

AGREEMENT 1.2

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Governing

Service of Locomotive Engineers

On

Western Seniority District

Prairie and Mountain Regions

Revised February 2002

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SECTION 1
ROAD SERVICE

ARTICLE 1
Rates of Pay

NOTE: In applying the rates set out in this article 1, the provisions of article 83 shall apply in respect of employees hired on or after March 1, 1988.

Graduated Passenger and Light Engine Rates

1.1 Lines east of Edmonton, including trains operating on, to and from the Athabasca and Sangudo Subdivisions, and lines on Vancouver Island

Weight on drivers Pounds (000)	Jan. 1/01 Per Mile cents	Jan. 1/02 Per Mile cents	Jan. 1/03 Per Mile cents
Less than 300	124.22	126.70	129.23
300 - 350	124.34	126.83	129.37
350 - 400	124.46	126.95	129.49
400 - 450	124.58	127.07	129.61
450 - 500	124.72	127.21	129.75
500 - 550	124.85	127.35	129.90
550 - 600	124.98	127.48	130.03
600 - 650	125.10	127.60	130.15
650 - 700	125.23	127.73	130.28
700 - 750	125.36	127.87	130.43
750 - 800	125.47	127.98	130.54
800 - 850	125.59	128.10	130.66
850 - 900	125.73	128.24	130.80
900 - 950	125.86	128.38	130.95
950 - 1,000	125.99	128.51	131.08
1,000 and over	Add 0.11 for each additional 50,000 lbs.		

1.2 Lines west of Edmonton, excluding trains operating on, to and from the Athabasca and Sangudo Subdivisions, and lines on Vancouver Island.

Weight on drivers Pounds (000)	EFFECTIVE		
	Jan. 1/01 Per Mile cents	Jan. 1/02 Per Mile cents	Jan. 1/03 Per Mile cents
Less than 300	125.50	128.01	130.57
300 – 350	125.62	128.13	130.69
350 – 400	125.75	128.27	130.84
400 – 450	125.87	128.39	130.96
450 – 500	126.00	128.52	131.09
500 – 550	126.13	128.65	131.22
550 – 600	126.27	128.80	131.38
600 – 650	126.39	128.92	131.50
650 – 700	126.52	129.05	131.63
700 – 750	126.64	129.17	131.76
750 – 800	126.76	129.30	131.89
800 – 850	126.89	129.43	132.02
850 – 900	127.01	129.55	132.14
900 – 950	127.14	129.68	132.27
950 - 1,000	127.28	129.83	132.43
1,000 and over	Add 0.11 for each additional 50,000 lbs.		

1.3. The earnings from mileage, overtime or other rules applicable for each day passenger service is performed, shall not be less than the following:

Jan. 1/01	EFFECTIVE	
	Jan. 1/02	Jan. 1/03
\$	\$	\$
128.15	130.71	133.32

Through Freight and Work Train Rates

1.4

- (a) Lines east of Edmonton, including trains operating on, to and from the Athabasca and Sangudo subdivisions.

EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03
Per Mile	Per Mile	Per Mile
cents	cents	cents
151.27	154.30	157.39

- (b) Lines west of Edmonton, excepting trains operating to, from and upon the Athabasca and Sangudo Subdivisions.

EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03
Per Mile	Per Mile	Per Mile
cents	cents	Cents
152.81	155.87	158.99

Train Length Allowance

1.5

- (a) Locomotive engineers in any class of freight service as described in paragraphs 1.4, 1.6, 1.7 and 1.9 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 feet and over	\$87.00

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

No Assistant Conductor Employed in Through Freight Service

(b) 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

Extended Runs

When operating in territory outlined in paragraph 60.14, 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

170 - 220 road miles	\$30.00
221 - 240 road miles	\$32.50
241 - 260 road miles	\$35.00
261 or more road miles	\$37.50

Wayfreight and Snow Plow Service

1.6 Locomotive engineers in wayfreight and snow plow service shall be paid the following rate per mile shown below in addition to the applicable rates specified in through freight service under paragraph 1.4 :

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
Per Mile	Per Mile	Per Mile	
cents	cents	cents	
5.66	5.77	5.89	

Road Switcher Service

1.7 Locomotive engineers assigned to Road Switcher Service operating on a turnaround basis within a radius of 30 miles from the shop track switch at the initial terminal will be compensated at a rate per day in excess of the basic daily wayfreight rate as follows:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
\$	\$	\$	
15.70	16.01	16.33	

subject to the minimum rate per day specified below:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
\$	\$	\$	
194.73	198.62	202.59	

Locomotive engineers may be run in and out and through their regularly assigned initial terminal without regard for rules defining completion of trips. Time to be computed continuously from the time locomotive engineers are required to leave shop track until the locomotive arrives at the shop track at end of day's work.

Eight hours or less shall constitute a day's work and time in excess of 8 hours will be paid for on the minute basis at a rate per hour of 3/16ths of the rate applicable to the class of power used or 3/16ths at the daily rate if compensated on the minimum rate per day basis.

(Refer Letter April 15, 1971 - Road Switcher Within Switching Limits - Addendum No. 10)

Combination Service

1.8 Locomotive engineers performing more than one class of road service during a tour of duty will be paid for the entire tour of duty at the highest rate applicable to any class of service performed.

Coal Branches

1.9 Locomotive engineers operating on the Foothills and Mountain Park Subdivisions will not be governed by the provisions of article 9, Short Runs, but will be paid for time occupied, in addition to the applicable graduated rates shown in paragraph 1.4(a) the following differential per mile:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
cents	cents	cents	
8.13	8.29	8.46	

Note 1: The differential shown herein shall also apply to work train service performed on the Foothills and Mountain park Subdivisions.

Note 2: Pending ratification, the rates specified in this paragraph will be increased by the percentage amounts specified in the Memorandum of Settlement dated November 20, 1992.

Steam Generators

1.10 Locomotive engineers in road service will be in charge of and responsible for Steam 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 consist at any one time during any portion of the trip.

Piloting

1.11 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.

1.12 The rates of pay for motor car service will be based on the minimum passenger rate.

1.13 The rates of pay for diesel-electric locomotive and rail diesel (Budd) car service will be based on the total weight on drivers of all units coupled and operated by or in charge of one locomotive engineer at any one time.

1.14 The application of the rates outlined in this article shall apply to the weight-on-drivers of working units operated in the train consist regardless of their location when a locomotive engineer is responsible for and in charge of such units.

ARTICLE 2 Guarantees

Snow Plow Service

2.1 Locomotive engineers assigned to snow plow service will receive one day's pay for each 24 hours held and not used.

Work Train Service

2.2 Except as provided in article 8, locomotive engineers assigned to work train service will be allowed a basic day at minimum through freight rates for each 24 hours held and not used.

Monthly Guarantee for Assigned Road Service

2.3 Locomotive engineers on assigned runs not able to make 3000 miles per month will be paid 3000 miles per month or their proportion thereof if they do not work a full month but may be held to that extent provided such service is not in yard service. Where agreed between the appropriate local officer of the Company and the local chairman, runs less than 3000 miles per month may be established because of local conditions and will not be governed by this paragraph.

2.4 Where conditions necessitate more than one locomotive engineer being assigned to a run, the 3000 miles referred to will apply to each assignment. This does not in any way debar an assignment being made to one or more runs.

2.5 Locomotive engineers on passenger assignments between Jasper and Prince Rupert will be guaranteed the equivalent of 3300 miles per month.

(Refer Letter April 4, 1988 - Establishment of a Guarantee for the Spare Board at McLennan - Addendum No. 63)

Extended Runs

2.6

- (a)** An employee who is available for duty on runs identified in paragraph 60.14 for his/her entire mileage month will be entitled to 3800 miles. The guarantee for spare board employees will be prorated for each 14 day board adjustment period.

- (b)** In the application of (a) above, in the event the employee fails to protect service, or misses a tour or tours in the exercise of seniority, the guarantee will be reduced proportionately to the number of tours the employee would have been required to make his/her monthly maximum for each tour of duty missed. For spare board employees, the guarantee will be reduced proportionately by the number of miles in road service for each tour of duty the employee would have earned had he/she been available, and for each call missed. An employee on the spare board who misses more than 2 calls during the 14 day period will not be entitled to any guarantee unless the calls missed were for reasons satisfactory to the proper officer of the Company.

Note: The intent of providing a guarantee in extended run territory is to ensure employees do not lose earnings solely as a result of extended runs. Therefore, an employee's guarantee will not be reduced if it can be demonstrated that the employee maximized his/her earnings.

- (c)** When a yard service employee is not promoted to road service as a result of a shortage of employees at that terminal and adjacent terminals are required to supplement employees for board adjustments, the employee withheld, whose earnings are adversely affected will be paid the difference between maximized earnings and the maximum mileage at the basic rate for the class of service from which withheld.

Note 1: Employees required to work in yard service as a result of the use of employees from adjacent terminals will be required to follow the conditions of their assignment and, provided such employees meet the requirements of their assignment, any

additional earnings will not be used to offset the guarantee. In the application of the above, the guarantee will be reduced by 1/13 for each shift missed in the event the employee fails to protect service. ("Fails to protect service" refers to service the employee is obligated to protect under the terms of the collective agreement) Employees will be assigned in yard service on a senior may / junior must basis.

(Refer to letter dated 13 February 1998 - Addendum 85)

Note 2: In the application of paragraph (c) above, employees working in yard service receiving a road guarantee will not be considered as being adversely affected.

- (d) Except as provided in Article 2.6(c) Note 1 above, in the application of this Article all compensation earned by an employee shall be used to make up the guarantee. An employee shall not be entitled to any form of guarantee payment if the total money earned (excluding general holiday pay) by that employee is equal to or is greater than the monetary equivalent of the respective guarantee.

Spare board employees

2.7

- (a) An employee who books rest in excess of 14 hours will have their guarantee reduced in accordance with 2.6(b) above except that an employee in road service who has been on a tour of duty away from their home terminal in excess of 24 hours, calculated from the on duty time at the home terminal until released from duty at the home terminal, will have the guarantee reduced only if rest booked is in excess of 16 hours unless not required for work.
- (b) An employee entitled to the guarantee under these provisions who is assigned to the spare board for only a portion of a board adjustment period will be paid a prorated guarantee according to the number of days the employee was entitled to the guarantee.

ARTICLE 3
Basic Day

Passenger Service

3.1 Except as provided in article 9, 100 miles or less, 5 hours or less, shall constitute a basic day in passenger service; miles in excess of 100 will be paid at the mileage rate provided.

Work Train Service

3.2 Eight hours or less to constitute a basic day in work train service; overtime at time and one-half as provided in article 6.

Other Road Service

3.3 One hundred miles or less, 8 hours or less, shall constitute a basic day in through-freight, wayfreight and snow plow service. Miles in excess of 100 will be paid at the mileage rate provided.

ARTICLE 4
Preparatory Time

4.1 Locomotive engineers will report for duty 15 minutes prior to departure from the shop track or station or change-off point or designated track, or prior to the commencement of work train service.

4.2 Locomotive engineers in passenger service will be paid for such time on the basis of 20 miles per hour and in all other service on the basis of 12-1/2 miles per hour at the applicable rate for the performance of preparatory and such other duties as may be required.

4.3 Time paid under this article will not be used to make up the basic day.

ARTICLE 5
Inspection Time

5.1 Locomotive engineers will be allowed a minimum of 15 minutes after arrival at station, change-off point, shop or designated track.

5.2 Locomotive engineers in passenger service will be paid for such time on the basis of 20 miles per hour and in all other service on the basis of 12-1/2 miles per hour for the performance of inspection and such other duties as may be required.

5.3 The 15-minute allowance paid under this article will be used to the extent necessary to make up the basic day.

ARTICLE 6
Overtime

Passenger Service

6.1 Except as provided in article 9, overtime in passenger service shall be paid on the minute basis at a rate per hour of not less than 1/5th of the daily rate, determined on a speed basis of 20 miles per hour computed for a continuous tour of duty from the time required to report for duty until released from duty. When a basic day is paid for service performed, overtime will not accrue until the expiration of 5 hours. The Company may, however, at its option, pay a basic day in each direction.

Work Train Service

6.2 Except as provided in paragraphs 6.2 and 6.3, all time paid for on the minute basis in excess of 8 hours in a tour of duty, excluding preparatory time and time under allowance upon completion of day's work, shall be paid at an overtime rate per hour of 3/16ths of the rate applicable to the class of power used.

6.3 Under the provisions of article 7, where compensation is on the basis of actual miles run, the time so occupied shall not be included in the computation of overtime.

6.4 In the application of paragraph 7.4 of article 7, as it applies to hauls of less than 40 miles, a speed factor of 12-1/2 miles per hour shall be used to determine whether a trip,

exclusive of preparatory and inspection time, is to be paid for on a time basis or on a mileage basis. The overtime rate of 3/16ths of the daily rate shall apply only where such calculation determines that a trip is to be paid for on a time basis.

6.5 Examples of Overtime Payable in a Tour of Duty involving the Application of Paragraph 7.2 of Article 7.

- (a) Running to working limits - 30 miles 1 hr
 Time at site 10 hrs
 Returning to tie-up point - 30 miles 1 hr
 Payment for the trip plus - 60 actual miles run,
 hours at 12.5 m.p.h., plus
 2 hours at 18-3/4 m.p.h. - 197-1/2 miles, plus
 arbitraries
- (b) Running to working limits - 30 miles 1 hr
 Time at site 7 hrs
 Returning to tie-up point 30 miles 1 hr
 Payment for the trip - 60 actual miles run,
 plus 7 hours at 12.5 m.p.h. - 147-1/2 miles, plus
 arbitraries (no overtime)

6.6 Examples of Overtime Payable in a Tour of Duty Involving the Application of the second sentence of Paragraph 7.3 of Article 7.

- (a) Operated 2 trips of 45 miles (total
 90 miles) taking 4 hours each
 between A and B - 8 hrs
 Total time at A and B - 4 hrs
 Payment for the trips - 8 hrs at
 12.5 m.p.h. - 100 miles, plus
 4 hours at 18-3/4 m.p.h. - 75 miles
 Total 175 miles, plus arbitraries
- (b) Operated 2 trips of 45 miles
 (total 90 miles) taking 1 hour
 each between A and B - 2 hrs
 Total time at A and B - 10 hrs
 Payment for the trips - 90 miles run, plus
 8 hours at 12.5 m.p.h. - (100 miles), plus
 2 hours at 18-3/4 m.p.h. - 37-1/2 miles
 Total 227-1/2 miles, plus arbitraries

6.7 Examples of Overtime Payable in a Tour of Duty Involving the Application of Paragraph 7.4 of Article 7.

- (a) Operated 4 trips of 33 miles each between A and B
 (total of 132 miles) - 6 hrs
 Total time at A and B - 4 hrs
 Payment for the trips - 132 miles, plus
 arbitraries (no
 overtime involved)
- (b) Operated 2 trips of 35 miles taking 3 hours each between A and B (total of 70 miles) - 6 hrs
 Total time at A and B - 6 hrs
- Payment for the trips - 8 hrs at
 12.5 m.p.h. - (100 miles) plus
 4 hours at 18-3/4 m.p.h - (75 miles)
 Total 175 miles, plus arbitraries

Other Road Services

6.8 Overtime shall be paid on the minute basis at a rate per hour of not less than 1/8th of the daily rate, determined on a speed basis of 12-1/2 miles per hour computed for a continuous tour of duty from the time initial terminal time ceases to the time final terminal time commences. When a basic day is paid for service performed, overtime will not accrue until the expiration of 8 hours. The Company may, however, at its option, pay a basic day in each direction.

Arbitrary Allowance Not Subject to Overtime Rate

6.9 The arbitrary allowances provided for in this Agreement will not be in any manner subject to an overtime rate nor included in a working day so as to make an overtime rate apply.

ARTICLE 7
Basis of Pay - Work Train Service

7.1 Except as provided by paragraph 7.4 when an entire tour of duty is performed within working limits, locomotive engineers will be paid time or miles, whichever is greater with not less than 100 miles for the entire tour of duty.

7.2 Except as provided by paragraph 7.4 when a tour of duty includes running to and from working limits, locomotive engineers will be paid on the mileage basis for the first trip to and the last trip from the working limits and in addition will be paid time or miles whichever is greater for the service performed within the working limits with not less than 100 miles for the entire tour of duty.

7.3 In the calculation of initial and final time, the terminal limits prescribed in paragraphs 60.4 to 60.12 inclusive of article 60, will apply to work train service. Except as provided by paragraph 7.4 when work trains run 40 miles or more in one direction to or from loading or unloading point, locomotive engineers will be paid time or miles whichever is the greater and in addition will be paid for the actual time loading or unloading with not less than 100 miles for the entire tour of duty.

In the application of the first sentence of this paragraph 7.3, the following examples shall apply:

(a) Work Train Ordered for 7K in Multi Yard Terminal A:

On Duty	645K
Switch, Make Up, Air	8K
* Time at Outer Switch	9K
Run to Work Limits B	40 miles (1 hr)
Time at Work Site	10 hrs
Return to Terminal A	40 miles (1 hr)
* Time at Outer Switch	21K
Off Duty	2145K

Payment for trip - 80 miles actual run, plus 8 hours 30 minutes at 12-1/2 m.p.h., plus 4 hours 30 minutes at 18-3/4 m.p.h. = 271 miles.

* **NOTE:** Road miles commence or cease at Outer Switch.

(b) Work Train Ordered for 7K in Multi Yard Terminal A:

On Duty	645K
Switch, Make Up, Air	8K
* Time at Outer Switch	9K
Run to B	40 miles (1 hr)
Time at Work Site B	1 hour
Run to C (Thru A)	50 miles (3 hours - 2-1/2 hours Running 30 minutes Delay at "A" Time absorbed in Rd. miles)
Work at C	5 hours
Return to Terminal A	5 miles (30 minutes)
* Time at Outer Switch	1930K
Crew Off Duty	2045K

Payment for trip - 96 miles actual run, plus 8 hours 30 minutes at 12-1/2 m.p.h., plus 1 hour at 18-3/4 m.p.h. = 221 miles.

* **NOTE:** Road miles commence or cease at Outer Switch.

(c) Work Train Ordered for 7K in Multi Yard Terminal A:

On Duty	645K
Switch, Make Up, Air	8K
* Time at Outer Switch	9K
Run to B	48 miles (2 hrs)
Time at B	3 hrs
Run to A	48 miles (2 hrs)
* Time at Outer Switch	16K
Work at A	5 hours 45 minutes
Crew Off Duty	2145K

Payment for trip - 96 miles actual run, plus 8 hours 30 minutes at 12-1/2 m.p.h., plus 2 hours 30 minutes at 18-3/4 m.p.h. = 249 miles.

* **NOTE:** Road miles commence or cease at Outer Switch.

7.4 Under paragraphs 7.1, 7.2 and 7.3, when the miles run exceed the total time on duty, locomotive engineers will be paid on the mileage basis for the entire tour of duty.

7.5 Under paragraphs 7.1, 7.2 and 7.3, all time at beginning and at the end of the tour of duty subsequent to Preparatory time and prior to Inspection Time at tie-up points, all time identified as Preparatory Time and Inspection Time will be used in determining if the entire tour of duty is to be paid for on a mileage basis.

7.6 The 15-minute allowance paid under article 5, Inspection Time, will be used to the extent necessary to make up the 100 miles under paragraphs 7.1, 7.2 and 7.3.

(Refer Letter 28 April 1978 Revenue Switching -
Addendum No. 39)

ARTICLE 7A
**Use of Two Locomotive Engineers
in Auxiliary Service**

7A.1 Two locomotive engineers will be called, if available, for road auxiliary service 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 practicably be supplied if required.

(Refer Letter 26 February 1974 - Engineers on Auxiliary –
Addendum No. 23)

ARTICLE 8
**Home for Saturdays and/or Sundays
Work Train Service**

8.1 Locomotive engineers assigned to work trains for 5 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 under paragraph 2.2 of article 2.

8.2 Locomotive engineers assigned to work trains in excess of 5 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 under paragraph 2.2 of article 2.

8.3 When required for operational purposes and notwithstanding the provisions of paragraphs 8.1 and 8.2 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 on the four days off. Locomotive engineers assigned to work trains under the provisions of this paragraph will be paid under paragraph 2.2 of article 2, except for any of the four days off on which they were allowed to go home.

ARTICLE 9
Short Runs

9.1 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 that 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 one hour. Overtime to be computed on the basis of 12-1/2 miles per hour. For calculating overtime, the Company may designate the initial trip. This paragraph applies regardless of mileage made.

9.2 Except as provided in paragraph 9.1, on short runs where the mileage of round trips is 50 miles or less, 100 miles and terminal switching will be paid, also overtime.

9.3 Except as provided in paragraphs 9.1 and 9.2, short runs will be paid on the basis of 100 miles one way and mileage and terminal switching the other way, except in cases where overtime is made in either direction, when such overtime will be paid.

Engine Failure

9.4 If engine fails short of 50 miles and locomotive engineers are returned to the starting point and released from duty, they will be compensated under the provisions of paragraph 9.2.

9.5 If engine fails and locomotive engineers are returned to the starting point and then continue the trip for which ordered, they will be compensated under the provisions of article 25 for the interrupted portion of the trip.

9.6 Time at the turnaround point will be governed as follows: if the locomotive engineer performs work on the locomotive in preparation for towing, all time at the turnaround point will be paid in addition to the foregoing. If no work is performed in preparation for towing, time at the turnaround point will not be paid unless overtime is made, in which case payment for the full trip will be made on the hourly basis.

9.7 This article does not apply to locomotive engineers in road switcher or work train service.

ARTICLE 10

Limit to Turnarounds Freight Service

10.1 A locomotive engineer will not be held at the away-from-home terminal to make more than one round trip out of, or tour of duty at the away-from-home terminal.

10.2 In the event of locomotive engineer stands first-out, after having worked the turnaround trip or tour of duty, away from the home terminal and another trip or tour of duty is to be made, he may elect whether or not he may make such trip or tour of duty or require the locomotive engineer standing behind him to do so; and the exercise of this right will not constitute a runaround.

ARTICLE 11

Detention and Switching at Initial and Final Terminals and at Turnaround Points

Passenger Service

11.1 Locomotive engineers will be paid on the basis of 20 miles per hour at the applicable rate at initial terminals from time due to leave shop or other designated track or change-off point until departure of train from station; at final terminals from the time of arrival at station until arrival on shop or other designated track or change-off point, and at turnaround points from time of arrival at station until departure from station.

Freight Service

11.2 Locomotive engineers will be paid on the basis of 12-1/2 miles per hour at the applicable rate at initial terminals from the time due to leave shop or other designated track or change-off point until departure at outer switch; at final terminals from the time of arrival at outer switch until arrival on shop track or other designated track or change-off point, and at turnaround points from time of arrival until departure at outer switch. Outer switch means the switch normally used in heading into the yard and road mileage commences and ends at the outer switch.

11.3 Locomotive engineers required to perform yard work at any one yard in excess of five (5) hours in any one day will be paid at yard rates per hour for the actual time occupied. Time paid under this paragraph will be in addition to payments for road service and may not be used to make up the basic day.

11.4 In cabooseless 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.

11.5 Time paid under this article will be in addition to payments for road service and may not be used to make up the basic day.

11.6 Notwithstanding any provisions to the contrary, Locomotive Engineers in freight service who have been on duty in excess of 8 hours upon arrival at final terminal where no yard engines are on duty may be required to perform up to 1 hour switching.

11.7 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.

11.8 This Article does not apply to locomotive engineers deadheading except that initial terminal time will be paid to locomotive engineers deadheading from the time ordered to report for duty.

Seamless Service

11.9 Notwithstanding, in order to meet operational requirements, employees in road service may be instructed to double over a designated cut of cars on their train to other tracks.

ARTICLE 12
Release at Final Terminals

12.1 Where yard engines are on duty, locomotive engineers in freight service will be considered released from duty upon arrival at the final terminal of the trip for which called after they have yarded their train in a minimum number of tracks, including putting their caboose away and engines to the shop or other designated track. If necessary, such locomotive engineer will spot perishable or stock traffic for servicing or unloading and set off cars or bad order cars for future handling.

(Refer to Letter 4 May 1979 - Minimum Number of Tracks - Addendum No.40)

12.2 Where no yard engines are on duty, locomotive engineers in freight service will perform necessary switching at the final terminal of the trip for which called, provided they have not been on duty in excess of 8 hours upon arrival at such point. If the locomotive engineer has been on duty in excess of 8 hours upon arrival, he will only be required to perform those minimal duties which it is agreed may be performed at points where yard engines are on duty.

(Refer to Letter May 21, 1982 - Duties at the Final Terminal - Addendum No. 49)

Note: In order to meet operational requirements, employees in road service may be instructed to double over a designated cut of cars.

ARTICLE 13

Detention and Switching at Intermediate Terminals

13.1 Locomotive engineers will be paid all detention and switching at designated terminals between their initial and arriving points, except that locomotive engineers on timetable trains will not be paid for the first 10 minutes at such terminals when dead time is shown in the timetable.

13.2 Locomotive engineers required to perform yard work at any one yard in excess of five (5) hours in any one day will be paid at yard rates per hour for the actual time occupied. Time paid under this paragraph will be in addition to payments for road service and may not be used to make up the basic day.

At other points Enroute

13.3 Employees in wayfreight or through freight service will be paid an allowance of 12 1/2 miles at the applicable rates when required to set out or pick up entire trains, including power, at a location en route between the initial and final terminals.

ARTICLE 14

Motor Car Service

14.1 In the operation of motor cars a locomotive engineer and conductor will constitute a minimum crew. The locomotive engineer shall not be required to perform work other than that of a mechanical nature in connection with motor car service except that other service may be required of the locomotive engineer on branch runs under 50 miles in one direction where no other trains are being run at the time.

ARTICLE 15

Switching at Railway Junction Points

15.1 Locomotive engineers in through freight service will be paid on the basis of 12-1/2 miles per hour at the applicable rates for all time occupied in switching at railway junction points in addition to pay for trip. Such time to be deducted in computing overtime and will not be used in the application of article 18. Interrupted time of 30 consecutive minutes or more preventing the continuance of switching operations will be deducted in computing time for switching.

ARTICLE 16

Switching Industrial Spurs - Freight Service

16.1 Locomotive engineers required to switch en route industrial spurs over one mile in length, and provided that such work is performed not less than one mile from the main line, will be paid at the rate of 12-1/2 miles per hour, as per class of service for all time so occupied, in addition to pay for trip. Time paid under this article will not be used to make up the basic day but will be deducted when computing overtime.

(Refer Letter 2 September 1976 - Switching Aquitaine, Grizzly Sulphur and Alwinal Mines Spurs Addendum No. 29)

ARTICLE 17

Work Train Service

Definition of Work Train Service

17.1 A train ordered or advertised for the sole purpose of switching, loading or unloading material for the maintenance, improvement, construction or reclamation of Company property, and wreck clearing operations. This will include a train 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. Locomotives operating in work train service will include a locomotive engineer.

17.2 A train, other than one described in paragraph 17.1 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 will not be considered work train service.

Work Train Service En Route

17.3 In the application of this article, the following will be considered as work train service en route.

(a) Loading and/or unloading material for the maintenance, improvement, construction or reclamation of Company property:

Note: Unloading small quantities of such material from way freight cars will not be considered as work train service en route.

(b) loading and/or unloading work equipment

(c) thawing out culverts

(d) clearing slides

(e) rerailling cars and wreck clearing operations

(f) filling water barrels on bridges for fire protection

(g) clearing cuts of snow where several backup and forward movements are required, and

(h) filling propane or fuel oil tanks

17.4 The following will not be considered as work train service en route:

(a) Unloading ice, coal or sawdust

(b) replacing knuckles, brassing car, packing or otherwise attending to hot boxes on own train, and

(c) waiting while road repairmen repair bad order cars.

17.5 Locomotive engineers taken off trains between terminals for work train service and afterwards continuing their original trip, will be paid at work train rates for the time engine was taken off train until trip continued. Time paid under this article will not be used to make up the basic day.

ARTICLE 18
Conversion to Wayfreight Rates

18.1 Locomotive engineers operating through freight or mixed trains will be paid wayfreight rates for the time so occupied at points en route where wayfreight or Company's material is loaded or unloaded or switching is performed, time so paid not to be included in computing overtime but may be used to the extent necessary to make up the minimum day, provided, however, that pay shall not be in excess of wayfreight rates for the full trip.

18.2 Locomotive engineers operating through freight or mixed trains will be paid wayfreight rates for the full trip if any of the following work is performed en route:

- (a)** stop to load or unload wayfreight or Company's material at 3 or more points;
- (b)** switch at 4 or more points;
- (c)** stop to load or unload wayfreight or Company's material at 2 points and switch at 3 points.

18.3 At points where a stop as in paragraph 18.2 is counted, a switch will not be counted and vice-versa.

18.4 A switch is defined as a movement necessary to place cars ahead or behind other cars. Picking up cars standing first-out in siding or setting out cars that are together in train does not constitute a switch. The setting out of bad order cars shall not be considered as switching.

ARTICLE 18A
**Setting Out and Taking On Cars En Route
in a Conductor Only Operation**

18A.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) for the trip with a minimum of 12½ miles over and above all other earnings, 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 12½ miles is paid. The time occupied at B is 45 minutes for which 12½ 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, a location en route, 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 15½ miles is paid.

18A.2 The provisions of Article 18 [Conversion to Wayfreight Rates] of Agreement 1.2 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 18A.1 result in duplicate payment such as for example, other payment made en route, such as junction or switching en route.

18A.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 Articles 11, 13, 15, 16, 17, 18, 19 and 25 will apply in respect of such trains.

18A.4 The allowance set out in this Article does not apply to locomotive engineers deadheading.

ARTICLE 19
Snow Plow and Flanger Service

19.1 Locomotive engineers plowing and flanging side tracks will be paid on a minute basis at a rate of 12-1/2 miles per hour for the time so occupied.

19.2 Locomotive engineers on locomotives pushing snow plows will not be required to handle cars, except supplies for locomotives, boarding cars for employees in charge of plow and cabooses.

ARTICLE 20
Meals

Meals - Road Service

20.1 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, or on a train performing "grain block work", will have an opportunity of having a meal at a reasonable hour by previously advising the train dispatcher sufficient time in advance.

Note: This paragraph 20.1 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 18.

Note: When employees are in work train service, meals will be coordinated with other groups to accomplish the work at hand.

Through Freight Service

20.2 Trains will not be delayed nor train operations disrupted solely as a result of stopping the 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.

(Refer to letter dated May 5, 1995 - Micro Wave Ovens –
Addendum No. 77)

ARTICLE 21
Sleeping Quarters

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

21.2 Where men 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.

21.3 Where men 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.

21.4 Sleeping and eating facilities are to be for the use of engine service employees and trainmen and shall be kept in good condition.

21.5 In work train service if suitable sleeping quarters are not furnished, locomotive engineers will be run to a point where sleeping accommodation is furnished.

21.6 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 21.6 do not apply in respect of locomotive engineers in work train service.

(Refer Letter 28 April 1978 - Expenses for Lodging and Meals - Addendum No. 34)

(Refer Letter 28 April 1978 - Accommodation - Blue Fleet Cars - Addendum No. 37)

ARTICLE 22

Pilots

22.1 A locomotive engineer in charge of an engine ordered over any subdivision with which he is not familiar will be furnished with a locomotive engineer as pilot in addition to engine crew, provided such subdivision is not under construction.

Note: In the application of paragraph 22.1 of this article, the number of trips over a particular subdivision during which a locomotive engineer is considered "familiar" with such subdivisions will be 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 Brotherhood 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 23

Attending Locomotives or Steam Generators

23.1 Locomotive engineers called out to attend locomotives or steam generator units after termination of tour of duty, will be allowed pay at pro rata minimum freight rates 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.

ARTICLE 24

Picking Up and Setting Out Diesel Units in Road Service

Note: In applying the rates set out in this article 24, the provisions of article 83 shall apply in respect of employees hired on or after **March 1, 1988**.

24.1 Effective February 1, 1993 Locomotive Engineers called for road service who are required to set out or pick up a diesel unit (or units) involving their locomotive consist will be paid an allowance of:

	EFFECTIVE		
	Jan. 1/01	Jan. 1/02	Jan. 1/03
	\$	\$	\$
a) Picking up one or more than one unit already coupled or setting out one or more than one unit together	7.19	7.33	7.48
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	11.92	12.16	12.40

24.2 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.

24.3 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.

(Refer Letter 1 March 1988 - Herding Diesel Units between Yards of a Terminal Addendum No. 60)

ARTICLE 25
Doubling and Side Trips

25.1 Locomotive engineers will be paid not less than 10 miles for doubling and actual miles in excess of 10 miles.

25.2 Locomotive engineers, except on assigned runs, making side trips on subdivisions will be paid on the same basis as doubling and be paid at the turnaround point on the side trip under the provisions of paragraph 11.1 or 11.2 of article 11.

25.3 Locomotive engineers on assigned runs which include a side trip will be paid actual miles, plus detention and switching at turnaround point on side trip. In the application of this paragraph locomotive engineers making side trips which are not part of their assignment will not be run more than a total of 40 miles off their assignment during any one trip.

25.4 This article does not apply to work train service.

ARTICLE 26
Engine Failures and Changing Off Between Terminals

26.1 Except in case of engine failure, locomotive engineers will not be changed off between terminals between November 15 and March 31 of each year.

26.2 If an engine fails between terminals, the locomotive engineer in charge of same will follow engine to terminal if practicable to do so.

ARTICLE 27
Light Engine Movements

27.1 Locomotive engineers will not be required to handle any cars when running light engines.

(Refer Letter 4 May 1979 - Operating Light Engine
Outside Switching Limits - Addendum No. 42)

ARTICLE 28

Rest

At Terminals

28.1 Locomotive engineers will have the right, upon going off duty, to take between 6 and 24 hours' rest at the home terminal. Regular assigned employees may not book rest around their assignment when there is at least a 10-hour interval preceding the next tour of duty.

28.2 Locomotive engineers will have the right, upon going off duty, to take between 1 and 8 hours' rest at the away-from-home terminal. However, a locomotive engineer on a train performing "grain block work" in excess of 4 hours en route will be permitted to book not more than 12 hours rest.

28.3 Rest taken pursuant to paragraph 28.1 or paragraph 28.2 must be registered in even hours and once registered cannot be changed or cancelled. Rest taken will be exclusive of call time.

Note: A locomotive engineer regularly assigned to work train service who registers 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 his assignment is prior to the expiration of period off duty for rest, thereby causing him to lose a tour of duty on his 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 his 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.

28.4 Locomotive engineers will not be permitted to book more than 24 hours rest at the home terminal. Spare locomotive engineers who book more than 23 hours rest will have their names placed at the bottom of the working list after the period of rest booked has expired. When a pool locomotive engineer books more than 16 hours rest and being required before his rest is up, a spare locomotive engineer will be used in his place and the man booking rest will be placed at bottom of pool board when his rest is up.

Note: Upon written request from the Local Chairman of the Brotherhood to the appropriate officer of the Company, the last sentence of paragraph 28.4 will be waived at a particular terminal and arrangements will be made to provide that locomotive engineers assigned to pool service who book rest in excess of 23 hours will not have their turn placed on the working board until the expiration of their rest, at which time their turn will be placed at the bottom of the working board. In the application of this Note, locomotive engineers will not be permitted to book more than 24 hours rest.

Booking Rest En Route

General

28.5

(a) Locomotive engineers who have been on duty 10 hours (12 hours in work train service) or more will have the right to book rest en route, if they so desire, in accordance with the provisions of paragraphs 28.5 to 28.11 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.

The 10 hours referred to in Article 28.5 (a) and 28.9 are modified for crews operating in an extended run territory between the following home terminals:

Winnipeg	-	Sioux Lookout	11 Hours
Vancouver	-	Kamloops	12 Hours
Kamloops	-	Jasper	12 Hours
Jasper	-	Edmonton	12 Hours
Edmonton	-	Biggar	12 Hours
Biggar	-	Melville	12 Hours
Melville	-	Winnipeg	12 Hours
Jasper	-	Prince George	12 Hours
Smithers	-	Prince George	12 Hours
Edmonton	-	North Battleford	12 Hours
Calgary	-	Kindersley	12 Hours
Edmonton	-	Ram River	12 Hours
Thunder Bay-		Fort Frances	11 Hours

The hours on runs identified in paragraph 60.14(a) may be increased, to a maximum of 12 hours, or decreased based on the principles set out in Addendum No. 79 - Extended Runs

Notice

28.6

- (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.
- (b)** When proper notification of the desire to book rest has been given, and the train dispatcher orders the discontinuance of all work en route, the train may, at the locomotive engineer's option, be taken through to the objective terminal or location where relief can be provided.
- (c)** When proper notification of the desire to book rest is given, the 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

28.7

- (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 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 28.9 (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

28.8

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

Note 1: When deadheaded in the application of sub-paragraph 28.8 (a)(ii), 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 28.8 (a)(ii), locomotive engineers who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note (1) above, the additional actual 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 28.8 (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

28.9

- (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 29 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 28.9 (b), this results in the locomotive engineer being on duty beyond the time rest booked is due to commence, he 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 28.9 (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

28.10

- (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 and allowance of \$9.50 where meals are not provided by the Company or Company expense. 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

28.11

- (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, 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 28.11(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 28.11(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.

ARTICLE 29
Tied Up Between Terminals

29.1 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, whichever is the greater for the road portion of the trip to the tie-up point but not less than a minimum day of 100 miles for the tour of duty, and from time tied up until again resuming duty will be compensated hour for hour on the basis of one-eighth 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 it is not the intention the locomotive engineer will be left without an engine.

29.2 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 will be notified in writing that they are so tied up and shall be paid actual miles or hours, whichever is the greater for the road portion of the trip to the tie-up point. When resuming duty a new day will commence.

29.3 In the application of paragraphs 29.1 and 29.2 to locomotive engineers ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.

29.4 Locomotive engineers in work or construction service may be tied up away from recognized terminal points and the point where the crew ties up for the night will be considered as the terminal point.

29.5 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 30
Held Away from Home Terminal

Unassigned Service

30.1 Locomotive engineers in unassigned service who are held at other than their home terminal longer than 11 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 11 hours at the minimum rate in the class of service last performed, except as provided in paragraph 30.2 of this article. Time to be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip. The rerouting of locomotive engineers in order to return them to their home terminals shall not involve the payment of runarounds.

30.2 In cases of wrecks, snow blockades or washouts between the location at which held and the home terminal, locomotive engineers in unassigned service who are held at other than their home terminal longer than 11 hours, without being called for duty, will be paid for the first 8 hours in each 24-hour period, subsequent to the initial 11-hour period, on the basis of 12-1/2 miles per hour at the minimum rate in the class of service last performed.

30.3 Where rest periods in excess of 8 hours are booked, the 11-hour period before pay commences will be increased correspondingly. For example, if 10 hours rest is booked, pay for time held will commence after the expiration of 13 hours.

30.4 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.

30.5 For the purpose of applying this article, the Company will designate a home terminal for locomotive engineers in unassigned service.

Assigned Service

30.6 Except in cases of wrecks, snow blockades or washouts on the subdivision to which they are assigned, locomotive engineers on assigned runs held away from home terminals 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 five hours to be paid 12-1/2 miles for each hour over the said 5 hours at minimum passenger rates for all time so held.

30.7 In the application of this article, blockade means an extraordinary condition in the handling of traffic preventing the Company from returning locomotive engineers to their home terminals as would be the case if conditions were normal. Blockage limits will not extend beyond the limits of the subdivisions over which the locomotive engineers normally operate.

30.8 Payments accruing under this article, to be claimed on a separate time return and shall be paid separate from pay for the subsequent service or deadheading and shall not result in duplicate payment. The rerouting of locomotive engineers to return them to their home terminals shall not involve the payment of runaround claims.

Unassigned Passenger Service

30.9

(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 30.9 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 passenger service and shall be covered by this paragraph 30.9.

ARTICLE 31
**Running of Locomotive Engineers
in Regularly Assigned Service**

31.1 Except as provided in paragraphs 31.7 and 31.9, locomotive engineers in regularly assigned road service will, if available, follow their assignment.

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

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

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

31.4 Locomotive engineers in regularly assigned road service will be given as much advance notice as possible when assignments are cancelled. Except in emergencies, such as accident, engine failure or washout, or where the line is blocked, if less than 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.

31.5 The provisions of paragraph 31.4 apply only at the home terminal of an assignment and do not apply where a locomotive engineer is deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

31.6 A locomotive engineer in regularly assigned Passenger Service who at the turnaround terminal misses his return assignment due to arriving too late or booking rest will stand first-out in freight service on arrival or on completion of rest for return to his home terminal, and when a locomotive engineer is filling a position as a "second employee in the cab", such locomotive engineer will stand second-out.

31.7 When a passenger assignment will run more than 12 hours late out of a terminal and the regularly assigned locomotive engineer would arrive at the opposite terminal too late to take out his return assignment, he will be deadheaded to the opposite point to protect his regular assignment, provided train service will permit.

31.8 When for any reason a regular passenger assignment is cancelled at the home station and the regular return portion of the assignment is being operated, the regular assigned locomotive engineer will be deadheaded to bring back his return assignment, provided train service will permit.

31.9 In Passenger Service when an interruption takes place where only one train is run each day for a period not exceeding 6 days, assigned locomotive engineers will be run first-in, first-out, to protect trains run. Should the interruption extend beyond the 6-day period, senior crews will be used on a first-in, first-out basis from their respective home station with junior locomotive engineers reverting to other service at their home stations. When normal service is restored, crews will revert to their original assignment.

31.10 A locomotive engineer in assigned freight service who arrives at the turnaround point too late to take out his own assignment and/or has booked not more than 8 hours rest, will stand first-out in unassigned service on arrival or when rest expired for return to his home station. A locomotive engineer booking more than 8 hours rest which results in losing his assignment will stand first-out in unassigned service when rest has expired or be returned to his home terminal at the first opportunity when rest has expired and no deadhead time to be paid.

(Refer Letter 28 April 1978 Emergency Defined
Addendum No. 38)

ARTICLE 32

Running of Locomotive Engineers in Pool Service

32.1

- (a)** Locomotive engineers in pool service will be run first-in, first-out from the shop track or change-off point on their respective subdivision or subdivisions, except as hereinafter provided.
- (b)** In the application of paragraph 60.14 the following will apply:
 - (i) Employees arriving at their home terminal will be placed to the bottom of the pool based on the time in principle.
 - (ii) Away from home terminal employees will be placed onto the pool based on the time in principle. They will be matched with service requirements based on the time they become available at the away from home terminal.
 - (iii) Employees will be called from the pool on a first-in, first-out basis relative to other employees from the same home terminal.

Runaround

32.2 In the application of paragraph 32.1(a) a locomotive engineer who is first-out and available and is runaround avoidably will be paid 100 miles at minimum through freight rate for each runaround and will maintain his position on the board;

32.3 Paragraphs 32.1(a) and 32.2 will not apply when a locomotive returns to the shop track or designated change-off point for repairs.

32.4 At home terminals, when a pool locomotive engineer is not available to protect his turn, a spare locomotive engineer will be used. A locomotive engineer who misses his turn for any reason, will be placed at the bottom of the pool board when his turn arrives back except if his turn does not return in the same order it left the home terminal and he will be placed on the board in the order the turn was originally called.

NOTE: This paragraph will not apply to a locomotive engineer who is not available for an S.A.P. call for auxiliary service in which case such locomotive engineer will hold his turn out and the next locomotive engineer in the pool will be called. The application of the previous sentence will not constitute a runaround.

32.5 When a locomotive engineer in pool service books off, he will not be permitted to book on until a period of 8 hours has elapsed.

32.6 When a pool locomotive engineer books not more than 16 hours rest and being required before his rest is up, the next pool man will be called and the man booking rest will remain first-out.

32.7 Sections of regular trains, passenger extras, unassigned work trains, and auxiliaries, will be handled by pool crews.

32.8 When it becomes necessary to step up the pool, including when there are no spare board locomotive engineers, emergency locomotive engineers, or qualified locomotive engineers not working as such and who have seniority as firemen/helpers, available for emergency running to protect a spare turn on a particular pool, the first available locomotive engineer in the pool will be used and will take with him the first spare turn on the working board, which proceeded his turn at the time called. On arrival back from the tour of duty the spare turn will precede the locomotive engineer who was stepped up.

32.9 When called for other than passenger, pool or yard service, the available locomotive engineer first-out on the subdivision on which the vacancy occurred, will be used.

Should there be no pool service on that subdivision, it will be handled by a local understanding between the appropriate Company Officer and the Local Chairman of the B.L.E. prior to the vacancies occurring. The locomotive engineer's turn so used will be deleted from the pool and the locomotive engineer will return to his respective pool governed by the "time in" principle from his last service.

32.10 When it becomes necessary to relieve a pool locomotive engineer en route, such locomotive engineer will be relieved by another pool locomotive engineer, except as provided in Article 61.6.

32.11 When it becomes necessary to use a pool locomotive engineer to take over a passenger run due to the passenger locomotive becoming disabled en route, the pool locomotive engineer will upon arrival at the turnaround point be placed in his pool on the "time in" basis.

32.12 When a pool locomotive engineer takes over a disabled passenger assignment en route which runs over more than one subdivision and the turnaround point is on a subdivision to which the pool locomotive engineer is not normally assigned, the pool locomotive engineer will be considered as assigned to the passenger assignment until arrival at the home station; unless relieved by the regular assigned locomotive engineer at the turnaround point, in which case the pool locomotive engineer will be deadheaded to his home terminal and be placed in the pool on the "time in" basis.

32.13 When a pool locomotive engineer is used to protect a vacancy in yard service he will:

- (a) at the home terminal be returned to his position in the pool upon completion of the shift, but not prior to the expiration of 8 hours after commencement of the shift unless no other men are available;
- (b) at the away-from-home terminal be returned to his position in the pool upon completion of the shift.

(Refer to Memorandum of Agreement July 28, 1988 –
Running of Locomotive Engineers in Pool Service
Operating from Sioux Lookout - Addendum No. 64)

ARTICLE 33
**Manning Permanent Vacancies
and New Assignments**

Change of Timetable

33.1 For the application of this agreement, there will be four (4) changes of timetable for all employees and, unless mutually agreed, for a 13 week duration occurring on the Friday closest to:

- (i) March 15
- (ii) June 15
- (iii) September 15
- (iv) December 15

Note 1: The above dates may be changed as mutually agreed.

Note 2: In order to remain with the above dates, approximately every four years an adjustment to one change of card to provide for a 14 week duration will be necessary.

33.2 All road service assignments for every terminal on the applicable seniority district will be posted at each home station and subsidiary stations at least ten (10) days in advance of a change of timetable.

All Road Service Except Work Train at Change of Timetable

33.3

(a) All locomotive engineer's on the seniority list will submit their form seven (7) days prior to a change of timetable, in order of preference on the prescribed form, their choices at their home station and stations subsidiary thereto of road service assignments including pools, spare board, first locomotive engineer in passenger service, and positions as a "second employee in the cab" of a diesel locomotive on conventional passenger trains when a fireman/ helper is not available. In the application of this paragraph, a locomotive engineer will be permitted to also include choices of yard assignments as prescribed by paragraph 51.11 of Article 51.

(b) A locomotive engineer who desires to exercise his seniority into work train service at a change of timetable, will submit his choices of work train assignments in order of preference on a separate form than the one referred to in sub-paragraph (a). Applications for work train assignments will take precedence over any other assignments.

33.4 A locomotive engineer who is off for any reason throughout the entire period specified in paragraph 33.2 and who does not submit choices in accordance with the provisions of paragraph 33.3, will be permitted to do so immediately upon his return to duty.

33.5 A locomotive engineer who does not submit choices in accordance with the provisions of paragraphs 33.3, 33.4, or 51.11 will be governed by their list of choices in effect at the previous change of timetable.

33.6 A locomotive engineer who does not record all of the available road service assignments will, when unable to hold the road service assignments recorded, be considered assigned to yard service until such time as he can again hold one of his recorded assignments.

33.7 Preferences submitted in accordance with paragraphs 33.3 or 33.4 will, on a seniority basis, apply at or between changes of timetable and in the placing of a locomotive engineer who is displaced. Except as provided in paragraphs 33.16, 33.17 and 33.19, preferences submitted shall remain in effect until the next change of timetable.

33.8 A locomotive engineer will not be permitted to exercise seniority.

(a) to positions under bulletin which are advertised to the seniority district; or

(b) to a position on the spare board when his seniority entitles him to unassigned freight pool service. In the application of this sub-paragraph, he may elect to exercise his seniority at the home station rather than displacing a junior locomotive engineer at a subsidiary station.

Note: Upon written request from the local chairman to the appropriate officer of the Company, the first sentence of sub-paragraph b) will be suspended at a particular home station at a change of timetable.

Work Train Service

33.9 Permanent vacancies and new assignments in work train service of five (5) days or more duration will be advertised five (5) days in advance at the home station and subsidiary stations thereto. Applications will be accepted from qualified locomotive engineers and the senior applicant will be assigned. When two (2) or more work trains are advertised on the same bulletin, the senior applicant will be assigned to the position of his choice.

Note: Local arrangements by mutual agreement will be put in place to fill unassigned work trains.

33.10 When an assignment in work train service commences between changes of timetable a locomotive engineer will insert the new assignment in his order of preference on the prescribed form which was submitted at the change of timetable without altering the sequence of his other choices. The senior qualified locomotive engineer, for whom the assignment will be the top preference of his choice that he can hold, will be assigned.

33.11 In the event a work train assignment does not commence within thirty (30) calendar days from the date the bulletin closes, the assignment will be re-advertised.

33.12 When a locomotive engineer is assigned to a work train assignment, he shall remain on such assignment:

- (a) unless able to obtain a permanent vacancy he was unable to hold when he was assigned; or
- (b) unless awarded a position advertised to the seniority district; or
- (c) unless he gives seven (7) days notice in writing to the appropriate officer of the Company of his intention to vacate the assignment.

33.13 In the application of sub-paragraph (c) of paragraph 33.12, such locomotive engineer will only be permitted to vacate the assignment on an adjustment date when relief is available, and will be placed in accordance with preference submitted under paragraph 33.7. In such circumstances, no deadheading will be paid.

33.14 When an assigned work train moves from territory under the jurisdiction of one home station to territory under the jurisdiction of another home station for more than four (4) days, the assignment will be discontinued and re-advertised to the home station which has jurisdiction over the territory.

Road Service Other Than Work Train Between Changes of Timetable

33.15 All new road service assignments (except work train) will be advertised five (5) days in advance at the home station and station subsidiary thereto.

33.16 A locomotive engineer will insert the new assignment in his order of preference on the prescribed form which was submitted at the change of timetable without altering the sequence of his other choices. The senior qualified locomotive engineer, for whom the assignment will be the top preference of his choice that he can hold, will be assigned.

33.17 A locomotive engineer may vacate an assignment in other than work train service by giving notice in writing to the appropriate officer of the Company at least twenty-four (24) hours in advance of an adjustment date to delete such assignment from his choices submitted.

33.18 In the application of paragraph 33.17, such locomotive engineer will only be permitted to vacate the assignment on an adjustment date when relief is available and will be placed in accordance with preference submitted under paragraph 33.7. In such circumstances no deadheading will be paid.

Locomotive Engineers Absent

33.19 A locomotive engineer who is off for any reason throughout the entire period specified in paragraphs 33.9 and 33.15 will, prior to the leaving time of the first tour of duty after the close of the bulletin, make application in accordance with the

provisions of paragraphs 33.10 or 33.16. If such locomotive engineer is the successful applicant, he will be assigned upon his return from the tour of duty for which called.

No Applications

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

Re-advertising

33.21 In the application of this article, a run will be re-advertised when there is a change in:

- (a)** the arrival or departure time at the home terminal of six (6) hours or more; or
- (b)** number of trips per week; or
- (c)** the road mileage of a round trip is changed more than twenty-five (25) miles.

33.22 A locomotive engineer must also comply with the provisions of paragraph 33.3 between changes of timetable before going to work when transferring to a new home station.

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

33.24 When regular assignments are established, representatives of the Company and the Local or General Chairman will cooperate to minimize the layover period at the away-from-home terminal to the extent possible.

33.25 Locomotive engineers who are not working as such are not eligible to apply for positions advertised under this article.

33.26 Where provision is made in this article to make application or give notice to the appropriate Officer of the Company it must be in writing and one copy must also be sent to the local chairman.

33.27 A vacancy resulting from a locomotive engineer commencing pre-retirement vacation will be filled as a permanent vacancy on the first board adjustment date following the commencement of pre-retirement vacation.

ARTICLE 34 **Manning Temporary Vacancies**

34.1 A temporary vacancy in road service will be manned from the spare board until the first adjustment date in accordance with the provisions of article 62.

34.2 A spare board locomotive engineer called to relieve on an outpost assignment or a work train assignment which does not tie up at the home station will remain on the temporary vacancy until relieved by the regular man or until relieved subsequent to the first adjustment date. Spare board locomotive engineer called to relieve on a work train assignment will be released from the vacancy when such assignment is tied up under the provisions of paragraph 8.3 of article 8 and in the application of this sentence no deadheading will be paid.

Assigned Service Other Than Pool

34.3 A locomotive engineer (except under the provisions of paragraph 33.20 of article 33) who desires to work temporary vacancies in assigned service excluding pools, will submit his choices on the prescribed form in order of preference. One copy to be submitted to both the appropriate officer of the Company and the local chairman.

Note: When a locomotive engineer who is assigned in accordance with the provisions of article 33 is off, the vacancy as a "second employee in the cab" of a diesel locomotive on a conventional passenger train when a fireman/helper is not available will also be filled in accordance with the provisions of this article.

34.4 Notice to add or delete choices must be submitted at least 24 hours prior to an adjustment date with copies to the appropriate officer of the Company and the local chairman.

34.5 When a temporary vacancy exists on an adjustment date and it is known that the regular locomotive engineer will be absent until the next adjustment date, the temporary vacancy will be filled by the senior locomotive engineer who has recorded his desire to fill such a vacancy in accordance with paragraph 34.3.

34.6 In the event that no applications are received for a temporary vacancy, the senior qualified locomotive engineer not working as such at the home station or stations subsidiary thereto will be assigned, there being none, the junior locomotive engineer on the spare board will be assigned.

34.7 When it is known on an adjustment date that a locomotive engineer, who has been off since the previous adjustment date, will become available prior to the next adjustment date, the vacancy will revert to the spare board until such locomotive engineer becomes available.

Pool Service

34.8 When a vacancy exists on an adjustment date and it is known that the regular locomotive engineer will be absent until the next adjustment date, the regular locomotive engineer's vacancy will be filled in accordance with the provisions of paragraph 33.7 of article 33.

34.9 When it is known on an adjustment date that a locomotive engineer, who has been off since the previous adjustment date, will become available prior to the next adjustment date, the junior locomotive engineer will be removed from that pool. The resultant vacancy will be manned from the spare board until such locomotive engineer becomes available.

ARTICLE 35
**Relieving Locomotive Engineers
at a Turnaround Point**

35.1 At any time it becomes necessary to relieve a locomotive engineer at a turnaround point, it shall be handled as follows:

- (a)** if turnaround point is one where no spare board is maintained, arrangements shall be made for a man to be deadheaded from the home station to which the man relieved belongs. If time and train service will not permit this to be done and when no unassigned locomotive engineers belonging to the home station are available to be boosted to protect this vacancy, the senior locomotive engineer not working as such at the turnaround point, belonging to the home station concerned, available at the time of call, shall be called for the run.
- (b)** If turnaround point is one where a spare board is maintained, a locomotive engineer from that spare board will be used and deadheaded back home upon completion of the one way trip. (This applies to all spare board turnaround terminals except Calgary, which terminal shall be classed as coming under sub-paragraph (a)).
- (c)** It is understood that locomotive engineers cannot be relieved at turnaround points except for good and sufficient reasons.

(Refer Letter 4 August 1967 - Relief at
Away-From-Home
Terminal - Addendum No. 5)

(Refer Letter 11 April 1972 - Relief at
Away-From-Home
Terminal - Addendum No. 15)

SECTION 2
YARD AND TRANSFER SERVICE

ARTICLE 36
Rates of Pay

NOTE: In applying the rates set out in this article 36, the provisions of article 83 shall apply in respect of employees hired on or after **March 1, 1988**.

36.1 Rate of pay per day:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
\$	\$	\$	
194.73	198.62	202.59	

Unit Allowance

36.2 A locomotive engineer in Yard and Transfer Service in charge of and responsible for a second unit in his locomotive consist at any time during his shift shall be paid the following allowance in addition to his other earnings for such shift:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
\$	\$	\$	
3.41	3.48	3.55	

A locomotive engineer in Yard and Transfer Service in charge of and responsible for three or more units in his locomotive consist at any time during his shift shall be paid the following allowance in addition to his other earnings for such shift:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
\$	\$	\$	
6.81	6.95	7.09	

Shift Differentials

36.3 A locomotive engineer in yard or transfer service who commences a shift between the hours of 1400 and 2159 (excluding arbitrary payments) shall receive a shift differential of 50 cents per hour and between the hours of 2200 and 0559 (excluding arbitrary payments) shall receive a shift differential of 55 cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for absence from duty, such as vacations, general holidays, etc.

Conductors (Yard) Only Transfer Movements

36.4 Locomotive Engineers on yard transfers with a yard crew consist of a conductor (yard) only will be compensated the following for successful completion of Conductor (Yard) only transfer movements:

one way transfer - \$13.00
two way transfer - \$23.00 additional

In the application of the foregoing a transfer is defined as handling railway equipment from an originating yard or interchange to the destination yard or interchange. The allowances shall be paid once per shift or tour of duty. The incidental use of another employee to assist a Conductor (Yard) Only transfer will not preclude premium payment under this Clause.

ARTICLE 37 Guarantee

37.1 Regularly assigned locomotive engineers on regular assignments will be paid not less than five days in any one work week exclusive of overtime and arbitrary payments.

37.2 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 occurring in the work week. Extra service may be used to make up the guarantee.

37.3 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 paragraphs 37.1, 37.2 and 37.3, general holiday payments for a general holiday which falls on an employee's assigned rest day in his work week will not be used to make up the guarantee if on one of his assigned working days in his work week he is cancelled. However, extra service performed on his assigned days off excluding a General Holiday may be used to make up such guarantee.

37.4 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, or booking rest, will receive their full proportion of the work week guarantee.

ARTICLE 38 **Basic Day**

38.1 Eight hours or less shall constitute a basic day.

ARTICLE 39 **Preparatory Time**

39.1 Locomotive engineers will report for duty 10 minutes prior to the starting time of the shift to perform preparatory duties and will be paid at a rate per hour of 1/8th of the daily rate. Time paid under this article will be in addition to basic day.

ARTICLE 40 **Inspection Time**

40.1 Locomotive engineers will be paid for 10 minutes at a rate per hour of 1/8th of the daily rate after locomotives are delivered at the designated point to perform inspection duties. Time paid under this article will be in addition to basic day.

ARTICLE 41

Overtime

41.1 Locomotive engineers required to work in excess of 8 consecutive hours in yard service (excluding arbitrary payments) will be paid for the time worked in excess of 8 hours continuous service at an overtime rate per hour of 3/16ths of the daily rate.

41.2 Except in the application of paragraphs 51.2, 51.3, 51.4 and the first sentence of sub-paragraph (b) of paragraph 51.6 of article 51 or when locomotive engineers work the regular relief assignments to which assigned, 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 pro rata rate (excluding arbitrary payments) will be paid for such second tour of duty at an overtime rate per hour of 3/16ths of the daily rate. The application of this paragraph shall not result in the payment of overtime on overtime.

41.3 When unassigned locomotive engineers start a second shift within a 24-hour period they will not be paid under this article, but will start a new day.

41.4 Locomotive engineers who work more than 5 straight time 8-hour shifts in yard service in their work week will be paid therefore at an overtime rate per hour of 3/16ths of the daily rate.

41.5 The provisions of paragraphs 41.1 to 41.4 inclusive shall not apply when changing off where it is the practice to work alternately days and nights for certain periods, working through 2 shifts to change-off, where exercising seniority rights from one assignment to another or when extra men are required to be used under a provision of this agreement.

41.6 This article applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

41.7 Locomotive Engineers required to report prior to the starting time of an assignment in order to take Company training programs such as safety seminars, dangerous commodities instruction, careful car handling, etc., such reporting will not result in a tour of duty being compensated at time and one-half rates as outlined by paragraphs 41.2 and 41.4. When required to report prior to the starting time for such training programs, employees will be compensated at one and one-half times the basic rate for the time required to report until the on-duty time of the assignment. Every effort will be made 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.

ARTICLE 42

Five-Day Work Week for Regularly Assigned Locomotive Engineers

42.1 Employees who work more than five straight-time yard 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 and spare employees shall mean a period of seven consecutive days starting at the board change time on each Friday.

42.2 Except as otherwise provided, a work week shall consist of 5 consecutive days of 8 hours each with 2 days off in each 7.

42.3 An assignment of more than 5 days per week may be established when shifts in excess of 5 are not covered by spare locomotive engineers.

42.4 In the establishment of regular assignments, representatives of the Company and of the locomotive engineers will cooperate in designating day or days off.

42.5 Nothing in this article shall be construed to create a guarantee of any number of days in a work week except that assignments of less than 5 days per work week will not be established.

42.6 Except as provided in Article 42.1, any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of the 5-day work week nor shall service under two agreements be combined in any manner in the application of the 5-day work week.

ARTICLE 43
Starting Time

43.1 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.

43.2 Where regular assignments are worked in continuous service, i.e., the second crew relieves the first, the third relieves the second and the first crew relieves the third. The time for the first shift to begin work will be between 0600 and 0900 hours, the second 1400 and 1700 hours; and the third 2200 and 0100 hours.

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 of the Brotherhood. Concurrence of the General Chairman will not be unreasonably withheld.

43.3 Where agreed between the appropriate local officer of the Company and the Local Chairman, the starting time periods specified in paragraph 43.2 may be changed one hour on account of conditions produced by having 2 standards of time.

43.4 The starting time of yard assignments other than those specified in paragraph 43.2 including extras shall be in accordance with the requirements of the service.

ARTICLE 44

Creation and Abolishment of Regular Assignments

44.1 As far as practicable, yard assignments will be abolished and new assignments will be created on an adjustment date.

44.2 When it is known in advance of the regular adjusting date that a yard assignment will be abolished, notice of such abolishment will be posted and the local chairman will be advised.

ARTICLE 45

Cancellation of Regular Assignments

45.1 Locomotive engineers in regularly assigned 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 conditions, shortage of power, shortage of men, 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.

ARTICLE 46

Designated Point for Going On and Off Duty

46.1 Locomotive engineers shall have a designated point for going on duty and a designated point for going off duty as governed by local conditions. A locomotive engineer will be released from duty at the point where he went on duty. Instructions will provide that locomotive engineers will report at the hump, others report at yard office, others at shop or ready tracks. The place to report will not be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

ARTICLE 47
Other Service

47.1 Locomotive engineers in Yard or Transfer Service may be used temporarily in any service in the terminal in cases of necessity when their locomotive is required to work in other service or part of the terminal.

47.2 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.

ARTICLE 48
Meals

48.1 Locomotive engineers will not be required to work longer than 5-1/2 hours without time for lunch. Twenty minutes will be allowed between 4 and 5-1/2 hours after starting work without deduction in pay. The time for fixing the beginning of assignments for meal periods will be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

48.2 When it is determined that more than 1 hour of overtime work is required, the locomotive engineer will advise the yardmaster if he wishes a hot meal. Upon receipt of such advice the yardmaster will arrange the work in such a manner that the locomotive engineer will have the opportunity to have a hot meal at the completion of 9 hours of work. The crew will take their hot meal as a unit with the minimum time necessary to obtain a hot meal.

NOTE: This paragraph does not preclude the yardmaster advising the crew after the seventh hour that overtime will be required and the crew may be released by the yardmaster then or later for a hot meal. When so released it will not be necessary to provide an opportunity of obtaining a hot meal at the completion of 9 hours of work.

(Refer Letter dated 28 April 1978 - Transfer Caboosees –
Addendum No. 36)

ARTICLE 49

Rest

49.1

(a) Regularly assigned locomotive engineers will be entitled to book a minimum of 3 and a maximum of 14 hours rest upon completion of their shift in yard service, except that such employees may not book rest around their assignment.

(b) After 11 hours, locomotive engineer may tie up for rest.

NOTE: Locomotive engineers on yard transfers with a yard crew consist of a conductor (yard) only will have the right to book rest after 10 hours service.

49.2 Locomotive engineers who double through a second shift without an interval of off-duty time between 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 when they accepted the call.

49.3 Locomotive engineers will give 2 hours notice of their desire for rest to the proper officer of the Company.

ARTICLE 50

Off Duty

50.1 Except as otherwise provided in this agreement, locomotive engineers assigned to Yard Service will be considered off duty from time released until again required for their regular shift.

ARTICLE 51
Manning Vacancies

Spare board

51.1 Except as provided in paragraph 51.2 a new assignment or vacancy in yard service will be manned from the spare board until the first adjustment date in accordance with the provision of article 62.

Regular Assigned Locomotive Engineers

51.2 A locomotive engineer assigned to a 5-day per week yard assignment who was unable to accumulate five shifts in the week preceding the adjustment day, shall be permitted to man a yard vacancy or an extra yard engine ahead of a spare board locomotive engineer during the subsequent 2-week period on his assigned rest days at straight time rates to make up for the lost day(s) under the following conditions:

- (a)** A locomotive engineer desiring such work will on an adjustment day notify the crew office of his desire to make up the lost day(s).
- (b)** The senior available locomotive engineer will be called.
- (c)** A locomotive engineer who fails to respond to a call will not be called for such work until he has again complied with the provisions of sub-paragraph (a) above.
- (d)** This paragraph does not apply to locomotive engineers who were booked off due to illness or other personal reasons or who lose time due to the exercise of seniority for preference assignments.

51.3 A locomotive engineer regularly assigned to a five-day per week assignment will be required on days when his regular assignment is cancelled (excluding General Holidays) to man a yard vacancy commencing during the hours of his cancelled shift, ahead of a spare locomotive engineer. A locomotive engineer who fails to respond to calls will be considered as laying off on his own accord and the provisions of paragraph 37.2 of article 37 will apply to him.

51.4 The Local Chairman can make arrangements with the appropriate local officer of the Company for regularly assigned locomotive engineers to work on extra or other assignments on regular days off or on days when their regular assignments are cancelled.

51.5 In the application of paragraphs 51.2, 51.3 and 51.4, a locomotive engineer who works in excess of 5 days in his work week will be paid at pro rata rates for shifts in excess of 5 days.

Spare board Locomotive Engineers Not Available

51.6 Subject to the following conditions, regularly assigned yard locomotive engineers 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;
- (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.

(Refer - Addendum No. 14)

- (c)**
 - (i)** An assigned yard locomotive engineer desiring such work will make application to work 1 spare shift in the work week.
 - (ii)** The senior yard locomotive engineer so available who has, for any reason, missed a shift in his work week will be called when such call will not interfere with him filling his regular assignment. If there is no such yard locomotive engineer available, the senior yard locomotive engineer who has made application will be called when such call will not interfere with him filling his regular assignment.
 - (iii)** A yard locomotive engineer who has indicated that he is available for such work will accept all calls until he cancels.

- (iv) A yard locomotive engineer who fails to respond to a call will not be called until he has again indicated that he is available.

NOTE: In the application of the first sentence of sub-paragraph (c)(ii) the senior yard locomotive engineer so available who has missed a shift in his work week due to cancellation of his regular assignment (excluding General Holidays) must respond to a call or he will be considered as laying off of his own accord and the provisions of paragraph 37.2 of article 37 will apply to him.

51.7 If unable to fill a yard vacancy under the provisions of paragraphs 51.1 to 51.6 inclusive and there are no qualified locomotive engineers not working as such available, the available pool locomotive engineer first-out will be called. Should there be more than one pool, the "time in" principle will determine the locomotive engineer first-out.

On an Adjustment Day

51.8 A locomotive engineer in yard service will be permitted before 2030 hours on an adjustment date to exercise his seniority to new yard assignments and yard assignments that are known to be vacant until the next adjustment date.

51.9 When it is known on an adjustment date that a locomotive engineer, who has been off since the previous adjustment date, will become available prior to the next adjustment date, he will be placed in accordance with his seniority, on the assignment of his choice as submitted under the provisions of paragraphs 51.11 or 51.12. In such circumstances sufficient junior locomotive engineers will be removed from their assignments on the adjustment date to accommodate locomotive engineers who will become available. The resultant vacancies will be manned from the spare board until such locomotive engineers become available.

51.10 A locomotive engineer restricted to yard service will, in addition to the provisions contained in paragraph 51.8, be permitted to exercise his seniority and change yard assignments on the adjustment date nearest the expiration of every 30-day period from the time such option was last exercised or could have been exercised.

At Change of Timetable

51.11 All yard service assignments will be posted at the home station and stations subsidiary thereto at least 10 days in advance of change of timetable. All locomotive engineers on the seniority list who desire to exercise their seniority in yard service at the change of timetable will submit choices on the prescribed form in order of preference to the appropriate officer of the Company at least seven (7) days prior to the timetable change.

51.12 A locomotive engineer who, while assigned to road service, desires to exercise his seniority in yard service between changes of timetable will only be permitted to do so on an adjustment date.

51.13 The choice of yard assignments submitted under the provisions of paragraphs 51.11 or 51.12 will remain in effect until the next change of timetable but may be revised 24 hours prior to an adjustment date and will apply in the filling of yard assignments at the change of timetable and in the placing of a locomotive engineer who is displaced and not available to place himself in accordance with paragraph 51.8.

51.14 A locomotive engineer who fails to submit a choice in accordance with paragraphs 51.11 or 51.12, or who is unable to hold any of the choices submitted, will forfeit his right to change yard assignments at the change of timetable. If displaced on an adjustment date or when returning prior to an adjustment date a locomotive engineer will only be permitted to exercise his seniority to vacant yard assignments, or if none, displace the junior locomotive engineer assigned to yard service until the next adjustment date.

No Applications

51.15 In the event that no applications are received for a yard assignment, the senior qualified locomotive engineer not working as such at the home station or stations subsidiary thereto will be assigned, there being none, the junior locomotive engineer on the spare board will be assigned. Such locomotive engineers may, however, displace junior assigned yard locomotive engineers.

30-Day Penalty

51.16 Except as prescribed by paragraph 33.6 of article 33, a locomotive engineer with sufficient seniority to hold road service (or the spare board at locations where the application of the first sentence of sub-paragraph (b) of paragraph 33.8 of article 33 is suspended), who elects to exercise his seniority in yard service, will be required to remain in yard service until the adjustment date nearest the expiration of 30 days notwithstanding an intervening timetable change unless excused by agreement between the appropriate officer of the Company and the local chairman. Such locomotive engineer may however apply for new runs or permanent vacancies in assigned road service between timetable changes.

51.17 Except as provided in paragraph 51.16, a locomotive engineer who does not have sufficient seniority to hold road service may elect to exercise his seniority in yard service in preference to the spare board. Such locomotive engineer may return to road service when his seniority permits.

51.18 Except as provided in paragraph 51.16, a locomotive engineer with insufficient seniority to hold road service who elected to exercise his seniority to the spare board may at a later date elect to exercise his seniority to yard service in accordance with the provisions of paragraph 51.12. Such a locomotive engineer will not be permitted to return to the spare board until the adjustment date nearest the expiration of 30 days notwithstanding an intervening timetable change unless unable to hold yard service.

51.19 A locomotive engineer governed by the provisions of paragraph 51.17 will, upon completion of the prescribed 30-day period, give at least 24 hours notice to the appropriate officer of the Company prior to the adjustment date:

- (a)** if an intervening timetable change has not occurred, and if reverting to passenger service, be assigned to the assignment held prior to exercising seniority in yard service or if reverting to freight service be governed by the choices submitted in accordance with article 33;

- (b) if an intervening timetable change has occurred and if he desires to exercise his seniority to road service will submit his choice of assignments to the appropriate officer of the Company. Such locomotive engineer will thereafter be governed by the provisions of article 33;
- (c) if he continues to remain in yard service he will again be governed by the provisions of paragraph 51.16 for another 30-day period.

51.20 A locomotive engineer who is displaced from a yard assignment may elect to exercise his seniority to the spare board at the home station in preference to exercising his seniority in yard service at a subsidiary station.

51.21 Where provision is made in this article to notify the appropriate officer of the Company on the prescribed form, one copy of such notification must be sent also to the local chairman.

(Refer to Memorandum of Agreement August 25, 1988 -
Manning of Outpost Yard Assignment at
Hudson Bay, Saskatchewan - Addendum No. 65)

ARTICLE 52
**Relieving Locomotive Engineers
in Yard Service at Subsidiary Stations**

52.1 A locomotive engineer assigned to a yard engine at a subsidiary terminal desiring leave of absence for any cause, must be off at least 3 calendar days and shall be relieved by a locomotive engineer from the home station, time and train service permitting.

SECTION 3
GENERAL

ARTICLE 53
Representation

53.1 The right to make and interpret contracts, rules, rates and working agreements for locomotive engineers shall be vested in the regularly constituted Committee of the Brotherhood of Locomotive Engineers.

53.2 The right of a locomotive engineer to have the regularly constituted Committee of the Brotherhood of Locomotive Engineers represent him in handling of a grievance under the recognized interpretations placed upon the agreement by the officers of the Company and the General Committee of the Brotherhood making same is conceded.

ARTICLE 54
Introduction of Electric or Other Motive Power

54.1 When electric or other motive power is introduced as a substitute for diesel-electric locomotives on trackage operated or controlled by Canadian National, locomotive engineers governed by this collective agreement shall have preference to positions as locomotive engineers.

ARTICLE 55
Condition of Locomotives

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

(Refer to Letter dated June 21, 1989 - Standards for Locomotive Cabs - Addendum No. 69)

55.2 All new and existing road locomotives will be equipped with a microwave oven.

Refer to letter dated May 5, 1995 - Addendum No. 78
(condition of locomotives)

ARTICLE 56
Seniority Boundaries

Territory

56.1 The following designated and defined districts shall constitute seniority territory for locomotive engineers on the Prairie and Mountain Regions, and no change will be made in the territories as herein defined, except through the negotiations between the appropriate officer of the Company and the General Chairman.

56.2 Seventh Seniority District, all lines, branches and terminals on the Canadian National Railways (except the Duluth, Winnipeg and Pacific) between Thunder Bay, Armstrong, Churchill, Vermilion, Wainwright, Hemaruka, Kindersley and Eatonia, including the Yards at Thunder Bay, Churchill, Kindersley and Eatonia, but excluding the Yards at Armstrong, Vermilion and Wainwright.

Ninth Seniority District, all lines, branches and terminals on the Canadian National Railways west of Vermilion, Wainwright, Hemaruka, Kindersley and Eatonia, including the lines on Vancouver Island and the Yards at Vermilion and Wainwright, but excluding the Yards at Kindersley and Eatonia and shall include all lines, branches and terminals of the Great Slave Branch, North of Roma Junction, Alberta, up to and including the Hay River Yard at Hay River, Northwest Territories.

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

Establishment

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

56.6

- (a)** A qualified locomotive engineer will be eligible for service as a locomotive engineer; and will be promoted to the locomotive engineers' seniority list on January 1 of the year following the year during which qualified in the order of his standing on the firemen/helpers' list, provided eligible firemen/helpers his senior are qualified and promoted.
- (b)** Employees other than firemen/helpers who are qualified as locomotive engineers in keeping with Company requirements and regulations will be eligible for service as locomotive engineers, provided eligible firemen/helpers are qualified and promoted. Effective March 17, 1982, such other employees will be promoted to the seniority list of locomotive engineers on January 1st of the year following the year during which qualified, and shall hold their relative standing in the group with which qualified as per their seniority date as Brakemen or Yardmen. If an employee has a seniority date in both classifications, the earliest date shall be used in determining his relative standing.
- (c)** An employee who has insufficient service requirements under Agreement 4.3 which prevents him from having sufficient qualifications to apply for training as a Locomotive Engineer will have his seniority awarded as if he qualified in paragraph (b) of this article provided:

 - (i)** he applies for the first course advertised following attaining the necessary qualifications - it is incumbent upon the employee to apply to the first course advertised; and
 - (ii)** he successfully qualifies as a Locomotive Engineer in the first course attended.
- (d)** **(i)** The 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.

- (ii) 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.

- (iii) Junior employees selected on a terminal basis pursuant to this sub-paragraph will not be permitted to work as a locomotive engineer at any other terminals where there are senior candidates who have not, as a result of the application of this sub-paragraph, qualified as locomotive engineers. In this respect, the names of such locomotive engineers will be suitably notated on the seniority list until such time as all such senior candidates to that course have similarly qualified as a locomotive engineer and their names placed on the seniority list.

Note: Notwithstanding the provisions of sub-paragraph 56.6 (d) (iii), junior employees may be permitted to work as a locomotive engineer at such other terminals referred to in sub-paragraph 56.6 (d) (iii), when an additional shortage arises. In such cases, the corresponding number of those senior candidates referred to in sub-paragraph 56.6 (d) (iii), shall be afforded loss of earnings in accordance with the applicable provisions of the collective agreement governing their services.

- (iv) Senior candidates held off training pursuant to this sub-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.

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

Posting Lists

56.7 When the date of promotion of a fireman/helper, a hired locomotive engineer or an employee who does not have seniority as a fireman/ helper has been established in accordance with regulations, such date shall be posted and if not challenged in writing within 60 days after such posting, no protest against such date shall afterward be heard.

56.8 The posting of notice of seniority rank, as per paragraphs 56.1 and 56.2, shall be done within 10 days following date of promotion and such notices shall be posted on every bulletin board of the seniority district on which the man holds rank.

56.9 Seniority lists of locomotive engineers will be posted on all locomotive engineers' bulletin boards not later than February 1st of each year.

Laid Off

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

Re-employed Subsequent to Discharge

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

Transfers Between Districts

56.12 Locomotive engineers loaned from one seniority district to another, will be returned or properly transferred within 1 year, locomotive engineers to take the initiative. If transferred, their seniority standing will be the date of their first service as locomotive engineer on the Seniority District to which they are transferred.

Transfer to Construction Department

56.13 Locomotive engineers transferring from Operating Department to Construction Department will hold their original date on seniority list.

Employed on Yardmaster's Position

56.14

- (a)** Employees working as either a Traffic Coordinator or Locomotive Engineer shall continue to retain and accumulate seniority under Agreement 4.2 and 1.2 regardless of which classification in which they are employed.
- (b)** During the period he/she is employed on a yardmaster's position, he/she shall not be considered as having entitlement to work under this agreement.
- (c)** Employees exercising their seniority under this agreement shall do so in accordance with the appropriate provisions dealing with the exercise of seniority.

ARTICLE 57
Home Stations

Definition

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

Establishment

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

Jurisdiction

57.3 Except when otherwise arranged between the General Chairman of the B. of L.E. and the appropriate officer of the Company, the following will apply when establishing the home station of assigned or unassigned service.

- (a)** Trains operating over territory entirely under the jurisdiction of one home station will be manned from that station.
- (b)** Trains operating over only a portion of a subdivision will be manned by the home station from which the run begins.
- (c)** Trains operating over territory under the jurisdiction of two or more home stations and running between two home stations will be manned from the station having the greatest amount of mileage in the territory over which the trains operate.
- (d)** Trains operating over territory under the jurisdiction of two or more home stations and only touching one home station will be manned from that station.

- (e) Trains which operate over territory of two or more home stations but do not touch any home station will be manned from the station having the greatest amount of mileage in the territory over which trains operate.
- (f) Where work trains are to be established operating over territory under the jurisdiction of 2 or more home stations, the General Chairman and the appropriate Officer of the Company will, when practicable, make the necessary arrangements to equalize the mileage between such home stations.

ARTICLE 58

Transfers Between Home Stations

Superior Service

58.1 Except as provided in paragraph 58.3, a locomotive engineer may elect a permanent transfer from one home station to another for "superior service" as follows:

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

When Cut Off

58.2 Except as provided in paragraph 58.3 a locomotive engineer who is cut off the locomotive engineers' working list may transfer to another home station on a temporary transfer provided such declaration is made prior to performing service on a position other than locomotive engineer. Otherwise such transfer must be permanent.

NOTE: Except as provided in paragraph 58.3 a locomotive engineer who has not been previously set up on the locomotive engineers' working list may transfer to another home station on a permanent transfer.

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

- (a) under the provisions of article 34 - Manning Temporary Vacancies in Road Service; or
- (b) under the provisions of paragraph 33.20 of article 33 - Manning Permanent Vacancies and New Assignments in Road Service, unless the locomotive engineer desiring the transfer is senior to the senior locomotive engineer on the spare board; or
- (c) at a home station where the note to sub-paragraph (b) paragraph 33.8 of article 33 is invoked sub-paragraph (b) hereof will be suspended and the following will apply; when such junior locomotive engineer is assigned only because a senior locomotive engineer was unavailable.

Restricted to Yard Service

58.4 A locomotive engineer restricted to yard service:

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

58.5 When a locomotive engineer desires to transfer under the provisions of paragraphs 58.1, 58.2, or 58.4 he or she will indicate the home station(s) of their choice to the appropriate officer of the Company who will ascertain where he can hold. If able to hold under the conditions governing the transfer, the locomotive engineer's clearance will be immediately transferred to the home station requested.

Bulletining to Seniority District

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

- (a)** a locomotive engineer who has been working as a locomotive engineer continuously for at least 3 years leaves the service for any of the following reasons:
 - (i)** resignation
 - (ii)** retirement
 - (iii)** death
 - (iv)** dismissal: issued only after the provisions of the grievance procedure have been exhausted
 - (v)** promoted to official position; or
- (b)** a vacancy exists due to a locomotive engineer being assigned to another home station, to a permanent vacancy or a new run or job which was advertised to the seniority district; or
- (c)** a new run or job has existed at a home station beyond the life of a full timetable;
- (d)** a vacancy exists due to a locomotive engineer being on pre-retirement vacation.

58.7 In the application of paragraph 58.6:

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

- (e) no part of paragraph 58.6 or 58.7 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 paragraph 58.6 or 58.7 by another employee covered by this agreement.

Reporting

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

Temporary Transfer

58.9 A locomotive engineer who elects a temporary transfer:

- (a) must return to his home station when he is able to hold work on the locomotive engineers' list at such home station immediately that relief is available when recalled unless he indicates in writing to the appropriate officer of the Company his decision to remain on a permanent transfer;
- (b) will be considered permanently transferred if he transfers to another home station for "superior service".

Clearances

58.10 Clearances for a locomotive engineer transferring from one home station to another will be issued between 0800 hours and 1600 hours 7 days a week and will be accepted 24 hours per day.

Learning the Road

58.11 When Locomotive Engineers transfer to another terminal they are not familiar with, they will make a trip with another Locomotive Engineer to learn the road. Payment for this familiarization will be compensated at a flat rate per tour of duty of \$185.00 for single sub and turnaround service, and \$250.00 for extended run subs.

Writing Operating Rules of Another Railway

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

Qualifying

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

Transportation of Household Goods

58.14 When a locomotive engineer transfers the Company will furnish free transportation for their families and household goods.

Not Required to Exercise Seniority

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

Not Permitted to Transfer as Fireman/Helper

58.16 A locomotive engineer not working as such who holds seniority as a fireman/helper will not be permitted to transfer from one home station to another as a fireman/helper while a junior locomotive engineer is assigned to the locomotive engineers' working list on the seniority district.

Transfers Between Home Stations

58.17 Locomotive Engineers will be permitted to transfer twice per year at the spring and fall change of timetable, and will only be permitted to transfer from locations where a surplus of employees exists and only to locations where a shortage of employees exists.

Note: For the purposes of this provision, a surplus is defined as a surplus of qualified locomotive engineers, and such employee may transfer provided that, in doing so, it will not result in a shortage of employees in other operating crafts.

58.18 When an employee at a terminal not identified in paragraph 60.14 applies to transfer to a location identified in paragraph 60.14 which will create a shortage at the former location, such employee will be awarded the position, but may at the Company's discretion, be held at the former location for a period of up to 3 months. In this circumstance, the position will be awarded temporarily to the senior applicant at that location. This provision does not apply to employees who are awarded a position under Article 58.7.

(Refer letter dated February 13, 1998 - Transfers Spring and
Fall Change of Timetable
Addendum No. 95)

ARTICLE 59
Protecting Service

Promotion to Locomotive Engineers' Working List at Home Stations

59.1 Except as provided in paragraphs 59.2 and 59.3 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.

(Refer Letter 22 December 1981 – Transfers between Home Stations E.S.B. Addendum No. 45)

Shortage of Locomotive Engineers at Home Stations

59.2 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.

59.3 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 for the manning of passenger service who would be senior to locomotive engineers to be promoted, or already promoted, a shortage of locomotive engineers will be deemed to exist.

Overcoming a Shortage of Locomotive Engineers at Home Stations by Bulletin

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

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

59.6 A successful applicant provided his absence will not create a shortage of locomotive engineers at his own home station, will be required to respond when advised and must report to the point where the shortage exists as soon as practicable. Such locomotive engineer to have the privilege of taking either a temporary or permanent clearance.

59.7 A successful applicant who elects to take a temporary clearance will not be permitted to displace on any local road assignments unless unable to hold unassigned and/or work train service.

59.8 A successful applicant who elects to take a temporary clearance will not be subject to recall to his home station unless it would otherwise require the movement of a locomotive engineer from another home station to the successful applicant's home station. Otherwise he will remain at that point as long as the shortage exists or until the next change of timetable, whichever occurs first. In either case he will be returned to his originating home station. Employees working on a temporary clearance at a shortage location will be permitted to change it to a permanent clearance at a change of card.

59.9 If locomotive engineers who elect to take a temporary clearance are released prior to the change of timetable such release will be in reverse order of seniority. Locomotive engineers released prior to change of timetable will be subject to recall to the point from which released in seniority order to protect locomotive engineers' positions until the next change of timetable.

59.10 The General Chairman will cooperate with appropriate Company Officers in the application of paragraphs 59.4 to 59.9.

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

59.11 The junior locomotive engineer not working as such on the seniority district will be required to respond when advised and must report as soon as practicable at the station where locomotive engineers are required. Such locomotive engineer to have the privilege of taking either a temporary or permanent clearance.

59.12 A locomotive engineer who elects to take a temporary clearance will not be permitted to displace on any local road assignments unless unable to hold unassigned and/or work train service and shall remain at the point where locomotive engineers are required as long as the shortage exists or until the next change of timetable or until recalled as a locomotive engineer to his home station, whichever occurs first, notwithstanding that junior demoted locomotive engineers become available later. If released, not including recall, prior to the change of timetable, the senior locomotive engineer required to move under paragraph 59.11 will be released. In either case he will be returned to his originating home station.

59.13 When the junior locomotive engineer not working as such is not available to move within a reasonable time as required by paragraph 59.11 the next junior locomotive engineer not working as such at the terminal shall be sent immediately and when the junior locomotive engineer not working as such is available he shall be sent to relieve the locomotive engineer who filled the original requirement.

59.14 In the application of this article, locomotive engineers who have moved to a home station on a temporary clearance to overcome a shortage of locomotive engineers will be permitted to exercise their seniority in order to overcome a shortage of locomotive engineers which may subsequently exist at another home station.

59.15 If a locomotive engineer is released at a change of timetable or prior to change of timetable when recalled under paragraph 59.12, such release will not be effective until a replacement locomotive engineer is available.

59.16 Locomotive engineers who protect service under the provisions of this article 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 rate for miles in excess thereof. This paragraph does not apply to locomotive engineers exercising seniority under paragraph 59.14.

59.17 Locomotive engineers who protect service in keeping with paragraphs 59.4 to 59.12 will when deadheading on passenger trains be provided with sleeping accommodation between the hours of 2200 and 0600 when such is available.

59.18 Locomotive engineers who protect service under this article and who have moved on a temporary clearance will, when meals are not provided by the Company or at Company expense, be allowed \$18.00 per day where accommodations with cooking facilities are provided and \$28.00 per day where accommodations without cooking facilities are provided. The allowance will be paid for each calendar day such locomotive engineer works or is available for work at or out of the point where the shortage exists provided such point is not his normal place of residence. This paragraph does not apply to locomotive engineers exercising seniority under paragraph 59.14.

NOTE: The payment of the allowance specified in paragraph 59.18 shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists in the application of paragraph 59.19.

59.19 A locomotive engineer who protects service in keeping with the provisions of this article will be governed as follows:

- (a)** It is the responsibility of an engine service supervisor to determine whether or not it is necessary that a locomotive engineer learn the road.
- (b)** If it is necessary that a locomotive engineer learn the road the Company will arrange to have an engine service supervisor ride with the locomotive engineer to assist him in learning the road.

- (c) In the event an engine service supervisor is not available, a locomotive engineer will be paid a flat rate per tour of duty of \$185.00 for single sub and turnaround service, and \$250.00 for extended run subs to learn the road. Not more than one round trip for each territory on which the locomotive engineer is required to learn the road will be paid for.

59.20 In the application of paragraph 59.11 and notwithstanding the provisions of paragraph 64.12 of article 64, locomotive engineers who protect service and who have their mileage date adjusted upon reporting to the home station where the shortage exists, will, at the individual locomotive engineer's option, not again have such mileage date readjusted if subsequently required to protect service at another home station within a 30-day period.

(Refer Letter dated 4 August 1967 - Bunkhouse Accommodation - Addendum No. 6)

(Refer Letter dated 28 April 1978 - Protecting Service – Addendum No. 33)

(Refer Letter dated 8 January 1986- Meals and Accommodation when Assigned or Forced to Outpost Terminal – Addendum No. 47)

59.21 When the supply of employees is exhausted at Terrace, Edson and Saskatoon relief on a tour of duty basis or for vacation and temporary vacancies will be provided as follows:

- (a) Relief for Terrace will be drawn from Smithers;
- (b) Relief for Edson will be drawn from Jasper or Edmonton, with first preference given to Jasper; and
- (c) Relief for Saskatoon will be drawn from Biggar.

(Refer Letter dated January 20, 1999 - Addendum No. 96)

ARTICLE 60

Terminals

Definition

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

60.2 Seventh Seniority District:

Amaranth	Kipling
Arborfield	Langruth
Armstrong	Loverna
Atikokan	Lynn Lake
Avonlea	Melville
Beechy	Neepawa
Benbow	North Battleford
Biggar	Prince Albert
Big River	Radville
Bodo	Rainy River
Brandon	Regina
Canora	Riverhurst
Carman	Rivers
Carrot River	Russell
Churchill	St. Walburg
Dauphin	Saskatoon
Ear Falls	Sioux Lookout
Estavan	Spiritwood
Eston	Stall Lake
Flin Flon	Steep Rock
Gillam	Swan River
Glaslyn	The Pas
Gravelbourg	Thompson
Gypsumville	Thunder Bay
Hudson Bay	Wabowden
Humbolt	Watrous
Kaybob	Weyburn
Kelvington	Willowbunch
Kindersley	Winnipeg

Ninth Seniority District:

Alliance	Kelowna
Athabasca	Lac La Biche
Bickerdike	Leyland
Blue River	McBride
Boston Bar	McLennan
Brazeau	Mirror
Calgary	Prince George
Coal Valley	Prince Rupert
Dawson Creek	Rocky Mountain House
Deerholme	Roma Junction
Edmonton	Smith
Edson	Smithers
Endako	Terrace (for Kitimat Sub freight crews).
Grand Centre	Vancouver (Greater)
Grande Prairie	Vegreville (for Mirror crews)
Hanna	Vermilion
Hay River	Victoria (Port Ellice)
High Level	Wainwright
Hines Creek	Waterways
Jasper	Whitecourt
Kamloops Jct.	Winniandy (Mine Site)
*Kaybob	

* for unit sulphur trains originating or terminating at that point

60.4 Limits of Winnipeg are:

Sprague Subdivision	- Mileage 145.7 (Navin)
Redditt Subdivision	- Beginning of Double Track East
Pine Falls Subdivision	End of Transcona
Rivers Subdivision	- Beach Junction
Oak Point Subdivision	- Mileage 7.7
Letellier Subdivision	- St. James Junction
	- Southward - West Switch
	Portage - University Spur -
	Mileage 4.1

60.5 Limits of Thunder Bay Terminal will be defined as between M.10.3 Kashabowie Sub. and M.195.5 Kinghorn Sub., and includes Mission Yards and McKellar Island.

60.6 The limits of Rainy River Yard will be the east switch at Rainy River and the west switch at Baudette.

60.7 The limits of Dauphin Yard will be the west switch at West Yard, and the east switch at East Yard. Delays to eastbound trains at North Junction will be paid for under Terminal Time Rules.

60.8 The limits of Regina Yard shall be considered to be Warell M.P. 3.4 Regina Terminal Subdivision and M.P. 4.5 Ross Industrial Lead. For Qu'Appelle Subdivision crews, Qu'Appelle Junction will be the terminal limit.

60.9 The limits of Saskatoon Yard will be Roskin Junction, Newcross and Mileage 0.3 on the Warman Subdivision.

60.10 In the event of a crew being used in freight service in connection with coal handling between Estevan and Lampman, the terminal limit at Estevan shall be considered as at Mileage 91.48 being the point where the outer leg of the "Y" joins the main line, and the terminal limits of Lampman shall be the junction with Northgate Subdivision, Mileage 67.26, Lampman Subdivision, and Luxton Junction, Mileage 68.36 Lampman Subdivision which is the junction point between Lampman Subdivision and Blewett Subdivision.

60.11 The limits of Edmonton Terminal for freight trains will be as follows:

Edson Sub West switch at Bissel

Sangudo Sub Union Junction

Westlock Sub Dunvegan Junction

Vegreville Sub North Edmonton (north switch Calder Yard)

Wainwright Sub East switch Clover Bar

Camrose Sub East Edmonton for freight trains required to pick up or set off at East Edmonton- Bretville Junction for other freight trains.

60.12 The limits of Canora Yard will be east switch, Mile 124.68, Togo Subdivision, north switch, Mile 1.71, Assiniboine Subdivision, west switch, Mile 2.08, Margo Subdivision, and south switch, Mile 54.66, Yorkton Subdivision.

60.13 The eastern limits of the Greater Vancouver Terminal will be the main line switch (M.P. 112.9) of the surge yard for trains required to pick up or set off at that yard. For trains not required to pick up or set off at the surge yard, the eastern limits will be the main line switch of Port Mann Yard (M.P. 113.9). The provisions of paragraph 15.1 of article 15 shall apply at the designated points herein named.

60.14

a) Extended run home terminals:

- Vancouver and Kamloops
- Kamloops and Jasper
- Jasper and Edmonton
- Edmonton and Biggar
- Biggar and Melville
- Melville and Winnipeg
- Winnipeg and Fort Frances
- Fort Frances and Thunder Bay
- Jasper and Prince George
- Prince George and Smithers
- Smithers and Ridley Island & Prince Rupert*
- Edmonton and North Battleford
- Edmonton and Calgary

(b) Winnipeg and Sioux Lookout (current crewing arrangements will remain)
Edmonton and Ram River **
Calgary and Kindersley ***

* Employees operating between Smithers and Ridley Island or between Smithers and Prince Rupert shall be home terminalled at Smithers.

** Employees operating between Edmonton and Ram River are home terminalled at Edmonton

*** Employees operating between Calgary and Kindersley are home terminalled at Calgary.

Note 1: Employees operating between Fort Frances/Rainier, Minnesota and Thunder Bay shall be home terminalled at both Rainy River and Thunder Bay, Ontario.

Note 2: Employees operating between Winnipeg and Fort Frances/Rainier, Minnesota shall be home terminalled at both Winnipeg and Rainy River, Ontario.

(c) Employees home terminalled at Rainy River, Ontario in notes 1 and 2 above refers to employees home terminalled at Rainy River on or prior to 5 May 1995. Employees after 5 May 1995 will be considered home terminalled at Fort Frances.

(d) Separate pools for locomotive engineers will be established at each terminal listed in paragraph 60.14(a) except for Ridley Island and Prince Rupert.

ARTICLE 61 Switching Limits

Designation

61.1 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 or territorial extension of facilities. Copy of such notice will be forwarded to the General Chairman.

Working Within Switching Limits

61.2 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.

Work Outside Switching Limits

61.3 Locomotive engineers called to perform yard service within switching limits shall not be used in road service when road men 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.

61.4 Paragraph 61.3 does not apply to locomotive engineers in yard service who are required to assist trains out of the yard beyond the switching limits.

61.5

- (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 61.5 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 61.5 (a) will be governed by the provisions of paragraphs 61.3 and 61.4 of this article.

Rescue Service

61.6

- (a)** In order to provide rescue service to trains in extended runs, yard crews may be used within a distance of 50 miles outside the established switching limits.
- (b)** When yard employees are used in rescue service it will be considered yard foreman only operation and the yard helper, if any, may be deployed at the discretion of the Company.

(c) Crews will be called in rescue service utilizing any one of the following options:

- Yard crews within a distance of 50 miles outside established switching limits
- Spareboard
- Pool, extended run or single sub (when single sub crews are used they will be kept on their own territory)

(Refer Letter 5 February 1988 - Use of Yard Crews
Outside of Established Switching Limits - Addendum No. 58)

ARTICLE 62 **Spare board Operation**

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

Runaround

62.2 In the application of paragraph 62.1 a locomotive engineer who is first-out and available and is run-around avoidably will be paid 100 miles at minimum through freight rate for each runaround and will maintain his position on the spare board:

62.3 Paragraphs 62.1 and 62.2 will not apply when a locomotive engineer returns to the shop track or designated change-off point for repairs .

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

62.5 Should a locomotive engineer assigned to the spare board miss a call for a road trip, he shall be held 12 hours from the time ordered, and then placed at the bottom of the board, except when such is an S.A.P. call for auxiliary service, in which case the locomotive engineer will hold his turn out. If he misses a call for a yard engine, he shall be held off until the locomotive engineer accepting the call has booked in, but not less than 8

hours, when the locomotive engineer missing the call will be placed at the bottom of the spare board.

62.6 The penalty provisions of paragraphs 62.4 and 62.5 shall not apply when no other qualified locomotive engineers are available.

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

62.8 A spare locomotive engineer called for a vacancy in yard service will upon completion of such shift retain his position on the spare board and the notation "YD" will be marked against his name. Such locomotive engineer will not be called for another vacancy in yard service before being called for a vacancy in road service until all other spare locomotive engineers have similarly manned yard vacancies.

62.9 A locomotive engineer restricted to yard service who has insufficient seniority to hold a regular yard assignment may elect to be assigned to the spare board to protect vacancies in yard service only. Such a locomotive engineer will be called in the normal rotation of the spare board except that when he becomes first-out, he will retain that position until he has been called for 3 shifts in succession, as he is available for duty, without regard to other locomotive engineers on the spare board, following which he will be placed on the bottom of the spare board.

62.10 A spare board locomotive engineer, except one who misses a call or books off for yard service, will have all accumulated yards removed from his name when he is placed on the bottom of the spare board. A spare board locomotive engineer who misses a call or books off for yard service will retain the accumulated yards and have 1 additional "YD" marked against his name when he is placed on the bottom of the spare board.

62.11

- (a)** A spare locomotive engineer off for miles will retain his turn on the board as though he were not off. If his turn reaches the top of the board while he is off for miles, it will remain in that position until his new mileage period commences, and he will have all accumulated "yards" removed from his name. When spare locomotive engineers are off the board for any other reason they will go on the bottom of the board at the time they book on.
- (b)** If called for extra work while off for miles, the spare locomotive engineers turn will be placed at the bottom of the spareboard on the time-in principle and thereafter again work towards the top of the board.

ARTICLE 63

Assignment of Locomotive Engineers

Availability

63.1 A locomotive engineer will not be considered available unless he is on the working board except when no other locomotive engineer is available.

63.2 A locomotive engineer on the "off" board for any reason will not be considered on the working board, e.g. not available.

63.3 Provided he complies with paragraph 77.7, a locomotive engineer will be considered available when the arbitrary pay time for a tour of duty does not commence prior to the end of a mileage period or the day vacation terminates.

Board Adjustments

63.4

- (a)** Board adjustments shall become effective at 1200 on Friday unless otherwise mutually agreed.

Extended Runs

(b) The Company will use traffic forecasts in setting the boards. Boards will be adjusted every 14 days, with advice from the local chairman, so as to enable employees to earn the maximum miles.

63.5 Automatic boards will be worked out of stations, i.e., when a man exercises his seniority on a board the junior man will be cut off, and likewise when a man is promoted from the board another man will be added.

Assigning

63.6 When a locomotive engineer transfers he will be considered assigned when he deposits his clearance at his new home station but no displacement shall be affected until he is actually available for service.

63.7 When a locomotive engineer transfers to another home station and books on a pool or the spare board, he will be placed last out and the junior man displaced. If 2 or more locomotive engineers transfer at the same time they will be placed in seniority order in accordance with the first sentence of this paragraph.

63.8 When a locomotive engineer books okay for a run or service, to which he is entitled or is the successful applicant for a run advertised locally or to the seniority district, he will be considered assigned to that run or service.

63.9 In the event that 2 or more locomotive engineers book in at a home station at the same time for a pool turn or the spare board, they shall be placed at the bottom of the board in the same order as originally called at the home station.

63.10 A locomotive engineer who is to be placed in the pool or the spare board either through promotion, displacement or exercising seniority will be placed in relation to other locomotive engineers in such pool or spare board in accordance with the "time-in" principle. If the locomotive engineer's turn or assignment is out at the time his assignment is to be changed, he will be placed at the bottom of the appropriate board when his previous turn or assignment books in.

63.11 When adjusting working boards, it is not permissible to assign a locomotive engineer to the spare board, or retain him on the spare board at a checking date, unless he is available and ready for service except when off for miles, annual vacation, sick, or on leave and it is known that he will be available prior to the next adjustment date. When a locomotive engineer on an outside assignment stands for an assignment at the home station he must await relief by the man replacing him.

63.12 All instances of assigning a locomotive engineer that are not specifically covered in this agreement will be governed under the "time-in" principle.

63.13 The "time-in" principle will apply at home stations, subsidiary stations and turnaround points, and will be determined as follows:

- freight and work train service: time of reaching outer switch;
- passenger service: time of arrival at station;
- yard service: unless otherwise provided in this agreement, time of arrival on shop track or change-off point but not prior to the expiration of 8 hours after the commencement of the shift.

63.14

- (a)** When it can be determined that employees will be unavailable for the entire seven day period beginning on Friday, and will not require a turn prior to the next Friday, their turn will be removed from the working board.
- (b)** Employees scheduled for vacation who may be subject to commence a tour of duty that will not be completed prior to the board adjustment time may work that tour of duty, unless they voluntarily advise the Crew Management Centre to pull their turn prior to the commencement of that tour of duty. If an employee commences such tour of duty prior to board adjustment time, their vacation will commence on the day following the date of commencement of the return tour of duty.

- (c)** An employee whose turn has been removed from the working board will, have their turn placed first out if returning coincident with the board adjustment time. If there is more than one employee returning they shall be placed in seniority order.
- (d)** Employees whose vacation has concluded will, at board adjustment time, be placed first out in seniority order in their respective pool or spareboard.
- (e)** Employees whose vacation will be concluded on a day other than the board adjustment day, will establish a turn at board adjustment time.
- (f)** Spareboard employees not available at board change time who were off the board for reasons other than vacation will be returned to the spareboard when they become available, upon notification to the Crew Management Centre.

(Refer M/A 16 March 1988 - Locomotive Engineers Resuming Duty - Addendum 62)

ARTICLE 64
Mileage Regulations

64.1 When it becomes necessary to reduce the number of locomotive engineers on the locomotive engineers' working lists it shall be in reverse order of seniority. When regulating working lists in the respective classes of service, each list will be handled separately.

64.2 No reduction will be made so long as:

- (a) locomotive engineers in assigned or extra passenger service are earning the equivalent of 4000 miles per month;
- (b) locomotive engineers in assigned service paying freight rates are averaging the equivalent of 3200 miles per month;
- (c) locomotive engineers in pool or in chain gang service paying freight rates are averaging the equivalent of 3800 miles per month;
- (d) locomotive engineers assigned to spare boards are averaging the equivalent of 3720 miles

64.3 Locomotive engineers taken off under this article shall be returned to service as locomotive engineers as soon as it can be shown that:

- (a) locomotive engineers in assigned or extra passenger service can earn the equivalent of 4800 miles per month;
- (b) in assigned, pooled or other service paying freight rates, the equivalent of 3800 miles per month;
- (c) on road extra lists, the equivalent of 3800 miles per month.

64.4 A sufficient number of locomotive engineers will be assigned to keep the mileage or equivalent thereof within the following limitations:

- (a) assigned and extra passenger service 4000 to 4800 miles per month;
- (b) assigned service paying freight rates 3200 to 3800 miles per month;
- (c) pool or chain gang service paying freight rates 3800 miles per month;
- (d) spare boards 3720 to 3800 miles per month.

64.5 In assigned yard service, regulations will be made that require each regularly assigned locomotive engineer to lay off when he has accrued 3800 miles in his mileage month.

64.6 The following figures are to be used when adjusting boards on a seven-day basis:

		Minimum	Maximum
(a)	Pool, chain gang	887	887
(b)	Spare board	868	887

64.7 When it is found, on an adjustment date, that the average for the previous checking period is greater than the maximum or less than the minimum sufficient locomotive engineers will be placed in the pools or on the spare board to bring the average as close as possible to 3800 miles but not less than that figure.

64.8 Mileage made by locomotive engineers in different occupations and under different collective agreements will be taken to total mileage in a mileage month.

64.9 The following will apply as regards giving mileage information to locomotive engineers:

- (a) any locomotive engineer shall be permitted to review his own mileage record, if desired;
- (b) the Local Chairman of the B. of L.E. or the U.T.U. (E) shall be permitted to review all men's mileage, as well as the daily record;

(c) any locomotive engineer who has been cut off or whose seniority is such that a setup has missed him shall, on request be given particulars with regard to mileage totals in the regulating of assignments at the checking date only.

64.10 The Local Committee of the Brotherhood of Locomotive Engineers, with the appropriate officer of the Company will arrange starting dates for the mileage months of all locomotive engineers at their respective terminals.

64.11 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. When a locomotive engineer has made the maximum mileage for his working month, he will advise the appropriate officer of the Company, in order that relief may be arranged.

64.12 Except as provided by paragraph 59.20 of article 59, when a locomotive engineer moves on a temporary or permanent transfer, his mileage date may be changed to more equitably distribute the mileage dates at that terminal provided the locomotive engineer's miles are adjusted accordingly.

64.13 Arrangements for keeping record of the mileage of locomotive engineers will be made between the appropriate Company Officer and the Locomotive Engineers' Committee, and all locomotive engineers will be required upon the completion of each trip to register in ink and also to record on their time returns, the total mileage made from their starting date in their respective working month, including excess mileage or days referred to in paragraph 64.14 made in his previous working month.

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

64.15 Locomotive engineers who fail to book their correct mileage will not be called for service until such time as they comply with paragraph 64.13 unless other locomotive engineers are not available.

64.16 Except in emergency, a locomotive engineer going out when he has already exceeded his maximum mileage limitation will be penalized by the loss of 2 calendar days beyond his normal starting date for each 100 miles or major portion thereof made in excess of the maximum. The Company is not to be put to any additional expense for deadheading or otherwise by the application of this paragraph.

64.17 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 him to arrange for relief when their maximum monthly mileage is reached.

64.18 When locomotive engineers are used in combination service, they will be permitted to make the equivalent of 3800 miles in freight service. Equalization of mileage is permitted by the addition of 25% or the subtraction of 20%, as the case may be.

64.19 When calculating the average spare miles for a period, miles made by emergency men will be included.

64.20 When it is necessary to add locomotive engineers to pool service, up to 700 miles for each locomotive engineer added shall be deducted from the total spare miles including emergency provided that number of spare or emergency miles were actually made in that particular pool.

64.21 When agreed between the appropriate local officer of the Company and the local chairman:

- (a) miles which are not likely to be repeated in the succeeding mileage period will be deducted from the totals of the pool and spare board; and
- (b) miles occasioned by an unusual number of locomotive engineers not being available during the previous checking period will be deducted from the total of the spare board;

- (c) in the application of this paragraph, deduction should be made before calculating the average of the pool or spare board, as the case may be, and footnote made at the bottom of Form 550, explaining the number of miles deducted and the reason therefore.

This paragraph is not applicable when it would result in locomotive engineers being reduced to firemen/helpers position.

NOTE:In the application of 64.21 where the appropriate local officer of the Company and the local chairman are unable to reach agreement the matter may be referred to the General Chairman and the appropriate officer of the Company.

64.22

- (a) In the regulation of boards and in booking individual mileage under the provisions of this article, preparatory time, inspection time and time paid for at straight or punitive rates will be calculated at 20 miles per hour in passenger service and at 12-1/2 miles per hour in all other class of service.
- (b) Notwithstanding subparagraph (a) hereof, in calculating mileage for the purpose of regulating boards, a shift in yard service will count as 125 miles.

64.23 In the application of this article, mileages paid for as:

- (a) Payment pursuant to paragraph 20.6 of article 20;
- (b) Held Away From Home Terminal (Unassigned) (article 30) and payment pursuant to Addendum 112;
- (c) Runaround (paragraph 32.2 of article 32 and paragraph 62.2 of article 62)
- (d) Called and Cancelled (article 66);
- (e) Pay for Examinations (article 74);
- (f) Bereavement Leave (article 78);
- (g) General Holidays (article 79);

- (h) Jury Duty (article 8I);
- (i) Attending Meetings - Local Chairman (Addendum 48);
and
- (j) Travel Allowance (e.g., Memorandum of Agreement (Addendum 56) regarding travel allowance- Symington Yard - Bus Depot or Winnipeg Station)
- (k) Payment of 12-1/2 miles premium pursuant to Article 11, 18A and 13.3.

Note: Miles earned pursuant to sub-paragraph (k) will also not be used for **board adjustment purposes**.

will not be included in computing total accumulated mileage of individual locomotive engineers.

64.24 The Company will furnish the necessary cooperation and information to ensure the successful application of these regulations. The Company is not to be put to any additional expense for deadheading or otherwise by the application of this article.

(Refer Letter 27 August 1973 - Locomotive Engineer/E.S.B. –
Addendum No. 17)

(Refer M/A 16 March 1988 - Locomotive Engineers Resuming
Duty - Addendum No. 62)

Extended Runs

64.25

- (a) In the application of paragraph 60.14 the workload between terminals will be divided based on the ratio of subdivision mileages. For this purpose, the subdivision mileages shall be the mileage between the point where road miles commence at the initial terminal and the point where road miles cease at the final terminal prior to the implementation of this Agreement.

Example

Terminal "A" to Terminal "B" 112.8 miles 48%
Terminal "B" to Terminal "C" 124.6 miles 52%

237.4 miles 100%

- (b) During board adjustments, the total miles earned during the checking period coupled with forecasted traffic requirements and employee availability will result in a specific number of employees being required to meet that workload. This total number of employees will be multiplied by the terminal's ratio to determine the number of employees required on the pool at that terminal.

Example

52 employees are required to meet the workload between Terminals "A" and "C".

Terminal "A" 52 employees × 48% =25 employees

Terminal "C" 52 employees × 52% =27 employees

In the application of this paragraph, the number of employees will be rounded to the nearest number.

- (c) To meet service requirements at a terminal(s), adjacent terminal(s) may increase their complement of employees to satisfy service requirements. As employees become available at the terminal which created the necessity for the adjustment, the board will be adjusted reducing the employees filling the shortage at that location.

64.26 All articles dealing with board adjustments (pool and spare board) do not apply to runs identified in paragraph 60.14 including Articles 64.2, 64.4, 64.6, 64.7, 64.20 and 64.21.

ARTICLE 65

Calling

65.1 Locomotive engineers will be called as far as practicable 2 hours in advance of the time for which ordered, except in cases of emergency. At a home station, final inspection time of the preceding tour of duty will not be included in determining availability for a 2-hour call. Where telephone service is available locomotive engineers will be called by telephone, except that other means may be used in cases of telephone system failure when the calling distance is not over 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 is used, locomotive engineers will be required to accept long distance charges. Locomotive engineers assigned to regular runs or regular yard assignments will be called if request is made.

65.2 In cases where two or more locomotive engineers are required for runs ordered for the same time, including when a locomotive engineer deadheading will pick up a train en route, the locomotive engineer first-out shall have preference of jobs. When a locomotive engineer in the same pool is deadheading on a freight train to the away from home terminal, the locomotive engineer first-out will be called to deadhead and the locomotive engineer second out will handle the train. At the turnaround point, the locomotive engineers shall stand in the same relation to each other that they did at the home station at the time of being called.

65.3 Locomotive engineers will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. They will also be notified of the route over which the train is expected to operate if there is more than one route over which the train can 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.

(Refer Letter dated 28 April 1978 - Emergency Defined –
Addendum No. 38)

ARTICLE 66
Called and Cancelled

66.1 A locomotive engineer cancelled, after accepting a call for service will be paid 50 miles at the minimum rate applicable to the service for which called. A locomotive engineer held for a period exceeding 4 hours will be paid 12-1/2 miles per hour for class of service for all time held.

66.2 A locomotive engineer cancelled after leaving the shop track designated track or departing in a crew van or taxi will be paid 100 miles at the graduated rate applicable to the service called for and will retain his previous standing on the board.

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

ARTICLE 67
Deadheading

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

67.2 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.

67.3 When deadheading is coupled with service paid for at road rates on a straight-away basis the deadheading time and any dead time will be included with the time occupied in other service when computing overtime. The time or mileage will be paid at the highest rate applicable to any class of service performed, with a minimum of 100 miles.

67.4 When combined service and deadheading involves a turnaround point, the provisions of article 9 will not apply, but the time at the turnaround point will be paid for under article 11. Such time will be excluded when computing overtime.

67.5 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 greatest. If deadheading is performed on a passenger train it will be considered as passenger service, if on a freight train as freight service and paid at a minimum rate applicable to the train on which the locomotive engineer travels.

67.6 Locomotive engineers deadheading to exercise seniority rights or returning after having done so, will not be entitled to compensation therefor.

67.7 Deadheading in connection with relief work which locomotive engineers have bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed and locomotive engineers are ordered by the 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.

67.8 When a locomotive engineer is ordered to deadhead on pay, the Company will provide or arrange for transportation. When rail or public transportation is not available and a locomotive engineer is authorized to use his private automobile, he will be reimbursed at the rate of 28 cents per kilometer; for the kilometers travelled via the most direct highway route.

67.9 Locomotive engineers ordered to deadhead by other than rail transportation will be governed by the provisions of this article and when such deadheading is paid separately from service, it will be paid at the minimum passenger rate.

67.10 Deadheading and a tour 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.

67.11 In the application of Addendum 71A, 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.

Note: 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.

67.12 Locomotive Engineers ordered to deadhead will be paid on the basis of 12 1/2 miles per hour at the applicable rate (20 miles per hour in passenger service) from the time ordered until road mileage commences.

ARTICLE 68 **Hostling**

68.1 Locomotive engineers will be paid on the minute basis, with a minimum of 15 minutes when required to put a locomotive in or take a locomotive out of the shop. Such time will 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 to locations where no hostlers are employed unless locomotive engineers are requested by the appropriate officer of the Company to perform such work at locations where hostlers are employed.

ARTICLE 69
Time Returns

69.1 When the Company so requires, a locomotive engineer on completion of shift or tour of duty, will complete time return for himself and submit same to the proper officer of the Company.

69.2 A locomotive engineer who commences a tour of duty on a general holiday will, provided he qualifies under the provisions of article 79, when the Company so requires, submit the time return for the holiday with pay on the completion of such tour of duty.

69.3 A locomotive engineer who does not commence a tour of duty on a general holiday will, provided he qualifies under the provisions of article 79, submit the time return for the holiday with pay when he reports for the first tour of duty following such general holiday.

69.4 In all other instances under this agreement where a locomotive engineer is required to complete a time return, it will be submitted at the earliest possible date.

69.5 Where there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed and the locomotive engineer will be promptly advised regarding the portion which is not allowed, together with reason why not allowed. In cases where all time or mileage claimed on any time return is disallowed such time return will be promptly returned to the locomotive engineer through the proper officer of the Company.

69.6

- (a)** An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.
- (b)** An employee who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage provided that:
 - (i)** the amount short paid is equivalent to more than a basic day; and

- (ii) 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:
 - (i) maintenance of earnings claims; and
 - (ii) claims arising out of an alleged violation of the collective agreement involving disputed wages.

ARTICLE 70
Broken Time

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

70.2 Locomotive engineers prevented from completing a tour of duty due to illness, will be paid for actual time on duty or mileage made, whichever is greater, up to the time relieved from duty. Locomotive engineers prevented from completing a tour of duty due to injury sustained on duty will be paid for actual time on duty or mileage made up to the time relieved from duty, whichever is the greater, but not less than a minimum day.

70.3 Locomotive engineers called to relieve other locomotive engineers for completion of day or trip due to illness or injury on duty will be paid not less than a minimum day.

ARTICLE 71
Attending Court

71.1 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.

71.2 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 lay-over period of less than 16 hours. If required during a lay-over period of 16 hours or more, pay of a basic day at minimum passenger rate will be allowed.

71.3 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 minimum passenger rate with a minimum of 4 hours if they do not lose their turn. If they lose their turn pay will be a basic day at minimum passenger rate. Locomotive engineers who lose their turn will take their standing on the board as from the time they are released.

71.4 Actual reasonable expenses will be allowed when away from home terminal. Court witness fees and mileage will be assigned to the Company.

71.5 In the application of this article, deadheading will not be paid for.

ARTICLE 72

Attending Meetings Local Chairman

72.1 When the Local Chairman or the Acting Chairman of the Brotherhood of Locomotive Engineers is requested by a Company Officer to attend a meeting on a matter initiated by the Company, he will be paid by the Company for all time lost and be allowed reasonable expenses where such are incurred.

72.2 When held under these provisions, employees may, as locally arranged, hold their turn on the working board. Employees will be afforded the opportunity to book up to eight (8) hours rest upon completion.

NOTE: Such meetings would include those called to inform, or discuss with the Local Chairman a new type of operation or a new practice. They would not include investigations (because the request would not have been made by a Company Officer, but rather by an employee), or meetings to examine grievances (because the matter would not have been initiated by the Company, but rather by an employee).

(Refer Letter 21 May 1982 - Payment for Local Chairman at Company-Initiated Meetings - Addendum No. 48)

ARTICLE 73

Performing Special Service

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

ARTICLE 74
Pay for Examinations

Periodic Medical Examinations

74.1 Employees 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.

Periodic Rules Examinations

74.2 An employee required to take a periodic examination in the Uniform Code of Operating Rules during his 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 class of service last performed.
- (b)** Payment will not be made to an employee directed to take a rule examination as a disciplinary measure, nor will an employee be paid for taking a rule examination which he 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 Uniform Code of 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 Letter 13 May 1982 - Lost Time Addendum No. 46)

ARTICLE 75

Held for Investigation or Company Business

75.1 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 75.2 and 75.3.

75.2 A locomotive engineer in assigned service will be paid actual time lost. If no time is lost, pay will be allowed hour for hour for the first 8 hours in each 24 hours held computed from time required to report or to deadhead at a rate per hour of 1/8th of the daily minimum passenger rate.

75.3 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) on the basis of 1/8th of the daily rate applicable to the service in which usually engaged, and if they lose their turn pay will be allowed for a full day of 8 hours or actual time lost when such time can be clearly determined. Locomotive Engineers who lose their turn will take their standing on the board as from the time they are released.

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

75.4 Actual reasonable expenses will be allowed when away from home terminal. No allowance will be made for deadheading.

75.5 Locomotive engineers who are taken out of service en route or at the away-from-home terminal pending a Company investigation will be compensated for deadheading to the home terminal. The provisions of this paragraph shall not result in duplicate payment.

ARTICLE 76
Learning the Road

76.1 When Locomotive Engineers transfer to another terminal they are not familiar with, they will make a trip with another Locomotive Engineer to learn the road. Payment for this familiarization will be compensated at a flat rate per tour of duty of \$185.00 for single sub and turnaround service, and \$250.00 for extended run subs.

ARTICLE 77
Leave of Absence and Filling Excepted Positions

For Elective Brotherhood Positions

77.1 Employees elected to Grand Lodge Office or as General or Local Chairman, or as a delegate to any Brotherhood activity requiring leave of absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted in accordance with Company policy. Application for, or renewal of such leave must be made by the Brotherhood 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 Brotherhood Positions

77.2 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.

(Refer Letter 8 January 1986 - Vacations of Brotherhood
Officers - Addendum No. 55)

For Other Reasons

77.3 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.

77.4 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.

77.5 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 his leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit his seniority.

77.6 Employees on authorized leave of absence shall retain and accumulate seniority rights. Employees filling excepted positions as Company officers shall retain and accumulate seniority rights, when applicable, as outlined in Addendum 108.

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

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.
- (3) in pool service or on the spare board.

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

77.9 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 78
Bereavement Leave

78.1 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 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.

78.2 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.

78.3 When bereavement occurs during an employee's vacation the employee will take their bereavement leave entitlement and be compensated for the applicable days 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 Letter dated 21 June 1989 - Bereavement Leave –
Addendum No. 66)

ARTICLE 79
General Holidays

79.1 An employee who qualifies in accordance with the provisions of paragraphs 79.2 or 79.3 hereof shall be granted a holiday with pay on each of the following general holidays:

New Year's Day
The day after that on which New Year's Day is observed
Good Friday
Victoria Day
Canada Day
Civic Holiday (first Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

NOTE: If the Government of Canada designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Government shall be substituted for the day after that on which New Year's Day is observed.

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

An employee qualified under this paragraph shall:

(a) be paid for work performed by him 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 79.8 (a) on the first calendar day on which the employee is

not entitled to wages following that general holiday; or when not paid on the basis of the foregoing he shall,

- (b) be paid, in addition to the amount provided in sub-paragraph 79.8 (a), 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 paragraph shall apply to the first shift or tour of duty only.)
- (c) In the application of this paragraph 79.2, yard service employees shall be paid in accordance with sub-paragraph (b) and sub-paragraph (a) will not apply to such employees.

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

- (a) he is available for duty on the holiday, unless suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday, and is entitled to wages for at least 10 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday; or

NOTE: Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 10 shifts or tours of duty referred to in this sub-paragraph (a).

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

- (c) A vacation day on pay shall be considered as a qualifying day under this paragraph.
- (d) In the application of sub-paragraph (a) of this paragraph 79.3, a regular assigned employee who has been cancelled on an assigned working day will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.
- (e) 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.

79.4 An employee who is qualified under paragraph 79.3 shall be paid the amount provided in sub-paragraph 79.8 (b).

79.5 Availability for duty as required by paragraph 79.3 is defined as follows:

(a) Assigned Service:

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

NOTE: 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 Service:

An unassigned employee shall hold himself available for duty throughout a general holiday. Where an employee elects to utilize sub-paragraph 79.3 (b) to qualify for holiday pay he shall also hold himself available throughout the day before and the day after a general holiday.

(c) In the application of sub-paragraphs 79.5 (a) and (b) an employee who is otherwise qualified for general holiday pay and who is under rest for any portion of a qualifying day, where the rest booked does not exceed 12 hours consecutive with a shift or tour of duty, shall not lose his entitlement to general holiday pay.

(d) A Locomotive Engineer, except if on the spare board, who makes himself unavailable when called or books off for his job which commences on the day before a general holiday and thereby makes himself unavailable for a return movement on the general holiday will not be considered as available for duty on the holiday as required by paragraph 79.3. This sub-paragraph (d) shall not apply to an employee who books not more than 12 hours rest consecutive with his last tour of duty prior to the general holiday or to an employee suffering from a bona fide injury or hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

79.6 A qualified employee whose vacation period coincides with any of the general holidays specified in paragraph 79.1 shall be paid the amount specified in sub-paragraph 79.8 (b).

79.7 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.

79.8

(a) Holiday pay for an employee qualified under paragraph 79.2 shall be an amount equal to his earnings, exclusive of overtime, for the first shift or tour of duty worked by him 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.

(b) Holiday pay for an employee qualified under paragraphs 79.3 and 79.6 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.

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

79.10 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.

Extended Runs

79.11

- (a)** In the application of paragraph 60.14, employees 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.

- (b)** On runs not specified in paragraph 60.14, employees will not qualify for general holiday payment if rest booked falls on any portion of the holiday and the rest booked is more than twelve (12) hours rest consecutive with their last tour of duty.

79.12 Employees on Company business will have their General Holiday pay based on their last working tour of duty.

ARTICLE 80
Annual Vacation

80.1 An employee who at the beginning of the calendar year is not qualified for vacation under paragraph 80.2 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 80.2.

80.2 Subject to the provisions of paragraph 80.3 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 his 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 80.4 hereof.

80.3 An employee covered by paragraph 80.2 hereof will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he has rendered compensated service in 40 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 80.1 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 his next vacation, the adjustment will be made at time of leaving.

80.4 Subject to the provisions of paragraph 80.5 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 his 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 80.6 hereof.

80.5 An employee covered by paragraph 80.4 hereof will be entitled to vacation on the basis outlined therein if on his tenth or subsequent service anniversary date he has rendered compensated service in 100 calendar months; otherwise vacation entitlement will be calculated as set out in paragraph 80.2 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 his next vacation, the adjustment will be made at time of leaving.

80.6 Subject to the provisions of paragraph 80.7 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 the date of entering service, shall have his 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 80.8 hereof.

80.7 An employee covered by paragraph 80.6 hereof will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he has rendered compensated service in 200 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 80.4 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 his next vacation, the adjustment will be made at time of leaving.

80.8 Subject to the provisions of paragraphs 80.9 and 80.10 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 the date of entering service, shall have his 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.

80.9 An employee covered by paragraph 80.8 hereof will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he has rendered compensated service in 290 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 80.6 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 his next vacation, the adjustment will be made at time of leaving.

80.10 In the application of paragraph 80.8, 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.

80.11 In computing service under paragraphs 80.1 to 80.9 inclusive, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

80.12 Subject to the provisions of paragraphs 80.3, 80.5, 80.7, and 80.9. hereof, an employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his service entitlement calculated as provided for in paragraphs 80.1 to 80.9 inclusive, for any vacation due him up to the time of termination of his service.

80.13 An employee who at the time of termination of his service has not qualified for vacation as provided for in paragraph 80.1 hereof shall be paid 4% of his gross earnings for the calendar year in which his service is terminated.

80.14 An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per paragraphs 80.1 to 80.9 inclusive.

80.15 In the event of death of an employee, vacation pay to which he is entitled up to the time of his death will be paid to the estate of the deceased.

80.16 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.

80.17 Time off duty because of layoff, bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in paragraphs 80.1 to 80.9 inclusive.

80.18 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.

80.19 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 preferences 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.

80.20 Employees will apply for their vacation at the location which is the employees permanent home terminal. An employee who has been awarded vacation on the basis of this paragraph and subsequently moves permanently or temporarily to a new home terminal will be permitted to retain his vacation dates awarded for that year.

80.21 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his 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 his vacation if within his 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.

80.22 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

80.23 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 80.21 and 80.22 above, he shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his originally scheduled vacation period on which he 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 his rescheduled vacation dates.

The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This paragraph 80.23 does not apply where rescheduling is a result of an employee exercising his seniority to a position

covered by another vacation schedule.

80.24 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employees' previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

(Refer M/A 10 November 1971 - Allotting Vacation on Preponderance of Service - Addendum No. 11)

(Refer Letter 11 April 1972 Splitting Vacation – Addendum No. 13)

(Refer M/A 14 February 1974 - Allotting Vacation on Preponderance of Service E.S.B.'s - Addendum No. 19)

(Refer Letter 21 August 1974 - Vacation Pay Calculation – Addendum No. 26)

(Refer M/A 16 March 1988 - Locomotive Engineers Resuming Duty - Addendum No. 62)

ARTICLE 81 **Jury Duty**

81.1 An employee summoned for jury duty and who is required to lose time from his assignment as a result thereof shall be paid for actual time lost less the amount allowed him 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 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 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 his vacation dates will not be required to change his vacation because he 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 rescheduled if it falls during a period of jury duty.

(Refer Letter 18 January 1988 - Payment of Lost Time to Employees Summoned for Jury Duty - Addendum No. 57)

ARTICLE 82

Benefit, Dental and Extended Health Care Plans

Benefit Plan for Train and Engine Service Employees

82.1 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

82.2 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

82.3 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.

ARTICLE 83

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ARTICLE 84

Life Insurance Upon Retirement

84.1 An employee who retires from the service of the Company subsequent to January 1, 2003 will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$7,000.00 life insurance policy, fully paid up by the Company.

ARTICLE 85

Printing of Agreement

85.1 The Company undertakes the responsibility for the printing of Collective Agreement(s) as may be required from time to time and will absorb the cost of printing as well as the cost of delivery of sufficient copies to the Local Chairmen. This will include such costs incurred with the printing and delivery of updated pages.

ARTICLE 86
Investigation Discipline

86.1 A locomotive engineer will not be disciplined or dismissed without having had a fair and impartial hearing and his responsibility established and shall be advised in writing of the decision within 28 calendar days from the date of the locomotive engineer's statement unless as otherwise mutually agreed.

86.2 A locomotive engineer whose presence is desired for an investigation will be properly advised, in writing, as to the time, place and subject matter, which will be confined to the particular matter under investigation.

86.3 At the hearing the locomotive engineer may, if he so desires, have an accredited representative of the Brotherhood of Locomotive Engineers present who will be accorded the privilege of requesting the presiding officer to ask questions, for the record, which have a bearing on the responsibility of the locomotive engineer. The locomotive engineer to be given a clear copy of his statement.

86.4 A locomotive engineer and his accredited representative shall have the right to be present during the examination of any witness whose evidence may have a bearing on the locomotive engineer's responsibility to offer rebuttal through the presiding officer by the accredited representative. The Local Chairman and/or the General Chairman to be given a copy of statements of such witness on request.

86.5 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 and will not be held off unnecessarily in connection with an investigation. Lay-over time will be used as far as practicable.

86.6 Locomotive engineers instructed to report for investigation will be compensated for such service in accordance with the provisions of article 75.

86.7 A locomotive engineer who is instructed to report for investigation at a location other than his 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.

86.8 An appeal against discipline assessed may be made in accordance with the Grievance Procedure. Should discipline be cancelled, a locomotive engineer who has lost time shall be paid 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.

(Refer Letter 20 July 1967 - Held Off for Investigation –
Addendum No. 4)

ARTICLE 87
Demotion/Restriction

Disciplinary

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

87.2 When a locomotive engineer with seniority in a group other than fireman/helper is demoted to a position other than a locomotive engineer on account of discipline, the Company will specify the type of service and the length of time he will be demoted. The representative of the Brotherhood of Locomotive Engineers will cooperate in placing the employee in a suitable assignment in accordance with the restrictions imposed.

Physical Disability

87.3 When it becomes necessary to restrict a locomotive engineer to a firing position on account of a physical disability, the representative of the Brotherhood of Locomotive Engineers will cooperate with all concerned in an endeavour to place the employee so restricted on a suitable assignment.

87.4 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 Brotherhood of Locomotive Engineers will cooperate with all concerned in an endeavour to place the employee so restricted in suitable employment.

87.5 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 of the organization, before an ear or eye specialist satisfactory to both parties, and if the specialist finds his sight or hearing to be within the requirements of the Canadian Transportation Commission he will be reinstated and paid a minimum day's pay at the minimum rate of the service last performed for each working day lost.

ARTICLE 88
Certificate of Service

88.1 A locomotive engineer who is dismissed or resigns shall be given a certificate of service upon request and be paid within 30 days.

88.2 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 hours period, the employee's decision will be considered final and irrevocable and will not be subject to appeal.

ARTICLE 89
Material Change

NOTE: The provisions of this Article 89 are effective beginning on February 1, 1993

Notice and Negotiations

89.1 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 locomotive engineers, the Company will:

- (a) Give at least 180 days' advance notice to the Brotherhood of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and
- (b) Negotiate with the Brotherhood measures to minimize any significantly adverse effects of the proposed change on locomotive engineers 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 89.1, 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

(d) The parties agree that prior to lines being abandoned, discussions will take place for the purpose of determining what actions can jointly be taken in the areas of work rules and method of operation in order to improve the viability of the line.

89.2 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 locomotive engineers, the Company will:

(a) Give at least 120 days' advance notice to the Brotherhood of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and

(b) Negotiate with the Brotherhood measures to minimize any significantly adverse effects of the proposed change on locomotive engineers but such measures shall not include changes in rates of pay or the level or applicability of the benefits set out in paragraphs 89.8 to 89.13, inclusive of this article.

(c) While not necessarily limited thereto, in the case of such other changes covered by this paragraph 89.2, 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

89.3

- (a) The negotiations referred to in paragraph 89.1 or 89.2 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

89.4

- (a) The Board of Review established pursuant to paragraph 89.3 (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 89.3 and 89.4 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 locomotive engineers who are affected thereby.
- (h) The Company and the Brotherhood shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

Implementation of Change

89.5

- (a) The changes referred to in paragraph 89.1 may not be made until the procedures for negotiations and arbitration, if necessary, have been completed.
- (b) The changes referred to in paragraph 89.2 will be implemented on the date specified but, in no case, less than 120 days from receipt of notice by the Brotherhood notwithstanding that the procedures for negotiations and arbitration, if necessary, have not been completed.

When Material Change Does Not Apply

89.6 The changes proposed by the Company which can be subject to negotiation and arbitration under this Article 89 do not include changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, reassignment of work at home stations or other normal changes inherent in the nature of the work in which locomotive engineers are engaged.

Disputes Re Application of This Article

89.7 The applicability of this Article 89 to run-throughs and changes in home stations is acknowledged. A grievance concerning the applicability of this Article 89 to other material changes in working conditions shall be progressed immediately to Step 3 of the grievance procedure as indicated in paragraph 91.1 of Article 91, within 60 days from the date of the cause of the grievance.

Relocation Expenses

89.8 The benefits set forth in this paragraph 89.8 shall be allowed, where applicable, to an eligible locomotive engineer. They shall apply to an eligible locomotive engineer only once for each change.

- (a)** The eligibility of specific locomotive engineers for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.
- (b)** A locomotive engineer:
 - (1)** must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, a locomotive engineer must, for the purposes of this article, 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 89.8;
 - (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 locomotive engineer's household goods and automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
- (d)** An allowance of up to \$730 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 \$185.00 for a locomotive engineer 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, a locomotive engineer may drive his or her automobile to the new location at an allowance of 28 cents per kilometer.
- (g)** In order to seek accommodation in the new location and/or to move to the new location, a locomotive engineer will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.
- (h)** **(1)** Reimbursement for loss sustained on the sale of a relocating locomotive engineer's private home which he 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 89.9 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 89.9.

(3) An eligible locomotive engineer 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 locomotive engineer 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 locomotive engineer occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,750.00. Receipts shall be required.

(j) If a locomotive engineer who is eligible for moving expenses does not wish to move his or her household to the new location, such locomotive engineer may opt for a monthly allowance of \$185.00 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. A locomotive engineer 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 89.8, the cost of terminating an unexpired lease and legal cost connected therewith up to a value of three months' rent, where the relocating locomotive engineer was renting a dwelling which he 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 locomotive engineer first secures the Company's approval to pay in excess of three months' rent.

Appraisal Procedure - Sale of House

89.9 When an affected locomotive engineer desires to sell his or her home under the provisions of sub-paragraph 89.8(h), the following procedure will apply:

- (a)** In advising the Company officer concerned of his or her desire to sell the house, the locomotive engineer 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 locomotive engineer's advice of his or her desire to make a claim, the Company officer shall advise the locomotive engineer concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-paragraph 89.8(h).
- (d)** If, however, the officer concerned is not satisfied that the price requested by the locomotive engineer is the fair market value, then an effort shall be made to resolve the matter through joint conference of the

officer and locomotive engineer concerned and the appropriate Brotherhood representative if so desired by the locomotive engineer; such joint conference to be held within 7 days from date of advice to locomotive engineer concerned as referred to in sub-paragraph 89.9(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 locomotive engineer and Company officer concerned shall endeavor to mutually agree upon the independent appraiser referred to in sub-paragraph 89.9(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 89.9, nor with such appraiser's employee, fellow employee or partner.
- (h)** The fees and expenses of any appraiser appointed in accordance with sub-paragraphs 89.9(e) or 89.9.(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, clapboard.

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.....

Special Cases - Permanent Staff Reduction

89.10 Special case(s) of permanent staff reductions lend themselves to special offers of optional early retirement separation allowances to locomotive engineers eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of locomotive engineers with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

Years of Cumulative Compensated Service	Number of Weeks Salary Credited for Each Year of 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 or less	3.5

NOTE 1: 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)

NOTE 2: One week's salary shall be the locomotive engineers' basic weekly pay at the time of the change as defined in sub-paragraph 89.13(a) of this article.

NOTE 3: Nothing in this paragraph 89.10 implies that the separation allowance set out herein automatically applies to changes described in paragraph 89.1 (i.e., to run-throughs, changes in home stations, or the introduction of new technology).

Severance Payments

89.11

(a) A locomotive engineer 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

locomotive engineer elects to receive such severance payment under the provisions of sub-paragraphs (a) to (c) inclusive.

- (b)** A locomotive engineer, 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 locomotive engineers with less than 8 years' cumulative compensated service; or
 - (2)** two weeks' basic weekly pay for each year of cumulative compensated service for locomotive engineers with 8 or more years' cumulative compensated service.
- (c)** Locomotive engineers 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 locomotive engineers' basic weekly pay in effect at the time of resignation.
- (d)** In cases of permanent staff reductions, a locomotive engineer 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) A locomotive engineer 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, a locomotive engineer is eligible for an early retirement pension, he or she will not be eligible for a severance payment under this article.
- (g) A locomotive engineer 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

89.12

- (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 locomotive engineers 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 locomotive engineers who voluntarily elect to terminate their employment within 90 days of the offer being announced.

- (c) Locomotive engineers 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) Locomotive engineers 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) Locomotive engineers may elect, at their option, to receive the severance payment in two installments over a 13 month period.

Maintenance of Earnings

89.13

- (a) In the application of this article, the term "basic weekly pay" is defined as follows:
 - 1. For an employee assigned to a regular position in yard service or hostling service at the time of displacement or lay-off, 5 days' or 40 hours' straight time pay, including the shift differential when applicable, shall constitute his or her "basic weekly pay".
 - 2. For an employee in road service, including employees on spareboards, 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" pursuant to sub-paragraph (2) above, any pay period during which a locomotive engineer is absent for seven consecutive days or more because of bona fide injury, sickness in respect of which a locomotive engineer is in receipt of weekly indemnity benefits, authorized leave of absence or laid off together with the earnings of a locomotive engineer in that pay period, shall be

subtracted from the 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: Notwithstanding the provisions of sub-paragraph 89.13(a), the amount of basic weekly pay for an employee in road service will in no case exceed the following:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
\$	\$	\$	
1,388.10	1,415.86	1,444.18	

The amount specified in this NOTE (2) is obtained by dividing an annual maximum by 52 weeks. The annual maximum shall be increased by the amount of any future general wage adjustments. The annual maximum rate is as follows:

	EFFECTIVE		
Jan. 1/01	Jan. 1/02	Jan. 1/03	
\$	\$	\$	
72,181.32	73,624.95	75,097.45	

(b) The basic weekly pay of locomotive engineers whose positions are abolished or who are displaced shall be maintained by payment to such locomotive engineers 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 a locomotive engineer's incumbency. In the event a locomotive engineer'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 locomotive engineers' 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. Locomotive engineers 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 a locomotive engineer by the Company during each four-week period will be taken into account in computing the amount of a locomotive engineer's incumbency.

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

- (c) Locomotive engineers 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 locomotive engineers 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 a locomotive engineer's incumbency, the basic weekly pay, exclusive of any shift differential included in respect of locomotive engineers 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 locomotive engineer's earnings in a four-week period is less than four times his or her basic weekly pay;

(2) until the locomotive engineer 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), a locomotive engineer 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 locomotive engineer's services are terminated by discharge, resignation, death or retirement.

(Refer letter dated 20 November 1992 - Addendum No. 73)

Canada Labour Code

89.14

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

ARTICLE 90

Manning Assignments in Case of Work Stoppage

90.1 The parties of 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.

90.2 To avoid such disruptions the local supervisory officer of the Company and the local chairman of the Brotherhood, will, as soon as possible, enter into such local arrangements in writing as may be required.

90.3 If no local arrangements are entered into pursuant to paragraph 90.2 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 any 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.

90.4 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 91 **Grievance Procedure**

91.1 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 his decision in writing within 28 calendar days of receipt of the grievance. In case of declination the supervisor will state his reason(s) for the decision in relation to the statement of grievance submitted.

(b) Step 2 Appeal to District Superintendent
(Transportation)

Within 28 calendar days of the date of the decision under Step 1, or in the case of an appeal against discipline imposed within 28 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 Brotherhood's contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within 28 calendar days on 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 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 Brotherhood's contention, and all relevant information concerning the grievance and shall:

- (i)** 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 Brotherhood) 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

- (ii) should the Vice-President consider that a meeting on a particular grievance is not required, he will so advise the General Chairman and render his decision in writing within 60 calendar days of the date of the appeal.

Appeal to Arbitration

91.2 A grievance concerning the interpretation or alleged violation of this agreement, or an appeal against discipline imposed, which is not settled under sub-paragraph (c) of paragraph 91.1 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.

91.3 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 (c) of paragraph 91.1 by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date by service thereof on the other party.

General

91.4 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.

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 paragraph 91.5, be progressed to the next step in the grievance procedure.

91.5 In the application of paragraph 91.1 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.

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

91.7 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.

91.8 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.

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

ARTICLE 92 **Use of Masculine Gender**

92.1 The use of the masculine gender in this agreement includes the feminine.

SECTION 4
DURATION OF AGREEMENT

Duration of Agreement

Subject to the provisions of the Memorandums of Settlement dated May 13, 2001 and February 20, 2002 this collective agreement is in full settlement of all issues raised by either party on or subsequent to September 1, 2000, 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, 2003, 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 August 31, 2003.

Memorandums of Settlement signed at Toronto, Ontario 13th day of May 2001 and at Edmonton, Alberta 20th day of February 2002.

FOR THE
CANADIAN NATIONAL
RAILWAY COMPANY

(Sgd) R.J. Dixon
Vice-President
Labour Relations and
Employment Legislation

(Sgd) J. Torchia
Director Labour Relations

FOR THE
BROTHERHOOD
OF LOCOMOTIVE
ENGINEERS:

(Sgd) D. Shewchuk
General Chairman

(Sgd) D. Brummund
Vice-General Chairman

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
106-119	258	4371-4385	236
301-309	253	4391-4396	235
400-405	253	4401-4426	248
1054-1056	160	4452-4495	247
1070-1072	159	4496-4500	240
1078-1082	158	4502-4585	247
1101-1182	248	4589-4609	248
1204-1216	225	4700-4810	248
1217-1219	246	5000-5007	389
1227-1247	225	5008-5075	388
1250-1285	226	5076-5225	389
1282	246	5226-5240	388
1287-1288	226	5241-5278	385
1289-1304	225	5279-5293	387
1305-1357	223	5294-5323	384
1359-1396	222	5324-5363	387
1400-1423	248	5400-5459	390
1504-1508	246	5500-5503	395
1600-1614	160	5504-5563	390
1750-1787	160	5700-5703	373
1900-1915	246	7000-7013	257
2000-2001	386	7100-7107	246
2002-2043	388	7200-7231	257
2100-2119	390	7232-7266	248
2305-2339	388	7300-7327	246
2400-2429	390	7500-7532	257
3100-3102	230	7701-7706	247
3103	235	8506-8522	233
3107-3111	230	8700-8711	258
3119-3120	235	9100-9108	246
3500-3589	248	9151-9160	229
3615-3684	246	9161-9166	240
3704-3744	247	9167-9172	229
3832-3842	233	9173-9176	240
4000-4036	248	9177	229
4100-4128	246	9190-9198	240
4206-4243	232	9302-9310	260
4246-4268	230	9312-9317	259
4272-4353	229	9400-9632	263
4360-4365	238	9633-9667	260

BOOSTERS

Unit Numbers	Weight-on-Drivers	Unit Numbers	Weight-on-Drivers
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

Unit Numbers	Weight-on-Drivers	Unit Numbers	Weight-on-Drivers
6300-6304	247	6550-6553	263
6305-6314	260	6557	259
6400-6419	259	6569	260
6420-6458	260	6602-6637	259
6501-6519	256	6652-6653	255
6525-6542	257	6900-6930	250

BURLINGTON NORTHERN

Unit Numbers	Weight-on-Drivers	Unit Numbers	Weight-on-Drivers
8154-8162	415		

**GRAND TRUNK CORPORATION - GTW, CV, DWP
(U.S. Subsidiary Owned)**

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 199 miles in length, on speed basis of 12 1/2 miles per hours

Distance Miles	Overtime Accrues After Hrs.	Distance Miles	Overtime Accrues After Hrs.	Distance Miles	Overtime Accrues After Hrs.
100	8.00	133	10.38	166	13.16
101	8.05	134	10.43	167	13.22
102	8.10	135	10.48	168	13.26
103	8.14	136	10.53	169	13.31
104	8.19	137	10.57	170	13.36
105	8.24	138	11.02	171	13.41
106	8.29	139	11.07	172	13.46
107	8.34	140	11.12	173	13.50
108	8.38	141	11.17	174	13.55
109	8.43	142	11.22	175	14.00
110	8.48	143	11.26	176	14.05
111	8.53	144	11.31	177	14.10
112	8.58	145	11.36	178	14.14
113	9.02	146	11.41	179	14.19
114	9.07	147	11.46	180	14.24
115	9.12	148	11.50	181	14.29
116	9.17	149	11.55	182	13.34
117	9.22	150	12.00	183	14.38
118	9.26	151	12.05	184	14.43
119	9.31	152	12.10	185	14.48
120	9.36	153	12.14	186	14.53
121	9.41	154	12.19	187	14.58
122	9.46	155	12.24	188	15.02
123	9.50	156	12.29	189	15.07
124	9.55	157	12.34	190	15.12
125	10.00	158	12.38	191	15.17
125	10.05	159	12.43	192	15.22
127	10.10	160	12.48	193	15.26
128	10.14	161	12.53	194	15.31
129	10.19	162	12.58	195	15.36
130	10.24	163	13.02	196	15.41
131	10.39	164	13.07	197	15.46
132	10.34	165	13.12	198	15.50
				199	15.55

Table showing time after which overtime accrues on runs 100 miles to 204 miles in length, on speed basis of 20 miles per hour.

Distance Miles	Overtime Accrues After Hrs.	Distance Miles	Overtime Accrues After Hrs.	Distance Miles	Overtime Accrues After Hrs.
100	5:00	135	6:45	170	8:30
101	5:03	136	6:48	171	8:33
102	5:06	137	6:51	172	8:36
103	5:09	138	6:54	173	8:39
104	5:12	139	6:57	174	8:42
105	5:15	140	7:00	175	8:45
106	5:18	141	7:03	176	8:48
107	5:21	142	7:06	177	8:51
108	5:24	143	7:09	178	8:54
109	5:27	144	7:12	179	8:57
110	5:30	145	7:15	180	9:00
111	5:33	146	7:18	181	9:03
112	5:36	147	7:21	182	9:06
113	5:39	148	7:24	183	9:09
114	5:42	149	7:27	184	9:12
115	5:45	150	7:30	185	9:15
116	5:48	151	7:33	186	9:18
117	5:51	152	7:36	187	9:21
118	5:54	153	7:39	188	9:24
119	5:57	154	7:42	189	9:27
120	6:00	155	7:45	190	9:30
121	6:03	156	7:48	191	9:33
122	6:06	157	7:51	192	9:36
123	6:09	158	7:54	193	0:39
124	6:12	159	7:57	194	9:42
125	6:15	160	8:00	195	9:45
125	6:18	161	8:03	196	9:48
127	6:21	162	8:06	197	9:51
128	6:24	163	8:09	198	9:54
129	6:27	164	8:12	199	9:57
130	6:30	165	8:15	200	10:00
131	6:33	166	8:18	201	10:03
132	6:36	167	8:21	202	10:06
133	6:39	168	8:24	203	10:09
134	6:42	169	8:30	204	10:12

APPENDIX C

Appraisal Procedure

When an effected employee desires to sell his home under the provisions of sub-paragraph (h) of paragraph 89.2 of Article 89 of which this Appendix C forms part, the following procedure will apply:

- (a) In advising the Company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in sample form attached, including his opinion as to the fair market value of his 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 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 (h) of paragraph 89.2.
- (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 seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix C.
- (e) If such joint conference does not resolve the matter within five 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 Article 89 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 Clause (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 Appendix C nor with such appraiser's employee, fellow employee or partner.

(h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (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, clapboard

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.....

SECTION 6

ADDENDA

**(Memoranda of Agreement,
Letters of Understanding,
and Company Letters)**

Addendum No. 1

FORMER VANCOUVER TERMINAL EMPLOYEES

MEMORANDUM OF AGREEMENT in connection with former Vancouver Terminal Railway Locomotive Engineers and Firemen (Helpers) being covered by agreements between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers and United Transportation Union (E).

Pursuant to the acquisition of the Vancouver Terminal Railway by the Canadian National Railway Company, it is agreed, effective January 1, 1953 that the schedule governing the services of locomotive engineers, Western Region, which became effective October 1, 1930 and amendments and interpretations where applicable, and the schedule governing the services of locomotive firemen/helpers and hostlers, Western Region, which became effective May 1, 1933 and amendments thereto where applicable will be extended respectively to include locomotive engineers, locomotive firemen/helpers and hostlers of the former Vancouver Terminal Railway; rates of pay to be effective January 1, 1953, rules to be effective October 1, 1955.

A separate seniority list will be compiled listing in seniority order the following locomotive engineers and firemen (helpers) transferred from the Vancouver Terminal Railway:

1. Welburn, K.G.
2. Hamilton, G.H.
3. Arthurs, J.G.

No further names will be added to this list. When sufficient men are not available to fill assignments allotted to former Vancouver Terminal Railway locomotive engineers or firemen/helpers, such assignments will be filled by Ninth Seniority District men.

Former Vancouver Terminal Railway locomotive engineers and firemen/ helpers will have preference within the limits of the Greater Vancouver Yard to six assignments, the first assignment being filled by Canadian National men, the second by former Vancouver Terminal Railway men and the balance of the assignments alternately by Canadian National men and former Vancouver Terminal Railway men. In case of reduction in yard assignments crews will be reduced in the reverse order to which

they were assigned. Spare work on former Vancouver Terminal Railway assignments will be manned by former Vancouver Terminal Railway men when available. Spare work on Canadian National assignments will be manned by Canadian National men.

FOR THE COMPANY: FOR THE BROTHERHOOD:

(Sgd) F.H. Keefe
General Manager
Western Region

(Sgd) J.H. Ross
General Chairman

APPROVED:

(Sgd) John Marshall
Asst. Grand Chief Engineer

FOR THE UNITED
TRANSPORTATION UNION
(E):

(Sgd) T.M. Wanamaker
General Chairman

APPROVED:

(Sgd) W.L. Druce
Vice-President T.M.W.

Original Memorandum of Agreement signed at Winnipeg,
Manitoba, October 5, 1955.

(List Revised April, 1978)
(Refer M/U January 19, 1968 Addendum No. 7)

Addendum No. 2

NORMAL WORKING HOURS

Office of the Executive Vice-President

Montreal, April 2, 1962

Mr. O.J. Travers
Assistant Grand Chief Engineer
Brotherhood of Locomotive Engineers
Montreal

During the course of our protracted meeting on March 24th, we discussed at some length the policy of this Company respecting the length of time per day we normally contemplated a locomotive engineer would be called upon to work. You and your colleagues expressed apprehension that with the improvement of the physical plant and equipment rendering it feasible to do so, the Company might extend the normal "working day" and that at the moment the only control on its extension was the right of a locomotive engineer to book rest after 12 hours. For this reason you argued that the right to book rest should arise after 10 hours on duty. It would be remiss of me to fail to acknowledge the frankness with which your General Chairman stated it was not the physical condition of the men after 10 hours on duty which provoked your representations.

Towards the conclusion of the discussion, I was asked to write you outlining our views on this matter and I undertook to do so.

We have no present plans to change materially the general principles used in establishing the work pattern of enginemen followed on the Canadian National now and at this time do not anticipate conditions arising which would make it desirable or practical to do so. Put very broadly, our intentions are to carry on as we have in the past and, of course, for so long as Section 290 (1) (j) exists in the Railway Act, the Board of Transport Commissioners will remain seized of the power to limit or regulate the hours of duty of locomotive engineers.

It is not the policy of the Company to set up normal assignments or runs of locomotive engineers in contemplation of a 12-hour work day. There are on the System at the moment many assignments which are completed in as few as 3 or 4 hours. On

the other hand there are many instances in which employees "double the road". At the request of the Brotherhood, we have adjusted assignments to make "doubling" possible. This practice often results in locomotive engineers performing two almost consecutive tours of road duty with an elapsed time of up to 14 and 16 hours. The locomotive engineers favour such arrangements because it means a greater amount of leisure time at home.

As you and your colleagues very well know, this phase of railroading does not lend itself to exactitude. Leaving aside yard service for the moment if, since dieselization, we have had any length of day over 8 hours in mind when setting up runs, it was not contemplated that such runs would normally require more than about 10 hours on duty although we hasten to point out that in way freight service, locomotive engineers are often on duty longer than 10 hours, many times on the outbound trips only so that the trip home can be made in shorter time.

In the light of the above, I hope that through you the General Chairman can be reassured as to our true intentions respecting a locomotive engineer's normal hours of work per day.

(Sgd) K.J. MacMillan
Executive Vice-President

Addendum No. 3

USE OF TRAIN RADIOS

Transportation and Maintenance

Montreal, 1 June 1967

Mr. C.T. Cameron,	General Manager, Moncton General Manager, Montreal
Mr. K.E. Hunt,	General Manager, Toronto
Mr. A. Skinner,	General Manager, Winnipeg
Mr. W.D. Piggott,	General Manager, Edmonton

With regard to the use of train radio.

Complaints have been registered by locomotive engineers particularly those in yard service that people calling them on the radio show little appreciation for their work. It is claimed that the person calling the engine expects an immediate response to his call. In other cases the locomotive engineers are expected to contact the yard foreman at once or to copy for, or to relay to him long involved instructions while at the same time continuing the work of running the engine.

Everyone, of course, appreciates that a locomotive engineer's first responsibility is the safe operation of his engine and that there are times when it is not practical for him to answer his radio immediately 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 No. 4

HELD OFF FOR INVESTIGATION

Transportation and Maintenance

Montreal, Quebec, 20 July 1967

Mr. E.J. Cooke, Vice-President, Moncton, N.B.
Mr. J.A. McDonald, Vice-President, Montreal, Que.
Mr. D.V. Gonder, Vice-President, Toronto, Ont.
Mr. E.P. Stephenson, Vice-President, Winnipeg, Man.
Mr. G.R. Graham, Vice-President, Edmonton, Alberta

In support of their proposal in negotiations that changes be made in the investigation and discipline provisions, the Brotherhood of Locomotive Engineers has repeatedly questioned certain procedures concerning the conducting of investigations.

Their principal concern has been that locomotive engineers are being held out of service, sometimes for lengthy periods, for investigations of matters which only result in the assessment of minimal discipline. In these cases, they stated that an employee is often assessed with demerit marks, and, in addition, with a reference to "time out of service to count as discipline". It is further alleged that no effort is made to conduct the investigation at a time when the employee could attend without being required to lose earnings.

The collective agreements governing locomotive engineers provide that employees will not be "disciplined or dismissed" without having had a fair and impartial hearing and responsibility established. Further, that employees will not be held off unnecessarily in connection with an investigation and that 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 offence justifies the total discipline assessed.

Nevertheless, there may well be instances where minor infractions or where guilt is highly questionable, when employees being held off unnecessarily and where the investigation could easily and conveniently have been conducted without the employee losing any earnings.

In addition, the Brotherhood has complained of repeated supplementary statements being taken in many instances where it was felt that the information desired could have been attained at first hearings. They alleged that these supplementary investigations could be substantially reduced if the investigation was properly planned in the first instance.

The U.T.U. (E) has repeated the same objections during negotiations and the same was heard from the U.T.U. (T) during negotiations last year.

Would you please draw this to the attention of the officers on your region.

(Sgd) J.H. Spicer
Assistant Vice-President

Copy to: J.W. Demcoe
Vice-President & General Manager
Detroit, Michigan

Addendum No. 5

RELIEF AT AWAY-FROM-HOME TERMINAL

Personnel and Labour Relations

Montreal, August 4, 1967
8302-10-4A, 8301-40: 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 favorably 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 locomotive engineers, particularly at away-from-home terminals when a locomotive 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 United Transportation Union (E) in establishing a procedure that firemen/ helpers will be used as locomotive engineers to circumvent the Collective Agreement governing locomotive engineers.

Relief for a locomotive 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, As sistant Vice-President, Transportation
and Maintenance, Montreal
cc: Mr. W.J. Wright, Assistant Grand Chief Engineer,
Brotherhood of Locomotive Engineers
cc: Mr. D.E. McAvoy, General Chairman, Brotherhood of
Locomotive Engineers
cc: Mr. E.J. Davies, General Chairman, Brotherhood of
Locomotive Engineers
cc: Mr. L.O. Hemmingson, General Chairman, Brotherhood of
Locomotive Engineers

(Refer later Letter April 11, 1972 Addendum No. 16)

Addendum No. 6

**ACCOMMODATION IN CONNECTION WITH
SHORTAGE OF LOCOMOTIVE ENGINEERS**

Transportation and Maintenance

Montreal, Quebec, 4 August 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.

As you know, the Brotherhood of Locomotive Engineers submitted a proposal concerning accommodation for locomotive engineers who are temporarily moved to another terminal to overcome a shortage of locomotive engineers. The B.L.E. Committee have agreed that if it is understood by line officers that locomotive engineers will be permitted to use bunkhouse accommodation where it is available, the matter can be satisfactorily disposed of in negotiation.

We would therefore appreciate it if you would request line officers to permit locomotive engineers who are temporarily transferred to relieve a shortage, to occupy bunkhouse accommodation when it is available. In addition, if other existing company facilities can be altered or upgraded to provide suitable accommodation at minimum cost to the Company for this purpose, it should be arranged.

(Sgd) J.H. Spicer

Assistant Vice-President

cc: Mr. W.T. Wilson, Vice-President
Personnel and Labour Relations
ATTENTION: Mr. E.K. House

cc: Mr. J.D. Hayes, Chief of Transportation

Addendum No. 7

SWITCHING LIMITS GREATER VANCOUVER YARD

**CANADIAN NATIONAL RAILWAY COMPANY
Mountain Region**

MEMORANDUM OF UNDERSTANDING between the Canadian National Railway Company, Mountain Region, and the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen with respect to the application of the Memorandum of Agreement signed at Winnipeg, Manitoba, October 5, 1955, in connection with the former Vancouver Terminal Railway Engineers and Firemen (Helpers) to be made effective at the time that Port Mann Yard becomes a part of Vancouver Terminal, on or about October 1, 1968.

In the application of the above mentioned Memorandum of Understanding the reference therein to "...the recognized switching limits of the Greater Vancouver Yard" shall be interpreted to mean the trackage from Burnaby west via C.N. Junction to the end of steel, including trackage on the North Shore of Burrard Inlet.

Signed at Edmonton, this 19th day of January, 1968.

FOR THE COMPANY:

FOR THE EMPLOYEES:

Signatures not reproduced.

Addendum No. 8

GREATER VANCOUVER TERMINAL

**CANADIAN NATIONAL RAILWAY COMPANY
Mountain Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Mountain Region, and the Brotherhood of Locomotive Engineers pursuant to Article 8* of the Collective Agreement, providing for Locomotive Engineers, conditions that shall be made effective at the time that Port Mann Yard becomes a part of Vancouver Terminal, on or about October 1, 1968.

1. The switching limits for Port Mann Yard shall be eliminated and the switching limits for Vancouver Terminal shall be revised to read:

The switching limits of Vancouver Terminal include all rail facilities west, north and south of mileage 113.2 on the Yale Subdivision.

2. Where an employee in road service travels between yards or stations in Vancouver Terminal because he is required to report for duty in one yard or station, and on the return to the terminal is released from duty at another yard or station, he shall, where a travel allowance is specified below, qualify for such travel allowance and be provided with transportation between the points concerned free of charge.

Points between which travelled	Travel Allowance
Vancouver Passenger Station, Port Mann Yard	1 hour
Vancouver Main Yard Port Mann Yard	1 hour
North Shore Yard Port Mann Yard	1 hour

The foregoing payments shall be at the rate of pay of the service completed. Payments made under this Item 2 shall not result in a duplicate time payment.

3. Article 8 Sections 2 and 3 of the Collective Agreement shall apply to Locomotive Engineers who:

(a) on the effective date of this Memorandum of Agreement, are residing in Vancouver west of Boundary Road, on Lulu Island west of No. 8 Road, in West Vancouver or in North Vancouver west of Seymour Creek;

(b) on the effective date of this Memorandum of Agreement, are regularly assigned, regularly set up on the spare board at Vancouver; and

move their place of residence to a location east of Boundary Road, No. 8 Road or Seymour Creek, and west of the Municipalities of Langley and Maple Ridge.

4. Not reproduced account no longer applicable.

Signed at Edmonton this 19th day of January, 1968.

FOR THE COMPANY:

FOR THE
BROTHERHOOD:

Signatures not reproduced.

Addendum No. 9

GREATER VANCOUVER TERMINAL TRANSPORTATION

as amended by the Arbitrator's Award of June 1, 1989

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers regarding the transportation arrangements for employees assigned to the Greater Vancouver Terminal as identified in Addendum No. 9 of Agreement 1.2.

IT IS AGREED that in order to adjust the employee share of the transportation cost in providing transportation in and around the Greater Vancouver Terminal, Addendum No. 9 of Agreement 1.2 shall be amended in its entirety with the following provisions becoming effective the date of signing of this Agreement.

1. Locomotive Engineers who were permanently assigned to the Greater Vancouver Terminal on 23 April, 1969 as outlined in Appendix "A" of this Memorandum of Agreement shall continue to contribute 35 cents in each direction when they utilize the transportation service, except the transportation provided between Thornton Yard, New Westminster and Lulu Island which is free of charge.
2. Locomotive Engineers who are permanently assigned to the Greater Vancouver Terminal as of 8 July, 1988 and who were not eligible under the terms of Item 1 of this Agreement shall contribute \$1.25 in each direction when they utilize the transportation service, (except the transportation provided between Thornton Yard, New Westminster, and Lulu Island which is free of charge.) Such charge shall be subject to periodic re-negotiation should there be an increase or decrease in the basic public transit charge applicable to the Greater Vancouver Area.
3. Employees who are hired as Locomotive Engineers subsequent to the signing of this Memorandum of Agreement or who are not permanently assigned to a position in the Greater Vancouver Area covered by the provisions of Agreement 1.2 as of 8 July, 1988 shall be required to provide their own transportation to and from

their work location.

4. In the event Locomotive Engineers are forced to the Greater Vancouver Terminal under the terms of Article 59.11 of Agreement 1.2, such employees shall be granted the same transportation privileges as those employees identified in Item 2 of this Memorandum of Agreement until released to their home terminal. Such provisions shall not apply to Locomotive Engineers electing to move on a permanent clearance to Vancouver.
5. The routes and pick up points to be utilized by the transportation service shall be as follows:

- a) On a 24-hour basis between Vancouver and Thornton Yard in both directions for Locomotive Engineers required to report for duty at Thornton Yard or Vancouver (Main Yard, Coach Yard, Waterfront, VIA Depot). The route to be followed will be VIA Depot Main Yard, First Avenue, Highway 401, Canada Way, Eight Street to McBride Blvd. over the Patullo Bridge to Thornton Booking In Room or Thornton Tower. Return via the same route except, when travelling from Thornton Yard to Vancouver employees may be dropped off at the Vancouver Main Yard, VIA Depot or Waterfront Yard.

The pick-up points when travelling between VIA depot and Thornton Yard shall be Vancouver Depot, Main Yard, 1st Avenue at Rupert, Canada Way at Sperling, Canada Way at Edmonds and Royal Square and the present Sky Train station at New Westminster.

The pick-up points when travelling between Thornton Yard and Vancouver will be Thornton Yard, Royal Square and the present Sky Train station at New Westminster, Canada Way at Sperling, Canada Way at Edmonds.

- b) On a 24-hour basis between Thornton Yard and Lynn Creek Yard and return to Thornton Yard upon release from duty at Lynn Creek Yard. This

transportation will be available to Locomotive Engineers who are required to report for duty at the Lynn Creek Yard. The route to be followed will be Thornton Yard over Pattullo Bridge to Royal Square, Canada Way, Highway 401, 1st Avenue and Rupert Street, across the Second Narrows Bridge, along Main Street to the Lynn Creek Yard Office. Return via the same route.

The pick-up points will be Thornton Yard, Royal Square, Canada Way at Edmonds, Canada Way at Sperling and First Avenue at Rupert Street.

- c) On a 24-hour basis from Vancouver to Lynn Creek Yard and return to Vancouver upon release from duty at Lynn Creek Yard. This transportation will be made available only for Locomotive Engineers who are required to report for duty at the Lynn Creek Yard. The route to be followed will be: VIA Depot, Main Yard, and First Avenue, across Second Narrows Bridge and along Main Street to the Lynn Creek Yard Office. The pick-up points will be the VIA Depot, Main Yard, the Depot, at 1st Avenue and Rupert Street.
- d) On a 24-hour basis between Thornton Yard, Lulu Island and Thornton Yard and return. The route to be followed will be Pattullo Bridge to New Westminster Skytrain Station to Lulu Island. The pick-up points will be Thornton Yard, New Westminster Skytrain Station and Lulu Island. This service will be provided free of charge for all Locomotive Engineers who are required to report for duty at Lulu Island covered by this Agreement.
- e) On 24-hour basis between Vancouver and Lulu Island Yard and return to Vancouver upon release from duty at Lulu Island. This transportation will be available only to employees who are required to report for duty at Lulu Island. The route to be followed will be VIA Depot, Main Yard, to Lulu Island. The pick-up points will be VIA Depot and Main Yard.

6. Departure time of Company sponsored transportation will be based on the route time required to ensure that employees will be able to report for duty in accordance with the Collective Agreement.
7. Based on operating experience, adjustments will be made to the transportation travelling time between the originating points mentioned above.
8. Locomotive Engineers will be advised through local instructions as to the methods of securing the transportation service.
9. The method of transportation to be used, i.e. taxi, company operated bus, station wagon or comparable type of transportation, is at the discretion of the Company. It may be subject to such adjustments as may be deemed appropriate and is not for the sole use of the above Locomotive Engineers.
10. In the event public transportation service is expanded to provide service to Thornton Yard this agreement will be subject to further negotiation to take this factor into account.
11. The above conditions and provisions will also apply to employees covered by Agreement 2.3.
12. This agreement is subject to ratification by the employees effected the results of which will be communicated to the Company no later than March 2, 1989.
13. This Memorandum of Agreement shall be full and final settlement of Company demand Item 7 contained in the Memorandum of Agreement pertaining to the settlement of Regional Proposals signed 1 October 1987, and attachment 11 of the National Agreement signed at Montreal 4 February, 1988.

Signed at Vancouver, B.C. this 30th day of January, 1989.

FOR THE COMPANY:

(Sgd) K.G. Macdonald
For: Sr. Vice-President
Western Canada

(Sgd) M. Delgreco
For: Asst. Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd) David S. Kipp
General Chairman

APPENDIX "A"

List of Employees permanently assigned to the
Greater Vancouver Terminal on 23 April, 1969

EMPLOYEE	PIN
ANDRICHUK, M.	624927
BOLDING, J.M.	565945
COOPER, T.R.	680036
FITZGERALD, J.P.	622553
GORDON, G.H.	594171
HARVEY, R.B.	750525
HENZE, K.E.	630245
HICKS, W.W.	587191
HJORTH, P.	587883
HOLONKO, W.	621857
KARPOWICH, P.L.	588933
KURTZ, J.E.	633862
MCKENZIE, J.L.	686141
MCKERNAN, J.V.	634371
MEMPHIS, C.R.	689292
MERRICK, T.R.	566552
PALLISER, W.C.	592331
PAWELCHAK, J.R.	598266
PENNER, J.	582140
PIDSADNY, S.D.	584503
PORTER, K.L.	585583
PRINS, A.	626019
RADKE, R.	634091
ROMANOW, J.	550479
STRATE, D.J.	621600
STUSHNOFF, R.W.	680191
TASKER, R.S.	415634
TOSONI, C.	599111
WARNER, K.A.	696432
WARNER, S.A.	591610
WILLS, B.T.	689938
WOOLLAMS, R.	633454

Addendum No. 10

ROAD SWITCHER WITHIN SWITCHING LIMITS

April 15, 1971

Mr. D.W. Blair, Vice-President, Moncton
Mr. J.H. Richer, Vice-President, Montreal
Mr. R.A. Bandeen, Vice-President, Toronto
Mr. J.C. Gardiner, Vice-President, Winnipeg
Mr. J.H. Spicer, Vice-President, Edmonton

In the settlement reached between the Company and the Brotherhood of Locomotive Engineers on Monday, April 5, 1971, the Company agreed to provide the Brotherhood with a letter authorizing yard rates and conditions for a tour of duty which is exclusively performed as yard service without having made a road switcher trip on a combination road switcher-yard and transfer assignment.

The Brotherhood was primarily concerned about certain situations where a locomotive engineer, regularly assigned to a six-day per week road switcher assignment, performed service exclusively within switching limits or within terminal limits on all six of his tours of duty in his work week. This, the Brotherhood argued, should in fact be set up as a yard assignment with its higher rate of pay and overtime conditions on the sixth shift. Set up as a road switcher, not only were the rates of pay lower in road switcher service, but the sixth shift was paid straight time rates on the sixth tour of duty. Punitive overtime for such sixth tour of duty is not provided for under the road switcher provisions of the Collective Agreement.

As the situation described by the Brotherhood does exist in some territories to a limited extent, it was agreed that by letter we would rectify this situation and provide that a locomotive engineer who is regularly assigned to a six-day per week road switcher service assignment but who performs all service solely and completely within switching limits or within terminal limits on all six of his tours of duty in his work week, will be paid at time and one-half for the sixth tour of duty.

In the application of this policy it will be understood that the term "work week" shall mean a week beginning on the first day on which the assignment is bulletined to work.

Please be governed accordingly.

(Sgd) K.L. Crump
Assistant Vice-President
Labour Relations

cc: Mr. L.O. Hemmingson, Assistant Grand Chief Engineer, BLE
Mr. D.E. McAvoy, General Chairman, BLE
Mr. E.J. Davies, General Chairman, BLE
Mr. G.A. Murray, General Chairman, BLE

Addendum No. 11

**ALLOTING VACATION ON PREPONDERANCE
OF SERVICE**

**CANADIAN NATIONAL RAILWAY
Prairie and Mountain Regions**

MEMORANDUM OF AGREEMENT with respect to basis of granting annual vacation to Locomotive Engineers and Firemen/Helpers, Prairie and Mountain Regions, who perform service in both occupation classifications during the preceding calendar year.

Effective January 1, 1972, it is agreed that enginemen who, in the application of seniority rules, are required to perform service, part as an engineer and part as a fireman/helper 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 fireman/helper the employees would be granted vacation date(s) on the firemen/helpers' 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 either party.

Signed at Winnipeg, Manitoba, this 10th day of November, 1971.

FOR THE COMPANY:

(Sgd) C.T. Cameron
for Vice-President

FOR THE EMPLOYEES:

(Sgd) A.J. Speare
General Chairman
Brotherhood of
Locomotive Engineers

(Sgd) R.H. Menary
for Vice-President
Mountain Region

(Sgd) G.H. Warren
General Chairman
United Transportation
Union (E)

(Sgd) K.L. Crump
for Vice-President
Personnel and Labour
Relations

(Refer M/A February 14, 1974, re E.S.B.'s -
Addendum No. 19)

Addendum No. 12

YARD SERVICE SIXTH SHIFT WINNIPEG

**CANADIAN NATIONAL RAILWAY COMPANY
Prairie Region**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company, Prairie Region, with respect to regularly assigned yard locomotive engineers at the Terminal of Winnipeg manning a sixth shift in their work week when spare board locomotive engineers are not available.

IT IS AGREED that effective 29 February 1972, the provisions of Article 4.8 are suspended as far as the Terminal of Winnipeg is concerned, and the following will be substituted in lieu thereof:

1. Regularly assigned yard locomotive engineers will be permitted to 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 subject to the following:
 - (a) Assigned yard locomotive engineers desiring such work will make application in writing at change of time card or date first set up as a locomotive engineer during that card. Application will remain in effect for the life of that time card.
 - (b) The senior available yard locomotive engineer who has, for any reason, missed a shift in his work week will be called when such a call will not interfere with him filling his regular assignment.
 - (c) If there is no such yard locomotive engineer available, the shift will be filled from the "Extra Yard Board". This extra yard board will contain, in seniority order, the names of those locomotive engineers who have signified their desire to work a sixth shift as provided in subparagraph (a) of this Section 1. The locomotive engineer first-out on the extra yard board will be called if such call will not interfere with him filling his regular assignment. When the locomotive engineer is called for an extra

shift, or if he misses a call for such shift, a "1" will be placed against his name. He will not be called for a further shift until all other locomotive engineers of the extra yard board have a "1" marked against their name. This rotation will continue during the calendar month and at 0001 hour on the first day of each month the accumulated yards charged against each man's name will be eliminated.

(d) A yard locomotive engineer who has indicated that he is available for such work will accept all calls until he cancels his application in writing.

2. 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.
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 Winnipeg, Manitoba, this 31st day of January, 1972.

FOR THE COMPANY:

(Sgd) C.T. Cameron
for Vice-President
Prairie Region

(Sgd) W.S. Mason
for Vice-President
Personnel and Labour
Relations

FOR THE BROTHERHOOD:

(Sgd) A.J. Speare
General Chairman

Addendum No. 13

SPLITTING VACATION

Montreal, Quebec, April 11, 1972

Mr. D.E. McAvoy	Mr. E.J. Davies
General Chairman	General Chairman
Brotherhood of Locomotive	Brotherhood of Locomotive
Engineers	Engineers
Montreal, Quebec	St. Thomas, Ontario

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

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' annual vacation with pay will be permitted to split such annual vacation provided no additional expenses 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.

Where vacations are split, the second and third periods of vacation may not be taken until all locomotive engineers their junior 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 discussion on April 10 and 11, 1972.

Yours truly,

(Sgd) W.S. Mason
for Vice-President
Personnel and Labour Relations

cc: Mr. D.W. Blair, Vice-President, Moncton
Mr. J.H. Richer, Vice-President, Montreal
Mr. R.A. Bandeen, Vice-President, Toronto
Mr. A.J. Williams, Vice-President, Winnipeg
Mr. J.H. Spicer, Vice-President, Edmonton
Mr. K.E. Hunt, Vice-President, Montreal

Addendum No. 14

TOUR OF DUTY BETWEEN TRIPS

CANADIAN NATIONAL RAILWAY COMPANY

Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions, excluding TerraTransport, St. Lawrence Regions Lines in United States, and Great Slave Lake Branch.

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED that, effective January 22, 1986, the Memorandum of Agreement signed at Montreal, Quebec, April 11, 1972 is hereby cancelled and the following is substituted therefor.

1. Locomotive engineers regularly assigned to road service will be permitted to work a tour of duty in road service between trips of their regular assignment where there are no spare locomotive engineers, available, provided the following conditions are fulfilled:
 - (a) locomotive engineers desiring such work will notify the crew office that they are available;
 - (b) the senior locomotive engineer so available will be called when such call will not interfere with him filling his regular assignment;
 - (c) a locomotive engineer who has indicated that he is available for such work will accept all calls until he cancels by notifying the crew office;
 - (d) locomotive engineers who fail to respond to calls for any reason will not again be called for such work for the duration of the timetable, unless the call was missed for reasons satisfactory to the proper officer of the 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.

Signed at Montreal, this 8th day of January, 1986.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd) J.W. Konkin
General Chairman

(Sgd) P.M. Mandziak
General Chairman

(Sgd) G. Thibodeau
General Chairman

Addendum No. 15

RELIEF AT AWAY-FROM-HOME TERMINAL

Montreal, Quebec, 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.M. 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 Chairman of the Brotherhood concerning the future source and supply of locomotive engineers the General Chairman 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 Chairman 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 analyze 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 judgement 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 and 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, Vice-President, Brotherhood of
Locomotive Engineers, St. Thomas, Ontario

Mr. A.J. Speare, General Chairman, Brotherhood of
Locomotive Engineers, Edmonton, Alberta

Addendum No. 16

RESPONSIBILITY WHEN TRAINING STUDENT

11 December 1972

Mr. A.J. Speare General Chairman Brotherhood of Locomotive Engineers 12418-118th Avenue, Ste 202 Edmonton, Alberta	Mr. E.J. Davies General Chairman Brotherhood of Locomotive Engineers 118 St. George St. St. Thomas, Ontario
---	--

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
1255 University Street
Room 1412
Montreal 110, P.Q.

Dear Sirs:

During our meeting in Montreal on 23 November, I agreed to write you clarifying Section B of the Memorandum of Agreement signed *24 November 1972 covering the responsibility of a locomotive engineer in case of accident or mishap while the engine was being operated by a student engineer.

A locomotive engineer is expected to counsel and supervise the student in the handling of a locomotive and/or train and the observance of operating rules, timetables, special instructions and regulations to ensure safe operation. Should an accident or mishap occur as a consequence of the student's action, no responsibility will be attached to the engineer if there is evidence that he took all reasonable and practical action to prevent the accident or mishap.

I trust the foregoing will provide the clarification you require.

Yours sincerely,
(Sgd) R.A. Walker
for Chief of Transportation

NOTE: Memorandum of Agreement dated "24 November 1972" re Training has been revised and is now dated 26 February 1974 in current agreement. (Addendum No. 24)

Addendum No. 17

MILEAGE REGULATIONS LOCOMOTIVE ENGINEER/E.S.B.

August 27, 1973
Our File:8210-21

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
12418-118 Avenue, Suite 202
Edmonton, Alberta
T4L 2K4

Dear Mr. Speare:

Reference to your letter of May 3 and our June 5, 1973 in regard to the application of the mileage regulation provisions to a locomotive engineer moving to or from the position of engine service brakeman.

After reviewing your request, we agree there is an inequity in the miles of an engine service brakeman when he moves to or from a position of locomotive engineer. Therefore, to overcome this inequity we suggest that the following understanding be implemented:

- (a)** When an engine service brakeman is promoted to a position of locomotive engineer, the employee's miles earned during that period will be decreased by 12%, i.e.,

Miles earned as ESB to date of promotion	3,400 miles
Miles charged to employee's Decrease of 12%	408 miles
Miles charged to employee's mileage record	2,992 miles

(b) When a locomotive engineer is demoted to an engine service brakeman, the employee's miles earned will be increased by 12%, i.e.,

Miles earned as locomotive engineer to date of demotion	3,600 miles
Increase of 12%	432 miles
Miles charged to employee's record	4,032 miles

If you agree to the foregoing understanding, would you please so signify by signing this letter in the space provided and return two copies to this office.

This arrangement will be implemented when concurrence is also received from Mr. H.R. Burnett, General Chairman, U.T.U. (T), and you are so advised.

Yours truly,

(Sgd) W.S. Mason
for Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) A.J. Speare
General Chairman

Addendum No. 18

SELECTING LOCOMOTIVE ENGINEER TRAINEES

Canadian National Railways
10004-104 Avenue
Edmonton, Alberta
T5J 0K2

19 October 1973
File:8301-8

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive
Engineers
202-12418-118 Avenue
Edmonton, Alberta
T5L 2K4

Mr. H.R. Burnett
General Chairman
United Transportation
Union (T)
610 Broadway Avenue
Winnipeg, Manitoba
R3C 0W8

Dear Sirs:

This refers to our discussions concerning the application of Item 2 of the Memorandum of Agreement signed at Winnipeg, Manitoba, February 15, 1972, between the Company and the U.T.U. (T), Prairie and Mountain Regions. Item 2 provides the conditions which apply when employees selected from the ranks of Conductors and Yard Foremen are used as a source of applicants for training as locomotive engineers.

During our discussions, it was understood that to overcome certain problems which have developed due to different seniority district boundaries applicable to locomotive engineers and trainmen, the following arrangements would apply when selecting employees for future classes:

1. Employees stationed at Edmonton, Mirror, Calgary or Hanna and terminals to the West of these points will be given prior consideration for training on the Ninth Seniority District for locomotive engineers and when qualified as locomotive engineers, will be placed on said seniority district;

2. Employees stationed at Biggar or North Battleford and terminals to the East of these points will be given prior consideration for training on the Seventh Seniority District for locomotive engineers and when qualified as locomotive engineer will be placed on said seniority district.

In addition, it was also understood that employees qualified as locomotive engineers would not be permitted to transfer between Seniority Districts 7 and 9 for service as locomotive engineer except under the provision of Article 105 - Supplying Shortage, of the collective agreement applicable to locomotive engineers on the Prairie and Mountain Regions.

Would you please indicate your concurrence to the foregoing by signing this letter in the space provided.

Yours truly,

(Sgd) W.S. Mason
for Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers

(Sgd) H.R. Burnett
General Chairman
United Transportation Union (T)

Addendum No. 19

**ALLOTING VACATION ON PREPONDERANCE OF
SERVICE (E.S.B.'s)**

**Canadian National Railway Company
Prairie and Mountain Regions**

MEMORANDUM OF AGREEMENT with respect to basis of granting annual vacations to Locomotive Engineers and Engine Service Brakemen, Prairie and Mountain Regions, who perform service in both occupational classifications during the preceding calendar year.

Effective January 1, 1974, it is agreed that employees who, in the application of Seniority rules, are required to perform service, part as a Locomotive Engineer and part as a Conductor, Brakeman or Yardman, will be allotted vacation period on a six-month basis, i.e., if the preponderance of work in the previous year was performed as a Conductor, Brakeman or Yardman, the employee would be granted vacation date(s) on the appropriate Conductor's, Brakeman's or Yardman's vacation list; if the preponderance of work in the previous year was performed as a Locomotive Engineer then the employee would be granted vacation date(s) on the Locomotive Engineer's vacation list.

Disputes from individual employees, arising from this arrangement are to be settled by the proper Officer of the 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 14th day of February, 1974.

FOR THE COMPANY:
(Sgd) W.S. Mason
for Assistant
Vice-President Labour Relations

FOR THE EMPLOYEES:
(Sgd) A.J. Speare
General Chairman
Brotherhood of Locomotive
Engineers

(Sgd) H.R. Burnett
General Chairman
United Transportation Union (T)

Addendum No. 20

TRAINING AGREEMENT

**CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions
excluding the Great Slave Lake Branch**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED THAT effective March 22, 1974, the following conditions will apply with respect to the training and qualification of employees in training to be a locomotive engineer.

- A.** Initial Observation and Demonstration Tours of Duty:
1. An employee in training may be required to undergo initial observation and demonstration tours of duty under the direction and guidance of an engine service supervisor who has an engine service background.
 2. When during the course of such tours the supervisor or employee in training assumes control of the locomotive and/or train it is understood that the supervisor assumes responsibility. The responsibility of the regular locomotive engineer will then be confined to the observance of operating rules, timetable special instructions and related regulations.
- B.** Subsequent Tours of Duty:
1. When the employee in training is in possession of a temporary operating certificate issued by the appropriate office 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 of damaged drawbars; he will, however, continue to 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 may be directed by the Company. Incompetence, lack of judgement or other detrimental traits or attitudes will be reported. The responsibility for certifying an employee in training as a qualified locomotive engineer shall be that of an engine service supervisor who has an engine service background.

C. Final Qualification Tours of Duty

1. When an employee in training is required to demonstrate his final qualification as a locomotive engineer, such tours of duty will be under the personal direction of an engine service supervisor who has an engine service background.
2. During a qualification tour the employee in training will be permitted to assume control of the locomotive and/or train for the entire tour of duty to permit such employee to demonstrate the level of knowledge and competence that he has acquired.
3. When an employee in training assumes control of

the locomotive and/or train, under the provisions of this Section C, it is understood that the supervisor assumes responsibility. The responsibility of the regular locomotive engineer will then be confined in the observance of operating rules, timetable special instructions and related regulations.

D. Trainer Allowance to Locomotive Engineer

A Locomotive Engineer who during a tour of duty is required to assist in the training as outlined in this addendum or 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:

	Jan. 1/01	Jan. 1/02	Jan. 1/03
Locomotive Engineers in a yard/non-extended run operation	29.12	29.70	30.29
Locomotive Engineers in extended run territory	39.41	40.20	41.00

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 engineers' working list rides the locomotive in the performance of his duties, such employee will perform the duties required of him as a member of the train crew and will assist the locomotive engineer in engine service duties as required.
2. It is expected that locomotive engineers will, at their

discretion, permit engine service brakemen to operate the locomotive and/or grain during the tour of duty to maintain and further improve their level of skill and competence. In such circumstances, the locomotive engineer will have his responsibilities relaxed to the extent that he will not be held responsible for rough handling or damaged drawbars; he will, however, continue to be held responsible for the observance of operating rules, timetable special instructions and related regulations.

Signed at Edmonton, Alberta this 26th day of February, 1974.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

(Sgd) W.S. Mason
For Vice-President
Labour Relations

(Sgd) A.J. Speare
General Chairman

Addendum No. 21

SECOND EMPLOYEE IN THE CAB

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, February 26, 1974

Mr. A.R. Williams, Vice-President, Winnipeg
Mr. J.H. Spicer, Vice-President, Edmonton
Mr. K.E. Hunt, Vice-President, Montreal

As the result of discussions with the General Chairman 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 a conventional passenger train 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 all previous letters on the application of the policy.

1. Effective March 22, 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".
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 the Memorandum of Agreement attached hereto.
3. When a second locomotive engineer from the locomotive engineers' working list is not available an employee who does not have seniority as a fireman/helper but is a qualified locomotive engineer not working as such may be used, and when so used, he will be governed by the terms and conditions of the attached Memorandum of Agreement.*

4. When an employee specified in Items 1 and 3 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) W.S. Mason
for Assistant Vice-President
Labour Relations

cc: Mr. A.J. Speare
General Chairman
B.L.E.
Edmonton, Alberta

Addendum No. 22

SECOND EMPLOYEE IN THE CAB

**CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions
excluding the Great Slave Lake Branch**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED that, effective January 22, 1986, the Memorandum of Agreement signed at Edmonton, Alberta, February 26, 1974, and identified as Addendum No. 22 to Agreement 1.2, is hereby cancelled.

IT IS FURTHER AGREED that, effective January 22, 1986, the following conditions will apply with respect to the use of employees as the "second 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) Except for passenger extras, 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 provision of paragraphs 1 (a) and (b) of this Item 1 will apply only until such times as the vacancy is filled on an assigned basis as provided in the collective agreement.
 - (d) Locomotive engineers assigned to pool service will be called on a first-in first-out basis as second employee in the cab on passenger extras.
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 Item 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, and who is not assigned to the locomotive engineers' working list, 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.

SECTION C

1. All mileage earned by locomotive engineers in the application of paragraphs (a) or (b) of Item 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 8th day of January, 1986.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

(Sgd) J.W. Konkin
General Chairman

(Refer Letter March 6, 1974 Re: Five Employees Preference - Addendum No. 25)

Addendum No. 23

TWO LOCOMOTIVE ENGINEERS ON AUXILIARY

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, February 26, 1974

Mr. A.J. Speare
General Chairman
Brotherhood of
Locomotive Engineers
Edmonton, Alberta

Dear Mr. Speare:

This refers to our discussions during meetings held in Edmonton, Alberta during the week of July 11, 1973.

During our discussions you were informed that the Company recognized that it was desirable in circumstances where an auxiliary crew would be working for extended periods of time to have two qualified locomotive engineers available. As you know, the practice does exist on many territories. When the tour of duty is predictably long and no fireman/helper is available, Supervisors exercise their judgment to call a second qualified locomotive engineer.

This same practice has been applied to work train service where a continuous operation was required such as Spino Rail Grinding operation. The practice will continue.

(Sgd) W.S. Mason
for Assistant Vice-President
Labour Relations

Addendum No. 24

REPORTS ON LOCOMOTIVE ENGINEER TRAINEES

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, February 26, 1974

Mr. J.H. Spicer
Vice-President
Edmonton, Alberta

Mr. A.R. Williams
Vice-President
Winnipeg, Manitoba

One of the proposals served on the Company by the Brotherhood of Locomotive Engineers in recent contract negotiations was that a photostatic copy of all progress reports on employees in training as locomotive engineers be submitted to the General Chairman.

During negotiations this demand was withdrawn by the Brotherhood on the basis of a Company commitment which would permit the General Chairman to review and discuss such individual progress reports with the appropriate Company Officer - either the District Manager, Regional Master Mechanic, or their delegates.

Would you therefore please ensure that full cooperation is extended to the General Chairman in applying this commitment.

(Sgd) J.L. Cann

for Assistant Vice-President
Operations and Maintenance

cc: Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Addendum No. 25

**FIVE EMPLOYEES PREFERENCE AS SECOND MAN
IN THE CAB**

**CANADIAN NATIONAL RAILWAYS
Personnel and Labour Relations**

Montreal, March 6, 1974

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Suite 202
12418-118th Avenue
Edmonton, Alberta

Dear Mr. Speare:

This will confirm our recent discussion that effective March 22, 1974, the Letter of Understanding dated November 24, 1972, dealing with the utilization of the under-noted locomotive engineers as the "second employee in the cab" under certain circumstances, will be cancelled and the following will apply in lieu thereof:

Each of the under-mentioned employees holds locomotive engineer's seniority on either the seventh or the ninth seniority district, but does not hold seniority as a fireman/helper:

J. Chumm	C.C. McQueen
T. VanGunst	R.J. Hardin
A.K. Rayment	

It is understood that, notwithstanding the Company letter of February 26, 1974, which provides for the use of locomotive engineers from the locomotive engineers' working list as the "second employee in the cab", if when a "second employee in the cab" is required and there is no fireman/helper available, one of the above-named employees when not set up on the locomotive engineers' working list will, if available, be used in preference to a locomotive engineer from the locomotive engineers' working list.

Will you please signify your agreement to the foregoing by

signing the attached copies of this letter in the space provided.

Yours truly,
(Sgd) W.S. Mason
for Assistant Vice-President
Labour Relations

I AGREE:
(Sgd) A.J. Speare
General Chairman

(List Revised February, 1977)

Addendum No. 26

VACATION PAY CALCULATION

21 August 1974

Mr. D.E. McAvoy	Mr. J.B. Adair
General Chairman	General Chairman
Brotherhood of Locomotive	Brotherhood of Locomotive
Engineers	Engineers
Montreal, Quebec	St. Thomas, Ontario

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Gentlemen:

As you are aware, the calculation of compensation for vacation purposes is based on a percentage of the gross wages of an employee during the preceding calendar year, i.e., the period from January 1, to December 31 inclusive.

For purposes of reporting T-4 earnings in respect of employees, the calendar year has been defined as the dates encompassed by the regular 26 payroll periods. As an example, in 1974, the calendar year in respect of T-4 slips will reflect earnings from December 28, 1973 to December 26, 1974 inclusive.

The difference between earnings as reported on T-4 slips and the earnings used for calculating vacation pay has been a source of confusion over the years. We are proposing therefore that, effective January 1, 1975, the calendar year's earnings for purposes of calculating vacation pay reflect gross wages reported on T-4 slips as "Total Earnings Before Deductions Less Taxable Allowances and Benefits". We believe this would benefit employees in that they will be able readily to project their vacation pay entitlement. It will at the same time reduce the administrative burden on the Company.

If this arrangement is satisfactory to you, please indicate your concurrence by signing in the space provided below.

Initially, all copies of this letter will be sent to Mr. McAvoy. Would he please sign and forward them to Mr. Adair for his signature. Would Mr. Adair then sign the copies and forward them to Mr. Speare for his signature.

Once all the copies have been completed, would Mr. Speare please return one copy each to Messrs. McAvoy and Adair, retaining one copy for his file and sending the remaining two copies to this office.

Yours truly,

(Sgd) S.T. Cooke
Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) D.E. McAvoy
General Chairman

I CONCUR:

(Sgd) J.B. Adair
General Chairman

I CONCUR:

(Sgd) A.J. Speare
General Chairman

Addendum No. 27

KAMSACK TO CANORA TRANSFER

**CANADIAN NATIONAL RAILWAYS
Prairie Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to terms and conditions applicable to Locomotive Engineers when the main (home) terminal to which assigned is transferred from Kamsack to Canora, Saskatchewan.

IT IS AGREED:

SECTION 1

- (a)** Those Locomotive Engineers listed in Appendix "A", who work out of Kamsack, Saskatchewan as of July 1, 1974; who maintain a residence at that point; and are qualified under *1 Article 110 of Agreement 1.2, will be personally interviewed to explain the provisions of this agreement and establish his option under Section 2 hereof.
- (b)** To this end the following procedures will apply:
1. An interview will be conducted by a Company Officer and a General Chairman, or his representative;
 2. After the interview or within thirty calendar days thereof, such Locomotive Engineer will advise the proper officer of the Company and the General Chairman in writing of his choice of option as listed in Section 2 hereof;
 3. Such Locomotive Engineers failing to advise his option within the required thirty calendar days will be considered as opting for the relocation benefits provided for under *2 Articles 110.2 and 110.3 of Agreement 1.2.

SECTION 2

- (a)** The following options will apply:
1. A qualified employee may elect to relocate to Canora, Saskatchewan, in which case he would be entitled to the relocation benefits provided for in *2 Articles 110.2 and 110.3 of the collective agreement; or
 2. May continue to live in Kamsack and work out of Canora when the work is transferred to Canora, in which case he would, as settlement of all claims against the Company claim a lump sum payment of \$5,250.00; or
 3. Exercise his seniority pursuant to the applicable collective agreement provisions, in which case he would be entitled to the relocation benefits provided for in *2 Articles 110.2 and 110.3 of the collective agreement.
- (b)** Upon election and receipt of the benefits provided in Paragraph (a) of this Section, Locomotive Engineers will not be entitled to any further benefits under *2 Articles 110.2 and 110.3 of the collective agreement. This will apply to this move only.

SECTION 3

Conditions applicable to Locomotive Engineers operating freight trains between Canora and The Pas without change of crews at Hudson Bay:

- (a)** Locomotive Engineers may be so operated between Canora and The Pas through Hudson Bay;
- (b)** All freight traffic handled between Canora and The Pas on a run-through basis of Hudson Bay will be handled by Locomotive Engineers home terminalled at Canora;
- (c)** Locomotive Engineers in freight service operating through Hudson Bay on a run-through basis, will be paid under the provisions of Agreement 1.2.

SECTION 4

- (a) A Zenith telephone connection will be installed at the expense of the Company to provide toll-free telephone service to the crew calling facility at Canora for those qualified Locomotive Engineers who elect to live in Kamsack and work out of Canora.
- (b) The Company will give the General Chairman notice in writing no less than thirty calendar days prior to the transfer of work from Kamsack to Canora.

SECTION 5

- (a) This Memorandum of Agreement is pursuant to *1 Article 110 of Agreement 1.2 and is in full and final settlement of all matters pertaining to the transfer of work from Kamsack to Canora, Saskatchewan.
- (b) The Union Representative(s) signatories hereto will recommend acceptance of this Agreement to the Locomotive Engineers concerned and also undertake to notify the Company within thirty calendar days from the date of signing of this Agreement of their acceptance or rejection of the terms and conditions of this Agreement.

Signed at Winnipeg, Manitoba this 18th day of November, 1974.

FOR THE COMPANY:	FOR THE BROTHERHOOD:
(Sgd) J.D. Hedley	(Sgd) A.J. Speare
for A.R. Williams	General Chairman
Vice-President	
Prairie Region	

(Sgd) W.S. Mason
for Vice-President
Personnel and Labour Relations

APPENDIX "A"

Falkiner, R.M.
Moore, C.T.
Marquardt, R.
Fisher, F.B.
Koroluk, M.
Belovanoff, F.
Supena, W.W.

Koenigbaur, R.O.
Malayney, N.
Percy, J.R.
Rabczak, J.J.
Hovorka, D.D.
Kazakoff, M.

*1 Now Article 89 in current agreement

*2 Now Article 89.2 and 89.3 in current agreement

Addendum No. 27A

KAMSACK TO CANORA TRANSFER

Winnipeg, Man., November 18, 1974

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
202-12418-118th Avenue
Edmonton, Alberta
T5L 2K4

Dear Mr. Speare:

Reference your letter dated 4 November, 1974 requesting a written understanding of who mans each particular subdivision in connection with the Kamsack-Canora transfer.

It is agreed that with the implementation of the above transfer the manning of Subdivisions will apply as outlined below:

Dauphin

(1) With the exception of work on the Rhein Subdivision, all traffic between Dauphin and Canora will be handled by Locomotive Engineers home terminalled at Dauphin.

Canora

(1) All traffic on the Margo Subdivision between Canora and Humboldt will be handled by Locomotive Engineers home terminalled at Canora.

(2) All trains handled on the Turnberry and Assiniboine Subdivisions, between The Pas and Canora, including Hudson Bay Yard, will be handled by Locomotive Engineers home terminalled at Canora.

It is understood that emergency conditions will not preclude the use of Locomotive Engineers on Subdivisions other than the ones to which assigned.

Will you please signify your agreement to the following by signing the attached copies of this letter in the space provided.

Yours truly,

(Sgd) J.D. Hedley
for A.R. Williams
Vice-President

I AGREE:

(Sgd) A.J. Speare
General Chairman

Addendum No. 28

**DECLARING HOME STATIONS FOR
E.S.B.'S ON COMPLETION OF TRAINING**

Montreal, Quebec
July 9, 1975

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Suite 202
12418 - 118th Avenue
Edmonton, Alberta

Dear Mr. Speare:

This has reference to our exchange of correspondence and telephone discussions on Thursday, July 3, 1975 concerning the question of how an employee who successfully completes the locomotive engineer training program establishes a home station as locomotive engineer. Agreement 1.2 generally provides how a locomotive engineer changes his home station but is silent in regard to establishing a home station.

As discussed on July 3, we are prepared to agree that effective August 1, 1975 an employee who successfully completes the locomotive engineer training program will declare a home station as locomotive engineer for promotion and recall purposes as follows:

1. Except as otherwise provided in Items 2 or 3 below, the home station as locomotive engineer for a newly-qualified locomotive engineer will be the station last worked in train service, immediately prior to selection to the training program.
2. A student from a location which has a surplus of locomotive engineers will be permitted to declare as his home station a station where there is a shortage of locomotive engineers.

3. A student who, when selected, was working temporarily out of a station other than his regular station or where his family resides will be permitted to declare as his home station his regular station or where his family resides.

It is understood, of course, that in the application of the foregoing the station to which the employee declares must be a home station on the seniority district for locomotive engineers on which such employee has established seniority as locomotive engineer.

When selecting a home station as locomotive engineer the employee will make such declaration in writing with a copy to the local chairman of the B.L.E. and the local 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 and return them to this office for completion by the Company.

For your information, an identical letter of understanding to this one is being forwarded to Messrs. J.B. Adair and D.E. McAvoy for their signature if they concur.

Yours truly,

(Sgd) W. Mason
Manager
Labour Relations

I CONCUR:

(Sgd) A.J. Speare
General Chairman

Addendum No. 29

**SWITCHING AQUITAINE GRIZZLY SULPHUR
AND ALWINSAL MINES SPURS**

R8301-02-44 R8380-5

September 2, 1976

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
202-12418-118 Avenue
Edmonton, Alberta
T5L 2K4

Dear Mr. Speare:

In response to the Brotherhood's request during the recently concluded negotiations for a change in the method of compensating locomotive engineers who are required to switch industrial spurs, the Company indicated they were prepared to write to you regarding payment for three spurs of extraordinary length located on the Prairie and Mountain Regions.

Accordingly, because of the length of the industrial trackage on the Brazeau subdivision which is commonly known as the Aquitaine Spur (27 miles); on the Sangudo subdivision which is commonly known as the Grizzly Sulphur Spur (14.6 miles); and on the Watrous subdivision which is commonly known as the Alwinal Mines Spur (16.7 miles); and notwithstanding the provisions of Article 18, the Company is prepared to compensate movements undertaken on this trackage on the basis of actual miles plus detention and switching at the turnaround point. Such time will not be used to make up the basic day but will be deducted when computing overtime.

Please signify your concurrence by signing this letter in the space provided.

Yours truly,

(Sgd) L.H.B. Goodin
for Vice-President
Prairie Region

(Sgd) J.W. Peacock
for Vice-President
Mountain Region

I CONCUR:

(Sgd) A.J. Speare
General Chairman

Addendum No. 30

**PARTICIPATION OF LOCOMOTIVE ENGINEERS
IN THE TRAINING OF STUDENTS**

April 18, 1977

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive
Engineers
P.O. Box 208
St. Thomas, Ontario
N5P 3T7

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive
Engineers
1255 Phillips Place Rm 209
Montreal, Quebec
H3B 3G1

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Suite 202
12418-118th Avenue
Edmonton, Alberta
T5L 2K4

Gentlemen:

During the national negotiations between the 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 dosed 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 engineers and as additions to the locomotive engineers' working list at each home station, the local chairman of the B.L.E. and a Transportation Officer will identify the number of

senior engine service brakemen who will receive refresher training as follows:

- (a)** An engine service brakeman subject to work in road service who has not had a round trip either as a road locomotive engineer or as an engine service brakeman in a previous period of between 6 to 8 months will be given at least one refresher road trip as a student locomotive engineer with a regular locomotive engineer before being used as a road locomotive engineer;
- (b)** The regular locomotive engineer will be entitled to the trainer allowance with the same conditions of responsibility as when training a student locomotive engineer before qualification;
- (c)** An engine service brakeman who has not had a road trip as either a locomotive engineer or engine service brakeman in the previous 8 months may be used as a road locomotive engineer when accompanied by a Master Mechanic and the trip will be identified as fulfilling the refresher procedure outlined therein.

3. Brotherhood involvement in the selection process of students

During our discussions, you expressed a serious interest in achieving some method which would permit discussion with local 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 supervisor.

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 District Manager, Regional Master Mechanic or their respective delegates.

6. Rate differential between locomotive engineers with a seniority date of January 1, 1974, and locomotive engineers with a seniority date subsequent thereto

On several occasions during our meetings, you expressed the concern of some of your membership who while acting as "second employees" in the cab of a diesel locomotive on a conventional passenger train were paid the minimum service rate applicable to locomotive engineers in passenger service rather than the applicable operating 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 incharge 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 incharge employee and the "second employee".

7. Clarification of certain aspects of the agreement with respect to the training and qualifications of employees in training to be a locomotive engineer.

During several of our meetings, you expressed concern that at least two aspects of the training agreements required clarification to ensure that the intent of the parties when signing the original training agreement was clearly defined.

The Company had no difficulty in understanding your concerns in these areas. However, because it is possible some employees will view the changes, which are made to simply clarify the agreement, as significant changes in the basic principles of the training agreement as accepted by the parties, the 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 cents per mile to each pay mile in excess thereof. In the application of this allowance, overtime miles will be converted to straight time miles to determine straight time pay miles.

We trust that the foregoing adequately reflects our discussions on the main areas of concern of both the Brotherhood and the 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

bcc: Mr. R.A. Walker, Chief of Transportation, Montreal
Mr. D.W. Blair, Vice-President, Moncton
Mr. C.F. Armstrong, Vice-President, Edmonton
Mr. F.J. Hansen, Vice-President, Winnipeg
Mr. Y.H. Masse, Vice-President, Montreal
Mr. A.R. Williams, Vice-President, Toronto

Addendum No. 31

**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 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 *1 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.

* Now Articles 4 and 5

*1 Now Article 11

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 Chairman 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 approved 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.

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 brake.

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 reverse handle with throttle in idle and selector lever in "off" position; open generator field switch.
 3. Apply hand brake; block wheels if necessary.

4. If required by special instruction start standby heater, check that steam generating system is operating as required; check water supply.
5. Complete report 538-D.
6. Turn off lights, close doors and windows.

B. Engines not Running

1. Open all circuit breakers and switches.
2. Release air brakes and apply hand brake; block wheels if necessary.
3. If required by special instruction start standby heater, check that steam generating system is operating as required; check water supply.
4. Complete report 538-D.
5. Close doors and windows.

BEFORE LEAVING AN ELECTRIC LOCOMOTIVE WHERE SHOP STAFF IS NOT AVAILABLE

1. Each unit is to be shut down with pantograph(s) in lowered position.
2. Open all circuit breakers and switches.
3. Release air brakes and apply hand brakes; block wheels if necessary.
4. Complete report 538-D.
5. Close windows and doors.

BEFORE LEAVING SELF-PROPELLED CAR(S) OR MULTIPLE CAR(S) AT A MAINTENANCE POINT

1. Complete report 538-D.
2. Ensure that air brake is in full application position.
3. Remove the reverser handle. On self-propelled cars leave master plug inserted or master control breaker on; on multiple unit cars leave control switch off.
4. Apply hand brakes.

BEFORE LEAVING SELF-PROPELLED CAR(S) AT A RUN-THROUGH POINT

1. Complete report 538-D.

BEFORE LEAVING SELF-PROPELLED CAR(S) WHERE SHOP STAFF IS NOT AVAILABLE

A. Engine Running

1. Ensure that air brake is in full application position.
2. Remove throttle and reverser handle, leaving master plus inserted or master control breaker on.
3. Complete report 538-D.
4. Apply hand brakes; block wheels if necessary.
5. Turn off lights, close doors and windows in controlling end.

B. Engines Not Running

1. Apply hand brakes and release air brakes; block wheels if necessary.
2. Remove throttle lever, reverser handle, air brake handle, and master plus or place master control breaker off.
3. Complete report 538-D.

4. Open all circuit breakers at the switch locker, and open the main battery switch.
5. Close doors and windows in controlling end.

BEFORE LEAVING MULTIPLE UNIT CAR(S) WHERE SHOP STAFF IS NOT AVAILABLE

1. Units are to be shut down with pantograph(s) in lowered position.
2. Apply hand brakes and release air brakes; block wheels if necessary.
3. Remove throttle lever, reverser handle and air brake handle.
4. Complete report 538-D.
5. Close doors and windows in controlling end.

Protection of Locomotives Against Unauthorized Movement When Left Unattended

In addition to those duties listed in this Section B locomotive engineers are required in the protection of engines against unauthorized movement and before leaving engines at locations where adequate surveillance is not available, to lock the cab doors.

Where the door lock will not function, remove reverser lever and leave it with a designated employee or at a designated place to be specified by local supervision. The procedure where engines must be left running at faster than idling speed and door locks do not function, will be governed by local instructions.

There have been several instances since the issuance of the System Bulletin in April 1962 where locomotive engineers have questioned the type of duties required of them on the basis that the duties differed from those listed and reproduced in this Section B. The claims or protests which have been reviewed came within two categories.

1. If duties which a locomotive engineer is required to perform when taking charge of or releasing an engine are not clearly delineated in the System Bulletin, additional time over and above the 10 or 15-minute 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 other 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.

The foregoing is intended to consolidate and reflect, but not alter the following original documents which, although removed from this collective agreement, will nevertheless remain a matter of record in case of disputes concerning the application thereof:

1. Letter dated 2 April 1962 to Mr. O.J. Travers, Assistant Grand Chief Engineer from Mr. N.J. MacMillan, Executive Vice-President.
2. Letter dated 2 April 1962 to Canadian National Vice-Presidents from Mr. N.J. MacMillan, Executive Vice-President.
3. Bulletin to Engineer Bulletin Book, Canadian Lines, dated 2 April 1962 from office of Executive Vice-President.
4. Letter dated 13 February 1974 to Canadian National Vice-Presidents from Mr. J.L. Cann for Vice-President Operations and Maintenance.
5. Letter dated 1 June 1967 to Canadian National General Managers from Mr. J.H. Spicer, Assistant Vice-President.
6. Letter dated 20 July 1967 to Canadian National Vice-Presidents from Mr. J.H. Spicer, Assistant Vice-President.
7. Letter dated 4 August 1967 to Canadian National Vice-Presidents from Assistant Vice-President, Labour Relations.
8. Letter dated 4 August 1967 to Canadian National Vice-Presidents from Mr. J.H. Spicer, Assistant Vice-President.
9. Letter dated 29 August 1967 to B.L.E. and U.T.U. General Chairman from E.K. House.
10. Letter dated 19 March 1968 to Canadian National Vice-Presidents from Mr. W.C. Bowra, System Vice-President.
11. Bulletin issued to locomotive engineer, Canadian Lines dated 19 March 1968 from System Headquarters.

Addendum No. 32

**Rates of Pay and Working Conditions
Great Slave Lake Branch**

**CANADIAN NATIONAL RAILWAY COMPANY
Mountain Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Mountain Region, and the Brotherhood of Locomotive Engineers concerning the rates of pay and working conditions covering Locomotive Engineers on the Tenth Seniority District (Great Slave Lake Branch).

EFFECTIVE OCTOBER 29th, 1978:

IT IS AGREED THAT THE Memorandum of Agreement between the parties signatory thereto signed at Edmonton, Alberta, on the 26th day of February, 1974, is cancelled.

IT IS FURTHER AGREED that the Collective Agreement governing Locomotive Engineers on the Prairie and Mountain Regions, Seventh and Ninth Seniority Districts, will apply to Locomotive Engineers on the Tenth Seniority District (Great Slave Lake Branch) with the following exceptions:

SECTION 1 - ROAD SERVICE

1. Rates of pay are the graduated rates for lines West of Edmonton.
2. Articles 33 and 34 are deleted.
3. Add as GSL Article 1 - Manning of Work Train Service.

GSL 1.1 Locomotive engineers on the seniority district will be eligible to bid on work train assignments. A successful applicant shall remain on the assignment for 6 months regardless of a subsequent 15th June change, unless able to bid in a service he could not hold when taking work train or until he gives 7 days' notice by wire or in writing of his desire to vacate the assignment. A locomotive engineer will only be permitted to vacate the assignment when

relief is available and only on an adjustment date. Where no applications are received, the assignment will be operated on first-in, first-out basis from the spare board at the home station from which the assignment commences.

GSL 1.2 All work trains of 10 days or more will, if possible, be bulletined 10 days in advance to the seniority district and senior men applying will be assigned. When awarded assignment is discontinued, locomotive engineers affected shall have choice of service according to seniority and rules governing same at their original home station.

GSL 1.3 When 2 or more work trains are working at the same point, the senior locomotive engineers will have choice of assignment. When a work train assignment does not go on within 30 calendar days from the close of the bulletin, it will be rebulletined.

GSL 1.4 Except as provided in paragraphs GSL 1.1, 1.2 and 1.3, a locomotive engineer will remain in work train service for a period of 6 months unless otherwise assigned by subsequent bulletin, or unless he has given 7 days' notice to vacate assignment. In such circumstances no deadheading will be paid to a locomotive engineer who performs relief on the assignment or who subsequently takes the assignment.

SECTION 3 - GENERAL

4. Article 56 is deleted and the following is substituted therefor as GSL Article 2 - Seniority

GSL 2.1 The Tenth Seniority District shall comprise all lines, branches and terminals of the Great Slave Lake Branch, North of Roma Jct., Alberta, up to and including the Hay River Yard at Hay River, Northwest Territories.

GSL 2.2 Locomotive engineers who transfer from other

seniority districts to the Great Slave Lake Branch will, when they establish seniority on Seniority District No. 10, forfeit their seniority on their former district.

- GSL 2.3** The seniority date of a locomotive engineer hired in keeping with Company requirements and regulations shall be the date of his first service as a locomotive engineer on the Tenth Seniority District.
- GSL 2.4** A qualified locomotive engineer will be promoted to the seniority list of locomotive engineers on January 1, of the year following the year during which qualified, and shall hold their relative standing in the group with which qualified. Relative standing under this provision shall be based on the employee's last date of entry into service.
- GSL 2.5** Once the seniority date of a locomotive engineer has been established in accordance with regulations, such date shall be posted and if not challenged within 60 days after such posting, no protest against such date shall afterwards be heard.
- GSL 2.6** Seniority lists of locomotive engineers will be posted on all locomotive engineers' bulletin boards not later than February 1st of each year.
- GSL 2.7** When locomotive engineers are laid off on account of reduction in traffic, they will retain all seniority rights provided they return to service within 30 days from the date their services are required.
- GSL 2.8** The seniority standing of discharged locomotive engineers who are subsequently re-employed, will be decided by mutual agreement between the proper Officers of the Company and the General Chairman.
- GSL 2.9** Locomotive engineers transferring from

Operating Department to Construction Department will hold their original date on seniority list.

5. Article 58 is deleted and the following is substituted therefor as GSL Article 3 - Transfers Between Home Stations.

GSL 3.1 Locomotive engineers who are unable to hold work out of their home station will be permitted to exercise their seniority and move to another home station of their choice on the seniority district. Locomotive engineers unable to hold switch engines out of their home station may also move to another home station to that class of service.

GSL 3.2 Locomotive engineers on the seniority district shall have the right to move to the home station of their choice, seniority permitting on June 15.

GSL 3.3 When locomotive engineers move under the provisions of this Article, they will be considered as being transferred and assigned to the home station they move to.

GSL 3.4 When locomotive engineers transfer the Company will furnish free transportation for their families and household goods.

GSL 3.5 The Company shall not be put to any additional expense on the application of this article.

6. Article 59 is deleted and the following is substituted therefor as GSL Article 4 - Protecting Service

Promotion to Locomotive Engineers Working List at home station

GSL 4.1 When an additional locomotive engineer is required, the senior locomotive engineer not working as such at that home station will be promoted to the locomotive engineers' working list.

Overcoming a Shortage of Locomotive Engineers at Home Stations by Bulletins

GSL 4.2 At any time when the Company can foresee that locomotive engineers will be required to move from one terminal to another terminal in order to avoid a shortage of locomotive engineers developing at a terminal the Company may, in advance of actual requirements, including in advance of June 15, bulletin for 7 days' to the seniority district for applications from locomotive engineers who are prepared to proceed to the home stations requiring additional locomotive engineers on an if and when required basis.

GSL 4.3 A locomotive engineer on leave of absence, or on vacation with pay during the period of bulletin, will be permitted to make application when he reports for duty.

GSL 4.4 A successful applicant, providing his absence will not create a shortage of locomotive engineers at his own home station, will be required to respond when advised and must report at the point where the shortage exists as soon as practicable.

GSL 4.5 A successful applicant will not be subject to recall to his home station unless it would otherwise require the movement of a locomotive engineer from another home station to the successful applicant's home station. Otherwise, he will remain at that point as long as the shortage exists or until June 15, whichever occurs first. In either case, he will be returned to his originating home station.

GSL 4.6 If released prior to June 15, such release will be in reverse order of seniority. Locomotive engineers released prior to June 15 will be subject to recall to the point from which released in seniority order to protect locomotive engineers' positions until June 15.

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

GSL 4.7 The Junior locomotive engineer not working as such on the seniority district will be required to respond when advised and must report as soon as practicable at the station where locomotive engineers are required. Such locomotive engineer to have the privilege of taking either a temporary or permanent clearance. A locomotive engineer who elects to take a temporary clearance shall remain at the point where locomotive engineers are required as long as the shortage exists or until June 15, or until recalled as a locomotive engineer to his home station, whichever occurs first. If released, not including recall, prior to June 15 the senior locomotive engineer required to move under this paragraph will be released. In either case, he will be returned to his originating home station.

GSL 4.8 When the junior locomotive engineer not working as such is not available to move within a reasonable time as required by paragraph 4.7, 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.

GSL 4.9 In the application of paragraphs 4.2 to 4.7, locomotive engineers who have moved to a home station to overcome a shortage of locomotive engineers will be permitted to exercise their seniority in order to overcome a shortage of locomotive engineers which may subsequently exist at another home station.

GSL 4.10 If a locomotive engineer is released at June 15 under paragraphs 4.2 to 4.9, or prior to June 15 when recalled under paragraph 4.7, such release will not be effective until a replacement locomotive engineer is available.

GSL 4.11 Locomotive Engineers who protect service in keeping with paragraphs 4.2 to 4.7 above 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 freight rates for miles up to 200 and at one-half minimum freight rates for miles in excess thereof. This paragraph does not apply to locomotive engineers exercising seniority under paragraph 4.9.

GSL 4.12 Locomotive Engineers who protect service in keeping with paragraphs 4.2 or 4.7 will be allowed \$7.50 per day for meals where such are not provided by the Company or at Company expense. The allowance will be paid for each calendar day such locomotive engineer works or is available for work at or out of the point where the shortage exists provided such point is not his normal place of residence. This paragraph does not apply to locomotive engineers exercising seniority under paragraph 4.9.

GSL 4.13 The payment of the \$7.50 per day allowance shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists in the application of paragraph 4.14.

GSL 4.14 A locomotive engineer who protects service in keeping with the provisions of this Article will be governed as follows:

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

GSL 4.15 Locomotive Engineers loaned from one seniority district to another will remain as long as the shortage exists or for a period of one year, whichever is the shortest period. In either case, they will be returned or properly transferred, locomotive engineers to take the initiative. If transferred, their seniority standing will be the date of their first service as locomotive engineer on the seniority district to which transferred.

7. Article 60 is deleted and the following is substituted therefor as GSL Article 5 - Terminals

GSL 5.1 The following stations on the Tenth Seniority District constitute terminals within the meaning of the term and may be eliminated or added to by giving the General Chairman 30 days' notice in writing and bulletining same on the district:

Hay River
High Level
Roma Jct.

8. Paragraphs 62.7 to 62.10 inclusive of Article 62 are deleted.

9. Article 64 is deleted and the following is substituted therefor as GSL Article 6 - Mileage Regulations.

GSL 6.1 When it becomes necessary to reduce the number of locomotive engineers on the locomotive engineers' working lists it shall be in reverse order of seniority.

GSL 6.2 In the regulations of engineers' working lists, a sufficient number of engineers will be set up to keep the mileage within the limitations of 3,800 and 4,300 miles per months.

GSL 6.3 In the regulation of boards and in booking individual mileage under the provisions of this Article preparatory time, inspection time and time paid for at straight or punitive rates will be calculated at 12.5 miles per hour in all classes of service.

GSL 6.4 Mileage paid under the provisions of Article 66 - Called and Cancelled, Article 30 - held At Away From Home Terminal, paragraph 32.2 of Article 32, and paragraph 62.2 of Article 62 - Run-Around will not be included in computing total accumulated mileage of individual locomotive engineers.

GSL 6.5 The following figures are to be used when adjusting boards on a seven-day basis -

Locomotive Engineers	Minimum	Maximum
Spare Board	887	1003

GSL 6.6 When it is found, on an adjustment date, that the average for the previous checking period is greater than the maximum or less than the minimum sufficient locomotive engineers will be placed on the spare board to bring the average as close as possible to 4300 miles but not less than that figure.

GSL 6.7 The Local Committee of the Brotherhood of Locomotive Engineers, with the appropriate officer of the Company will arrange starting dates for the mileage months of all locomotive engineers at their respective terminals.

GSL 6.8 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. When a locomotive engineer has made the maximum mileage for his working month, he will advise the appropriate officer of the Company, in order that relief may be arranged.

GSL 6.9 Arrangements for keeping record of the mileage of locomotive engineers will be made between the appropriate Company officer and the Locomotive Engineers' Committee and all locomotive engineers will be required upon the completion of each trip to register in ink the total mileage made from their starting date in their respective working month, including excess mileage or days referred to in paragraph 6.10 made in his previous month.

GSL 6.10 If any locomotive engineer exceeds his maximum miles or days in any working month, such excess will be charged to his mileage or

days in his following working month; this not to apply to men who are required to exceed their maximum due to a shortage of locomotive engineers.

GSL 6.11 Locomotive engineers who fail to book their correct mileage will not be called for service until such time as they comply with paragraph 6.9, unless other locomotive engineers are not available.

GSL 6.12 Except in emergency, a locomotive engineer going out when he has already exceeded his maximum mileage limitation will be penalized by the loss of 2 calendar days beyond his normal starting date for each 100 miles or major portion thereof made in excess of the maximum. The Company is not to be put to any additional expense for deadheading or otherwise by the application of this paragraph.

GSL 6.13 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 him to arrange for relief when their maximum monthly mileage is reached.

GSL 6.14 When calculating the average spare miles for a period, miles made by emergency men will be included.

GSL 6.15 When agreed between the appropriate local officer of the Company and the local chairman:

- (a) miles which are not likely to be repeated in the succeeding mileage period will be deducted from the totals of the spareboard; and

- (b) miles occasioned by an unusual number of locomotive engineers not being available during the previous checking period will be deducted from the total of the spareboard.
- (c) In the application of this paragraph, deduction should be made before calculating the average of the spareboard and footnote made at the bottom of Form 550, explaining the number of miles deducted and the reason therefore.

This paragraph is not applicable when it would result in locomotive engineers being reduced.

NOTE: In the application of paragraph 6.15 where the appropriate local officer of the Company and the local chairman are unable to reach agreement the matter may be referred to the General Chairman and the appropriate officer of the Company.

GSL 6.16 The Company will furnish the necessary cooperation and information to ensure the successful application of these regulations. The Company is not to be put to any additional expense for deadheading or otherwise by the application of this Article.

10. Article 68 is deleted.

11. Paragraph 71.2 of Article 71 and Paragraph 75.2 of Article 75 are deleted and the following is substituted therefor:

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 12-1/2 miles per hour at minimum freight rates.

12. Paragraph 71.3 of Article 71 and Paragraph 75.3 of Article 75 are deleted and the following is substituted therefor:

Locomotive engineers in unassigned service 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 12-1/2 miles per hour at minimum freight rates, and 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.

13. This Memorandum of Agreement supersedes all previous agreements, rulings, practices and interpretations which are in conflict with it.

Signed at Edmonton, Alberta, this 23rd day of October, 1978.

FOR THE COMPANY:	FOR THE BROTHERHOOD:
(Sgd) M. Scott	(Sgd) A.J. Speare
For: Vice-President	General Chairman
Mountain Region	

(Sgd) D.C. Fraleigh
For: Assistant Vice-President
Labour Relations

Addendum No. 32A

**Consolidation of 9th and 10th Seniority Districts
Great Slave Lake Branch**

MEMORANDUM OF AGREEMENT

Between

**CANADIAN NATIONAL RAILWAY COMPANY
Mountain Region**

AND

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED THAT: effective with the date this Memorandum of Agreement is signed, the 9th Seniority District and the 10th Seniority District will be combined into one consolidated Seniority District known as the 9th Seniority District.

For the purpose of this Memorandum of Agreement, Agreement 1.2 and the Great Slave Lake Memorandum of Agreement effective 29 October 1978 (HERE AFTER KNOWN AS THE G.S.L. AGREEMENT) are revised as follows:

1. Effective with the signing of this Memorandum of Agreement, those employees who maintain seniority rights as Locomotive Engineers on the 10th Seniority District list shall have their names placed in same order at the bottom of the 9th Seniority District list.
2. Locomotive Engineers who hold seniority on the former 10th Seniority District or employees who subsequently qualify for seniority under the terms of item 3 of this Memorandum of Agreement shall have the notation FMR10 placed beside their names on the consolidated 9th District Seniority List. Employees who have such Notation placed beside their names shall be allotted preference rights for all work on the former 10th Seniority District.
3. Concurrent with the effective date of this Memorandum of Agreement, employees from either the 9th or 10th Seniority District who have applied, or who are training

to qualify as Engine Service Brakemen, will be placed on the consolidated Seniority District List as if they had qualified prior to the consolidation providing that they qualify as Engine Service Brakemen at their first opportunity.

4. Employees who apply, or are selected for training as Engine Service Brakemen after this Memorandum of Agreement becomes effective shall be placed at the bottom of the consolidated 9th District Seniority List, in accordance with paragraphs 56.5 and 56.6 or Article 56 of Agreement 1.2.
5. Effective with the signing of this Memorandum of Agreement Article 2 of the G.S.L. Agreement is deleted and substituted therefor with Article 56 of Agreement 1.2.
6. Paragraph 56.3, Article 56 Agreement 1.2 is revised as follows: "and shall include all lines, branches and terminals of the Great Slave Lake Branch, North of Roma Junction, Alberta, up to and including the Hay River Yard at Hay River, Northwest Territories".
7. Effective with the signing of this Memorandum of Agreement Article 5 of the G.S.L. Agreement is deleted and substituted therefor with Article 60 of Agreement 1.2.
8. Paragraph 60.3 Article 60, Agreement 1.2 is revised to include the following terminals:

Hay River
High Level
Roma Junction
9. Should it become necessary to force Locomotive Engineers under the terms of either paragraphs 59.11 to 59.19 of Agreement 1.2 or paragraphs 4.7 to 4.15 of the G.S.L. Agreement, the "junior Locomotive Engineer" referred to will be the junior Locomotive Engineer not working as such on the former Seniority District where the shortage exists. This provision shall apply for a period of three years from the effective date of this Memorandum of Agreement. Subsequent to the

three-year period referred to, the "junior Locomotive Engineer not working as such" shall be the junior Locomotive Engineer on the consolidated 9th Seniority District.

10. A Locomotive Engineer who maintains seniority as a fireman/helper will continue to maintain same, but only on the former Seniority District where originally established.
11. The General Chairman of the Brotherhood and the appropriate officer of the Company will cooperate in resolving any conflicts in the application of this Agreement.

Signed this 9th day of November 1988 at Edmonton, Alberta.

FOR THE COMPANY:

(Sgd) Keith G. Macdonald

For: R.A. Walker
Senior Vice-President
Western Canada

FOR THE BROTHERHOOD:

(Sgd) P. Seagris

General Chairman
Brotherhood of
Locomotive Engineers

(sgd) M. Delgreco

For: Assistant Vice-President
Labour Relations

Addendum No. 32B

**Integration of Employees on
Northern Alberta Railways**

**CANADIAN NATIONAL RAILWAY COMPANY
Mountain Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the integration of certain employees of the former Northern Alberta Railways Company (N.A.R.) with those of the Mountain Region of CN Rail.

SENIORITY DISTRICT

1. The seniority territory for Locomotive Engineers of the former Northern Alberta Railways Company shall become part of the Ninth Seniority District which is described in Paragraph 56.3 of Collective Agreement 1.2.

SENIORITY LISTS

2. The names of employees who, on the effective date of this Memorandum of Agreement, hold seniority as a Locomotive Engineer under the terms of Agreement 1.8 (hereinafter referred to as N.A.R. employees) shall be added, in seniority order, to the bottom of the seniority list for Locomotive Engineers of the Ninth Seniority District under Collective Agreement 1.2. Such N.A.R. employees shall be accorded a seniority date on that seniority list as of the effective date of this document.

PREFERENCE RIGHTS

3. N.A.R. employees who maintain a continuous employee relationship with the Company shall have preference, in seniority order, over other employees covered by Collective Agreement 1.2 in the filling of Locomotive Engineers' positions which become available to them, which are filled by the exercise of seniority and which are identified herein as protected N.A.R. positions.

REGULAR ASSIGNMENTS - FORMER N.A.R. TRACKAGE

4. Where the preponderance of the distance to be travelled by a regular assignment is anticipated to be on former N.A.R. trackage, the Locomotive Engineer's position on such assignment shall be considered as a protected N.A.R. position. This clause shall not apply to yard service in Edmonton Terminal.

EDMONTON TERMINAL

5. The Superintendent of the Edmonton Terminal Division and the Local Chairman of the Brotherhood shall identify one yard assignment in the Edmonton Terminal on which the Locomotive Engineer's position shall be considered a protected N.A.R. position. It is understood that the parties may, from time to time, change the assignment to be identified under this clause.
6. A separate pool, to be known as the "N.A.R. Pool", shall be established to operate from the Edmonton Terminal for the purpose of permitting N.A.R. employees an opportunity to exercise their preference under Clause 3 above. Positions in such pool shall be considered protected N.A.R. positions. The service to be performed by the N.A.R. Pool shall be limited to tours of duty in unassigned road service where the preponderance of the distance to be travelled is anticipated to be on former N.A.R. trackage. The N.A.R. Pool shall be maintained for the period that it is required to accomplish the above-mentioned purpose. Should the N.A.R. Pool, at any time, operate with no N.A.R. employees assigned to it for a continuous period of nine months, the Company shall thereafter be free to discontinue the N.A.R. Pool at its discretion.
7. Spare work with respect to protected N.A.R. positions which are covered by Clauses 4, 5 and 6 above shall be performed by the senior available N.A.R. employee who is assigned to the Edmonton Terminal and who does not hold a position as a Locomotive Engineer.

8. When there are no N.A.R. employees available under the terms of Clause 7 above, spare work on the positions mentioned shall be performed by the C.N. Spareboard.

McLENNAN

9. All Locomotive Engineers' positions in pool service and on the spareboard at McLennan shall be considered protected N.A.R. positions.

GRANDE PRAIRIE

10. In freight service operating between Grande Prairie and Dawson Creek, one Locomotive Engineer's position shall be considered a protected N.A.R. position. The determination of the position shall be based on the selection made by the senior N.A.R. employee seeking such a position at each change of timetable. If such a selection is not made by an N.A.R. employee at a change of timetable the protected N.A.R. position shall be forfeited until the next change of timetable.
11. The Local Chairman of the Brotherhood and the proper officer of the Company shall identify one switcher type assignment at Grande Prairie on which the Locomotive Engineer's position shall be considered a protected N.A.R. position. It is understood that the parties may, from time to time, change the assignment to be identified under this clause and that the assignment involved may work in the yard, on the road or in a combination of both such territories.
12. The application of Clause 4 above at Grande Prairie and to trackage between Grande Prairie and Dawson Creek shall be limited to assignments in work train service.

AGREEMENT 1.8

- 13. Agreement 1.8 between the former Northern Alberta Railways Company and the Brotherhood of Locomotive Engineers shall be cancelled on the effective date of this Memorandum of Agreement.

EFFECTIVE DATE

- 14. This Memorandum of Agreement shall become effective with the 1981 Spring Change of Timetable on the Mountain Region which is presently expected to be on April 26.

EXERCISE OF SENIORITY ARRANGEMENTS IN ADVANCE OF EFFECTIVE DATE

- 15. The seniority arrangements provided under the terms of this document may be put into effect in advance of the effective date, provided in Clause 14 above, to the extent needed to allow employees to identify the positions to which they will be assigned on the effective date.

Signed at Edmonton, Alberta this 8th day of January 1981.

FOR THE COMPANY:

(Sgd) Ray St. Pierre
For: Vice-President
Mountain Region

APPROVED:

(Sgd) G.E. Morgan
For: Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd) J. Ball
General Chairman

(Sgd) W. Bennett
Local Chairman

(Sgd) N. Valiquette
Local Chairman

(Sgd) R.C. Dempsey
Local Chairman

Addendum No. 33

**PROTECTING SERVICE
RE: TRANSPORTATION ARRANGEMENTS**

April 28, 1978

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Dear Mr. Speare:

During the recent negotiations respecting the "Regional Items" for inclusion in the contract renewal of Agreement 1.2, the Brotherhood requested certain changes to the Protecting Service provisions contained in Article 59. It developed through our discussions on this item that the Brotherhood was seeking a commitment from the Company that locomotive engineers who protect service at shortage locations would be afforded transportation arrangements to their home location upon release and when off for miles with no less consideration than was extended for their original movement to such shortage locations.

We agreed as settlement of this item that Transportation Officers will, as far as practicable, provide suitable transportation to enable locomotive engineers who are protecting service to return to their home location in an expeditious manner when off for miles or when released.

Yours truly,

(Sgd) G.W. Scott
for Vice-President
Mountain Region

(Sgd) J.D. Hedley
for Vice-President
Prairie Region

Addendum No. 34

EXPENSES FOR LODGING AND MEALS

28 April 1978

Mr. R.B. Ferrier, General Supt. Transpntn., Moncton
Mr. J.M. Beaulieu, General Supt. Transpntn., Montreal
Mr. A.A. Smail, General Supt. Transpntn., Toronto
Mr. J.A. Clark, General Supt. Transpntn., Winnipeg
Mr. W.R. Stephenson, General Supt. Transpntn., Edmonton

Item 8 of Appendix "C" of the Brotherhood of Locomotive Engineers' notice with respect to the current round of national negotiations reads as follows:

Provide payment of \$8.00 for daily meal allowance, where such meals are not provided by the Company or at Company expense.

During discussions on this Item, the Brotherhood described certain undesirable situations in work train service which they felt required rectification. They identified certain situations where the locomotive engineer called for work train service and is told that living and cooking facilities such as a bunk car will be supplied only to find when reporting for duty that such equipment is not being supplied.

Consequently, he has to use motel or hotel accommodation where cooking facilities are usually not available. In many cases, the end result in such situations is that the food which the employee has brought with him is spoiled. As a result, the employee incurs additional expense for meals. In other cases, the reverse situation occurs. In these instances, a locomotive engineer is told he will not be supplied a bunk car and, therefore, brings no victuals and upon arrival he finds that a bunk car has been made available and as a consequence has to make the necessary arrangements to use it.

As a matter of practice, locomotive engineers should be advised at the time they are called for work train service whether or not bunk car accommodation will be supplied. In the future, should a locomotive engineer not be supplied a bunk car after having been advised one would be furnished or should the car supplied be inoperative, the 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 \$15.00 per day where accommodations with cooking facilities are provided and \$20.00 per day where accommodations without cooking facilities are provided.

Please be guided accordingly.

(Sgd) R.A. Walker
Chief of Transportation

cc: Mr. A.J. Speare, General Chairman, B.L.E., Edmonton

* Effective February 1, 1993, revised to read \$15.00 per day where accommodations with cooking facilities are provided and \$25.00 per day where accommodations without cooking facilities are provided.

Addendum No. 35

USE OF RADIO COMMUNICATION SYSTEM

28 April 1978

Mr. D.E. McAvoy General Chairman Brotherhood of Locomotive Engineers Montreal, Quebec	Mr. J.B. Adair General Chairman Brotherhood of Locomotive Engineers St. Thomas, Ontario
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Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

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 232 of Agreement 1.1 and page 219 of Agreement 1.2.

You were, therefore, reluctant at this time to include a further provision in the collective agreement regarding the use of radios. You did state, however, that the Brotherhood favours the use of radio communication systems and in fact were on record as requesting a working radio. You stated that if there were any instances where locomotive engineers refuse to use them, such action would not be supported by the Brotherhood and should be brought to your attention.

Yours truly,
(Sgd) D.C. Fraleigh
for Assistant Vice-President
Labour Relations

cc: Mr. E.J. Davies, Vice-President, Brotherhood of Locomotive Engineers, Montreal

Addendum No. 36

TRANSFER CABOOSES

28 April 1978

Mr. A.J Speare
General Chairman
Brotherhood of Locomotive Engineer
Edmonton, Alberta

Dear Mr. Speare:

During the current round of negotiations, the Brotherhood submitted the following "Regional Item" for inclusion in the contract renewal of Agreement 1.2:

R. 11 - Article 34, include a paragraph that would stipulate the provisions of a clean lunch room, with easily accessible washroom and toilet facilities, for the use of locomotive engineers having their lunch during period of their assignment under Article 34.1.

During discussions on this proposal, it was agreed that existing yard service facilities would be utilized by your members, also we would provide you with details of the allotment of the new transfer cabooses.

A total of 54 transfer cabooses have been put into service to date, 23 on the St. Lawrence Region, 15 on the Great Lakes Region, 10 on the Prairie Region and 6 on the Mountain Region. An additional 58 transfer cabooses are expected off the assembly line by April 1978 and will be distributed to cover requirements.

Yours truly,

(Sgd) G. Scott
for Vice-President
Mountain Region

(Sgd) J.D. Hedley
for Vice-President
Prairie Region

Addendum No. 37

ACCOMMODATION BLUE FLEET CARS

April 28, 1978

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Dear Mr. Speare:

During the current round of negotiations, the Brotherhood submitted the following "Regional Item" for inclusion in the contract renewal of Agreement 1.2:

Item No. R. 30 Reference Article 85. On lines where suitable accommodations are not available at turnaround point or terminal, engineers be returned to their home terminal or another terminal with suitable accommodations with Article 55.5 to apply to the final destination.

During the protracted discussions on this proposal during negotiations, your committee expressed concern that on certain territories where the so-called "grain block" trains are operated, locomotive engineers are arriving at the turnaround point or the distant terminal for which called, and find there is no sleeping accommodations available. Your negotiating committee pointed out that in some instances, the lack of accommodation was due to the Company's failure to make reservations at the local hotel/motel and in some cases, accommodations were found to be full. Other instances were pointed out that locomotive engineers were being transported by taxi cab across the territory to hotel/motel accommodation when no accommodation was available at the distant terminal. The transportation of crews has not in this manner always been satisfactory due to the lack of taxis and the long wait until one becomes available.

As a result of your concerns, the Company reviewed the operations of these "grain block" trains and found that there are locations where accommodations are not available. In these instances, the Company is prepared to supply accommodation such as the new so-called "blue fleet"/or equivalent equipment whenever possible as crew accommodation to alleviate the lack

of hotel/motel accommodation.

However, it must be recognized that where accommodation is presently available, it will continue to be used by crews.

During these discussions, the Company also pointed out that some of the lines have been recommended for abandonment by the Hall Royal Commission, while others have been turned over to the Prairie Rail Authority for further study.

Consequently, until the results of abandonment and the results of the studies are completed, the accommodation of crews will have to be handled on an ad hoc basis, such as the use of "blue fleet" cars and transport of crews to alternate accommodations where practicable.

Yours truly,

(Sgd) G. Scott
for Vice-President
Mountain Region

(Sgd) J.D. Hedley
for Vice-President
Prairie Region

Addendum No. 38

EMERGENCY DEFINED

28 April 1978

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Dear Mr. Speare:

During the current round of negotiations, the Brotherhood submitted the following "Regional Item" for inclusion in the contract renewal of Agreement 1.2:

Item No. R. 65 That a definition of an "emergency" situation be put in our Collective Agreement.

The word "emergency" describing a situation appears in at least two places in Agreement 1.2. Article 57 permits the Company to give less than a 2-hour call "in cases of emergency" and Article 82 likewise allows less than 4-hour notice of cancellation without penalty "in emergencies".

It is generally accepted that an emergency describes an occurrence requiring immediate action. Examples of the term "emergency" as referred to in Articles 57 and 82 can be categorized as:

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

To allay the concerns expressed by your committee, you have our assurance that errors in judgment or poor management will not be described as an emergency and will not be considered as such.

Yours truly,

(Sgd) G. Scott
for Vice-President
Mountain Region

(Sgd) J.D. Hedley
for Vice-President
Prairie Region

Addendum No. 39

REVENUE SWITCHING

28 April 1978

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Dear Mr. Speare:

In resolution of the Brotherhood's "Regional Item R. 15" during the recently concluded negotiations on the contract renewal of Agreement 1.2, the Company agreed to write you outlining our position in respect to payment to locomotive engineers in work train service who perform revenue switching.

In the absence of specific provisions in the agreement to cover the situation, the principle has been recognized by the Company that locomotive engineers in work train service who are required to perform revenue switching during a tour of duty are entitled to compensation for such service on the same basis as locomotive engineers in through freight service. In other words, compensation would be rendered on the minute basis for the actual time spent switching in accordance with the relevant provisions of Articles 17, 18, 20 or 63 in addition to payment made for work train service. With respect to payment under Article 20, obviously the work train crew would not convert to wayfreight rates, but would be paid for all the time occupied performing the revenue switching.

Yours truly,

(Sgd) G. Scott
for Vice-President
Mountain Region

(Sgd) J.D. Hedley
for Vice-President
Prairie Region

Addendum No. 40

January 21, 1993

Wayne A. Wright
General Chairman
Brotherhood of Locomotive Engineers
Saskatoon, Saskatchewan

Dear Mr. Wright:

During national negotiations which culminated in the signing of the Memorandum of Settlement concerning Agreement 1.2 on November 20, 1992 it was agreed that we would provide you with a letter clarifying the intent of the agreement insofar as work required by employees upon arrival at the final terminal of their trip where yard engines are on duty.

During our discussions on the matter you confirmed that the Brotherhood was not seeking to change the accepted practice whereby the appropriate Company officer in charge of the operation of a terminal would designate the track on which a train is to be yarded. Your concern was that in some operations Company officers were instructing employees to marshall cars on arrival at terminals where yard engines are on duty.

The Company informed you that if a locomotive engineer is instructed to yard his train in a particular yard track and such track will not hold the entire train, it would therefore be necessary to double-over the surplus cars to another track. In making the double-over it was not the intent of the rule that a locomotive engineer marshall the double-over by setting over for example 10 cars for one destination in one track and 10 cars for another destination in another track. It is the intent of the rule to provide that the surplus cars would be doubled over, if possible, to one other track. However, if due to yard congestion there is insufficient room to double-over all cars to one track it may be necessary to double-over to more than one track in order to put the train away.

In order to meet operational requirements, employees in road service may be instructed to double over a designated cut of cars on their train to other tracks. Where locomotive engineers are required to perform a double over(s) to effectively yard their train, they may be required to double over a designated cut of cars.

Locomotive engineers who are required to double over designated cuts of cars, (including those working in a conductor-only operation) will be paid 12-1/2 miles in addition to all other earnings for the tour of duty. Such mileage will not be included in computing a locomotive engineer's total mileage in the working month.

Except as provided in the foregoing paragraph, employees will not be required to marshal trains upon arrival at terminal (e.g., setting over 10 cars for one destination to one track, and 10 cars for another destination to another track).

We believe that generally speaking line officers are arranging work on arrival at terminals where yard engines are on duty along the foregoing lines. However we hope that the above clarification will clear up any misunderstanding in this regard.

Yours truly,

(Sgd) M. Healey

For: Assistant Vice-President
Labour Relations

Addendum No. 41

**BASIC RATE RELATIONSHIPS THROUGH
FREIGHT SERVICE**

May 4, 1979

Mr. A.J. Speare
General Chairman
Brotherhood of Locomotive Engineers
Edmonton, Alberta

Dear Sir:

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 No. 42

**OPERATION LIGHT ENGINES
OUTSIDE SWITCHING LIMITS**

Edmonton, Alberta
May 4, 1979

Mr. A.J. Speare
General Chairman
Brotherhood of
Locomotive Engineers
202-12418-118 Avenue
Edmonton, Alberta
T5L 2K4

Dear Mr. Speare:

During the current round of negotiations, the Brotherhood submitted the following as Item 14 of their Appendix "C", Regional Items:

"In the operation of light engines, the locomotive engineer will not operate the locomotive outside of switching limits without having at least one other person in the locomotive cab with him."

During our discussions on this item, you expressed concern about the safety of locomotive engineers when required to operate a light engine outside of switching limits for a distance of less than 25 miles, particularly where there are public highway crossings involved.

In resolution of this item, the Company agreed to write you confirming that when a light engine is operated outside of switching limits for a distance of less than 25 miles, the locomotive engineer will be accompanied by another employee. Of course, if a light engine is run a greater distance than 25 miles, such movement is covered by Item 1.5 of Form 696.

This letter is not intended to change any current operating practices with respect to the operation of light engines within switching limits.

Yours truly,

(Sgd) W.R. Stephenson
General Supt. Transportation
Mountain Region

(Sgd) R.B. Ferrier
General Supt. Transportation
Prairie Region

Addendum No. 43

NEW DISCIPLINE PROGRAM

November 30, 1978

Mr. H.R. Burnett General Chairman United Transportation Union	Mr. A.J. Speare General Chairman Brotherhood of Locomotive Engineers
610 Broadway Avenue Winnipeg, Manitoba R3C 0W8	12418-118th Avenue Suite 202 Edmonton, Alberta T5L 2K4

Gentlemen:

This has reference to the meetings that were held in Winnipeg and Jasper in connection with our proposal to introduce the new discipline system on the Prairie and Mountain Regions.

As explained at these meetings the Company is seeking agreement to institute a discipline program on a trial basis in the west which is similar to that which has proven successful in eastern Canada. Essentially the new discipline system permits the Company to assess discipline to a maximum level of 15 demerit marks without the necessity of a formal investigation. Included in the new procedure are safeguards that will enable an employee to request a formal investigation in the event he is not satisfied with the results of the informal review or appeal any discipline assessed through the grievance procedure.

Therefore, during the trial period at the locations selected, we will have two separate and distinct procedures. One procedure (Informal) will apply in the majority of cases involving incidents which are considered **minor** in nature. Minor incidents involving employees infractions are defined as those which would warrant fifteen or less demerit marks in the event the employee is found responsible. The second procedure (Formal) will apply in more serious situations, i.e., those falling into what might be termed the **major** category.

As can be seen from the attached Appendix A, the informal procedure is designed to be simple and easily understood. It does away with the need for any formal statement taking and the

traditional question and answer format. It is hoped and indeed expected that this new approach will tend to eliminate or at least substantially reduce the apparent friction caused by the formal method.

As explained, the Unions have been advocating certain changes in the formal procedure which would continue in effect throughout the trial period. Many of these changes have been accepted on an experimental basis and are incorporated in the attached Appendix A. Our belief, however, is that the informal process will prove to be more advantageous for all concerned and that the need for formal statement taking in future will diminish as the success of the informal process becomes evident.

One of the changes to the formal procedure requested by the Unions dealt with the role of the fellow employee/accredited representative appearing at investigations. The Unions wanted this role redefined with the view to expanding his responsibilities at a formal hearing. In fact, the role of the fellow employee/accredited representative has evolved through changes brought about by discussion between the parties and various decisions of Arbitrators throughout the past several years. It is clear that the presence of the fellow employee/ accredited representative is not that of a mere observer and that certain rights have now been accepted by the parties. However, in moving beyond this threshold, the parties have acknowledged that the additional rights provided the fellow employee/ accredited representative will in no way undermine the current procedure which is designed to bring out the facts of the case and to provide for a fair and impartial hearing. It is in the light of this understanding that the Company is prepared to define the role of the fellow employee/ accredited representative appearing at a formal investigation.

The employee under investigation may discuss with his fellow employee/ accredited representative any questions directly related to and having a bearing on the alleged irregularity under review. However, this practice is not to be abused so as to impede investigation through the employee holding such discussions prior to answering routine questions, such as name, occupation, work location, hours of work, etc. Also the fellow employee/accredited representative will be permitted to raise questions through the officer conducting the investigation during the course of the investigation. It will be the responsibility of the investigating officer to rule on whether or not such questions are

relevant. Whether considered relevant or irrelevant, the question and answer will be recorded. It is to be emphasized that any advice given by the fellow employee/accredited representative to the effect that the employee under investigation should not answer a relevant question will not be accepted by the officer conducting the investigation. The investigation will be conducted in a proper and dignified manner and at all times under the control of the person conducting the investigation. The role of the fellow employee/ accredited representative as well as the officer conducting the formal investigation will be monitored by the Union/Management Regional Monitoring Committee.

In fact, the progress of these projects is intended to be monitored on both a System and Regional basis. The Regional team will comprise the General Chairmen, District Manager, and the Manager Labour Relations. The System steering committee comprising the current negotiating groups will continue to meet periodically to monitor the results of each project, to ensure consistency in application and to adjudicate, if necessary, on matters dealing with the overall intent and objectives of the program.

Since our last meeting, we have had further discussions with Transportation representatives in connection with trial locations originally suggested. A delineation of the locations and territories covered is included in the Memorandum of Agreement. All employees so designated, i.e., at the home terminals listed, will be subject to the provisions of this Memorandum of Agreement regardless of where such incidents may occur and will be interviewed or investigated by an officer who has been trained to administer this agreement.

Throughout these discussions, some fear was expressed by both sides that some of the proposed changes would encourage the parties to take advantage of certain situations. The Unions expressed the fear that any loosening of the formal structure where traditional safeguards were removed, as in the proposed informal process, would invite certain supervisors to take advantage of employees who were now stripped of the protection provided by the formal system. Assurances were given that this aspect would be carefully monitored to ensure proper application in line with the principles involved.

On the other hand, some members of management are apprehensive that certain people might misconstrue the

introduction of this change as signalling a new laissez-faire approach to discipline and are concerned that performance factors, i.e., accidents, personal injuries, etc., might suffer as a consequence.

In fact, neither of these perceptions is correct. Both the Company and the Unions agree that there must be some form of discipline system. It is, therefore, not a question of whether some action will be taken, but rather a question of the mode or process that will be employed to bring about the desired result in keeping with the philosophy of the Company's discipline policy. The success of these trial projects will depend to a large extent on the good faith and genuine commitment of those involved. To aid in this endeavour, the Company will provide appropriate training for both Company and Union (Local) officers directly involved. Union officers will be paid for such training. In addition, all those employees affected by the changes will be apprised of the program, jointly by Union and Management officers and informed of the discipline provisions that will apply to them during the program.

Finally, on the assumption that these pilot projects will prove successful, the parties have agreed to review the results of the agreed upon changes, sixty days prior to the expiration of the Agreement, with the view to considering further modifications and possible expansion of the program to other locations.

Would you please indicate your concurrence with the foregoing by signing this letter in the space provided below.
Yours truly,

(Sgd) D.C. Fraleigh
for Assistant Vice-President

(Sgd) R.A. Walker
Chief of Transportation

WE CONCUR:

(Sgd) H.R. Burnett
General Chairman
United Transportation Union
Engineers

(Sgd) A.J. Speare
General Chairman
Brotherhood of Locomotive
Engineers

Addendum No. 44

**CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, the Brotherhood of Locomotive Engineers, and the United Transportation Union.

IT IS AGREED that effective May 15, 1979 the Memorandum of Agreement signed at Montreal, Quebec, January 3, 1979 concerning the suspension of Article 86 of Agreement 1.2, Article 17 of Agreement 4.2 and Article 117 of Agreement 4.3 for a period of one year and the procedures outlined therein applying to Winnipeg Terminal on the following is substituted therefor:

Effective May 15, 1979 Article 86 of Agreement 1.2, Article 113 of Agreement 2.3, Article 17 of Agreement 4.2 and Article 117 of Agreement 4.3 are suspended and the procedures outlined herein will apply over the Prairie and Mountain Regions as follows:

Prairie Region

Winnipeg Terminal: Locomotive Engineers, Firemen/Helpers, Hostlers, working within limits as outlined in Article 60.4 of Agreement 1.2 and Article 94.5 of Agreement 2.3. All Trainmen, Locomotive Engineers and Firemen/Helpers operating in road service out of the home terminal of Winnipeg.

Application of this Memorandum of Agreement may be expanded to include other terminals or territories as mutually agreed between the appropriate officer of the Company and the General Chairmen signatory hereto.

Mountain Region

Jasper: Locomotive Engineers, Firemen/Helpers, Hostlers and Trainmen home terminalled Jasper.

Application of this Memorandum of Agreement may be expanded to include other terminals or territories as mutually agreed between the appropriate officer of the Company and the General Chairmen signatory hereto.

I. INFORMAL INVESTIGATION

- (a)** Subject to the provisions of Item (a) (ii) of Section II hereof, minor incidents will be handled without the necessity of a formal investigation.
- (b)** Such incidents will be investigated as quickly as possible by a proper officer(s) of the Company and subsequently reviewed with the employee(s) concerned.
- (c)** In cases where the assessment of discipline is warranted, the employee will be advised in writing within 20 calendar days from the date the incident is reviewed with the employee except as otherwise mutually agreed.
- (d)** From the time of notification of the conclusions reached by the Company, or the discipline assessed, the employee will advise the proper officer of the Company within 20 calendar days of receipt of such notification:

 - (i)** that he accepts the conclusions reached by the Company and the discipline assessed; or
 - (ii)** that he is not in accord with the conclusions reached by the Company and requests a formal investigation under the procedures set forth in Section II hereof; or
 - (iii)** that he accepts the conclusions reached by the Company but may initiate an appeal of the discipline in accordance with the grievance procedure of the respective collective agreements.

II. FORMAL INVESTIGATION

- (a)** A formal investigation will be held:
 - (i)** in the case of an employee committing an alleged dismissible offence;
 - (ii)** when an employee is alleged to have committed a minor offence where the seriousness of such offence might warrant discipline to the extent that when added to his current record could result in discharge for accumulation of demerit marks;
 - (iii)** when an employee is alleged to have been involved in a major incident;
 - (iv)** when an employee is involved in an incident where the need for information and appropriate documentation is required by order, regulation or Company requirements.
- (b)** If required to attend a formal investigation, the employee will be properly notified in writing, which will outline the incident under investigation, and given at least 48 hours' notice.
- (c)** Lay over time will be used as far as practicable.
- (d)** The employee may have an accredited representative appear with him at the investigation. At the outset of the investigation, the employee will be provided with a copy of all of the written evidence as well as any oral evidence which has been recorded and has a bearing on his responsibility. The employee and his accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Company Officers where necessary) whose evidence may have a bearing on his responsibility. The questions and answers will be recorded and the employee and his accredited representative will be furnished with a copy of the statement.

- (e)** If corrective disciplinary action is to be taken, the employee will be so notified in writing of the Company's decision within 20 calendar days from the completion of the employee's statement unless as otherwise mutually agreed. Such notification will be given at the same time or after the employee has been personally interviewed by the appropriate Company Officer(s) unless the employee is otherwise unavailable.
- (f)** Employees will not be held out of service pending investigation unless:

 - (i)** the circumstances of the incident are such that there is reason to believe that the employee's continued performance on the job could constitute a hazard to himself, other persons or the operations;
 - (ii)** the offence with which charged is of a nature which could result in suspension or dismissal;
 - (iii)** it is essential to carrying out the investigation.
- (g)** Employees who are held out of service while under investigation, except in cases where the offence with which charged is of a nature which results in suspension or dismissal, will be paid for any loss of regular earnings. Suspension or dismissal will commence from the date the employee is removed from service.
- (h)** The investigating officer will be an individual who is in the best position to develop all of the relevant facts provided he is not emotionally involved with the incident, except as mutually agreed.
- (i)** In determining corrective action, only the employee's discipline record of the last five years prior to the incident under investigation will be considered.
- (j)** An appeal against discipline imposed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust,

resulting in cancellation of such discipline, an employee will be paid as follows, less any amount earned in other employment:

- (i) For an employee 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;
- (ii) For an employee 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 (ii), any pay period during which an employee 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.

- (k) In the event an employee is required to travel to another location (not considered part of his home terminal) to attend an investigation and no responsibility is attached to the employee, he will be paid actual reasonable expenses associated with attending such investigation.

III. This Memorandum of Agreement is subject to cancellation by any one of the signatory parties to the Agreement on thirty days' notice in writing to the other parties. If this Memorandum of Agreement is cancelled, the provisions of the various articles of the respective Collective Agreements referred to in the preamble of this Agreement will automatically apply as from the first calendar day following the expiration of the thirty days' notice referred to in the first sentence of this Item III.

Signed at Montreal, Quebec, this 10 day of May 1979.

FOR THE COMPANY:

(Sgd) J.A. Clark
for Chief of Transportation
Engineers

(Sgd) D.C. Fraleigh
for Assistant Vice-President
Labour Relations

FOR THE EMPLOYEES:

(Sgd) A.J. Speare
General Chairman
Brotherhood of Locomotive

(Sgd) L.H. Manchester
General Chairman
United Transportation Union

Addendum No. 45

TRANSFERS BETWEEN HOME STATIONS - E.S.B.

Edmonton, Alberta
December 22, 1981
8301-1; 8304-1

Mr. A.J. Ball General Chairman Brotherhood of Locomotive Engineers 6 - 1630 Albert Street Regina, Saskatchewan S4P 2S6	Mr. L.H. Manchester General Chairman United Transportation Union 779 Portage Avenue Winnipeg, Manitoba R3G 0N3
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Gentlemen:

We have recently discussed measures designed to do away with the existing situation under which an employee who is an Engine Service Brakeman has the right to work under Agreement 1.2 at one terminal and the right to work under Agreement 4.3 at another terminal. It was our objective to establish an arrangement whereby such an employee would be in a position to perform service under both Agreement 1.2 and Agreement 4.3, in accordance with his seniority, at the terminal to which he was assigned. The parties agreed that, notwithstanding provisions of Agreement 1.2 and/or Agreement 4.3 which may be in conflict herewith, the following provisions shall become effective 1 February 1982:

1. These provisions shall apply only to qualified Engine Service Brakemen who hold seniority under both Agreement 1.2 (BLE) and Agreement 4.3 (UTU).
2. These provisions shall apply only to transfers or recalls between terminals which are both located within the boundaries of the same seniority district for Locomotive Engineers.
3. When the location of an employee's permanent clearance is changed under the provisions of Agreement 1.2 or Agreement 4.3, it shall be considered changed for the performance of service under both agreements.

4. When an employee's clearance is temporarily transferred from one location to another under the provisions of Agreement 1.2 or Agreement 4.3, it shall be considered temporarily transferred for the performance of service under both agreements.
5. When an employee's temporary clearance is cancelled as a result of recall under the provisions of Agreement 1.2 or Agreement 4.3, it shall be considered cancelled under the terms of both agreements.
6. An employee who, on the effective date of these provisions, has a permanent clearance for service under Agreement 1.2 at one terminal and a permanent clearance for service under Agreement 4.3 at another terminal shall declare within 30 days which of the two terminals he selects for the location of his permanent clearance under both agreements. Such an employee's failure to ~~so~~ declare shall result in his permanent clearance for service under both agreements being located at the terminal at which he was previously permanently assigned for service under Agreement 1.2.
7. An employee who, on the effective date of these provisions, is assigned to a terminal on a temporary clearance under Agreement 1.2 or Agreement 4.3 shall have such clearance applied for service under both agreements.

Please confirm your concurrence with the foregoing provisions by signing the attached copies of this letter in the space provided below and return them to one of the undersigned.

Yours very truly,

(Sgd) Keith G. Macdonald
for R.A. Walker
Vice-President

(Sgd) R. Wiebe
for R.J. Hansen
Vice-President

I CONCUR:

(Sgd) A.J. Ball
General Chairman
Brotherhood of Locomotive
Engineers

I CONCUR:

(Sgd) L.H. Manchester
General Chairman
United Transportation Union

Addendum No. 46

LOST TIME - MEDICAL EXAMINATIONS

Montreal, Quebec
May 13, 1982

Mr. J.B. Adair Vice-President Brotherhood of Locomotive Engineers Ottawa, Ontario	Mr. G. Thibodeau General Chairman Brotherhood of Locomotive Engineers Montreal, Quebec
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Mr. P.M. Mandziak General Chairman Brotherhood of Locomotive Engineers St. Thomas, Ontario	Mr. A.J. Ball General Chairman Brotherhood of Locomotive Engineers Regina, Saskatchewan
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Gentlemen:

During the 1976 round of negotiations, the Brotherhood requested that the Company clarify what payment an employee would receive if he had to lose time in order to undergo a medical examination.

During such discussions, the Brotherhood referred to instances where Locomotive Engineers required to undergo periodic medical examinations cannot do so without losing time because their off-duty hours did not correspond with the business hours of the medical examination facilities. An example cited was that a Locomotive Engineer assigned to a day shift in yard service with Saturday and Sunday as days off who has to undergo his periodic medical examination at a CN Medical Clinic. Because of the business hours of the clinic, such employee might have to lose time in order to undergo the examination.

The Company advised you that wherever practicable, an employee should take his periodic medical examination during his off-duty hours and in such cases, the provisions of Article 121 of Agreement 1.1 and Article 74 of Agreement 1.2 would apply.

However, the Company agreed that in situations where this could not be done, then an employee required to undergo a periodic medical examination on proper authority from the Company

during on-duty hours will be paid pursuant to the provisions of Article 89 of Agreement 1.1 and Article 75 of Agreement 1.2.

During these discussions, you also raised a situation where an employee, while in service, may be required by the Company to undergo medical examinations at other than the prescribed intervals for periodic medical examinations. An example cited related to an individual who, as a result of a diagnosis during a periodic medical examination, is required by the Company to undergo a medical examination, at more frequent intervals.

The Company stated that in such cases, an employee required to undergo such examination under proper authority from the Company during on-duty hours will be paid as outlined above.

During the 1978 round of negotiations, the Company agreed that any employee required to travel away from his home terminal to undergo medical examination with the proper authority of Company officers will be allowed actual reasonable expenses under the principle of paragraph 89.4 of Agreement 1.1 and paragraph 75.4 of Agreement 1.2 whether or not he loses time.

Furthermore, effective May 21, 1982, an employee who is required to lose a tour or tours of duty when authorized to travel, for the purposes of his periodic medical, between his home terminal and the place where such medical is to be conducted, will be paid a basic day at the straight-time rate applicable to the class of service last performed for each tour of duty lost, provided he did not forego an opportunity to attend such medical locally.

Yours truly,

(Sgd) G.E. Morgan
for Vice-President
Labour Relations

Addendum No. 47

MEALS AND ACCOMMODATION -OUT POST TERMINAL

January 8, 1986

Mr. J.W. Konkin
General Chairman
Brotherhood of Locomotive
Engineers
549 Regent Avenue W.
Winnipeg, Manitoba
R2C 1R9

Mr. P.M. Mandziak
General Chairman
Brotherhood of Locomotive
Engineers
P.O. Box 208
360 Talbot Street
St. Thomas, Ontario
N5P 3T7

Mr. G. Thibodeau
General Chairman
Brotherhood of Locomotive Engineers
206-1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Gentlemen:

During the current round of negotiations, it was agreed that, a locomotive engineer who through the application of seniority rules is forced account no applications received to fill a position as loco motive engineer on a regular assignment which is home terminalled at a location which is subsidiary or outpost to his home station will be permitted, if accommodation is required, to stay in Company resthouse facilities at the location, if available, and if there are none, he will be supplied accommodation.

This arrangement will prevail providing the location of the assignment is not his normal place of residence and the distance from the city or townhall at his home station to the location is 40 miles or more by the most direct highway route.

Employees who are forced and receive accommodations under the terms of this letter will receive an allowance of \$14.00 per day for meals for each day the employee is held at that location to protect the assignment.

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 No. 48

**PAYMENT FOR LOCAL CHAIRMEN
AT COMPANY - INITIATED MEETINGS**

Montreal, Quebec
May 21, 1982

Mr. G. Thibodeau General Chairman Brotherhood of Locomotive Engineers Montreal, Quebec	Mr. P.M. Mandziak General Chairman Brotherhood of Locomotive Engineers St. Thomas, Ontario
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Mr. A.J. Ball
General Chairman
Brotherhood of Locomotive Engineers
Regina, Saskatchewan

Gentlemen:

One of your joint demands submitted for the current round of negotiations seeks payment for Local Chairmen who attend Company-initiated meetings. You said, for example, that such meetings could include those called to inform the Local Union officer(s) of a new practice, such as the trial project on discipline, attendance at Health and Safety Committee meetings, or a change to operations.

The Company agreed that there is a need for a consistent method of reimbursement for local Union representatives who attend Company-initiated meetings, seminars, etc. For our part however, payment would 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 Union position and his/her reason for attendance at such discussions would normally come from, be caused by or be for the overall benefit of the membership represented.

Therefore, in accordance with the foregoing, 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:
 - (i) 50 miles or four hours; or
 - (ii) for time in excess of four hours, pro-rata payment on a minute basis;
 - (iii) payment hereunder will be at the rate of pay for the position and the class of service last performed;
 - (iv) when held under these provisions, employees may, as locally arranged, hold their turn on the working board. Employees will be afforded the opportunity to book up to eight (8) hours rest upon completion.
- (c) where necessary for any official Union representative to travel from another terminal or if such employees' assignments are located at other than the location of the meeting attended, they will be reimbursed for actual reasonable expenses for meals, travelling costs and hotel/motel accommodation (in addition to payment outlined in paragraphs (a) or (b) above). Expenses claimed must be submitted on CN Form 3140B and receipts for each expense claimed must accompany such submission.

Yours truly,

(Sgd) W.H. Morin
Vice-President
Labour Relations

cc: Mr. J.B. Adair, Vice-President, Brotherhood of
Locomotive Engineers, Ottawa, Ontario

Addendum No. 49

DUTIES AT THE FINAL TERMINAL

Montreal, Quebec
May 21, 1982

Mr. P.M. Mandziak General Chairman Brotherhood of Locomotive Engineers St. Thomas, Ontario	Mr. G. Thibodeau General Chairman Brotherhood of Locomotive Engineers Montreal, Quebec
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Mr. A.J. Ball
General Chairman
Brotherhood of Locomotive Engineers
Regina, Saskatchewan

Gentlemen:

During National negotiations which culminated in the signing of the Memorandum of Settlement on March 17, 1982, the Brotherhood of Locomotive Engineers asked that we provide a letter clarifying the intent of Agreements 1.1 and 1.2, insofar as the work required of Locomotive Engineers and Trainmen upon arrival at the final terminal of their trip where yard engines are not on duty.

During our discussions on the matter, you confirmed that you were not seeking to change accepted practices that presently exist but were concerned that at some locations Company officers were requiring their members, after turning their train over to the outbound crew, to take another engine from the shop track and perform industrial switching.

The Company informed you that your members will not be required to perform switching at the final terminal of the trip using another engine, after having turned over the engine consist on the train for which called to the outgoing crew except when switching is required in connection with the set off of their own train or in cases of necessity such as rerailling car, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial track account track conditions.

We believe that generally speaking, line officers are arranging work on arrival at final terminals where yard engines are not on duty along the foregoing lines. However, we hope that the above clarification will clear up any misunderstanding in this regard.

Yours truly,

(Sgd) W.H. Morin
Vice-President
Labour Relations

cc: Mr. J.B. Adair, Vice-President, Brotherhood of Locomotive
Engineers, Ottawa, Ontario

Addendum No. 50

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Addendum No. 51

INTERPRETATION OF COLLECTIVE AGREEMENT

27 August 1982

Mr. R.A. Walker, Vice-President, Edmonton
Mr. R.J. Hansen, Vice-President, Winnipeg
Mr. G.A. Van de Water, Vice-President, Toronto
Mr. Y.H. Masse, Vice-President, Montreal
Mr. R.G. Messenger, Vice-President, Moncton

The Brotherhood of Locomotive Engineers and United Transportation Union submitted a proposal during National Negotiations to prohibit the Company changing existing practice(s) or accepted interpretation(s) of collective agreement provisions.

As you are aware, collective agreements governing employees represented by these Unions presently contain provisions recognizing that questions of interpretation of any article will not occur without prior consultation with the appropriate General Chairman concerned.

During discussions, examples of changes to generally accepted interpretations were referred to notwithstanding that they were eventually resolved between the proper officers of the 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.C. Cann, Vice-President, Operations, Montreal
Mr. J.B. Adair, Vice-President, B.L.E. Ottawa
Mr. R.T. O'Brien, Vice-President, U.T.U. Ottawa

Addendum 52

MANNING OF COAL TRAINS BETWEEN TERRACE AND RIDLEY ISLAND

Edmonton, Alberta
July 26, 1983

Mr. J.W. Konkin
General Chairman
Brotherhood of Locomotive Engineers
14 - 1600 Regent Avenue West
Winnipeg, Manitoba
R2C 3B5

Dear Mr. Konkin:

This will confirm the agreement reached at our meeting in Prince Rupert, B.C. on 24 July 1983 concerning the manning of coal trains between Terrace and Ridley Island.

It was agreed that:

1. The home terminal for coal trains destined to and from Ridley Island will be Terrace, B.C.
2. The Ridley Island coal trains will be manned from a pool along with an appropriate spare board.
3. Employees home terminalled at Prince Rupert, B.C. as of July 24, 1983 will have preference rights to the coal train pool assignments and associated spare board assignments.
4. Present marketing forecasts predict that the coal trains will commence in the Fall of 1983 on a limited scale and gradually build in frequency until April 1984 when trains will be moving on a rather steady basis. Due to the unique situation and to look after the manning during this interim period from Fall 1983 to April 30, 1984, the following arrangement will apply:
 - a) When the board adjustment calls for only one Locomotive Engineer in the coal pool, a guarantee of 3,800 miles per month will apply.

- b) When the adjustment of the spare board calls for one Locomotive Engineer only, a guarantee of 3,720 miles per month will apply.
- c) The guarantee will be calculated on the basis of minimum weight on driver at through freight rates.
- d) To be eligible for the guarantee referred to in (a) and (b) above, a Locomotive Engineer must be available for the entire month.
- e)
 - i) An employee referred to in (a) above, who misses a two-hour call, will have his guarantee reduced by 126 miles for each two-hour call missed;
 - ii) An employee referred to in (b) above, who misses a two-hour call, will have his guarantee reduced by 124 miles for each two-hour call missed.
- f) An employee entitled to the guarantee under the above provisions who is assigned for only a portion of a month will be paid his full proportion of the guarantee pro-rated on the basis of 126 miles per day under (a) above and 124 miles under (b) above, subject to (e) above.

Please confirm your agreement to the foregoing by signing in the space provided below.

Yours truly,

(Sgd) K.G. Macdonald

For: R.A. Walker
Vice-President

I AGREE:

(Sgd) J.W. Konkin

General Chairman
Brotherhood of Locomotive Engineers

Addendum No. 53

AVAILABILITY OF TAPED CONVERSATIONS

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
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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 No. 54

REMOTE CONTROLLED LOCOMOTIVES

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
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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

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 No. 55

VACATIONS OF BROTHERHOOD OFFICERS

January 8, 1986

Mr. P.M. Mandziak General Chairman Brotherhood of Locomotive Engineers P.O. Box 208 St. Thomas, Ontario	Mr. G. Thibodeau General Chairman Brotherhood of Locomotive Engineers 206 - 1026 St. Jean Street G1R 1R7
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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 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 No. 56

TRAVEL ALLOWANCE - WINNIPEG SYMINGTON YARD

**CANADIAN NATIONAL RAILWAY COMPANY
Prairie Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to a payment of an allowance to Locomotive Engineers required to report at Symington Yard prior to deadheading from Winnipeg Station or Bus Depot.

IT IS AGREED that effective with the date of this Memorandum of Agreement, the Memorandum of Agreement signed 05 June 1985 is cancelled and the following is substituted therefor:

1. When a Locomotive Engineer is required to deadhead from the Winnipeg Station or Bus Depot, the Company will provide transportation from Symington and allow the Locomotive Engineer 45 minutes at the corresponding deadhead rate for doing so.
2. When a Locomotive Engineer arrives at Winnipeg Station or Bus Depot and returns to Symington Yard, the Company will provide transportation to Symington and allow the Locomotive Engineer 30 minutes at the corresponding deadhead rate for doing so.
3. The Locomotive Engineer must register at Symington to be eligible for the payment of 45 or 30 minutes time as outlined in Paragraphs 1 and 2 above.
4. The Locomotive Engineer will be required to deadhead with the rest of the crew and share transportation as supplied.
5. In the application of this Memorandum of Agreement Locomotive Engineers will be called for the time required to report at Symington Yard prior to deadheading from Winnipeg Station or Bus Depot and this time will be considered the time for which ordered in the application of Paragraph 65.1, article 65, Agreement 1.2.

6. This Memorandum of Agreement shall remain in effect subject to thirty (30) calendar days notice in writing from either party of desire to revise, amend or terminate it.

Signed at Montreal, Quebec this 2nd day of July, 1987.

FOR THE COMPANY: FOR THE BROTHERHOOD:

(Sgd) K.J. Knox
For: Vice-President
Prairie Region

(Sgd) P. Seagris
General Chairman

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

Addendum No. 57

EMPLOYEES SUMMONED FOR JURY DUTY

January 18, 1988

Mr. G. Hallé General Chairman Brotherhood of Locomotive Engineers 25 Place Marché Champlain Suite 204 Quebec, Quebec G1K 4H7	Mr. P. Seagris General Chairman Brotherhood of Locomotive Engineers 310-2265 Pembina Hwy. Winnipeg, Manitoba R3T 5J3
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Mr. J.D. Pickle
General Chairman
Brotherhood of Locomotive Engineers
559 Exmouth St.
Sarnia, Ontario
N7T 5P6

Gentlemen:

One of the demands submitted during the current round of negotiations concerned the payment of lost time to employees on the spare board or in unassigned service and who are summoned for Jury Duty.

The current collective agreement provisions make reference to employees being summoned for jury duty and who are required to "...lose time from his assignment...". The Brotherhood stated that these provisions are being interpreted at some locations as restricting payment of lost time to those employees in regularly assigned service and accordingly, employees in other than such service were not being compensated pursuant to the article.

The Company advised the Brotherhood that the word "...assignment...", as used in the Jury Duty article, referred to the employees' position, not just employees in regularly assigned service. Accordingly, employees on the spare board or in unassigned service are entitled to payment under the Jury Duty provisions subject, of course, to the requirements and limitations set out in the article.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

Addendum No. 58

USE OF YARD CREWS OUTSIDE SWITCHING LIMITS

February 5, 1988

Mr. G. Hallé General Chairman Brotherhood of Locomotive Engineers Quebec City, Quebec	Mr. J. Pickle General Chairman Brotherhood of Locomotive Engineers St. Thomas, Ontario
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Mr. P. Seagris
General Chairman
Brotherhood of Locomotive Engineers
Winnipeg, Manitoba

Gentlemen:

This will confirm the commitment given you in respect of that part of Arbitrator Larson's award dated February 4, 1988 which provides for the use of yard crews outside of established switching limits. In the application of this rule, the Company advised you that:

- (a)** a locomotive engineer in yard service who is medically restricted to yard service will not be disqualified from yard service as the result of that provision;
- (b)** a locomotive engineer in yard service will not be required to operate on road territory over which he/she is not familiar; and
- (c)** a locomotive engineer in yard service will not be required to operate on road territory unless he/she is qualified to operate on such road territory.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

cc: Mr. S.A. Warner

Addendum No. 59

Sabbatical Leave

Toronto, Ontario, May 13, 2001

R. LeBel	General Chairperson CCROU
R. Long	General Chairpers on 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,

Vice-President Labour Relations
and Employment Legislation

Addendum No. 60

**HERDING DIESEL UNITS
BETWEEN YARDS OF A TERMINAL**

March 1, 1988

Mr. G. Hallé General Chairman Brotherhood of Locomotive Engineers 25 Place Marché Champlain Suite 204 Quebec, Quebec G1K 4H7	Mr. P. Seagris General Chairman Brotherhood of Locomotive Engineers 310 - 2265 Pembina Hwy. Winnipeg, Manitoba R3T 5J3
---	--

Mr. J.D. Pickle
General Chairman
Brotherhood of Locomotive Engineers
559 Exmouth St.
Sarnia, Ontario
N7T 5P6

Gentlemen:

During the current round of national negotiations, the Brotherhood expressed some concern about the utilization of locomotive engineers working in yard and transfer service to "herd" diesel units between yards in terminals such as Vancouver, Toronto and Montreal. It was the Brotherhood's position that its members were not being adequately compensated for doing so especially in light of the provisions of article 118 or article 24 of Agreements 1.1 and 1.2 respectively as they apply to locomotive engineers in road service.

In response to this concern, the Company agreed that, in instances where locomotive engineers working in yard and transfer service are required to "herd" diesel units between yards of a terminal, they will be paid the allowance provided by articles 118 or 24 of Agreement 1.1 or Agreement 1.2, respectively, under the same terms and conditions as outlined therein.

This, of course, will not apply to locomotive engineers called exclusively for the purpose of "herding" locomotives within the terminal.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

Addendum No. 61

**COMPENSATION FOR PERFORMING CERTAIN
WORK IN CONNECTION WITH TOUR OF DUTY**

March 1, 1988

Mr. G. Hallé General Chairman Brotherhood of Locomotive Engineers 25 Place Marché Champlain Suite 204 Quebec, Quebec G1K 4H7	Mr. P. Seagris General Chairman Brotherhood of Locomotive Engineers 310 - 2265 Pembina Hwy. Winnipeg, Manitoba R3T 5J3
---	--

Mr. J.D. Pickle
General Chairman
Brotherhood of Locomotive Engineers
559 Exmouth St.
Sarnia, Ontario
N7T 5P6

Gentlemen:

In response to certain proposals submitted by the Brotherhood during the current round of negotiations, there was some discussion concerning the matter of compensation for Locomotive Engineers who performed certain work in connection with their tour of duty.

It developed during our discussions that one of the Brotherhood's concerns related to Locomotive Engineers who, upon reporting for duty, are being required to switch out the locomotive for that tour of duty. In so doing, the Locomotive Engineers released hand brakes, air brakes and in some cases were required to also connect and disconnect various air hoses. The Brotherhood insisted that in such cases, Locomotive Engineers should be compensated over and above the payment for their normal tour of duty.

The Company informed the Brotherhood that in the examples cited, i.e. required to switch out a locomotive upon reporting for duty, compensation will be allowed in accordance with Section C of the letter appearing on pages 193-206 of Agreement 1.1 and

Section C of Addendum 31 of Agreement 1.2. In other words, these duties are considered as duties other than those delineated in Section B and therefore time so occupied will be paid.

The second concern advanced by the Brotherhood concerned situations where, because of an absence of shop staff, Locomotive Engineers are being required to assemble their own consist and, in so doing, are required to obtain locomotives from various tracks within the yard.

The Company replied that situations of this type are, in all material respects, similar to those described above; i.e., where Locomotive Engineers are required to switch out their own locomotives. Therefore, in such instances, payment will be made in accordance with Section C of the applicable Memorandum or Addendum, as the case may be.

In the case of Agreement 1.1, this letter replaces the letter dated May 21, 1982 presently found on pages 354 (ak) to 354 (al).

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

cc: Messrs.-

R.A. Walker, Senior Vice-President, Edmonton
F.D. Campbell, Regional Vice-President, Winnipeg
A.E. Deegan, Regional Vice-President, Toronto
J.R. Lagacé, Regional Vice-President, Montreal
M.E. Blackwell, Regional Vice-President, Moncton
D.H. Grant, Chief of Transportation, Montreal

Addendum No. 62

**RESUMING DUTY AFTER BEING OFF FOR MILES OR
VACATION**

**CANADIAN NATIONAL RAILWAY COMPANY
Prairie & Mountain Regions**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED THAT effective 1 March 1988, the following conditions will apply with respect to all Locomotive Engineers resuming duty.

1. In the application of paragraph 64.11 of article 64, Agreement 1.2 a Locomotive Engineer's working month will commence and end at 0600 hours on the date set for that purpose.
2. In the application of article 80 of Agreement 1.2, a Locomotive Engineer's annual vacation will commence and end at 0600 hours on the dates set for that purpose.

Note in application of Paragraphs 1 and 2: Employees returning from Miles or Vacation will be available to accept any call with an Order Time of 0600. This paragraph will not apply to employees covered by article 63.14(a).

3. When, at the time of placement in accordance with paragraphs 1 and 2 above, a Locomotive Engineer's turn in pool service, is being manned under paragraph 32.4, 32.8, 51.6 or Addendum No. 14 of Agreement 1.2 such Locomotive Engineer will be placed first out.

4. This Memorandum of Agreement is subject to cancellation by either party on thirty days' notice in writing.

Signed at Winnipeg, this 16th day of March, 1988.

FOR THE COMPANY:

(Sgd) D.W. Coughlin
For: Vice-President
Winnipeg

(Sgd) Keith G. Macdonald
For: Senior Vice-President
Western Canada

(Sgd) M. Delgreco
For: Assistant Vice-President
Labour Relations
Montreal

FOR THE BROTHERHOOD:

(Sgd) P. Seagris
General Chairman

Effective February 13, 1998 this addendum is amended by the provisions of Article 63 but remains applicable for employees returning to the working board at other than the board adjustment time each Friday.

Revised by Memorandum of Agreement dated May 13, 2001.

Addendum No. 63

**ESTABLISHMENT OF A GUARANTEE
FOR THE SPARE BOARD AT McLENNAN**

April 4, 1988

Mr. P. Seagris
General Chairman
Brotherhood of Locomotive Engineers
Suite 310 - 2265 Pembina Hwy.
Winnipeg, Manitoba R3T 5J3

Dear Mr. Seagris:

This will confirm our recent meeting held in Edmonton, Alberta concerning the establishment of a guarantee for the spareboard at McLennan, Alberta.

You will appreciate that the nature of railway operations and traffic fluctuations especially at small terminals makes it difficult to properly maintain adequate manpower to meet the operational requirements. Both Paragraph 64.6 and 64.7 of Article 64 of Agreement 1.2 provide for board adjustments based on the prior week's traffic levels. This has proven ineffective in maintaining an adequate work force at McLennan.

In an effort to improve the situation to the mutual benefit of the Company and the employees, it is agreed that guarantee for the spareboard at McLennan, Alberta will be established subject to the conditions contained in this letter.

1. When the guaranteed spareboard is to be implemented, the Company will give at least 10 days prior notice to the Local Chairman. During the period that the guaranteed spareboard is in effect, Paragraph 64.6 (b) and Paragraph 64.7 of Article 64 of Agreement 1.2 will be suspended.
2. An employee assigned to the spareboard who is available for duty for an entire calendar month will be guaranteed, for such a month, the equivalent of the miles set forth below at the Locomotive Engineer's minimum weight on driver rate of pay for through freight service;
spareboard service - 3720 miles

- i) The monthly guarantee will be reduced by the equivalent of 124 miles at the Locomotive Engineer minimum weight on driver for through freight service for each calendar day or portion thereof on which the employee is not available for duty and for each call missed.
 - ii) An employee, while standing first out, misses a two-hour call on more than four occasions in a calendar month, will not be entitled to any guarantee under this provision unless the calls missed were for reasons satisfactory to the proper officer of the Company.
 - iii) An employee when assigned to the spareboard who books rest in excess of 14 hours will have his guarantee reduced in accordance with the provisions of sub-paragraph (i) above except that an employee in road service who has been on a tour of duty away from his home terminal in excess of 24 hours, calculated from the time he reports for duty at his home terminal until he is released from duty upon return to his home terminal, will have his guarantee reduced only if he books in excess of 16 hours rest.
 - iv) An employee entitled to the guarantee under the provisions of this letter who is assigned to the spareboard for only a portion of a month will be paid his full proportion of the guarantee pro rated according to the number of days the employee was entitled to the guarantee as related to the number of days in the month.
3. In the calculation of guarantee payments provided under the provisions of this letter, all compensation paid to the employee under Agreements 4.3 and 4.2, as well as compensation paid as a Locomotive Engineer during the month or portion of the month that the employee is assigned to the spareboard be used to offset any such guarantee payments.

4. Subject to the requirements of the service and the provisions in this letter, the Company will regulate the number of employees assigned to the spareboard in accordance with its operational requirements. When regulated in accordance with the preceding sentence, the Local Chairman or his delegate will be notified of the particulars at the time of regulation.
5. The provisions of this letter will not be construed to mean that the earnings specified are the maximum which Locomotive Engineers will be permitted to earn.
6. The provisions of this letter shall remain in effect subject to 60 days notice in writing from either party to the other of its desire to cancel or revise same.

Please confirm your agreement to the foregoing by signing the attached copies of this letter in the space provided and return them to the undersigned.

Yours truly,
(Sgd) Keith G. Macdonald
For: R.A. Walker
Senior Vice-President
Western Canada

I AGREE:

(Sgd) P. Seagris
General Chairman
Brotherhood of Locomotive Engineers

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

Addendum No. 64

**RUNNING OF LOCOMOTIVE ENGINEERS
IN POOL SERVICE OPERATING
FROM SIOUX LOOKOUT**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers with respect to the running of Locomotive Engineers in pool service operating from Sioux Lookout, Ontario.

Notwithstanding the first-in, first-out provisions of Agreement 1.2, it is agreed that effective 1 August 1988:

1.
 - (a) When a Locomotive Engineer is scooped en route for reasons other than booking rest, such Locomotive Engineer, upon arrival at the away-from-home terminal, will regain his pool turn at the away-from-home terminal provided he is available for a forty-five minute call.
 - (b) The provisions of Item 1(a) hereof shall only apply between unassigned Locomotive Engineers who have run to the same away-from-home terminal by the same route.
2. It will be incumbent upon the Locomotive Engineer 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 by or on behalf of any employee.
3. The application of the provisions of this Memorandum shall not constitute a run-around.
4. Upon the effective date of this Memorandum, all other so-called "no scoop" agreements or understandings in conflict herewith shall be considered as cancelled.

5. The Memorandum shall continue in effect until cancelled by either party upon thirty days notice in writing.

Signed at Winnipeg, Manitoba, this 28th day of July 1988.

FOR THE COMPANY: FOR THE BROTHERHOOD:

(Sgd) D.W. Coughlin **(Sgd) P. Seagris**
For: Vice-President General Chairman

(Sgd) M. Delgreco
For: Assistant Vice-President
Labour Relations

Addendum No. 65

**MANNING THE OUTPOST YARD ASSIGNMENT
AT HUDSON BAY, SASKATCHEWAN**

**CANADIAN NATIONAL RAILWAY COMPANY
Prairie Region**

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED that effective 1 October 1988, the following conditions will apply with respect to the manning of the outpost yard assignment at Hudson Bay, Saskatchewan.

- 1) Locomotive Engineers home stationed at Canora, who elect to exercise seniority to the yard assignment at Hudson Bay, pursuant to paragraph 51.11 or 51.12 will not be governed by the "30-day Penalty" contained in paragraphs 51.16, 51.18, and 51.19. For the purpose of this Memorandum of Agreement such Locomotive Engineers will be subject to a 14-day penalty in the application of paragraphs 51.16, 51.18 and 51.19.
- 2) Upon implementation, the provisions of this Memorandum of Agreement shall prevail notwithstanding the provisions of Agreement 1.2 which may be in conflict with this Memorandum of Agreement. The Company will not be subjected to any grievances or time claims if such grievance or time claim arises as a consequence of the implementation and application of this Memorandum of Agreement.
- 3) Division officers and the Local Chairman will cooperate in the application of this Memorandum of Agreement.
- 4) This Memorandum of Agreement is subject to cancellation on thirty days notice in writing from any one of the signatory parties hereto.

Signed at Winnipeg, Manitoba, this 25th day of August, 1988.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

(Sgd) D.W. Coughlin

For: Vice-President

(Sgd) P. Seagris

General Chairman

(Sgd) M. Delgreco

For: Assistant Vice-President
Labour Relations

Addendum No. 66

BEREAVEMENT LEAVE

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 Marché 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 No. 67

PASS TRANSPORTATION BENEFITS

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
B. Henry	General Chairperson CCROU
D. Shewchuk	General Chairman CCROU

Gentlemen:

This has reference to the matter of pass transportation benefits presently applicable to employees of Canadian National Railway Company (CN) represented by your 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, 2003, 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 General Chairperson/Chairman concerned notified.

For the purpose of this letter, the word "employees" includes pensioners.

Yours truly,

(Sgd) Richard Dixon
Vice-President Labour Relations
and Employment Legislation

Addendum No. 68

**COMPENSATION FOR PERFORMING CERTAIN
WORK NOT NORMALLY ASSOCIATED WITH
TOUR OF DUTY**

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
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Mr. G. Hallé
General Chairman
Brotherhood of Locomotive Engineers
25 Place Marché 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 No. 69

STANDARDS FOR LOCOMOTIVE CABS

June 21, 1989

Mr. D.S. Kipp	Mr. J.D. Pickle
General Chairman	General Chairman
Brotherhood of Locomotive Engineers	Brotherhood of Locomotive Engineers
310-2265 Pembina Highway	559 Exmouth Street
Winnipeg, Manitoba	Sarnia, Ontario
R3T 5J3	N7T 5P6

Mr. G. Hallé
General Chairman
Brotherhood of Locomotive Engineers
25 Place Marché 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 No. 70

ACQUISITION OF NEW BUSINESS

June 21, 1989

Mr. D.S. Kipp	Mr. J.D. Pickle
General Chairman	General Chairman
Brotherhood of Locomotive Engineers	Brotherhood of Locomotive Engineers
310-2265 Pembina Highway	559 Exmouth Street
Winnipeg, Manitoba	Sarnia, Ontario
R3T 5J3	N7T 5P6

Mr. G. Hallé
General Chairman
Brotherhood of Locomotive Engineers
25 Place Marché 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

I ACKNOWLEDGE:

(Sgd) Jack D. Pickle
General Chairman

I ACKNOWLEDGE:

(Sgd) D.S. Kipp
General Chairman

cc: S.A. Warner, Vice-President & Canadian Director,
Brotherhood of Locomotive Engineers

Addendum No. 71

**ESTABLISHMENT OF EARLY RETIREMENT
OPPORTUNITIES TO LOCOMOTIVE ENGINEERS
EMPLOYED ON THE SEVENTH AND NINTH
SENIORITY DISTRICTS, INCLUSIVE.**

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 Seventh and Ninth Seniority Districts, inclusive.

IT IS AGREED THAT:

1. Early retirement opportunities will be advertised on the seniority territory as set out in paragraph 2 hereof to eligible locomotive engineers governed by Agreement 1.2. Successful applicants must commence pre-retirement vacation within 30 days of being awarded an opportunity under this agreement. Such early retirement opportunities will be made available under the terms and conditions set out below.
2.
 - (a) Unless otherwise mutually agreed, early retirement opportunities will be advertised on the seniority territory for 15 days upon the signing of this Agreement.
 - (b) Early retirement opportunities will again be advertised for 15 days on the seniority territory commencing on March 1 and October 1, 1993.
 - (c) Early retirement opportunities will again be advertised for 15 days on the seniority territory commencing on March 1 and October 1, 1994.

(d) Locomotive Engineers who are eligible to apply for an early retirement opportunity and separation allowance under the provisions of this Memorandum of Agreement must apply at the first opportunity bulletined under this Agreement or will thereafter be ineligible to apply.

(e) At locations where shortages of employees may exist, Locomotive Engineers may be held in service for a period not to exceed one year from the close of the respective bulletin dates in this paragraph.

3. 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 2. 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.

4. 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

5. In the application of paragraph (4), 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 (4) minus any pension payments which would have been due to him had he been a member of the 1959 Pension Plan.

6. 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.

7. 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.

8. Unless there is a shortage of locomotive engineers at the locations where early retirement opportunities are available the provisions of subparagraph (a) (ii) of paragraph 58.6 of Article 58 will not be applied as a result of Locomotive Engineers retiring pursuant to this Memorandum of Agreement.

Signed at Montreal, Quebec, this 20th day of November, 1992.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

(Sgd) M. Healey
For: Assistant
Vice-President
Labour Relations

(Sgd) Wayne A. Wright
General Chairman

Addendum No. 71A

**HANDLING OF PORTABLE RADIOS IN A CONDUCTOR /
YARD FOREMAN ONLY OPERATION**

November 20, 1992

W.A. Wright
General Chairman
Brotherhood of Locomotive Engineers
No. 2 - 3012 Louise Street
Saskatoon, Sask.
S7J 3L8

This concerns negotiations leading up to the signing of the Memorandum of Agreement dated November 20, 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/yard foreman only operation.

From our discussions it became apparent that due to the nature of a conductor/yard foreman only operation, a Locomotive Engineer may be required to handle a portable radio during a tour of duty.

The Company will make arrangements to ensure that portable radios will be made accessible to locomotive engineers at locations where locomotive engineers report for duty.

(Sgd) D.E. Lussier
For: Chief of Transportation

cc: G. Hallé, Vice-President, B. of L. E. , Ottawa

Addendum No. 71B

**OPERATION OF CABOOSELESS YARD OPERATIONS ON
THE PRAIRIE AND MOUNTAIN REGIONS**

November 20, 1992

W.A. Wright
General Chairman
Brotherhood of Locomotive Engineers
No. 2 - 3012 Louise Street
Saskatoon, Sask.
S7J 3L8

This is in reference to our discussion concerning the application of addendum 36 of Agreement 1.2 and the operation of cabooseless yard operations on the Prairie and Mountain Regions.

During our discussions it was explained that locomotive engineers whose assignments may have formerly operated with a caboose are now operated without a caboose and with a locomotive equipped with such amenities as a refrigerator, an electric hot plate and toilet. These new facilities on the locomotives replaced many of those previously provided on the yard or transfer caboose, which was used as an eating facility. It was also explained that the company has been experiencing some delays with certain yard and transfer movements which seriously impacted the operation due to employees leaving the property to eat.

Accordingly, with the discontinuance of yard and transfer cabooses and the provision of the above noted facilities on locomotives, it is expected that locomotive engineers enroute will eat on such suitably equipped locomotives along with the members of the crew. It is also understood that locomotive engineers at locations where lunchroom facilities were readily available would continue to use these facilities.

Yours truly,

(Sgd) M. Healey
For: Assistant Vice-President
Labour Relations

Addendum No. 71C

HOLDING LOCOMOTIVE ENGINEERS AT THE AWAY FROM HOME TERMINAL WHEN A CONDUCTOR IS WORKED OUT OF THE AWAY FROM HOME TERMINAL AS A BRAKEMAN ACCOUNT BRAKEMEN ARE NOT AVAILABLE

November 20, 1992

W.A. Wright
General Chairman
Brotherhood of Locomotive Engineers
No. 2 - 3012 Louise Street
Saskatoon, Sask.
S7J 3L8

This is in reference to the Memorandum of Agreement dated November 20, 1992 concerning the operation of trains and yard transfers with a crew consist of a conductor and yard foreman only.

During our discussions, the Brotherhood sought some assurances with respect to holding locomotive engineers at the away from home terminal when a conductor is worked out of the away from home terminal as a brakeman account brakemen are not available. In this regard you are advised that locomotive engineers would either work or deadhead no later than five hours after the aforementioned conductor reports for duty as a brakeman at the away from home terminal.

It was understood that the aforementioned would not apply when transportation was not immediately available or when circumstances such as those outlined in Addendum 38 prevented the employees from being worked or deadheaded.

Yours truly,

(Sgd) M. Healey
For: Assistant Vice-President
Labour Relations

I CONCUR:
(Sgd) Wayne A. Wright
General Chairman

Addendum No. 71D

**APPLICATION OF APPENDIX 5 OF THE MEMORANDUM OF
AGREEMENT DATED NOVEMBER 20, 1992**

November 20, 1992

W.A. Wright
General Chairman
Brotherhood of Locomotive Engineers
No. 2 - 3012 Louise Street
Saskatoon, Sask.
S7J 3L8

This is in reference to Appendix 5 of the Memorandum of Agreement dated November 20, 1992.

The aforementioned appendix provides that a Locomotive Engineer would either work or deadhead no later than five hours after the Conductor worked with reported for duty as a Brakeman, account when no brakeman were available, at the away-from-home terminal. As you are aware, the purpose of the appendix was to work or deadhead Locomotive Engineers when a Conductor was boosted in a pool to work as a Brakeman to the home terminal. There were circumstances under Agreement 4.3 however, that provided that the Conductor who would normally be called to work as a Brakeman would, due to the application of seniority provisions of that Agreement, work as the Conductor on the crew rather than the Brakeman.

In these circumstances, it was agreed that Appendix 8 would apply, whether the Conductor worked as either a Brakeman or a Conductor.

Yours truly,

(Sgd) M. Healey
For: Assistant Vice-President
Labour Relations

Addendum No. 71E

**UP TO 1-HOUR SWITCHING AT THE FINAL TERMINAL
WHERE YARD ENGINES ARE NOT ON DUTY BY
LOCOMOTIVE ENGINEERS WHO HAVE BEEN ON DUTY IN
EXCESS OF 8 HOURS UPON ARRIVAL AT THAT POINT**

November 20, 1992

W.A. Wright
General Chairman
Brotherhood of Locomotive Engineers
No. 2 - 3012 Louise Street
Saskatoon, Sask.
S7J 3L8

This is in reference to our discussions concerning the addition of new paragraph 11.6 of Article 11 of Agreement 1.2.

You will recall that the parties had a significant amount of dialogue with respect to this revision of the Collective Agreement. It was the last issue to be resolved prior to the signing of the Memorandum of Agreement dated November 20, 1992. Both parties felt that some assurances were required with respect to the application of this Article which allows up to 1-hour switching at the final terminal where yard engines are not on duty by locomotive engineers who have been on duty in excess of 8 hours upon arrival at that point. From the Brotherhood's perspective, it wanted to ensure that line officers would use good judgement in the application of the Article and in addition felt that the language in the Article referred to "notwithstanding any provision to the contrary" could lead to some misapplications by employees and Company Officers. In this regard, it was explained the Article contemplated that Locomotive Engineers would perform one hours work at the final terminal. While the parties recognize that the provisions of Article 20 (Meals) and Article 28 (Rest) would apply, it was understood that one hour switching would be performed at the final terminal prior to the employees eating unless the employees had requested rest pursuant to Article 28 account being on duty for 10 hours or more. It was understood, however, this provision would not alter any employee's right to eat.

On the other hand, the Company indicated it had serious reservations with respect to the limit of 1 hour being sufficient to meet its customers requirements for switching at final terminals where yard engines are not on duty. As we discussed, the purpose of the Article was to provide timely transportation service. Accordingly, the parties agreed that any concerns over the application of paragraph 11.6 of Article 11 would best be handled through dialogue to the General Chairman and the appropriate District Superintendent. If the aforementioned accurately reflects our discussions, please sign where indicated.

Yours truly,

I CONCUR

(Sgd) M. Healey

For: Assistant Vice-President
Labour Relations

(Sgd) Wayne A. Wright

General Chairman

Addendum No. 72

**CONDITIONS ATTACHED TO TRAINING FOR
RE-QUALIFICATION UNDER THE RAILWAY EMPLOYEE
QUALIFICATION STANDARDS REGULATIONS**

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 - \$15.00; or

(2) where the provided accommodation does not include cooking facilities - \$25.00.

2. Employees attending a training program in accordance with this Memorandum of Agreement will be compensated at the following rate per day for each day in attendance on the training course:

	EFFECTIVE		
	Jan. 1/01	Jan. 1/02	Jan. 1/03
	\$	\$	\$
Locomotive			
Engineer	189.30	193.09	196.95
Hostler	173.04	176.50	180.03
Second Engineer	189.30	193.09	196.95

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. 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

Addendum No. 72A

**APPLICATION OF WAGE INCREASE TO THE DAILY RATE
OF PAY FOR RE-QUALIFICATION UNDER THE RAILWAY
EMPLOYEE QUALIFICATION STANDARDS REGULATIONS**

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. Bart
For: Assistant
Vice-President
Labour Relations

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

Addendum No. 72B

**DURATION OF THE RAILWAY EMPLOYEE
QUALIFICATIONS STANDARDS REGULATIONS TRAINING
COURSE**

February 12, 1992

Réjean Bourgoin General Chairman Brotherhood of Locomotive Engineers 8093 Boul. du Centre Hospitalier Charny, Quebec G6X 1L3	Cliff Hamilton General Chairman Brotherhood of Locomotive Engineers P.O. Box 140 Kingston, Ontario K7L 4V6
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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 No. 72C

**EMPLOYEE QUALIFICATIONS STANDARDS REGULATIONS
TRAINING COURSE**

Toronto, Ontario, May 13, 2001

G. Halle 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 72B.

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 72 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 72 remain unchanged for each session of the three-year cycles.

Senior Vice-President

Addendum No. 73

**DELETION OF THE WORDS "WHOSE EARNINGS ARE
ADVERSELY AFFECTED" FROM THE MAINTENANCE OF
EARNINGS PROVISIONS CONTAINED IN THE REVISED
ARTICLES 89**

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
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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) Wayne A. Wright
General Chairman

I CONCUR:

(Sgd) Bradford E. Wood
General Chairman

cc: G. Hallé, Vice-President, BLE, Ottawa

Addendum No. 74

Leave of Absence for Urgent Personal Affairs

Memorandum of Agreement – March 28, 2000

The parties agree to reactivate 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 of 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) Richard Dixon
Vice-President,
Labour Relations and
Employment Legislation

(Sgd) Gilles Halle
Canadian Director BLE

(Sgd) W.G. Scarrow
CCROU Vice-Chairperson

Addendum No. 75

**APPLICATION OF PARAGRAPH 58.1, ARTICLE 58 OF
AGREEMENT 1.2 ON THE MOUNTAIN AND PRAIRIE
REGIONS**

January 30, 1991

Mr. D.S. Kipp
General Chairman
Brotherhood of Locomotive Engineers
Suite 2 - 622 Tranquille Road
Kamloops, B.C.
V2B 3H6

Dear Mr. Kipp:

This will confirm our discussion concerning the application of paragraph 58.1, Article 58 of Agreement 1.2 on the Mountain and Prairie Regions.

As you are aware, paragraph 58.1 permits Locomotive Engineers to elect a permanent transfer to another home station for "superior service" in the event that they are unable to hold either yard or road service at their home station.

Recently, however, a number of Locomotive Engineers have been deliberately utilizing the provisions of paragraph 33.17 of Article 33 in order to voluntarily exempt themselves from yard or road service in an attempt to transfer to another home station for "superior service". Under these circumstances, Locomotive Engineers would elect to delete all those choices in a particular class of service from their 746, that they would otherwise have been able to hold in accordance with their Locomotive Engineer's seniority.

As discussed, it has been a long standing interpretation and practice that Locomotive Engineers transferring for "superior service" would do so on the basis of their seniority. In other words, the parties have recognized that paragraph 58.1 was intended to apply in circumstances where Locomotive Engineers were unable to hold a particular class of service due to insufficient seniority.

It is therefore agreed, that should a Locomotive Engineer elect to exempt his or herself from either yard or road service under the provisions of paragraph 33.17 of Article 33, yet possesses sufficient seniority to hold such service, then such Locomotive Engineer will not be permitted to transfer for "superior service" under the provisions of paragraph 58.1 of Article 58.

Should the foregoing accurately reflect our discussions on this matter, please signify your agreement by signing in the space provided below and returning a signed copy to the undersigned.

Yours truly,

(Sgd) Keith G. Macdonald

For: R.A. Walker
Senior Vice-President
Western Canada

(Sgd) D.W. Coughlin

For: F.D. Campbell
Vice-President
Prairie Region

I AGREE

(Sgd) W.A. Wright

Acting General Chairman
Brotherhood of Locomotive Engineers

Addendum No. 76

DEFINITION OF GRAIN BLOCK SERVICE

November 20, 1992

Wayne A. Wright
General Chairman
Brotherhood of Locomotive Engineers
No. 2, 3012 Louise Street
Saskatoon, Saskatchewan
S7J 3L8

During the current round of national negotiations, the Brotherhood requested a definition of grain block service.

The phrase, "train performing grain block service or grain block work" appears in a number of places in Agreement 1.2, specifically Article 20 (Meals) and Article 28 (Rest).

A definition of grain block service is perhaps best illustrated by describing the work performed as follows.

The phrase "grain block work" refers to trains ordered for the sole purpose of work associated with the spotting and picking up of grain cars. Grain block operations usually operate by spotting empty grain cars to the away from home terminal, and return later in the day, usually after a period of rest, to pick up the cars which were loaded while the crew was resting at the away from home terminal. In other words, their exclusive task is spotting grain empties and picking up the loads although, occasionally, other commodities may also be handled. These are however, incidental to the usual task of handling grain.

Other through freight trains which are ordered to pick up or set off grain cars en route are performing work which is incidental to the trip and accordingly not considered grain block trains.

The Brotherhood indicated the aforementioned satisfied their concerns.

(Sgd) M. Healey
For: Assistant Vice-President
Labour Relations

Addendum No. 77

Condition of Locomotive Cabs

May 5, 1995

Mr. J.W. Armstrong	Mr. W.A. Wright
General Chairperson	General Chairman
Canadian Council of Railway	Canadian Council of Railway
Operating Unions	Operating Unions
9665-45th Avenue	No. 2-3012 Louise Street
Edmonton, Alberta	Saskatoon, Saskatchewan
T6E 5Z8	S7J 3L8

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 with the exception of locomotives that will be phased out in the next several years.

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) J.W. Armstrong	(Sgd) W.A. Wright
General Chairperson	General Chairman

Addendum No. 78

Engine Service Training Program

May 5, 1995

Mr. J.W. Armstrong	Mr. W.A. Wright
General Chairperson	General Chairman
Canadian Council of Railway	Canadian Council of Railway
Operating Unions	Operating Unions
9665-45th Avenue	No. 2-3012 Louise Street
Edmonton, Alberta	Saskatoon, Saskatchewan
T6E 5Z8	S7J 3L8

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) J.W. Armstrong
General Chairperson

(Sgd)W.A. Wright
General Chairman

Addendum No. 79

Extended Runs - Western Canada

May 5, 1995

Mr. J.W. Armstrong General Chairperson Canadian Council of Railway Operating Unions 9665-45th Avenue Edmonton, Alberta T6E 5Z8	Mr. W.A. Wright General Chairman Canadian Council of Railway Operating Unions No. 2-3012 Louise Street Saskatoon, Saskatchewan S7J 3L8
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Gentlemen:

During the mediation / arbitration process conducted by Mr. Justice Adams at Toronto in April and May 1995, which culminated in a mediated settlement on implementation of extended runs in Western Canada, a process for implementation and ongoing monitoring was established.

It was decided in order to protect employees and avoid restrictive work rules 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

1. Will not reduce the level of safety.
2. Will enhance transit time, reduce initial and final terminal time and improve customer service reliability.
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 which vary by terminal:

i.e.: 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
 - set out or pick up
 - provisions of conductor only agreement will apply
7. Conductors must be qualified to operate a locomotive when accompanied by a Locomotive Engineer.
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, 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 Senior Director Transportation Services 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 -
Mountain Region

2 appointees by the CCROU General Chairmen- Prairie
Region

2 Senior Company Officers

Frequency:

Full time until extended runs are implemented.

Mandate:

Determine standards and measures

Establish detailed implementation plans for Western
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 established, amount of on line work increased, not to exceed conductor only criteria, due to bona fide service plan need).

Prompt implementation would be jointly coordinated 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 extended runs to employees.

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 on employees 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.

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 consistent 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.) J.W. Armstrong
General Chairperson

(Sgd.) W.A. Wright
General Chairman

Attachment A

Examine and implement crewing, scheduling, and cycling of assignments.

Determine appropriate accommodation arrangements, including traveling 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)

Addendum No. 80

Implementation of Extended Runs

May 5, 1995

Mr. J.W. Armstrong General Chairperson Canadian Council of Railway Operating Unions 9665-45th Avenue Edmonton, Alberta T6E 5Z8	Mr. W.A. Wright General Chairman Canadian Council of Railway Operating Unions No. 2-3012 Louise Street Saskatoon, Saskatchewan S7J 3L8
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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 22 of Agreement 1.2 and Article 19 of Agreement 4.3 would be, for the purposes of implementation 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 during this implementation shall be paid \$25.85 over and above all other wages earned for that tour of duty.

(Sgd) M. Healey
For Assistant Vice-President
Labour Relations

I Concur:

(Sgd.) J.W. Armstrong **(Sgd.) W.A. Wright**
General Chairperson General Chairman

Addendum No. 81

Learning the Road

Montreal, Quebec, February 13, 1998

R. LeBel General Chairperson CCROU 1026 St. Jean Street, Ste. 200 Quebec, Que. G1R 1R7	R. Long General Chairperson CCROU 325 West Street, #200, Bldg A Brantford, Ont. N3R 6B7
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M.P. Gregotski General Chairperson - CCROU Country Square 516 Garrison Road, Unit 5 Fort Erie, Ont. L2A 1N2	B.J. Henry General Chairperson CCROU 8616 - 51 Avenue, Suite 309 Gallery 51 Edmonton, Alta. T6E 6E6
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B.E. Wood General Chairman CCROU 2 Dartmouth Road, Suite 210 Bedford, N.S. B4A 2K7	R. Dyon General Chairman CCROU 3610 Valiquette St., Suite 200 St. Laurent, Que. H4S 1X8
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M. Simpson
General Chairman
CCROU
No. 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

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.) Mark M. Boyle

For: K.L. Heller
Senior Vice-President, Line Operations

cc: W.G. Scarrow
G. Hallé
J.W. Armstrong

Addendum No. 82

Crew Scheduling

Montreal, Quebec, February 13, 1998

M. Simpson	B.J. Henry
General Chairman	General Chairperson
C.C.R.O.U.	C.C.R.O.U.
No. 2 - 3012 Louise Street	8616 - 51 Avenue, Suite 309
Saskatoon, Sask. S7J 3L8	Gallery 51
	Edmonton, Alta. T6E 6E6

Gentlemen:

During this round of negotiations, the Parties met to discuss the issue of Crew Scheduling.

The parties mutually recognize the value of crew scheduling and the benefits derived therefrom. The crew scheduling provided under this initiative serves to enhance safety and to promote an improved lifestyle. To accommodate the benefits inherent in this initiative the parties are committed to work in a cooperative manner to achieve the effective implementation of this initiative.

Accordingly, the Parties recognize the need to address issues related to the implementation of crew scheduling during the closed period and to make adjustments or revisions to collective agreement articles directly affected by this initiative, as mutually agreed, subject to the following dispute resolution process:

1. The parties are committed to resolve issues arising from this agreement in an expeditious manner.
2. Should an issue arise concerning implementation and application of this agreement it will be addressed by the Steering Committee.
3. Failing resolve by the Steering Committee the parties may mutually agree to submit the issues to a mutually acceptable Mediator/Arbitrator for final and binding resolution.

4. It is agreed that costs and expenses of the Mediator/Arbitrator will be equally shared by the Company and CCROU (BLE & UTU).
5. Unless otherwise mutually agreed to between the parties, the Mediator/Arbitrator will be the same Arbitrator who is appointed to the Canadian Railway Office of Arbitration.

Yours truly,

(Sgd.) Richard J. Dixon

Assistant Vice-President

Labour Relations and Employment Legislation

Addendum No. 83

Critical Incident Situations

Montreal, Quebec, February 13, 1998

R. LeBel General Chairperson CCROU 1026 St. Jean Street, Ste. 200 Quebec, Que. G1R 1R7	R. Long General Chairperson CCROU 325 West Street, #200, Bldg A Brantford, Ont. N3R 6B7
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M.P. Gregotski General Chairperson - CCROU Country Square 516 Garrison Road, Unit 5 Fort Erie, Ont. L2A 1N2	B.J. Henry General Chairperson CCROU 8616 - 51 Avenue, Suite 309 Gallery 51 Edmonton, Alta. T6E 6E6
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B.E. Wood General Chairman CCROU 2 Dartmouth Road, Suite 210 Bedford, N.S. B4A 2K7	R. Dyon General Chairman CCROU 3610 Valiquette St., Suite 200 St. Laurent, Que. H4S 1X8
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M. Simpson
General Chairman
CCROU
No. 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

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.) Mark M. Boyle

for: K.L. Heller
Senior Vice-President, Line Operations

cc: W.G. Scarrow
G. Hallé
J.W. Armstrong

Addendum No. 84

Light & modified duties for pregnant employees

Montreal, Quebec, February 13, 1998

R. LeBel General Chairperson CCROU 1026 St. Jean Street, Ste. 200 Quebec, Que. G1R 1R7	R. Long General Chairperson CCROU 325 West Street, #200, Bldg A Brantford, Ont. N3R 6B7
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M.P. Gregotski General Chairperson - CCROU Country Square 516 Garrison Road, Unit 5 Fort Erie, Ont. L2A 1N2	B.J. Henry General Chairperson CCROU 8616 - 51 Avenue, Suite 309 Gallery 51 Edmonton, Alta. T6E 6E6
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B.E. Wood General Chairman CCROU 2 Dartmouth Road, Suite 210 Bedford, N.S. B4A 2K7	R. Dyon General Chairman CCROU 3610 Valiquette St., Suite 200 St. Laurent, Que. H4S 1X8
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M. Simpson
General Chairman
CCROU
No. 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

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.) Richard J. Dixon
Assistant Vice-President
Labour Relations and Employment Legislation

cc: W.G. Scarrow
G. Hallé
J.W. Armstrong

Addendum No. 85

Guarantees

Montreal, Quebec, February 13, 1998

M. Simpson	B.J. Henry
General Chairman	General Chairperson
C.C.R.O.U.	C.C.R.O.U.
No. 2 - 3012 Louise Street	8616 - 51 Avenue, Suite 309
Saskatoon, Sask. S7J 3L8	Gallery 51
	Edmonton, Alta. T6E 6E6

Gentlemen:

One of the issues raised during this round of negotiations addressed the calculation with respect to guarantees for employees assigned to yard service as a result of using employees at adjacent terminals.

In view of the revised obligation for employees to follow their assignment, as opposed to the former requirement under the Memorandum of Agreement dated May 5, 1995 to protect all work opportunities, the reduction in the guarantee amount (1/13th) was amended to be commensurate with this revised obligation.

Yours truly,

(Sgd.) Joe T. Torchia
Manager Labour Relations

Addendum No. 86

Rescue Service

Montreal, Quebec February 13, 1998

B.J. Henry	M. Simpson
General Chairperson	General Chairman
C.C.R.O.U.	C.C.R.O.U.
8616 - 51 Avenue, Suite 309	No. 2 - 3012 Louise Street
Gallery 51	Saskatoon, Saskatchewan
Edmonton, Alberta T6E 6E6	S7J 3L8

Gentlemen:

During this round of negotiations, the Council raised a concern with the Company that on occasions, employees working on single sub territory and performing rescue service were required to rescue trains off their regularly assigned subdivision.

This will confirm that single sub employees, when called for rescue service, will be restricted to their regularly assigned subdivision.

Yours truly,

(Sgd.) Mark M. Boyle

for: K.L. Heller
Senior Vice-President, Line Operations

Addendum No. 87

Montreal, Quebec, February 13, 1998

M. Simpson
General Chairman
C.C.R.O.U.
No. 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

B.J. Henry
General Chairperson
C.C.R.O.U.
8616 - 51 Avenue, Suite 309
Gallery 51
Edmonton, Alta. T6E 6E6

Gentlemen:

During negotiations the Council stated their concerns that the intent of articles 28.8 of Agreement 1.2 and 35.13 of Agreement 4.3 was not being met with sufficient frequency.

The company reaffirmed it's commitment to take the necessary steps to fulfill its obligation in this regard. In order to maintain a continuing focus on this issue, the number of occurrences will be tracked to provide for an ongoing assessment.

Should this data give rise to further concerns on the council's part, it will be within their prerogative to re-open the matter for further discussion.

Yours truly,

(Sgd.) Mark M. Boyle

for: K.L. Heller
Senior Vice-President Operations

Addendum No. 88

System of Pay - Western Canada

Memorandum of Agreement between the Canadian National Railway Company and the Canadian Council of Railway Operating Unions concerning the negotiation of a new pay system in Western Canada pursuant to Appendix 11 of the Agreement dated May 5, 1995. It is agreed that the following provisions will be used concerning the introduction and the ongoing review of the new pay system:

Clause 1 Rates of Pay

- a) Run segments will be divided into extended runs, single subdivision operations, assignments, grain blocks, deadheading and so on to facilitate the establishment of a rate for runs which have a common class of service, originating and destination terminal and traverse the same route. Compensation per tour of duty for a run segment will be established based on the following:
 - (i) Run miles between terminals, outer switch to outer switch, or short run miles on such designated assignments, or deadhead miles

Note: It is understood that, at terminals, where trains operate or employees deadhead in several directions and destinations, a rate will be established for each direction and destination.

- b) Train length and run length allowances will be paid pursuant to the Collective Agreement provisions governing such payment and may be auto generated.
- c) In addition to clause 1 a) and 1 b), when any of the items listed below, as prescribed in the respective Collective Agreements, form a regular component of a run or run segment they will be averaged and included in the calculation of the single rate for a tour of duty:

- Initial terminal time (includes preparatory time)
- Final terminal time (includes inspection time)
- Time at turnaround
- Switching Enroute Side Trips;
Industrial Spur;
Junction switching;
Detention and switching at
intermediate terminals
-
- Conductor Only set
off/pick up and
designated cut
allowances
- Picking up/or setting
off Locomotives

Note 1: As an example, trains departing at Winnipeg for Melville will have the aforementioned averaged on the Rivers Subdivision separately from the components used for trains operating on other subdivisions. Similarly, trains at Winnipeg operating the Sprague/ Fort Frances Subdivision, will have components averaged for that subdivision(s) only

Clause 2 Deadheading

A tour of duty rate for deadheading will be established for freight or passenger service based on the miles deadheaded, and where applicable initial, final terminal or other payment or allowances, for each route and mode of transportation and Collective agreement provisions.

Clause 3
Time Claim Data and Local Review

The Company will provide time claim data for those components in Clauses 1, 2, 4 and 7 which are used to establish the initial rate for each run segment and for subsequent review periods referred to in Clause 10. This data will be reviewed and verified by the Regional Implementation / Review Committee referred to in Clause 12 b). This does not preclude other data being brought to the Regional Implementation / Review Committee's attention for their consideration when establishing the single rate of pay. The Regional Implementation / Review Committee will then review the data with the Local Chairman and appropriate Company Officer prior to the implementation or adjustment taking affect.

Clause 4
Rate Categories

- a) In order to facilitate the establishment of a single rate, trains will be categorized to the extent possible, by service design specifications, in the following manner:
- (i) Hook and haul trains where no work is included in the establishment of a single rate. In accordance with Clause 5 a), employees on trains in this category will submit an exception payment for work performed, and;
 - (ii) Trains which perform work at terminals or enroute.

Note 1: Examples of the aforementioned single rate categories are attached as Appendix E. These categories will be determined at each terminal by the Regional Implementation / Review Committee with the input of the appropriate Local Chairman and Company Officer as outlined in Clauses 10 b) and 12 b).

Note 2: In circumstances where a specific train number such as train 840, would operate as a hook and haul and a second train with the same designation which regularly performs line work which would put it in a another category, the Regional Implementation / Review Committee will examine the details and establish separate IDP and rates for these trains.

- (iii) Train Numbers will not be changed solely to reduce the rate of pay.

**Clause 5
Exception Payments**

- a) Employees on hook and haul trains that do not have work included in the calculation of the single rate described in Clause 1 will submit an exception payment claim for work performed pursuant to the applicable Collective Agreement provisions governing such payment. As some time claims may be automatically generated by the CATS system, a bulletin will be issued at each terminal to advise employees the manner in which exception payments will be submitted.
- b) In addition to the single rate described in Clause 1, employees will maintain entitlement to additional payments provided for in their respective collective agreements which are not included in the calculation of the single rate for their run and submit an exception payment for specific work performed.
- Note:** For example, if train 404 does not have a pick up enroute as part of the average and does perform such work, employees will be paid an exception payment pursuant to the collective agreement provisions governing such payment. However, if train 404 has only one pick-up enroute built into the average and is required to make two pick-ups enroute of the same type, one pick-up will be paid for with the additional pick-up being recorded in the CATS data field designed for this purpose, which is to be examined in the next review period.
- c) For information purposes, the Implementation Committee will supply a chart for each terminal which outlines the payment for each run or run segment. The chart will include such information as Train Number or Series involved in each block, average train length, miles run origin to destination, designed work, pay miles, miles charged to monthly accumulation, total pay for tour of duty and other information that the Implementation Committee deems appropriate. Examples of such charts are appended as Appendix E .

- d) Exception payments referred to in Clause 5 a) and 5 b), will be recorded and will form part of the data that is examined and assigned by the review committee at the next review period.

Example: Train 202 is shown in the hook and haul category. Any pick-up or set-outs as prescribed by the Collective Agreement paid as an exception payment would be collected in the data base to be distributed to the appropriate block in the next review period.

Clause 6

Payment -Yards, Road Switchers and other Service

Tours of duty in yard, road switcher and work train service will be compensated in accordance with the terms of the collective agreement.

Clause 7

Passenger Service

Where Passenger Service is established or operated the same principles as outlined by this Agreement will apply.

Clause 8

Payment Other Runs

Runs which do not have a single rate established, or where a tour of duty for which called is not completed or is interrupted, crews will be required to submit a separate time claim in accordance with the terms of the applicable collective agreement, for items such as, but not limited to:

- (i) Unscheduled turns out of the home or away from home terminal.
- (ii) When circumstances prevent a crew from completing their tour of duty run for which called.
- (iii) Rescue service.
- (iv) Unassigned short runs

Time returns submitted under the provisions of this clause will be reviewed by the Regional Implementation / Review Committee for appropriate disposition in accordance with Clause 12 b) at the next review period.

**Clause 9
Payment New Runs**

Where new runs are established which do not fit into an existing block they will be paid on a tour of duty basis for a sixty day period, after which a rate will be established based on the information collected in that sixty day period. In the case where a run is re-established which existed in the previous review period, the previous review data will be used. In either case one month following establishment of an interim single rate, either party may request a review of the rate.

**Clause 10
Periodic Review**

- a) Except as outlined in Appendix A, the rates established will be reviewed and adjusted to reflect the averages of the review period on a six month basis. January 1st to June 30th and July 1st to December 31st will form the review periods, with the first review to take place July 1, 1998. Adjusted rates will be effective the first pay period in March and September following the rate review period. Within three months following the initial implementation or a review period at a terminal, the General Chairman or the appropriate Officer of the Company may request an interim review of the single rates established.

- b) When it is known there will be a change in operations which will significantly impact the single rate established for a run segment, between the review periods, an interim single rate for that run or run segment will be established by the Local Chairman and the appropriate Company Officer, taking into consideration similar criteria or experience and in accordance with the terms of this agreement and the respective collective agreement. One month following establishment of an interim single rate, either party may request a review of the rate.

**Clause 11
Implementation**

The parties agree that the implementation of this Memorandum of Agreement and attached Appendices shall commence within 30 days of ratification and will be phased in with a completion date of no later than January 1, 1998 or advanced as mutually agreed.

**Clause 12
Steering Committee**

The parties agree to the following committee structure for implementation and the periodic review established in Clauses 3, 9 and 10 herein:

a) Regional Steering Committee (Permanent)

Consisting of:

- * 1 CCROU General Chairmen - one each from the constituent Unions - UTU and B of LE Union
- * 2 Senior Company Officers

Frequency

- * Meet quarterly commencing within 30 days of ratification and conference call monthly or more frequently if required.

Mandate

- * Ensure compliance with Appendix 11 of the Memorandum of Agreement dated May 5, 1995, which is attached as Appendix C of this Agreement.
- * Resolve issues arising from the application of this Agreement.

Disputes Procedure

The parties are committed to resolve issues arising from this agreement in an expeditious manner. Should an issue arise concerning the implementation and application of this agreement it will be addressed by the Steering Committee. Failing resolve by the Steering Committee, the parties may, as mutually agreed, submit the issues to a mutually acceptable mediator. Failing resolution by mediation, it will be deemed to have been handled at Step 3 of the grievance procedure.

b) Regional Implementation / Review Committee
(Temporary)

Consisting of:

- * 1 appointee by each CCROU General Chairman
- * 2 Senior Company Officers

Mandate:

- * Implement revised Pay System within the time frames outlined in the Agreement.
- * Establish a process for the periodic review and validation of tour of duty rate. This will include a review committee including an appointee by the respective General Chairman and the appropriate Company Officer(s).
- * With the input and assistance of the appropriate Local Chairman and Company Officers, establish a single road mileage rate for trains operating to the same objective terminal over two subdivisions where the mileage difference in the routes is less than 15 miles.
- * Examine and allocate trains into the proper categories with the input and assistance of Local Union and Company Officers.
- * Ensure local issues governing payment such as, but not limited to, travel allowances are included in the data used to establish rates of pay.

Frequency:

- * Full time until pay system is implemented
- * As required to carry out the review as identified in Clauses 3 and 10.

- c) The Company agrees to pay the wages and reasonable expenses of Committee members.

**Clause 13
Grievance Procedure**

Disputes concerning the interpretation and application of this agreement may be submitted in accordance with the grievance procedure of the respective collective agreement.

**Clause 14
General**

This Memorandum of Agreement is subject to ratification by the CCROU within 60 days of the signing of this Agreement.

This Agreement is put forward under the auspices of Bill C-77 and in line with the provisions of Appendix 11 as outlined in the Memorandum of Agreement dated May 5, 1995.

Subject to the terms herein, the provisions of this Memorandum of Agreement supersede collective agreement provisions in conflict with such provisions.

Signed in Calgary, Alberta, this 27 day of March, 1997.

For the Canadian National
Railway Company:

For the Canadian Council of
Railway Operating Unions:

(Sgd) D.W. Coughlin
for: Assistant Vice-President
Labour Relations

(Sgd.) J.W. Armstrong
General Chairperson

(Sgd) G. Pichette
for: Senior Vice-President
CN West

(Sgd) M.W. Simpson
General Chairman

(Sgd) J.P. Krawec
For: B.H. Lee
Chief of Transportation

(Sgd) D.J. Shewchuk
Senior Vice-Chairman

(Sgd) M.W. Becker
Manager Labour Relations

(Sgd) B.J. Henry
Vice-General Chairperson

(Sgd) J.T. Torchia
Manager Labour Relations

(Sgd) F.H. Shaffer
Vice-Local Chairperson

(Sgd) J.B. Anderson
Director Extended Run
Implementation

(Sgd) D. E. Brummund
Vice - Chairman

(Sgd) M.A. Moroz
Assistant Director
Extended Run Implementation

(Sgd) A.B. Randall
Manager CMC Systems

(Sgd) J.A. Harmata
Manager CMC Operations

Appendix A

March 27, 1997

J.W. Armstrong General Chairperson Canadian Council of Railway Operating Unions 8616 - 51 Avenue, Suite 309 Edmonton, Alberta T6E 6E6	M.W. Simpson General Chairman Canadian Council of Railway Operating Unions No. 3 - 3012 Louise Street Saskatoon, Saskatchewan S7J 3L8
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Gentlemen:

During the negotiations that culminated in the Memorandum of Agreement regarding Appendix 11 - Closed Period Commitment on Pay System, the parties extensively discussed a process of periodically reviewing the components used in developing the single rate. The purpose of the periodic review would be to determine whether fluctuations necessitate an adjustment in the single rate for the subsequent rate period.

Should the rate review indicate a downward adjustment resulting from an improvement in initial and final terminal time the rate adjustments will be waived for each six (6) month review period when it is determined the following success ratio's have been achieved for a run segment:

<u>Extended Run Territory</u>	<u>Single Subdivision Territory</u>
1997 - 95%	1997 - 95%
1998 - 97%	1998 - 97%

The parties agree that the aforementioned criteria should reflect local conditions and may be adjusted accordingly at the Steering Committee level.

In addition future improvements to the figures beyond 1998 referred to above, will be determined by the Steering Committee..

Yours truly,
(Sgd) G. Pichette
For: Senior Vice - President
Western Canada

Appendix B

March 27, 1997

J.W. Armstrong	M.W. Simpson
General Chairperson	General Chairman
Canadian Council of Railway Operating Unions	Canadian Council of Railway Operating Unions
8616 - 51 Avenue, Suite 309	No. 3 - 3012 Louise Street
Edmonton, Alberta	Saskatoon, Saskatchewan
T6E 6E6	S7J 3L8

Gentlemen:

One of the final issues concerning the negotiations of the new pay system in Western Canada was the Unions concern that the new single rate pay system could lead to possible abuse by the Company. As an example, the union felt that the terminal time could rise to a level significantly above the average on some assignments without any recourse by the Union. In another vein, the Union indicated that assignments or groups of trains which had for example, averaged payment for three work occurrences, such as Conductor Only switching at the initial and final terminal, as well as one set out or pick up enroute, the Company could arbitrarily increase the work by including more work enroute or at the terminal. Under this Agreement these employees who complete their run would not be entitled to an exception payment or additional compensation for this work.

In resolution of this matter, the Company agrees if the Union could demonstrate that terminal times or work enroute were significantly rising above the norm established by the averaging system, it was prepared to apply the provisions of Clause 10 b) to revise the pay for that particular assignment. In the event the data demonstrated for a particular train, the terminal time or work continued to be substantially above the norm, the Review Committee could establish that particular job as a separate assignment or would be moved to a more appropriate rate category.

The Company was also prepared to address this particular matter at the Steering Committee level in order that the data be reviewed quickly to achieve resolution. The parties were in agreement that these safeguards would protect the concerns raised by the Union.

Yours truly,

(Sgd) D.W. Coughlin

For: Assistant Vice-President
Labour Relations

Appendix C

March 27, 1997 - Duplicate of APPENDIX 11

May 5, 1995

Mr. J.W. Armstrong	Mr. W.A. Wright
General Chairperson	General Chairman
Canadian Council of Railway	Canadian Council of Railway
Operating Unions	Operating Unions
9665 - 45th Avenue	No. 2-3012 Louise Street
Edmonton, Alberta	Saskatoon, Saskatchewan
T6E 5Z8	S7L 3L8

Gentlemen:

During the Mediation/Arbitration process conducted by the Honourable Justice Adams, pursuant to the Maintenance of Railway Operations Act, 1995, the following closed period commitment agreement was reached concerning a review of the current pay system.

A Committee shall be formed no later than January 1, 1996, consisting of an equal number of representatives from both the CCROU and CN Rail. The Committee shall be composed of no more than four (4) representatives. The Committee will review the current pay system with the objective of restructuring and modernizing it to bring about a revised pay system which increases productivity and reflects the value of the work performed. In addition, the Committee will design an evaluation system to ensure future changes in train runs will be fairly compensated. This will result in improved value of the system to the employees and the Company.

The Committee will be guided by the principle that compensation to the CCROU workforce would remain the same. No loss of earnings would occur as a direct result of this change to the pay system for the period in respect of which this Collective Agreement is applicable.

The results must include the following:

1. Road service no less than maximum mileage-4300 - 3800
2. All time on duty attracts compensation
3. No employee will lose money as a direct result of this process
4. No one will be laid off as a direct result of this process
5. The level of safety will not be lowered as a result
6. Will not materially change the number of hours worked
7. Will not materially change the number of layover hours
8. Will not reduce the number of days off

The foregoing will not preclude the Committee from reviewing a wide range of alternatives.

The Company agrees to pay wages and expenses of Committee members and jointly-appointed consultants.

Any agreement resulting from this study will be subject to ratification by the membership prior to binding arbitration.

The parties jointly agree to implement the results of the study which are mutually acceptable not later than January 1, 1997. In the event the parties cannot agree on any matter relating to the revision and modernization of the pay system, the process, methodology, procedure or terms and conditions of implementation, the matter will be referred by either party to mediation/arbitration for final and binding resolution. In the event the parties cannot agree on the choice of an arbitrator, the matter will be referred to the Minister of Labour for the appointment of an arbitrator.

The Arbitrator will, unless otherwise mutually agreed, render a decision on or before December 31, 1996 resolving all outstanding matters. The arbitrator shall provide for implementation of all matters relating to his decision no later than April 1, 1997.

(Sgd) M. Healey

For: Assistant Vice-President
Labour Relations

I Concur:

(Sgd) J.W. Armstrong
General Chairpers on

(Sgd) W.A. Wright
General Chairman

Appendix D

March 27, 1997

J.W. Armstrong
General Chairperson
Canadian Council of Railway
Operating Unions
8616 - 51 Avenue, Suite 309
Edmonton, Alberta
T6E 6E6

M.W. Simpson
General Chairman
Canadian Council of
Railway Operating Unions
No. 3 - 3012 Louise Street
Saskatoon, Saskatchewan
S7J 3L8

Gentlemen:

During discussions which culminated in the Memorandum of Agreement, the Company agreed to set up a 1 - 800 number to be used to provide information and answer employees questions relative to this agreement on Pay Systems in Western Canada.

This Help Line will be manned jointly by a Company Officer and Union Officer. All Questions & Answers will be recorded for information purposes. During off-hours and periods of unavailability, questions will be recorded and answers provided at the earliest opportunity.

The Implementation Committee will be responsible to issue instructions as to the following;

1. The number that will be set up to call,
2. The hours of operation of the Help Line and,
3. The distribution of the Question & Answers recorded.

The Help Line will be maintained until such time as the implementation of the Pay System in Western Canada is completed.

Yours truly,

(Sgd) D.W. Coughlin

For: Assistant Vice-President
Labour Relations

Appendix E

March 27 1997

J.W. Armstrong	M.W. Simpson
General Chairperson	General Chairman
Canadian Council of Railway	Canadian Council of Railway
Operating Unions	Operating Unions
8616 - 51 Avenue, Suite 309	No. 3 - 3012 Louise Street
Edmonton, Alberta	Saskatoon, Saskatchewan
T6E 6E6	S7J 3L8

Gentlemen:

During our discussions which culminated in the Memorandum of Agreement, the Company agreed to provide examples of what the modified pay system would ultimately look like once implemented. As a result, please find attached, for illustrative purposes, generic examples that will assist your membership in understanding the principles utilized in developing the single rate per tour of duty.

As we agreed, if there is a discrepancy between the chart and the provisions of the respective Collective Agreement, the Collective Agreement will apply.

Yours truly,

(Sgd) D.W. Coughlin

For: Assistant Vice-President
Labour Relations

Addendum No. 89

Medical Restriction

March 27, 1997

J.W. Armstrong General Chairperson Canadian Council of Railway Operating Unions 8616 - 51 Avenue, Suite 309 Edmonton, Alta T6E 6E6	M.W. Simpson General Chairman Canadian Council of Railway Operating Unions No. 2 - 3012 Louise Street Saskatoon, Sask. S7J 3L8
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Gentlemen:

This letter is in reference to our discussions concerning the parties commitment to deal with employees qualified as locomotive engineers and unable to work as such due to a physical or medical restriction. In resolution of the issue discussed, the parties agree to examine areas to accommodate these employees on a case by case basis, such as, but not limited to, the following:

- Through the Company's Medical Department, to a position which already qualified, that will not compromise the safety of the individual or the operation;
- Preference for Student Traffic Coordinator training courses, subject to the conditions of Article 3 of the Memorandum of Agreement dated October 20, 1996.
- Other areas which are mutually acceptable to the parties

It is understood any agreement with respect to the aforementioned placement of employees will require the concurrence of the parties.

Yours truly,

(Sgd) M.W. Becker

for: Assistant Vice-President
Labour Relations and Employment Legislation

I CONCUR:

(Sgd) J.W. Armstrong General Chairperson	(Sgd) M.W. Simpson General Chairman
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Addendum No. 90

Amalgamation of the 7th and 9th Seniority Districts

CANADIAN NATIONAL RAILWAY COMPANY

Memorandum of Agreement between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers establishing preference rights on former Seniority Territories.

It is agreed that:

1. Locomotive Engineers with a seniority date on or prior to January 1, 1995 on the Ninth Seniority District shall have preference, in seniority order, for all service on the (former) Ninth Seniority District as described in paragraph 56.3 of Article 56 of Agreement 1.2.
2. Locomotive Engineers with a seniority date on or prior to January 1, 1995 on the Seventh Seniority District shall have preference, in seniority order, for all service on the (former) Seventh Seniority District as described in paragraph 56.2 of Article 56 of Agreement 1.2.
3. The name of each employee who has a seniority date as a locomotive engineer on or prior to January 1, 1995 on the Ninth Seniority District shall be placed, in seniority order, at the bottom of the Seventh 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 Seventh Seniority District shall be placed, in seniority order, at the bottom of the Ninth Seniority District list with a seniority date of January 2, 1995.
5. Employees, whose names appear on the attached list, 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 56.6(b) of Article 56 of Agreement 1.2.

7. In the application of paragraphs 59.11 to 59.13 of Article 59, Agreement 1.2, 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 76 of Agreement 1.2, 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 Article 58.6 at a home station on a former district where they do not hold such rights; or
- (ii) protect service in accordance with paragraph 59.4 of Article 59 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 76, 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 56 of Agreement 1.2 will continue but only on the specific district described in each such agreement until otherwise changed or cancelled.

Signed at Montreal, Quebec this 14th date of February 1995.

FOR THE CANADIAN NATIONAL RAILWAY COMPANY	FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
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(Sgd) J.T. Torchia
For: Assistant Vice-President
Labour Relations

(Sgd) W.A. Wright
General Chairman

Addendum No. 91

Benefit Plan

Montreal, Quebec, February 13, 1998

R. LeBel General Chairperson C.C.R.O.U. 1026 St. Jean Street, Ste 200 Quebec, Que. G1R 1R7	R. Long General Chairperson C.C.R.O.U. 325 West Street, #200, Bldg A Brantford, Ont. N3R 6B7
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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
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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
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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 No. 92

Service Requirements at Shortage Locations

Montreal, Quebec, February 13, 1998

M. Simpson General Chairman C.C.R.O.U. No. 2 - 3012 Louise Street Saskatoon, Sask. S7J 3L8	B.J. Henry General Chairperson C.C.R.O.U. 8616 - 51 Avenue, Suite 309 Gallery 51 Edmonton, Alta. T6E 6E6
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Gentlemen:

During this round of negotiations, the Parties met to discuss Service Requirements at shortage terminals. The Parties have agreed to meet within 90 days of ratification during the closed period of the collective agreements to address the following issues:

- Craft to craft shortages.
- Yard versus Road shortages.
- Temporary versus Permanent Shortages.
- Examine bulletining criteria to address terminal specifics and appropriate time frames.
- Permanent relocation of employees to terminals experiencing chronic shortages.
- Use of employees at adjacent terminals.

Yours truly,

I concur:

(Sgd) R.J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

(Sgd) M. Simpson
General Chairman

(Sgd) B.J. Henry
General Chairperson

Addendum No. 93

Banking of General Holidays

Montreal, Quebec, February 13, 1998

M. Simpson General Chairman C.C.R.O.U. No. 2 - 3012 Louise Street Saskatoon, Sask. S7J 3L8	B.J. Henry General Chairperson C.C.R.O.U. 8616 - 51 Avenue, Suite 309 Gallery 51 Edmonton, Alta. T6E 6E6
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Gentlemen:

During this round of negotiations, the Parties met to discuss the banking of General Holidays. It was recognized that there is value in entering into such an arrangement and the parties are committed to work together to overcome the administrative and workforce issues that a change of this nature presents.

The Parties have agreed to meet within 90 days of ratification of this Memorandum of Agreement to begin discussions.

Yours truly,

I concur:

(Sgd) R.J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

(Sgd) M. Simpson
General Chairman

(Sgd) B.J. Henry
General Chairperson

Addendum No. 94

**Explanation of Each Shift Missed and Beltpack
Qualifications**

Montreal, Quebec, February 13, 1998

M. Simpson
General Chairman
C.C.R.O.U.
No. 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

Dear Mr. Simpson:

During the current round of negotiations, discussions were held concerning the application of guarantees when employees are required to work in yard service as a result of the use of employees from adjacent terminals.

The concern centered around the reduction of the guarantee for each shift missed in the event the employee fails to protect service as well as the reference to "beltpack qualifications". It is understood that the words "fails to protect service" refers to service that the employee is obligated to protect under the terms of the collective agreement. It is further understood that the reference to beltpack qualifications does not apply to members of your organization.

Yours truly,

(Sgd) J.T. Torchia
Manager Labour Relations

Addendum No. 95

**Transfers under Article 58 during Spring and Fall Change of
Timetable**

Montreal, Quebec, February 13, 1998

M. Simpson
General Chairman
C.C.R.O.U.
No. 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

Dear Mr. Simpson:

During the current round of negotiations a concern was raised regarding ability to transfer under Article 58 during the Spring and Fall change of timetables. The concern specifically centered around the fact that a locomotive engineer may be prevented from transferring if a strict interpretation of the article was applied. In other words, an employee may be prevented from transferring as a result of a shortage of surplus at the recognized transfer periods and such conditions may not necessarily reflect the normal workforce requirements.

Therefore, it was agreed that when transfer requests are made, discussions with your office would be held prior to concluding decisions regarding such transfers.

Yours truly,

(Sgd) J.T. Torchia
Manager Labour Relations

Addendum No. 96

Providing relief at Terrace, Edson and Saskatoon

Montreal, Quebec, January 20, 1999

Mr. M.W. Simpson
General Chairman
Canadian Council of Railway
Operating Unions
No. 2 - 3012 Louise Street
Saskatoon, Sask.
S7J 3L8

Dear Mr. Simpson:

This is in reference to article 59.21 of Collective Agreement 1.2.

While article 59.21 provides for relief to be drawn from other terminals when a supply of employees is exhausted at Terrace, Edson and Saskatoon, there is currently no procedure in place for the calling or transporting of such employees to the shortage location when such situation exists.

This will confirm that the parties are currently reviewing the issue to put procedures in place and upon completion such procedures will be incorporated into the collective agreement.

Yours truly,

(Sgd) J. T. Torchia
Director Labour Relations

Addendum No. 97

**Application of Hours of Service Regulations
20-October-1998**

M. Simpson General Chairman

The following agreement is applicable at the home terminal only and is intended to conform to the intent of the Hours of Service Regulations. Should there be subsequent changes to the Hours of Service Regulations, the parties are committed to the resolution of any issues thereto.

1. In the application of the Hours of Service Regulations it is agreed that employees will be considered available provided they can comply with the requirements of Article 28.5 of Agreement 1.2.

Note: This will not preclude the calling of employees within the provisions of the collective agreements and requirements of the Hours of Service Regulations.

2. In the application of the Hours of Service Regulations an employee standing first out and otherwise available for service is not called, a penalty payment of \$75.00 will be payable for each time not used. Only one penalty payment will accrue for each ordering time. Such employees will retain their position on the working board and will not be called until they have had 6 hours off from completion of their last tour of duty.

Note: This last sentence may be modified to provide that employees will retain the opportunity to go to work within the first six hours, upon agreement between the CCROU General Chairperson and the proper officer of the company, with the understanding that the practice will be consistent in western Canada in either case.

3. The company will implement the necessary changes to auto-generate this payment, including, a notification process to affected employees, upon implementation.
4. Yard service will continue to be called as at present.

As agreed:

(Sgd) M. Simpson
General Chairman

(Sgd) J. Torchia
Director, Labour Relations

(Sgd) M. Moroz
Manager, Workforce Strategies

Addendum No. 98

Rules / Medical Cards

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the Council requested that CCROU employees be advised in advance of the expiration of their Rules or Medical cards.

The Company reaffirmed its position that employees are ultimately responsible to ensure that their Medical and Rules cards have not expired. The Company will provide notification 30 days in advance, however it was discussed and agreed that clear guidelines are required. Therefore employees who have not renewed their medical or rules card, will not be called when it can be reasonably expected that the employee cannot return prior to their card expiration. Such employee will be removed from service. Medical and Rules cards expire at 0001 on the date indicated.

In instances where CMC records indicate the employees rules/medical card has or is about to expire, and the employee has recently renewed their qualification, such employee will advise the CMC that they have a current card and may accept a call. Upon arrival at work and prior to going on duty the employee must fax the card to the CMC as proof of updated qualification.

Employees removed from service, due to the above, will not be entitled to compensation for lost tours as a result.

Yours truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 99

Recovery

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the Council expressed concern with the manner of recovering money determined by the Company to be incorrectly paid pursuant to the collective agreement.

In recognition of this concern it was agreed the following guidelines would apply in the recovery of overpayments:

1. In instances where money is to be recovered from an employee and the amount exceeds $1/3^{\text{rd}}$ of their gross pay for the period, the Company will contact the employee and establish a repayment schedule.

When establishing the repayment schedule, recovery will not exceed 33% of the employee's gross wages during any one-pay period, unless otherwise arranged with the affected employee.

2. In instances where entitlement to pay is not as a result of being incorrectly paid pursuant to the collective agreement, such as input errors, etc, the Company will recover the full amount forthwith.

Yours truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 100

Accommodations

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the Council raised several issues with the Company with respect to issues surrounding Company owned/supplied accommodations. Specifically, the Council requested an expedited mechanism for resolution of issues surrounding crew facilities.

The parties agreed that the quickest method of resolution was an escalation process with defined time limits for resolving issues. Accordingly, the following process has been agreed to for resolution of issues related to Company supplied rest facilities:

Local Chairman/ Chairperson or his delegate to advise in writing the appropriate Company officer of the issue. Company officer to respond in writing within 14 days.

If response not received as outlined in the aforementioned item within 14 days, issue to be elevated to the Divisional Superintendent for resolution and response.

If response not received within 14 days of escalation to the Superintendent, the matter to be elevated to the General Chairman/ Chairperson and Divisional General Manager for resolution.

It is understood that crew facility issues of an urgent nature such as those that affect safety will take priority and will be addressed without delay.

Yours Truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 101

Lockers

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the Council raised several issues with the Company with respect to issues surrounding the removal of personal effects of employees from lockers. Specifically, the Council was concerned in instances where changes are made with respect to rest facilities, that employees were not afforded sufficient time to be able to clean out their lockers.

The Company assured the Council that it would provide 60 days notice, by means of a General Notice issued to the terminals affected, advising employees of the requirement for them to remove their personal effects from lockers at Company supplied rest facilities.

It was recognized that there might be instances such as unplanned renovation or repair to these facilities, where it is impractical to provide this notice. However, the Company is committed to providing as much advance notice as practical to employees in such instances

Yours Truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 102

Regulation of Working Boards

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU

Dear Mr. Shewchuk

One of the issues raised by the Council during this round of negotiations was the regulation of working boards in non-extended run territories. This will confirm that the provisions of Article 64.25 of Agreement 1.2 will not apply to such boards.

It is also understood that it is not the intent to disrupt the local practices that exist in the regulation of the aforementioned working boards.

Yours Truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 103

Deadheading

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the Council requested clarification of Company commitments flowing from the implementation of extended runs in Western Canada and subsequent labour/ management meetings regarding guidelines for deadheading.

During these meetings the Company reaffirmed the commitment made during the implementation of extended runs to deadhead extended run crews by other than freight unless warranted by legitimate circumstance such as inclement weather, road accessibility, transportation availability, etc, in which case crews may be deadheaded by freight.

Notwithstanding the foregoing it was recognized that locally it may be mutually agreed upon to use freight service as the preference mode of deadheading.

It was further discussed that appropriate guidelines would be set at the local Divisional level regarding the quickest mode of transportation to be used (the example cited by the CCROU was the use of Express buses in preference to those that make frequent stops), and appropriate standards for delay at away from home terminals when pursuing opportunities to deadhead crews by bus or passenger train or multiple crews in a single vehicle, when it is known they will be deadheaded.

Yours Truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 104

Commencing Vacation

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the Council raised the issue of vacations commencing on board adjustment and the concern that employees may require, from time to time, the ability to commence their vacation on other than board change.

The Company recognizes the Council's proposal and reaffirms its commitment to give special consideration to employees, on an individual basis, in cases where there is a legitimate need for them to alter the start of their vacation. This will be done with due consideration to manpower availability and impact to the operation.

In addition, employees have the option of accepting a call on the day their vacation is set to commence up to the time the board change occurs in accordance with Article 63.14(b) of Agreement 1.2 or Article 107.33 of Agreement 4.3. When this is done, the employee's vacation will commence on the day following the date of commencement of the return tour of duty.

Yours Truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 105

Rest

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the parties discussed the application of the rest articles as they apply to rest enroute. Specifically the CCROU raised the concern that in some instances employees booking rest enroute were not being relieved of duty until the time rest booked is due to commence.

During these discussions the Company reaffirmed that when employees provide notice of rest enroute in accordance with Article 28 of Agreement 1.2 and Article 35 of Agreement 4.3, the intent is to have employees either at the place where accommodations are provided enroute or at their objective terminal by the time rest booked is due to commence, excepting circumstances beyond Company control.

Further discussion confirmed the commitment by both Parties to establish an avenue to immediately address this issue. It was therefore agreed the Parties would establish a process to measure and communicate to the Vice-President's and General Chairmen's offices those occurrences when employees are not at their objective terminal by the time rest booked is due to commence. These occurrences will be addressed by the Vice-President's Office and a weekly report will be provided to the General Chairmen. In addition, the Divisional Vice-Presidents and General Chairmen will actively review these occurrences, the reasons why they occurred and the actions taken by the Company to address the matter. Any unresolved occurrences may be submitted at step three of the grievance procedure.

During our discussions the Union raised the issue of payment for these occurrences to act as a deterrent. The Company believes proper attention to this issue will improve the situation of itself and is equally concerned that payments intended to act as a deterrent,

in practice actually have the opposite effect. Nevertheless, the Company is committed to reducing these occurrences and accordingly agrees to the following:

Agreed upon base-line measurements will be established for through freight service for each run segment identified by the Parties as problematic. Based on these measures target thresholds will be set for identified segments for each Change of Card interval.

Once established, if the number of occurrences have not been reduced to or below the threshold set for a segment over a complete Change of Card interval, the Company will institute payments for each such occurrence for the subsequent Change of Card interval(s) until such time as the threshold has again been met over a complete Change of Card period.

Payment will be triggered when a crew in through freight service arrives at the objective terminal after the time rest booked is due to commence, provided proper notice has been given in the prescribed manner. In such instances payment will be based on a rate of 12.5 miles per hour, paid on a minute basis (each 4.8 minutes to count as one mile) for the period of time from the time rest booked is due to commence until the time the crew is off duty, at the rate applicable to the service performed on the tour of duty for each crew member.

Note: Notwithstanding the basis for payment of the penalty the intent is to have crews complete their tour of duty by the time rest booked is due to commence.

Accrued payments will be paid quarterly, after completion of a Change of Card period, to the applicable Divisions or Locals on a proportional basis.

Should experience indicate that the foregoing payment is not in practice providing the intended deterrent effect the parties will revisit the process to provide a more effective means for managing these occurrences.

Yours Truly,

(Sgd) R.J. Dixon
Vice-President Labour Relations and
Employment Legislation

Addendum No. 106

CATS Trainers

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During the current round of negotiations the Council raised concerns regarding training in the CATS system.

As agreed at locations where a surplus of protected employees exists, a CATS Trainer Position will be bulletined. The successful applicant will be the training resource for the terminal and will be provided appropriate training to enable them to act as a resource to fellow employees. The Company will establish this position as required and it will be compensated at the applicable furlough board rate of pay.

Yours Truly,

(Sgd) K.L. Heller
for: Vice-President

Addendum No. 107

Cab Forward

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
for: Vice-President

Addendum No. 108

Seniority

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

The Council's demand concerning seniority is resolved by amending Article 77.6 of Agreement 1.2, Article 9.3 of Agreement 4.2 Western Canada and Article 132.1 of Agreement 4.3 to reflect the following:

An employee, who is appointed to a permanent first level management position, shall continue to accumulate seniority for a period of one year. At the end of one year, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date their seniority was frozen.

Note: For employees already filling a permanent first level management position prior to the ratification of this memorandum, the one year shall commence on the first day of the month following ratification.

Employees presently filling a permanent second level management position shall be removed from the seniority list one year from date of ratification of this memorandum. Thereafter employees will be removed from the seniority list upon promotion to a permanent second level management position.

The Council also raised a concern on the use of Temporary Supervisors. The Company agreed to meet within 90 days of ratification to develop guidelines to ensure the use of temporary supervisors will not circumvent the provisions of this letter and to review the list of first and second level positions.

Yours truly

(Sgd) R.J. Dixon
Vice-President Labour Relations and
Employment Legislation

Addendum No. 109

Use of Management

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 No. 110

Turnaround / Rescue

Toronto, Ontario, May 13, 2001

B.J. Henry General Chairperson C.C.R.O.U.
D. Shewchuk General Chairman C.C.R.O.U.

Gentlemen:

During this round of negotiations the CCROU expressed concerns regarding the operation of turnaround service at the away from home terminal and the crewing of rescues as it relates to running crews off their assigned territory.

With respect to turn around service the CCROU expressed a concern that available crews were being 'scooped' at the away from home terminal by crews called in turnaround service. With respect to the second issue, the CCROU had a concern that other crews could be utilized in these situations.

The Company expressed its concerns regarding customer service commitments and the timely movement of traffic.

The Parties discussed that there was mutual ground on these issues and accordingly have agreed to meet and resolve outstanding grievances related to these matters within 90 days of ratification.

Yours truly,

(Sgd) K.L. Heller
Senior Vice-President

Addendum No. 111

Collective Agreement violations

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 No. 112

Held Away Time – Western Canada

Objectives

The signatory parties to this Memorandum of Agreement wish to provide the ability for employees to turn at the away from home terminal as quickly as possible in a manner that is consistent with safety and the efficient operation of the railway, within the hours of service regulations.

Application

This agreement applies to Single Subdivision and Extended Run crews operating in Unassigned Service in Western Canada.

Single Subdivision Crew Runs – Main Line (Armstrong to Vancouver)

Applicable held away articles are hereby modified as follows.

- 1). Employees held at other than their home terminal longer than 9 hours will be paid on the basis of 12 ½ miles per hour for all time in excess of 9 hours up to 11 hours, at the minimum rate in the class of service last performed. Employees held longer than 11 hours will be paid on the basis of 25 miles per hour for all time in excess of 11 hours up to 14 hours, at the minimum rate in the class of service last performed. Employees will be called for duty 14 hours from the time pay ceases on the incoming trip and will thereafter be subject to the Hours of Service Regulations and/or rest provisions. Employees will not be called and cancelled to defeat the operation of this agreement.

- 2). Voluntary rest booked at the AFHT of up to 3 hours, will be added to the times above in the following manner:

Rest Booked (exclusive of call time)	Held Away 12½ miles/hr	Held Away 25 miles/hr	Called for Duty
0	9	11	14
1	10	12	15
2	11	13	16
3	11	14	17

If four or more hours rest is booked, this agreement will not apply and the employee will be governed by the provisions of Article 30.

This agreement will apply when Mandatory rest is required and will not have any bearing on the times outlined herein.

THOSE SINGLE SUBDIVISION CREW RUNS ON THE BC NORTH LINE, WINNIPEG-THUNDER BAY AND INCLUDING THE BRANCH LINES AND PRAIRIE NORTH LINE

Applicable held away articles are hereby modified as follows.

- 1). Employees held at other than their home terminal longer than 9 hours will be paid on the basis of 12 ½ miles per hour for all time in excess of 9 hours up to 14 hours, at the minimum rate in the class of service last performed. Employees held longer than 14 hours will be paid on the basis of 25 miles per hour for all time in excess of 14 hours up to 18 hours, at the minimum rate in the class of service last performed. Employees will be called for duty 18 hours from the time pay ceases on the incoming trip and will thereafter be subject to the Hours of Service Regulations and/or rest provisions. Employees will not be called and cancelled to defeat the operation of this agreement.

- 2). Voluntary rest booked at the AFHT of up to 3 hours, will be added to the times above in the following manner:

Rest Booked (exclusive of call time)	Held Away 12½ miles/hr	Held Away 25 miles/hr	Called for Duty
0	9	14	18
1	10	15	19
2	11	16	20
3	11	17	21

If four or more hours rest is booked, this agreement will not apply and the employee will be governed by the provisions of Article 30.

If one member of the crew books voluntary rest, such rest will apply to all members of the crew for the purposes of this clause only.

This agreement will apply when Mandatory rest is required and will not have any bearing on the times outlined herein.

Extended Runs

Applicable held away articles are hereby modified as follows.

- 1). Employees held at other than their home terminal longer than 11 hours will be paid on the basis of 12 ½ miles per hour for all time in excess of 11 hours up to 15 hours, at the minimum rate in the class of service last performed. Employees held longer than 15 hours will be paid on the basis of 25 miles per hour for all time in excess of 15 hours up to 19 hours, at the minimum rate in the class of service last performed. Employees will be called for duty 19 hours from the time pay ceases on the incoming trip and will thereafter be subject to the Hours of Service Regulations and/or rest provisions. Employees will not be called and cancelled to defeat the operation of this agreement.

General Provisions

- 1). Where an opportunity exists to turn a single subdivision crew at the AFHT, the crew will be polled as to their rest intentions upon departure from the home terminal and advised of the intended order time for connection at the AFHT. Provided that conditions with respect to the planned connection at the AFHT do not vary by more than 3 hours, crews indicating a willingness to turn at the AFHT will be expected to do so.
- 2). Employees who reach the applicable maximum threshold under this agreement can be utilized on a train or deadheaded to their home terminal but are not subject to be tied up enroute if rest is booked enroute. Employees booking rest enroute will be returned to their home terminal in accordance with Article 28.8(a)(ii). The parties fully recognize that the terms and conditions of Article 29.1 and Article 30.2 remain applicable.
- 3). The parties agree that the Company will not order employees in advance of the time they would actually be required for the sole purpose of avoiding the payment of applicable rates. Disputes resolved under this principle will result in the payment at the applicable rates of pay for all time so held. This agreement will be included in Article 64.23 of agreement 1.2.
- 4). This agreement is entered into within the context of the existing Hours of Work/Maximum Hours of Service Regulations. Should subsequent regulatory changes have a material impact, the agreement will be open to renegotiation to address the impact of such changes.

Implementation

- 1). This Memorandum of Agreement will form an addendum to the collective agreement.

- 2). Any issues and/or grievances arising after the implementation of this Addendum will be handled directly between the Chief of Transportation and the General Chair(s) or their delegate(s). Failing resolution between the aforementioned parties, it will be deemed to have been handled at Step III of the Grievance Procedure.
- 3). This agreement will become effective once the current collective agreement has been ratified. This Memorandum of Agreement will be phased in over a thirty (30) day period immediately following the date of ratification. In the event the systems changes are not completed within the thirty (30) day period, held away and premium pay will be tracked and paid retroactively.
- 4). The parties agree that a joint meeting of the General Chair(s) and Chief of Transportation will be held with those delegated to administer this Memorandum of Agreement at the line level (CMC, MCU/MCO) for a full and detailed explanation of its requirements and intents.

FOR THE CANADIAN
NATIONAL RAILWAY
COMPANY

(Sgd) E. L. Harris
Chief Transportation Officer

FOR THE CANADIAN
COUNCIL OF RAILWAY
OPERATING UNIONS

(Sgd) D. Shewchuk
General Chairman

(Sgd) D. Brummund
Senior Vice General
Chairman

Addendum No. 113

Work performed within yards

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 No. 114

Trackmobiles

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 No. 115

Personal Leave

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 No. 116

Work Train Service

Toronto, Ontario, May 13, 2001

D. Shewchuk General Chairman CCROU
B. Henry General Chairperson CCROU

Gentlemen:

During this round of negotiations the Council raised a concern regarding employees other than CCROU-BLE operating locomotives. The Company also raised a concern that employees from different crafts working on/with a work train and governed by different rest/ eating provisions hamper the effectiveness of the work train.

To address the concerns of both Parties the following was agreed for Work Train Service:

All locomotives operating in Work Train Service will include a Locomotive Engineer and a Train Crew, one of which must be CLO qualified.

Collective agreement provisions regarding booking rest will be amended to provide for booking rest after 12 hours on duty.

Collective agreement provisions will be amended to provide that meals will be coordinated with other groups to accomplish the work at hand.

Local arrangements by mutual agreement will be put in place to fill unassigned work trains.

Yours truly

(Sgd) K.L. Heller
for: Vice-President