

**LETTER OF UNDERSTANDING: Operation of Trains in the MR-Pool  
between Montreal/St. Albans, VT., and Montreal/Rouses Point, NY.**

Jason Maidment  
Superintendent  
Champlain Division

November 19, 2021

File attached: **MR-Pool Assigned Schedule**

**LETTER OF UNDERSTANDING**, pertaining to the revised operation of trains in the MR-Pool between, Montreal, QC. - St. Albans, VT., and between, Montreal, QC. - Rouses Point, NY.

The current operation of the MR-Pool as Unassigned Chaingang Service of 1st. in/1st. out, shall be revised as, Assigned Freight Service with assigned days off. The MR-pool will consist of 2 assigned employees in each crew, being, 1 Conductor and 1 Locomotive Engineman, operating in Conductor Only Freight Service, as per the attached schedule. (*MR-Pool Assigned Schedule attached hereto*).

**Trains M32421/M32321 - Operating between Montreal (Taschereau Yard and St. Albans, VT. in straightaway service.**

- 1) Run miles will be adjusted to reflect 100 run miles in each direction in straightaway service for trains M32421 and M32321, with St. Albans, VT. remaining as the away-from-home terminal for crews operating these trains.
- 2) In the application of Art. 51 - 4.16 Collective Agreement, and Art. 29 - 1.1 Collective Agreement, employee(s) who have been on duty 10 hours or more will retain the right to book rest en route, if they so desire.

**Trains TL52821/TL52921 - Operating between Montreal (Taschereau Yard and Rouses Point, NY. in turnaround service.**

- 1) Run miles will be adjusted to reflect 200 run miles in turnaround service for trains TL52821 and TL52921, with employees operating Montreal to Montreal via Rouses Point, NY.
- 2) In the application of Art. 51 - 4.16 Collective Agreement, and Art. 29 - 1.1 Collective Agreement, employee(s) who have been on duty 12 hours or more will have the right to book rest en route, if they so desire. Employee(s) booking rest en route will be returned immediately to the home terminal, employee(s) shall not be tied-up en route.

**General**

- 1) Turns shall be established (set to maximum mileage) and will be considered as regularly assigned turns to be used on their designated days. Failure to use pool turns on their designated days will result in payment of constructive miles for the trips missed.
- 2) The train ordering time, not the crew on duty time will be used when calling a crew for trains in the MR-Pool.

- 3) Crews will not be called to operate, Work Trains, Snowplows or Spreaders.
- 4) The constructive miles for trains in the MR-Pool, shall be established as; Montreal/St. Albans, VT. - 100 miles in each direction. Montreal/Rouses Point, NY. 200 miles turnaround.
- 5) Employees operating in the MR-Pool will be afforded a 28-day mileage guarantee as follows; - Conductor - 4,300 miles. - Locomotive Engineman - 3,800 miles.
- 6) Employees will be allowed to book up to and including 12 hours rest, at the home terminal, (exclusive of calling time), without affecting their mileage guarantee/maintenance of earnings.
- 7) Except as provided herein, employees who make themselves unavailable for their assigned run will have guarantees/maintenance of earnings reduced by the constructive miles for the trip(s) missed.

This **LETTER OF UNDERSTANDING** may be cancelled by either party with a 7-day written notice, to that affect.

Trusting that the above is an accurate account, mutual agreement, of our discussions on this issue, I await your reply.

Kindly concur by return email.

Respectfully yours,

Nelson C. Beveridge  
Local Chairperson  
TCRC CN CTY Div-89 Montreal (Road), QC.

Guy Quesnel  
Local Chairperson  
TCRC CN LE Div-89 Montreal, QC.

Walter Migliorelli  
Vice Local Chairperson  
TCRC CN CTY/LE Div-89 Montreal, QC.

## **MONTREAL – BELLEVILLE SHORT HAUL AGREEMENT**

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### **1) HELD TIME**

Employees held at the away-from-home terminal in excess of the maximum allowable time as provided for in the Collective Agreement (14 hours), or as otherwise mutually agreed, will be compensated 100 miles an hour, or portion thereof, for all such time held beyond the allowable maximum time. This penalty will not apply in the cases of a train delay after the calling time when such delay is the result of unforeseen circumstances beyond the Company's control such as a broken rail.

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

### **QUESTIONS AND ANSWERS PERTAINING TO HELD AWAY**

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

**A.1** The 100 mile penalty will apply for any portion of an hour held beyond the maximum. For example, if 14 hours is the maximum time permitted and a crew is held 15 hours and 10 minutes, then the penalty payment would be 200 miles

**Q.2** Under the 100 mile penalty am I, in addition, entitled to claim the 18 ½ mile penalty as provided for in the Collective Agreement?

**A.2** No. When the 100 mile penalty commences, it replaces the 18 ½ mile penalty

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

**A.3** The 100 mile penalty is intended to act as a deterrent to the Company from holding employees beyond the established maximum time.

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

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

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

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

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

**A.6** As prescribed by Article 18.8 of Agreement 4.16

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

**A.7** Yes. If personal rest is booked at the away-from-home terminal, then the maximum held away time will be extended by all time booked in excess of 6 hours.

If mandatory rest is applicable and personal rest is booked over such mandatory rest, then such additional time will be added to the maximum held away time, e.g. an employee is under 8 hours mandatory rest but, in addition, books 8 hours personal rest, then 2 hours will be added to the maximum held away time.

**Q.8** If it is known that a particular train is going to be over the maximum allowable held away time can I be held beyond such time?

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

**NOTE:** if there are no other crews available, employees, at their option, may be held beyond the maximum allowable held time to work a train to the home terminal. Employees so held will continue to be paid 100 miles per hour, or portion thereof for all additional held away as provided herein.

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

**A.9** The maximum allowable held time of 14 hours will be increased to 16 hours.

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

**A.10** If called and cancelled at the away-from-home terminal, employees will maintain their relative standing and the following will apply:

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

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

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

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

**Example:** An employee has been at the away-from-home terminal 4 hours, is called and 1 hour later, after performing work is cancelled, remains at the away-from-home terminal an additional 5 hours – total held time – 9 hours.

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

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

**Q.11** What is the rate of pay for the 100 mile per hour or portion thereof penalty?

**A.11** Through freight rates will be paid

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

**A.12** 150 miles at passenger rates for each hour or portion thereof

## **2) OPERATION OF CREWS**

- a) Turns shall be established in 8 hour pools (set to maximum mileage) and will be considered as regularly assigned turns. Such will be used in their proper sequence, unless as otherwise provided herein. Failure to call turns in proper sequence or failure to use a pool turn within the designated time block will result in payment of constructive miles for trip(s) missed.
- b) Employees who make themselves unavailable for their assigned turn will have guarantees/maintenance of earnings reduced by the constructive miles for the trip(s) missed.
- c) Regular assigned turns will be advanced when there is a vacancy in a preceding turn as follows:
- i) Boosting of the turns within the time pool
  - ii) Boosting of turns from one overlapping time pool to another within the time pool window, providing time pool is active.
  - iii) Assigned Chain Gang if applicable
  - iv) Call spare board employee

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

- d) Crews will be run first-in, first-out at the away-from-home terminal, however, the Company may, at its option, select a home terminal or away-from-home terminal crew. This is provided to ensure, that all turns are worked in their time blocks and layover times are minimized.
- e) Regular assigned time pools will not crew work trains, snow plows, or spreaders.

- f) Employees in regular assigned pool service may exchange turns (trade off) twice per calendar month. Each exchange shall count as one exchange for each employee involved. The Local Chairman or his delegate and/or the proper Local Officer of the Company may veto such trade-offs. This will not result in any additional cost to the Company. Employees will notify the CMC within eight (8) hours prior to trade off and no less than two (2) hours to trade off.
- g) For the purposes of rest en-route the provisions Article 51.4 of Agreement 4.16 shall apply (10 hours).
- h) When a crew(s) is called to deadhead on a train, the employees standing first-out will be called to work the train and any subsequent crews called for the same train will be deadheaded.

### **QUESTIONS AND ANSWERS PERTAINING TO THE OPERATION OF CREWS**

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

**A.1** The ordering time of the train.

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

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

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

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

**Q.4** Why were time pools established?

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

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

**A.5** Yes

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

- 1) After making a trip on his/her regular assignment and misses his/her regular assignment as a result of late arrival at the home terminal. (i.e. his/her turn has gone out or is not utilized)?

**Answer – Yes**

- 2) After making a trip on his/her regular assignment and misses a trip as a result of booking personal rest or subject to mandatory rest?

**Answer** - The employee will be paid constructive miles only if a relieving employee was required to report for duty within 10 hours from the time the regularly assigned employee booked rest or was subject to mandatory rest. Employees whose rest expires during the assigned time block will establish his/her turn in the last assigned turn within the block if such turn is vacant

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

**A.7** Under no circumstances would an employee be entitled to constructive miles as a result of working other than his/her regular assignment except as provided by Articles 49 or 66 of Agreement 4.16

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

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

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

**A.9** Yes, if no other employees are available and if within their time block, they may be used in other service excluding work trains, snow plows, spreaders and yards.

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

**Q10.** Can Montreal employees be used to operate short turns out of the away-from-home terminal of Belleville?

**A10.** No.

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

**A.11** No.

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

**A.12** Yes. The starting time can be adjusted by up to 3 hours. Notice must be given at least 2 hours in advance of the start time of the Time Pool. The movement of the time blocks cannot be made on an ad hoc basis. The movement of time blocks of up to 3 hours is intended to be utilized in the event that the service design of a train, which warranted such time block, changes to the extent that the traffic now operates outside of the time block. Under no circumstances can a time block be changed by more than 3 hours of the original established time or as otherwise provided herein. Consultation with the Local Chairman must be made prior to the changing of a time block of up to 3 hours. In the event a time block is changed, all employees occupying positions within the time block must be notified of such change.

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

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

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

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

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

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

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

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

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

**A.17** Your turn would not be affected and you would remain with the train for which called unless altered as provided for in the Collective Agreement as amended by the principals contained herein.

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

**A.18** Yes.

- 1) They Must be set at least to miles as provided for in the relevant Collective Agreement
- 2) Work Allocation, as established between terminals or as otherwise provided, must not be exceeded
- 3) The minimum layover for each affected terminal must be established.

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

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

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

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

### **3) TURNAROUND SERVICE OVER 100 MILES**

**NOTE:** The following provisions contained herein, apply to all employees of a terminal called in turnaround service over 100 miles.

- a) The Company, at its discretion, may call a crew to operate in turnaround service that is greater than 100 miles, provided for in the Collective Agreement.



- b) The determination of whether in turnaround or straight away service must be given to the crew at the time of call, otherwise the provisions within the Collective Agreement will apply.
- c) Can be called in turnaround service in excess of 100 miles only if it is anticipated that such turnaround service can be completed within 10 hours.
- d) If, due to unforeseen circumstances, the turnaround service cannot be completed within the 10 hours, the crew will, in addition to all other earnings as provided for in the Collective Agreement, be entitled to a penalty payment of 18 ½ miles per hour, or portion thereof, for all time beyond the 10 hours.
- e) When called in turnaround service and such service is over 100 miles and the crew, if unable to make the home terminal within 10 hours, such crew cannot be tied up between terminals and must be returned to the home terminal.
- f) When called for turnaround service over 100 miles, each employee will be notified of the point for which called and will be compensated to such destination and return to the home terminal.
- g) If called in turnaround service over 100 miles and the point for which called is not given, the employee will be entitled to the miles to the away-from-home terminal and return.
- h) If called in turnaround service over 100 miles and the train is beyond the point for which called the crew must go beyond such point to operate the train in turnaround service, will in these circumstances, be entitled to the miles to the away-from-home terminal and return.
- i) This principle will not apply at the away-from-home terminal.

#### **4 ) STATUTORY HOLIDAYS OTHER THAN THE CHRISTMAS SEASON**

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

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

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

#### **5) CHRISTMAS SEASON CANCELLATIONS**

a) From December 24 to January 3, inclusive, regular assigned pool turns are subject to cancellation. Employee(s) must be notified of such cancellation no less than 2 hours prior to the commencement of their respective time block. If cancelled, employee(s) will not be entitled to constructive miles and no alteration in Turn/Block will occur. When turns are cancelled within a time block, they will be cancelled from the last turn back, i.e. time block A has 4 turns and 3 turns are to be cancelled, turns 4,3, and 2 would be cancelled.

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

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

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

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

##### **ON THE ASSIGNED TERRITORY:**

##### **BETWEEN MONTREAL AND TORONTO:**

a) Time Blocks will be suspended.

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

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

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

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

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

- c) Regular assigned time pool employees will be canvassed, in order of their relative standing (Block/Turn), as to whether they wish to be placed on the "EMERGENCY BOARD" prior to the commencement of their particular time block.

Regular assigned time pool employees not available at the time of canvassing, will be placed at the bottom of the "EMERGENCY BOARD" upon proper notification to the crew office.

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

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

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

- a) If an employee on the "EMERGENCY BOARD" is not utilized subsequent to operations returning to normal, such employee will be entitled to constructive miles.

**NOTE:** Operations must have returned to normal during the employee's assigned time block resulting in the employee not being utilized. Normal operations occur within 12 hours subsequent to traffic operations being resumed on the assigned territory.

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

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

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

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

- a) Time blocks will remain in effect.

- b) The maximum allowable held away time will remain in effect.
- c) The 100 mile an hour penalty, or portion thereof, remains in effect.
- d) Time blocks may be altered so as to capture the irregular flow of traffic.

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

- e) Employees must be notified at least 2 hours prior to the commencement of their assigned time block of such alteration. If not properly notified, employees will be entitled to constructive miles.
- f) Pools can only be changed once from their original starting time.
- g) On return to normal operation those employees who book up to and including 14 hours rest on the completion of their last tour of duty and, as a result, are unavailable for their regular assignment will be entitled to constructive miles.

## **GENERAL QUESTIONS**

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

**A.1** Under the Collective Agreement you would be entitled to constructive miles if assigned to through freight service.

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

**A.2** By principle of "first-in, first-out, except as otherwise provided herein:

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

**A.3** No

**Q.4** Is my eligibility for General Holiday pay affected as a result of being off for miles as provided for in the Collective Agreement 4.16?

**A.4** No.

**Q.5** Does a regular assigned employee who is cancelled after reporting for duty hold his/her standing in their active time block?

**A.5** No, once constructive miles are applicable, regular assigned employee(s) will not hold their turn

## **7. WORKLOAD ALLOCATION – CORRECTION PROCEDURES**

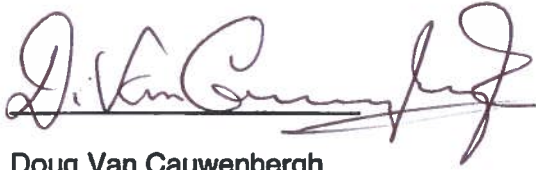
- a) A “window of opportunity” shall be maintained for fluctuations in traffic patterns within plus (+) or minus (-) 2 percent (%) for each calendar month.
- b) Any deficiency of 2% or greater shall not be adjusted, however the identified workload allocation shall be maintained. A determination shall be made of the loss of earnings (miles) to a particular terminal as a result of such deficiency. The terminal adversely affected shall be compensated the loss of earnings (miles) resulting from such deficiency as follows:
  - i. The compensation of earnings (miles) as provided for in item (b) shall be distributed, in seniority order, to those employees who were available for service and who were prevented from earning their maximum entitlement.
  - ii. Should it be determined that, as a result of work availability, that an employee had the opportunity to earn his/her maximum entitlement and/or each employee at the affected terminal earned their maximum mileage entitlement, then no compensation shall be provided.

## **DISPUTE PROCEDURE**

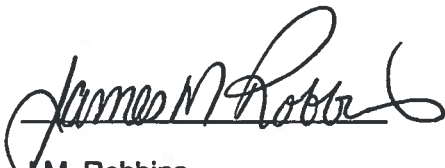
- a) Any dispute concerning the interpretation or application of any of the provision contained herein shall be processed by way of the relevant dispute procedures as contained within the Collective Agreement 4.16 (Article 84, 92, or Article 85 Addendum 123)

**Dated June 27, 2016**

**I Concur,**

A handwritten signature in dark ink, appearing to read "Doug Van Cauwenbergh", written over a horizontal line.

**Doug Van Cauwenbergh  
For M. Farkouh  
Vice President  
Eastern Division**

A handwritten signature in dark ink, appearing to read "James M. Robbins", written over a horizontal line.

**J.M. Robbins  
General Chairman  
TCRC CTY**

## **MONTREAL EAST CHAINGANG POOL (ME-Pool)**

**Establishment and Operation of the Montreal East Chaingang Pool (ME-Pool) Between Montreal/Huntingdon, QC. (CSX), Montreal/St. Albans, VT (NECR) and Montreal/Richmond, QC. (SLR).**

### **Consistent with Article 27.3 of Agreement 4.16**

**NOTE:** The terms and conditions of the Collective Agreement shall apply unless as otherwise modified herein.

**LETTER OF UNDERSTANDING** between the TCRC Div-89 CTY Mtl Road, (the Union), and Canadian National Railway, Greater Montreal Area, (GMA), (the Company), regarding the establishment and operation of the Montreal East Chaingang Pool (ME-Pool) on the 17<sup>th</sup> West (former 12<sup>th</sup>, Seniority District) Seniority District, home terminal of Montreal, Quebec.

During a meeting which culminated in an agreement in Montreal, Qc. on February 28<sup>th</sup>. 2013, it was mutually recognized and agreed that; a new Montreal East Chaingang Pool (ME-Pool) would be established replacing the present pools/sets of runs currently operating as the; MM-Pool (between Montreal/Huntingdon, QC. CSX), M2-Pool (between Montreal/St. Albans, VT. NECR) and MI-Pool (between Montreal/Richmond, QC. SLR).

### **Operation of ME-Pool Train Crews**

- 1) Turns in the pool will be regularly assigned turns (set to maximum mileage), operating in a first-in, first-out rotation (sequence) from the home terminal. Failure to call a pool turn in its proper sequence will result in payment of; a basic day, or, constructive miles, (whichever pays greater) for the trip(s) missed.
- 2) Crew(s) while under mandatory rest to meet the requirements of; Canada and/or United States, mandatory hours of service law(s), shall hold their relative standing in the pool.
- 3) Crews will not be called to operate; work trains, snow plows or spreaders.
- 4) Crews will only be called to operate trains that are operating from/to; Montreal/Huntingdon, QC, Montreal/St. Albans, VT, or, Montreal/Richmond, QC.
- 5) In the application of item 3 (above), crews will be called to operate trains that have been rerouted over the Kingston Subdivision to Belleville, ON, due to a major service disruption occurring on the assigned territory between Montreal/Huntingdon, QC.
- 6) In the application of item 3 (above), crews will be called to operate all relief trains operating, (including en route) from/to; Montreal/Huntingdon, QC, Montreal/St. Albans, VT., and Montreal/Richmond, QC. Crews cannot be called to operate any other relief (rescue) trains, which originate or are designated to operate to any other objective terminal(s), other than those terminals which are contained herein.

## Questions and Answers Pertaining to the Calling of ME-Pool Crews

Crews will be called first-in/first-out, relative to their standing in the pool. Vacancies within the pool will be called, as per the following;

**Q.1** – I am standing first-out in the pool, and am under personal, and/or, mandatory rest. How will my turn be handled?

**A.1** – Your turn will be held in its current rotation, turns in the pool will be advanced, using the next available pool turns.

**Q.2** – I vacate my pool turn for any reason, thereby not being available to protect my pool turn. How will my turn be manned?

**A.2** – i) – Turns in the pool will be advanced, using the next available pool turn.  
ii) – Call Spare Board employee.

**Q.3** - I book up to 48 hours "EO" time off. How will my turn be handled?

**A.3** - i) – Turns in the pool will be advanced, using the next available pool turn.  
ii) – Call Spare Board employee.

**Note:** After the expiration of your "EO", your turn will be placed in the actual pool turn rotation it was formerly in, before commencement of your "EO", or, if your turn was used (carried) while you were exercising your "EO", then your turn will be placed in its actual pool rotation, upon having been returned to the home terminal. You will not be entitled to have your turn positioned behind the last pool turn.

**Q.4** - I book a Personal Leave Day(s) (PLD). How will my turn be handled?

**A.4** - i) – Turns in the pool will be advanced, using the next available pool turn.  
ii) – Call Spare Board employee.

**Note:** After the expiration of your "PLD", your turn will be placed in the actual pool turn rotation it was formerly in, before commencement of your "PLD(s)", or, if your turn was used (carried) while you were exercising your "PLD", then your turn will be placed in its actual pool rotation, upon having been returned to the home terminal.

In the application of Items 2, 3 and 4 above, when pool turns are advanced (or when the pool is exhausted and a Spare Board employee is called) the turns being utilised will carry all preceding vacated pool turns. Upon returning to the home terminal, turns that were being carried, will be placed in the pool ahead of the pool turns, which were carrying those vacant pool turns.

### **Example:** ME-Pool rotation at home terminal;

ME-01 – Turn under personal, and/or, mandatory rest. – Turn held for expiration of rest.

ME-02 – Vacant.

ME-03 – Vacant.

ME-04 – Available – Turn advanced and called. ME-04 carries turns ME-02 and ME-03.

ME-05 – Available.

ME-06 – Available.

ME-07 – Working.



ME-04 returning to home terminal;

ME-01 – Turn under personal, and/or, mandatory rest. – Turn held for expiration of rest.

ME-05 – Available.

ME-06 – Available.

ME-02 – Vacant. – Turn placed in former pool turn rotation.

ME-03 – Vacant. – Turn placed in former pool turn rotation.

ME-04 – Available. – If no personal, and/or, mandatory rest applied.

ME-07 – Working. – Has not yet returned to home terminal.

## **GENERAL**

This Agreement shall be effective on the date of signing, and supersedes all previous agreements pertaining to this issue.

This Agreement is made without prejudice or precedent to either party signatory herein.

This Agreement is subject to cancellation by 30 days written notice, by either of the parties' signatory hereto.

Signed at Montreal, Quebec, this \_\_\_\_th, day of March 2013.

### **FOR THE COMPANY:**

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Darrin Dobie  
Superintendent  
CN Greater Montreal Area (GMA).

### **FOR THE UNION:**

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Nelson C. Beveridge  
Local Chairperson  
TCRC CN CTY Div-89 (Mtl) Road.

This Agreement, is consistent with Article 85.4 - 4.16 Agreement, and is therefore approved by:

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James M. Robbins  
General Chairperson  
TCRC CN CTY Central Division.