of Locomotive Engineers, Ottawa

### ADDENDUM 53

January 8, 1986

Mr. P.M. Mandziak  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 208  
St. Thomas, Ontario N5P 3T7

Mr. G. Thibodeau  
General Chairman  
Brotherhood of Locomotive Engineers  
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 Company 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 (now paragraphs 68.1 and 68.2 of Article 68) of Agreement 1.1 and paragraphs 77.1 and 77.2 of 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 Company as shown on Form T-4 issued by the Company.

The Brotherhood stated that this was fully understood.

Yours truly,

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

## **ADDENDUM 54**

### **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 Company 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 COMPANY:

**(Sgd) G.H. Bloomfield**  
Assistant Vice-President  
Labour Relations

FOR THE EMPLOYEES:

**(Sgd) D.E. McAvoy**  
General Chairman  
Brotherhood of Locomotive  
Engineers

**(Sgd) E.J. Davies**  
General Chairman  
Brotherhood of Locomotive  
Engineers

**(Sgd) Paul LaRochelle**  
General Chairman  
United Transportation Union

**(Sgd) G. Robt. Ashman**  
General Chairman  
United Transportation Union

**(Sgd) G.E. McLellan**  
Assistant General Chairman  
United Transportation Union

## ADDENDUM 55

Toronto, Ontario

14 March 1985

Mr. G. Thibodeau  
General Chairman  
Brotherhood of Locomotive Engineers  
206-1026 St. Jean Street  
Quebec, Quebec  
GIR IR7

Mr. P.M. Mandziak  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 208  
St. Thomas, Ontario  
POT 2HO

Dear Sirs:

This letter is to advise you that while vacations of less than three weeks may not be split, employees who qualify for three, four or five weeks' vacation with pay will be permitted to split such annual vacation provided no additional expense occurs to the Company and under the following conditions.

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 paragraph 115.10 of Article 115 (now paragraph 77.14 of Article 77) - Annual Vacation.

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.

This letter supersedes and cancels all other instructions concerning the splitting of annual vacation and reflects our discussions on March 14, 1985.

Yours truly,

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great Lakes Region

**(Sgd) P.J. Thivierge**  
For: Vice-President  
St. Lawrence Region

**(Sgd) H.J. Koberinski**  
For: Vice-President  
Atlantic Region

## ADDENDUM 56A

January 8, 1986

Mr. P.M. Mandziak  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 208  
St. Thomas, Ontario  
N5P 3T7

Mr. G. Thibodeau  
General Chairman  
Brotherhood of Locomotive Engineers  
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 National Negotiations, the Brotherhood submitted the following proposal for a new rule to be incorporated into Agreements 1.1 and 1.2:

### **Remote Controlled Locomotive Operation-New Rule**

The Brotherhood of Locomotive Engineers shall be the sole bargaining agent for employees operating any type of motive power, whether such power is directly or remotely controlled.

During negotiations on this proposal, the Brotherhood expressed concern that the Company, by issuance of a notice pursuant to the Adverse Effects provisions of the Collective Agreements, could initiate transfer of work traditionally assigned to its members to members of other bargaining units. The Brotherhood argued that, in their view, the introduction of unmanned automated locomotives was not the type of change contemplated by the Adverse Effects provisions in the collective agreements.

The Company did not share the Brotherhood's view and stated that in its opinion the introduction of such technological innovations was precisely the type of change contemplated by the Adverse Effects provisions. The process outlined therein provides the procedures to negotiate the minimization of any adverse effects on the employees. Further, it was the Company's view that the matter dealt with by the Brotherhood's proposed new rule falls within the jurisdiction of the Canada Labour Relations Board and as such is not properly a matter for collective bargaining. The Company informed you that we were not prepared to accede to this proposal.

Later in our negotiations the Brotherhood expressed a concern that certain technological innovations currently being developed might lead to the operation of unmanned locomotives in road service. You asked whether such a technological change could be put into effect by issuance of a notice pursuant to the Adverse Effects provisions.

In reply to this larger issue the Company informed you that it understood your concerns. While the Company was not prepared to accede to your proposal as submitted, we were nevertheless prepared to give you assurance that if technology advances to the stage that it is operationally feasible to introduce the operation of unmanned locomotives in road service, the Company will negotiate such technological change during the open period of the Collective Agreement. Such negotiation would be dealt with under the provisions of Section 180 of the Canada Labour Code and the introduction of the operation of unmanned locomotives in road service will not take place until the provisions of Section 180 of the Canada Labour Code (Part V) have been complied with, or until some other mutually satisfactory resolution of the matter is agreed to. It is understood of course that this assurance does not apply to the introduction of remote control motive power which may be operated in the consist of the train.

Yours truly,

**(Sgd) D.C. Fraleigh**

Assistant Vice-President, Labour Relations

cc: Mr. J.B. Adair, Vice-President & Canadian Director, Brotherhood of Locomotive Engineers, Ottawa

**ADDENDUM 56B**

January 8, 1986

Mr. P.M. Mandziak  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 208  
St. Thomas, Ontario N5P 3T7

Mr. G. Thibodeau  
General Chairman  
Brotherhood of Locomotive Engineers  
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 national negotiations, the Brotherhood sought assurance that a certain level of benefits would be accorded to employees represented by the Brotherhood who may be affected by the introduction of remote controlled locomotives in the Company Hump Yards.

In this regard, the Company assured the Brotherhood that in the area of early retirements and other benefits, employees would be offered a level of benefits which would not be less than that provided in the VIA Special Agreements, with the proviso that, in respect to early retirements, the benefit level would be calculated on the basis that employees would be considered as being members of the Company 1959 Pension Plan. We trust the foregoing addresses the concern of the Brotherhood in this matter.

Yours truly,

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

cc: Mr. J.B. Adair,  
Vice-President & Canadian Director,  
Brotherhood of Locomotive Engineers, Ottawa

## ADDENDUM 57A

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 1754 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 Company. 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 Company 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 Company 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 Company 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 Company's point of view, such a right would not lead to a solution to the problems of your membership since matters of judgment 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 Company, for requiring Locomotive Engineers to take out allegedly "unsatisfactory" locomotives, would be equally unworkable.

While unable to accede to your demands, the Company 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 cooperation and problem resolution between the Parties regarding this and other issues.

Yours truly,

**(Sgd) J.L. Cann**  
Vice-President  
Operations

cc: Mr. J.B. Adair, Vice-President,  
Brotherhood of Locomotive Engineers,  
Ottawa, Ontario.



## **ADDENDUM 57B**

Montreal, Quebec

June 11, 1986

Mr. P.M. Mandziak  
General Chairman  
Brotherhood of Locomotive Engineers  
360 Talbot Street  
St. Thomas, Ontario  
H5P 3T7

Mr. P. Seagris  
General Chairman  
Brotherhood of Locomotive Engineers  
549 Regent Avenue West  
Winnipeg, Manitoba  
R2C 1R9

Mr. G. Hallé  
General Chairman  
Brotherhood of Locomotive Engineers  
Suite 206 - 1026 St. Jean  
Quebec, Quebec  
G1R 1R7

Dear Sirs:

I am writing to you to confirm the conversation I had with you today concerning the initiatives we are undertaking to maximize the utilization of RSC equipped locomotives in lead position in through freight service on our single track transcontinental mainlines.

The commitment made by Mr. R.A. Walker to the BLE at a meeting in Montreal on March 11th 1976 and reaffirmed by Mr. D.L. Fletcher in 1982, to provide a comfort cab in lead position in the locomotive consist when the consists include one of these units providing this can be accomplished without unreasonable delay will now be modified as follows:

When a locomotive consist contains a locomotive equipped with RSC it will be marshalled and dispatched in lead position even though in some instances it may not be equipped with a comfort cab if there is not a locomotive equipped with RSC and a comfort cab which could be obtained without unreasonable delay to the train.

I reaffirm my commitment to you to provide an RSC equipped locomotive with a comfort cab when it is feasible to do so.

It is our intention to carry out the modifications to the RSC systems agreed to at our recent System Cab Committee meeting and to equip 200 additional locomotives with comfort cabs and RSC in 1986 with a further 300 to be done in 1987. This will enable us to operate at least 65% of the through freight trains on the single track section of the transcontinental mainline with RSC equipped locomotives in lead position effective January 1st 1987 and 100% after January 1st 1988.

I regret having to take these decisions, however, in light of the serious doubts which have been raised during the course of the "Fois Inquiry" into the accident at Hinton concerning the effectiveness of the Deadman Control system, I do not believe there is any other responsible course of action.

(Sgd) J.A. Clark  
Chief of Transportation

## **ADDENDUM 57C**

June 21, 1989

Mr. D.S. Kipp  
General Chairman  
Brotherhood of Locomotive Engineers  
310-2265 Pembina Highway  
Winnipeg, Manitoba  
R3T 5J3

Mr. J.D. Pickle  
General Chairman  
Brotherhood of Locomotive Engineers  
559 Exmouth Street  
Sarnia, Ontario  
N7T 5P6

Mr. G. Hallé  
General Chairman  
Brotherhood of Locomotive Engineers  
25 Place Marche Champlain, Fl. 2  
Quebec, Quebec  
G1K 4H7

Gentlemen:

During the current round of negotiations, the Brotherhood sought clarification with respect to additional compensation when locomotive engineers perform certain work not normally associated with their tour of duty as provided in Appendix C of Agreement 1.1 and Addendum 31 of Agreement 1.2.

In this regard, the Company informed you that Section B of the aforementioned Appendix C and Addendum 31 outlines the duties of locomotive engineers during preparatory and final inspection time. Section C provides for additional payment when duties other than those specifically designated in Section B are performed at points where maintenance staff is not available. As stated in Section C, the duties referred to can be broadly described as those which are essential in order that the train can proceed without unnecessary delay.

As you are aware, negotiations involving this particular subject have taken place from time to time since at least 1962. Throughout this process, it has been agreed that, in certain instances, locomotive engineers would be paid for time occupied performing duties other than those specified in Section B, on a minute by minute basis, over and above time paid for other service. Certain criteria, however, must be met before payment accrues pursuant to these provisions.

First, such payment is confined to points where equipment maintenance staff is not available. Furthermore, the duties referred to in Section C are confined to points where, and the period of time during which, locomotive engineers take charge of or release their locomotive consist. It would not normally apply once a locomotive engineer has departed the shop track or change-off point and commenced work.

However, there may be certain exceptions. For instance, should a locomotive engineer be required to obtain drinking water, or clean windows, it may well be practicable to have the locomotive engineer move the locomotive consist off the shop track and onto the train where such duties could then be completed without incurring delay. The locomotive engineer would, in such instances, be paid for the time so occupied pursuant to Section C.

In summary, at points where equipment maintenance staff is not available, when duties other than those outlined in Section B, are performed by locomotive engineers, they will be paid for time so occupied, on the minute basis, over and above time paid for other service even though this might result in duplicate payment.

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

## ADDENDUM 57D

June 21, 1989

Mr. D.S. Kipp  
General Chairman  
Brotherhood of Locomotive Engineers  
310-2265 Pembina Highway  
Winnipeg, Manitoba  
R3T 5J3

Mr. J.D. Pickle  
General Chairman  
Brotherhood of Locomotive Engineers  
559 Exmouth Street  
Sarnia, Ontario  
N7T 5P6

Mr. G. Hallé  
General Chairman  
Brotherhood of Locomotive Engineers  
25 Place Marche Champlain, Fl. 2  
Quebec, Quebec  
G1K 4H7

Gentlemen:

One of the Brotherhood's demands during the current round of negotiations concerned the provision of a working refrigerator, chemical toilet and hot plate on all locomotives used as the leading locomotive in the consist.

You are no doubt aware that Canadian National is regarded as a forerunner in the North American railway industry in providing the most modern and up-to-date standards in respect of the cab environment as was recently acknowledged by the President of the Brotherhood. In fact, the Federal Railway Administration in the United States has adopted CN's cab design as its own standard for cabs in the U.S. These standards were developed in consultation with the Brotherhood through its participation on the System Cab Committee. It is our aim to maintain or better these high standards through continued consultation with the Brotherhood.

For example, the Brotherhood has recently drawn the high failure rate of some refrigerators to the Company's attention. As a result of a survey, the Company has determined that the problem is primarily associated with a particular manufacturer's model which had been installed on a portion of our locomotive fleet. As a result of these findings, the Company has decided to replace this particular model with a larger, more dependable model supplied by a different manufacturer.

In the interim, in instances when a refrigerator on the lead locomotive is found to be malfunctioning, the Company has agreed to supply ice at points where the locomotive engineer takes charge of the consist and provided a supply is readily available.

During our discussions on the matter you were advised that all of the high horsepower fleet is equipped with refrigerators, chemical toilets and hot plates. It is our intention to equip all new and remanufactured locomotives, where physically possible, with such appliances. There are, however, low horsepower road locomotives still in service which are not totally equipped. Present plans call for the phasing out of these locomotives over the next five years and, barring an economic setback, current projections see this as being accomplished.

While we cannot, at this time, provide a guarantee that all lead locomotives will be equipped with the aforementioned appliances, the Company will continue to do its utmost to provide the aforementioned appliances on the lead locomotive.

**(Sgd) D.H. Grant**  
Chief of Transportation

cc: V.H. Mizrahi,  
Chief of Motive Power and Car Equipment

## **ADDENDUM 58**

Montreal, Quebec  
May 21, 1982

R.A. Walker, Regional Vice-President, Edmonton, Alberta  
R.J. Hansen, Regional Vice-President, Winnipeg, Manitoba  
G.A. Van de Water, Regional Vice-President, Toronto, Ontario  
Y.H. Masse, Regional Vice-President, Montreal, Quebec  
R.G. Messenger, Regional Vice-President, Moncton, N.B.

The Brotherhood of Locomotive Engineers and United Transportation Union submitted a proposal during National negotiations to prohibit the Company changing existing practice(s) or accepted interpretations(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 Company and the General Chairman affected.

Would you please draw this to the attention of your Regional officers.

**(Sgd) W.H. Morin**

Vice-President, Labour Relations

cc: Mr. J.L. Cann, Vice-President, Operations, Montreal, Quebec  
Mr. J.B. Adair, Vice-President,  
Brotherhood of Locomotive Engineers, Ottawa, Ontario  
Mr. R.T. O'Brien, Vice-President, United Transportation Union, Ottawa, Ontario

## **ADDENDUM 59**

### **CANADIAN NATIONAL RAILWAY COMPANY Atlantic, St. Lawrence and Great Lakes Regions**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers in respect to regularly assigned locomotive engineers in freight service who are called and cancelled.

IT IS AGREED, that effective July 1, 1989, the following provisions will apply to regularly assigned locomotive engineers in freight service who are called and cancelled pursuant to paragraph 62.2 of Article 62 of Agreement 1.1; that is, cancelled after leaving the shop track or designated track:

1. Regularly assigned locomotive engineers in freight service who are cancelled after leaving the shop track or designated track will be given the opportunity to follow the assignment for which originally called provided that:
  - (a) they have not given notification of the desire to book rest pursuant to paragraphs 29.5 to 29.11, inclusive, of Article 29 prior to being cancelled; and
  - (b) they do not book rest in accordance with paragraph 62.5 of Article 62 upon being cancelled.
2. Locomotive engineers who follow the assignment for which originally called in accordance with paragraph 1 hereof will commence a new tour of duty.
3.
  - (a) If they do not elect to follow the assignment for which originally called, locomotive engineers may, upon being cancelled, book rest in accordance with paragraph 62.5 of Article 62 of Agreement 1.1.
  - (b) Upon doing so, such locomotive engineers may, at their option, be placed first up in unassigned service on the subdivision(s) normally run on their regular assignment.
  - (c) If there is no unassigned service operating on such subdivision(s), such locomotive engineers may, at their option, be placed first up in unassigned service on such other subdivision(s) as may best approximate the road miles normally paid on their regular assignment.
  - (d) Locomotive engineers electing to be placed first up in unassigned service will so advise the Crew Management Centre at the time of booking rest in accordance with paragraph 62.5 of Article 62.
4. The application of this Memorandum of Agreement will not constitute a runaround.
5. Locomotive engineers covered by this Memorandum of Agreement will, upon being cancelled, be paid in accordance with paragraph 62.2 of Article 62 of Agreement 1.1; that is not less than 100 miles at the graduated rate applicable to the service for which originally called.
6.
  - (a) This Memorandum of Agreement is subject to cancellation upon 30 days written notice from either party to the other.
  - (b) The cancellation of this Memorandum of Agreement pursuant to sub-paragraph 6(a) hereof shall cause the parties to meet within 30 days of such cancellation to negotiate corresponding appropriate measures to fulfill the intent of this Memorandum.

Signed at Montreal, Quebec this 21st day of June, 1989.

FOR THE COMPANY:

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) Gilles Hallé**  
General Chairman

**(Sgd) J.D. Pickle**  
General Chairman

## **ADDENDUM 60**

### **CANADIAN NATIONAL RAILWAY COMPANY St. Lawrence Region**

MEMORANDUM OF AGREEMENT between Canadian National Railway and the Brotherhood of Locomotive Engineers, with respect to the manning of locomotive engineers assigned to the Joffre West Preferred Pool at the away and home terminal.

IT IS AGREED THAT effective with the signing of this Memorandum of Agreement:

1. All freight trains (excluding snow plow, work train, freight trains operated by regular assigned locomotive engineers) including those specified in Article 16.2, operating through from Quebec Terminal to Montreal, will be operated by a Preferred Pool.
2. Locomotive engineers will retain their original turn in the pool at the away and home terminal, based on their relative standing in the pool at the home terminal at the time called. In the application of the foregoing sentence, locomotive engineers must be off duty and available for a two-hour call as provided by paragraph 60.1 of Article 60 (Calling). Locomotive engineers assigned to the Joffre West Pool who make themselves unavailable, who book sick, or fail to respond to a call shall be replaced by a locomotive engineer from the spare board, and in such cases will not take their turn on the pool list until the employee relieving them have returned to the home station.
3. Locomotive engineers required to make a round trip or perform a day's work out of Montreal, will retain their original standing in the pool and must be off duty in time to accept a two (2) hour call pursuant to Article 60 of Agreement 1.1.
4. This Memorandum of Agreement shall not in any manner whatsoever, either directly or indirectly, form the basis of a grievance or time claim by or on behalf of any employee when such grievance or time claim arises as a result of the implementation of this Memorandum of Agreement.
5. This Memorandum of Agreement shall remain in effect subject to (30) thirty days' notice in writing from either party of desire to amend, revise or cancel it.

Signed at Quebec, this 24th day of April, 1989.

FOR THE COMPANY:

**(Sgd) John Pasteris**  
For: J.R. Lagacé  
Regional Vice-President

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) Richard Bailey**  
Local Chairman  
Division 558

**(Sgd) Gilles Hallé**  
General Chairman  
Brotherhood of Locomotive  
Engineers

## ADDENDUM 61

June 21, 1989

Mr. D.S. Kipp  
General Chairman  
Brotherhood of Locomotive Engineers  
310-2265 Pembina Highway  
Winnipeg, Manitoba R3T 5J3

Mr. J.D. Pickle  
General Chairman  
Brotherhood of Locomotive Engineers  
559 Exmouth Street  
Sarnia, Ontario N7T 5P6

Mr. G. Hallé  
General Chairman  
Brotherhood of Locomotive Engineers  
25 Place Marche Champlain, Fl. 2  
Quebec, Quebec G1K 4H7

Gentlemen:

During the current round of negotiations the Brotherhood submitted a demand to amend the bereavement leave provisions of the collective agreements in respect to the time during which the three days leave could be taken. The amendment sought by the Brotherhood would have allowed the employee the entitlement to elect leave on any three days in the first seven calendar days immediately following the death.

One of the reasons behind this demand concerned road service employees who, as a result of being on bereavement leave, miss their assignment, or turn in the pool, which operates out of the home terminal on the third day of such leave.

Consequently, they are not in position at the away-from-home terminal to work the return leg of that assignment. If the return leg operates on the following calendar day (i.e. on the day after bereavement leave has expired), these employees do, in fact, lose earnings.

While the Company would not accede to the Brotherhood's demand, it did agree that, in the circumstances described above, that is, if the return trip is on the day after bereavement leave expires the employee would be compensated pursuant to the bereavement leave provisions of the collective agreement.

Therefore, an employee 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 notwithstanding that such tour of duty occurred outside the three calendar days specified in the bereavement leave provisions of the collective agreement.

Yours truly,

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

cc: S.A. Warner, Vice-President & Canadian Director, Brotherhood of Locomotive Engineers

## ADDENDUM 62

June 21, 1989

Mr. D.S. Kipp  
General Chairman  
Brotherhood of Locomotive Engineers  
310-2265 Pembina Highway  
Winnipeg, Manitoba  
R3T 5J3

Mr. J.D. Pickle  
General Chairman  
Brotherhood of Locomotive Engineers  
559 Exmouth Street  
Sarnia, Ontario  
N7T 5P6

Mr. G. Hallé  
General Chairman  
Brotherhood of Locomotive Engineers  
25 Place Marche Champlain, Fl. 2  
Quebec, Quebec  
G1K 4H7

Gentlemen:

One of the demands served on the Brotherhood by the Company during the current round of negotiations concerned the Company's capacity to compete effectively with other modes of transport. Although there was an extensive dialogue on all aspects of the competitive problems presently faced by the Company and its employees, the focus of these discussions centered primarily on the Company's ability to respond quickly and effectively to new business opportunities as they arise.

One such business opportunity has arisen recently. The Norfolk and Southern presently operates a RoadRailer train between Chicago and Detroit and it has been proposed that this service be extended to Toronto contingent upon certain conditions being met, some of which concern the matter of crewing. Should these conditions be met, the Company will be in a position to attract this new business which, of course, would carry with it such obvious beneficial effects as increased employment levels and so on.

The Company recognizes the cooperation it has received to date in this respect from the Brotherhood. It is hoped that our combined efforts will culminate in mutually satisfactory arrangements that will contribute significantly to the ultimate acquisition of this new and profitable business.

It is anticipated that, in the future, other such business opportunities will present themselves which, like the opportunity described above, will require the parties to cooperate in order to facilitate the acquisition of new business.

As discussed, and confirmed by yourselves, the Brotherhood fully recognized that it would certainly be in the best interest of the employees you represent to fully cooperate in such endeavours as such business opportunities arise and to do so in a timely manner. It was also recognized that it will be necessary for the parties to exercise their best efforts to expeditiously achieve agreement on arrangements which would enable the Company to acquire such new business. Would you please so acknowledge.

Yours truly,

(Sgd) D.C. Fraleigh  
Assistant Vice-President  
Labour Relations

I ACKNOWLEDGE:

**(Sgd) Gilles Hallé**  
General Chairman  
Brotherhood of Locomotive Engineers

I ACKNOWLEDGE:

**(Sgd) Jack D. Pickle**  
General Chairman  
Brotherhood of Locomotive Engineers

**(Sgd) D.S. Kipp**  
General Chairman  
Brotherhood of Locomotive Engineers

cc: S.A. Warner, Vice-President & Canadian Director, Brotherhood of Locomotive Engineers



## ADDENDUM 63

May 18, 2005

Dan J. Shewchuk  
General Chairman  
Teamsters Canada Rail Conference  
Whitemud Business Park  
9622 – 42 Avenue, Suite 310, Bldg. No. 2  
Edmonton, Alberta T6E 5Y4

Paul Vickers  
General Chairman  
Teamsters Canada Rail Conference  
560 Exmouth Street,  
Suite 111  
Sarnia, Ontario N7T 5P5

René Leclerc  
General Chairman  
Teamsters Canada Rail Conference  
602 6th Avenue, suite 360  
Grand-mere, Que. G9T 2H5

Gentlemen:

This has reference to the matter of pass transportation benefits presently applicable to employees of Canadian National Railway Company (CN) represented by your respective organization, and the status of this benefit as to its future application on trains operated now and in the future by VIA Rail Canada Inc.

This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass policies on CN will be maintained for employees represented by you who were in the service of CN on or prior to March 13, 1979, until the time notices are served on or subsequent to August 31, 2008, and thereafter until the provisions of Section 89 of part I of the Canada Labour Code have been complied with or until some other mutually satisfactory resolution of this matter is agreed.

Employees are required to return unused VIA Rail tickets to avoid unnecessary costs to CN. Employees who do not return unused tickets, will be notified their transportation privileges will be subject to suspension pending the return of unused tickets to the Company, within 30 days. Where timely notification is not received by CN, individual transportation privileges will be suspended and the respective General Chairman will be notified.

For the purpose of this letter, the word "employees" includes pensioners.

Yours truly,

**(Sgd) Kim Madigan**  
Vice-President Labour Relations  
North America

Renewed March 21, 2018

## **ADDENDUM 64**

### **CANADIAN NATIONAL RAILWAYS Atlantic Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the running of Locomotive Engineers in spare board and/or pool service at the home terminal of Edmundston, N.B.

Notwithstanding the first-in, first-out provisions of Agreement 1.1, it is agreed that effective 1 January 1990:

1. (a) Edmundston Locomotive Engineers who are ordered to or from Napadogan, Joffre or Edmundston and who are passed en route (on the road, or in the yard) will retain his/her turn on arrival at the objective terminal, provided he/she is available for a two-hour call from the time of booking off duty.  
  
(b) In the application of Item 1(a), the following shall apply:
  - (i) When a working crew and a crew deadheading arrive at the objective terminal at the same time, the working crew shall be placed first out.
  - (ii) When no crews are available, a call of less than two hours may be given.
2. When an Edmundston Locomotive Engineer is ordered at Napadogan for Moncton account unavailability of Moncton-based Locomotive Engineers, he/she will, upon arrival at Moncton, be deadheaded on the first train to Edmundston, provided he/she is not required to protect traffic at Napadogan.
3. It will be incumbent upon the Locomotive Engineer who has been scooped to so advise the Crew Dispatcher at the time of going off duty. Failure to do so, or the transmission of incorrect information, shall relieve the Company of any responsibility for a time claim or grievance on behalf of any employee.
4. The application of the provisions of this Memorandum shall not constitute a run-around.
5. This Memorandum of Agreement will not apply to Locomotive Engineers ordered for work or turn-around service.
6. This Memorandum shall remain in effect subject to thirty days' notice in writing from either party of the desire to amend, revise or cancel it.

Signed at Moncton, N.B., this 20th day of November 1989.

FOR THE COMPANY:

**(Sgd) G. Blundell**  
For: Vice-President

**(Sgd) D.C. Fraleigh**  
Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) Donald W. Bouchard**  
Local Chairman

**(Sgd) Gilles Hallé**  
General Chairman

## **ADDENDUM 64A**

### **CANADIAN NATIONAL RAILWAYS Atlantic Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the running of Locomotive Engineers in spare board and/or pool service at the home terminal of Moncton, N.B.

Notwithstanding the first-in, first-out provisions of Agreement 1.1, it is agreed that effective 1 April 1990:

1.
  - (a) Moncton Locomotive Engineers who are ordered to or from Napadogan, Edmundston or Moncton and who are passed en route (on the road, or in the yard) will retain his/her turn on arrival at the objective terminal, provided he/she is available for a two-hour call from the time of booking off duty.
  - (b) In the application of Item 1(a), the following shall apply:
    - (i) When a working crew and a crew deadheading arrive at the objective terminal at the same time, the working crew shall be placed first out.
    - (ii) When no crews are available, a call of less than two hours may be given.
2. When a Moncton Locomotive Engineer is ordered at Napadogan for Edmundston account unavailability of Edmundston-based Locomotive Engineers, he/she will, upon arrival at Edmundston, be deadheaded on the first train to Moncton, provided he/she is not required to protect traffic at Napadogan.
3. It will be incumbent upon the Locomotive Engineer who has been scooped to so advise the Crew Dispatcher at the time of going off duty. Failure to do so, or the transmission of incorrect information, shall relieve the Company of any responsibility for a time claim or grievance on behalf of any employee.
4. The application of the provisions of this Memorandum shall not constitute a run-around.
5. This Memorandum of Agreement will not apply to Locomotive Engineers ordered for work or turn-around service.
6. This Memorandum shall remain in effect subject to thirty days' notice in writing from either party of the desire to amend, revise or cancel it.

Signed at Moncton, N.B., this 1st day of April 1990.

FOR THE COMPANY:

**(Sgd) G. Blundell**  
For: Vice-President

**(Sgd) M. Delgreco**  
For: Assistant  
Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) C.I. Smith**  
Local Chairman

**(Sgd) Gilles Hallé**  
General Chairman

## **ADDENDUM 64B**

### **CANADIAN NATIONAL RAILWAY COMPANY Atlantic Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to equalization of miles for unassigned Locomotive Engineers operating on the Napadogan and Gort Subdivisions between Moncton and Edmundston.

#### **IT IS AGREED THAT:**

1. Unassigned Locomotive Engineers may be operated between Moncton and Edmundston on the Gort and Napadogan Subdivisions without the changing of crews subject to mileage equalization.
2. Unassigned Locomotive Engineers are defined as crews called for service such as, but not limited to:
  - Unassigned Through Freights
  - Unassigned Passenger Trains
  - Extra Freights
  - Work Trains
  - Sperry Cars
  - Speno Trains
  - Weed Spray Outfits
  - Work Equipment
  - Cranes, etc.
3. A record of trips made by all unassigned Locomotive Engineers, including all deadheading trips, will be maintained. The Company will furnish the Local Chairmen concerned with a listing of trips accumulated by each terminal.
4. Equalization of trips will be on a 50/50 basis between the terminals and will be achieved on a ten-day basis on the first, eleventh and twenty-first days of the month.
5. Away-from-home terminal Locomotive Engineers will stand first up in unassigned service for trips to their home terminal in order of off-duty time at the away-from-home terminal. This will not constitute a runaround under Article 61.
6. When unassigned or spare Locomotive Engineers are deadheaded between terminals for equalization purposes, the Company shall not be subject to runarounds.
7. Spare board Locomotive Engineers may be ordered short of the distant terminal as conditions warrant.
8. Unless otherwise arranged between the designated officer of the Company and the General Chairman, preference or homestead rights, mileage equalization and trackage rights established under previous agreements between the parties will not be affected or otherwise disturbed by this Memorandum of Agreement.
9. With the consummation of this Agreement, the Memorandum of Agreement appearing as Addendum 13 on Page 245 of Agreement 1.1 is rendered null and void and is cancelled in its entirety.
10. This Memorandum will become effective at 0001 hours on the 9th day of September 1991.

Signed at Moncton, N.B. this 15th day of September 1991.

#### **FOR THE COMPANY:**

**(Sgd) W.D. Agnew**

For: Regional Vice-President

**(Sgd) M. Delgreco**

For: Assistant Vice-President  
Labour Relations

#### **FOR THE BROTHERHOOD:**

**(Sgd) C.I. Smith**

Local Chairman

**(Sgd) Donald W. Bouchard**

Local Chairman

**(Sgd) Gilles Hallé**

General Chairman

## **ADDENDUM 64C**

### **CANADIAN NATIONAL RAILWAY COMPANY Atlantic Region**

MEMORANDUM OF AGREEMENT between Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the manning of Locomotive Engineers assigned to the Preferred Pool operating on the Napadogan and Gort Subdivisions from Edmundston and Moncton at their away and home terminals.

#### **IT IS AGREED THAT:**

1. All trains (excluding snow plow, work train, short turnaround, and freight trains operated by regular assigned Locomotive Engineers) including those specified in Article 16.2, operating between Edmundston and Moncton and between Moncton and Edmundston will be manned by a Preferred Pool.
2. Locomotive Engineers will retain their original turn in the Pool at their away and home terminals, based on their relative standing in their respective Pool at the home terminal at the time called. In the application of the foregoing sentence, Locomotive Engineers must be off duty and available for a two-hour call as provided by paragraph 60.1 of Article 60 (Calling). Locomotive Engineers assigned to the Preferred Pools who make themselves unavailable, who book sick, or fail to respond to a call shall be replaced by a Locomotive Engineer from the appropriate spare board, and in such cases will not take their turn on the Pool List until the employees relieving them have returned to their respective home stations.
3. It is understood that the provisions of Paragraph 76.8(c) of Article 76 of Agreement 1.1 are applicable in respect to employees assigned to Pool Service under the terms of this Memorandum.
4. This Memorandum of Agreement shall not in any manner whatsoever, either directly or indirectly, form the basis of a grievance or time claim by or on behalf of any employee when such grievance or time claim arises as a result of the implementation of this Memorandum of Agreement.
5. This Memorandum of Agreement shall remain in effect subject to thirty (30) days' notice in writing from either party of desire to amend, revise or cancel it.
6. This Memorandum of Agreement will become effective at 0001 hours on the 9th day of September 1991.

Signed at Moncton, N.B., this 15th day of September 1991.

**FOR THE COMPANY:**

**(Sgd) W.D. Agnew**  
For: Regional Vice-President

**(Sgd) M Delgreco**  
For: Assistant  
Vice-President Labour Relations

**FOR THE BROTHERHOOD:**

**(Sgd) C.I. Smith**  
Local Chairman

**(Sgd) Donald W. Bouchard**  
Local Chairman

**(Sgd) Gilles Hallé**  
General Chairman

## **ADDENDUM 65**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers providing for the consolidation of certain seniority lists.

IT IS AGREED THAT:

1. Effective December 31, the Consolidated Central Seniority District shall be established which shall be comprised of present Third, Fourth and Sixth Seniority Districts, inclusive.
2. The initial seniority list for employees on the Consolidated Central Seniority District shall be prepared by dovetailing the names of all employees on the present seniority lists for the Third, Fourth and Sixth Seniority Districts in the following order:

**(a) Employees hired as fireman/helpers:**

Such employees will be placed on the initial seniority list in the order of their seniority date as locomotive engineer on their respective seniority lists except that, where two or more employees have an identical seniority date as locomotive engineer, such employees will be placed on the initial list as follows:

- (1) In the order of their seniority date on their respective firemen/helper's seniority lists;
- (2) If, in the application of sub-paragraph 2(a)(1), two or more employees have an identical seniority date as fireman/helper, in the order of the time of day at which they commenced service as a fireman/helper where such can be readily determined;
- (3) If, in the application of sub-paragraph 2(a)(2), two or more employees commenced service as fireman/helper at an identical time of day or where such time of day cannot be determined, in the order of their respective service dates; i.e., the date of their last entry into service;
- (4) If, in the application of sub-paragraph 2(a)(3), two or more employees have identical service dates, in the order of their date of birth;
- (5) If, in the application of sub-paragraph 2(a)(4), two or more employees have identical birth dates, they will be placed on the initial list by lottery.

**(b) Employees other than those hired as fireman/helpers who qualified as locomotive engineer prior to March 17, 1982:**

Such employees will be placed on the initial seniority list in the order of their seniority date as locomotive engineer on their respective seniority lists except that, where two or more employees have an identical seniority date as locomotive engineer, such employees will be placed on the initial list as follows:

- (1) In order of the commencement date of the course on which they qualified as locomotive engineer;
- (2) If, in the application of sub-paragraph 2(b)(1), two or more employees attended the same course, in the order of their service date, i.e., the date of their last entry into service. If an employee has a seniority date in more than one classification, the date used to establish his relative standing shall be the earliest of such dates;
- (3) If, in the application of sub-paragraph 2(b)(2), two or more employees have identical service date, in the order of the time of day at which they commenced service on their service date where such can be readily determined;
- (4) If, in the application of sub-paragraph 2(b)(3), two or more employees commenced service at an identical time of day, in the order of their date of birth;
- (5) If, in the application of sub-paragraph 2(b)(4), two or more employees have identical birth dates, they will be placed on the initial list by lottery.

- (c) Employees other than those hired as fireman/helpers who qualified as a locomotive engineer on or subsequent to 17 March 1982:

Such employees will be placed on the initial seniority list in the order of their seniority date as locomotive engineer on their respective seniority lists except that, where two or more employees have an identical seniority date as locomotive engineer, such employees will be placed on the initial list as follows:

- (1) In the order of the commencement date of the course on which they qualified as locomotive engineer;
  - (2) If, in the application of sub-paragraph 2(c)(1), two or more employees attended the same course, in the order of their seniority date as brakeman or yardman. If an employee has a seniority date in both classifications, the earlier date shall be utilized to determine relative standing;
  - (3) If, in the application of sub-paragraph 2(c)(2), two or more employees have an identical seniority date as brakeman or yardman, in the order of the time of day at which they commenced service as a brakeman or yardman where such can be readily determined;
  - (4) If, in the application of sub-paragraph 2(c)(3), two or more employees commenced service as a brakeman or yardman at an identical time of day, or where such time of day cannot be determined, in the order of their respective dates; i.e., the date of their last entry into service;
  - (5) If, in the application of sub-paragraph 2(c)(4), two or more employees have identical service dates, in the order of their date of birth;
  - (6) If, in the application of sub-paragraph 2(c)(5), two or more employees have identical birth dates, they will be placed on the initial list by lottery.
- (d) An employee's former seniority district will be indicated on the seniority list for the Consolidated Central Seniority District by placement of the appropriate number next to his or her name. For example, employees from the former Third Seniority District will have a number "3" placed next to their name.
3. Employees with a seniority date prior to or on the effective date of this Memorandum of Agreement shall have preference, in seniority order, over other employees in filling vacancies as set forth hereunder:
- (a) those employees whose names appeared on the seniority list of the former Third Seniority District will have preference in all service on the territory described by paragraph 43.3 of Article 43 of Agreement 1.1;
  - (b) those employees whose names appeared on the seniority list of the former Fourth Seniority District will have preference in all service on the territory described by paragraph 43.4 of Article 43 of Agreement 1.1;
  - (c) those employees whose name appeared on the seniority list of the former Sixth Seniority District will have preference in all service on the territory described by paragraph 43.5 of Article 43 of Agreement 1.1.
4. Employees who are in training for locomotive engineer or who have been selected for training as locomotive engineer, but who have not had the opportunity to become qualified as a locomotive engineer as of the date of signing of the Memorandum of Agreement, will be accorded preference rights in accordance with Item 3 hereof.
5. (a) In the application of the forcing provisions of Article 58 (Protecting Service) of Agreement 1.1, the territorial restrictions, as described in Item 3 hereof, will prevail.
- (b) If, in the application of Article 58, a shortage of locomotive engineers continues to exist after the provisions of paragraph 58.12 have been exhausted in respect of employees not holding preference

rights pursuant to this Memorandum of Agreement, qualified locomotive engineers not working as such who have been accorded preference rights on a particular former district will be required to respond to a shortage at another home station on that former district in accordance with paragraphs 58.12 to 58.16 inclusive.

6. Notwithstanding the provisions of Article 21 of Agreement 1.1, locomotive engineers who hold preference rights pursuant to Item 3 hereof who:

- (a) are awarded a position as a permanent vacancy in accordance with Article 49 at a home station on a former district where they do not hold such rights; or
- (b) protect service in accordance with paragraph 58.4 of Article 58 at a home station on a former district where they do not hold such preference rights;

and who, as a result thereof, are required to learn the road will be paid for actual mileage or time consumed at the minimum rate applicable to the class of train on which they travel; not more than two round trips will be paid for. In all other instances, the provisions of Article 21, where applicable, will apply.

7. Preference or homestead rights, mileage equalization and trackage rights established under previous agreements between the parties will not be affected or otherwise disturbed by this Memorandum of Agreement.
8. The parties hereto agree to meet within 60 days of the signing of this Memorandum of Agreement for the purpose of finalizing the Seniority List of the Consolidated Central Seniority District as provided in Item 2 hereof. Notwithstanding the provisions of paragraph 45.9 of Article 45, employees' consolidated seniority dates established as provided in Item 2 hereof shall be subject to review between the proper officer of the Company and the General Chairman for a period of one year from the date of signing of this Memorandum of Agreement.
9. The seniority list for the consolidated Central Seniority District will be published as required by paragraph 45.9 of Article 45 and, in conjunction therewith, a separate list will be published for each former district listing, in seniority order, the names of each employee who holds preference rights on such districts.
10. The application of other agreement, if any, signed prior to the effective date of this Memorandum of Agreement and referring specifically to a certain seniority district as described in Article 43 of Agreement 1.1 will continue but only on the specific district described in each such agreement until otherwise changed or cancelled.

Signed at Montreal, Quebec, this 25th Day of September, 1991.

FOR THE COMPANY:

**(Sgd) M. Delgreco**

For: Assistant

Vice-President

FOR THE BROTHERHOOD:

**(Sgd) C. Hamilton**

General Chairman

APPROVED:

**(Sgd) Jack D. Pickle**

Canadian Director



September 25, 1991

Cliff Hamilton  
General Chairman  
Brotherhood of  
Locomotive Engineers  
559 Exmouth Street, Unit 6  
Sarnia, Ontario  
N7T 5W6

During recent negotiations, which resulted in the parties signing a Memorandum of Agreement consolidating the Third, Fourth and Sixth Seniority Districts, the Brotherhood identified two matters which you wished to have addressed in conjunction with the aforementioned Memorandum. These matters were:

- (a) modifying, if necessary, the provision of Article 49 of Agreement 1.1 so that this Article would better meet the needs of the Consolidated Central Seniority District; and
- (b) a commitment from the Company that the aforementioned Memorandum would not be used by the Company to limit the application of Article 78 of Agreement 1.1 to changes which might be implemented subsequent to the signing of the Memorandum of Agreement consolidating the Third, Fourth and Sixth Seniority Districts.

The Company agreed with you that it would be advantageous for both parties to review the provisions of Article 49 of Agreement 1.1. In this regard, the parties agreed to meet at a mutually convenient time after the signing of the Memorandum for the purpose of discussing any changes that may be required to properly administer Article 49 of the Consolidated Central Seniority District.

The Company also agreed that the Memorandum of Agreement establishing the Consolidated Central Seniority District would not be used to limit or circumvent the application of Article 78 of Agreement 1.1 to changes which might be implemented subsequent to the signing of the Memorandum of Agreement.

We trust the foregoing satisfactorily addresses the concerns of the Brotherhood identified above.

Yours truly,

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

September 25, 1991

Cliff Hamilton  
General Chairman  
Brotherhood of Locomotive Engineers  
559 Exmouth Street, Unit 6  
Sarnia, Ontario  
N7T 5W6

This is in connection with the negotiations culminating in the Memorandum of Agreement, signed at Montreal on September 25, 1991, in respect to the establishment of the Consolidated Central Seniority District.

During the aforementioned negotiations, the Company gave the Brotherhood its commitment to distribute, by Royal Mail, a copy of the initial seniority list for the Consolidated Central District to each employee whose name appears on such list. This, then, confirms that commitment.

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

September 25, 1991

Cliff Hamilton  
General Chairman  
Brotherhood of Locomotive Engineers  
559 Exmouth Street, Unit 6  
Sarnia, Ontario  
N7T 5W6

During negotiations culminating in the signing of the Memorandum of Agreement consolidating the Third, Fourth and Sixth Seniority Districts, some concern was expressed in respect to the allocation of emergency work at locations, such as Toronto, where locomotive engineers from more than one of the former seniority districts are home stationed.

For example, it was suggested that the consolidation of seniority districts might promote the use of locomotive engineers from the former Sixth Seniority District on former Fourth Seniority District territory when the Fourth District spare board is exhausted.

In this respect, the Company pointed out that the preference rights provisions of Item 3 of the Memorandum of Agreement will apply in the allocation of all work, including emergency work. In other words, employees who are accorded preference rights on, say, the former Fourth Seniority District will have first entitlement to emergency work on the former Fourth Seniority District.

We trust this satisfies your concerns in this respect.

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

September 25, 1991

Cliff Hamilton  
General Chairman  
Brotherhood of Locomotive Engineers  
559 Exmouth Street, Unit 6  
Sarnia, Ontario  
N7T 5W6

This is further to the Memorandum of Agreement signed in Montreal on September 25, 1991 in respect to the consolidation of seniority districts.

During discussions leading up to the signing of the aforementioned Memorandum, the Brotherhood expressed a concern that, in future, locomotive engineers could be required, pursuant to the provisions of Article 58 of the collective agreement, to protect service at a location where the language of work was one of the two official languages in which they were not fluent.

In order to allay this concern, the Company's representatives agreed to arrange a meeting with the appropriate officers, should the Brotherhood so request, to discuss these concerns in light of the recently promulgated Official Languages Act.

The Official Languages Act (Bill C-72) is designed to embody Canada's constitutional language guarantees and is intended to provide everyone with equal opportunity in official language matters. Among other things, it deals with the right of employees of federal institutions, including Crown corporations, to work in either official language in certain parts of Canada.

The Act, itself, is only a framework and the manner in which its various provisions will be administered is still in the process of evolution. Therefore, the actual impact of the Act upon employees' entitlements and obligations under the collective agreement has yet to be determined.

On this basis, the Company will continue to apply the provisions of collective agreement, including those concerned with the exercise of seniority and the filling of positions by bid or by forcing, in the same manner as it has in the past. For example, an employee who cannot function in French is not now, nor will he be, considered qualified to work at those locations where the language of work is French. Therefore, in the absence of these requisite qualifications, an employee cannot be forced to protect service at those locations pursuant to the provisions of Article 58.

In any event, as was clearly understood by both parties, Item 5 of the aforementioned Memorandum protects employees currently holding seniority as locomotive engineers from being required to protect service on other than their former seniority district. Thus, an employee currently holding seniority on the Fourth District at, say, Belleville, will not be required to protect service, at some future date, at Montreal.

Should the Brotherhood consider that a meeting would be beneficial, one can be arranged on a mutually convenient date.

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

## **ADDENDUM 65A**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers concerning the establishment of early retirement opportunities to locomotive engineers employed on the Third, Fourth and Sixth Seniority Districts, inclusive.

#### **IT IS AGREED THAT:**

1. A number of early retirement opportunities as set out in paragraph 2 hereof will be made available on a terminal by terminal basis in three windows of opportunity to eligible locomotive engineers determined to be surplus. Such early retirement opportunities will be made available under the terms and conditions set out below.
2. A maximum number of 37 early retirement opportunities will be made available as follows:

Belleville-	-	5
Capreol -	-	10
London -	-	2
Montreal-	-	9
Niagara Falls	-	1
Ottawa -	-	2
Toronto North	-	3
Toronto South	-	5
3.
  - (a) The number of early retirement opportunities as set out in paragraph 2 will be advertised at the applicable terminal commencing on November 15, 1991 and will be posted for 60 days at such terminals and stations subsidiary thereto.
  - (b) Any early retirement opportunities remaining at a particular terminal subsequent to the application of sub-paragraph (a) will again be advertised at the applicable terminal commencing August 1, 1992 and will be posted for 60 days at such terminals and stations subsidiary thereto.
  - (c) Any early retirement opportunities remaining at a particular terminal subsequent to the application of sub-paragraph (b) will again be advertised at the applicable terminal commencing on August 1, 1993 and will be posted for 60 days at such terminals and stations subsidiary thereto.
  - (d) Any early retirement opportunities remaining at a particular terminal subsequent to the application of sub-paragraph (c) will lapse and will not again be advertised.
4. Early retirement opportunities will be awarded on the basis of an employee's relative standing on the seniority list for locomotive engineers. Only those locomotive engineers who are or will be eligible for early retirement under the CN Pension Plan(s) Rules and who have or will have 85 points as defined by the Pension Plan(s) Rules as of the date that the particular bulletin closes may be awarded an early retirement opportunity advertised as set out in paragraph 3. A locomotive engineer who is awarded one of the early retirement opportunities will be deemed to have voluntarily elected to retire under the terms and conditions set out herein.
5. A locomotive engineer who is eligible for early retirement under the Company's Pension Plan(s) and who has 85 points as defined by the Pension Plan(s) Rules will be entitled to a lump sum payment equal to the present value of the monthly separation payment until age 65 as provided below, calculated on the basis of a discount rate of ten (10) percent per annum. The monthly separation payment which, when added to the Company Pension, would give the employee an amount equal to a percentage of his average annual earnings over his best five (5) year period, as defined under the 1959 Pension Rules in accordance with the following formula:

Years of Service at Time Employee Elects Retirement	% Amount as defined Above
35 or over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

6. In the application of paragraph (7), an eligible employee, who is not a member of the 1959 Pension Plan will receive the lump sum payment calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payment due him in accordance with paragraph (7) minus any pension payments which would have been due to him had he been a member of the 1959 Pension Plan.
7. An employee aged 55 or over who receives an early retirement opportunity in accordance herewith shall be entitled to have his group life insurance continued fully paid by the Company until age 65 at which time he or she will be provided a paid up life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.
8. An employee aged 55 or over who receives an early retirement opportunity in accordance herewith shall be entitled to have his or her Extended Health Care and Dental Plan Benefits continued fully paid up by the Company until age 65.

Signed at Montreal, Quebec, this 25th day of September, 1991.

FOR THE COMPANY:

**(Sgd) M. Delgreco**

For: Assistant  
Vice-President

**(Sgd) W.D. Metcalf**

For: Chief of Transportation

FOR THE BROTHERHOOD:

**(Sgd) C. Hamilton**

General Chairman

APPROVED:

**(Sgd) Jack D. Pickle**

Canadian Director

## **ADDENDUM 65B**

August 24, 1992

Cliff Hamilton  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 140  
Kingston, Ontario  
K7L 4V6

This confirms the results of our meeting on August 21, 1992, concerning the administration of the Memorandum of Agreement signed in Montreal on September 25, 1991 in respect of the establishment of early retirement opportunities to locomotive engineers on the Consolidated Central Seniority District. As a result of our discussions, it was agreed that:

1. An additional early retirement opportunity will be allotted to the terminal of Thunder Bay, Ontario to which the benefits set out in the aforementioned Memorandum of Agreement will apply. This opportunity will be advertised at Thunder Bay for a period of 30 days commencing on September 15, 1992.
2. Two of the early retirement opportunities allotted to Toronto North pursuant to the aforementioned Memorandum of Agreement will be transferred to the terminal of Capreol. These early retirement opportunities may be utilized by Capreol-based locomotive engineers during the second 60-day window of opportunity which opened on August 1, 1992.
3. Should any of the early retirement opportunities as set out in the aforementioned Memorandum of Agreement remain after the closure of the second window of opportunity which opened on August 1, 1992, the General Chairman of the Brotherhood may subsequently request that any such remaining opportunities be advertised at the applicable terminal for a period of 30 days commencing on the first day of any month between October 1, 1992 and June 1, 1993, inclusive.
4. Should any of the early retirement opportunities as set out in the aforementioned Memorandum of Agreement remain to be advertised in a third and final window of opportunity commencing August 1, 1993, the Company will meet with the General Chairman, but only at the latter's request, prior to the advertisement of the early retirement opportunities.

This confirms that the foregoing arrangements were mutually agreed upon.

**(Sgd) J.B. Bart**  
For: Assistant Vice-President  
Labour Relations

## **ADDENDUM 65C**

January 14, 1992

Cliff Hamilton  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 140  
Kingston, Ontario  
K7L 4V6

This concerns negotiations leading up to the signing of the Memorandum of Agreement dated January 14, 1992.

During these negotiations, the handling of portable radios by locomotive engineers was discussed primarily in relation to flagging duties, carried out in compliance with the Canadian Rail Operating Rules, in a conductor only operation.

This confirms that, on trains where a brakeman is employed, locomotive engineers will not be required to handle portable radios when flagging is required. Where no brakeman is employed on a train, the locomotive engineer will utilize a portable radio in the performance of any flagging duties required of him or her.

The Company will make arrangements to ensure that portable radios will be made accessible to locomotive engineers on the engine.

**(Sgd) S.L. Pound**

For: Chief of Transportation

cc: J.D. Pickle, Canadian Director, BLE, Ottawa



## ADDENDUM 66

### CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers in respect to the conditions attached to training for re-qualification under the Railway Employee Qualification Standards Regulations.

IT IS AGREED that, in order to assist locomotive engineers in the maintenance of qualifications under the Railway Employee Qualification Standards Regulations, the Company will provide training courses covering all required subject areas for the occupational category of locomotive engineer and, where deemed necessary, First Aid. When locomotive engineers are directed to attend such training courses, they will do so in accordance with the following conditions:

1.
  - (a) The location at which training courses are to be conducted will be determined by the Company.
  - (b) Where the training location is at other than the employee's home terminal, the Company will arrange for and provide transportation. Employees authorized to use their personal automobile and who elect to do so will be paid the mileage allowance provided in the collective agreement in accordance with the conditions attached thereto.
  - (c) Where the training location is at other than the employee's home terminal and employees are required to travel to another terminal for training, time occupied in travelling will be paid for at the rate of 12-1/2 miles per hour at minimum passenger rates, provided the distance between the two terminals is 40 miles or more by the most direct highway route.
  - (d) Where the training location is at other than the employee's home terminal, the Company will provide accommodation which may be in hotels, motels or in Company facilities. Such accommodation will be in clean, single occupancy rooms and, to the extent it is practical to do so, will include cooking facilities.
  - (e) Employees covered by paragraph 1(d) above, will be paid the following allowance for meals on each day of the training program:
    - (1) where the provided accommodation includes cooking facilities - \$25.00 or
    - (2) where the provided accommodation does not include cooking facilities - \$40.00.
2. Employees attending a training program in accordance with this Memorandum of Agreement will be compensated at the following rates per day for each day in attendance on the training course.

#### EFFECTIVE

Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$303.23	\$309.29	\$315.48	\$324.94	\$334.69

**NOTE:** Employees subject to the starting rate provisions of the collective agreement will be paid the appropriate percentage of the amount specified above.

3.
  - (a) In the event that an employee is removed from the working list on a day or days preceding attendance at a training course and, as a direct result, misses a tour or tours of duty which commence work on such days, he or she will be paid the amount specified in paragraph 2 for each tour of duty lost.
  - (b) Employees will not be removed from the working list on the day or days preceding attendance at a training course where it can reasonably be expected, under normal operating conditions, that they will be in and off duty (not counting inspection time) at their home terminal by 2359 of the day preceding attendance at the training course.
  - (c) Regularly assigned employees, whose regular assignment goes out prior to their release from the training course and who, as a result, miss the return trip out of the away from home terminal to the home terminal, will be paid the amount specified in paragraph 2 for the return tour of duty lost.

- (d) Employees will have their names restored to the working list as of completion of training on the last day of the training course. However, employees will not be required to accept calls for shifts or tours of duty commencing prior to 0600 (not counting preparatory time) of the day following the training course. Employees who wish to exercise this option will so advise the Crew Management Centre at the completion of training on the last day of the training course.
  - (e) Regularly assigned employees who exercise the option set out in paragraph 3(d) thereby causing the loss of a trip on their regular assignment will be paid the amount specified in paragraph 2 for each tour of duty lost.
  - (f) Unassigned employees who exercise the option set out in paragraph 3(d) will hold their turn on the working board until 0600 of the day following the training course.
  - (g) For the purpose of clarity, the term "tour of duty" means the time or miles for which compensation is claimed on a single time return. Thus, a round trip involving a trip to an away-from-home terminal at which the employee goes off duty followed by a return trip for which wages are claimed on separate time returns constitutes two tours of duty.
  - (h) For the purpose of clarity, the term "regularly assigned employee" includes employees filling a temporary vacancy on a regular assignment obtained through the exercise of seniority.
4. In the application of the mileage regulations of the collective agreement, any amount paid pursuant to the terms of this Memorandum of Agreement, whether expressed in monetary or mileage terms, will not be included in calculating an employee's total mileage in the working month.
  5.
    - (a) Employees attending a training course who fail to qualify in accordance with the Regulations for their occupational category will not work until they become so qualified.
    - (b) To the extent that an instructor/examiner is available, instruction and/or re-examination, as desired by the employee, may be arranged outside the hours of the normal training course at no additional cost to the Company. Alternatively, and again dependent on the availability of a qualified instructor/examiner, the employee may arrange to qualify in whatever subject areas required at the home terminal or other location at no cost to the Company.
    - (c) The provisions of paragraphs 1 to 5 included will not again apply to employees taking subsequent training or instruction as a result of failure to qualify on their first attempt. Any further training, instruction or re-examination will be at the employee's own expense.
  6. The provisions of this Memorandum of Agreement will not apply to employees directed to take training or examination in any of the subject areas covered by the Regulations as a disciplinary measure.
  7. The provisions of the collective agreement dealing with payment for rules examination, specifically paragraph 69.6 of Article 69 of Agreement 1.1 and paragraph 74.2 of Article 74 of Agreement 1.2 shall not apply to employees paid for instruction and examination pursuant to this Memorandum of Agreement.

Signed at Montreal, this 12th day of February, 1992.

FOR THE COMPANY:

**(Sgd) J.B. Bart**

For: Assistant  
Vice-President Labour Relations

**(Sgd) S.L. Pound**

For: Chief of Transportation

FOR THE BROTHERHOOD:

**(Sgd) R. Bourgoin**

General Chairman

**(Sgd) C. Hamilton**

General Chairman

**(Sgd) David S. Kipp**

General Chairman

APPROVED:

**(Sgd) Gilles Hallé**

Vice-President

**CANADIAN NATIONAL RAILWAY COMPANY**

**MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers.**

IT IS AGREED that the daily rate of pay specified in paragraph 2 of the Memorandum of Agreement signed in Montreal on February 12, 1992 in respect to the conditions attached to training for re-qualification under the Railway Employee Qualification Standards Regulations will be subject to the same general wage increase agreed to between the parties in the current round of national negotiations.

Signed at Montreal, this 12th day of February 1992

FOR THE COMPANY:

**(Sgd) J.B. Bart**

For: Assistant

Vice-President Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) R. Bourgoïn**

General Chairman

**(Sgd) C. Hamilton**

General Chairman

**(Sgd) David S. Kipp**

General Chairman

APPROVED:

**(Sgd) Gilles Hallé**

Vice-President

February 12, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive  
Engineers  
8093 Boul. du Ctre Hospitalier  
Charny, Quebec  
G6X 1L3

Cliff Hamilton  
General Chairman  
Brotherhood of Locomotive  
Engineers  
P.O. Box 140  
Kingston, Ontario  
K7L 4V6

David S. Kipp  
General Chairman  
Brotherhood of Locomotive Engineers  
622 Tranquille Road  
Kamloops, B.C.  
V2B 3H6

During negotiations which culminated in the signing of the Memorandum of Agreement, dated February 12, 1992 in respect to the matter of training and re-qualification under the Railway Employee Qualifications Standards Regulations, there was some discussion about the duration of the training course.

In this respect, the Company indicated that the course is presently structured in a four-day format which includes First Aid training in addition to instruction and examination in the aforementioned Regulations. However, you were advised that changes to training methods or tools or revisions to course content might, at some time in the future, have some effect on course duration.

However, you were assured that any contemplated change to course duration will be communicated to the Brotherhood well before its implementation.

**(Sgd) S.L. Pound**

For: Chief of Transportation

cc: Gilles Hallé, Vice-President, BLE, Ottawa

## **ADDENDUM 66A**

Toronto, Ontario, May 13, 2001

G. Hallé Vice-President – BLE

The following is in keeping with the Company's commitment to advise the Brotherhood of changes regarding QSOC training as outlined Addendum 66.

Supervisor – led training will be delivered on a three-year cycle structured as follows:

Year 1 – Transportation Supervisor leads a one day Rules class

Year 2 – Transportation Supervisor leads a half day Rules class

Year 3 - Employee is scheduled for a one day testing program for CROR, Block and Interlocking Signals and QSOC Technical subjects, which will include instruction in the QSOC (non-CROR) subjects.

NOTE: An emergency First Aid (EFA) certification course will be provided either in the Year 2 cycle or as otherwise designated.

Employees attending QSOC training, as modified, shall be entitled to the QSOC rate as provided for in Addendum 66 or a loss of wages, which ever is greater.

It is understood that the options for rest or receiving a call as specified in Addendum 66 remain unchanged for each session for the three-year cycles.

Senior Vice-President

## **ADDENDUM 67**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers concerning the establishment of early retirement and severance opportunities to locomotive engineers employed on the First and Second Seniority Districts.

#### **SECTION 1**

##### **EARLY RETIREMENT OPPORTUNITIES**

IT IS AGREED THAT:

1. A number of early retirement opportunities as set out in paragraph 2 hereof will be made available on a terminal by terminal basis in three windows of opportunity to eligible locomotive engineers determined to be surplus. Such early retirement opportunities will be made available under the terms and conditions set out below.
2. A maximum number of 20 early retirement opportunities will be made available as follows:

Halifax	-	7
Truro	-	2
Sydney	-	2
Moncton	-	3
Edmundston	-	3
New Carlisle	-	1
Garneau	-	1
Montreal	-	1
3.
  - (a) The number of early retirement opportunities as set out in paragraph 2 will be advertised at the applicable terminal commencing on August 2, 1992 and will be posted for 60 days at such terminals and stations subsidiary thereto.
  - (b) Any early retirement opportunities remaining at a particular terminal subsequent to the application of sub-paragraph (a) will again be advertised at the applicable terminal commencing August 1, 1993 and will be posted for 60 days at such terminals and stations subsidiary thereto.
  - (c) Any early retirement opportunities remaining at a particular terminal subsequent to the application of sub-paragraph (b) will again be advertised at the applicable terminal commencing on August 1, 1994 and will be posted for 60 days at such terminals and stations subsidiary thereto.
  - (d) Any early retirement opportunities remaining at a particular terminal subsequent to the application of sub-paragraph (c) will lapse and will not again be advertised.
4. Early retirement opportunities will be awarded on the basis of an employee's relative standing on the seniority list for locomotive engineers. Only those locomotive engineers who are or will be eligible for early retirement under the CN Pension Plan(s) Rules and who have or will have 85 points as defined by the Pension Plan(s) Rules as of the date that the particular bulletin closes may be awarded an early retirement opportunity advertised as set out in paragraph 3. A locomotive engineer who is awarded one of the early retirement opportunities will be deemed to have voluntarily elected to retire under the terms and conditions set out herein.
5. A locomotive engineer who is eligible for early retirement under the Company's Pension Plan(s) and who has 85 points as defined by the Pension Plan(s) Rules will be entitled to a lump sum payment equal to the present value of the monthly separation payment until age 65 as provided below, calculated on the basis of a discount rate of ten (10) percent per annum. The monthly separation payment which, when added to the Company Pension, would give the employee an amount equal to a percentage of his average annual earnings over his best five (5) year period, as defined under the 1959 Pension Rules in accordance with the following formula:

Years of Service at Time Employee Elects Retirement	% Amount as defined Above
35 or over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

6. In the application of paragraph (7), an eligible employee, who is not a member of the 1959 Pension Plan will receive the lump sum payment calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payment due him in accordance with paragraph (7) minus any pension payments which would have been due to him had he been a member of the 1959 Pension Plan.
7. An employee aged 55 or over who receives an early retirement opportunity in accordance herewith shall be entitled to have his group life insurance continued fully paid by the Company until age 65 at which time he or she will be provided a paid up life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.
8. An employee aged 55 or over who receives an early retirement opportunity in accordance herewith shall be entitled to have his or her Extended Health Care and Dental Plan Benefits continued fully paid up by the Company until age 65.

## SECTION 2

### SEVERANCE OPPORTUNITIES

IT IS FURTHER AGREED THAT:

9. At terminals where a surplus of employees exists, locomotive engineers with a seniority date on or prior to March 17, 1982 who are not eligible for early retirement under the Company's Pension Plan Rules may voluntarily elect a lump sum severance payment of \$60,000.00 if employment with the Company is terminated within 60 days of ratification of this Memorandum of Agreement.
10. At terminals where a surplus of employees exists, locomotive engineers with a seniority date subsequent to March 17, 1982 but prior to January 1, 1988 who are not eligible for early retirement under the Company's Pension Plan Rules may voluntarily elect a lump sum severance payment of \$55,000.00 if employment with the Company is terminated within 60 days of ratification of this Memorandum of Agreement.
11. At terminals where a surplus of employees exists, locomotive engineers with a seniority date on or subsequent to January 1, 1988 but prior to June 30, 1990 may voluntarily elect a lump sum severance payment of \$50,000.00 if employment with the Company is terminated within 60 days of ratification of this Memorandum of Agreement.
12. In the application of paragraphs 9, 10, or 11, an additional lump sum severance payment of \$15,000.00 will be paid if employment with the Company is terminated within 30 days of ratification of this Memorandum of Agreement.
13. Employees may, at their option, elect to receive the lump sum payment in two installments over a 13-month period.

Signed at Montreal, Quebec, this 16th day of June, 1992.

FOR THE COMPANY:

**(Sgd) M. Healey**

For: Assistant  
Vice-President

**(Sgd) M. S. Fisher**

For: Chief of Transportation

**(Sgd) W.D. Agnew**

For: Vice-President  
Atlantic Region

**(Sgd) John Pasteris**

For: Vice-President  
St. Lawrence Region

FOR THE BROTHERHOOD:

**(Sgd) R. Bourgoin**

General Chairman

**(Sgd) Bradford Wood**

Vice-General Chairman

**(Sgd) C.I. Smith**

Local Chairman

APPROVED:

**(Sgd) Gilles Hallé**

Vice-President



June 16, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

This is in connection with the Memorandum of Agreement dated June 16, 1992 in respect of the establishment of early retirement and severance opportunities to locomotive engineers employed on the First and Second Seniority Districts.

Although the Brotherhood submitted a proposal during negotiations to provide for deferred separation opportunities to offset the number of employees rendered surplus by the implementation of a conductor-only operations, the Company indicated that it was not prepared, at this time, to provide deferred separation opportunities. The Company did indicate, however, that, within six months of the implementation of the Memorandum of Agreement, it would review the feasibility of offering deferred separation opportunities to offset a surplus situation.

It was also agreed that unused early retirement opportunities established pursuant to the aforementioned Memorandum of Agreement would be offered as deferred separation opportunities in the event that the parties agreed to this option.

**(Sgd) M. Healey**  
For: Assistant Vice-President  
Labour Relations

cc: Gilles Hallé, Vice-President, BLE, Ottawa

June 16, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

This concerns the matter of special early retirement opportunities of locomotive engineers on the Consolidated Eastern Seniority District as set out in the Memorandum of Agreement signed in Montreal on June 16, 1992.

At the Brotherhood's request, the Company hereby agrees that senior locomotive engineers who have applied for an early retirement opportunity as advertised pursuant to the aforementioned Memorandum of Agreement and who, because of their relative seniority standing in the terminal, are virtually guaranteed one of the advertised opportunities will be allowed to commence pre-retirement vacation prior to the closing date of the bulletin, provided that their relative seniority standing among other locomotive engineers in the terminal is equal to or less than the number of early retirement opportunities advertised at that terminal. For example, at a terminal where 10 opportunities have been advertised, any one of the 10 senior locomotive engineers at that terminal will, if he so wishes, be allowed to commence pre-retirement vacation early; any locomotive engineer junior to those 10 senior locomotive engineers will not be afforded this privilege regardless of the number of applications submitted. As another example, at a terminal where three such opportunities have been advertised, only the three most senior locomotive engineers at that terminal will be afforded the privilege of assuming pre-retirement vacation prior to the closing date of the bulletin.

It is understood that, once a senior locomotive engineer commences pre-retirement vacation pursuant to the terms of this letter, the early retirement opportunity will be deemed to have been awarded.

If a senior locomotive engineer commences pre-retirement vacation prior to the closing date of the bulletin, his position will be deemed to constitute a temporary vacancy until the date the bulletin closes.

The Brotherhood hereby agrees that the application of the terms of this letter will not be a cause for a complaint or grievance concerning the allotment of early retirement opportunities nor will it serve as the basis of a request for additional early retirement opportunities.

**(Sgd) M. Healey**  
For: Assistant Vice-President  
Labour Relations

I CONCUR:  
**(Sgd) R. Bourgoin**  
General Chairman

cc: Gilles Hallé, Vice-President, BLE, Ottawa

## **ADDENDUM 67A**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers providing for the consolidation of certain seniority lists.

IT IS AGREED THAT:

1. Effective October 25, 1992, the Consolidated Eastern Seniority District shall be established which shall be comprised of present First and Second Seniority Districts.
2. The initial seniority list for employees on the Consolidated Eastern Seniority District shall be prepared by dovetailing the names of all employees on the present seniority lists for the First and Second Seniority Districts in the following order:

**(a) Employees hired as fireman/helpers:**

Such employees will be placed on the initial seniority list in the order of their seniority date as locomotive engineer on their respective seniority lists except that, where two or more employees have an identical seniority date as locomotive engineer, such employees will be placed on the initial list as follows:

- (1) In the order of their seniority date on their respective firemen/helper's seniority lists;
- (2) If, in the application of sub-paragraph 2(a)(1), two or more employees have an identical seniority date as fireman/helper, in the order of the time of day at which they commenced service as a fireman/helper where such can be readily determined;
- (3) If, in the application of sub-paragraph 2(a)(2), two or more employees commenced service as fireman/helper at an identical time of day or where such time of day cannot be determined, in the order of their respective service dates; i.e., the date of their last entry into service;
- (4) If, in the application of sub-paragraph 2(a)(3), two or more employees have identical service dates, in the order of their date of birth;
- (5) If, in the application of sub-paragraph 2(a)(4), two or more employees have identical birth dates, they will be placed on the initial list by lottery.

**(b) Employees other than those hired as fireman/helpers who qualified as locomotive engineer prior to March 17, 1982:**

Such employees will be placed on the initial seniority list in the order of their seniority date as locomotive engineer on their respective seniority lists except that, where two or more employees have an identical seniority date as locomotive engineer, such employees will be placed on the initial list as follows:

- (1) In order of the commencement date of the course on which they qualified as locomotive engineer;
- (2) If, in the application of sub-paragraph 2(b)(1), two or more employees attended the same course, in the order of their service date, i.e., the date of their last entry into service. If an employee has a seniority date in more than one classification, the date used to establish his relative standing shall be the earliest of such dates;
- (3) If, in the application of sub-paragraph 2(b)(2), two or more employees have identical service date, in the order of the time of day at which they commenced service on their service date where such can be readily determined;
- (4) If, in the application of sub-paragraph 2(b)(3), two or more employees commenced service at an identical time of day, in the order of their date of birth;

- (5) If, in the application of sub-paragraph 2(b)(4), two or more employees have identical birth dates, they will be placed on the initial list by lottery.
- (c) Employees other than those hired as fireman/helpers who qualified as a locomotive engineer on or subsequent to 17 March 1982:
- Such employees will be placed on the initial seniority list in the order of their seniority date as locomotive engineer on their respective seniority lists except that, where two or more employees have an identical seniority date as locomotive engineer, such employees will be placed on the initial list as follows:
- (1) In the order of the commencement date of the course on which they qualified as locomotive engineer;
  - (2) If, in the application of sub-paragraph 2(c)(1), two or more employees attended the same course, in the order of their seniority date as brakeman or yardman. If an employee has a seniority date in both classifications, the earlier date shall be utilized to determine relative standing;
  - (3) If, in the application of sub-paragraph 2(c)(2), two or more employees have an identical seniority date as brakeman or yardman, in the order of the time of day at which they commenced service as a brakeman or yardman where such can be readily determined;
  - (4) If, in the application of sub-paragraph 2(c)(3), two or more employees commenced service as a brakeman or yardman at an identical time of day, or where such time of day cannot be determined, in the order of their respective dates; i.e., the date of their last entry into service;
  - (5) If, in the application of sub-paragraph 2(c)(4), two or more employees have identical service dates, in the order of their date of birth;
  - (6) If, in the application of sub-paragraph 2(c)(5), two or more employees have identical birth dates, they will be placed on the initial list by lottery.
- (d) An employee's former seniority district will be indicated on the seniority list for the Consolidated Eastern Seniority District by placement of the appropriate number next to his or her name. For example, employees from the former Second Seniority District will have a number "2" placed next to their name.
3. Employees with a seniority date prior to or on the effective date of this Memorandum of Agreement shall have preference, in seniority order, over other employees in filling vacancies as set forth hereunder:
- (a) those employees whose names appeared on the seniority list of the former First Seniority District will have preference in all service on the territory described by paragraph 43.1 of Article 43 of Agreement 1.1;
  - (b) those employees whose names appeared on the seniority list of the former Second Seniority District will have preference in all service on the territory described by paragraph 43.2 of Article 43 of Agreement 1.1;
4. Employees who are in training for locomotive engineer or who have been selected for training as locomotive engineer, but who have not had the opportunity to become qualified as a locomotive engineer as of the date of signing of the Memorandum of Agreement, will be accorded preference rights in accordance with Item 3 hereof.
5. (a) In the application of the forcing provisions of Article 58 (Protecting Service) of Agreement 1.1, the territorial restrictions, as described in Item 3 hereof, will prevail.
- (b) If, in the application of Article 58, a shortage of locomotive engineers continues to exist after the provisions of paragraph 58.12 have been exhausted in respect of employees not holding preference rights pursuant to this Memorandum of Agreement, qualified locomotive engineers not working as

such who have been accorded preference rights on a particular former district will be required to respond to a shortage at another home station on that former district in accordance with paragraphs 58.12 to 58.16 inclusive.

6. Notwithstanding the provisions of Article 21 of Agreement 1.1, locomotive engineers who hold preference rights pursuant to Item 3 hereof who:
  - (a) are awarded a position as a permanent vacancy in accordance with Article 47 or 48 at a home station on a former district where they do not hold such rights; or
  - (b) protect service in accordance with paragraph 58.4 of Article 58 at a home station on a former district where they do not hold such preference rights;and who, as a result thereof, are required to learn the road will be paid for actual mileage or time consumed at the minimum rate applicable to the class of train on which they travel; not more than two round trips will be paid for. In all other instances, the provisions of Article 21, where applicable, will apply.
7. Preference or homestead rights, mileage equalization and trackage rights established under previous agreements between the parties will not be affected or otherwise disturbed by this Memorandum of Agreement.
8.
  - (a) The parties hereto agree to meet within 60 days of the signing of this Memorandum of Agreement for the purpose of finalizing the Seniority List of the Consolidated Eastern Seniority District as provided in Item 2 hereof.
  - (b) Notwithstanding the provisions of paragraph 45.9 of Article 45, employees' consolidated seniority dates established as provided in Item 2 hereof shall be subject to review between the proper officer of the Company and the General Chairman for a period of one year from the date of signing of this Memorandum of Agreement.
9. The seniority list for the Consolidated Eastern Seniority District will be published as required by paragraph 45.9 of Article 45 and, in conjunction therewith, a separate list will be published for each former district listing, in seniority order, the names of each employee who holds preference rights on such districts.
10. The application of other agreement, if any, signed prior to the effective date of this Memorandum of Agreement and referring specifically to a certain seniority district as described in Article 43 of Agreement 1.1 will continue but only on the specific district described in each such agreement until otherwise changed or cancelled.

Signed at Montreal, Quebec, this 16th day of June, 1992.

FOR THE COMPANY:

**(Sgd) M. Healey**

For: Assistant Vice-President

**(Sgd) W.D. Agnew**

For: Assistant Vice-President

**(Sgd) John Pasteris**

For: Vice-President  
St. Lawrence Region

FOR THE BROTHERHOOD:

**(Sgd) R. Bourgoin**

General Chairman

**(Sgd) Bradford Wood**

Vice-General Chairman

**(Sgd) C.I. Smith**

Local Chairman

APPROVED:

**(Sgd) Gilles Hallé**

Vice-President

June 16, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

During recent negotiations, which resulted in the parties signing a Memorandum of Agreement consolidating the First and Second Seniority Districts, the Brotherhood identified two matters which you wished to have addressed in conjunction with the aforementioned Memorandum. These matters were:

- (a) modifying, if necessary, the provision of Articles 47 and 48 of Agreement 1.1 so that this Article would better meet the needs of the Consolidated Eastern Seniority District; and
- (b) a commitment from the Company that the aforementioned Memorandum would not be used by the Company to limit the application of Article 78 of Agreement 1.1 to changes which might be implemented subsequent to the signing of the Memorandum of Agreement consolidating the First and Second Seniority Districts.

The Company agreed with you that it would be advantageous for both parties to review the provisions of Articles 47 and 48 of Agreement 1.1. In this regard, the parties agreed to meet at a mutually convenient time after the signing of the Memorandum for the purpose of discussing any changes that may be required to properly administer Articles 47 and 48 of the Consolidated Eastern Seniority District.

The Company also agreed that the Memorandum of Agreement establishing the Consolidated Eastern Seniority District would not be used to limit or circumvent the application of Article 78 of Agreement 1.1 to changes which might be implemented subsequent to the signing of the Memorandum of Agreement.

We trust the foregoing satisfactorily addresses the concerns of the Brotherhood identified above.

**(Sgd) M. Healey**  
For: Assistant Vice-President  
Labour Relations

June 16, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

This is in connection with the negotiations culminating in the Memorandum of Agreement, signed at Montreal on June 16, 1992, in respect to the establishment of the Consolidated Eastern Seniority District.

During the aforementioned negotiations, the Company gave the Brotherhood its commitment to distribute, by Royal Mail, a copy of the initial seniority list for the Consolidated Eastern District to each employee whose name appears on such list. This, then, confirms that commitment.

**(Sgd) M. Healey**

For: Assistant Vice-President  
Labour Relations

June 16, 1992

Réjean Bourgoïn  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

During negotiations culminating in the signing of the Memorandum of Agreement consolidating the First and Second Seniority Districts, some concern was expressed in respect to the allocation of emergency work at locations, where locomotive engineers from more than one of the former seniority districts or seniority territories are home stationed.

In this respect, the Company pointed out that the preference rights provisions of Item 3 of the Memorandum of Agreement will apply in the allocation of all work, including emergency work. In other words, employees who are accorded preference rights on a former seniority district or seniority territory will have first entitlement to emergency work on the former seniority district or seniority territory.

We trust this satisfies your concerns in this respect.

**(Sgd) M. Healey**  
For: Assistant Vice-President  
Labour Relations



June 16, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

This is further to the Memorandum of Agreement signed in Montreal on June 16, 1992, in respect to the consolidation of seniority districts.

During discussions leading up to the signing of the aforementioned Memorandum, the Brotherhood expressed a concern that, in future, locomotive engineers could be required, pursuant to the provisions of Article 58 of the collective agreement, to protect service at a location where the language of work was one of the two official languages in which they were not fluent.

In order to allay this concern, the Company's representatives agreed to arrange a meeting with the appropriate officers, should the Brotherhood so request, to discuss these concerns in light of the recently promulgated Official Languages Act.

The Official Languages Act (Bill C-72) is designed to embody Canada's constitutional language guarantees and is intended to provide everyone with equal opportunity in official language matters. Among other things, it deals with the right of employees of federal institutions, including Crown corporations, to work in either official language in certain parts of Canada.

The Act, itself, is only a framework and the manner in which its various provisions will be administered is still in the process of evolution. Therefore, the actual impact of the Act upon employees' entitlements and obligations under the collective agreement has yet to be determined.

On this basis, the Company will continue to apply the provisions of collective agreement, including those concerned with the exercise of seniority and the filling of positions by bid or by forcing, in the same manner as it has in the past. For example, employees who cannot function in French are not now, nor will they be, considered qualified to work at those locations where the language of work is French. The same considerations, of course, would apply to employees who cannot function in English in respect of those locations where the language of work is English. Therefore, in the absence of the requisite qualifications, such employees cannot be forced to protect service at such locations pursuant to the provisions of Article 58.

In any event, as was clearly understood by both parties, Item 5 of the aforementioned Memorandum protects employees currently holding seniority as locomotive engineers from being required to protect service on other than their former seniority district. Thus, an employee currently holding seniority on the Second Seniority District at, say, Garneau, will not be required to protect service, at some future date, at Halifax.

Should the Brotherhood consider that a meeting would be beneficial, one can be arranged on a mutually convenient date.

**(Sgd) M. Healey**  
For: Assistant Vice-President  
Labour Relations

**ADDENDUM 67B**

Intentionally Left Blank

**ADDENDUM 67C**

June 16, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

During negotiations leading up to the signing of the Memorandum of Agreement, dated June 16, 1992, the Company submitted a proposal to revise Article 65 so as to allow more flexibility in the regulation of spare boards for a particular period to take care of known conditions that will arise in that period.

The Brotherhood responded that, to the best of their knowledge, local Company officers and local chairmen were cooperating and exercising good judgement in the regulation of spare boards to meet such known conditions and that, consequently, there was no need to revise the provisions of the collective agreement to cover such situations.

Under the circumstances, and recognizing the Company's concerns, you suggested that the local Company officer and the local chairman would continue to make mutually agreed to arrangements to cover forecasted changes to the numbers of employees assigned to the spare board. Should the local officer and the local chairman be unable to resolve the issue, it was agreed that the appropriate officer of the Company would contact the General Chairman to resolve the matter and arrive at a mutually acceptable solution.

The Company agreed to dispose of its proposal on this basis.

**(Sgd) M. Healey**

For: Assistant Vice-President  
Labour Relations

cc: Gilles Hallé, Vice-President, BLE, Ottawa

## **ADDENDUM 67D**

June 16, 1992

Réjean Bourgoin  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

This concerns negotiations leading up to the signing of the Memorandum of Agreement dated June 16, 1992.

During discussions leading up to the signing of the Memorandum of Agreement, the Brotherhood expressed a great deal of concern in respect to the proposed sale of the Sydney and Hopewell Subdivisions. As you are aware, the sale of the line will result in the closure of Sydney and Stellarton as home stations.

Because those home stations are the only home stations on former Seniority Territories "B" and "C", respectively, locomotive engineers displaced as a result of closure will be required to place themselves at other home stations, on other former territories of the First Seniority District, based on their First Seniority District seniority date of March 1, 1990.

In all likelihood, such seniority will not allow employees to hold a position as locomotive engineer at such other home stations and they will, consequently, be subject to demotion to positions governed by the collective agreement in effect between the Company and the United Transportation Union.

In that event, they would be entitled to the terms and conditions of the Memorandum of Agreement signed between the Company and the United Transportation Union, on March 29, 1992, in respect of the operation of through freight trains with a conductor-only crew consist; that is, employees accorded status as a protected freight employee pursuant to that Memorandum of Agreement will not be subject to being laid off or cut off. In addition, they will be governed by the terms of the letter appended to the aforementioned Memorandum of Agreement as Appendix 5, which specifically deals with the circumstances that may be occasioned by the proposed sale of the Sydney and Hopewell Subdivisions and the consequent closure of Sydney and Stellarton.

We trust this allays your concerns.

**(Sgd) M. Healey**

For: Assistant Vice-President  
Labour Relations

cc: Gilles Hallé, Vice-President, BLE, Ottawa

#### **ADDENDUM 67E**

June 16, 1992

Réjean Bourgoïn  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Centre Hospitalier  
Charny, Québec  
G6X 1L3

This concerns negotiations leading up to the signing of the Memorandum of Agreement dated June 16, 1992.

During these negotiations, the handling of portable radios by locomotive engineers was discussed primarily in relation to duties carried out in compliance with operating rules and instructions in a conductor only operation.

As a result of these discussions, it became apparent that, in a conductor-only operation, a locomotive engineer may be required to use a portable radio during the tour of duty.

The Company will make arrangements to have portable radios available to be picked up by locomotive engineers at those locations where they report for duty.

**(Sgd) M.A. Fisher**  
For Chief of Transportation

cc: Gilles Hallé. Vice-President, BLE, Ottawa

## ADDENDUM 68

November 20, 1992

B. Wood  
General Chairman  
Brotherhood of Locomotive Engineers  
8093 Boul. du Ctre Hospitalier  
Suite 204  
Charny, Quebec G6X 1L3

C. Hamilton  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 140  
Kingston, Ontario K7L 4V6

W.A.Wright  
General Chairman  
Brotherhood of Locomotive Engineers  
No. 2 - 3012 Louise Street  
Saskatoon, Saskatchewan S7J 3L8

This is in reference to the Memorandum of Settlement dated November 20, 1992 and the revision of language in Appendix B by deletion of the words "whose earnings are adversely affected" from the Maintenance of Earnings Provisions contained in the revised Articles 89 and 78 of Agreements 1.2 and 1.1 respectively.

As a result of our extensive discussions, the parties agreed that the purpose of the Maintenance of Earnings provisions in the agreement was to protect the earnings of Locomotive Engineers who suffered a financial loss from a material change in working conditions, and not to provide an umbrella under which employees earnings would be protected despite a change in work habits or as a result of programmed displacements.

In order to resolve the issue, the parties agreed to make certain modifications to Article 89 and 78 of Agreements 1.2 and 1.1 respectively, including the removal of the language "and whose earnings are adversely affected thereby" from the aforementioned provisions. In return, the Brotherhood gave its assurance in two areas:

- 1) It would discourage programmed displacements.
- 2) It did not support significant changes in work patterns by employees in a manner or as a means to increase Maintenance of Earnings payments.

The Brotherhood indicated it would advise its membership of the aforementioned.

If the aforementioned accurately reflects our conversation, please sign where indicated.

Yours truly,

**(Sgd) M. Healey**

For: Assistant Vice-President  
Labour Relations

I CONCUR:

**(Sgd) C. Hamilton**

General Chairman

I CONCUR:

**(Sgd) Bradford E. Wood**

General Chairman

I CONCUR:

**(Sgd) Wayne A. Wright**

General Chairman

cc: G. Hallé, Vice-President, BLE, Ottawa

**ADDENDUM 69**

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## ADDENDUM 70

(former Appendix 2 of May 5, 1995 Agreement)

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario N7T 5W4

Gentlemen

During negotiations which culminated in an agreement in Toronto in May 1995, in respect to the matter of familiarization of territory, it was agreed the provisions of Article 20 of Agreement 1.1 and Article 16 of Agreement 4.16 would be, for the purposes of extended runs, amended to reflect :

- (a) To ensure employees are familiar with an extended run territory, implementation will be staggered so as to allow the conductor who is familiar with that portion of the run to serve as a pilot for the locomotive engineer who is unfamiliar with that portion of the run for three trips. This will be achieved by implementing the locomotive engineers' train runs one month prior to the implementation of the conductors' train runs. Upon completion of this phase, the locomotive engineer will serve as a pilot for the portion of the run that the conductor is unfamiliar with.
- (b) Consideration will be given to training by the same classification on heavy grade subdivisions.
- (c) The employee who performs the duties of the pilot shall be paid the following rates over and above all other wages earned for that tour of duty.

	EFFECTIVE				
	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
Locomotive Engineers in a yard/ non-extended run operation	\$46.63	\$47.57	\$48.52	\$49.97	\$51.47
Locomotive Engineers in extended run territory	\$63.13	\$64.39	\$65.68	\$67.65	\$69.68

(Sgd) M. Healey  
For Assistant Vice-President  
Labour Relations

I Concur:

(Sgd) W.G. Scarrow      (Sgd) C. Hamilton

(Sgd). R. LeBel  
(Sgd) M. Gregotski

(Sgd) B. Wood



## ADDENDUM 71

(Former Appendix 3 of May 5, 1995 Agreement)

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario  
M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario  
L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario  
N7T 5W4

Gentlemen

During negotiations which culminated in an agreement in Toronto in May 1995, there was some discussion on the conditions of locomotive cabs.

During our discussions the Company indicated it is committed to the Baultar, or equivalent, seat retrofit program which is presently ongoing on the road fleet of locomotives. This program is currently underway and is scheduled to be completed by May 5, 1997

One of the Council's demands during the current round of negotiations concerned the provision of a microwave oven on all road locomotives. It is our intention to order all new road locomotives and equip the existing road fleet with microwave ovens. Except for some locomotives that will be phased out in the next several years, all road locomotives will be equipped with a microwave oven by May 5, 1997. In the interim, when a locomotive consist has a unit equipped with a microwave oven it will be dispatched in the lead position when practicable.

**(Sgd) K.L. Heller**  
Chief of Transportation

I Concur:

**(Sgd) W.G. Scarrow**  
**(Sgd) R. LeBel**  
**(Sgd) M. Gregotski**

**(Sgd) C. Hamilton**  
**(Sgd) B. Wood**

## **ADDENDUM 72**

(Former Appendix 6 of May 5, 1995 Agreement)

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario  
M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario  
L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario  
N7T 5W4

Gentlemen:

### Applications and Interpretation of the Collective Agreement

During the last round of negotiations the Council expressed discontent with the manipulation and obvious abuse of the Collective Agreement provisions. Instances were cited of situations where the Company had directed employees to perform or complete work, which was either contrary or blatantly in violation of the Collective Agreement.

The Council submitted a demand that in our view would provide the necessary disincentive for line officers to ignore the Collective Agreement provisions. Basically, this demand provided for a penalty of 8 hours or 100 miles payment when employees were directed or instructed to either violate the Collective Agreement or perform duties when the Collective Agreement had specific work rules or protections that afforded employees specific rights. The Council expressed concern and disappointment with the effect this was having on employee morale.

The Company was reluctant to include such provision in the specific Articles, but advised that they were committed to eliminating the instances when the agreements was ignored or abused. Although there were assurances given, that there would be continuous monitoring of obvious problem areas, the Council was unconvinced that this would have a positive effect.

The Company regarded this matter as a serious problem which required its immediate attention. Accordingly, it agreed that the parties would begin to document those occurrences to determine the root cause of the incidents for a period of six months.

Upon completion of the six months, or at any earlier time, the General Chairmen deem it necessary a meeting will be arranged with the undersigned to review the matters with the view of an undertaking the necessary action to correct the matter. In the interim, I expect that you will keep the undersigned current with any violations which need my personal attention.

Yours truly

**(Sgd) K.L. Heller**  
Chief of Transportation

### ADDENDUM 73

(Former Appendix 8 of May 5, 1995 Agreement)

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario N7T 5W4

Gentlemen

During negotiations which culminated in an agreement in Toronto in May 1995, in respect to the matter of the modified engine service training program for conductors, there was some discussion about the course structure and intent.

In this respect, the Company indicated that it is necessary in an extended run environment to have two employees who can operate the locomotive. The intent of the course is to provide the conductor the ability to operate the locomotive under the guidance of a qualified locomotive engineer. This will not affect their present duties as the conductor is still in charge of the train and the locomotive engineer is still responsible for the operation of the locomotive.

The structure of the modified engine service training course is as follows:

#### Technical & Rules Training - Gimli Manitoba 14 Days

- Basic Air Brake training Program
- Motive Power
- Simulator Training - 10 structured hours

#### On Job Training

- Joint Selection Process On Job Trainer
- Training with credible On Job Trainer - 2 weeks
- Review of runs with local officer, trainee and OJT, using downloads and evaluation sheets.

Upon successful completion of this program conductors will receive an Operator's Permit which will allow them to operate the locomotive when accompanied by a qualified locomotive engineer. While attending the training program the conductor will not suffer any loss of wages.

The Company and local chairperson will jointly examine cases where individuals do not reach qualification status within certain parameters. If a remedy is not found it will be elevated to the General Chairperson and District Manager for resolution.

**(Sgd) K.L. Heller**  
Chief of Transportation

I Concur:

**(Sgd) W.G. Scarrow**

**(Sgd) R. LeBel**

**(Sgd) M. Gregotski**

**(Sgd) C. Hamilton**

**(Sgd) B. Wood**

## **ADDENDUM 74**

### **(Former Appendix 9 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario  
M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario  
L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario  
N7T 5W4

Gentlemen:

During negotiations at Toronto in May 1995 which culminated in an agreement on implementation of extended runs/CSIP in Eastern Canada, we agreed to a process for implementation and ongoing monitoring.

It was decided in order to protect employees that a set of principles would be used to guide implementation and ongoing operation of extended runs. These principles are as follows:

#### **Principles of Extended Runs/CSIP**

1. Will not reduce the level of safety.
2. Will enhance transit time and reduce initial and final terminal time.
3. Employees will be provided accurate line-ups to allow sufficient rest prior to starting an extended run.
4. Employees will arrange to report for duty prepared to complete the assignment for which called.
5. At the crew ordering time extended run trains will be ready for the outbound crew to commence their duties to the extent possible with power on train, brake test completed, train coupled, etc.
6. Extended run trains will normally operate as hook and haul, however will perform customer services when other train service is not practicable i.e.:
  - pick up a bad order
  - service a plant when a switcher is not practical
  - set out or pick up when another method would delay traffic or disrupt the service plan
7. Both employees would be properly trained to operate a locomotive.
8. Cab conditions of locomotives will be improved within defined time frames to provide a more suitable ergonomic environment.
9. Marshalling and customer service activity in extended run territory to be primarily performed by road switchers and wayfreights that will not be operated as extended runs.

It was agreed for these principles to be used to provide maximum value, a set of measures and standards

needed to be developed which tracked adherence to these principles. The measurement would be provided to the union and the company at regular intervals (monthly) and jointly reviewed on a regular basis. Both parties are committed to action when unacceptable deviation occurs.

The parties agreed to the following committee structure for implementation and ongoing monitoring of extended runs:

#### Regional Steering Committee - Permanent

Consisting of:

- 2 CCROU General Chairmen
- 2 Senior Company Officers such as the Regional Director Operations and 1 District Manager.

Frequency:

- Must meet or conference call quarterly or more frequently if performance dictates.

Mandate:

- Review standards/measures
- Ensure acceptable performance
- Resolve performance issues.

#### Regional Implementation Committee - Temporary

Consisting of:

- 2 appointees by the CCROU General Chairmen
- 2 Senior Company Officers

Frequency:

- Full time until extended runs are implemented.

Mandate:

- Determine standards and measures
- Establish detailed implementation plans for Eastern Canada including points covered in Attachment A.

#### District Committee - Permanent

Consisting of:

- 2 appointees by the CCROU General Chairmen
- The District Superintendent Transportation
- One other Company committee appointee.

Frequency:

- Must meet or conference call quarterly or more frequently if performance dictates.

Mandate:

- Review district measures and standards
- Ensure acceptable performance
- Resolve performance issues
- Elevate to regional level performance issues that can not be resolved at a District level.

Extended run standards and measures will be distributed regularly to all employees involved with extended runs. Standards will be adjusted jointly on a needs basis (i.e., as cab conditions improve, higher level of standard will be established, and in no case will the amount of line work increase to exceed conductor only criteria).

Prompt implementation would be jointly co-ordinated within defined time frames as defined in Attachment B.

Prior to the implementation, the parties agree that each affected terminal will be visited to explain to employees that CSIP and extended runs.

It is agreed that the appropriate Local Chairpersons will be assembled on each Region to explain the introduction of extended runs.

The parties agreed that employees will not be adversely affected by extended runs. However, in the unlikely event that there is an impact number of employees on the spareboard/furlough boards/laid off which can be



attributed to the introduction of extended runs, the Regional Steering Committee will address the matter and determine what remedial action, including any benefits covered by the Material Change provisions of the Agreements.

Extended runs, crew sequencing and booking rest en route standards will be adjusted from time to time in keeping with extended run principles through the agreement of the Regional Steering Committee.

For the purposes of payment these committee meetings will be considered company initiated.

The overriding objective of the foregoing is to have extended runs function consist with the least possible exceptions against the principles we have established.

If the aforementioned accurately reflects the parties conversation, please sign where indicated.

**(Sgd) K.L. Heller**  
Chief of Transportation

I Concur:

**(Sgd)W.G. Scarrow**  
**Sgd). R. LeBel**  
**(Sgd) M. Gregotski**

**(Sgd) C. Hamilton**  
**(Sgd) B. Wood**

## **Attachment A**

Examine and implement crewing, scheduling, and cycling of assignments.

Determine appropriate accommodation arrangements, including travelling to and from accommodations.

Predetermined criteria for reaching the objective terminal

- i. dangerous commodities
- ii. sufficient power
- iii. dimensional loads
- iv. restricted equipment
- v. etc.

Minimize / eliminate the need for relocation of employees

Ensure both employees are trained and familiarized/qualified prior to the implementation of extended runs.

Provide for work sharing initially recognizing the present terminal work (pro-rated)

## **Attachment B**

Implementation schedule extended runs / Eastern Canada

Details to be determined by Regional Implementation Committee

Entire program must be completed by not later than April 1, 1996.

## **Attachment C**

### **Extended Run Terminals**

Extended runs in through freight service will be established between the following home terminals in accordance with Addendum 74 (former Appendix 9 – May 95)

London-Belleville (certain trains)  
Montreal-Toronto(certain trains)  
Belleville-Hamilton  
Halifax-Moncton  
Moncton-Edmundston  
Hornepayne-Armstrong  
Sarnia-Oshawa  
Battle Creek-London  
London-Belleville  
St. Antoine-Belleville  
Montreal-Toronto (certain trains)  
Belleville-Pt. Robinson  
Buffalo-Sarnia  
Detroit (Moterm)-Toronto (Intermodal)  
Flint-Oshawa  
Toronto-Capreol  
Capreol-Hornepayne  
Buffalo-Oshawa  
Joffre-MontJoli  
Joffre-Campbellton

For the purposes of the document, Sarnia-Port Huron are the same, and Windsor-Detroit are the same, Buffalo-Niagara are the same and the established travel allowances are applicable at these locations.

The following terminals will be used in order to balance crews:

Montreal-Belleville  
Belleville-Toronto  
Sarnia-Toronto  
Windsor-London  
London-Toronto  
Buffalo-Toronto  
Sarnia-Niagara  
Montreal-Joffre  
Montreal-Garneau  
Flint-Sarnia  
Battle Creek-Sarnia

Other extended runs will be implemented and terminal used for balancing crews in accordance with the criteria outlined in Addendum 74.

## **ADDENDUM 75**

### **(Former Appendix 10 of May 5, 1995 Agreement)**

#### **CANADIAN NATIONAL RAILWAY COMPANY**

Memorandum of Agreement between the Canadian National Railway Company and the C.C.R.O.U. establishing preference rights on the former Consolidated Eastern and Central Seniority Territories.

It is agreed that:

1. Locomotive Engineers with a seniority date on or prior to January 1, 1996 on the Central Seniority District shall have preference, in seniority order, for all service on the (former) Central Seniority District as described in paragraphs 43.3 to 43.5 of Article 43 of Agreement 1.1.
2. Locomotive Engineers with a seniority date on or prior to January 1, 1996 on the Consolidated Eastern Seniority District shall have preference, in seniority order, for all service on the (former) Eastern Seniority District as described in paragraphs 43.1 and 43.2 of Article 43 of Agreement 1.1.
3. The name of each employee who has a seniority date as a locomotive engineer on or prior to January 1, 1995 on the Consolidated Eastern Seniority District shall be placed, in seniority order, at the bottom of the Central Seniority District list with a seniority date of January 2, 1995.
4. The name of each employee who has a seniority date as a locomotive engineer on or prior to January 1, 1995 on the Central Seniority District shall be placed, in seniority order, at the bottom of the Consolidated Eastern Seniority District list with a seniority date of January 2, 1995.
5. Employees, who have applied and been accepted for locomotive engineer training and have not had the opportunity to become qualified as a locomotive engineer will be afforded preference rights and seniority in accordance with items one to four of this memorandum.
6. The name of each employee who acquires a seniority date after those employees outlined in items one to five hereof will not have preference rights and shall be placed on both lists in accordance with paragraph 45.3 of Article 45 of Agreement 1.1.
7. In the application of paragraph 58.12 of Article 58, Agreement 1.1, a shortage of locomotive engineers will be filled in the following sequence:
  - (i) the junior locomotive engineer not working as such on the same (former) seniority district as the vacancy.
  - (ii) there being none, the junior locomotive engineer not working as such on the other (former) seniority district.

Locomotive engineers who hold preference rights pursuant to this Memorandum of Agreement will not be required to protect shortages outside their (former) seniority district while working in their (former) seniority district.

8. Notwithstanding the provisions of Article 21 of Agreement 1.1, locomotive engineers who hold preference rights pursuant to this Memorandum of Agreement who:
  - (i) are awarded a position on a permanent vacancy in accordance with Articles 47 or 48 at a home station on a former district where they do not hold such rights; or
  - (ii) protect service in accordance with paragraph 58.4 of Article 58 at a home station on a former district where they do not hold such preference rights;

and who, as a result thereof, are required to learn the road will be paid for actual mileage or time consumed at the rate applicable to the class of train on which they travel; not more than two round trips will be paid for. In all other instances, the provisions of Article 21, where applicable, will apply.

9. Preference or homestead rights, mileage equalization and trackage rights established under previous agreements between the parties will not be affected by this Memorandum of Agreement.
10. The application of other agreements, if any, signed prior to the effective date of this Memorandum of Agreement and referring specifically to a certain seniority district as described in Article 43 of Agreement 1.1 will continue but only on the specific district described in each such agreement until otherwise changed or cancelled.

Signed at Toronto, Ontario this 5th day of May, 1995

FOR CANADIAN NATIONAL  
RAILWAY COMPANY:

**(Sgd) M.E. Healey**  
For: Assistant Vice-President  
Labour Relations

FOR CANADIAN COUNCIL  
OF RAILWAY OPERATING  
UNIONS

**(Sgd) C. Hamilton**  
General Chairman

**(Sgd) B.E. Wood**  
General Chairman

## **ADDENDUM 75A**

### **CANADIAN NATIONAL RAILWAY COMPANY**

Following the ratification of the 2015 Memorandum of Settlement between the Canadian National Railway Company and the Teamsters Canada Rail Conference, it was agreed to revise the application of Addendum 75.

It is agreed that:

1. Addendum 75 is revised as per the following.
2. Locomotive Engineers with a seniority date on or prior to January 1, 1996 on the Central Seniority District shall have preference, in seniority order, for all service on the Central Seniority District as described in paragraphs 43.3 to 43.5 of Article 43 of Agreement 1.1.
3. Locomotive Engineers with a seniority date on or prior to January 1, 1996 on the Consolidated Eastern Seniority District shall have preference, in seniority order, for all service on the Eastern Seniority District as described in paragraphs 43.1 and 43.2 of Article 43 of Agreement 1.1.
4. The name of each employee who has a seniority date as a locomotive engineer on or prior to January 1, 1996 on the Consolidated Eastern Seniority District shall be placed, in seniority order, on the Central Seniority District list with a seniority date of January 2, 1996.
5. The name of each employee who has a seniority date as a locomotive engineer on or prior to January 1, 1996 on the Central Seniority District shall be placed, in seniority order, on the Consolidated Eastern Seniority District list with a seniority date of January 2, 1996.
6. Employees who applied and were accepted for locomotive engineer training on or before January 1, 1996 and have not yet had the opportunity to become qualified as a locomotive engineer will be afforded preference rights and seniority in accordance with items two to five of this memorandum.
7. The name of each employee who acquires a seniority date after those employees outlined in, items two to six hereof shall be placed on the locomotive engineer seniority lists in accordance with paragraph 45.3 of Article 45 and Addendum 78 of Agreement 1.1.
8. Locomotive engineer vacancies on the Consolidated 1<sup>st</sup> and 2<sup>nd</sup> Seniority District will not be advertised to locomotive engineers on the Consolidated Central District (3<sup>rd</sup>, 4<sup>th</sup> and 6<sup>th</sup>).
9. Locomotive engineer vacancies on the Consolidated 3<sup>rd</sup>, 4<sup>th</sup>, and 6<sup>th</sup> Seniority District will not be advertised to locomotive engineers on the Consolidated Eastern District (1<sup>st</sup> and 2<sup>nd</sup>).
10. Locomotive engineers holding seniority on the Consolidated Eastern Seniority District will only be permitted to displace on the Consolidated Central Seniority District (3<sup>rd</sup>, 4<sup>th</sup> or 6<sup>th</sup>) once they have exhausted their locomotive engineer seniority on the Consolidated Eastern District.
11. Locomotive engineers holding seniority on the Consolidated Central Seniority District will only be permitted to displace on the Consolidated Eastern Seniority District (1<sup>st</sup> and 2<sup>nd</sup>) once they have exhausted their locomotive engineer seniority on the Consolidated Central District.

12. In the application of paragraph 58.12 of Article 58, Agreement 1.1, a shortage of locomotive engineers will be filled as follows:

(i) for a vacancy on the Consolidated 3rd, 4<sup>th</sup> and 6<sup>th</sup> District:

- (a) the junior locomotive engineer not working as such on the home District of the vacancy (either the 3<sup>d</sup>, 4<sup>th</sup> or 6<sup>th</sup>).
- (b) if none, then the junior locomotive engineer not working as such from within the remaining two home Districts in the Consolidated Central Region.

(ii) for a vacancy on the Consolidated 1<sup>st</sup> and 2<sup>d</sup> District:

- (a) the junior locomotive engineer not working as such on the home District of the vacancy (either the 1<sup>st</sup> or 2<sup>nd</sup>).
- (b) if none, then the junior locomotive engineer not working as such from the remaining home District in the Consolidated Eastern Region.

(iii) After exhausting the provisions of items (i) and (ii) above, if there are no junior locomotive engineers not working as such on the applicable Consolidated District (i.e. Central or Eastern) available to protect a shortage within the applicable consolidated district, the junior locomotive engineer not working as such, with seniority in the other consolidated district will be required to protect service. Locomotive engineers with a hiring date of December 31<sup>st</sup> 2015 or earlier will not be required to protect service under this item.

Locomotive engineers with previously established preference rights on any Territory or District will not be required to protect service outside their homestead seniority Territory or District.

13. Notwithstanding the provisions of Article 21 of Agreement 1.1, locomotive engineers who hold preference rights pursuant to this Memorandum of Agreement who:

- (i) are awarded a position on a permanent vacancy in accordance with Articles 47 or 48 at a home station on a district where they do not hold such rights; or
- (ii) protect service in accordance with paragraph 58.4 of Article 58 at a home station on a district where they do not hold such preference rights;

and who, as a result thereof, are required to learn the road will be paid for actual mileage or time consumed at the rate applicable to the class of train on which they travel; not more than two round trips will be paid for. In all other instances, the provisions of Article 21, where applicable, will apply.

14. This Addendum will not disturb the previously established rankings of any locomotive engineer as validated pursuant to the 2015 versions of the various Locomotive Engineer Territory and District Seniority Lists, save for the exception contained in paragraph 15 below.
15. Locomotive Engineers working in other than the seniority district for which they originally established homestead rights at the time of ratification, will have an opportunity to return back to their former home terminal. Such Locomotive Engineers shall have this opportunity afforded to them at the Change of Card, for the 2 (two) consecutive regular changes of cards subsequent to ratification (Spring/Fall). Application to return back to former home terminal must be completed with Change of Card bids prior to the closing of the change of card at the former home terminal. Should one of these employees decide not to return back to his former home terminal, his seniority ranking will be established as per paragraph 4 and 5 of this addendum.
16. Preference or homestead rights, mileage equalization and trackage rights established under previous agreements between the parties will not be affected by this Memorandum of Agreement.



17. The application of other agreements, if any, signed prior to the effective date of this Memorandum of Agreement and referring specifically to a certain seniority district as described in Article 43 of Agreement 1.1 will continue but only on the specific district described in each such agreement until otherwise changed or cancelled.
18. This Addendum is subject to ratification by locomotive engineers working under the 1.1 Agreement within six (6) weeks from the date of its signature. Should it not be ratified, Addendum 75 shall remain applicable as per the existing terms.

Signed this 3<sup>rd</sup> day of June, 2016

FOR THE CANADIAN NATIONAL  
RAILWAY COMPANY

**(Sgd)** Dominique Larouche  
For: Assistant Vice-President  
Labour Relations

FOR THE TEAMSTERS CANADA  
RAIL CONFERENCE

**(Sgd) R. Caldwell**  
General Chairman

**(Sgd) J.M. Halle**  
General Chairman

## ADDENDUM 76

(Former Appendix 11 of May 5, 1995 Agreement)

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario  
M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario  
L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario  
N7T 5W4

Gentlemen:

During the current round of negotiations, the Union expressed concern about Road Crews not being given the opportunity to have a meal at a reasonable hour. It was emphasized that the revisions to the eating rules were not to jeopardize nor take away the rights for employees to have a meal in other than through freight service.

The Union raised different instances where employees were being denied the opportunity to eat at a reasonable time or at locations where there were suitable eating facilities during a specific time.

It is agreed that if there are suitable eating facilities at a location, employees would be allowed a reasonable opportunity to eat at this location rather than being told to leave the area to go to a location where it was known there were not suitable facilities. Employees are to arrange their work accordingly to ensure that eating does not disrupt customer service.

The Company commits to ensure that line officers are apprised of this directive of permitting employees to consume meals at a reasonable hour.

Yours truly,

**(Sgd) K. L. Heller**  
Chief of Transportation

**ADDENDUM 77**

**(Former Appendix 12 of May 5, 1995 Agreement)**

May 5, 1995

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Gentlemen:

This is in reference to our discussions concerning the new and critical Ultramar contract operating between St. Romuald and Montreal. As you are aware, this contract has the opportunity of new markets with this and other customers allowing rail to operate in this short distance market. However, the economics of such an operation dictated that a conductor only operation without any restrictions with respect to the duties which may be performed was a prerequisite. As well, the operation, due to the length of the run would also require an extended day of 11 hours before rest could be booked.

Both parties agreed this was a unique opportunity for the Company and employees to improve the Eastern Canada operation by acquiring new business and accordingly agreed the aforementioned would apply. It was hoped that co-operative ventures of this nature would lead to additional business opportunities.

**(Sgd) K.L. Heller**  
Chief of Transportation

**(Sgd) R. LeBel**

**(Sgd) B.E. Wood**

## **ADDENDUM 78**

### **(Former Appendix 13 of May, 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario  
M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario  
L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario  
N7T 5W4

Gentlemen

During the mediation/arbitration process the Company and Union, discussed the impact of consolidation of the Eastern Seniority District and Central Seniority District into one amalgamated seniority district.

It was agreed at that time, that subsequent to the finalization of these seniority districts, the parties would meet to determine a mechanism that would afford employees a fair and equitable method of applying and qualifying as Locomotive Engineers. The following principles were agreed to in this determination:

1. An initial bulletin requesting applicant to train and qualify as Locomotive Engineers will be issued to the 20th seniority district.
2. Employees desiring such training must apply on the initial bulletin, to ensure they do not suffer a loss of seniority.
3. Employees on the initial list shall establish their seniority ranking on the Eastern Seniority District in conjunction with their relative standings on the amalgamated 20th seniority district, which shall establish a master list for the purpose of training.
4. The Company shall train employees on the established Master List for terminal/locations which Locomotive Engineers are required, regardless of their standing on such list.

This order of training shall not prejudice the seniority of the applicants, as although upon completion is when employees are afforded seniority, they shall be placed on the Locomotive Engineers' list in conjunction with their ranking on the aforementioned master seniority list.

Employees who are on the master list, but who are not required at the time, shall retain their seniority standing, provided they attend the first available training course.

Subsequent to the training and qualifying of employees, the original bulletin, the Company will issue another bulletin, which shall request further applications from those employees desiring training/qualification as Locomotive Engineers.

The parties recognize, and agree, that if something arises which does not properly protect the vested seniority rights of employees, then necessary modifications can be made.

Copies of all bulletins will be provided along with successful applicants to the appropriate General Chairman.

**(Sgd) M.E. Healey**

for: Assistant Vice-President  
Labour Relations

**ADDENDUM 79**  
**(Former Appendix 14 of May 5, 1995 Agreement)**

May 5, 1995

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, N.S.  
B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Que.  
G1R 1R7

Gentlemen:

During the mediation/arbitration process pursuant to the Railway Commission Bill C-77, we had several discussions concerning the need to deal with the mitigation of adverse effects for employees in Atlantic Canada (east of Joffre).

In resolution of the aforementioned, within 60 days of signing this letter, the parties will meet to negotiate measures to mitigate adverse effects with the exception of the weekly layoff benefits.

If agreement cannot be reached by July 15, 1995 any outstanding issues between the parties will be submitted to final and binding arbitration to the arbitrator occupying the Canadian Railway Office of Arbitration. If the aforementioned accurately reflects our discussion, please sign where indicated in the space provided below.

Yours truly,

**(Sgd) M.E. Healey**  
For: Assistant Vice-President  
Labour Relations

I concur:  
**(Sgd) B. Wood**

I concur:  
**(Sgd) R. LeBel**

## ATTACHMENT A

In accordance with the provisions of Addendum 79 it is agreed that the following measures are being adopted to mitigate the adverse effects on employees who will be impacted by either;

- (a) the elimination of furlough boards
- (b) the introduction of two person crews east of Joffre;
- (c) the elimination of yard/road distinctions; and,
- (d) the implementation of terminal closures at Truro, Edmundston and Riviere du Loup.

It is further agreed these measures are being adopted in an effort to alleviate and/or eliminate the adverse effects for employees who are affected by the above-noted changes.

Employees who wish to avail themselves of one of the benefits listed below must make an irrevocable election at the time the changes are implemented, except as otherwise specifically identified within this document.

It is also agreed the number of separation/severance/ education leave opportunities are limited to the number of surplus employees at the individual terminals or on the seniority districts. In other words, if we do not have any surplus employees at a home terminal or on the seniority district covering employees at that home terminal, employees will not be entitled to sever their services through retirement, resignation or paid leaves of absence.

### 1. EARLY RETIREMENT

Employees who are eligible for early retirement under the Company's Pension Plan(s) and who have 85 pension points as defined by the Pension Plan(s) Rules will be entitled to a lump sum payment equal to the present value of the monthly separation payment until age 65 as provided below, calculated on the basis of a discount rate of ten (10) percent per annum.

The monthly separation payment is the amount which, when added to the Company Pension, would give the employee an amount equal to a percentage of his average annual earnings over the best five (5) year period, as defined under the 1959 Pension Plan Rules in accordance with the following formula:

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

**NOTE:** This lump sum payment will not be considered earnings for pension calculation purposes.

In the application of the above, eligible employees who are not members of the 1959 Pension Plan or who have entered the 1959 Pension Plan when it was reopened and did not purchase all eligible service will receive the lump sum payment calculated on the assumption that such employees did belong to the 1969 Pension Plan throughout the employees' career. Such employees will receive the payment due them in accordance with the paragraph immediately above minus any pension payments which would have been due to them had they been a member of the 1959 Pension Plan.

Employees aged 55 or over who receive an early retirement opportunity in accordance with this letter shall be entitled to have their group life insurance, extended health care and dental plan benefits continued fully paid up by the Company until age 65. At age 65, employees will be provided a paid-up life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.

## II DEFERRED SEPARATION – OPTION A

Employees who are at least 50 years of age with at least 75 pension points who will be eligible for early retirement under the CN Pension Plan (s) Rules within five (5) years (i.e. employees who will have 85 points as defined by the Pension Plan(s) Rules within 5 years) may voluntarily elect to go on a deferred separation under the following terms and conditions.

Employees who elect deferred separation will be compensated on the basis of 65% of the Basic Weekly Pay of the permanent position held at the time the above-noted changes are implemented until such time as they are eligible for early retirement. Basic Weekly Pay will be determined in the same manner as provided for under Articles 78.13 and 79.13 of Agreements 1.1 and 4.16 respectively.

Employees who elect deferred separation will be paid on the same bi-weekly basis as they were paid while in active service with the Company. Normal deductions covering pension, income tax, etc. will be made in the usual manner.

Employees within five (5) years of eligibility for early retirement electing deferred separation will, at the time they qualify for early retirement under the Company's Pension Plan(s), be entitled to a separation allowance in a lump sum payment calculated on the basis of the following formula:

Years of Cumulative No. of weeks Salary Credited For Each Year of Service	Compensated Service Remaining to Normal Retirement
35 or more	6.0
34	5.9
33	5.8
32	5.7
31	5.6
30	5.5
29	5.4
28	5.3
27	5.2
26	5.1
25	5.0

Notes: This lump sum payment will not be considered earnings for pension calculation purposes.

A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g. 4 years and 1 month (or major portion thereof) equals 4 1/12 (4/083) years.

Weeks of salary means the basic weekly rate of pay established at the time the employee elected this deferred separation option.

Employees who elect deferred separation in accordance with the provisions of Option A will accumulate credit for pension eligibility purposes while on the deferred separation plan.

Employees who elect the deferred separation plan in accordance with the provisions of Option A will be entitled to have their group life insurance, extended health care and dental benefits continued fully paid by the Company until age 65. At age 65, employees will be provided a life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.

### Option B

Employees who are at least 48 years of age with at least 71 pension points who will be eligible for early retirement under the CN Pension Plan(s) Rules within seven (7) years (i.e. employees who will have 85 points as defined by the Pension Plan(s) Rules within 7 years) may voluntarily elect to go on a deferred separation under the following terms and conditions.



Employees who elect deferred separation will be compensated on the basis of 65% of the Basic Weekly Pay of the permanent position held at the time the above-noted changes are implemented until such time as they are eligible for early retirement. Basic Weekly Pay will be determined in the same manner as provided for under Articles 78.13 and 79.13 of Agreements 1.1 and 4.16 respectively.

Employees who elect deferred separation will be paid on the same bi-weekly basis as they were paid while in active service with the Company. Normal deductions covering pension, income tax, etc. will be made in the usual manner.

Employees within seven (7) years of eligibility for early retirement electing deferred separation will, at the time they qualify for early retirement under the Company's Pension Plan(s) be entitled to a separation allowance in a lump sum payment calculated on the basis of the following formula:

Years of Cumulative No. of weeks Salary Credited For Each Year of Service	Compensated Service Remaining to Normal Retirement
35 or more	4.5
34	4.4
33	4.3
32	4.2
31	4.1
30	4.0
29	3.9
28	3.8
27	3.7
26	3.6
25	3.5

Notes: This lump sum payment will not be considered earnings for pension calculation purposes.

A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g. 4 years and 1 month (or major portion thereof) equals 4 1/12 (4.083) years.

Weeks of salary means the basic weekly rate of pay established at the time the employee elected this deferred separation option.

Employees who elect deferred separation in accordance with the provisions of Option B will accumulate credit for pension eligibility purposes while on the deferred separation plan.

Employees who elect the deferred separation plan in accordance with the provisions of Option B will be entitled to have their group life insurance, extended health care and dental benefits continued fully paid by the Company until age 65. At age 65, employees will be provided a life insurance policy, fully paid by the Company, in the amount equal to that in effect in existing collective agreements.

Employees who are not eligible for Option B at the time the changes are implemented but who will attain age 48 or accumulate the required 71 pensionable service points prior to 31 December 1995 will be eligible for this benefit providing they make application for an commence their deferred separation during the month in which they attain the required age or accumulate the required 71 pensionable service points.

### III LAYOFF BENEFITS

Employees with more than two (2) years of cumulative compensated service shall be entitled to layoff benefits as prescribed by the provisions contained in the Offer of Settlement dated 5 May 1995 providing they meet the eligibility criteria described therein.

#### **IV SEVERANCE PAYMENT**

Employees may elect to take a lump sum payment in accordance with the following scale:

Less than 8 years CCS	\$15,000.
More than 8 years CCS	\$80,000

Employees electing a severance payment shall be entitled to group life insurance and extended health and vision care benefits fully paid by the Company for a period of one year following the date of their resignation from service.

Employees electing a severance payment may, at their option, elect to receive the lump sum payment in two installments over a 13 months period.

#### **V Educational Leave of Absence**

Employees who are not eligible for early retirement or the deferred separation benefits, will be entitled to a leave of absence for educational purposes, with pay for a period of up to three (3) years while attending an educational training program.

Employees electing this option will be paid a basic weekly rate of:

Employees regularly assigned as Locomotive Engineer:	\$850.00
Employees regularly assigned as Conductor	\$815.00
Employees regularly assigned as Assistant Conductors:	\$745.00

The education training program, for which the employee desires leave, must be approved by the Company prior to educational leave of absence being granted.

Employees granted educational leave of absence will be subject to being called to work while not attending courses during recognized school breaks. All outside earnings during this period of leave will be deducted from the employees' pay.

Upon completion of the training program for which leave of absence was granted or upon expiration of the period of time for which leave was granted, the employee must resign from Company service unless there is a permanent position available for which the employee is the qualified successful candidate.

#### **VI RELOCATION EXPENSES**

Employees required to relocate to maintain employment with the Company, will be entitled to the relocation benefits provided in Article 78 and 79 of Agreements 1.1 and 4.16 respectively.

In lieu of claiming relocation benefits as provided by the collective agreements, employees may opt for a lump sum payment of \$18,000 for home owners and \$7,500 for renters for relocations within the Atlantic Region; and \$25,000 for home owners and \$10,000 for renters who opt to relocate for work opportunities beyond the Atlantic Region.

#### **VII MAINTENANCE OF EARNINGS**

Maintenance of earnings to employees adversely affected by any of the above-noted changes will be provided in accordance with Article 78.13 and 79.13 of Agreements 1.1 and 4.16 respectively. Employees on non-essential brakemen's positions as of 31 August 1995 as well as employees affected by the closures of the terminals of Truro, Edmundston and Riviere du Loup will be entitled to maintenance of earnings in accordance with Article 79.13 of Agreement 4.16 and 78.13 of Agreement 1.1. To maintain the entitlement to maintenance of earnings, these employees must accept all higher-rated positions at their terminal or the terminal to which displacing.

#### **VIII FORMER SYDNEY/STELLARTON EMPLOYEES**

Employees in active service who were formerly located at either Sydney or Stellarton and who accepted alternate work opportunities at either Saint John or Edmundston, N.B. will be accorded first choice with respect to an early retirement or deferred separation option at the terminal where they are presently employed.

Employees electing early retirement or deferred separation as described in the preceding paragraph will be entitled to door-to-door moving expenses paid for by the Company should they desire to return to their former home terminal.

Former Sydney/Stellarton employees electing to take early retirement, or deferred separation, or resign with severance pay, or who are laid off and who had actually relocated their primary residence to either Saint John or Edmundston, N.B. will be given consideration for some additional relocation expenses over and above door-to-door moving expenses should they desire to return to their former home terminal.

## **IX MEDICALLY RESTRICTED EMPLOYEES**

With the magnitude and scope of the operational and crewing changes to be implemented, situations may be encountered wherein employees with medical restrictions find their work opportunities severely limited. In such cases, it is agreed that both parties would work towards a mutually satisfactory solution based on the premise of reasonable accommodation under the terms of the provisions of the current collective agreements.

If it is determined that the extent of the medical restriction prohibits the employee from retaining employment within their respective collective agreements, every opportunity to provide alternate work within the Company will be explored. In some cases, this could require the employee to take training for alternate work opportunities providing the employee is deemed to be suitable and adaptable for such training.

In the event medically restricted employees are trained and qualify for alternate employment which involves relocation, the employee must relocate to the new work location. The Company agrees to provide relocation benefits in accordance with the provisions of Article 78 and 79 of Agreements 1.1 and 4.16.

The above-mentioned options provide full and final settlement of the measures to mitigate the adverse effects on employees on the Atlantic Region.

Signed at Moncton, New Brunswick this 2 day of August 1995.

For the Canadian National  
Railway Company

**(Sgd) G. Gysel**

**(Sgd) M.E. Healey**

For the Canadian Council of  
Railway Operating Unions:

**(Sgd) B. Wood**

**(Sgd) R. LeBel**

## **ADDENDUM 80**

### **ATLANTIC REGION ISSUES**

All Atlantic Region issues are settled on the following basis except for those specifically mentioned in Addendum 79:

**1) Composite Employee**

The Company and the Union agree that Employees will be assigned any work for which they are familiar and qualified or can be trained to perform. Training programmes shall be offered by the Company and discussed with the Union prior to their implementation.

**2) Crew Consist**

All assignments will have two (2) employees; a locomotive engineer and a conductor. Additional employees will be assigned as may be required by the Company. This does not prevent employees from being cycled independently on certain assignments.

**3) Material Changes in Working Conditions**

Any proposed material change impacting employees east of Joffre will be implemented within 60 days of providing notice, to the representative C.C.R.O.U. General Chairpersons.

Maintenance of earnings ensuing from implementation of Material Change will be extended to the directly impacted employee only. There will be no domino maintenance of earnings to subsequently impacted employees. Any resultant maintenance of earnings would be subject to the provisions of Articles 79.13 to 79.16 of the Master Offer of Settlement.

**4) Deleted 14 December 2001**

**5) Locomotive Engineer Monthly Spareboard Adjustment**

Intentionally left blank – refer Addendum 102

**6) Furlough boards on the Atlantic Region are discontinued and substituted therefore with the following Supplemental Unemployment Benefit Plan for Employees in Atlantic Canada.**

**Weekly Layoff Benefits**

Employees with more than two years cumulative compensated service shall be entitled to the benefits defined herein:

- 1)** When unable to hold work on the Atlantic Region an eligible employee will be entitled to the benefits of this article.

**Benefit Accumulation**

- 2)** For each year of cumulative compensated service (or major portion thereof) employees will be allowed a layoff benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee. Weekly layoff benefits specified in paragraph 3 of this article will cease when eligible employee has exhausted his benefit accumulation as specified in this article.

- (a)** The above layoff benefit credit shall apply until such time as the employee has completed twenty (20) years of cumulative compensated service, when the following maximum layoff benefit credits shall apply:

20 years and less than 25 years - 3 years  
25 years and less than 30 years - 4 years  
30 years and over - 5 years

Basic Weekly Pay is that as found in paragraph 79.13 of Agreement 4.16.

## Claims Procedure

- 3) An eligible employee as defined in paragraph 5 of this article may, at the expiration of the seven-day waiting period, make application to the designated company officer for a weekly layoff benefit as follows:

(a) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period of an amount that, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under U.I. for such week, will result in the employee receiving 85 percent of the employees basic weekly pay at time of layoff.

(b) Employees with two but less than twenty years cumulative compensated service:

During any week following the seven-day waiting period that an eligible employee is not qualified for U.I. benefits account eligibility for such benefits having been exhausted or account such employee not being insured for U.I. benefits, or account U.I. waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off to the maximum U.I. weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 85 per cent of the employee's basic weekly pay at the time of layoff.

(c) Employees with twenty or more years of cumulative compensated service:

During any week following the seven-day waiting period that an eligible employee is not qualified for U.I. benefits account eligibility for such benefits have been exhausted or account such employee not being insured for U.I. benefits, or account U.I. waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount that when added to outside earnings will result in the employee receiving 85 percent of the employee's basic weekly pay at the time of layoff.

(d) It shall be the responsibility of employees to report for each week for which they are claiming a weekly layoff benefit under this Agreement, any amounts received from Unemployment Insurance in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event employees do not report all such outside earnings for any particular week, this will be interpreted as notice that their outside earnings for such week are the same as those for the previous week.

- 4) No weekly layoff benefit will be made for parts of a claim week as defined in paragraph 5 of this article except that:

(a) Recall not covered by paragraph 4 (b) of this article below:

An employee who has qualified for weekly layoff benefits in accordance with the eligibility provisions of this article and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under U.I. for such week, will result in the employee receiving 85 percent of the employee's basic weekly pay at time of layoff.

(b) Temporary Recall for Less than 5 Working Days

An employee who has qualified for weekly layoff benefits in accordance with paragraph 5 of this article will not have their weekly benefit payment reduced for any claim week during which less than five tours of duty in yard service or two tours of duty were completed.

### **Eligibility for Benefits**

- 5) (a) Employees shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff, herein called a "claim week", provided all of the following requirements are fulfilled:
- (i) At the beginning of the period of continuous layoff the employee has two years or more of cumulative compensated service;
  - (ii) For employees who have a seniority date subsequent to March 17, 1982, such employees have exercised full seniority rights on the Region and are unable to hold work;
  - (iii) A waiting period of seven continuous days in the period of layoff has expired;
  - (iv) Employees are not disqualified under paragraph 6 of this article.
- (b) Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on lay-off for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly lay-off benefits upon layoff within such ninety days.
- 6) Employees will not be regarded as laid off during any day or period in which their employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action, failure to exercise seniority, strike, lockout, Act of God, or retirement or if they decline or delay recall to work for any reason or are in receipt of other payments of any kind from the Company.
- 7) The aforementioned provisions in items 1 to 7 hereof shall apply to employees in Atlantic Canada east of Joffre in lieu of and notwithstanding any provisions in Agreements 4.16 and or 1.1 which may be in conflict with or at variance with the full application thereof.

Note: Revised by Memorandum of Agreement dated December 14, 2001.

**ADDENDUM 81**  
(Former Appendix 7 of May 5, 1995 Agreement)

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario  
M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario  
L2A 1N2

Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario  
N7T 5W4

Gentlemen

Understanding on Training New Conductors

1. CCROU and CN Rail agree that Article 60 of Agreement 4.16 shall be amended to reflect :

- New employees will fall under the jurisdiction of the CCROU upon commencement of their training.
- A minimum of 6 months cumulative service will be required to become a qualified conductor.

All other issues relating to training new conductors will be set aside during the mediation phase of the current process in order that the remaining issues between the parties can be resolved.

2. Within 90 days of a mediated settlement, a sub-committee will be formed consisting of representatives from both the CCROU and CN Rail. That sub-committee will commence to discuss issues relating to training new conductors.
3. If the sub-committee fails to conclude an agreement by October 31, 1995, the matter will be placed before an Arbitrator for final and binding resolution.
4. The Arbitrator shall employ Interest Arbitration. The Arbitrator will, unless mutually agreed, render a decision, on or before December 31, 1995 which will be placed into the consolidated collective agreement.
5. The sub-committee and Arbitrator will be guided by the principle that issues relating to training new conductors are:
- minimum acceptable entry level standards
  - course content
  - jointly appointed on job trainers (OJT)
6. This agreement is conditional upon the parties reaching a mediated settlement of all issues on or before May 5, 1995, failing which the matter will remain an outstanding issue for resolution through arbitration.

Yours truly

**(Sgd) K.L. Heller**  
Chief of Transportation

**ADDENDUM 82**  
(Former Appendix A of February 13, 1998 Agreement)

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
Quebec, Que. G1R 1R7

R. Long  
General Chairperson  
C.C.R.O.U.  
325 West Street, #200, Bldg A  
Brantford, Ont. N3R 6B7

M.P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.J. Henry  
General Chairperson  
C.C.R.O.U.  
8616 - 51 Avenue, Suite 309  
Gallery 51  
Edmonton, Alta. T6E 6E6

B.E. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

R. Dyon  
General Chairman  
C.C.R.O.U.  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

M. Simpson  
General Chairman  
C.C.R.O.U.  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

Gentlemen:

This refers to the recently concluded negotiations and our discussion with respect to the Company's flex benefit plan and the possibility of employee paid supplements to the Weekly Indemnity Benefit Plan and the possibility of establishing an employee paid Long Term Disability Insurance Plan, the latter through payroll deduction.

It was agreed that representatives of the Company and the Council would meet to discuss these issues during the closed period of the contract. It was also agreed that the first meeting would be scheduled to commence at a mutually convenient time, no later than 120 days following the ratification of the Memorandum of Agreement.

Yours truly,

**(Sgd) R.J. Dixon**  
Assistant Vice-President  
Labour Relations and Employment Legislation

cc: W.G. Scarrow  
G. Hallé  
J.W. Armstrong



**ADDENDUM 83**  
**(Former Appendix C of February 13, 1998 Agreement)**

**System of Pay - Eastern Canada**

During negotiations, an agreement was reached for implementation and ongoing monitoring of a new system of pay for Eastern Canada.

It was decided in order to protect the Parties, the following set of principles will be used to guide the development and implementation:

**Principles of Pay System Eastern Canada**

1. A new pay system will be implemented in Eastern Canada.
2. The new pay system will be cost neutral.
3. As far as practicable employees will be scheduled. It is recognized that a certain degree of flexibility may be required to cover specific operational problems, such as but not necessarily limited to; Major Service Disruptions and Extended Day (where required) etc.
4. The new Pay System will, to the extent possible, be administratively maintenance free.
5. The new Pay System will be directed towards productivity, performance and accountability.
6. Animosity surrounding present system of pay will be eliminated.
7. Appropriate work rules defining management and employee obligations and responsibilities with respect to the new pay system will be provided.
8. It is recognized that under the present Pay System there is a monetary difference between the craft of Locomotive Engineer and Conductor and it is agreed, on completion of the new Pay System, that such monetary difference will not be decreased or increased as a result of the new method of pay.
9. The Company and Union agree that a number of issues, not necessarily related to the new pay system may, if mutually agreed, be considered by the Development Committee without obligation on either party.

The Parties agree to the following Committee structure for implementation and monitoring of the New Pay System.

**Development Committee**

Consisting of:

One Representative of each General Chairman/ Chairperson of the constituent Unions of the CCROU (BLE & UTU)

Two Senior Company Officers

Frequency:

Full time until the new Pay System is implemented. The Development Committee will work as a unit until full implementation in Eastern Canada is completed.

Mandate:

Develop and implement a new Pay System and related workplace changes.

Resolve issues arising pursuant to such implementations.

## **Control Committee**

### Consisting of:

The Respective General Chairman/Chairperson of the two CCROU constituent Unions (the UTU and BLE)

Senior Company Officers

### Frequency:

As required.

### Mandate:

Provide direction for the Development Committee as required.

The Parties agree that employees will not be adversely affected as a result of the introduction of the new Pay System. However, the Development Committee will have the mandate to determine adverse affects in the unlikely event that there is an impact on employees. If it is determined that adverse affects have occurred, the Development Committee will have the mandate to address the matter and determine remedial action, including any benefits covered by the Material Change provisions of the Collective Agreements. Application of the Collective Agreements, such as mileage regulations, will not constitute an adverse affect.

Implementation will be jointly co-ordinated with defined time frames.

For the purpose of payment, committee work will be considered Company initiated meetings.

## **Dispute Procedure - Eastern Canada**

1. This dispute procedure shall be limited to the resolution of disputes arising from implemented workplace changes resulting from the implementation of the new Pay System.
2. All disputes referred to in paragraph 1 will first be progressed to the Development Committee and will include a written suggested remedy. The Development Committee will confer on the dispute within 15 calendar days, from the date the dispute is received. If the Development Committee is unable to resolve the dispute, they may progress the dispute, within 15 days to the Control Committee. If so progressed, the dispute must be in writing to all members of the Control Committee and will include suggested remedies to the dispute.
3. The Control Committee will, within 30 days of receipt of a dispute confer regarding resolution. If unable to resolve the dispute, such dispute may be progressed by any member of the Control Committee to a Mediator/Arbitrator process for final and binding resolution.
4. Such disputes will be referred to the Mediator/Arbitrator within 30 days from the date of the Control Committee meeting, 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 the CCROU (BLE & UTU).
6. Unless otherwise mutually agreed to between the parties, the Mediator/Arbitrator will be the same who is appointed by the parties to handle all disputes at the Canadian Railway Office of Arbitration.

## **Implementation Schedule**

A pilot of the new System of Pay will be implemented by the fourth quarter of 1998.

Completion of the new System of Pay will be targeted for the second quarter of 1999 for Eastern Canada.

Signed at Montreal, Quebec this 13th day of February, 1998.

**(Sgd) K.L. Heller**  
Senior Vice-President  
Line Operations

**(Sgd) R. LeBel**  
General Chairperson

**(Sgd) M.M. Boyle**  
System Director  
Workforce Strategies

**(Sgd) R. Long**  
General Chairperson

**(Sgd) B.J. Hogan**  
Manager Workforce Strategies

**(Sgd) M.P. Gregotski**  
General Chairperson

**(Sgd) D.K. House**  
Manager Workforce Strategies

**(Sgd) B.E. Wood**  
General Chairman

**(Sgd) R. Dyon**  
General Chairman

**(Sgd) R. Beatty**  
Vice-General Chairman

**(Sgd) P. Vickers**  
Vice-General Chairman

**(Sgd) J. Robbins**  
Vice-General Chairman

**(Sgd) C. Smith**  
Vice-General Chairman

**(Sgd) F. Price**  
Local Representative

## ADDENDUM 84

(Former Appendix D of February 13, 1998 Agreement)

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street, # 200  
Quebec, Que. G1R 1R7

R. Long  
General Chairperson  
C.C.R.O.U.  
325 West Street, #200, Bldg.A  
Brantford, Ont. N3R 6B7

M.P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.J. Henry  
General Chairperson  
C.C.R.O.U.  
8616 - 51 Avenue, Suite 309  
Gallery 51  
Edmonton, Alta. T6E 6E6

B.E. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

R. Dyon  
General Chairman  
C.C.R.O.U.  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

M. Simpson  
General Chairman  
C.C.R.O.U.  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

Gentlemen:

During this round of negotiations the Council raised several issues with the Company with respect to employees learning the road. The Council was concerned that as a result of material change notices, normal application of the collective agreement, or employees forced to protect positions on the seniority territory account no applications received, employees may be required to work territory they were not fully familiar with.

The Company explained that there are already arrangements in place, some of them specifically negotiated as a result of material change notices. These arrangements ensured employees in the aforementioned circumstances were familiar with the territory. It was satisfied overall that all employees were properly familiar in the circumstances described. However, if there are any issues concerning the aforementioned, the matter should be handled directly between the General Chairman/Chairperson and the District Superintendent involved.

Yours truly

**(Sgd) M.M. Boyle**  
Senior Vice-President  
Line Operations

cc: W.G. Scarrow  
G. Hallé  
J.W. Armstrong

## ADDENDUM 85

(Former Appendix E of February 13, 1998 Agreement)

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street, # 200  
Quebec, Que. G1R 1R7

M.P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.E. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

M. Simpson  
General Chairman  
C.C.R.O.U.  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

R. Long  
General Chairperson  
C.C.R.O.U.  
325 West Street, #200, Bldg. A  
Brantford, Ont. N3R 6B7

B.J. Henry  
General Chairperson  
C.C.R.O.U.  
8616 - 51 Avenue, Suite 309  
Gallery 51  
Edmonton, Alta. T6E 6E6

R. Dyon  
General Chairman  
C.C.R.O.U.  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

Gentlemen:

During the last round of negotiations the Council recommended that, prior to the printing of the collective agreements, they be provided the opportunity to proof read the collective agreements. The Company is in agreement to provide the Council copies of the collective agreements and diskettes in both official languages to be proof read prior to printing. It is understood that Collective Agreements 1.2 and 4.3 will be reproduced and will contain the negotiated changes within 120 days following ratification of the Collective Agreement unless mutually agreed.

Yours truly

**(Sgd) R.J. Dixon**

Assistant Vice-President  
Labour Relations and Employment Legislation

cc: W.G. Scarrow  
G. Hallé  
J.W. Armstrong

## ADDENDUM 86

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street, # 200  
Quebec, Que. G1R 1R7

R. Long  
General Chairperson  
C.C.R.O.U.  
325 West Street, #200, Bldg A  
Brantford, Ont. N3R 6B7

M.P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.J. Henry  
General Chairperson  
C.C.R.O.U.  
8616 - 51 Avenue, Suite 309  
Gallery 51  
Edmonton, Alta. T6E 6E6

B.E. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

R. Dyon  
General Chairman  
C.C.R.O.U.  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

M. Simpson  
General Chairman  
C.C.R.O.U.  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

Gentlemen:

During the last round of negotiations, the Council advised the Company that on occasions, employees involved in critical incident situations were required to continue work. The Council was seeking assurances that in these incidents, such as those involving fatalities, employees would be relieved of duty without incurring any financial loss.

As you are aware, the Critical Incident Response Program is part of the Company's EFAP program and any contentious issues involving critical incident stress can be handled through the Senior Advisory Committee, of which the CCROU is a member.

However, to ensure all are aware, the program guide will be reissued to affected Company offices and Rail Traffic Control Centres.

The Council indicated this satisfied their concerns.

Yours truly:

**(Sgd) M.M. Boyle**

For: Senior Vice-President  
Line Operations

cc: W.G. Scarrow  
G. Hallé  
J.W. Armstrong

## ADDENDUM 87

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street, # 200  
Quebec, Que. G1R 1R7

M.P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.E. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

M. Simpson  
General Chairman  
C.C.R.O.U.  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

R. Long  
General Chairperson  
C.C.R.O.U.  
325 West Street, #200, Bldg A  
Brantford, Ont. N3R 6B7

B.J. Henry  
General Chairperson  
C.C.R.O.U.  
8616 - 51 Avenue, Suite 309  
Gallery 51  
Edmonton, Alta. T6E 6E6

R. Dyon  
General Chairman  
C.C.R.O.U.  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

Gentlemen:

One of the issues the Council raised was paternity and maternity leave, with much of the dialogue centered on the use of light and modified duties for pregnant employees.

As you are aware, current Company policy for unionized employees requires that, upon request, and where practicable, the Company shall modify the employee's job functions or reassign her to another job, if the continuation of the current job functions poses a risk to the health of the employee, the fetus or child.

To resolve the issue, the Parties agreed that the Council shall participate in the modification of job functions or reassigning the employee to another job. If it is required, the matter would be handled between the General Chairmen/Chairpersons and District Superintendent.

Yours truly,

**(Sgd) R.J. Dixon**  
Assistant Vice-President  
Labour Relations and  
Employment Legislation

cc: W.G. Scarrow  
G. Hallé  
J.W. Armstrong

## ADDENDUM 88

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street, # 200  
Quebec, Que. G1R 1R7

R. Long  
General Chairperson  
C.C.R.O.U.  
325 West Street, #200,BldgA  
Brantford, Ont. N3R 6B7

M.P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.E. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

R. Dyon  
General Chairman  
C.C.R.O.U.  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

Gentlemen:

During negotiations, the Unions expressed a concern surrounding the Company implementing a new blocking system with respect to maintenance of earnings as described in CROA case 2866.

It was recognized by both the Company and the Union that the introduction of a new system of pay would significantly alter the requirement for modification of the present blocking system.

It is anticipated after the introduction of the new system of pay that some modification of the present blocking system may be required to ensure consistency throughout Eastern Canada.

It is agreed that the Development Committee will address any required revisions that may be required to the blocking system in conjunction with the implementation of the new system of pay. If unable to mutually resolve the issue it will be referred to the dispute procedure as indicated in Appendix C of this Memorandum of Agreement.

Yours truly,

**(Sgd) M.M. Boyle**

For: Senior Vice-President  
Line Operations

cc: W.G. Scarrow  
G. Hallé



## **ADDENDUM 89**

Toronto, Ontario, May 13, 2001

R. LeBel	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
R. Leclerc	General Chairman CCROU

Gentlemen:

During this round of negotiations the Council raised several issues surrounding how Customer Service Assignments (CSAs) East of Joffre would be handled given the new rates of pay for Road Switcher Assignments West of Joffre. The Company has agreed that wage increases made to Road Switchers/Yard Assignments will be applicable to CSAs.

Yours Truly,

**(Sgd) K. L. Heller**  
Senior Vice President

## **ADDENDUM 90**

Toronto, Ontario, May 13, 2001

R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU

Gentlemen:

During this round of collective bargaining, the Council raised concerns with respect to mitigation of adverse effects for employees affected as a direct result of the amendment of Road/Yard Distinction.

In resolution of the aforementioned, it is agreed that adversely affected employees will be entitled to the following:

### **Weekly Layoff Benefits**

Non-protected employees with more than two years cumulative compensated service, shall be entitled to the benefits defined herein:

- 1) Eligible employees unable to hold work on their respective seniority district as a direct result of the amendment of Road/Yard Distinction will be entitled to the benefits as provided herein.

### **Benefit Accumulation**

- 2) For each year of cumulative compensated service (or major portion thereof) employees will be allowed a layoff benefit credit of five weeks. This will be calculated from the last date of entry into the Company's service as a new employee. Weekly layoff benefits specified in paragraph 3 of this article will cease when eligible employee has exhausted his benefit accumulation as specified in this letter.

Basic Weekly Pay is that as found in paragraph 79.13 of Agreement 4.16.

### **Claims Procedure**

- 3) An eligible employee as defined in paragraph 5 of this letter may, at the expiration of the seven-day waiting period, make application to the designated company officer for a weekly layoff benefit as follows:
  - (a) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period of an amount that, when added to Employment Insurance benefits and/or outside earnings in excess of those allowable under E.I. for such week, will result in the employee receiving 85 percent of the employee's basic weekly pay at time of layoff.
  - (b) During any week following the seven-day waiting period that an eligible employee is not qualified for E.I. benefits account eligibility for such benefits having been exhausted or account such employee not being insured for E.I. benefits, or account E.I. waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off to the maximum E.I. weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 85 per cent of the employee's basic weekly pay at the time of layoff.
  - (c) It shall be the responsibility of employees to report for each week for which they are claiming a weekly layoff benefit under this Agreement, any amounts received from Employment Insurance in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event employees do not report all such outside earnings for any particular week, this will be interpreted as notice that their outside earnings for such week are the same as those for the previous week.

- 4) No weekly layoff benefit will be made for parts of a claim week as defined in paragraph 5 of this article except that:

- (a) Recall not covered by paragraph 4 (b) of this article below:

An employee who has qualified for weekly layoff benefits in accordance with the eligibility provisions of this article and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under E.I. for such week, will result in the employee receiving 85 percent of the employee's basic weekly pay at time of layoff.

- (b) Temporary Recall for Less than 5 Working Days

An employee who has qualified for weekly layoff benefits in accordance with paragraph 5 of this article will not have their weekly benefit payment reduced for any claim week during which less than five tours of duty in yard service or two tours of duty were completed.

### **Eligibility for Benefits**

- 5) (a) Employees shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff, herein called a "claim week", provided all of the following requirements are fulfilled:
- (i) At the beginning of the period of continuous layoff the employee has two years or more of cumulative compensated service;
  - (ii) A waiting period of seven continuous days in the period of layoff has expired;
  - (iii) Employees are not disqualified under paragraph 6 of this article.
- (b) Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on lay-off for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly lay-off benefits upon layoff within such ninety days.
- 6) Employees will not be regarded as laid off during any day or period in which their employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action, failure to exercise seniority, strike, lockout, Act of God, or retirement or if they decline or delay recall to work for any reason or are in receipt of other payments of any kind from the Company.
- 7) The aforementioned provisions in items 1 to 7 hereof shall apply to employees in lieu of and notwithstanding any provisions in Agreements 4.16 and/or 1.1 which may be in conflict with or at variance with the full application thereof.

Yours truly,

**(Sgd) R. J. Dixon**

Vice-President Labour Relations  
and Employment Legislation

## ADDENDUM 91

Toronto, Ontario, May 13, 2001

R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU

Gentlemen:

During this round of negotiations, the issue of sabbatical leave was discussed. The Parties have agreed to the introduction of Sabbatical leave of absence with deferred salary.

### **Preamble,**

Sabbatical leave of absence is to permit permanent employees, represented by the CCROU, the opportunity to take a leave of absence, which they personally finance through a deferral of salary. The Sabbatical leave may be for a period of not less than 3 months and not exceeding 9 months and will be awarded on the basis of seniority. The deferral years will not exceed 5 years. It is understood that Sabbatical leave of absence will not apply in situations where such requests are to go work elsewhere.

### **Definitions:**

#### Sabbatical Leave of Absence:

Agreement between the Company and employees allowing such employees to defer a percentage of their basic Weekly Rate of pay for a period not exceeding 5 years to permit them to finance a leave of absence not exceeding nine months.

#### Deferral Years:

The year(s) during which employees are deferring their salary. The Sabbatical will be taken after the deferral years.

#### Sabbatical Leave:

Period during which the employee is on leave of absence. This "Sabbatical" will be of not less than 3 months and cannot exceed 9 months and will be compensated at the percentage of the basic weekly rate of their permanent assignment.

#### Contract:

Signed document between the Company and the employees covering the period of time including the deferral years and the Sabbatical.

### **General Application**

Sabbatical will be granted at the sole discretion of the Company. The Company decision will not be subject to appeal by the Employee nor by the Council. However, if the Sabbatical is refused, and upon request by the Council, the Company will supply a written confirmation of such refusal with an explanation of its decision.

It may be necessary in order to allot Sabbatical leave of absences that the normal manner in allotting vacations be modified to accommodate those wishing sabbatical leave. No Sabbatical leave will be taken between June 15 and September 15.

If the Sabbatical leave of absence is approved, it will be subject to the following conditions:

Any contract could not be for less than 1 year and cannot exceed 5 years and 9 months.

### **Example of contract:**

If the deferral years are established at two years and the Sabbatical at 6 months, the contract will be for a period of 2 ½ years. During the two year deferral the applicants will be compensated at 80% of their basic weekly rate of pay. During their Sabbatical they will be compensated at 80%.

Hereunder, is a table explaining the various type of deferral years based on 9 months to 5 year periods and Sabbatical based on a Sabbatical of 3 to 9 months.

Deferral Period	Length of Sabbatical		
	3 Months	6 Months	9 Months
9 months	75%		
2 yrs	89%	80%	73%
3 yrs	92%	86%	80%
4 yrs		89%	84%
5 yrs		91%	87%

2. Except as provided below, employees under Contract will be afforded all work benefits normally afforded to other permanent employees including the accumulation of seniority and service.
3. Employees under Sabbatical will be paid through the Direct Deposit System.
4. General Holiday falling within the period of Sabbatical will be considered as making part of the Sabbatical and will not be reimbursed by the Company.
5. Employees on Sabbatical will count in the calculation of annual vacation for the following year and such time will count for Pension purposes.
6. Time spent on Sabbatical will count in the calculation of annual vacation for the following year and such time will count for Pension purposes.
7. At the completion of the Sabbatical, employees will be reinstated in accordance with terms and conditions of the Collective Agreement.
8. The concept of Sabbatical leave of absence should not be used as pre-retirement leave of absence nor should it be used as experience working for another employee.

#### **Funding**

9. Contributions retained by the Company, through payroll deduction will be held in trust in a Financial institution selected by the Company and any interest accumulated will be retained by the Company to offset any administrative fees or additional costs associated with payment of benefit premiums.

#### **Withdrawal, Maternity Leave, Long Term Disability, Resignation, Dismissal, Jury Duty or Death:**

##### **Withdrawal**

10. Employees who decide to withdraw from the Contract, during the deferral years, should advise the proper officer of the Company, in writing thirty (30) days prior to the effective date of their withdrawal.
11. Employees who decide to withdraw from the Contract, during the Sabbatical, should advise the proper officer of the Company at least ten (10) days prior to their return to work.

##### **Maternity Leave**

12. In cases of pregnancy where employees decide to request a maternity leave during the term of the Contract under this agreement, employees will have the following options:
  - postpone their Sabbatical leave until after their maternity leave, or
  - postpone their Sabbatical leave to another year. (This postponement can not exceed a period of five years and nine months from the date of signature of the Contract), or
  - abrogate their Contract under this agreement.

##### **Long Term Disability**

13. Should employees become disabled during the term of a Contract under this agreement, the agreement may be modified to cover the change, In cases where the employees decide to postpone their Sabbatical leave to another year, such postponement will not exceed a period of five years and nine months from the date of the signature of the Contract.

**Resignation**

14. Employees who decide to resign from the Company during the term of a Contract under this agreement, the Contract will terminate on the effective date of the resignation and all contributions will be reimbursed.

**Dismissal or Death**

15. In cases of dismissal of employees or the death of employees during the term of a Contract, the terms and conditions of the Contract will cease on the date of the event and all contributions will be reimbursed.
16. In situations covered in items 10 to 15 inclusive, the Company will have thirty (30) days to reimburse all moneys (without interest) due to employees.
17. Except in cases covered by items 12, 13, 14 or 15, employees under Sabbatical leave will not be permitted to terminate their Sabbatical leave.
18. It is understood that the terms of the Sabbatical leave program will not form part of the Collective Agreement.
19. The provisions of this agreement will override any other provisions in Agreements 1.1, 1.2, 4.2 (Eastern Canada) and 4.16 to the contrary.

Yours Truly,

**(Sgd) R. J. Dixon**

Vice-President Labour Relations  
and Employment Legislation

## ADDENDUM 92

Toronto, Ontario, May 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU
R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
B. Henry	General Chairperson CCROU

Gentlemen

The following will replace Addendum No. 69 of Agreement 1.1 and Addendum No. 74 of Agreement 1.2 and will be added to Agreements 4.2, 4.3 and 4.16.

Yours Truly,

**(Sgd) R. J. Dixon**

Vice-President Labour Relations  
and Employment Legislation

**Leave of Absence for Urgent Personal Affairs**

**Memorandum of Agreement – March 28, 2000**

The parties agree to reactive this program effective immediately as outlined below:

1. A maximum period of leave of three (3) months duration
2. Payment in the form of a repayable loan to the employee of the equivalent of 5 basic days at yard rates for each week of personal leave.
3. Re-payment of loan at 10% of gross earnings over a period of no longer than two (2) years.
4. A guarantee that such loan will be repaid in the event of the employee's death, dismissal or resignation. (An employee must sign an appropriate document outlining these terms).
5. A ceiling on the number employees on personal leave at any one time. ( This will be determined by the Company).
6. Applications for such personal leave to be made through the Canadian Director of the Brotherhood of Locomotive Engineers or the National Vice President United Transportation Union, Ottawa office.
7. Such personal leave to be subject to approval by the Vice-President, Labour relations and Employment Legislation.
8. Approval of such personal leave to be at the discretion of the Company.

It is understood that the personal leave program will be designed for the purpose of granting employees time off to manage urgent personal affairs, such as immediate family problems in exceptional circumstances, and will not apply to employee illness, injury, etc., nor will it apply when an employee has unused annual vacation entitlement. The personal leave program will not, therefore, replace existing benefits, programs or government programs.

I Concur:

**(Sgd) R. J. Dixon**  
Vice-President Labour Relations  
and Employment Legislation

**(Sgd) Gilles Halle**  
Canadian Director BLE

**(Sgd) W.G. Scarrow**  
CCROU Vice-Chairperson  
Signed May 13, 2001



## ADDENDUM 93

Toronto, Ontario, May 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU
R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
B. Henry	General Chairperson CCROU

Gentlemen

During this round of negotiations the Parties discussed the operation of single unit trains and the CCROU's concern that such necessitated the operation of units with the long nose leading from time to time.

The Company recognized the CCROU's concern and will dispatch trains with the cab in the forward position. When locomotives are on line and required to operate with the cab in reverse, all efforts will be made to turn the locomotive enroute.

Yours truly

**(Sgd) K. L. Heller**  
Vice President

## ADDENDUM 94

Toronto, Ontario, May 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU
R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
B. Henry	General Chairperson CCROU

Gentlemen:

One of the Council's concerns during this round of negotiations was the utilization of management personnel when qualified CCROU employees are available for the service required to be performed at the time.

This will confirm the Company recognizes that the main function of management is to direct the work force and not engage in work currently or traditionally performed by employees in the bargaining unit when qualified CCROU employees are available. It is recognized management employees will accompany crews from time to time when required to perform refresher training.

Yours truly,

**(Sgd) K. L. Heller**  
Senior Vice President

## ADDENDUM 95

Ottawa, Ontario, December 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU

Gentlemen:

During the current round of negotiations the Council expressed concern with respect to repetitive violations of the Collective Agreements. Although the Company does not entirely agree with the Council's position, the Company is prepared to deal with this matter as follows.

When it is agreed between the Company and the General Chairperson of the Union that the reasonable intent of application of the Collective Agreement has been violated, an agreed to remedy shall apply.

The precise agreed to remedy, when applicable, will be agreed upon between the Company and the General Chairperson on a case-by-case basis. Cases will be considered if and only if the negotiated Collective Agreements do not provide for an existing penalty.

In the event an agreement cannot be reached between the Company and the General Chairperson as to the reasonable intent of application of the Collective Agreement and/or the necessary remedy to be applied the matter may within 30 calendar days be referred to an Arbitrator as outlined in the applicable Collective Agreements.

NOTE: A remedy is a deterrent against Collective Agreement violations. The intent is that the Collective Agreement and the provisions as contained therein are reasonable and practicable and provide operating flexibility. An agreed to remedy is intended to ensure the continued correct application of the Collective Agreement.

Yours truly,  
**(Sgd) R. J. Dixon**  
Vice-President Labour Relations  
and Employment Legislation

## **ADDENDUM 96**

Left blank intentionally – refer to Addendum 102 & 104

## **ADDENDUM 97**

Toronto, Ontario, May 13, 2001

G. Halle                      CCROU Chairman  
W.G. Scarrow              CCROU Vice-Chairperson

Gentlemen:

During this round of negotiations the Council expressed significant concern about the issue of attaining personal leave. Although there were examples of past occurrences raised, pertaining to pre-planned significant personal events; the Council also focused on examples of employees who were in genuine need for time off to attend to personal matters.

The Company acknowledged that for such pre-planned events, time off without pay will be granted, provided employees give at least two weeks prior notice.

In so far as time off for other requests of a leave of absence, which may intermittently occur, the Parties acknowledge that it would be incumbent to ascertain that the granting of such leave would not impact the operation to such an extent that the timely movement of trains/ traffic would be jeopardized.

Prior to denying a legitimate and timely request for any leave of absence the local Company Officer and appropriate Local Union Officer will review arrangements to try to accommodate such time off.

Yours truly,

**(Sgd) R. J. Dixon**  
Vice-President Labour Relations and  
Employment Legislation

## **ADDENDUM 98**

Toronto, Ontario, May 13, 2001

D Shewchuk	CCROU General Chairman
R LeClerc	CCROU General Chairman
R Dyon	CCROU General Chairman

Gentlemen:

Further to our discussion with respect to the use of trackmobiles. This will confirm that within six months from the date of ratification, where locomotives are being used in place of trackmobiles they will be operated by locomotive engineers.

Yours truly,

**(Sgd) R. J. Dixon**

Vice-President Labour Relations and  
Employment Legislation

## **ADDENDUM 99**

Toronto, Ontario, May 13, 2001

G. Halle	CCROU Chairman
R LeClerc	CCROU General Chairman

Gentlemen:

During this round of negotiations the Council raised a concern regarding booking rest on the BLE spareboards East of Joffre.

The Company agreed to raise the present level of rest from 6 to 8 hours exclusive of call time. Should the aforementioned change increase costs to the Company, the Parties agree to reopen the matter for discussion and resolution.

Yours truly,

**(Sgd) K.L. Heller**  
Senior Vice-President

## **ADDENDUM 100**

Toronto, Ontario, May 13, 2001

G. Halle                CCROU Chairman  
W.G. Scarrow        CCROU Vice-Chairperson

Gentlemen:

During this round of negotiations the Council raised concerns regarding the CCROU's jurisdiction to work performed within yards relative to that provided for in the collective agreements of other crafts.

Discussions between the parties recognized the work that has normally and historically been performed by the CCROU relative to other crafts. In this regard the Company affirms that switching activities performed in CN Yards and CN facilities will be performed by the CCROU, excluding shop track facilities as defined by shop track limits.

The parties recognized that this letter cannot serve to limit the rights of other crafts as contained in their respective agreements, such as the performance of duties incidental to their work. Nevertheless the Company will assign work to the CCROU consistent with the foregoing.

Yours truly,

**(Sgd) R. J. Dixon**  
Vice-President Labour Relations and  
Employment Legislation

## **ADDENDUM 101A**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between Teamsters Canada Rail Conference and the Canadian National Railway Company with respect to the manning of vacancies at certain stations on the 2nd Seniority District subsidiary to Montreal and Joffre.

IT IS AGREED that, effective on the date of signing of this Memorandum of Agreement, the Memorandum of Agreement signed at Montreal, Quebec, February 29, 1988, is cancelled and replaced by the following provisions:

It is agreed that, effective on the date of signing of this Memorandum of Agreement, the following will apply:

1. A locomotive engineer assigned to the Montreal 2nd Seniority District spare board or a locomotive engineer called for extra work who is called to perform service on an assignment home terminalled at one of the following stations will receive an allowance, as indicated hereunder, based on the road switcher rate for every day he works the assignment:

Subsidiary Station	Allowance
Sorel	6 hours
St. Jerome	4 hours
Joliette	4 hours
St. Antoine	3 hours
Varenes	2 hours
Longueuil	2 hours
St. Eustache	2 hours

2. The allowance referred to in Item 1 is in lieu of any deadheading payment or living accommodation to which the locomotive engineer, in the absence of this Memorandum of Agreement, would be entitled under the current Agreement.
3. The locomotive engineer referred to in Item 1 will:
  - (a) be called, as far as practicable, 3 hours in advance of the time required to report for duty,
  - (b) be called for one day only, and
  - (c) be responsible for providing his own transportation and entitled to the automobile expense allowance provided in Paragraph 63.6 of Article 63, as follows:

Subsidiary Station	Kilometers (per day)
Sorel	154
St. Jérôme	130
Joliette	130
St. Antoine	104
Varenes	64
Longueuil	50
St. Eustache	70

#### **General**

4. The foregoing provisions also apply to spare locomotive engineers, including those called for extra work, who are called for work train service when the work train commences and finishes its day's work at the same substation, which substation is one of those listed in either Item 1.
5. A locomotive engineer who, in the application of Paragraph 48.14 of Article 48, is forced to fill a vacancy at one of the subsidiary stations listed in Item 1 and who would be entitled to the accommodation provisions in paragraph 82.6 of Article 82 of the Agreement, will receive in lieu of such accommodation, the automobile expense allowance provided in Paragraph 63.6 of Article 63, based on the kilometers shown in Item 3(c) for each day he covers the assignment.



6. The provisions of this Memorandum of Agreement supersede all others in Agreement 1.1 which may be in conflict therewith.
7. This Memorandum of Agreement is subject to cancellation by either party on thirty days' notice in writing.

Signed at Montreal, Quebec, this 18th day of May 2005.

FOR THE COMPANY:

**(Sgd) Keith Creel**  
Senior Vice-President  
Eastern Canada

FOR THE UNION:

**(Sgd) René Leclerc**  
General Chairman

## **ADDENDUM 101B**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Teamsters Canada Rail Conference and the Canadian National Railway Company with respect to the manning of vacancies at certain stations on the Third Seniority District subsidiary to Montreal.

IT IS AGREED that, effective on the date of signing of this Memorandum of Agreement, the Memorandum of Agreement signed at Montreal, Quebec, March 13, 1981, is cancelled and replaced by the following provisions:

1. Notwithstanding the provisions of Paragraph 49.8 of Article 49, temporary vacancies at subsidiary stations listed in Item 2 hereunder, when it is known they will exist for more than seven (7) days, will be advertised sufficiently in advance to permit the successful applicants to occupy them from the first day they exist.
2. A locomotive engineer assigned to the Montreal Third Seniority District spare board or a locomotive engineer called from the extra work list at Montreal who is called to perform service on an assignment home terminalled at one of the following stations will receive an allowance, as indicated hereunder, based on the road switcher rate specified in Paragraph 1.11 of Article I for every day he works the assignment:

<b>Subsidiary Station</b>	<b>Allowance</b>
Granby	6 hours
Hawkesbury	6 hours
Coteau	4 hours
St. Hyacinthe	4 hours
St. Jean	3 hours
Beloeil	2 hours
Laprairie	2 hours

3. The allowance referred to in Item 2 is in lieu of any deadheading payment or living accommodation to which the locomotive engineer, in the absence of this Memorandum of Agreement, would be entitled under the current Agreement.
4. The locomotive engineer referred to in Item 2 will
  - a) be called, as far as practicable, 3 hours in advance of the time required to report for duty;
  - b) be called for one day only, and
  - c) be responsible for providing his own transportation and entitled to the automobile expense allowance provided in Paragraph 63.6 of Article 63, as follows:

<b>Subsidiary Station</b>	<b>Kilometres (per day)</b>
Beloeil	66
Coteau	130
Granby	160
Hawkesbury	192
Laprairie	50
St. Hyacinthe	130
St. Jean	80

5. The foregoing provisions also apply to spare or extra list locomotive engineers called for work train service when the work train commences and finishes its day's work at the same substation, which substation is one of those listed in Item 2.
6. A locomotive engineer who, in the application of Paragraphs 49.16 and 49.17 of Article 49, is forced to fill a vacancy at one of the subsidiary stations listed in Item 2 and who would be entitled to the accommodation provisions in the letter of May 18, 1979, will receive, in lieu of such accommodation, the automobile expense allowance provided in Paragraph 63.6 of Article 63, based on the kilometres shown in Item 4 (c), for each day he covers the assignment.

7. The provisions of this Memorandum of Agreement supersede all others in Agreement 1.1 which may be in conflict therewith.
8. This Memorandum of Agreement is subject to cancellation by either party on thirty days' notice in writing.

Signed at Montreal, Quebec, this 18th day of May 2005.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd) Keith Creel**  
Senior Vice-President  
Eastern Canada

**(Sgd) Paul Vickers**  
General Chairman

## **ADDENDUM 101C**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Teamsters Canada Rail Conference and the Canadian National Railway Company with respect to the manning of vacancies at Cornwall and Brockville, Ontario.

IT IS AGREED that, effective on the date of signing of this Memorandum of Agreement, the Memorandum of Agreement signed at Montreal, Quebec, March 13, 1981, is cancelled and replaced by the following provisions:

IT IS AGREED that, effective on the date of signing of this Memorandum of Agreement:

1. Notwithstanding the provisions of Paragraph 49.8 of Article 49, temporary vacancies at Cornwall and Brockville, Ontario, when it is known they will exist for more than seven (7) days, will be advertised sufficiently in advance to permit the successful applicants to occupy them from the first day they exist.
2. A locomotive engineer assigned to the Montreal Third Seniority District spare board or a locomotive engineer called for extra work who is called to perform service on an assignment home terminalled at Cornwall or Brockville, will receive an allowance, as indicated hereunder, based on the road switcher rate specified in Paragraph 1.11 of Article 1 for every day he works the assignment:

Cornwall	7 hours
Brockville	9 hours

3. The allowance referred to in Item 2 is in lieu of any deadheading payment or living accommodation to which the locomotive engineer, in the absence of this Memorandum of Agreement, would be entitled under the current Agreement.
4. The locomotive engineer referred to in Item 2 will
  - a) be called, as far as practicable, 3 hours in advance of the time required to report for duty at Cornwall, and 4 hours in advance of the time required to report for duty at Brockville.
  - b) be called for one day, and
  - c) be responsible for providing his own transportation and entitled to the automobile expense allowance provided in Paragraph 63.6 of Article 63 as follows:

<b>Subsidiary Station</b>	<b>Kilometres (per day)</b>
Cornwall	240
Brockville	434

5. The foregoing provisions also apply to spare locomotive engineers or locomotive engineers called for extra work to protect work train service when the work commences and finishes at the same location, i.e., Cornwall or Brockville.
6. A locomotive engineer who, in the application of Paragraphs 49.16 and 49.17 of Article 49, is forced to fill a vacancy at either Cornwall or Brockville and who would be entitled to the accommodation provisions in the letter of May 18, 1979, will receive, in lieu of such accommodation, the automobile expense allowance provided in Paragraph 63.6 of Article 63, based on the kilometers shown in item 4 (c), for each day he or she covers the assignment.

7. The provisions of this Memorandum of Agreement supersede all others in Agreement 1.1 which may be in conflict therewith.
8. This Memorandum of Agreement is subject to cancellation by either party on thirty day's notice in writing.

Signed at Montreal, Quebec, this 18th day of May 2005.

FOR THE COMPANY:

**(Sgd) Keith Creel**  
Senior Vice-President  
Eastern Canada

FOR THE UNION:

**(Sgd) Paul Vickers**  
General Chairman

## ADDENDUM 102

### CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Teamsters Canada Rail Conference and the Canadian National Railway Company with respect to conditions applicable to locomotive engineer spareboards for Halifax, Moncton, Edmundston, Joffre East, Joffre West, Montreal 2<sup>nd</sup> District and Garneau.

IT IS AGREED that, item 5 of Addendum 80 of Agreement 1.1 is cancelled and replaced by the following provisions:

#### Locomotive Engineer Monthly Spareboard Adjustment

1. The minimum number of spareboard positions will be as follows:

Joffre (East)	-	Seven (7)
Edmundston	-	Ten (10)
Moncton	-	Six (6)
Halifax	-	Two (2)
Joffre West	-	Zero (0)
Montreal 2 <sup>nd</sup>	-	Zero (0)
Garneau	-	Zero (0)

2. The number of locomotive engineers positions required for the pay period will, in no case, be less than the number established for each terminal as stated in paragraph 1.
3. Locomotive Engineers Spareboard Adjustments will be effective on first day of each 14 day pay period.
4. Locomotive engineers assigned to the spareboard will be guaranteed and paid nineteen hundred (1900) freight miles every fourteen (14) days.

EFFECTIVE				
Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
\$4,603.89	\$4,695.97	\$4,789.89	\$4,933.59	\$5,081.59

5. The mileage checking period will be each 14 day period beginning with the last Tuesday of each pay period. For the purposes of determining the number of locomotive engineer positions required on the spareboard for the subsequent pay period, seventeen hundred seventy-three (1773) miles will be used. The actual spareboard adjustment will be effective on the first day of the subsequent pay period. NOTE: If the number of locomotive engineer positions is not a whole number, the rounding will be done to the nearest whole numbers as follows: 0.5 or less will be rounded down, 0.6 or more will be rounded up.
6. The number of locomotive engineer positions established on the first day of each pay period, pursuant to paragraph 5 above, will not be reduced or increased during such pay period.
7. Locomotive engineers who miss a call or who make themselves unavailable for duty will have their guarantee reduced by one-tenth (1/10) of the pay period guarantee (190 miles) **for every twenty-four (24) hours period of unavailability.** Locomotive Engineers will not have their guarantee reduced more than once in any calendar day.
8. Locomotive engineers penalized more than once in a pay period will not be entitled to any guarantee for that pay period.
9. Locomotive Engineers who book in excess of eight (8) hours rest **or ten (10) hours rest at an outpost terminal** will have their guarantee reduced by one-tenth (1/10) of the pay period guarantee (190 miles).
10. Locomotive Engineers will be entitled to two (2) scheduled days off per week without penalty. Such days off will be consecutive if practicable.
11. An employee on personal leave days or authorized union leave will have their guarantee pro-rated by reducing the number of leave days taken in the pay period. Such leave will not be considered a penalty as outlined in item number 8.

## **General**

### **Permanent and Temporary Spareboard Vacancies**

Permanent and temporary vacancies on the spareboard will be made available to all locomotive engineers, except that locomotive engineers already occupying a position (temporary or permanent) on the spareboard will not be permitted to apply for spareboard positions being added on the first day of the pay period as a result of the mileage adjustment.

### **Return from Days Off**

Locomotive engineers will automatically be placed at the bottom of the spareboard upon completion of their days off.

### **Days Off**

Locomotive engineers assigned to the spareboard will be booked off as of 0559 hours on the first of their assigned days off and will be automatically placed at the bottom of the spareboard at 0559 hours on first day following their final day off.

### **Accepting Calls Prior to Regularly Scheduled Days Off**

Locomotive engineers assigned to the spareboard must accept calls up to and including 0559 hours on their first day off. The 0559 hours applies to the calling time, not to the ordered or on duty time.

Locomotive engineers who accept a call that interferes with their days off will, upon returning from their tour of duty be entitled to book off for forty-eight (48) hours with the Crew Management Centre. Such forty-eight (48) hours will constitute their two (2) consecutive days off for that week, without penalty.

### **Extra Work**

Locomotive engineers assigned to the spareboard will be permitted to apply for extra work on their days off in accordance with the provisions of the collective agreement. All earnings for such extra work will be calculated and paid over and above their spareboard guarantee for that period. Extra mileage earned during days off will not be calculated against the locomotive engineer's monthly mileage limitations and the days off for that week will be considered allotted.

Signed at Montreal, Quebec, this 18th day of May 2005.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd) Keith Creel**  
Senior Vice-President  
Eastern Canada

**(Sgd) René Leclerc**  
General Chairman

## ADDENDUM 103

MEMORANDUM OF AGREEMENT between the Teamsters Canada Rail Conference and the Canadian National Railway Company with respect to the establishment and operation of time pools at various terminals on the Central Region.

It is agreed the following will apply:

1. The Company agrees to set up additional time pools, through the office of the general chairman, at terminals where the establishment of such new time pools can be supported through the criteria contained in paragraph 2 below.
2. Such new time pools shall be established using the following criteria:
  - As many locomotive engineers as possible will be scheduled in regular time pool service at each terminal.
  - Only trains operating consistently within any eight (8) hour window are eligible to be utilized in the establishment of a time pool.
  - Time pools will be established using the train match-ups at each terminal pursuant to paragraph 3.
3. When establishing time pools or when necessary to change time pool schedules, a draft schedule will be prepared by the CMC using the established time pool criteria. The affected Local Chairmen will be supplied with the draft train match-up proposal and may propose alternate scenarios. If the union proposal is superior or equivalent to the Company proposal it will be implemented.

Note: A superior or equivalent proposal is one that is operationally practical (i.e. has sufficient flexibility to ensure that match-ups operate as planned), schedules as many locomotive engineers as possible (while generating 3800 miles per month) and is constructed in an economically reasonable manner (addresses deadheads, held away, layover time, etc.)

Should a dispute arise concerning the practicality of any alternate proposed match up plan, which can't be resolved between the General Chairman and the CMC, the CMC proposal will apply in the interim. The matter will then be elevated by the General Chairman to the Vice-President Eastern Region for resolution. If still no agreement reached, the Company match up plan will prevail.
4. The new time pools shall be established utilizing the principles contained in appendix "A", dated March 16, 2004.
5. The following provisions will apply to the new time pools and also supersede the related conflicting principles of established time pools.
  - Vacant turns in one time pool can be filled by a locomotive engineer assigned to a subsequent overlapping time pool provided such overlapping time pool is active.
  - A locomotive engineer who has booked eight (8) hours personal rest or less at the home terminal will be paid constructive miles if his turn operates without him as a result of such personal rest.



## ADDENDUM 104

### CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Teamsters Canada Rail Conference and the Canadian National Railway Company with respect to the establishment of supplemental rest provisions for locomotive engineers in unassigned road service and on spareboards throughout the Central Region.

It is agreed that the following will apply:

1. Locomotive engineers in unassigned road service or on spareboards shall be entitled to book from six (6) hours to a maximum forty-eight (48) hours personal rest upon reaching each of the following thresholds:
  - (a) After having accumulated 1300 miles
  - (b) After having accumulated 2600 miles
  - (c) After having accumulated 3800 miles
2. **For the purposes of this Addendum, a locomotive engineer's personal mileage shall be set at (0) zero on his/her personal mileage date.**
3. Any carryover of mileage from the previous mileage booking month shall be included when calculating Item 1(c) above.
4. Article 65, Agreement 1.1 shall be used in the calculation of personal miles for the purposes of determining all thresholds pursuant to Item 1 above.
5. In the application of Items 1(a), (b) and (c) above, locomotive engineers shall, upon booking such rest, have the option of holding their turn during the rest period or being placed at the bottom of the their respective spareboard or unassigned pool at the expiration of their rest period.
6. **Locomotive engineers who choose not to exercise their option upon reaching the threshold in Item 1(a) shall forfeit their right to take supplemental rest pursuant to Item 1(a) and will not be entitled to book supplemental rest until the mileage described in Item 1(b) has been achieved. The same restriction applies between Items 1(b) and 1(c).**
7. Locomotive engineers exercising their option to book supplemental rest pursuant to this agreement are permitted to do so at their home terminal only.

Signed at Montreal, Quebec, this 18th day of May 2005.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd) Keith Creel**  
Senior Vice-President  
Eastern Canada

**(Sgd) Paul Vickers**  
General Chairman

## **ADDENDUM 105**

Montreal, May 18, 2005

### Scheduling (Seniority Districts 1 and 2) - Regular Assignment Principles

This document has been prepared by Teamsters Canada Rail Conference and Canadian National Railway to address issues related to the operation of regular through freight assignments at all terminals east of Montreal, including the terminal of Montreal (2<sup>nd</sup> District only). This document references the intent of the parties relative to Item 1 Attachment B-1 of the Memorandum of Agreement dated May 18, 2005.

Appendix A-Questions and Answers (Q&As) forms part of this document

### General Principles

The following general principles will be used when developing run schedules for locomotive engineers operating in through freight service on the territory described above:

1. As many locomotive engineers as possible will be scheduled in regular service at each terminal.
2. Held away from home time on scheduled runs will not be unnecessarily excessive.
3. The scheduling of regularly assigned locomotive engineers will be done in a cost effective and operationally efficient and practical manner.

### Operation out of Away From Home Terminals

Regularly assigned locomotive engineers will operate out of their away from home terminal via Return Service. On duty reporting time at the home terminal will be used to establish their turn at the away from home terminal. No Scoop Rule is in effect.

Return Service – A train or group of trains assigned as return trains per the train match-ups.

### Unassigned Locomotive Engineers at the Away From Home Terminal

Unassigned locomotive engineers will take their turn at the away from home terminal amongst other unassigned locomotive engineers as of their on duty reporting time at their home terminal.

### Boosting of Turns

Vacancies on a tour of duty basis will be filled from the locomotive engineer's spareboard. Turns within regular assignments or regular assignment pools will not be boosted.

### Future Train Schedule Changes

When necessary to change crew schedules, a draft schedule will be prepared by the CMC based on the principles contained in this document. The affected Local Chairmen will be supplied with the draft train match-up proposal and may propose alternate scenarios. If the union proposal is superior or equivalent to the Company proposal it will be implemented.

Note: A superior or equivalent proposal is one that is operationally practical (i.e. has sufficient flexibility to ensure that match-ups operate as planned), schedules as many locomotive engineers as possible (while generating between 3700-3800 miles per month) and is constructed in an economically reasonable manner (addresses deadheads, held away, layover time, etc.)

Disputes regarding the practicality of any alternately proposed match-up plan will be resolved at Step 3 of the grievance procedure. The CMC match-up proposal will apply until the issue is settled.

#### Composition of Regular Assignments

Each terminal will have the right to construct their own through freight assignments for locomotive engineers using the trains assigned to that terminal via the train match-ups. Terminals may utilize first in - first out, assigned days, a rotating schedule or any combination of the three in constructing their assignments.

The assigning of turns at the home terminal must be done in an operationally efficient manner, i.e. there must be enough time allotted for the locomotive engineer to reasonably be able to complete the round trip before his schedule is due out again.

#### Call at Away From Home Terminal

All locomotive engineers are subject to a 2 hour call at the away from home terminal except that Moncton crews at the away from home terminal of Saint John, Joffre crews at the away from home terminal of Montreal and Montreal crews at the away from home terminal of Garneau will receive the one (1) hour call contained in Article 60, Agreement 1.1.

Signed this May 18, 2005

For the Company

For Teamsters Canada Rail Conference

**(Sgd) K. Creel**  
Senior Vice President

**(Sgd) Chris Smith**  
Senior Vice-General Chairman

**Questions and Answers  
Regular Assignment Principles**

1. What is the purpose of this document?

This document provides clarity to the rules and practices surrounding the operation and maintenance of regular through freight assignments in Eastern Canada.

2. What terminals are covered by the Regular Assignment Principles?

Halifax, Truro, Moncton, Edmundston, Joffre and Montreal 2<sup>nd</sup> (Montreal to Garneau assignments)

3. What is the purpose of having locomotive engineers regularly scheduled?

Scheduling provides locomotive engineers with the ability to properly prepare for the long hours normally associated with through freight service and to also more effectively plan their time off. In addition, locomotive engineers covered by these principles do not have a monthly guarantee therefore the proper operation of their regular schedule protects their ability to earn the miles stipulated in Article 65, Agreement 1.1.

**Operation of Regular Assignments**

4. Where are the rules applicable to regular through freight assignments found in the collective agreement?

Most of the collective agreement provisions related to regularly assigned through freight service are found in Article 23, Agreement 1.1.

5. How do regularly assigned locomotive engineers operate out of the away from home terminal?

At the away from home terminal regularly assigned locomotive engineers are assigned to a specific train or a specific group of trains as per the train match-ups.

6. What happens when a regularly assigned train is cancelled or operating late out of the home terminal?

Article 23.2, Agreement 1.1 provides that the locomotive engineer will operate in unassigned service or be deadheaded to the away from home terminal in time to operate the return portion of the assignment.

7. What happens when a regularly assigned train is cancelled or operating late out of the away from home terminal?

Article 23.3, Agreement 1.1 provides that the locomotive engineer will be placed first out in unassigned service.

8. Are there any specific guidelines to determine when a train is deemed to be operating late?

Yes, Article 23.4(c), Agreement 1.1 clearly provides how to determine when a regularly assigned train is late for the purposes of placing a regularly assigned locomotive engineer first out in unassigned service.

9. What happens if a regularly assigned locomotive engineer arrives at the away from home terminal too late to operate the regular return portion of the assignment?

The locomotive engineer will be placed first out in unassigned service for return to their home terminal in accordance with Article 23.4(a), Agreement 1.1.

10. How does the concept of being assigned to a “specific group of trains” at the away from home terminal actually operate?

Using Moncton – Edmundston as an example, two Moncton locomotive engineers are assigned out of Moncton this evening and they are assigned, as per the train match-ups, to two specific trains out of Edmundston for their return. These two specific trains constitute the “group of trains” for that terminal on

that day. Both of the locomotive engineers know they will be returning on one of those two trains but not necessarily which one.

11. Using the same example above if the first locomotive engineer arrived at Edmundston but was on mandatory or personal rest by the call time of the first of the two trains would the locomotive engineer who came in behind operate the first train?

Yes, provided he is available for the call.

12. In the absence of personal or mandatory rest how is it determined what order the two Moncton locomotive engineers will return?

The No Scoop Rule is applicable so the time each reported for duty at the home terminal will determine the order in which they return.

13. How do unassigned locomotive engineers operate out of the away from home terminal?

First in – first out, in unassigned service.

14. Is it possible for an unassigned locomotive engineer to arrive at the away from home terminal after a regularly assigned locomotive engineer but be ordered ahead?

Yes, if there was an unassigned train operating or a deadhead was required the unassigned locomotive engineer would be ordered regardless of his arrival time in relation to that of the regularly assigned locomotive engineers.

15. Would this result in a run-around payment ?

No, the unassigned locomotive engineer was ordered first because he was first out in unassigned service. The regularly assigned locomotive engineer may have arrived first but is assigned to a specific "group of trains".

16. In the application of Article 23, Agreement 1.1, is the Company required to deadhead an assigned locomotive engineer whose train has been cancelled at the home terminal to the away from home terminal if it will result in a cross-deadhead?

No. If a regularly assigned train is cancelled at the home terminal and there is a corresponding cancellation within the specific group of return trains out of the away from home terminal the Company is not obliged to deadhead the locomotive engineer. Article 23.3(b) stipulates the Company is not required to incur a cross deadhead within the regular service.

17. In relation to Question 16 will a regularly assigned locomotive engineer whose assignment is cancelled at the home terminal but operating out of the away from home terminal be used in unassigned service or deadheaded for his return portion if there is an unassigned locomotive engineer at the away from home terminal?

Yes, the restriction against cross deadheading found in Article 23 is applicable only within the assigned service.

### **Train Match-Ups**

18. How will train match-ups be developed?

Train match-ups for each terminal will be developed in a practical and cost effective manner, balancing the fiscal and operating interests of the Company with the compensatory and quality of life interests of the locomotive engineers.

19. Who determines the actual train match-ups?

When changes in train operations are required the CMC will develop a draft of train match-ups for each terminal. Each affected Local Chairman will be supplied with a copy and may propose alternate scenarios for consideration. The guiding force in formulating suitable train match-ups are the overall principles as expressed in this document.

20. Is there a restriction on the number of hours a locomotive engineer can be held at the away from home terminal?

No, not on the Consolidated 1<sup>st</sup> and 2<sup>nd</sup> Districts, but layover time on regular assignments will not be excessive.

### **Composition of Assignments**

21. How are the specific regular assignments determined at each terminal?

Each terminal will have the right to construct regular through freight assignments for locomotive engineers out of their home terminal using the trains assigned to them via the train match-ups. Terminals may utilize first in – first out, assigned days, a rotating schedule or any combination of the three in constructing assignments. Schedule to be balanced on a pay period basis, as much as possible.

22. Are terminals restricted from setting up regular through freight assignments that are less than maximum miles?

Terminals are not prohibited from setting up a regular through freight assignment marginally less than 3800 miles per month if such miles are simply not available. However it is not permissible to set up multiple assignments above or below the mileages outlined in Article 65, Agreement 1.1.

### **Train Allotment**

23. When preparing the train match-ups how will it be determined how many trains will be given to each terminal?

The number of trains will be apportioned in relation to the running rights of each terminal as compared to their adjacent terminals.

### **Boosting of Regular Assignment Turns**

24. What is “boosting” a turn?

Boosting a turn is the utilization of the next scheduled locomotive engineer in an assignment schedule or assigned pool in preference to ordering a spareboard locomotive engineer when filling a vacancy within the assignment or assigned pool on a tour of duty basis.

25. Is the “boosting” of turns permitted?

No.

### **Terminal to Terminal**

26. Is it permissible to order a locomotive engineer who is at the away from home terminal to a terminal other than his home terminal?

No, locomotive engineers ordered out of the away from home terminal will not be ordered to operate to terminals or locations other than their home terminal.

### **Call at Away From Home Terminal**

27. Is the 1 hour call at the away from home terminal provision contained in Article 60, Agreement 1.1, applicable?

No, all locomotive engineers are subject to a 2 hour call at the away from home terminal except Moncton locomotive engineers when operating out of the away from home terminal of Saint John, Joffre crews when operating out of the away from home terminal of Montreal and Montreal crews at the away from home terminal Garneau will receive a 1 hour call.

## **ADDENDUM 106**

### **Advertising and Filling of Locomotive Engineer Positions on the Consolidated First and Second Seniority Districts**

Effective January 1, 2011: pursuant to Addendum 67A, Agreement 1.1, and the letter attached thereto dated June 16, 1992, the following is applicable when filling certain permanent vacancies on the Consolidated First and Second Seniority Districts.

Questions and answers are attached as Appendix A.

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

1. Permanent vacancies created directly as a result of the following will be advertised to all qualified locomotive engineers at all Home Terminals and stations subsidiary thereto on the Consolidated First and Second Seniority Districts for a period of fourteen (14) days. Subject to all existing homestead rights the senior locomotive engineer making application will be assigned.
  - (a) Vacancies due to retirement.
  - (b) Vacancies due to resignation
  - (c) Vacancies due to death.
  - (d) Vacancies due to dismissal or demotion once appeal process has been exhausted.
  - (e) Vacancies due to promotion to position as Company Officer.
  - (f) Vacancies due to employment record being closed.
  - (g) Vacancies due to locomotive engineers being assigned to permanent vacancies or to new runs which were advertised to the Consolidated First and Second Seniority Districts in accordance with this paragraph.
  - (h) New runs or assignments in effect beyond the life of a full timetable.

**NOTE:** A new run or assignment created for the first time at the Spring timetable change would, if continued after the Fall timetable change, then be advertised on the Consolidated First and Second Seniority Districts as herein provided. To be considered a new run or assignment for the purposes of this Agreement such position(s) must result in an actual increase in the total number of positions at that terminal. Changes to train numbers or schedules as a result of Service Design changes will not trigger the application of this Agreement absent a net increase of assignments at that terminal.

2. Locomotive engineers who are off sick, on vacation with pay or on authorized leave of absence during the entire 14 day bulletining period will be permitted to exercise their seniority to vacancies filled during their absence. To claim an assignment application must be made in writing to the CMC Supervisor within 48 hours of their first time on duty specifying the date and the CATS bulletin number for the assignment being claimed.
3. Vacancies created as a result of the application of Paragraph 1 (a) will be advertised to close consecutive with the retiring locomotive engineer's first official day of retirement. For the purposes of this Addendum pre-retirement vacation will not be considered.

#### **Filling of Vacancies when No Applications Received**

Should no application be received for any run or assignment, the senior qualified locomotive engineer not working as such at the terminal out of which the run or assignment operates will be assigned to the position.

### **Bidding From One Terminal To Another**

**A locomotive engineer who exercises seniority to a permanent assignment at another terminal pursuant to this Addendum will be considered as regularly assigned to such other terminal.**

### **Other Permanent Vacancies and New Assignments**

Permanent vacancies and new assignments on the First and Second Seniority District other than those specifically provided for in Paragraph 1 above will continue to be advertised within the individual Districts pursuant to the provisions of Articles 47 and 48 respectively and such other provisions of Collective Agreement 1.1 as may be applicable.

### **Locomotive Engineers Cut Off the Working List**

Locomotive engineers unable to hold work as such at their Home Terminal will, immediately upon being set back, be entitled to exercise their locomotive engineer seniority to any terminal on the Consolidated First and Second Seniority Districts subject to existing homestead rights.

Signed at Moncton, NB this 25<sup>th</sup> day of November, 2010

#### **For the Company**

D. VanCauwenbergh  
Senior Manager – Labour Relations

#### **For the TCRC**

R. Leclerc  
General Chairman – TCRC



Questions and Answers

**Advertising and Filling of Locomotive Engineer Positions  
on the Consolidated First and Second Seniority Districts**

- Q1 What is the purpose of this Addendum 106?
- A1 The purpose of this Addendum is to provide the rules and processes applicable to the movement of locomotive engineers between the First and Second Seniority Districts pursuant to Addendum 67A and the accompanying letter dated June 16, 1992.
- Q2 What are “homestead rights”?
- A2 Homestead rights are a protection afforded to locomotive engineers within specific seniority groupings which provide them preference for work within specified geographical areas ahead of other locomotive engineers from outside that seniority group.
- Q3 What homestead rights are applicable in the application of this Addendum 106?
- A3 There are two (2) sets of homestead rights currently applicable when dealing with locomotive engineer positions on the First and Second Seniority Districts. Locomotive engineers with a seniority date on or prior to October 25, 1992 have homestead rights on their home District – either First or Second. In addition First District locomotive engineers with a seniority date on or prior to March 1, 1990 have homestead rights on their Home Territory within the First District.
- Q4 How do homestead rights actually work?
- A4 Example 1; a locomotive engineer from Joffre with a seniority date of January 1, 1978 and a locomotive engineer from Moncton with a seniority date of January 1, 1991 both bid on a First District vacancy pursuant to this Addendum. Despite the fact the locomotive engineer from Joffre has an earlier seniority date the permanent vacancy would be awarded to the locomotive engineer from Moncton because they have homestead rights on the First District.
- Example 2: a locomotive engineer from Joffre with a seniority date of January 1, 1978 and a locomotive engineer from Moncton with a seniority date of January 1, 1995 both bid on a First District vacancy pursuant to this Addendum. The locomotive engineer from Joffre would be awarded the permanent vacancy because the locomotive engineer from Moncton was junior and did not have homestead rights on the First District.
- Q5 Are there any exceptions regarding the homestead rights protection dates referred to above?
- A5 Yes. Locomotive engineers who were not qualified but who were in training or had been officially accepted for training on or prior to the effective dates referred to in Q3 were granted homestead right protection even though their actual locomotive engineer seniority date was established subsequent to the effective dates specified above.
- Q6 Why is Addendum 106 not applicable to all permanent vacancies?
- A6 The simple fact a permanent vacancy has been advertised does not necessarily mean there is a requirement for an additional locomotive engineer at that terminal. In many cases a permanent vacancy is advertised simply to make a change to existing runs or assignments within the terminal. The specific vacancies listed in Item 1 of this Addendum all relate to situations where an actual opportunity exists for an additional locomotive engineer to come into the terminal without creating a ripple effect ultimately forcing a junior employee to relocate.
- Q7 Does an employee have to be working as a locomotive engineer in order to bid on the permanent vacancies outlined in Item 1?
- A7 No. Item 1 clearly stipulates that the permanent vacancies will be advertised to all qualified locomotive engineers on both the First and Second Seniority Districts. The CATS system will be modified to ensure qualified locomotive engineers working as conductor will have access to all such vacancies.

- Q8 Other than bidding on vacancies pursuant to this Addendum 106 are there any other situations when a locomotive engineer can move between the First and Second Districts?
- A8 Yes. A locomotive engineer upon being cut off the locomotive engineer working list at any terminal is entitled to exercise their seniority on either the First or Second District.
- Q9 Can a locomotive engineer who has been displaced from their permanent assignment declare to a terminal on the other District?
- A9 No. Simply being displaced from a permanent assignment does not open the door to move to the other District. A locomotive engineer must be cut off the locomotive engineers working list to be eligible to exercise their seniority to the other District.
- Q10 Is a locomotive engineer who has been cut off the working list obligated to exercise their locomotive engineer seniority on the other District?
- A10 A locomotive engineer cut off the working list may exercise their locomotive engineer seniority to the other District or, at their option, exercise their Conductor seniority in accordance with the provisions of Collective Agreements 4.16 or 4.2. There is an exception to this rule – locomotive engineers with Territory Homestead rights on the First District must protect their locomotive engineer seniority on that Territory in their turn unless working as locomotive engineer elsewhere in accordance with any of the provisions contained in Collective Agreement 1.1.
- Example 1: A locomotive engineer with homestead rights on Territory D (Halifax) is the successful applicant on a locomotive engineer vacancy on the Second District (Montreal). That locomotive engineer is subsequently set back but can hold work at Montreal as conductor. If the locomotive engineer stands for work as locomotive engineer on Territory D they must return to Halifax in preference to working as conductor at any location.
- Example 2: The same locomotive engineer with homestead rights on Territory D (Halifax) is the successful applicant on a locomotive engineer vacancy on the Second District (Montreal). The locomotive engineer is subsequently set back but then exercises their seniority to Joffre as locomotive engineer. Despite the fact the locomotive engineer stands for work on Territory D they would not be compelled to return to Halifax because they elected to continue working as locomotive engineer under the provisions of Collective Agreement 1.1.
- Q11 In the application Item 2 does the successful applicant on a permanent vacancy pursuant to Item 1 have to return to their former terminal if they are subsequently displaced by a locomotive engineer who was off during the bulletining period?
- A11 No. The displaced locomotive engineer will exercise their seniority at that terminal.
- Q12 In Item 3 why is a permanent vacancy not advertised as soon as the retiring locomotive engineer commences pre-retirement vacation?
- A12 The purpose is to be absolutely certain the locomotive engineer position has been permanently vacated. A locomotive engineer, despite commencing pre-retirement vacation, is entitled to change their mind and withdraw their pension application any time prior to their first official day on pension.

## ADDENDUM 107

### Calling

**March 4, 2010**

Dan J. Shewchuk  
President,  
Teamsters Canada Rail Conference  
150 metcalfe Street, Suite 1401  
Ottawa, Ontario K2P 1P1

Mr. René Leclerc  
General Chairman  
Teamsters Canada Rail Conference  
620 – 6<sup>th</sup> Avenue, Suite 360  
Grand-mère, Que. G9T 2H5

Mr. Paul Vickers  
General Chairman  
Teamsters Canada Rail Conference  
560 Exmouth Street, Suite 111  
Sarnia, Ontario N7T 5P5  
Edmonton, Alberta T6E 5Y4

Bruce Willows  
General Chairman  
Teamsters Canada Rail Conference  
Whitemud Busienss Park  
9622 – 42 Avenue, Suite 310, Bldg., No. 2

Gentlemen :

During the recent round of bargaining the union submitted a demand to remove the words “as far as practicable” from the calling article. The Company could not accede to this demand since it is not always possible to provide a two-hour call in all instances. The Company was, however, prepared to clarify the issue as it pertains to employee availability when less than a two-hour call is necessary.

Therefore, in this regard, when less than a two-hour call is provided, employee availability for the call will be based on the two hour call. In other words, two hours prior to the order time will be used to determine whether an employee is eligible for a call, notwithstanding that an employee may have become available at a later time. In cases where no employee was available for a two-hour call, the employee first out and available at the time of call will be called.

I trust this clarifies this matter.

Yours truly,

**(Sgd) Joe Torchia**  
For: Kim Madigan  
Vice-President, People

## **ADDENDUM NO 108**

### **Discharge**

This addendum is further to the language in the revised Article 71.12 to Collective Agreement 1.1. For clarity, except for attendance issues and/or the accumulation of demerits from a minor culminating offence, there is nothing in Article 71.12 of the 1.1 Collective Agreement that restricts the rights of the Company to discharge employees including but not limited to, safety concerns or offences of sabotage, harassment, fighting, violence, conduct unbecoming an employee, insubordination, theft, fraud, falsification of time claims, manipulation of funds, activities detrimental to Company interest, drug and alcohol policy violations, severe or flagrant improper performance of duty, gross negligence, statutory requirements, or violations of the Code of Conduct.

**ADDENDUM NO. 109**

REST

January 15, 1986

Mr. H.J. Hoberinski,	Manager Labour Relations, Atlantic Region
	Manager Labour Relations, St. Lawrence Region
Mr. W.A. McLeish	Manager Labour Relations, Great Lakes Region
Mr. B.J. Everard,	Manager Employee Relations, TerraTransport, Nfld.

This is further to the letter of January 8, 1986 attached to which was a copy of the Memoranda of Agreement signed January 8<sup>th</sup> between the Company and the Brotherhood of Locomotive Engineers concerning revisions to Agreements 1.1, 1.2, 2.1 and 2.3. In that letter we indicated a subsequent letter would be forthcoming to explain the revisions to the major Agreements.

The attached to this letter provides the explanation of the revisions to Agreement 1.1. Where applicable, such explanations apply equally to Agreements 2.1 and/or 2.2. However, it is stressed that its contents do not, in any way, supersede or form part of the Collective Agreement. It is to be used for explanation purposes only. A separate letter will be forthcoming for each of Agreements 4.16, 4.3 and 1.2.

**(Sgd) M. Delgreco**

Director  
Labour Relations

Cc: Mr. J.A. Clark, Chief of Transportation, H.Q. Bldg, Floor 15  
Mr. B.J. Hogan, Assistant Chief of Transportation, H.Q. Bldg., Floor 15  
Mr. J.A. Sebesta, Coordinator Transportation, H.Q. Bldg., Floor 15

Cc: Mr. K.G. Macdonald, Manager Labour Relations, Edmonton  
Mr. K.H. Knox, Manager Labour Relations, Winnipeg

Cc: Mr. P.M. Mandziak, General Chairman, BLE, St. Thomas  
Mr. G. Thibodeau, General Chairman, BLE, Quebec  
Mr. J.W. Konkin, General Chairman, BLE, Winnipeg

Cc: Mr. J.B. Adair, Vice-President, & Canadian Director, BLE, Ottawa

**Booking Rest  
ARTICLE 68  
(Currently Article 29)**

**At Terminals**

Paragraph 68.2 has been revised to the extent that the minimum amount of rest that may be booked at the away-from-home terminal has been reduced from six hours to one hour. The maximum remains unchanged. There has been no other revisions in respect to booking rest at terminals.

**Enroute**

On February 11, 1986, the present provisions governing Booking Rest on the Road (paragraphs 68.4 to 68.8) are superseded by revised paragraphs 68.4 to 68.10, inclusive. Many of these amended provisions are similar to the existing provisions, at least in substance, and, therefore, in application, albeit with the wording revised for the purposes of clarification. Other provisions are entirely new. Some provisions are self-explanatory; others may require explanation.

Paragraph 68.4 is similar in substance to existing provisions and, therefore is basically self-explanatory. The question, however, has been asked:

Q. WHAT IS MEANT BY "LOCOMOTIVE ENGINEERS ARE TO BE JUDGES OF THEIR OWN CONDITION?"

A. It is up to the individual locomotive engineer to decide whether or not he or she will be sufficiently fit to work beyond 10 hours when operating with a reduced freight crew consist or beyond 11 hours when operating with a full crew consist.

The Note to paragraph 68.4 is new and has occasioned the following questions:

Q. WHAT IS MEANT BY THE NOTE TO PARAGRAPH 68.4 WHICH STATES "ENROUTE MAY ALSO INCLUDE THE INITIAL OR FINAL TERMINAL"?

A. The provision of paragraphs 68.4 to 68.10 apply during the entire tour of duty from the time the locomotive engineer comes on duty at the initial terminal until he or she registers off-duty at the completion of the tour of duty.

Q. IF THAT IS THE CASE, CAN LOCOMOTIVE ENGINEERS BOOK REST AFTER 10 OR 11 HOURS ON DUTY, AS THE CASE MAY BE, IF THEIR TRAIN IS, FOR EXAMPLE, IN THE FINAL TERMINAL?

A. Yes, provided that three hours notification has been given.

Q. IF THAT IS THE CASE, HOW MANY HOURS REST CAN LOCOMOTIVE ENGINEERS BOOK?

A. When locomotive engineers are relieved of their train when it is in the terminal and thereafter book rest, they will be governed by the provisions of paragraphs 68.1 to 68.3 (booking rest at terminals) in respect to the number of hours rest that may be booked.

Paragraph 68.5 deals with the matter of notice and is essentially self-explanatory. The major change involves the requirement for three hours notice as specified by sub-paragraph 68.5 (a). In addition, the sub-paragraph provides that locomotive engineers will specify the number of hours rest required at the time notice is filed. In respect to the provisions of sub-paragraph 68.5 (a), the following questions have been asked:

Q. WHY IS THREE HOURS NOTIFICATION OF THE DESIRE TO BOOK REST REQUIRED?

A. It is incumbent upon the Company to ensure that locomotive engineers, who give proper notification of the desire to book rest, are relieved of duty either at a location where accommodations can be provided or at the home or away-from-home terminal by the time rest booked is due to commence, except in certain specifically defined circumstances, and, even then, as soon as possible. In order to make the necessary arrangements to fulfill this requirement, a minimum of three hours notice is required.

Q. THE LOCOMOTIVE ENGINEER DOES NOT GIVE NOTICE OF THE DESIRE TO BOOK REST UNTIL THE 10<sup>TH</sup> HOUR ON DUTY HAS EXPIRED. IS A THREE HOUR NOTICE STILL REQUIRED?

A. Yes.

Sub paragraph 68.5 (b) is similar in substance to existing provisions although certain revisions have been made for the purpose of clarification. The following question has been asked:

Q. ARRANGEMENTS ARE MADE TO DISCONTINUE ALL WORK ENROUTE. THE LOCOMOTIVE ENGINEER IS WILLING TO TAKE THE TRAIN THROUGH, BUT THE TRAINMEN ARE NOT. WILL THE TRAIN BE TAKEN THROUGH?

A. Only if the locomotive engineer is willing to wait for the replacement train crew to arrive and to complete the run thereafter with all work enroute discontinued.

Sub-paragraph 68.5 (c) is a new provision intended as a solution to certain problems of communication which have arisen from time to time in the past. In order to ensure that all concerned are made aware that locomotive engineers have given proper notification of the desire to book rest and thus, to ensure that the appropriate arrangements are made in accordance with the provisions governing booking rest enroute, the sub-paragraph makes it mandatory for the Company, usually in the person of the Train Dispatcher or, more likely, the Assistant Chief Train Dispatcher to advise line officers concerned and, if necessary, other dispatching offices when notice of rest is filed. This advice is to be given in all instances and as soon as possible after such notice is given.

Paragraph 68.6 contains a number of new provisions. Sub-paragraph 68.6 (a) puts an upper and lower limit on the number of hours rest which may be booked on the road. The question has been asked:

Q. DOES THE MINIMUM OF 4 AND THE MAXIMUM OF 8 HOURS REST WHICH MAY BE BOOKED ON THE ROAD INCLUDE OR EXCLUDE CALL-TIME?

A. When rest is taken on the road, there is no call-time. Locomotive Engineers will resume duty when the rest period has expired.

Sub-paragraph 68.6 (b) is a new provision. When trainmen give the required notification of their desire to book rest, the locomotive engineer is obligated to inform the train dispatcher whether or not he, too, wishes to take rest at the same time. This may require that the train dispatcher contact the locomotive engineer to ascertain his wishes in this respect. As the sub-paragraph states, if the locomotive engineer does not require rest at that time, then he will complete the tour of duty. The following questions have been asked:

Q. IN THE APPLICATION OF SUB-PARAGRAPH 68.6 (b), IS THE LOCOMOTIVE ENGINEER RELIEVED OF THE REQUIREMENT TO PROVIDE THREE HOURS NOTICE?

A. No, when trainmen book rest enroute, the locomotive engineer is obligated to advise the train dispatcher whether or not rest will be required at the same time as trainmen. As stated above, the Dispatcher may have to contact the locomotive engineer as soon as possible after being notified by the train crew.

Q. IN THE APPLICATION OF THIS SUB-PARAGRAPH, IF THE LOCOMOTIVE ENGINEER ADVISES THAT REST IS NOT REQUIRED AT THE SAME TIME AS THE TRAIN CREW, CAN HE BOOK REST LATER IN THE TOUR OF DUTY?

A. No. The locomotive engineer will complete the tour of duty.

Q. IS THIS INCONSISTANT WITH THE PROVISIONS STATING THAT THE LOCOMOTIVE ENGINEER IS TO BE THE JUDGE OF HIS OWN CONDITION?

A. No. At the time that trainmen provide notification of the desire to book rest, the locomotive engineer will determine at that time whether or not he will require rest.

Q. THE TRAINMEN BOOK REST ENROUTE. THE LOCOMOTIVE ENGINEER DETERMINES THAT REST IS NOT REQUIRED. THE TRAINMEN ARE NOT REPLACED AND ARE PROVIDED ACCOMMODATIONS. WHAT WILL BE DONE WITH THE LOCOMOTIVE ENGINEER IF NOT DEADHEADED.

A. In such circumstances, it is not the intention that the locomotive engineer sit idly on the train for an extended period of time waiting for trainmen to resume duty. Normally this would dictate that he also be provided accommodations.

Q. WILL THE PROVISIONS OF ARTICLE 77 (TIED UP BETWEEN TERMINALS) APPLY IN THIS CASE?

A No. The locomotive engineer remains on continuous duty without deduction in pay. This does not preclude the Company, if necessary, from tying up the locomotive engineer between terminals in accordance with Article 77.

Q. WHEN TRAINMEN BOOK REST ENROUTE AND THE LOCOMOTIVE ENGINEER DOES NOT, DO SUB-PARAGRAPHS 68.6 (c) (d) AND (e) APPLY TO THE LOCOMOTIVE ENGINEER?

A. No. In order for these provisions to apply to the locomotive engineer, he must book rest.

Sub paragraph 68.6 (c) is best explained by means of an example.

The locomotive engineer books 8 hours rest. The conductor and brakeman book 6 hours. All employees, including the conductor and brakeman, are considered as booking 8 hours rest.

Sub-paragraph 68.6 (d) provides that the rest period shall begin for all members of the train and engine crew at the same time; i.e., the time that the last member of the train or engine crew completes his or her duties in connection with the train. Until that time all members of the train and engine crew are on duty and on pay.

Sub-paragraph 68.6 (e) is self-explanatory and unchanged in substance from existing provisions.

Paragraph 68.7 is the heart of the article, specifying the manner in which the Company is required to respond when the locomotive engineer exercises his entitlement to book rest enroute. Sub-paragraphs 68.7 (a) and (b) must be read together and will be dealt with before the Notes are explained.

Sub-paragraph 68.7 (a) sets out the Company's options. When notice of the desire to book rest is given and the train cannot be in the final terminal in time for the locomotive engineer to go off duty by the time rest booked is due to commence, the Company takes one of two possible courses of action:

- Relieve the locomotive engineer and provide him with accommodations.
- Replace the locomotive engineer and deadhead him to the point for which ordered or to the home terminal.

The question has been asked:

Q ARE THERE ANY LIMITS TO THE EXERCISE OF THE COMPANY'S OPTION TO PROVIDE ACCOMMODATION OR TO DEADHEAD THE LOCOMOTIVE ENGINEER IMMEDIATELY EITHER TO THE POINT FOR WHICH ORDERED OR TO THE HOME TERMINAL?

A Yes. In keeping with the provisions of sub-paragraph 68.7 (b), the locomotive engineer will not be deadheaded unless he can be in and off duty by the time rest booked is due to commence, barring circumstances, beyond the Company's control.

For example, at 2000 after eight hours on duty the locomotive engineer gives the required three hours notice of his desire to book rest at the expiration of the eleventh hour on duty at 2300. At the time that the notice is given, it can be determined that not only can the train not reach the final terminal by 2300, but also that the locomotive engineer cannot be deadheaded either to the point for which ordered or to the home terminal by 2300. Thus, whether or not a replacement locomotive engineer is to be later supplied, and in keeping with the provisions of sub-paragraph 68.7 (b), the Company is required to relieve the locomotive engineer of his duties connected with the train by 2300 and provide him with accommodations.

This example raises another question:

Q. IF THE LOCOMOTIVE ENGINEER IS REPLACED AND THERE IS SUFFICIENT TIME TO DEADHEAD HIM EITHER TO THE POINT FOR WHICH ORDERED OR TO THE HOME TERMINAL (SUCH POINT TO BE AT THE DISCRETION OF THE COMPANY) BEFORE REST BOOKED IS DUE TO COMMENCE, CAN HE BE PROVIDED ACCOMMODATIONS?

A. No. The locomotive engineer will generally be provided accommodations only in one of two situations: first, if he is not replaced and is, therefore, required to handle the train to the objective terminal when the rest period has expired; and, second, when he is replaced but cannot be deadheaded to the point where he will be required by the time rest booked is due to commence.

The question has also been asked:



Q. WHEN THE LOCOMOTIVE ENGINEER BOOKS REST ON A TRIP OUT OF THE AWAY-FROM-HOME TERMINAL TO THE HOME TERMINAL, CAN HE BE DEADHEADED BACK TO THE AWAY-FROM-HOME TERMINAL?

A. No.

Sub-paragraph 68.7 (a) establishes the Company's responsibility to relieve the locomotive engineer of duty by the time rest booked is due to commence. This applies in all cases, except where circumstances beyond the Company's control make this impossible. A number of examples of such circumstances are contained in the sub-paragraph. And, while such circumstances are not necessarily limited only to the examples cited, the Company cannot rely on situations which do not affect its ability to comply with this requirement as a reason not to relieve the locomotive engineer by the time rest booked is due to commence. The question has been asked:

Q. IN CIRCUMSTANCES BEYOND ITS CONTROL, IS THE COMPANY DIVESTED OF THE RESPONSIBILITY OF RELIEVING THE LOCOMOTIVE ENGINEER FOR REST?

A. No. The locomotive engineer will be relieved as soon as possible after the time rest booked is due to commence.

Note (1) to sub-paragraph 68.7 (a) is self-explanatory except that the question has been asked:

Q. REFERRING TO NOTE (1) TO SUB-PARAGRAPH 68.7 (a), DOES THE WORD "MILES" MEAN RAIL MILES, HIGHWAY MILES, OR A COMBINATION OF BOTH?

A. Rail miles.

Note (2) to sub-paragraph 68.7 (a) applies to those situations where the locomotive engineer who books rest on a trip out of the home terminal is returned deadhead back to the home terminal. In such cases, he is entitled to the additional road miles to the point for which ordered and return. This is not a case where the earning of the replacement locomotive engineer are duplicated. The locomotive engineer booking rest is entitled to the road miles to the outer switch of the objective yard only and not to such payments as final terminal time etc. It is pointed out that the trip back to the home terminal is part of the same tour of duty and, therefore, freight rates of pay will apply even if the locomotive engineer is deadheaded by passenger train or by highway.

Sub paragraph 68.7 (c) requires that, in all circumstances, the locomotive engineer will first arrange to clear trains before taking rest. This prompts the question:

Q. WHAT IS MEANT BY THE LAST SENTENCE, "THIS SHALL NOT BE USED AS A MEANS OF RELIEF . . .".

A. The clearing of trains should not, under normal circumstances, require the locomotive engineer to work beyond the time rest booked is due to commence.

In other words, the fact that the locomotive engineer is required to clear trains, is not a license to require him to run his train as far as possible, up to the time that rest booked is due to commence and, thereafter, require him to remain on duty to put away the train. On the other hand, it is not a license for the locomotive engineer to leave the train obstructing the operation. Thus, good judgement will have to be used by all concerned in determining where the train will be left or where the locomotive engineer will be relieved or replaced.

Sub-paragraph 68.7 (d) is meant to deal with those situations where the locomotive engineer is delayed from yarding the train at the objective terminal. This has prompted the question:

Q. WHEN THE LOCOMOTIVE ENGINEER COMMENCES THE YARDING OF THE TRAIN AT THE OBJECTIVE TERMINAL PRIOR TO THE TIME REST BOOKED IS DUE TO COMMENCE BUT IS STILL IN THE PROCESS OF YARDING THE TRAIN AT THE TIME REST BOOKED IS DUE TO COMMENCE, WILL HE BE RELIEVED UPON REQUEST?

A. No. The locomotive engineer will complete the yarding of their train.

Similarly, if there are no yard assignments on duty, the locomotive engineer will yard the train whether delayed or not on the basis that he is required to clear trains before taking rest.

A note of caution is introduced. Notwithstanding the provisions of sub-paragraph 68.7 (d), it is the responsibility of the Company to relieve the locomotive engineer by the time rest booked is due to commence except where circumstances make this impossible. Thus, trains can no longer be run in the hope that the final terminal can be reached by the time rest booked is due to commence only to find that the train must sit at the outer switch for an extended period waiting for a clear track in which to yard.

Paragraph 68.8 and 68.9 deal with the provision and standard of accommodations enroute. Sub-paragraph 68.8 (a) is self-explanatory and similar to existing provisions. Sub-paragraph 68.8 (b) covers those situations where, accommodations being unavailable at the location where the locomotive engineer is relieved of his duties in connection with the train, it is necessary to transport him to accommodations at another location. These new provisions have prompted a number of questions:

Q. WHAT IS MEANT BY THE TERM "LOCATION"?

A. Generally speaking, "location" refers to the area within municipal or town boundaries. Thus, if the locomotive engineer is tied-up or relieved at, say, Coteau and transported to Valleyfield to take rest, the provisions of sub-paragraph 68.8 (b) shall apply. Conversely, if the locomotive engineer is tied-up at Aldershot, which is within the boundaries of the city of Burlington, and is provided accommodations in Burlington, the provision of the sub-paragraph shall not apply, notwithstanding that transportation to such accommodations may be supplied.

Q. IS THE SENTENCE "IN SUCH CASES, THE REST PERIOD SHALL COMMENCE AT THE TIME ACCOMMODATIONS ARE REACHED" IN CONFLICT WITH SUB-PARAGRAPH 68.6 (d)?

A. No. It only applies to those specific situations where the locomotive engineer is transported from one location to another for the purpose of providing accommodations.

Q. IN THE APPLICATION OF SUB-PARAGRAPH 68.8 (b) WHEN AND WHERE DOES THE LOCOMOTIVE ENGINEER RESUME DUTY?

A. At the expiration of the rest period at the location where accommodations are provided. Thus, if the locomotive engineer books 6 hours rest, for example, and it is necessary to transport him from location X where the train is tied-up to accommodations at location Y, the rest period commences upon arrival at location Y. At the expiration of 6 hours, the locomotive engineer will resume duty at location Y prepared and ready to be transported back to the train at location X.

Q. WHEN, IN THE APPLICATION OF SUB-PARAGRAPH 68.8 (b), THE LOCOMOTIVE ENGINEER IS IN RECEIPT OF PAYMENT FOR "EXTRA TIME" INVOLVED WHEN TRANSPORTED TO ACCOMMODATIONS AT ANOTHER LOCATION, WILL HE ALSO BE PAID "EXTRA TIME" WHEN RETURNING TO THE TRAIN AT THE EXPIRATION OF THE REST PERIOD?

A. No. Such "Extra time" is only paid for time spent travelling to accommodations at another location beyond the time rest booked is due to commence. Since this is not the case when returning to the train at the expiration of the rest period, the payment does not apply.

Q. CAN THE BASIS OF PAYMENT BE FURTHER EXPLAINED?

A. For 1 hour or less beyond the time rest booked is due to commence, 1 hour or 12-1/2 miles will be allowed.

For more than 1 hour but not more than 2 hours beyond the train rest booked is due to commence, 2 hours or 25 miles will be allowed and so on.

Q. IS PAYMENT FOR SUCH "EXTRA TIME" OVER AND ABOVE ALL OTHER EARNINGS FOR THE TOUR OF DUTY?

A. Yes.

Q. IF THE LOCOMOTIVE ENGINEER IS ON OVERTIME AT THE TIME REST BOOKED IS DUE TO COMMENCE, WOULD ANY PAYMENT FOR SUCH "EXTRA TIME " BE AT OVERTIME RATES?

A. No.

Paragraph 68.9 deals with the standard of accommodations and is basically self-explanatory. However, two questions have been asked:

Q. WHAT IS MEANT BY "ACCOMMODATIONS WHERE EATING FACILITIES ARE AVAILABLE"?

A. Accommodations where eating facilities are readily accessible and open for business, but not necessarily attached to, or a part of, the accommodations. It may also include accommodations with cooking facilities.

Q. IS IT POSSIBLE FOR LOCOMOTIVE ENGINEERS TO BE TIED-UP FOR REST AT A LOCATION WHERE EATING FACILITIES ARE NOT AVAILABLE?

A. It is possible. There may be particular territories where eating facilities are either unavailable during certain hours of the day or not available at all. In such circumstances, the Company would simply not be able to provide accommodations at a location where eating facilities are available.

Sub-paragraph 68.9 (b) provides entitlement to a meal allowance of \$8.50 when accommodations are provided enroute. This amount is the same for both locomotive engineers and trainmen. In respect to this allowance, the question has been asked:

Q. ARE LOCOMOTIVE ENGINEERS LAYING OVER BETWEEN TOURS OF DUTY AT THE AWAY-FROM-HOME TERMINAL IN ACCOMMODATIONS PROVIDED BY THE COMPANY, ELIGIBLE FOR THE ALLOWANCE OF \$8.50?

A. No. This sub-paragraph 68.9 (b) only applied to locomotive engineers who take rest in accordance with paragraphs 68.4 to 68.10 of this article. Locomotive engineers who book rest upon going off duty at the away-from-home terminal are not so governed.

Paragraph 68.10 applies to locomotive engineers who are provided accommodations on the road, and covers the resumption of duty when the rest period has expired. The question has been asked:

Q. WHAT IS EXPECTED OF THE LOCOMOTIVE ENGINEER WHEN RESUMING DUTY AFTER THE REST PERIOD HAS EXPIRED?

A. The locomotive engineer will be ready to return to the train or ready to deadhead with all personal needs having been attended to.

Sub-paragraph 68.10 (a) covers those situations where locomotive engineers resume duty and handle the train to the objective terminal, while sub-paragraph 68.10 (b) deals with situations where locomotive engineers are replaced while taking rest. The two Notes to sub-paragraph (b) cover the method of payment. The comments made in respect to the two Notes to sub-paragraph 68.7 (a) apply equally here.

Finally, the question has been asked:

- Q. UPON RESUMING DUTY AFTER THE REST PERIOD HAS EXPIRED, CAN THE LOCOMOTIVE ENGINEER AGAIN BOOK REST LATER IN THE SAME TOUR OF DUTY?
- A. Yes, at the expiration of 10 or 11 hours after resuming duty, as the case may be, provided 3 hours notification is given.

## **ADDENDUM 110 JOB BIDDING PROCESS**

### **BIDDING PROCESS**

The TCRC agrees to a closed period commitment where the union will work with the Company to address their concerns regarding pre-bidding/bulletining of assignments on the Central Region as per the following:

- 1) This will be a 1 year trial period commitment. This period may be extended beyond 1 year as mutually agreed upon.
- 2) The process will be reviewed every 3 months by senior management of the Company and the General Chairman. After each review, either party may withdraw from this agreement upon 30 days written notice. Neither party can withdraw from the process within the first three months of implementation.
- 3) The initial trial period will be implemented at the terminal of Belleville.
- 4) Bidding Process Committee - One representative will be appointed by the General Chairman in order to facilitate this process. This representative will work with company officers so designated to establish and implement this bidding process (the bidding process committee). This representative will be considered full-time for up to three months and will be paid by the Company (wages and reasonable expenses). After implementation, the representative will be considered on Company business when required to be working on the bidding process.
- 5) In the implementation of the bidding process, existing operations and local practices will be given all due consideration and will not be altered without mutual agreement.
- 6) Once implemented in Belleville, should other divisions on the Central Region wish to be included in the trial period, the division so interested will advise the Company and the conditions listed under items 2 and 5 will apply. The local chairman (or designate) of such division when working with the bidding process committee to implement the bidding process in her/his terminal will be removed from the working list and considered on Company business for time so occupied.

## **ADDENDUM 111**

### **Discipline**

May 18, 2005

Dan J. Shewchuk  
General Chairman  
Teamsters Canada Rail Conference  
Whitemud Business Park  
9622 – 42 Avenue, Suite 310, Bldg, No. 2  
Edmonton, Alberta T6E 5Y4

Paul Vickers  
General Chairman  
Teamsters Canada Rail Conference  
560 Exmouth Street, Suite 111  
Sarnia, Ontario N7T 5P5

René Leclerc  
General Chairman  
Teamsters Canada Rail Conference  
602 6th Avenue, suite 360  
Grand-mere, Que. G9T 2H5

Gentlemen:

This will confirm discussions held during collective bargaining in 2004/2005 regarding the Company's approach to discipline.

To resolve the issue of discipline, for the life of the collective agreement(s) or until otherwise mutually agreed, the Company will utilize the Brown discipline system and standards in accordance with past practices and jurisprudence.

The Company and the Union agree that in the application of the Brown system of discipline, the Company may continue to issue discipline in the form of deferred suspensions (subject to Union appeal).

Grievances resulting from the issuance of deferred suspensions will be initiated at Step II of the Grievance procedure.

Yours truly,

Kim Madigan  
Vice-President, Labour Relations, North America

- Renewed March 21, 2018