AGREEMENT 4.3

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

UNITED TRANSPORTATION UNION

Governing

The Services of Train Service Employees and Yard Service Employees
Prairie and Mountain Regions

Revised April 2005

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ROAD SERVICE

ARTICLE 1

Rates of Pay - Passenger Service

1.1

	Jan. 1/04 Per Mile cents	EFFECTIVE Jan. 1/05 Per Mile cents	Jan. 1/06 Per Mile cents
Conductors	102.72	105.80	108.98
Assistant Passenger Conductors	89.08	91.76	94.51
Baggage Handlers	84.18	86.71	89.31
Assistant Conductors	82.92	85.40	87.96

1.2 Baggage Handlers - Express in addition to baggage will be paid:

Jan. 1/04 Per Month $	EFFECTIVE Jan. 1/05 Per Month $	Jan. 1/06 Per Month $
225.52	232.28	239.25

in addition to other compensation.

1.3 Baggage Handlers who work only part of a month on an assignment will receive their due proportion of the monthly allowance provided in paragraph 1.2.

1.4 If express is handled less than five trips per month on an assignment, the monthly allowance provided in paragraph 1.2 will not apply and an allowance will be paid as follows:

	Jan. 1/04 Per Trip $	EFFECTIVE Jan. 1/05 Per Trip $	Jan. 1/06 Per Trip $
Baggage Handlers	12.891	13.278	13.677

1.5 Baggage Handlers who receive, help to load or unload, handle for the purpose of checking, transfer or delivery, between or at terminals, any sacks of Her Majesty's mail on runs which regularly handle same, will be paid therefore as follows:

Jan. 1/04 Per Month $	EFFECTIVE Jan. 1/05 Per Month $	Jan. 1/06 Per Month $
128.91	132.78	136.77

1.6 Baggage Handlers who work only part of a month on assignment will receive their due proportion of the monthly allowance provided in paragraph 1.5.

1.7 Baggage Handlers who are intermittently required to handle mail described in paragraph 1.5 will be compensated therefore on the basis of:

	Jan. 1/04 Per Trip $	EFFECTIVE Jan. 1/05 Per Trip $	Jan. 1/06 Per Trip $
	6.42	6.61	6.81
To a maximum per month of:	128.91	132.78	136.77

1.8 In the application of paragraphs 1.2 to 1.7 inclusive, on short turn-around runs a round trip will be considered a trip.

1.9 The rates specified for assistant passenger conductors apply to employees:

(a) regularly assigned as such; or

(b) relieving on such regular assignments on temporary vacancies of six calendar days or more; except

(c) employees relieving on a tour of duty basis will be paid conductors rates.

ARTICLE 2
Basic Day - Passenger Service

2.1 The equivalent of 150 miles (straight-away or turnaround) at the passenger rate of pay shall constitute a basic day; all miles or time paid for during a tour of duty may be used to make up the basic day. Miles in excess of 150 miles will be paid for at the mileage rates provided.

ARTICLE 3
Overtime - Passenger Service

3.1 When a passenger train averages less than 20 miles per hour, overtime will be allowed pro rata on a basis of 20 miles per hour. This not to include time otherwise paid for.

ARTICLE 4
Time at Terminals and Turnaround Points - Passenger Service

4.1 Train Service Employees in passenger service will be paid initial terminal detention for ail time required to be on duty prior to the time that train is ordered to leave, and also for all time held at terminal until train actually leaves terminal.

4.2 Train Service Employees required to perform switching prior to the departure time of trains from the initial terminal or after arrival at the final terminal will be paid for the time occupied on a minute basis of 20 miles per hour at passenger rates. This not to involve a duplicate payment.

4.3 Train Service Employees switching or delayed at intermediate terminals beyond the scheduled terminal time, or switching or delayed at turn-around points, will be paid for actual time so occupied on a minute basis of 20 miles per hour at passenger rates.

4.4 Train Service Employees held at terminal points after arrival of train has been registered shall be paid for such time at overtime rates on the basis of 20 miles per hour.

4.5 Train Service Employees on passenger trains required to accompany engines to or from sl. tracks at Edmonton, Saskatoon, and on trains from the West at Kamsack, will be paid for all time consumed at overtime rates on the basis of 20 miles per hour with a minimum of 20 minutes in addition to other payments. A train service employee performing this service will put in his own time return.

4.6 Baggage Handlers who are required to be on duty more than 15 minutes at beginning or end of trips, will be paid for all time held, handling express, at overtime rates on the basis of 20 miles per hour. Terminal time paid for under any other provision will be deducted to avoid duplicate payment.

ARTICLE 5
Freight and Mixed Train Service Employees Manning Passenger Trains

5.1 Train Service Employees in freight or mixed train service who are required to operate passenger trains will be paid through freight rates, and will be run over freight division only, unless they are relieving train service employees on assigned runs in passenger service when they will be paid at the rates per mile of the employee(s) relieved.

5.2 Train Service Employees who hold assigned runs in passenger service will not be used off their assignments if train service employees who are in freight service are available. If such train service employees in passenger service are used off their assignments, they will be paid the same rate and on the same basis as employee(s) who are in freight service.

5.3 The provisions of this article will not prevent regularly assigned passenger employee(s) from following their trains in case of detours.

ARTICLE 6
Special Passenger Trains Requiring Uniformed Crews

6.1 When special passenger trains are operated which require uniformed crews, train service employees assigned to regular trains may be used to man such specials; in such circumstances freight crews will handle the regular passenger trains and will be changed off at freight terminals, and the crews handling the special trains and freight crews handling the regular trains will be paid through freight rates.

6.2 Arrangements will be made by the Company when the provisions of paragraph 6.1 are applied so that regular passenger crews used to man special trains will not be allowed to become bunched at the away from home terminal, or held an excessive length of time at that point.

6.3 This article will only be applied on such trains as in the interest of all concerned requiring uniformed crews.

6.4 The Company may select train service employees from the promotion district over which a train is to be manned handling Royalty, Governor General, and representatives of foreign governments;

(a) When regularly assigned passenger crews are used for this purpose they will be replaced by chain gang crews if available.

(b) If the baggage handler with a regular passenger crew so used is not required on such special train they will remain on their regular assignment.

ARTICLE 7
Baggage Handlers' Duties Paid At Baggage Handlers' Rate

7.1 Any person performing the duties of train baggage handlers will be classed as train baggage handler and receive pay as such. This is not to apply to cases where special arrangements have been made with foreign roads, and where their employees run over the Canadian National Railways. 11.d.5

ARTICLE 8
Chain-ganging Passenger Crews

8.1 The company will not chain-gang passenger train service employees on two or more runs of divergent routes.

ARTICLE 9
Consist of Crews - Passenger Service

9.1 Subject to Addendum 37 of this agreement, crew consists in passenger service shall be as follows:

	Train Consist	Crew Consist
(a)	one Rail Diesel (Budd) car	- one Conductor;
(b)	two (or less) working coaches (vestibule between coaches; maximum five cars overall; and checked baggage handled en route)	- one Conductor - one combination Assistant Conductor/ Baggage Handler;
(c)	four or less working coaches	- one Conductor - one Assistant Conductor;
(d)	three or four working coaches one (or more) working baggage car	- one Conductor - one Baggage Handler - one Assistant Conductor;
(e)	five (or more) working coaches	- one Conductor one Assistant Passenger Conductor - one Assistant Conductor;
(f)	five (or more) working coaches one (or more) working baggage car	- one Conductor - one Baggage Handler - one Assistant Passenger Conductor - one Assistant Conductor.

Note: In the application of this paragraph:

(a) a working coach is defined as an in-service passenger car which comes under the responsibility of the conductor for the collection of transportation, limited to the following passenger cars or to other passenger equipment which is designated or placed in service on a tour of duty basis, to perform the function of:

(i) day coaches;

(ii) day-nighters;

(iii) cafe-coach lounge cars; and/or

(iv) snack coaches.

(b) a working baggage car is defined as in-service passenger equipment utilized for the purpose of handling checked baggage, royal mail, LCL freight or express wherein such items may be designated to be loaded or unloaded by baggage handlers:

(c) Assistant passenger conductors will work under the direction of Conductors to help with the collection of transportation;

(d) when required, baggage handlers and assistant passenger conductors will operate and cycle independently from the balance of the members of the crew on the train for which called; and

(e) excepting sub-paragraphs (a) and (b) inclusive, there shall be no maximum train consist.

9.2 When, on a tour of duty basis, a passenger train with a consist as described by sub-paragraphs (c) to (f) inclusive, stops en route to add working coach(es) or working baggage car(s) to its consist, thereby increasing the train consist to the level described by sub-paragraphs (e) or (f), all of paragraph 9.1, the additional employee required thereby will be taken from the initial terminal.

9.3 When an assistant passenger conductor is required on a tour of duty basis:

(a) for the train operating reduced, a spare employee will be called from the list *of* qualified train service employees designated as a relief source for passenger service or from the spare board: and

(b) for a train not operating reduced, the senior qualified assistant passenger conductor on the new crew for the train on which such a position is required will be used. No replacement will be called for the employee so used as an assistant passenger conductor.

ARTICLE 10
DELETED

ARTICLE 11
Medically Restricted Train Service Employees
Passenger Service

11.1 Where it has been agreed to by the General Chairperson and the proper officer *of* the Company, disabled employees will be given preference over other employees in the filling of positions as baggage handler or an assistant conductor on passenger trains, provided their disability will permit them to do so. Disabled employees placed on positions under the terms of this article will not be subject to displacement by senior employees unless such senior employees are unable to hold another position in passenger service.

11.2 Each instance of an employee being granted a preference under this article must be covered by a separate agreement between the parties mentioned.

11.3 Special consideration will be afforded a protected train service employee(s) whose ability to hold work is restricted on medical grounds by the Company and who as a consequence of a reduction in a passenger crew consist under article 9 is further limited in their ability to hold work.

11.4 The General Chairperson and appropriate Company officer will fully cooperate in placing, so far as possible, such medically restricted protected train service employee(s) in a position where they can perform service suitable or appropriate to their medical restriction. To this end, consideration will be given to such matters as:

(a) Placement upon a spare board from which relief for passenger train service is drawn with the understanding that when they stand first out they will remain in that position until such time as he is called for work which they are qualified and able to perform; or

(b) Such other steps as may be appropriate to local conditions.

11.5 The Company shall not be subjected to claims because of any such action as described in paragraph 11.4.

11.6 Special arrangements as described in paragraph 11.4 may be made between the General Chairperson and the appropriate Company officer which results in a medically restricted protected train service employee being placed on a spare board.

ARTICLE 12
Disrupted Operation
Passenger Service

12.1 When normal train operation is disrupted all crews in passenger service, who are on assignments which operate over a common territory, may be pooled until normal operation is restored. At the terminals of the assignments, such crews, when pooled, shall be called in order in which their regular assignments would normally operate regardless of the designation of the trains to be handled. When normal operation is resumed such crews shall return to their regular assignments at the first opportunity. Crews operated in this manner will be considered to be on their assigned runs.

ARTICLE 13
Rates of Pay - Road
Other Than Passenger Service

Through Freight, Work, Snow Plow, Flanger and Light Engine With or Without Caboose

13.1 Lines East of Edmonton (including trains operating to, from and upon the Athabasca and Sangudo Subdivisions)

Classification	Jan. 1/04 Per Mile cents	EFFECTIVE Jan. 1/05 Per Mile cents	Jan. 1/06 Per Mile cents
Conductors	143.05	147.34	151.76
Assistant Conductors			
Essential	132.15	136.11	140.20
Non-essential	125.85	129.62	

13.2 Lines West of Edmonton (excluding trains operating to, from and upon the Athabasca and Sang Subdivisions)

Classification	Jan. 1/04 Per Mile cents	EFFECTIVE Jan. 1/05 Per Mile cents	Jan. 1/06 Per Mile cents
Conductors	144.75	149.09	153.56
Assistant Conductors			
Essential	134.25	138.28	142.43
Non-essential	127.85	131.69	135.64

13.3 Mixed, Way Freight and Switcher Service

Classification	Jan. 1/04 Per Mile cents	EFFECTIVE Jan. 1/05 Per Mile cents	Jan. 1/06 Per Mile cents
Conductors	149.73	154.22	158.85
Assistant Conductors	138.56	142.71	146.99

Note: In the application of paragraphs 13.1 to 13.3 inclusive, conductors in any class of freight service on trains on which no assistant conductor forms part of the 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

Note: When operating in territory outlined in paragraph 36.14 herein, 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

Train Length Allowance

13.4 Conductors and assistant conductors in any class of freight service 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 and over	-	$ 87.00

Note: Employees deadheading on freight trains will receive, in addition to their basic pay therefore, the payments provided for in Articles 24.1, 25 and 26.1 and an allowance of $3.00 in lieu of payment for car step up rates provided for in paragraph 13.4.

Snow Plow or Flanger on Wayfreight Trains

13.5 Where a snow plow or flanger is working on wayfreight trains wayfreight rates will apply.

Road Switcher Service

13.6 Train service employees operating on a turn-around basis in Road Switcher Type Service within a radius of 30 miles from the point required to report for duty will be considered as in Road Switcher Service and compensated at a rate per hour of:

	Jan. 1/2004 Pro-Rata $	EFFECTIVE Jan. 1/2005 Pro-Rata $	Jan. 1/2006 Pro-Rata $
Conductors	25.647	26.416	27.209
Assistant Conductor	23.462	24.166	24.891

	Jan. 1/2004 Time and One-half $	EFFECTIVE Jan. 1/2005 Time and One-Half $	Jan. 1/2006 Time and One-Half $
Conductors	38.471	39.625	40.813
Assistant Conductor	35.193	36.249	37.336

Train service employees may be run in and out through their regularly assigned initial terminal without regard for rules defining completion of trips. Time to be computed continuously from the time train service employees are required to report for duty until time released at completion 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 daily rate.

13.7 In addition to other compensation, Assistant Conductors handling express in addition to baggage will be paid:

Jan. 1/04 Per Month $	EFFECTIVE Jan. 1/05 Per Month $	Jan. 1/06 Per Month $
225.52	232.28	239.25

13.8 Assistant Conductors who work only part of a month on an assignment will receive their due proportion of the monthly allowance provided in paragraph 13.7;

13.9 If Express is handled less than five trips per month on an assignment, the monthly allowa provided in paragraph 13.7 will not apply and an allowance will be paid as follows:

	Jan. 1/04 Per Trip $	EFFECTIVE Jan. 1/05 Per Trip $	Jan. 1/06 Per Trip $
Assistant Conductors	12.891	13.278	13.677

13.10 Assistant Conductors who receive, help to load or unload, handle for the purpose of checking, transfer or delivery, between or at terminals, any sacks of Her Majesty's mail on runs which regularly handle same, will be paid therefore as follows:

Jan. 1/04 Per Month $	EFFECTIVE Jan. 1/05 Per Month $	Jan. 1/06 Per Month $
128.91	132.78	136.77

13.11 Assistant Conductors who work only part of a month on an assignment will receive their due proportion of the monthly allowance provided in paragraph 13.10.

13.12 Assistant Conductors who are intermittently required to handle mail described in paragraph 13.10 will be compensated therefore on the basis of:

	Jan. 1/04 Per Month $	EFFECTIVE Jan. 1/05 Per Month $	Jan. 1/06 Per Month $
	6.42	6.61	6.81
To a maximum per month of:	128.91	122.78	136.77

13.13 In the application of paragraphs 13.7 to 13.12 inclusive, on short turnaround runs a round trip will be considered a trip.

Setting Out and Taking on Cars En Route in a Conductor Only Operation

13.14 When a train, operated with a crew consist of a conductor only in accordance with the rules governing such operation, 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 12-1/2 miles for the first hour or portion thereof. Time so paid will not be used to make up the basic day nor shall it be used in computing overtime. In calculating the time engaged in performing work, it is understood that the time shall be continuous from the time such work is first started until it is finally completed.

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

,AMPLE 2: A train, operating with a crew consist of one conductor only in accordance with the rules governing such operation, 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 15-1/2 miles is paid.

13.15 The provisions of Article 26 do not apply in respect of trains which are operated with a crew consist of one conductor only in accordance with the rules governing such operation nor shall the payments specified in paragraphs 13.14, 13.15 and 13.16 result in duplicate payment, such as for example, other payment made en route, such as junction or switching en route.

13.16 Notwithstanding that a train meets the criteria for operation with a crew consist of one conductor only, the allowance set out in paragraphs 13.14, 13.15 and 13.16 shall not be paid when an assistant conductor is employed on that train in accordance with the rules governing such operation. However, the provisions of Articles 16, 17, 24, 25, 26, 27, 28 and 29 will apply in respect of such trains.

13.17 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
Basic Day

14.1 100 miles or less, 8 hours or less, to constitute a day, in freight, work, snow plow and flanger service, overtime pro rata.

ARTICLE 15
Crew Consist

15.1 The term "Protected Freight Employee" is hereby defined as an employee who has a seniority date as an assistant conductor on or prior to June 29, 1990. A protected freight employee moving from one terminal to another on the seniority territory shall retain protected freight employee status.

15.2 On wayfreight runs where the work is unduly heavy, it will be lightened by using an additional assistant conductor.

(a) Except as otherwise provided herein, all trains will have a conductor and one assistant conductor. On mixed trains, the assistant conductor may be used to handle baggage, mail and/or express.

Note: Where presently used in this Agreement, the term "reduced freight crew consist" shall hereafter refer to a crew consist of one conductor and one assistant conductor.

(b) Notwithstanding the provisions of sub-paragraph 15.2(a), trains operating in through freight service may be operated with a conductor but without an assistant conductor provided that:

(i) Such trains are operated without a caboose;

At Terminals

(ii) At the initial terminal, doubling is limited to that necessary to assemble the train for departure account yard tracks being of insufficient length to hold the fully assembled train;

(iii) At the final terminal, doubling is limited to that necessary to yard the train upon arrival account yard tracks being of insufficient length to hold the train;

(iv) If switching in connection with their own train is required at the initial or final termina , meet the requirements of the service, (except to set off a bad order car or cars or lift a bad order car or cars after being repaired), the conductor will **be** entitled to a payment of 12-1/2 miles in addition to all other earnings for the tour of duty;

En Route

(v) Such trains will make no more than three stops en route for the purpose of taking on and/or setting out a car or group of cars together, except to set *off* a bad order car or cars. The setting off of a bad order car or cars is not a stop for the purposes **of** this sub-paragraph;

(vi) Such trains will not be required to perform switching en route (i.e., between the initial and final terminal) except as may be required in connection with the taking on or setting out of cars as, for example, to comply with the requirements of rules and special instructions governing the marshalling **of** trains:

15.3 When self-propelled cranes, pile drivers, weeders, sprayers and discers are required to operate under train orders on main line outside of yard limits, **a** Conductor pilot will be placed in charge except on lines where there is but one train a day operated in each direction.

15.4 A Sperry Car or Rail Detector Car will have a conductor and an assistant conductor when operated in service on subdivisions listed below; and it will have a conductor when operated light, i.e., not in service, or when operated on subdivisions other than those listed below:

Albreda
Allanwater.
Ashcroft
Biggar Yard
Blackfoot
Bulkley
Clearwater
Craik
Cromer
Drumheller
Edmonton East Terminal
Edmonton West Terminal
Edson
Fort Frances
Fraser
Gladstone
Glenavan
Kashabowie
Lakehead Terminal
Letellier
Margo
Mountain Park
Nechako
Oyen
Redditt
Regina Terminal
Rivers
Rosetown
Saskatoon Terminal
Skeena
Sprague
Telkwa
Tête Jaune
Togo
Vegreville
Wainwright
Watrous
Winnipeg Terminal
Yale (incl. Lulu Island)

ARTICLE 16
Snow **Plow** and Flanger Service

16.1 Train Service Employees will not be required to ride in snow plow or flanger.

16.2 Plowing or flanging side tracks will be paid for at the rate of **12-1/2** miles per hour as per class of service in addition to pay for trip. Time so occupied will be deducted in computing overtime to avoid duplicate payment.

ARTICLE 16A
Definition of **Work** Train Service

16A.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.

16A.2 A train, other than one described in paragraph **16A.1** whose sole purpose on a tour of duty is hauling Company material, empty equipment, boarding and/or outfit cars, or auxiliaries from one terminal to another will not be considered in work train service.

ARTICLE 17
Basis **of Pay - Work Train** Service

17.1 Except as provided by paragraph **17.4,** when an entire tour of duty is performed within working limits, train service employees will be paid time or miles, whichever is greater, with not less than **100** miles for the entire tour of duty.

17.2 Except as provided by paragraph **17.4,** when a tour of duty includes running to and from working limits, train service employees 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.

17.3 In the calculation of initial and final time, the terminal limits prescribed in paragraphs **36.2** to **36.12** inclusive will apply to work train service. Except as provided by paragraph **17.4,** when work trains run **40** miles or more In one direction to or from loading or unloading point, train service employees 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.

17.4 Under paragraphs **17.1, 17.2** and **17.3,** when the miles run exceed the total time on **duty,** train service employees will be paid on the mileage basis for the entire tour of duty.

17.5 Under paragraphs **17.1, 17.2** and **17.3,** all time at beginning and at the end of the tour of duty will be used:

(a) in determining if the entire tour of duty is to be paid for on a mileage basis; and

(b) to the extent necessary to make up the 100 miles under paragraphs **17.1, 17.2** and **17.3.**

Overtime **-Work** Train Service

17.6 Except as provided in paragraphs **17.7** and **17.8,** all time paid for on the minute basis in excess of 8 hours in a tour of duty, excluding any preparatory time, shall be paid at an overtime rate per hour of 3/16ths of the applicable rate.

17.7 Under the provisions of paragraphs 17.1 to 17.5 inclusive, where compensation is on the basis of actual miles run, the time so occupied shall not be included in the computation of overtime.

17.8 In the application of paragraph 17.4 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, excluding any preparatory 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.

17.9 Examples of overtime payable in a tour of duty involving the application of paragraph 17.2:

(i)

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 - 60 actual miles run, plus 8 hrs at 12-1/2 MPH, plus 2 hrs at 18-3/4 MPH - 197-1/2 miles.

(ii)

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 hrs at 12-1/2 MPH - 147-1/2 miles (no overtime).

17.10 Examples of overtime payable in a tour of duty involving the application of paragraph 17.3:

(i)

Operated 2 trips of 45 miles (total 90 miles) taking		4 hrs
each between A and B-		8 hrs
Total time at A and B	-	4 hrs

Payment for trip - 8 hrs at 12-1/2 MPH - 100 miles, plus 4 hours at 18-3/4 MPH - 75 miles = 175 miles.

(ii)

Operated 2 trips of 45 miles (total 90 miles) taking	1 hr
each between A and B	2 hrs
Total time at A and B	10 hrs

Payment for the trip - 90 miles run, plus 8 hrs at 12-1/2 MPH - 100 miles, plus 2 hours at 18-3/4 - 37-1/2 miles = 227-1/2 miles

(iii) Work Train ordered in multi yard Terminal A

Work Train ordered	7K
Crew on duty	7K
Switch, Make up, Air	8K
*Time at outer switch	9K
Run to work limits B	40 miles (I hr)
Time at Work Site	10 hrs
Return to Terminal A	40 miles (1 hr)
*Time at outer switch	21K
Crew off duty	2130K

Payment for trip - 80 miles actual run, plus 8 hours at 12-1/2 MPH, plus 4 hours 30 minutes at 18-3/4 MPH - 264 miles.

*NOTE: Road miles commence or cease at outer switch.

(iv) Work Train ordered in multi yard Terminal A

Work Train ordered	7K
Crew on duty	7K
Switch, Make up, Air	8K
*Time at outer switch	9K
Run to B	30 miles (1 hr)
Time at Work Site B	1 hour
*Run to C (Thru A)	40 miles (3 hours-2-1/2 hours running-30 minutes delay at"A"-Time absorbed in Road Miles)
Work at C	5 hours
Return to Terminal A	6 miles (30 minutes)
*Time at outer switch	1930 K
Crew off duty	2030K

Payment for trip-76 miles actual run, plus 8 hours at 12-1/2 MPH, plus 1 hour at 18-3/4 MPH-195 miles.

*NOTE: Road miles commence or cease at outer switch.

(v) Work Train ordered in multi yard Terminal A

Work Train ordered A	7K
Crew on duty	7K
Switch, Make up, Air	8K
"Time at outer switch	9K
Run to B	45 miles (2 hrs)
Time at B	3 hrs
Run to A	45 miles (2 hrs)
*Time at outer switch	16K
Work at A	5 hours
Crew off duty	2130K

Payment for trip-90 miles actual run, plus 8 hours at 12-1/2 MPH, plus 2 hours 30 minutes at 18-3/4 MPH-237 miles.

*NOTE: Road miles commence or cease at outer switch.

17.11 Examples of overtime payable in a tour of duty involving the application of paragraph 17.4:

(i) 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 trip - 132 miles (no overtime involved)

(ii) Operated 2 trips of 35 miles taking 3 hrs each between A and B (total 70 miles) 6 hrs
Total time at A and B - 6 hrs

Payment for the trip - 8 hrs at 12-1/2 MPH - 100 miles, plus 4 hours at 18-3/4 MPH - 75 miles = 175 miles

ARTICLE 18
Station Switching When Other Crews *Available* -Work Train *Service*

18.1 Crews in work train service will not be used to perform station switching, when other crews are available.

ARTICLE 19
Piloting

19.1 Train Service Employees acting as pilots will be paid Conductor's rate.

19.2 When a conductor pilot is furnished the senior available conductor not working as such will be called.

19.3 A conductor in charge of a work train assignment will perform any necessary piloting of engines in connection with such assignment.

19.4 When pilots are furnished from the Greater Vancouver Terminal or Kamloops Junction for the piloting of passenger or freight trains the senior available conductor not working as such in either terminal will be called and, when necessary will work through Boston Bar in either direction, remaining with such train to the meeting point with conductor pilot belonging to the next subdivision.

19.5 When Pilots are supplied from Boston Bar for passenger or freight service, the senior available conductor not working as such, assigned on the subdivision where the detour will begin, will be called and will work through Boston Bar to be changed *off* with the first pilot met in opposite direction. Terminal payments to apply when piloting in freight service.

Note: In the application of this article, the number *of* trips over a particular territory during which a conductor is furnished a pilot before he is considered acquainted with such territory will be the subject of local agreement between the appropriate officer of the Company and the Local Chairperson of the Union. In the event the Local Company and Union officers cannot agree to the determination of such number of trips, the matter will be resolved by the District Manager and the General Chairperson of the Union.

Extended Runs

19.6

(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 in accordance with Article 108.2 (non extended run operation) over and above all other wages earned for that tour of duty.

ARTICLE 20
Home for Saturdays and/or Sundays and Guarantee - Work Train Service

20.1 Train Service Employees assigned to work trains for 5 days per week will be given transportation and allowed to go home for Saturdays and Sundays. When train service employees can go home for Saturdays and Sundays they will not be paid under paragraph 20.4.

20.2 Train Service Employees assigned to work trains in excess of 5 days per week will be given transportation and allowed to go home for Sundays. When train service employees can go home for Sundays they will not be paid under paragraph 20.4.

20.3 When required for operational purposes two 5-day periods may be combined into one 10-day period with 4 days off. Train service employees assigned to such work trains will be given transportation and allowed to go home for the 4 days off. When train service employees can go home for the days off specified herein, they will not be paid under paragraph 20.4.

20.4 Except as provided in paragraphs 20.1, 20.2 and 20.3, train service employees assigned to work train service will be allowed a basic day at minimum through freight rates for each 24 hours held and not used.

ARTICLE 21
Used Off Assignment - Work Train Service

21.1 Train service employees assigned to work train service will not be transferred or used in other service during a continuance of the assignment by a temporary suspension of the assignment for less than 3 days, excepting that when a congestion of traffic occurs, which the unassigned crews on the territory are unable to handle, work train crews may be used for that purpose.

ARTICLE 22
Guarantees - Road Service

22.1 Train service employees regularly assigned to Passenger service will be paid not less than the equivalent of 4500 miles at Passenger rates in any one month.

22.2 Train service employees regularly assigned to Road Switcher service will be paid not less than the equivalent of 2,600 miles at Road Switcher rates in any one month.

22.3 Train service employees regularly assigned to mixed and wayfreight train service will be paid not less than the equivalent of:

(a) 2,800 miles at the wayfreight rate in the month of February; and

(b) 3,000 miles at the through freight rate in any other calendar month.

22.4 Train service employees in through freight train service regularly set up will be paid not less than the equivalent of 3,000 miles per calendar month at the through freight rate.

22.5 Detention, switching and overtime may be used to make up the guarantees provided under the provisions of this article.

22.6 Train service employees on mixed trains may be run around chain-gang train service employees to make up their mileage on their own branch lines.

22.7 Train service employees who work or are available for duty only a portion of a month on any which is regularly assigned or regularly set up will be paid their full proportion of the monthly guarantee provided for such run under the provisions of this article.

22.8 This article does not mean that 4,500, 2,600, 2,800 or 3,000 miles per month, as the case may be, is the maximum mileage that train service employees will be permitted to make.

22.9 See Appendix "D" for monetary value of monthly guarantees.

22.10

(a) Employees assigned to runs identified in article 36.2 or road or joint spare board at terminals that include extended run territory and who are available for duty for their entire mileage month will be entitled to:

4300 miles if working as conductor

Such guarantee will be prorated for each 14 day board adjustment period.

(b) 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 they been available, and for each call missed.

An employee 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.

(c) An employee who books rest in excess of 14 hours will have their guarantee reduced in accordance with 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. .

(d) 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. Employees will be assigned in yard service on a senior may/junior must basis, with preference given to beltpack qualifications.

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

(e) 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,

(f) In the calculation of guarantee payments all compensation, excluding general holiday pay, paid to the employee under Agreements 4.3, 4.2, 1.2 and 2.3 will be used to offset any such guarantee payments.

ARTICLE 23
Preparatory Time

23.1 Train service employees of mixed, freight and snow plow trains will be on duty at initial terminal 15 minutes before time set for departure of train, and will receive pay for same at through freight rates.

EXAMPLE: If a crew is ordered for 0800 hours they will come on duty at 0745 hours and be paid from 0745 hours first preparing themselves for work and performing such duties as may be required of them during the 15 minutes preparatory time.

23.2 No preparatory time is allowed where crews perform switching and are paid switching from time they come on duty.

23.3 No preparatory time is allowed work trains except emergency work trains; unless train service employees notified to the contrary, they will report and then be paid preparatory time in accordance with paragraph 23.1.

ARTICLE 24
Time At Terminals and Turnaround Points - Freight Service

24.1 At initial terminals, train service employees will be paid on a minute basis from the time required to report for duty until the engine passes the outer switch.

24.2 In cabooseless operations, when an incoming 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 a TIBS unit. In such circumstances, the outgoing crew will remain on initial terminal time until the train actually commences its departure movement.

24.3 At final terminals, train service employees will be paid on a minute basis from the time the engine passes the outer switch until the conductor registers off duty. Should a train be delayed at the outer switch, train service employees will be paid on a minute basis from the time the engine reaches that point until the conductor registers off duty.

24.4 In the application of paragraphs 24.1, 24.2 and 24.3; the outer switch means the switch normally used in heading out of or into the yard and, road mileage commences and ends at the outer switch; the terminal or yard limits defined in paragraphs 36.2 to 36.12 inclusive, will be considered as the outer switch.

24.5 Train service employees switching or delayed at terminals or turn-around points will be paid for actual time so occupied at through freight rates. Train service employees required to perform yard service employees' work in any one yard in excess of 5 hours in any one day will be paid at yard service employees' rates per hour for the actual time occupied. This time will be in addition to mileage or hours made on the trip.

24.6 Train service employees required to load or unload wayfreight at terminal points will be paid at wayfreight rates for the time so occupied.

24.7 Assistant Conductors handling express, who are required to be on duty more than 15 minutes at beginning or end of trips, will be paid for all time held, handling express at overtime rates. Terminal time paid for under this paragraph will be deducted to avoid duplicate payment.

24.8 Train service employees called to perform an entire shift or tour of duty of 8 hours or more in J service at a closed or open yard will be paid yard rates and punitive overtime for work in excess of 8 consecutive hours.

ARTICLE 25
Junction Switching

25.1 Through freight rates on the basis of 12-1/2 miles per hour will be paid train service employees in through freight service for all time occupied in switching at junction points, and this time will be paid in addition to pay for trip. Such time will be deducted in computing overtime for the trip, and this switching will not be regarded as constituting switching at an intermediate point under article 26.

25.2 Interrupted time of 30 consecutive minutes or more preventing continuance of switching operations will be deducted in computing time for switching at junction points.

25.3 Time switching at junction points will not be used for purpose of converting the rate of pay in through freight service to wayfreight rates under article 26.

25.4 When the rate of pay of a crew in through freight service is converted to wayfreight rates in accordance with article 26, switching at junction points will not be paid.

ARTICLE 26
Loading and Unloading Wayfreight and Switching En Route

26.1 Train service employees required to load or unload wayfreight, O.C.S. coal, or switch en route, will be paid overtime at wayfreight rates on the basis of 12-1/2 miles per hour for time so occupied but not in excess of wayfreight rates for the full trip, such time to be deducted in computing overtime.

26.2 Train service employees will be paid wayfreight rates over the full trip if they load or unload wayfreight or switch at 3 or more points, or a combination of both.

26.3 Paragraphs 26.1 and 26.2 do not apply to crews on through freight trains setting out or picking up cars belonging to their trains unless a switch has to be made to spot cars which are *set* out; that is, cars set out of a train will be placed for loading or unloading and this will not constitute switching unless the placing of same will necessitate the removal of car or cars from the track to which cars set out are destined. When picking up, any cars which are placed for loading must be re-spotted.

26.4 The handling of water cars for other than train purposes will be by wayfreight trains; if by through freight trains, wayfreight rates will be paid provided water is distributed at 3 or more points,

EXAMPLES:

(a) Leave A. 1000 hours

Switch or handle wayfreight at C. 1115 to 1130 hours and at E. 1230 to 1245 hours
Arrive G. 1800 hours (Distance 150 miles).
Allowed: 150 miles at through freight rates, 6 miles at wayfreight rates.

Total 156 miles.

Leave A. 1000 hours

Switch or handle wayfreight at E. 1115 to 1145 hours
Arrive G. 1900 hours (Distance 150 miles).
Allowed: 150 miles at through freight rates, 6 miles at wayfreight rates.

Total 156 miles.

(c) Leave A. 1000 hours

Switch or handle wayfreight at E. 1130 to 1230 hours
Arrive G. 0000 hour (Distance 150 miles).
Allowed: 150 miles at through freight rates, 12-1/2 miles overtime at through freight rates, 12-1/2 miles overtime at wayfreight rates.

Total 175 miles.

(d) Leave A. 1000 hours

Switch load or unload wayfreight at E. 1130 to 1205 hours
Arrive G. 2000 hours (Distance 150 miles).

Allowed: 150 miles at wayfreight rates.

(e) Crew makes trip over subdivision A. to G.

Loads or unloads wayfreight at B.
Performs stations switching at C.
Picks up cars necessitating a switch at D.

Allowed: Wayfreight rates for full trip.

ARTICLE 26A
Picking Up and Setting Out Diesel Units in Road Service

26A.1 Conductors called for road service who assist the Locomotive Engineer to set out or pick up a diesel unit (or units) involving their locomotive consist will be paid an allowance of:

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

Jan. 1/04	EFFECTIVE Jan. 1/05	**Jan. 1/06**
$	**$**	**$**
7.70	7.94	8.17

(b) Picking up or setting out more than one unit not already coupled or setting out more than one [illegible] where units must be uncoupled

Jan. 1/04	EFFECTIVE Jan. 1/05	Jan. 1/06
$	$	$
12.77	13.16	13.55

26A.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 who is assisted by the Conductor making a claim under this article.

26A.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 Conductor who assists a Locomotive Engineer to pick up or set out a diesel unit(s) utilized in yard service, which cannot be multipled with the road unit(s), and who is required to ensure that such unit(s) is prepared for dead haul or is properly secured when setting out, will be paid the allowance provided herein.

ARTICLE 27
Industrial Spur Switching

27.1 Train service employees required to switch industrial spurs en route, of over 1 mile in length, 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 the trip provided such switching is performed at a distance of one mile or more from the mainline.

27.2 Time paid for under this article will be deducted in computing overtime to avoid duplicate payment.

ARTICLE 28
Doubling

28.1 Train service employees will be paid a minimum of 10 miles for each double, or actual mileage when this minimum is exceeded.

28.2 This article does not apply to work train service.

ARTICLE 29
Work Train Service En Route

29.1 Train service employees will not be paid for performing work train service en route unless time so occupied aggregates 1 hour, in which case they will be paid at work train rates for all time so occupied.

29.2 The following will be considered as work train service en route:

(a) Unloading cinders, ballast, ties and rails;

(b) Loading and/or unloading work equipment such as bulldozer, draglines, etc.;

(c) Unloading shims, frogs, switch points, switch stands, track spikes, rail anchors, tie plates, track bolts, crossing planks, bridge material, telegraph poles, cross arms, right-of-way fencing and culverts, when such material is shipped in car load lots, or combination of these items in car load lots.

te: Unloading small quantities of such material from wayfreight cars will not be considered as work train **service** en route.

(d) Thawing out culverts;

(e) Clearing rock slides and rock from right-of-way;

(f) Rerailing cars;

(g) Filling water barrels on bridges for fire protection;

(h) Clearing cuts of snow where several back-up and forward movements are required at high speed to throw snow out of cuts;

(i) Filling of propane tanks;

(j) Filling fuel oil tanks.

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

(a) Unloading ice;

(b) Unloading coal at stations, water tanks, etc.;

(c) Unloading sawdust;

(d) Replacing knuckles, brassing car, packing or otherwise attending to hot boxes on own train;

(e) Waiting while road repair employee(s) repair bad order cars.

29.4 Where trains other than regularly assigned work trains, perform work train service in motion between certain points between terminals, the time occupied between such points in excess of an average speed of **12-1/2** miles per hour will be paid for at work train rates in addition to pay for trip.

EXAMPLES:

(a) Train going from Winnipeg to Rainy River distributes ties between Paddington Junction and Lorette, a distance of **12-1/2** miles, leaves Paddington Junction 0900 hours arrives Lorette **1045** hours. Crew will be paid 45 minutes at work train rates in addition to pay for trip.

(b) Train going from Winnipeg to Rainy River unloads material between Giroux and Vassar, a distance of **50** miles. Leaves Giroux **1200** hours arrives Vassar **1730** hours. Crew will be paid **1** hour and 30 minutes at work train rates in addition to pay for trip.

29.5 Time paid for under this article will be deducted in computing overtime to avoid duplicate payment.

29.6 Train service employees will not be called upon to handle heavy shipments of track and bridge material, except in cases of extreme emergency and consignments of heavy material, such as frogs, hand cars, etc. will be, so far as is possible, placed in separate cars to be set out at destination. However, train service employees are not relieved of the duty of unloading material such as is ordinarily loaded in way cars for distribution.

ARTICLE 30
Overtime

30.1 When any train other than a passenger train averages less than 12-1/2 miles per hour, overtime will be paid at the applicable rate on a basis of 12-1/2 miles per hour, except as otherwise provided for in article 17. Time to be computed from the time of departure of train until arrival at destination.

30.2 In computing overtime all mileage paid for, including doubling, will be allowed in the mileage, and unless otherwise provided, the time will not include time otherwise paid for.

ARTICLE 31
Short Runs

31.1 On short runs where the mileage of round trips is fifty (50) miles or less, one hundred (100) miles and terminal switching will be paid, as well as overtime.

31.2 Except as provided in paragraph 31.1 herein, short runs will be paid on the basis of one hundred (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.

Note: This article does not apply to employees in road switcher or work train service.

31.3 Train service employees may be assigned to suburban service (within a radius of 10 miles), the duration of which exceeds one day, and will be paid for all time actually on duty, or held for duty. Eight consecutive hours or less to constitute a day, overtime pro rata.

ARTICLE 32
Called and Cancelled

32.1 Train service employees who are cancelled after accepting a call for road service will be paid for time held on duty at through freight rates, with a minimum of four hours, and will maintain their original standing on the working board. Train service employees who report for duty and are afterwards cancelled, will be permitted to book up to 8 hours rest at the home terminal and up to 6 hours rest at other terminals without affecting their turn.

32.2 Train service employees performing work after coming on duty will be entitled to minimum day and will maintain their original standing on the working board with the right of booking up to eight hours rest at the home terminal or up to six hours rest at other terminals, if desired. In the application of this paragraph, "performing work" will be interpreted as follows:

(a) engine from shop track - taking engine from shop track to train yard; and

(b) engine from designated track or change-off point -taking engine from such track to another track, or moving engine from change-off point to another point, for the performance of duties pertaining to their assignment; and

(c) departing in crew van or taxi.

ARTICLE 33
Deadheading

33.1 Train service employees deadheading or travelling passenger will be paid at the same rates and mileage as earned by the corresponding Train service employees working the train on which they travel, except a Train service employee deadheading to take a preference run or promotion to which entitled by change of time table or permanent vacancy, or when returning from same on account of being displaced by reduction of crews, or when deadheading to or returning from a point for relief work which employee(s) took at their own request, will not be entitled to the deadhead mileage going or returning.

33.2 Train service employees bidding in regular passenger runs and having to go to the distant terminal for or to deliver their trains, will be paid deadheading for such trips to the extent of the mileage between the terminals of their assignment. This to apply both at the inauguration of, and completion of the assignment.

33.3 The Train service employees first out will deadhead, and will stand first out of these Train service employees at the other terminal. Train service employees will not be required to abandon caboose except to run passenger or official trains, or unless it is the intention to return them deadhead on passenger, when the caboose would be an encumbrance, in which case Train service employees will be advised number, date of, and departure of train they will be returned on before they are obliged to give up caboose. This paragraph, other than the first sentence, shall apply only to crews which have cabooses on an assigned basis.

33.4 On any passenger train, other than a first-class passenger train, caboose will be attached. This is not to be construed as to force Train service employees to give up caboose in order to deadhead them on passenger. This paragraph shall apply only to crews which have cabooses on an assigned basis.

33.5 Terminal payments will not be allowed crew deadheading, except when such payments accrue after the time set for the departure of the train upon which deadhead crew is to travel.

33.6 The crew to be deadheaded will be called for the time at which it is expected the train upon which they are to travel should be ready to leave.

33.7 The deadhead crew will have no claim under article 43, paragraph 43.2 for runaround.

33.8 The time of the deadhead crew ceases upon arrival at destination terminal, and any time earned by the working crew in yarding train, switching, etc., will not accrue to the employees deadheading.

EXAMPLES:

(A) Crew (first out) called to deadhead on through freight from Dauphin to Winnipeg - 177 miles. Crew (second out) to work train called to start work at 0700 hours, to leave at 0900 hours, Deadhead crew called for 0900 hours. Train leaves at 1000 hours, arrives Winnipeg 2200 hours. Times on duty: working crew fifteen (15) hours, deadhead crew thirteen (13) hours. Following will be allowed:

	Crew Working	Crew D. Hdg
2'00" terminal switching, through freight rates	25 m.	
1'00" terminal detention	12-1/2 m	12-1/2 m.
Mileage Dauphin to Winnipeg through freight rates	177 m.	177 m.
Total	214-1/2 m	189-1/2 m.

(B) Crew (first out) called to deadhead on through freight from Dauphin to Winnipeg - 177 miles.

Crew (second out) called to work train for 0900 hours. Train leaves 1000 hours, and arrives Winnipeg 2200 hours.. Times on duty: working crew thirteen hours and thirty (13'30") minutes, deadhead crew thirteen (13) hours. Following will be allowed:

	Crew Working	Crew D. Hdg
15" preparatory time, through freight rates	6-1/4 m.	
1'00" terminal detention through freight rates	12-1/2 m.	12-1/2 m.
Mileage Dauphin to Winnipeg through freight rates	177 m.	177 m.
Total	195-3/4 m	189-1/2 m

33.9 When train service employees are temporarily sent out to perform work train service before the specified time for the bulletin to expire has elapsed, they will be paid for deadheading to the point of work and deadheading for returning after the assigned employees have arrived and taken over the assignment.

33.10 With the exception noted in paragraph 33.9 of temporary employees deadheading when relieved by assigned employees after expiration of the bulletin, an assignment will be considered as having been created when the bulletin is closed and all employees engaged on the work will be considered as working an assignment regardless of whether they applied for the work or not.

33.11 When assignment has been created by bulletin, no deadhead payments will be made to train service employees deadheading to the assignment.

33.12 No deadhead payments will be made to train service employees deadheading from a work train assignment, with the exception that deadhead claims will be paid when the work covered by the assignment is completed or discontinued at a point on the subdivision other than the point at which the assignment started, in which case deadheading will be paid to the terminal on the subdivision from where relief is provided.

33.13 No deadhead payments will accrue when train service employees deadhead to or from a work assignment for the purpose of relieving members of the crew as a result of exercising of seniority rights.

33.14 Deadheading in connection with the operation of rail detector cars will be treated the same as any other work train service deadheading.

33.15 When a Train service employee is displaced under the provisions of article 131 they will not be entitled to compensation for deadheading.

33.16 **Effective January 1, 1988,** when, under the terms of this article, a train service employee is entitled to compensation for deadheading, the Company will provide, or arrange for, the necessary transportation. When railway or public transportation is not available and a Train service employee is authorized by the Company to use their private automobile, employees will be reimbursed at the rate of 28 cents per kilometer for the kilometers travelled via the most direct highway route,

33.17 In the application of article 144 when train service employees are ordered to deadhead and instructed to pick up and/or deliver radio(s):

(a) Train service employees will not be required to pick up and deliver more than one radio each;

(c) at the home terminal, a payment of ten minutes will be allowed to employees who either pick up or deliver a radio which has been or will be in the care and for the use of such an employee during that tour of duty or an ensuing trip(s) or tour(s) of duty.

NOTE: In the application of sub-paragraph (b), employees 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.

33.18 Employees deadheading will not be entitled to the allowances set out in paragraph 13.14, sub-paragraph 15.2(b)(iv) or the Note of paragraph 13.3 and Item 1 of paragraph 13.4.

33.19 When combined service and deadheading involves a turnaround point, the provisions of Article 31 will not apply, but the time at the turnaround point will be paid for under Article 24. Such time will be excluded when computing overtime.

(Refer to Addendum 73)

ARTICLE 34
Held-Away-From-Home Terminal

Unassigned Service

34.1 Except as provided in paragraph 34.2, train service employees in unassigned service who are held at other than their home terminal longer than 11 hours, without being called for duty, will be paid 1/8th of the daily rate per hour (at the rate applicable to the service last performed) for all time held in excess of 11 hours.

34.2 In cases of wrecks, snow blockades or washouts on their own freight section or assigned territory (between the location at which held and the home terminal), train service employees in unassigned service who are held at other than their home terminal longer than 11 hours, without being called for duty, will be paid 1/8th of the daily rate per hour (at the rate applicable to the service last performed) for the first 8 hours in each subsequent 24 hours thereafter. 11.d.2

34.3 Time held under the provisions of paragraphs 34.1 and 34.2 will be computed from the time crew goes off duty, until the time required to report *for* duty prior *to* the departure of the train on which they resume duty.

34.4 When train service employees book rest of their own accord, time in excess of 8 hours so booked will not be included in computing time held away from home terminal.

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

34.6 For the purpose of applying this article, the Company will designate a home terminal for each crew in pool freight and unassigned service.

(Refer to Addendum **92)**

Assigned Service

34.7 Train service employees in assigned service who are held at the away-from-home terminal of their assignment, are off duty and available for service, will be paid 1/8th of the daily rate per hour (at the rate applicable to the service last performed) for all time so held beyond a period of 5 hours after the advertised departure time, from that point, of the train they are assigned to operate. Time *to* be submitted on a

separate time return, This provision shall not apply to assigned work train service, nor shall it apply in cas. of wrecks, snow blockades or washouts (between the location at which held and the home terminal) on the territory to which such train service employees are assigned.

34.8 In order to avoid excessive held-away-from-home terminal time, the Company may deadhead the train service employees who are in assigned service to the home terminal of their assignment and use other train service employees to operate the assigned train.

ARTICLE 35
Booking Rest

At Terminals

35.1 Train service employees on arrival at terminals will not be called for immediate duty if they want rest, Train service employees will be judge of their own condition.

35.2 Required rest must be booked in whole hours on train register on arrival and will be given complete before being called. Rest may be booked by telephone where employees are released from duty at points other than where the train register is located.

35.3 At the home terminal a train service employee will not be permitted to book less than 3 hours rest nor more than 24 hours rest.

35.4 At away-from-home terminals a train service employee will not be permitted to book less than 1 hours rest nor more than 8 hours rest. However, a train service employee 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.

35.5 When a train service employee books rest of not more than 16 hours at the home terminal or not more than 8 hours at the away-from-home terminal, the crew will not be sent out until the rest period has expired.

35.6 When all members of a crew have rest booked in excess of 16 hours, the crew will not be sent out until the rest period has expired.

35.7 In the application of this Article, the rest period will commence from the time the last person is off duty, if the expiry time of his rest booked exceeds the rest booked by other members of the crew.

35.8 Rest booked to be exclusive of call time.

35.9 The provisions of paragraphs 35.1 to 35.8, inclusive, will apply to a person on a Joint Spare Board upon completion of a tour of duty in road service.

Rest En Route

General

35.10

(a) Train service employees who have been on duty 11 hours or more (10 hours or more, when operating with a reduced freight crew consist) will have the right to book rest en route, if they so desire, in accordance with the provisions of paragraphs 35.10 to 35.16 of this Article. Train service employees are to be the judges of their own condition.

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

Extended Runs - Territory

(b) In the application of Articler 35.10 crews operating in an extended run territory will have the right *to* book rest as follows:

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
Winnipeg	-	Fort Frances	10 hours
Fort Frances	-	Thunder Bay	11 hours
Edmonton		Calgary	10 hours
Smithers		Ridley Island & Prince Rupert	10 hours

Note: The hours on runs identified in this article may be increased, to a maximum of 12 hours, or decreased based on the principles set out in Appendix 65 of this Memorandum.

Notice

35.11

(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 train service employees' 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

35.12

(a) Train service employees 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 member of the train crew books rest en route, all other members of the train crew will be considered as on rest and automatically tied up. In such circumstances, Train service employees will not be considered as tied up between terminals and Article 35A shall not apply.

(c) When the Locomotive Engineer books rest en route, Train service employees will, if they require rest, book rest at the same time. If rest is not required at that time, Train service employees will complete the tour of duty.

(d) When rest is booked, the maximum number of hours rest booked by any one member of the tra engine crew shall be the number of hours rest for all other members of the train and engine crew.

(e) Except as provided by sub-paragraph 35.14 (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.

(f) All time off duty for rest shall be deducted in computing time for the continuous trip.

(g) 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.

Arrangements

35.13

(a) When rest is booked en route, Train service employees 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 35.13 (a)(ii), Train service employees 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 35.13 (a) (ii), Train service employees 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., Train service employees will be relieved of duty by the time rest booked is due to commence.

(c) Train service employees 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 Train service employees relieved of duty in accordance with the provisions of sub-paragraph 35.13 (b).

(d) Train service employees 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**

35.14

(a) When accommodations are to be provided en route, the Train Dispatcher may instruct Train service employees to take rest prior to the expiration of the 10th hour on duty or the 11th hour on duty, as the case may be, so that accommodations can be readily provided. In such circumstances, Train service employees will not be considered as tied up between terminals and Article 35A shall not apply.

Note: The 10th and 11th hour has been modified as per Article 35.10 for crews operating in extended run territory.

Where accommodations are unavailable at the location where the crew ties-up or is relieved, the Train service employees 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 35.14 (b), this results in Train service employees being on duty beyond the time rest booked is due to commence, they 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 35.14 (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles traveled be paid for.

35.15

(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 Train service employees 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 Train service employees 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, Train service employees will be provided an allowance of $9.50 where meals are not provided by the Company or at Company expense.

(c) 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

35.16

(a) When accommodations are provided en route and the train does not proceed, Train service employees 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 them, Train service employees 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 35.16 (b), Train service employees 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 35.16 (b), Train service employees 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 with them.

ARTICLE 35A
Tied-up Between Terminals

35A.1 Train service employees, 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. Train service employees so tied up shall be paid actual miles or hours to the tie-up point but not less than a minimum day of 100 miles, and from time tied up until again resuming duty will be compensated hour for hour on the basis of 1/8th of the daily rate for the first 8 hours in each 24 hours so held, When resuming duty, a new day will commence. In the application of this paragraph to train service employees ordered for a turn-around trip, the turning point or any intermediate point will be considered as being between terminal points.

35A.2 Train service employees 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). Train service employees will be notified in writing that they are so tied up and shall be paid actual miles or hours to the tie-up point. When resuming duty, a new day will commence. In the application of this paragraph to train service employees ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.

35A.3 Train service employees 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.

35A.4 Train service employees will not be tied up under this article except when it is possible for them to be relieved from duty, and sleeping accommodation is furnished by the Company, consideration also to be given to the availability of eating facilities at the point tied up.

Note: With respect to paragraphs 35A.1 and 35A.2, the payment of time and mileage will be taken into consideration in the application of article 31.

ARTICLE 36
Terminals Defined

36.1 The following stations constitute terminals within the meaning of the term, and may be eliminated or added to by giving the General Chairperson 30 days' notice in writing, and bulletining same on the Region affected, over the signature of the appropriate Company Officer.

Alliance
Amaranth
Arborfield
Armstrong
Atikokan
Avonlea
Beechy
Benbow
Bickerdike
Biggar
Blue River
Boston Bar
Brandon
Brazeau
Calgary
Canora
Carman
Kelvington
Kindersley
Kipling
Langruth
Leyland
Loverna
McBride
Melville
Mirror
Neepawa
North Battleford
Prince George
Prince Rupert
Radville
Rainy River
Regina
Riverhurst

Carrot River
Coal Valley
Dauphin
Ear Falls
Edmonton
Edson
Endako
Estevan
Eston
Fort Frances
Glaslyn
Grande Centre
Grande Prairie
Gravelbourg
Greater Vancouver Terminal
Gypsumville
Hanna
Hudson Bay
Humboldt
Jasper
Kamloops Jct.
*Kaybob
Rivers
Rocky Mountain House
Russell
Saskatoon
Sioux Lookout
Smith
Smithers
Stall Lake
Steep Rock
Swan River
St. Walburg
Terrace
The Pas
Thunder Bay
Vermilion
Wainwright
Watrous
Weyburn
Whitecourt
Willowbunch
Winnipeg

*For unit sulphur trains originating or terminating at that point.

36.2

(a) Extended runs in through freight service will be established between the following 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) Similar train runs are already in existence between:

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 conductors will be established at each terminal fisted in paragraph 36.2(a) except for Ridley Island and Prince Rupert.

36.3 The limits of Winnipeg Terminal will be:

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

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

36.5 The limits of Rainy River Yard will be east switch at Rainy River and the west switch at Beaudette.

36.6 The limits of Regina Yard will be M.P. 4.5 Ross Industrial Lead and Warell, M.P. 3.4, Regina Terminal Subdivision.

36.7 The terminal limits for Qu'Appelle Subdivision crews will be Qu'Appelle Junction.

36.8 The limits of Saskatoon Yard will be Roskin Junction, Newcross and M.P. 0.3 Warman Subdivision.

36.9 The limits of Dauphin Yard will be the West Switch at the West Yard, Mileage 1.9, Togo Subdivision, and the East Station track switch at Main Street, Mileage 121.6, Gladstone Subdivision. Delays to Eastbound trains at North Junction will be paid for under article 24.

In the event a train is required to pick up or set off at B Yard or is delayed at Mountain or Broadway Avenues, then the East limit will be Mileage 120.7, Gladstone Subdivision.

36.10 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 24.4 of article 24 shall apply at the designated points herein named.

.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.

Note: For crews operating to and from Westlock Subdivision, if they were required to pick up or set out cars at Dunvegan Yard, the terminal limit, in such circumstances, would be the north switch at Dunvegan Yard.

36.12 The limits of Canora Yard will be East switch, Mileage 124.68 Togo Subdivison, North switch, Mileage 1.71, Assiniboine Subdivision, West switch, Mileage 2.08 Margo Subdivison, and South switch, Mileage 54.66, Yorkton Subdivison.

36.13 The limits of The Pas Yard will be M.P. 85 Turnberry Subdivision and M.P. 0.2 Wekusko Subdivison.

36.14 The eastern limits of Kamloops Terminal will be the main line switch (M.P. 136.0) of the Clearwater Subdivision for trains required to pick up or set off at the Surge Yard. For trains not required to pick up or set off at the Surge Yard, the eastern limits will be the main line switch at Bungalow M (M.P. 137.4) on the Clearwater Subdivision.

ARTICLE 37
Manning Permanent Vacancies and New Assignments
Set to Storage - replaced by 746 see Art. 107

ARTICLE 38
Manning Temporary Vacancies
Set to Storage - replaced by 746 see Art. 107

ARTICLE 39
Exercising Seniority
Set to Storage - replaced by 746 see Art. 107

ARTICLE 40
Overcoming a Shortage of Train service employees

40.1 At any time when the Company can foresee that a shortage of train service employees will exist at a home terminal, or a shortage of train service employees develops, the Company may in advance of actual requirements bulletin for 15 days to the Promotion District for Conductors or Assistant Conductors, as the case may be, who are prepared to proceed to the home terminal requiring additional employees on an if-and-when required basis.

40.2 The senior qualified applicant will be accepted when such will not, in the opinion of the Company, create a shortage of train service employees at their home terminal. Such applicant will be considered temporarily transferred.

40.3 A train service employee(s) on leave of absence or on vacation with pay during the period of bulle. referred to in paragraph 40.1, will be permitted to make application when they report for duty.

40.4 A successful applicant, providing they are able to hold work in the classification for which bid at the point where the shortage exists, will be required to respond when advised and must report at the point where the shortage exists as soon as practicable.

40.5 A successful applicant will not be subject to recall to their home terminal unless it would otherwise require the movement of a train service employee from another home terminal to the successful applicant's home terminal, otherwise they will remain at that point as long as the shortage exists or until the next change of timetable, whichever occurs first. In either case they will be returned to their originating home terminal.

40.6 If released prior to the change of timetable such release will be in reverse order of seniority. A train service employee released prior to the change of timetable will be subject to recall to the point from which released in seniority order to protect a position as train service employee until the next change of timetable.

40.7 A train service employee who moves from one home terminal to another under the provisions of paragraphs **40.1** to **40.6** inclusive will be entitled to Expenses Away From Home as provided in article **119** of this agreement.

40.8. Laid-off yard service employees may apply for shortage bulletins issued under the provisions of this article, however, should a laid-off yard service employee apply for a train service employee's shortage bulletin; they will not be allowed to enter road service at the shortage terminal until such time as all yard service employees, regularly assigned to yard service at the shortage terminal who have applied for road service in accordance with paragraph **113.2** have been released to road service. Such laid-off yard service employee's application will only be accepted when insufficient train service employees apply for shortages under this article. When employees are released from shortages, laid-off yard service employees who apply under the provisions of this paragraph will be the first employees released from the shortage to their original home terminal and will be subject to recall in accordance with paragraphs 40.6 and 89.20.

ARTICLE 41
Road Spare Board
Deleted-replaced by Article **155** Runaround Agreement

ARTICLE 42
Cancellation of Regular Road Assignments

42.1 Train service employees on regular assignments in road service will be given as much advance notice as possible when their assignments are cancelled.

42.2 Except in unforeseen circumstances, and emergencies such as accident, locomotive failure, washout, snow blockage or where the line is blocked, if less than 2 hours' notice of cancellation is given, prior to the advertised departure time of the assignment, train service employees will be paid, for each tour of duty lost, 100 miles at the minimum rate applicable to the class of service to which assigned. The provisions of this paragraph apply only at the home terminal of an assignment and do not apply where train service employees are deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

ARTICLE 43
Running of Chain-Gang Crews

43.1 Train service employees in chain-gang regularly set up will be called first-in first-out of terminal points on their respective sections.

EXAMPLE:

Crew "A" arrives at terminal 1030 hours, off duty 1230 hours;

Crew "B" arrives at terminal 1045 hours, off duty 1130 hours.

Crew "A" would be considered "first in" and would be called ahead of crew "B", providing that crew "A" is off duty and available for call at the time a crew is required. In other words, there may be a situation where a crew is required for 1330 hours which would necessitate calling this crew at 1130 hours, and since crew "A" is still on duty, it would be necessary to call crew "B".

43.2 In the application of this article and article 155 (with the exception provided in article 107), Train service employees in unassigned service will be called in their turn based on the time pay commences, for the trip or tour of duty.

EXAMPLE: Two crews are required for 2000 hours, one in freight service (pay commencing at 1930 hours) and one in work service (pay commencing at 2000 hours), crew first out will be called for freight service and crew second out will be called for work service.

43.3 Train service employees in chain gang crews in unassigned service will be assigned to regular subdivisions, and will be kept on those subdivisions, except in emergency on account of shortage of crews they may be required to go on another subdivision, in which case they must be changed off with the first unassigned train service employees on that subdivision met en route.

43.4 Train service employees arriving at their own subdivision terminal, when train service employees from another subdivision are about to be used, shall change off with said train service employees for the purpose of keeping train service employees on their own respective subdivisions, even though the train service employees about to be used have been called and started to work.

43.5 Paragraphs 43.2 and 43.4 will not be enforced when Train service employees require rest.

43.6 When a regular set up chain-gang crew is on the board and all members of the crew are off, and sufficient employee are not available to fill the crew, it will be taken off and held until the first regular employee reports for duty, when it will be placed in service at the bottom of the board.

ARTICLE 43A
Definition of First-In First-Out

43A.1 Employees will retain their original turns in the sets of runs at the home terminal based on their relative standings at the home terminal at the time called. In the application of the foregoing sentence, such employees must be off duty and available for a two-hour call as provided by paragraph 106.1.

Note: When crews operate over more than one subdivision this paragraph would apply only when crews operate to the same destination or terminal.

ARTICLE 43B
Through Freight Service
Away From Home Terminal

43B.1 Notwithstanding their assignment out of the home terminal, conductors and assistant conductors will cycle independently out of the away from home terminal on a first-in, first-out basis in their respective classifications except that:

(a) When an assistant conductor is required and there are no assistant conductors available at the away-from-home terminal conductors will be called to work as assistant conductors back to the home terminal. Employees so used will be paid therefore at the conductor rate.

Note: When *a* conductor and assistant conductor are required for a train out of the away from home terminal and there are no assistant conductors available, the two conductors standing first out and available at the away-from-home terminal will be used and the senior employee will work as conductor.

(b) Qualified assistant conductors may be called, on a first-in first-out basis, to **work** as conductor back to the home terminal to meet the requirements of the service when there are no conductors available at the away-from-home terminal and will be paid therefore at the conductors' rate including, where applicable, the allowance set out in the NOTE following paragraph 13.3.

Note **1:** When a conductor. is required for a train out of the away-from-home terminal and there are no conductors available; the .assistant conductor standing first out who is available and qualified will be used except.that, when an assistant conductor is also required for the train, the senior qualified' **employee** called will work as conductor.

Note **2:** When a conductor and assistant conductor are required for a train out of the home terminal and the assistant conductor is not required for service out of the away-from-home terminal they will, dependent upon the requirements of service, work as an assistant conductor **as** follows:

(a) work or deadhead ahead of that conductor, or

(b) work or deadhead with that conductor, or

(c) work or deadhead no later than 5 hours after that conductor reports for duty at the away-from home terminal.

ARTICLE 44
Mileage Regulations

44.1 The mileage for which Train service employees are paid will, as far as practicable, be limited by the Company to the following:

- service paid at passenger rates 6450 miles per month;
- service paid at freight rates 4300 miles per month.

44.2 Mileage made by Train service employees in different occupations and under different collective agreements will be combined in computing total accumulated mileage. Records will be maintained by the Company.

44.3 For the purpose of this article, a shift in yard service will be considered as 140 miles. Train service employees who transfer to yard service will continue to be governed by the mileage limitations provided for in this article for the balance *of* their mileage period in which they transfer. Yard service employees who

transfer to road service will have 140 miles charged to their mileage records for each shift worked in yard service for the mileage period in which they transfer. Upon accumulation of the maximum monthly mileage during such mileage period, train service employees / yard service employees will advise the proper officer so that arrangement can be made to relieve them.

44.4 Train service employees will, on completion of each trip or day's work, book their correct total accumulated mileage for which they are paid from the beginning of their month, and shall report to the proper officer when the maximum mileage has been made, so that provision can be made to relieve them. Train service employees failing to book their accumulated mileage at the end of trip or day's work will not be permitted to perform further service until they have done so.

44.5 Train service employees working out of points other than their home terminals will maintain a record of the total accumulated mileage for which they are paid and will advise the proper officer sufficient time in advance to enable arrangement for relief when their maximum monthly mileage is reached.

44.6 If Train service employees exceed their maximum mileage in any month, such excess mileage will be added to their mileage for the following month except where excess mileage is made because of a shortage of employees at the home terminal. Upon accumulation of maximum mileage, or as soon as possible thereafter, Train service employees will be relieved at the point where relief is normally furnished. Train service employees who exceed the maximum mileage limitation due to incorrect reporting of their mileage will be penalized by the loss of two days for each 100 miles or major portion thereof, made in excess of the maximum.

44.7 In the application of this article mileage paid for as:

(a) General Holiday;
(b) Bereavement Leave;
(c) Travel Allowance;
(d) Annual Vacation;
(e) Payment Received Pursuant to articles 124, 125 and 126;
(f) Held-Away-From-Home Terminal pursuant to article 34 and Addendum 89
(g) Runaround; and
(h) Called and Cancelled;
(I) pick up and or set out enroute premiums- Conductor only
(j) pick up and or set out entire trains enroute
(k) premium for switching own train at initial or final terminal-Conductor only

will not be charged against employee's mileage records. However, employees will not be permitted to stipulate the period off duty on account of mileage limitations as their annual vacation period. When the annual vacation date allotted in advance, as provided In article 127, paragraph 127.20 coincides with the time an employee is off duty because of mileage limitations, the date will not be changed and the employee will be allowed to commence vacation on the allotted date.

44.8 No part of this article 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 any employee.

44.9 In the regulation of boards and In booking individual mileage under the provisions of this article, all 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 classes of service.

44.10 Board adjustments shall become effective at 1200 on Fridays unless otherwise mutually agreed.

44.11 All articles dealing with board adjustments (pool and spare board) do not apply to runs identified in paragraph 36.2 including Articles 44.12 to 44.14

44.12 The following mileage figures are to be used when adjusting road and joint spare boards or pools on a 7-day basis:

(a) Unassigned and assigned pools - 1125 miles
(b) All road or Joint spare boards - 1078 miles

44.13 In the application of the foregoing exceptions may be made to cover local requirements where mutually agreed to between the appropriate officer of the Company and the Local Chairperson.

44.14 Should it be demonstrated that inequities exist in the adjustment of spare boards, e.g. there are insufficient employees on the spare board to protect the service or insufficient work is available to allow employees on road or joint spare boards to earn the average of 4300 miles per mileage month, the Local Chairperson and the appropriate officer of the Company will adjust these spare boards to protect the situation. Should they be unable to agree, the General Chairperson and the Vice-president, or his delegate, will meet on a timely basis to resolve the matter.

Extended Runs

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

44.16

(a) In the application of paragraph 36.2, 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.

Note: The workload allocation for crews home terminalled at Rainy River for work between Fort Frances and Thunder Bay and Fort Frances and Winnipeg will be determined prior to implementation of extended runs.

(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.

In the application of paragraph 36.2 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.

ARTICLE 45
Promotion of Assistant Conductors to Conductors

45.1 Assistant Conductors will be examined for promotion to Conductor according to seniority on the Assistant Conductors' seniority list after 24 months' cumulative service as an Assistant Conductor and/or a Yard service employee, and must have completed a minimum of 200 shifts or tours of duty as an Assistant Conductor/Yard Service Employee at least 50 of which must be in road service or on joint spare board prior to qualifying as a Conductor. A record of such service will be maintained by the Company. The 50 tours of duty or shifts experience requirement will include all service as a train service employee /yard service employee on any seniority district governed by Agreement 4.3. In the application of this article and article 84, employees shall be examined simultaneously for the qualification of Conductor Road/Yard. Upon attaining the appropriate service requirements for Conductor (Yard) employees shall be deemed qualified as Conductor (Yard). Employees will be considered qualified Conductors (road and yard) on the successful completion of the Company's training course. The training course duration will be a minimum of 6 months and maximum of 12.

10.f.1

45.2 When required to take examination for promotion to conductor a bulletin will be issued and a copy of such bulletin will be sent to each assistant conductor named therein. If for any reason they are not notified, they will not lose any rights under this article, provided they can pass the required examinations. Assistant conductors not promoted in order of seniority or if the examination is not satisfactory, will be advised the reason therefore in writing and will have the right of appeal.

45.3 Assistant conductors passing the required examination shall be given a certificate of qualification and when promoted to Conductor shall hold their same relative standing on the Conductors' seniority list in the group with which qualified. Any assistant conductor who, because of the 6-month road service/joint spare board requirement of paragraph 45.1, or who passes the second examination as provided in paragraph 45.4, is promoted to Conductor after Assistant Conductors junior to the employee have been promoted, shall, provided that they qualify at the first opportunity, rank on the Conductors' seniority list ahead of those junior Assistant Conductors who were promoted before them.

45.4 Assistant Conductors who fail on their first examination for Conductor and who do not request a second examination within 6 months, or who do request a second examination and fail thereon, will become permanent Assistant Conductors and the letter "p" will be placed against their names on the seniority list, designating them as such.

45.5 Assistant Conductors who refuse to take examination for Conductor in the group in which they are called will have the letters " R E (refused examination) placed against their names on the seniority list. Such Assistant Conductors will not again be called to take examination for Conductor, but may make written application to take such examination prior to, or within 10 days, after the issuance of any subsequent bulletin issued under the provisions of paragraph 45.2. Such applicants will be permitted to take examination for Conductor with the group of Assistant Conductors notified by such bulletin, and if successful in qualifying as Conductor will rank for promotion to Conductor in accordance with their seniority standing in the group with which examined.

45.6 Conductors demoted to Assistant Conductors by action of the Company will retain their Assis Conductor's seniority and be permitted to exercise same.

45.7 No Assistant Conductor will be deprived of their rights of examination or promotion in accordance with their relative standing on the seniority list because of any failure to take examination by reason of the requirements of the Company's service, by sickness, or by proper leave of absence, provided that on their return they shall be immediately called and required to take examination.

45.8 Assistant Conductors employed subsequent to October 26, 1975, shall not be permitted to refuse examination and shall be examined for promotion to Conductor as provided in paragraph 45.1. Such Assistant Conductors failing to pass first examination for promotion to Conductor shall be given another examination within 6 months, and should they fail to pass on second examination, their names shall be placed at the foot of the Assistant Conductors' seniority list or their services dispensed with at the option of the Company and will have the right of appeal under the provisions of the Grievance Procedure.

45.9 Employees who do not qualify as locomotive engineers and who were in service under this agreement on July 1, 1978 will have preference, in seniority order, over engine service employees for the filling of conductors positions.

45.10 Preference rights established under the provisions of paragraph 45.9 will take precedence over preference rights established under the provisions of article 114 but do not apply when filling positions for which no applications are received.

ARTICLE 46
Cabooses - Road Service

46.1 A caboose track will be provided at terminals. Switching operations will not be performed with cabooses. Cabooses will be placed on caboose track as soon as practicable after arrival in yard. This paragraph does not apply to cabooses in pooled or through caboose operations.

46.2 Train service employees called out to fit up a caboose will be paid for time so occupied with a minimum of 3 hours at through freight rates.

46.3 Cabooses shall be utilized to meet the requirements of the service subject to the conditions set forth in this article. Cabooses may be assigned to crews, may be pooled, or may be used in through operation arrangements.

46.4 The Company shall furnish sleeping quarters at locations regularly used as away-from-home terminals, as Specified hereunder, for employees in:

pooled caboose operations;
through caboose operations;
passenger service;
crews which have a caboose on an assigned basis but have been instructed by the Company that they are not to use the caboose as sleeping quarters at a specified away-from- home terminal.

(a) Where employees are accommodated in quarters provided by the Company, such quarters shall be comfortable and sanitary and, on the basis set forth in Executive Vice-president N.J. MacMillan's letter of November 29, 1966 to Vice-president G.C. Gale of the Union (see Addendum 3), shall be made to conform with the minimum standards outlined by the report referred to therein. Such accommodation shall be for the use of train service employees and locomotive engineers.

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

(c) The provisions of article 121 (Grievance Procedure) shall not apply to complaints or grievances concerning the interpretation or application of agreement provisions respecting bunkhouse accommodation, nor to complaints or grievances concerning the condition of such facilities. Such complaints or grievances may be referred to the District Manager by the General Chairperson for resolution.

Note: Where it is alleged that Company supplied "mobile" accommodation is not adequate, and failing resolution of such disputes, by the provisions of the above paragraph, such disputes may be submitted to step three of the grievance procedure and shall be limited to whether or not such quarters are comfortable and sanitary.

46.5 Locker space shall be furnished at the home terminal and at the away-from-home terminal for employees in pooled caboose operations and/or through caboose operations.

46.6 A caboose in road service shall be cleaned and properly supplied, including fresh water, at designated servicing points by personnel other than train service employees. However, train service employees shall be responsible for filling and caring for oilburning markers and lanterns when used and must ascertain that proper flagging equipment is available in the caboose.

46.7 Train service employees shall also be responsible for keeping the caboose in a clean and orderly condition en route between servicing points. On arrival at servicing points, conductors shall leave requisition (on forms provided by the Company) for normal supplies needed on the caboose and report any known defects in the caboose, in accordance with local instruction.

46.8 Where a caboose is assigned on a regular basis to a crew out of a point other than a servicing point, Train service employees shall be responsible for keeping the interior of the caboose in a clean and orderly condition and, where necessary, for placing the required supplies on the caboose. When a caboose so assigned is changed off, the replacement caboose shall be in a clean and orderly condition.

46.9 When a **caboose** assigned on a regular or temporary basis to a crew is to be used as sleeping quarters, it shall be equipped with spring beds and spring mattresses.

46.10 Where a caboose is assigned on a regular basis to a crew, such caboose shall not be taken away without the crew being notified so as to give them an opportunity to remove their effects. Except in an emergency situation, a caboose while so assigned shall not be used for other crews without the consent of the conductor of the crew to which assigned.

46.11 Not more than one crew shall be deadheaded in a pooled or through operation caboose occupied by a working crew.

46.12 A caboose in a pooled or through operation arrangement shall be supplied with the following equipment:

1 hot plate
1 water container (insulated, with spigot, or superior type container)
1 tea kettle
1 coffee pot
1 tea pot
1 small saucepan
1 frying pan (Cast Iron)
3 plates (Non-metal material)
3 coffee mugs (Non-metal material)
3 cereal bowls (Non-metal material)
3 knives and forks, 3 teaspoons, 3 tablespoons
1 paring knife

1 can opener
1 dish pan and dish mop
paper towels
laundry soap
toilet soap
2 blankets to be placed in the stretcher cabinet

46.13 The provisions of article 121 of this agreement shall not apply to complaints or grievances concerning the interpretation or application of agreement provisions respecting bunkhouse accommodation, nor to complaints or grievances concerning the condition of such facilities. Such complaints or grievances may be referred to a committee composed of two officers of the Company at System Headquarters and two Union representatives. The committee shall examine the complaints or grievances referred *to* it and, where necessary, ensure suitable corrective action is taken.

46.14 A caboose or other accommodation will be provided for the use of train service employees employed on Sperry or Rail Detector Cars when they are released from duty at a location other than their home terminal. If a caboose is supplied, arrangements will be made to have it available for the employees when they are released from duty. If other accommodation is provided it will be in accordance with the provisions of sub-paragraphs (a) or (b) of paragraph **46.4.**

ARTICLE 47
Meals - Road Service

47.1 Train service employees in road switcher (including road switcher type runs operating in turn-around service beyond a 30 mile radius), work train, snow plow, or snow spreader service, on regular wayfreight assignments, or on a train performing "grain block work" will have the opportunity of having a meal at a reasonable hour by previously advising the Train Dispatcher, or, when not under the jurisdiction of a Train Dispatcher, the proper supervisor.

Note: This paragraph 47.1 shall not apply to Train service employees in any other class of service who qualify for and are paid wayfreight rate of pay for a tour of duty pursuant to Article **26.**

Through Freight Service

47.2 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.

47.3 All train consists with CN Locomotive Power will contain an operational Microwave in the lead unit.

47.4 A cross border train consist without CN power will obtain a properly equipped lead locomotive at the first locomotive power facility (Toronto, Montreal, Chicago (Woodcrest), Winnipeg and Vancouver.) All other trains will contain an operational Microwave in the lead unit.

47.5 The Company has the right to return the foreign power from the above recognized terminals, without microwaves.

Note: The parties commit to continue discussions regarding the integration of BC Rail power.

ARTICLE 48
Establishment of Seniority

48.1 Assistant conductors shall rank on the assistant conductors and yard service employees' seniority list from the date and time they complete the classroom portion of their assistant conductors/yard service employees' training.

48.2 New assistant conductors will be allotted seniority where practicable, on the basis of the date they signed the Company's application for employment with relative standing among the training class attended.

48.3 When two or more assistant conductors are allotted seniority as of the same date and time, the procedure for establishing their relative standing among the class attended shall be as follows:

(a) the assistant conductors, who are senior in the service of the Company, will rank senior on the seniority list and ahead of other assistant conductors allotted seniority on that date;

(b) when two or more assistant conductors have the same date, the assistant conductor who first signed the Company's application for employment shall be senior;

(c) Assistant conductors who transfer to Agreement 4.3, from other Agreements, or who have resigned and are rehired, will be allotted seniority on the basis of their relative standing among assistant conductors/yard service employees in training courses at the time of transfer or rehiring. If there are no training courses in progress at the time of transfer or rehiring, such assistant conductors will be allotted seniority status as of the date first placed on a working list or spare board; and

(d) when two or more assistant conductors who transfer or are rehired and have the same seniority status, their relative standing will be as outlined in sub-paragraph (b) above, when not given relative standing with a training course.

48.4 Assistant conductors will come within the scope of Agreement 4.3 at such time as they work their first shift or tour of duty.

ARTICLE 49
DELETED

ARTICLE 50
Lines Built or Acquired

50.1 Any lines built or acquired will be filled by the Train service employees on the Promotion District *to* which such lines are added, except that Train service employees on acquired lines will not be displaced.

ARTICLE 51
Uniforms

51.1 Except as provided in paragraph 51.2 regularly assigned passenger train service employees and train service employees assigned to a Conductor's spare board, a Assistant Conductor's spare board or a joint spare board and who are located at terminals where passenger crews are headquartered will be furnished with a passenger uniform free of cost to them. Employees who are supplied with a passenger uniform will be required to protect passenger service due regard being had to the "filling" provisions of Agreement 4.3.

51.2 Train service employees who have not completed the probationary period specified in article 108 Agreement 4.3 will not be furnished with a uniform free of cost to them until such probationary period has been completed. In the interval and due regard being had to the "filling" provisions of Agreement 4.3 probationary employees will be required to protect passenger service and will be supplied with a uniform on a trip by trip basis.

ARTICLE 52
Not Required **to Clean Coaches**

52.1 Train service employees will not be required to clean coaches, but it will be their duty on trains on which train porters are not employed to keep the coaches in a tidy condition en route.

ARTICLE 53
Housing Freight

53.1 Train service employees will not be required to put freight in warehouses or sheds, except in cases *of* stress of weather or when the freight is perishable, or any exceptionally heavy piece. **At** all points where there are no agents, and shelter is provided, freight will be housed.

ARTICLE54
.DELETED

ARTICLE 55
Telephones

55.1 Train service employees will be required to use telephones or other methods *of* communication to:

(a) copy train orders where there are no other employees for that purpose on duty at the location where such is required; and

(b) give or receive information or instructions.

55.2 When operating on train order territory, train service employees in assigned work train service will not be required to copy train orders, except in cases of emergency.

ARTICLE 56
Assembling **Short Hauls**

56.1 **At** departure terminals, two or more cars consigned to an intermediate point forwarded on through freight trains, will be assembled on train in such a manner, with respect to other cars on the trains, as will cause only the minimum of switching when setting out at points of destination.

ARTICLE 57
DELETED

ARTICLE 58
Detoured Trains - Yale & Ashcroft Subdivisions

58.1 When necessary to detour CNR trains over CPR track between New Westminster and Basque and/or Page and Basque, conductors and train service employees will be paid for all time delayed at New Westminster, Page, Mission and Basque.

58.2 The Company will provide transportation for employees covered by the provisions of paragraph 58.1 North Bend to Boston Bar; terminal detention in accordance with agreement provisions will commence when train arrives North Bend and continue until conductor registers off duty at Boston Bar. The same conditions in reverse will apply to freight train crews ordered at Boston Bar to depart from North Bend.

ARTICLE 59
Held For Other Service And Not Used

59.1 Train service employees held far service other than that to which assigned and not used will be paid for time lost at agreement rates.

ARTICLE 60
Foreign Crews Used In Snow Plow Service

60.1 Foreign crews arriving at a distant terminal in snow plow service should be allowed to return over the same route in snow plow service, or caboose hop, when available, regardless of their turn. They should also be allowed to return over the shortest route back to their home territory in freight service, if necessary, but in which case, they would take their turn out of the terminal.

ARTICLE 61
Crew Used Off Assigned Territory

61.1 When crews are run off their assigned territory, they may be returned to their own territory with caboose only, and not wait to take their turn out of the foreign terminal which would be the case if they were required to handle a train out of the foreign terminal or to do any work on the line prior to arriving on their own territory.

ARTICLE 62
Not Required to Do Work Other Than That To Which Regularly Assigned

62.1 Train service employees assigned to regular trains will not be required to do other work than that to which they are regularly assigned, except in case of wrecks, when no other train service employees are available.

ARTICLE 63
Not Considered Absent

63.1 Train service employees assigned to regular runs unless they are advised that they will be required before their regular run, will not be considered absent from duty if required and not on hand. Train service employees will leave their proper addresses at terminals, and should they be absent from their regular residence they will leave word where they can be found if required.

ARTICLE 64
Tours Of Duty At Away-From-Home Terminal

64.1 An employee 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.

64.2 In the event of an employee standing 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, the employee may elect as to whether or not they may make such trip or tour of duty, or require the employee standing behind them to do so, but when exercising this right paragraphs 43.1 to 43.3 inclusive of article 43 will not apply.

ARTICLE 65
Brassing Cars

65.1 Train service employees will not be required to brass a car of Company's or construction material, unless perishable freight, except to ensure safe movement to station where it can be set out; nor to pick up cars on lines that need brassing.

ARTICLE 66
Watering Stock En Route

66.1 Train service employees will not be required to water stock en route except in case of emergency eg: train delayed between terminals on account of wrecks, washouts, engine failure or other unavoidable causes.

ARTICLE 67
Filling Water Barrels

67.1 Train service employees will not be required to fill water barrels or water cars except for domestic purposes.

ARTICLE 68
Closing Doors On Empty Cars, And Ascertaining Whether Cars Are Loaded Or Empty

68.1 At terminals where mechanical employees are employed the duty of closing doors on empty cars will be removed from the train crew, at all other points this work will devolve upon the train service employees, and it will also be their duty to ascertain whether cars picked up on the line are loaded or empty. It is the duty of the Conductor to ascertain from the assistant conductors whether cars picked up on the line are loaded or empty, and whether the doors have been closed on all empty cars in the train.

ARTICLE 69
Coupling Air Hoses & Air Test

69.1 At terminals where mechanical employees are employed and on duty they will couple hose and test air. Train service employees will have assistance rendered mechanical employees when same would avoid delay to train.

Note: This rule will not be used by Train service employees to delay their train.

ARTICLE 70
Handling Repair Cars

70.1 Repair cars moved 40 miles or less will be handled on head end of train.

ARTICLE 71
Handling Cars Behind Caboose

71.1 Under no circumstances will train service employees be compelled to handle cars behind caboose, other than official cars or flanger.

ARTICLE 72
Handling Defective Cars

72.1 Train service employees will not be compelled to handle cars in trains, the draft gear of which is defective and requires to be chained, other than to take care of perishable freight or livestock that may become disabled en route to the first terminal.

ARTICLE 73
Advice Re Removal Of Personal Effects From Caboose

73.1 Train service employees displaced will be notified in sufficient time to permit removal of their personal effects from caboose.

Failure after due effort to find the employee for purpose of notifying them of being displaced will not be justification for claim for compensation.

ARTICLE 74
Definition of Word "Train service employee"

74.1 The word "Train service employee" as used in this agreement will apply to conductors, baggage handlers and assistant conductors.

SECTION 2

YARD SERVICE

ARTICLE 75
Rates of Pay

75.1 Classifications:	Rate Per Day $	Rate Per Hour: Pro-Rata $	Rate Per Hour: Time and One-Half $
Effective Jan. 1/2004			
Yard Operations Employee	211.33	26.416	39.623
Car Retarder Operator	213.46	26.682	40.023
Conductor Yard	205.18	25.647	38.471
Belt Pack Foreman	211.33	26.416	39.623
Belt Pack Helper	193.83	24.228	36.342
Yard Helper	187.70	23.462	35.193
Switchtender	168.07	21.008	31.512
Utility Person	205.18	25.647	38.471
Effective Jan. 1/2005			
Yard Operations Employee	217.66	27.208	40.812
Car Retarder Operator	219.86	27.483	41.224
Conductor Yard	211.33	26.416	39.625
Belt Pack Foreman	217.66	27.208	40.812
Belt Pack Helper	199.64	24.955	37.433
Yard Helper	193.33	24.166	36.249
Switchtender	173.11	21.638	32.458
Utility Person	**211.33**	**26.416**	**39.625**
Effective Jan. 1/2006			
Yard Operations Employee	224.19	28.024	42.037
Car Retarder Operator	226.46	28.307	42.461
Conductor Yard	217.67	27.209	40.813
Belt Pack Foreman	224.19	28.024	42.037
Belt Pack Helper	205.63	25.704	38.556
Yard Helper	199.13	24.891	37.336
Switchtender	178.30	22.288	33.343
Utility Person	**217.67**	**27.209**	**40.813**

75.2 The following will apply 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 paragraph.

ARTICLE 76
Shift Differential

76.1 Effective **January 1, 2004,** yard service employees (yard operations employees, conductors (yard), car retarder operators, yard helpers, utility person and switchtenders) who commence a shift between the hours of 1400 and 2159 shall receive a shift differential of 75 cents per hour and between the hours of 2200 and 0559 shall receive a shift differential of 80 cents per hour. Effective January 1, 2005, yard service employees who commence a shift between the hours of 2200 and 0559 shall receive a shift differential of one dollar ($1.00) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be allowed for paid absences from duty such as vacations, general holidays, etc.

ARTICLE 77
Basic Day

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

ARTICLE 78
Rest

78.1 Yard service employees will have the right to book rest after 11 hours service upon two hours notice to the proper officer of the Company or their delegate.

78.2 When a yard crew works 8 hours and ties up, they will be entitled to book rest but in the event that it is necessary for them to work overtime, they may be required to work 11 hours from the time they started work before booking rest. Three hours is the minimum and fourteen hours the maximum rest that may be booked upon completion of a tour of service in yard service.

78.3 In the application of Article 78 conductors (yard) working a yard conductor only transfer movement will have the right to book rest after 10 hours service upon 2 hours notice to the proper Officer of the Company or delegate.

ARTICLE 79
Work Week

79.1 Unless otherwise provided in this article, a work week of 40 hours, consisting of 5 consecutive days of 8 hours each, is established, with 2 days off in each 7 except as provided in this article. The work week will be established in accordance with the Company's operational requirements.

Beginning of Work Week

79.2 The term "work week" for regularly assigned employees shall mean a period of five consecutive eight hour days. The work week shall commence at the starting time of the employee's first regular assigned shift. The term work week for spare employees shall mean a period of seven consecutive days starting at 0001 on Monday.

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.

Accumulation of Days Off

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

Non-Consecutive Days Off

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

Extra **or** Unassigned Employees

79.5 Extra or unassigned employees may work any 5 days in a work week and their days off need not be consecutive.

Relief Assignments

79.6 When service is required by the Company on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this article, have 5 consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the employee or employees relieved, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be filled from the territory allotted to a particular extra board.

79.7 Where regular relief assignments cannot be established for 5 consecutive days on the same shift, as provided for in paragraph 79.6 of this article, such assignments may be established for 5 consecutive days with different starting times on different shifts on different days, providing such starting times are those of the employee or employees relieved, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a Seniority district having more than one extra board, such relief assignments as are established will be filled from the territory allotted to a particular extra board.

79.8 Regular relief assignments for yard crews will be established for the crew as a unit. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties desires, the designated days off need not be the same for individual members of a crew.

79.9 Representatives of the Company and of the employees will co-operate in designating days off of Individual members of a crew.

Note: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered an operational problem.

Deadheading In Connection With Application of **Five-Day** Work Week

79.10 When, in the application of the five-day work week, the Company is compelled to order yard service employees to go to a subsidiary or outlying point because (1) no spare board has been established there, and (2) sufficient regular relief assignments cannot be set up to take care of "all days off", resulting in excessive deadheading mileage being involved, representatives of the employees and representatives of management will co-operate in working out suitable arrangements in individual cases with a view to providing relief at minimum expense to the Company.

79.11 **Effective January 1, 1988,** when under the terms of paragraph 79.10, a yard service employee is entitled to compensation for deadheading, the Company will provide, or arrange for, the necessary transportation. When railway or public transportation is not available and a yard service employee is authorized by the Company to use private automobile, they will be reimbursed at the rate of 28 cents per kilometer for the kilometers travelled via the most direct highway route.

Employees On **Joint** Spare **board**

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

ARTICLE 80
Overtime

Assigned **Yard** Service Employees

80.1 Yard service employees assigned to regular shifts who are required to work in excess of 8 consecutive hours, or who are required to commence'work on second tour of duty within 24 hours of the starting time of the preceding shift paid for at pro rata rate, will be paid for time worked in excess of 8 hours' continuous service and far the second tour of duty at one and one-half times the pro rata rate.

80.2 When spare yard service employees , or senior laid-off yard service employees willing to accept a call, are not available at straight-time rates, regularly assigned yard service employees will be given preference in filling shifts paid at overtime rates, provided they have previously advised the appropriate Supervisor of their desire to perform overtime work. This paragraph shall apply only at the following locations:

Thunder Bay	Regina
Winnipeg	Melville
Edmonton	Kamloops Junction
Vancouver	Prince George
Saskatoon	Prince Rupert
Calgary	

80.3 The punitive rate shall be paid to an assistant conductor yard who is assigned to a regular shift as an assistant conductor yard, when:

(a) the employees is required to commence work on a second tour of duty as a conductor (yard) within 24 hours of the starting time of the preceding shift, as an assistant conductor, paid for at the pro rata rate of pay;

(b) the employee returns to the assignment they are working as an assistant conductor after having been held back from their previous shift as an assistant conductor to fill a conductor (yard) position for one tour of duty and for which they were entitled to payment at the pro rata rate of pay; or

(c) they employee is required to work as a conductor (yard) on the sixth or seventh day of the work week of the assignment working as an assistant conductor after having completed 5 straight-time eight-hour shifts in their work week.

80.4 Under the provisions of paragraph 80.3, the Company shall not be obligated to use a yard service employee who would be entitled to payment at the punitive rate when there is another yard service employee available who could work at the pro rata rate of pay.

Unassigned Yard Service Employees

80.5 Spare employees who are required to work in excess of 8 consecutive hours in yard service, or who are required to commence a tour of duty in yard service within an interval of less than 8 hours from the completion of work on the previous yard job, will be paid for the time worked in excess of 8 hours continuous service and for such tour of duty at one and one-half times the pro rata rate.

Note: Nothing in this agreement shall obligate the Company to call a spare man who would be entitled to payment at the overtime rate when there are spare employees available in yard service or on the joint spare board who could work at the pro rata rate.

80.6 Paragraphs **80.1, 80.2** and **80.5** shall not apply when changing off where it is the practice to work alternate days and nights for certain periods, working through 2 shifts to change off, where exercising seniority rights, or in the application of article **79,** paragraphs **79.6** to **79.9** inclusive.

Days Off

80.7 Employees worked more than 5 straight-time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

(a) Where days off are being accumulated under paragraph 79.3 of article 79;

(b) When changing off where it is the practice to work alternately days and nights for certain periods;

(c) When working through 2 shifts to change off;

(d) Where exercising seniority rights from one assignment to another:

(e) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

80.8 There shall be no overtime on overtime; neither shall overtime hours paid for nor time paid for at straight-time rates for work referred to in paragraph 80.7 of this Article be utilized in computing the 5 straight-time eight-hour shifts referred to in paragraph **80.7** of this Article, nor shall time paid for in the nature of arbitraries or special allowances such as:

(a) attending court inquests
(b) Company-initiated meetings
(c) investigations
(d) examinations
(e) deadheading
(f) jury duty
(g) bereavement leave, etc.

be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing agreement provisions in computations leading to overtime.

NOTE: Employees assigned to regular shifts who:

(1) are not required to work on a general holiday falling on one of their regular assigned working days but qualify for general holiday pay; or

(2) work the general holiday and are paid time and one-half for such work

will count such day's pay as a day worked in the computation of the 5 straight-time shifts in yard service.

80.9 In the event an additional day's pay at the straight-time rate is paid to a yard service employee during the course of their regular tour of duty, such additional day will not be utilized in computing the 5 straight-time eight-hour shifts referred to in paragraph **80.7** of this article.

80.10 Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of the five-day work week, nor shall service under two agreements be combined in any manner in the application of the five-day work week. However, service under 2 agreements, excluding road service, will be restricted to 5 days in work week when qualified relief employees who have not worked 5 days in the work week are available at pro rata rates.

80.11 Notwithstanding the provisions of paragraph **80.10,** employees who have completed five straight-time shifts in their work week in any grade or class of yard service, either under Agreements **1.2, 4.2** or **4.3** or a combination of such Agreements, and are required to work one or more additional shifts in their work week under this agreement, shall be paid one and one-half times the basic straight rate for such work.

80.12 When employees are 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 the tour of duty being compensated at time and one-half rates as outlined by paragraphs **80.1, 80.3** (a) or (c), 80.5 and 80.7. 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 from 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 81
Starting Time

81.1 Yard service employees shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. Such hours will be relaxed only to the extent provided in paragraphs **79.6** to **79.9** inclusive of article 79. So far as it is practicable assignments shall be restricted to **8** hours' work.

81.2 Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least **48** hours' advance notice. When the starting time of a yard assignment is changed one hour or more, such assignment will be bulletined at the terminal in accordance with paragraph **107.75** of article **107.**

81.3 Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between **0600** and **0800** hours; the second **1400** and **1600** hours; and the third **2200** and **2400** hours.

81.4 Where 2 shifts are worked in continuous service, the first shift may be started during any one of the periods named in paragraph **81.3.**

81.5 Where 2 shifts are worked, not in continuous service, the time for the first shift to begin work will be between the hours of **0600** and **1000** hours, and the second not later than 2200 hours.

81.6 Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in paragraphs 81.3 and 81.5.

81.7 At points where only one yard crew is regularly employed, they can be started at any time, subject to paragraph 81.2.

81.8 At points where the time is changed, yard service employees will work on the time used by the community.

Note: Exceptions to the above may be made to cover local requirements in isolated cases, where mutually agreed to between the appropriate Officer of the Company and the General Chairperson. No change shall be made in the present established application of this article.

ARTICLE 82
Consist of Crews - Yard Service

82.1 A yard crew shall consist of not less than a conductor (yard) and two yard helpers, except as provided in article 83 or where special arrangements are made by the appropriate officer of the Company and the General Committee.

82.2 A conductor (yard) without yard helpers will be employed on Trackmobiles used for the purpose of moving cars within the area of the Transcona Main Shops, which area is defined as:

> All trackage in the Transcona Main shop complex bounded on the west by the crossover between WP55 and WM01 and on the east by the WO75 and WO20 switches to WM01. This designated area will not include the use of Track WM01 or tracks south of Track WM01.

ARTICLE 83
Consist of Crews - Yard Service

83.1 The provisions of this article shall modify article 82 as it applies to yard service crews whether filled by yard/road service employees, and shall supersede any agreement provision in conflict therewith.

83.2 The Company shall notify the General Chairperson and the Local Chairperson of the Union in writing of its desire to meet with respect to reaching agreement on a reduced consist of one Conductor (Yard) and one Assistant Conductor for crews in any class of yard or transfer service. The time and place for the Company and Union representatives to meet shall be agreed upon within 15 calendar days from the date of such notice and the parties shall meet within 21 calendar days of the date of such notice.

83.3 The meeting shall be limited to a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction. If the parties do not reach agreement or if the meeting referred to herein does not take place, the Company may, by so advising the General Chairperson and the Local Chairperson in writing, commence a survey period of 5 working days for the yard operations concerned, during which Union representatives may observe such operations. The survey period shall commence not less than 10 and not more than 20 calendar days from the date of the Company's advice with respect to the survey period.

83.4 If, after completion of the survey period, the parties do not agree that adequate safety can be maintained with the proposed crew consist reduction, the Union will, within 60 calendar days of the completion of the survey period, give the Company specific reasons in writing why, in their opinion, adequate safety cannot be maintained. The Company may, by so advising the General Chairperson in writing, refer the dispute or any part thereof to arbitration.

83.5 Failure to provide such specific reasons in writing within the time limit contained in paragraph 83.4 will indicate that the Union agrees that adequate safety can be maintained, such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be made subject to the conditions set forth in paragraphs 83.12 to 83.28 inclusive of this article.

83.6 The time limit specified in paragraph 83.4 may be extended by mutual agreement between the parties.

83.7 Arbitration shall be conducted by the Canadian Railway Office of Arbitration, unless:

there are disputes requiring final determination during a period in which there is no incumbent Arbitrator; or

the Canadian Railway Office of Arbitration is terminated; or

the Canadian Railway Office of Arbitration ceases to have jurisdiction to arbitrate such disputes.

In any of the above events the parties will within 15 days of the notice by the Company referring the dispute to arbitration, select an arbitrator to hear the dispute. If the parties fail to agree on a suitable candidate for arbitrator, the Minister of Labour shall be requested to appoint an arbitrator within 14 calendar days following receipt of such request.

83.8 The arbitrator shall be limited to making a determination of whether or not adequate safety can be maintained with the proposed crew consist reduction. The arbitrator's decision shall be rendered within 30 calendar days following the conclusion of the hearing and shall be final and binding on both parties.

83.9 Where arbitration is conducted by other than the Canadian Railway Office of Arbitration, the fees and expenses of the Arbitrator shall be shared equally by the parties.

83.10 Where it has been determined by agreement or arbitration that adequate safety can be maintained with a reduced crew consist, such crews shall thereafter be considered "reducible crews" and the proposed reductions in consist of such crews shall be made only in accordance with the conditions set forth in this article.

83.11 At a yard where there are reducible crews, an up-to-date list of such crews shall be posted and a copy supplied to the Local and General Chairpersons concerned.

83.12 An employee who meets one of the following qualifications shall, for the purpose of this article, be known and designated as a "protected employee":

an employee who has a seniority date as an assistant conductor prior to December 16, 1966; or

an employee who has a seniority date as a train service employee prior to December 16, 1966 on Train service employees' former Freight Promotion Districts 2, 3 or 4.

83.13 A protected employee shall have the right and obligation to perform service for which qualified, as provided in the collective agreement, to the extent that positions are available in the seniority district subject to the following:

(a) A protected employee shall not have any right to helper positions the Company discontinues pursuant to the provisions of this article except as provided in paragraphs 83.15 to 83.28 inclusive;

(b) A non-protected employee shall not have any right to assistant conductor positions the Company discontinues pursuant to the provisions of this article.

83.14 A protected employee moving from one yard to another shall retain their protected employee status.

83.15 One assistant conductor position in a reducible crew may be discontinued for each protected employee entitled to a regular position who is, subsequent to such crew being determined reducible, removed from the active working lists of Conductor (Yard/Road), Assistant Conductor (Yard/Road), other

.n by layoff, discharge or temporary promotion to Traffic coordinator or non-scheduled position and for each non-protected employee who is on a regular assignment or who has sufficient seniority to hold such an assignment.

83.16 Reductions in reducible crews on the basis of a non-protected employee who is holding or who is able to hold a regular assignment will not be made if such reduction would require a protected employee to move from a regular yard assignment in one starting time period to a regular yard assignment in another starting time period nor if such reduction would deprive a protected employee from exercising seniority from a regular yard assignment in one starting time period to a regular yard assignment in the starting time period of the reducible crew or crews. The starting time periods are those set out in article 81, paragraphs 81.3 to 81.6 inclusive.

83.17 Assistant Conductor positions shall be discontinued at the same yard at which the protected employees were removed from the active working lists or at which a non-protected employee is holding or is able to hold a regular position.

83.18 Should the number of reducible crews in any assistant conductor exceed the number of helper positions that may be discontinued under the terms of this article, the reducible assistant conductor positions to be discontinued shall be those filled by the junior protected employee filling such reducible positions. If the application of this paragraph involves the bulletining of positions, the bulletins shall be issued only to the yard concerned.

83.19 Where the removal of a protected employee from the active working lists by a permanent promotion to a Traffic coordinator or non-scheduled position has resulted in an assistant conductor position in a crew being discontinued at a yard, the return of such protected employee to the working lists shall result in one discontinued assistant conductor position being re-established at that yard. When a protected Employee who was promoted to Traffic coordinator or non-scheduled position prior to the effective date of this article returns to the working lists and a protected employee is promoted as a result thereof, the provisions of paragraph 83.15 shall not apply.

83.20 When an assignment filled by a reduced crew is abolished, a like reduction may be made in another reducible crew subject to the provisions of paragraph 83.21.

83.21 Notwithstanding the provisions of paragraph 83.15, if a reduction in regular yard assignments at a yard will result in protected employees becoming reduced from regular assignments at that yard, a sufficient number of assistant conductor positions which are discontinued under the provisions of paragraph 83.15 shall be filled so as to avoid such reductions from regular assignments. The assistant conductor positions concerned shall be filled only until such time as the protected employees referred to can hold other positions in regular assignments at that yard.

83.22 The following guarantee shall apply at a yard where a crew or crews are operated with a reduced consist under the provisions of this article:

(a) At a location where a separate spare board for yard service is maintained:

10.h

Any protected employee on a yard service spare board, who is unable to hold a position in a regular assignment as a consequence of the discontinuance of assistant conductor positions under the terms of this article, shall, provided available for service, be guaranteed 40 hours per week, except that for any week in which one or more general holidays occur, the guarantee shall be reduced by 8 hours for each general holiday occurring in the week. In the event a protected employee on a yard service spare board entitled to the guarantee under the provisions of this paragraph 83.22 is assigned to such spare board for only a portion of the week, they will be paid their full proportion of the guarantee pro-rated according to the number of days assigned to such spare board as related to the number of days in the calendar week.

(b) At a location where a joint spare board is maintained:

A protected employee on a spare board from which relief for both road and yard service is drawn, who is unable to hold a position in a crew regularly assigned or regularly set up in road or yard service at such yard as a consequence of the discontinuance of assistant conductor positions under the terms of this article, shall, provided available for service, be guaranteed the equivalent of 3,000 miles per month at the assistant conductor's through freight rate. In the event a protected employee on a spare board who is entitled to the guarantee under the provisions of this paragraph 83.22 is assigned to such spare board for only a portion of a month they will be paid their full proportion of the guarantee pro-rated according to the number of days on the spare board as related to the number of days in the calendar month. An employee who books 14 hours rest or less upon completion of a tour of duty shall not be considered unavailable, under this provision, because of such rest period. The guarantee provided herein shall be reduced by the equivalent of 100 miles at the assistant conductor's through freight rate for each call missed by a protected employee who is on the spare board and available for service.

(c) If a crew or crews are operated with a reduced consist for only a portion of the guarantee period provided in subparagraphs (a) or (b) of this paragraph 83.22, the applicable guarantee shall apply on a proportionate basis for the portion of the guarantee period such crews were operated with a reduced consist as related to the guarantee period.

83.23 Notwithstanding the provisions of paragraphs 83.15 of this article, reducible crews will not be operated with a reduced consist if:

(a) such operation would result in a protected employee at the yard having insufficient seniority to hold a position (including a spare board position) at that yard; or

(b) there are protected employees laid off at the yard who are qualified and available for work as an assistant conductor.

Where in the application of this paragraph 83.23 the Company is required to fill an assistant conductor position in a reduced crew, the position shall be filled only until such time as the protected employee placed on the position by the Company can hold another position (including a spare board position) at that yard. While such crew is operating with two assistant conductors, temporary vacancies in the positions need not be filled except to the extent necessary to ensure that there is one assistant conductor in the crew. The tilling of an assistant conductor position in a reduced crew under this paragraph 83.23 shall not obligate the Company to use the assistant conductor concerned on the 6th or 7th day of a work week.

83.24 At a terminal where there is a series of yards, such as Winnipeg, Edmonton and Vancouver, all yards in such terminal shall, in the application of this article, be considered as one yard.

83.25 In the application of paragraphs 83.15 to 83.25 inclusive:

(a) the reference to "the yard service spare board" shall include a joint spare board from which relief for both road and yard service is drawn; and

(b) references to "regular position", "regular assignment" and "regular assignments" shall include positions regularly assigned or regularly set up in road or yard service.

ARTICLE 83A
Consist of Crews - Conductor (Yard) only Transfer

83A.1 Notwithstanding the provisions of Articles 82 and 83 yard transfers may be operated with a conductor (yard) but without an assistant conductor provided that:

(a) Such transfer movements are operated without a caboose;

(b) At the originating yard or interchange, doubling is limited to that necessary to assemble the transfer movement for departure;

(c) At the destination yard or interchange, doubling is limited to that necessary to store the transfer movement upon arrival;

(d) Switching required for conductor (yard) only transfer will be limited to that necessary to meet the marshalling requirement, remove any mis-routed cars or set out bad order cars;

(e) Such transfer movements will make no more than two stops en route, in any one direction, between the originating and destination yards or interchanges for the purpose of taking on and/or setting out a car or group of cars together;

(f) Such transfer movements are not required to perform switching en route (i.e., between the originating and destination yards or interchanges) except as may be required in connection with the taking on or setting out of cars as, for example, to comply with the requirements of rules and special instructions which govern marshalling.

ARTICLE 84
Establishment of Seniority and Promotion

84.1 Assistant Conductors shall rank on the Assistant Conductors' seniority lists from the date and time they complete the classroom portion of their Conductors training.

84.2 New yard service employees will be allotted seniority where practicable on the basis of the date they signed the Company's application for employment with relative standing among the training class attended.

84.3 When two or more Assistant Conductors are allotted seniority as of the same date and time, the procedure for establishing their relative standing among the class attended shall be as follows:

(a) the Assistant Conductors, who are senior in the service of the Company, will rank senior on the seniority list ahead of other Assistant Conductors allotted seniority on that date;

(b) when two or more Assistant Conductors have the same date, the Assistant Conductor who first signed the Company's application for employment shall be senior;

(c) Assistant Conductors who transfer to Agreement 4.3 from other Agreements, or who have resigned and are rehired, will be allotted seniority on the basis of their relative standing among Assistant Conductors in training courses at the time of transfer or rehiring. If there are no training courses in progress at the time of transfer or rehiring, such Assistant Conductors will be allotted seniority status as of the date first placed on the working list or spare board; and

(d) when two or more Assistant Conductors transfer or are rehired have the same seniority status, the relative standing will be as outlined in sub-paragraph (b) above, when not given relative standing with a training course;

(e) Assistant Conductors will come within the scope of Agreement 4.3 at such time as they work ti first shift or tour of duty.

84.4 Assistant Conductors employed on or before February 16, 1959 will be examined for promotion to Conductor (Yard), in their respective yards, according to seniority and ability. Assistant Conductors who are not promoted, or who fail to qualify for promotion, will be promptly advised of the reason therefore, in writing, by the proper Officer of the Company.

84.5 Assistant Conductors covered by paragraph 84.4 who refuse to take examination for promotion to Conductor (Yard), or who fail to qualify for promotion, will retain their seniority standing as Assistant Conductors, However, if such Assistant Conductors are subsequently promoted to Conductor (Yard), they will rank junior as Conductors (Yard) to the Assistant Conductors promoted ahead of them.

84.6 Assistant Conductors employed subsequent to February 16, 1959, will not be permitted to refuse examination and will be examined for promotion to Conductors (Yard) in their respective yards according to seniority on the Assistant Conductors' seniority list after 18 months' cumulative service as a yard helper and/or a train service employee. Such Assistant Conductor must have completed a minimum of 150 shifts or tours of duty as Yard Service Employee/Train Service Employee at least 50 of which must be in yard service or on joint spare boards prior to qualifying as a Conductor (Yard). Such Assistant Conductors failing to pass first examination for promotion to Conductors (Yard) will be given another examination within six months, and should they fail to pass on second examination, their names shall be placed immediately below Assistant Conductors junior to them on the Assistant Conductors' seniority list when such Assistant Conductors have passed the examination for promotion and their seniority date shall be revised accordingly, or their services may be dispensed with at the option of the Company. The 50 shifts or tours of duty experience requirement will include all service as a Train Service Employee/Yard Service Employee on any seniority district governed by Agreements 4.16 and 4.3. In the application of this article and article 45, employees shall be examined simultaneously for the qualification as Conductor/Conductor (Yard):.. Upon attaining the appropriate service requirements for Conductor, employees shall be deemed qualified as Conductor.

84.7 Train service employees hired on or before February 16, 1959 who were granted a seniority date of January 1, 1972 as assistant conductors will be permitted to refuse examination for promotion to conductors (yard) under paragraph 84.6. However, if they do so and are subsequently promoted to conductors (yard), they will establish their seniority standing and date as a conductor (yard) in the same manner as an assistant conductor who is covered by paragraph 84.6.

84.8 When Assistant Conductors qualify for promotion to Conductors (Yard) in accordance with the provisions of paragraphs 84.4 or 84.6, their names shall be placed on the Conductors (Yard) seniority list in the order in which they appear on the Assistant Conductors' seniority list. Such Assistant Conductors shall be accorded a Conductor (Yard) seniority date 18 months subsequent to their seniority date as an Assistant Conductor.

84.9 If Assistant Conductors covered by paragraph 84.5 qualify for promotion to Conductors (Yard), their names shall be placed on the Conductor (Yard) seniority list in accordance with their seniority standing in the group with which examined. Such Assistant Conductors shall be accorded a Conductor (Yard) seniority date related to the date on which they qualify but consistent with the standing on the Conductors (Yard) seniority list.

84.10 Any Assistant Conductor who, because of the 6-month yard service/joint spare board requirement of paragraph 84.6 is promoted to Conductor (Yard) after Assistant Conductor junior to them have been promoted, shall, provided that they qualify at the first opportunity, rank on the Conductors (Yard) seniority list ahead of those junior Assistant Conductors who were promoted before them.

84.11 Yard service employees who resign from the service of the Company will forfeit all seniority rights.

ARTICLE 85
Qualified Employees

85.1 Where in this agreement provision is made for an employee to fill a position, the employee must, in all instances, be qualified to fill the position.

85.2 A dispute concerning the application of this article may be processed as a grievance, within 30 days from the date of the cause of the grievance, under the terms of article 121 commencing at Step 2 of the Grievance Procedure.

ARTICLE 86
Bulletining and Filling of Regular Assignments
Removed - Replaced by **746 Agmt.** - see Art. **107**

ARTICLE 87
Deadheading - Yard Service

87.1 Spare employees required to go to a subsidiary station will be allowed payment at yard rates for the actual time occupied in deadheading from the terminal to the subsidiary station and in returning from the subsidiary station to the terminal when displaced. Such time may be used to make up the basic day.

87.2 Paragraph 87.1 will not apply to a spare employee who is exercising seniority, nor to a spare employees who has booked off for any reason at the subsidiary station and who is returning to the terminal.

87.3 Spare employees ordered by the Company to go to a subsidiary will, when reasonably required, be furnished with sleeping quarters. When employees are accommodated in quarters owned by the Company, such quarters will be comfortable and sanitary.

ARTICLE 88
Regular and Regular Relief Assignments
Removed - Replaced by **746 Agmt.** - **See** Art. **107**

ARTICLE 89
Displacement - Demotion - Layoff

89.1 Where in this agreement provision is made for an employee to displace a fellow employee, the employee who is exercising his seniority must, unless otherwise provided have sufficient seniority to do so.

89.2 A yard service employee exercising his seniority to a regular assignment or to a spare board position to another terminal on a permanent clearance shall be considered as regularly assigned to such other terminal.

89.3 A yard service employee transferring from one yard to another under the provisions of this article will be given, at his option, a temporary or permanent clearance which must be presented to the appropriate Company officer when reporting available for duty at the point to which transferred.

A yard service employee who elects to transfer on a temporary clearance will:

(a) keep the appropriate officer of the Company advised of his address in writing, in order that he may be readily located; and

(b) be recalled to his home terminal immediately that he is able to hold work as a yard serv. employee at such home terminal; and

(c) return *to* his home terminal upon recall when released, unless recall is refused, in which event he will be considered permanently transferred.

A yard service employee refusing to return when recalled must file his refusal in writing, with the appropriate officer of the Company, with a copy to the Local Chairman, and will thereby forfeit his right to recall.

89.4 Notwithstanding the provisions of paragraph **89.9** a yard service employee covered by paragraph **107.25** of article **107** who has no choice but to exercise **his** seniority elsewhere on the seniority district, will be permitted **to** go on laid-off status at the terminal to which regularly assigned.

89.5 While on laid-off status at the terminal referred to in paragraph **89.4,** such yard service employee will be required, should work become available, to exercise his seniority at that location and at stations subsidiary thereto.

89.6 The provisions **of** paragraphs **89.4** and **89.5** shall not interfere with the application **of** article **115** and an employee covered hereby will be required to return to the service, at any time, in accordance with that article.

89.7 The application **of** paragraphs **89.4** to **89.6** inclusive will not result in any expense to **the Company.**

89.8 Paragraphs **89.4** to **89.7** inclusive are applicable only at locations which are listed in article **112,** paragraph **112.6.**

89.9 When the number of employees is to be reduced, reduction will be made in seniority order commencing with the junior employee. Protected freight employees as defined by paragraph **15.1,** will not be laid off. When unable to work at their home terminal employees will have the option to revert to the furlough board in preference to exercising their seniority on the seniority territory. When employees cannot hold work at the home terminal they will not be permitted to declare to the furlough board at another terminal. Employees electing to declare to the furlough board at their home terminal will be governed by the terms and conditions set out in Article **148.**

89.10 At any time when the Company can foresee that a shortage of yard service employees will exist at a home terminal or a shortage of yard service employees develops, the Company may, in advance of actual requirements, bulletin for **15** days to the promotion district for Conductor (Yard) or Yard Helpers, as the case may be, who are prepared to proceed **to** the home terminal requiring additional employees on an if and when required basis.

89.11 The senior qualified applicant(s) will be accepted when such will not, in the opinion of the Company, create a shortage of yard service employees at his home terminal. Such applicant(s) will be considered temporarily transferred.

89.12 A yard service employee on leave of absence or on vacation with pay during the period of the bulletin will be permitted to make application when he reports for duty.

89.13 A successful applicant, providing he is able to hold work in the classification for which bid at the point where the shortage exists, will be required to respond when advised and must report at the point where the shortage exists as soon as practicable.

89.14 A successful applicant will not be **subject** to recall to his home terminal unless it would otherwise require the movement of a yard service employee from another home terminal to the successful applicant's home terminal, otherwise he will remain at that point until the shortage no longer exists or until the next

ange of timetable, whichever occurs first. In either case, he will be returned to his originating home terminal.

89.15 If released prior to the change of timetable, such release will be in reverse order of seniority. A yard service employee released prior to the change of timetable will be subject to recall to the point from which released in seniority order to protect a position as yard service employee until the next change of timetable.

89.16 A yard service employee who moves from one home terminal to another under the provisions of paragraphs **89.10** to **89.15** inclusive, will be entitled to expenses away from home as provided in article **119** of this agreement.

ARTICLE 90
Yard Spare Board

Establishment

90.1 Representatives of the Company and representatives of the employees will co-operate in the establishment of a spare board at each point where yard service is maintained so that relief service may be provided.

Operation

90.2 Spare yard service employees will be worked first-in first-out.

90.3 The number of employees on the yard spare board will be regulated between the Local Chairperson and the appropriate officer of the Company each Friday afternoon (or other day as mutually agreed to) to take effect at **0001** hours so that the average earnings of a Yardman will not be less than the equivalent of **5** shifts per 7-day period in the following manner:

> Add the total number of spare Yardmen used during the previous **7** days and divide by **5,** that is for example:
>
> **100** spare yard shifts for the **7-day** period divided by **5** equals **20** employees on the yard spare board.

90.4 No change will be made in the yard spare board between checking periods without the concurrence of the Local Chairperson.

90.5 In the application of the foregoing exceptions may be made to cover local requirements where mutually agreed to between the appropriate officer of the Company and the Local Chairperson.

90.6 Should it be demonstrated that inequities exist in the adjustment of spare boards, e.g. there are insufficient employees on the spare board to protect the service or insufficient work is available to allow employees on yard spare boards an average level of salary that equates to **5** shifts per 7-day period, the Local Chairperson and the appropriate officer of the Company will adjust these spare boards to protect the situation. Should they be unable to agree, the General Chairperson and the Vice-president, or his delegate, will meet on a timely basis to resolve the matter.

ARTICLE 91
Notice When Requesting Relief

91.1 Yard service employees regularly assigned, who request to lay off, will give the appropriate Company officer at least 3 hours' notice, and before resuming duty will also give the appropriate Company officer at least 3 hours' notice.

91.2 When relief is requested, yard service employees will be expected to give definite information, as far as possible, as to how long relief will be required.

ARTICLE 92
Utility Position

92.1 Utility positions may be established based on operational requirements. Utility 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 93
Medically Restricted Yard service employees

93.1 For rehabilitation purposes, a yard service employee who has become incapacitated in the service of the Company and who is capable of performing the duties of a switchtender, will be permitted, when mutually agreed between the General Chairperson and the proper Officer of the Company, to displace an able-bodied person working as switchtender who is able to hold other work in yard or train service.

93.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.

ARTICLE 94
Condition of Engines

94.1 Yard service employees will not be compelled to perform switching with any engine that is not properly equipped with footboards, grab-irons and head lights.

Engines equipped with operative uncoupling mechanisms, modified to enable uncoupling from the side-step of the engine, need not be equipped with footboards.

Note: Footboards will be free of ice at beginning of each shift.

ARTICLE 95
Shelters **and** Lockers

95.1 At points where 2 or more yard engines are employed, suitable shelter will be provided to accommodate the number of yard service employees working, and will be equipped with lockers.

ARTICLE 96
Working Outside Switching Limits

96.1 This article is applicable only at locations which are listed in paragraph 112.6 of article 112.

96.2 Except as provided for by paragraph 96.3, yard service employees will not be worked outside of switching limits in road service where road crews are available, except in cases of wrecks and washouts.

96.3

(a) In order to provide timely transportation service, yard crews may be used within a distance of 25 miles outside the established switching limits.

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 96.3 shall in no way have the effect of abolishing road switcher assignments.

(d) Yard crews may be used in excess of the miles outlined in sub-paragraph 96.3(a) only in accordance with the provisions of paragraph 96.2.

Rescue Service - Extended Runs

96.4

(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).

ARTICLE 97
Supplying Caboose

97.1 Yard service employees will be furnished with a caboose, properly equipped, in transfer service, also on other extended runs justifying having same.

ARTICLE 98
Seal Records

98.1 Yard service employees will not be required to take seal records.

ARTICLE 99
Car Retarder Operators Employed In Hump Yard

99.1 Eight consecutive hours and time required for transfers will constitute a day's work for a car retarder operator. Overtime shall not commence until completion of a day's work.

99.2 Car retarder operators will be taken from the ranks of qualified yard service employees (who have written the "A" book).

99.3 Bulletins will be posted in the usual manner calling for applicants to train for car retarder operators' positions.

99.4 In advance of placing in operation of a new hump yard with automatic car retarders, a sufficient number of employees will be selected on a seniority basis to train as car retarder operators.

99.5 Applicants will be considered qualified on successful completion of the training period. If, during the training period, the Company determines that an applicant cannot qualify, training will be discontinued and the employee advised in writing the reason for disqualification.

99.6 Employees initially selected for training will be compensated for each day spent in training at the rate of pay of the regular assignment held by bulletin, except that road conductors and train service employees will be paid conductor (yard) an assistant conductor's rates respectively. Subsequent applicants for car retarder operator's positions will be required to qualify on their own time and must qualify within a period of 30 days.

99.7 Upon completion of training, applicants will be considered as on probation until they have completed 21 cumulative shifts as car retarder operators. If disqualified before completing 21 shifts, the reason for such disqualification will be given in writing. After completing 21 shifts as a car retarder operator, employees will not be disqualified without an investigation.

99.8 Subject to the provisions of paragraph 99.7, qualified car retarder operators shall be designated "CRO" opposite their name on the yard service employees's seniority list.

99.9 For the first 4 years that a new hump yard is in operation, positions of car retarder operators employed in such yard will be bulletined once a year at the Spring change of timetable, and employees assigned to such positions must remain in such classification until the following Spring change of timetable. Thereafter car retarder operator's positions will be bulletined twice a year, at the Spring and Fall changes of timetable, and employees assigned to such positions must remain in such classification until the following change of timetable. An employee assigned to a car retarder operator's position must give 30 days' notice in writing to voluntarily vacate the assignment. The Company may, in its discretion, release such an employee from the position before the expiration of the 30-day period. Such employee will not again be permitted to make application for position of car retarder operator for a period of one year unless otherwise agreed between an appropriate Company Officer and the General Chairperson. The one year waiting period may be waived in the event there are no qualified car retarder operators available. A car retarder operator who accepts a promotion will not be deemed to have "voluntarily vacated" the assignment.

99.10 If no applications are received for a bulletined car retarder operator's position the junior qualified car retarder operator not working as such will be assigned.

99.11 A traffic coordinator working as such at change of timetable when positions are bulletined under paragraph 99.9, or who is subsequently promoted from a car retarder operator's position and who is later displaced, will, if qualified, be permitted to exercise seniority to a position of car retarder operator.

99.12 Employees qualified as car retarder operators who at the change of timetable when positions are bulletined under paragraph 99.9 do not apply for position of car retarder operator and employees who qualify subsequent to the change of timetable bulletins provided for in paragraph 99.9, except those covered by paragraph 99.10, will only be permitted to exercise their seniority on permanent vacancies or newly created positions. When seniority is exercised on permanent vacancies or newly created positions the employee will be subject to the conditions of paragraph 99.9.

99.13 When a temporary vacancy occurs the senior available car retarder operator not working as such will be called and will not be paid under the overtime provisions but will start a new day and will receive for the first 8 hours, pro rata rates. When returning to their own assignment the overtime provisions will not apply. The senior available employee qualified as a car retarder operator must protect the vacancy.

99.14 A qualified car retarder operator who refuses to fill a temporary vacancy when fit and available for duty will forfeit all right to work as a car retarder operator for a period of one year unless otherwise agreed between an appropriate Company Officer and the General Chairperson.

99.15 Car retarder operators will co-operate in keeping office or tower rooms in which they work clean and neat.

99.16 A car retarder operator will be allowed 20 minutes for lunch during their tour of duty, to be taken when operation requirements permit, and without deduction in pay.

99.17 The provisions of paragraphs 104.2, 104.3 and 104.4 apply to car retarder operators employed in Hump Yards under the provisions of this article 99.

ARTICLE 100
Lunch Time

100.1 Yard crews will be allowed 20 minutes for lunch between 4 and 5-1/2 hours after starting work, without deduction in pay. 8C5

100.2 Yard crews will not be required to work longer than 5-1/2 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefore.

100.3 When it is determined that more than 1 hour of overtime work is required, yard service employees will advise the traffic coordinator if they wish a hot meal. Upon receipt of such advice the traffic coordinator will arrange the work in such a manner that the crew 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. 9.d

Note: This paragraph does not preclude the traffic coordinator advising the crew after the seventh hour that overtime will be required and the crew may be released by the traffic coordinator 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 to Addendum 51)

ARTICLE 101
Pilots Within Yard Limits

101.1 When pilots are required within yard limits, yard service employees will be used and will receive conductor (yard) pay. Yard service employees will not be used outside of yard limits as pilots. This article shall apply only at locations which are listed in paragraph 112.6 of article 112.

Note: Traffic coordinators and Assistant traffic coordinators may be used in cases of extreme emergency.

ARTICLE 102
Yard Service Employees' Work Defined

102.1 Yard service employees will do all transfer, construction, maintenance of way, and work train service exclusively within switching limits, and will be paid yard rates for such service. Switching limits to cover all transfer and industrial work in connection with terminal. This paragraph shall apply only at locations which are listed in paragraph 112.6 of article 112.

ARTICLE 103
Switching Limits

103.1 The necessity of changing or re-establishing recognized switching limits, in order to render switching services required because of extension of industrial activities or territorial extension of facilities, must be recognized.

103.2 The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed by negotiations between the proper Officer of the Company and the

General Chairperson. The concurrence of the General Chairperson will not be withheld when it can shown that changes are necessitated by industrial activities or territorial extension of facilities. Yard limit boards may or may not indicate switching limits.

ARTICLE 104
Special Duties

104.1 Yard service employees assigned to other than their regular duties will be paid the established rate for the service performed, but in no case shall the yard service employees so assigned be paid less than on the basis of their regular rates. This article shall have no application to work performed in road service.

104.2 Yard service employees will be required to report for duty 10 minutes prior to the starting time of their shift for which 10 minutes will be paid at the applicable pro rata rate of pay. Time paid for will be for performing duties in connection with registering, reading bulletins, checking watch, picking up radios, etc., and being prepared to commence work at the starting time of their shift.

104.3 Yard service employees upon completion of their shift will be allowed 5 minutes at the applicable pro rata rate of pay. Time paid for will be for performing duties in connection with completing reports, reporting car control data, returning radios, registering, etc.

104.4 Yard or transfer employees responsible for On Board Reporting Systems (OBRS) will be allowed an additional arbitrary payment of 5 minutes at the applicable straight time rate of pay

104.5 Time paid for under tho provisions of paragraphs 104.2, 104.3 and 104.4 will not be used in the calculation of overtime or in the application of the overtime provisions of this agreement nor will it be used in the application, of paragraph 128.7 of article 128, nor will such time be used in the application of articles dealing with Shift Differentials, Rest at Terminals, Yard Starting Time, Lunch Time, Calling, etc.

ARTICLE 105
Coupling Air and Steam Hoses

105.1 Yard service employees will not be required to couple or uncouple air or steam hose on cars or chain up cars in yard or on repair tracks where mechanical employees are employed,

NOTE: This rule will not be used by yard service employees to delay trains.

SECTION 3

GENERAL

ARTICLE 106
Calling

106.1 Except as provided in paragraph **106.2,** employees will be called as far as practicable 2 hours in advance of the time required to report for duty, except in cases of emergency. Where telephone service is available employees will be called by telephone except that other means will be used in cases of telephone system failure when the calling distance is not over 2 miles from the crew office. Other means may also be used when employees are accommodated in facilities provided by the Company. If other than local telephone is used, employees will be required to accept long-distance charges. Except as otherwise provided in paragraph **106.3,** in the application of this paragraph if employees in assigned service desire to be called on a regular basis, they will so request in writing.

106.2 In cases where an employee is accommodated in facilities where telephone service is not available to the employee, or its availability is limited to certain hours, and the calling distance is not over two miles from the crew office, the employee will be given a physical call. In such situations, the caller will be furnished with a book in which will be registered time train leaves and the employee will sign their name therein.

106.3 Train service employees on passenger and mixed trains timed to leave passenger station between 0800 and 2200 hours will not be called.

106.4 Train service employees on through passenger trains will be called for their assignment and advised the time required to report for duty, and shall not be set back more than once after being advised the time required to report for duty. The intent is that in the event of through passenger trains running late on their schedule, train service employees will, where conditions permit, be advised before leaving home. that they are being set back. This, of course, will only be practicable of application in instances where assigned passenger train service employees live within the calling distance, or where their residence is equipped with telephone.

106.5 Train service employees will be notified when called as to the class of service for which ordered and the final destination for the tour of duty. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, engine failure, washout, snow blockade or such other like emergency.

106.6 A Train service employee returning from being "off for miles" or vacation will be considered available for call for a tour of duty or shift where the order time does not commence prior to the end of their mileage or vacation period.

ARTICLE 107
Filling Vacancies - Road and Yard

Terminals

107.1 Implementation for all terminals in Western Canada will be put in place as mutually agreed, Such agreement must take into consideration that all positions in Road and Yard Service at all terminals will be abolished and the newly established positions will be bulletined twenty (20) days prior to the "Change of Card" or as otherwise mutually agreed to.

Application

107.2 Under this agreement, there remains a distinct separation between Road and Yard Service. All employees by their selections, will be identified as either a Road or Yard preference employees.

107.3 There will be four (4) Changes of Card 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 change 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.

107.4 Except as provided for in Article 107.19, employees will only be permitted to alter their preference from Road to Yard or Yard to Road at the four (4) Changes of Card.

107.5 In conjunction with Article 107.4, employees will be required to select those positions in either Road Service or Yard Service prior to selecting the alternative class of service. For example, Road Preference employee's 746 Form will be submitted as follows:

1) Road Positions
2) Yard Positions

107.6 An employee desiring to exercise seniority to road or yard service under the provisions of this article and there being no such service at the terminal to which assigned, will be permitted to do so at the nearest terminal the desired service is operated as provided in sub paragraphs (a) or (b) below:

(a) An employee in road service at the road terminals listed below desiring to exercise seniority to yard service will be permitted to do so at the respective yard terminals shown opposite each road terminal as follows:

Road Terminal	Closest Yard Terminal
Biggar	Saskatoon
Humboldt	Saskatoon
North Battleford	Saskatoon
Edson	Edmonton

107.7 Employees who do not record all available positions will, when unable to hold positions recorded, be considered assigned to an unfilled position, or the position held by the junior employee in that class of service, until such time as they can hold one of their recorded choices.

Note: Employees will not be assigned to the alternative service if able to hold any position within their preference service.

107.8 All Employees must submit their 746 Form indicating their choices which must be received by the Crew Management Centre, at least seven (7) days prior to the Change of Card.

Upon request the Local Chairperson(s) will be provided copies of employees 746 form via electronic transmission.

107.9 Where provision is made in this article for the senior qualified applicant to be assigned it will be subject to the preference rights on former Promotion Districts as provided in Article 114.

107.10 Except as provided for in Article 107.13 employees who do not submit their 746 Form at the initial Change of Card when this agreement takes effect, will be assigned to an unfilled position or to the position held by the junior employee in that class of service at the terminal for a period of four (4) weeks.

107.11 On subsequent Board Changes employees who do not submit a 746 Form, will continue to be assigned to an unfilled position or to the position held by the junior employee in that class of service at the terminal.

107.12 On subsequent Changes of Card, employees who do not submit a 746 Form, will then be assigned according to their previous choices, or as outlined in Article 107.10.

107.13 Employees who are off on annual vacation, authorized leave of absence, Illness/injury or lay off status throughout the entire period of the Change of Card bulletin will submit a 746 Form prior to resuming duty.

107.14 Road preference employees placed in Road Service will automatically have their Yard choices de-activated if previously submitted.

107.15 Upon being placed in Yard Service, Road preference employees' previous yard choices will be re-activated for the next Board Change, or if none, they may submit their Yard choices at least 48 hours prior to a subsequent Board Change.

107.16 Road preference employees will suspend their road guarantee(s) while working Yard Service; if they have the seniority to hold any Road Service positions at their home terminal.

746 Modifications between Changes of Card

107.17 Employees will be permitted to insert new assignments to their 746 Form(s), without altering the sequence of previous choices. Employees who are off for miles, annual vacation, authorized leave of absence ,illness/injury or lay off status throughout the entire bulletin period, will add to their 746 Form prior to resuming duty.

107.18 Employees will be permitted to delete choice(s) from their 746 Form(s) upon notice to the Crew Management Centre, at least 48 hours prior to a Board Adjustment. Any movement resulting from any deletions will coincide with Board Adjustment.

Note: Employees are not permitted to "add" choices that have been previously deleted from their 746 Form.

107.19 Road preference employees who occupy the joint spareboard and who are unable to hold any other Road position, may indicate their preference for Yard Service, with proper notification to the CMC. The employee will be placed in Yard Service in accordance with their 746 form or as outlined under Article 107.7 at the next Board adjustment. Except if notification is less than 48 hours prior to a Board Change, placement will occur at the following Board Change.

Note: Employees exercising this article will remain as a yard preference employee until next Change of Card and must resubmit Road choices at next change of card if exercising seniority to Road service due to deactivation of same.

107.20 The abolishment of any assignment will result in the corresponding "bid" being automatically removed from an employee's 746 Form(s). Re-establishment of any assignment is considered as a new assignment, and 746 Forms updated in accordance with Article 107.17.

107.21 At each Change of Card, or Board Change, employees will be re-assigned on the "time in principle", in accordance with preferences submitted on their 746 Form or as provided for in Article 107.3-107.16.

Note: The "time in principle" for those employees being re-assigned from the Furlough Board, to the Working Board, is defined as the Board Change date and time (in seniority order) or if working, actual time-in.

107.22 Road preference employees unable to hold same at the Change of Card, will be placed in accordance with their Yard preferences indicated on their 746 Form in seniority order or as provided for in Article 107.7.

107.23 Yard preference employees unable to hold same at the Change of Card, will be placed in accordance with their road preferences indicated on their 746 Form in seniority order or as provided for in Article 107.7.

107.24 On Board Changes other than Change of Card, Road preference employees unable to hold Road Service, when initially placed to yard service, will be assigned to:

(a) An unfilled position, there being none;
(b) The position held by the junior employee in yard service.

107.25 On Board Changes other than Change of Card, Yard preference employees unable to hold 'a regular assignment **at** the terminal to which regularly assigned or station subsidiary thereto., will 'be-assigned as follows:

(a) Within 72 hours will be permitted to exercise their seniority in yard service on the seniority district. Employees failing to exercise their seniority within the time limits prescribed in this article will only be permitted to displace the junior regularly assigned yard service employee on the seniority district. Employees on leave of absence, vacation or on assigned days off at the time displaced will exercise their seniority when they report for duty.

Note: Employees may exercise seniority to another Terminal in accordance with Article 107.44.

107.26 if it is known at least 48 hours prior to a Board Adjustment date that an employee will be off the working board for the entire adjustment period, the employee will be unassigned at the Board Adjustment, and the next senior employee indicating their preference, will be assigned.

107.27 When it is known at least 48 hours prior to a Board Adjustment date that an employee who was previously unassigned, will become available within the next period, that employee will be re-assigned.

107.28 Employees unable **to** provide 48 hours notice of their return prior to a Board Adjustment date will be assigned in accordance with Article 107.29 or. 107.31

107.29 Employees returning from assigned road service between Board Adjustment dates will be placed in accordance with their 746 Form to another Road assignment or as outlined in Article 107.31; unless they have advised the Crew Management Centre of their intent to transfer to another terminal.

107.30 A conductor who is displaced and unable to hold a conductors position will be permitted to displace a junior conductor in other than passenger service on the promotlon district.

a) A conductor who is unable to hold work as a conductor at his home terminal and who desires to work as a conductor may transfer to another home terminal on a temporary or permanent clearance;

b) an assistant conductor who is unable to hold work as an assistant conductor at his home terminal and who desires to work as an assistant conductor may transfer to another home terminal on a temporary or permanent clearance.

107.31 The pool or spareboard will absorb extra turns until the next board adjustment date. However, at the request of either party, an "automatic" Board Adjustment may occur during a regular work week (Mon. to Fri.) day shift, if a pool or Spareboard is deemed adversely affected, and the following guidelines are met:

a) actual turns vary by approximately 25% of what board called for and;
b) not less than 48 hours prior to a board change;

Returning **from Vacation/EX-Miles**

107.32 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.

107.33 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.

107.34 *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 mote than one employee returning they shall be placed in seniority order.

107.35 Employees whose vacation has concluded will, at board adjustment time, be placed first out in seniority order in their respective pool or spareboard.

107.36 Employees whose vacation will be concluded on a day other than the board adjustment day, will establish a turn at board adjustment time.

107.37 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.

107.38 In the application of Article 44.1 an employee's working month will commence and end at 0600 hours on the date set for that purpose.

107.39 In the application of Article 127 an employee's annual vacation will commence and end at 0600 hours on the dates set for that purpose.

107.40 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 107.34 or 107.35.

Unfilled **Positions**

107.41 An unfilled position of Conductor/Yard Conductor, will be filled by the junior qualified Conductor/Yard Conductor not working as such who is working in Road/Yard service, or if none, the junior qualified employee at or out of the terminal from which the assignment operates at the time the bulletin closes.

In the application of this article employees who are assigned to an unfilled position on a road assignment and fail to respond when called will not be considered available for service in any capacity until such time as the train service employee used in their absence returns to the terminal unless there are no other qualified train service employees available. The maximum period that the employee will be considered unavailable is 24 hours.

Note: Forcing will occur within the same class of service first.

107.42 If no applications are received for a position of Assistant Conductor/Yard Assistant Conductor, the senior qualified laid-off employee at the terminal where the vacancy exists, or if none, the junior qualified employee who is working on the road/yard spareboard or joint spareboard at the terminal from which relief is drawn for the position will be assigned; if none

(a) the junior qualified employee not working with a seniority date as an assistant conductor subsequent to June 29, 1990 on the Seniority Territory, if none;

(b) employees with a seniority date after March 17, 1982 will be required to protect service at the following locations;

Home Terminal	**Exercise Seniority To**
Thunder Bay	Sioux Lookout, Ontario Fort Frances, Ontario
Sioux Lookout	Thunder Bay, Ontario Winnipeg, Manitoba
Rainy River	Thunder Bay, Ontario Winnipeg, Manitoba
Winnipeg	Rainy River, Ontario Sioux Lookout, Ontario Dauphin, Manitoba Brandon, Manitoba
Brandon	Winnipeg, Manitoba Melville, Saskatchewan
Melville	Brandon, Manitoba Canora, Saskatchewan Regina, Saskatchewan
Dauphin	Winnipeg, Manitoba Canora, Saskatchewan
Canora	Dauphin, Manitoba Melville, Saskatchewan Humboldt, Saskatchewan

Humboldt	Canora, Saskatchewan Saskatoon, Saskatchewan Prince Albert, Saskatchewan
North Battleford	Saskatoon, Saskatchewan Biggar, Saskatchewan
Saskatoon	Humboldt, Saskatchewan North Battleford, Saskatchewan Biggar, Saskatchewan Regina, Saskatchewan
Regina	Saskatoon, Saskatchewan Melville, Saskatchewan
Biggar	Saskatoon, Saskatchewan North Battleford, Saskatchewan
Edmonton	Edson, Alberta
Calgary	Edmonton, Alberta
Edson	Edmonton, Alberta Jasper, Alberta
Jasper	Edson, Alberta. Kamloops, British Columbia
Kamloops	Vancouver, British Columbia Jasper, Alberta
Vancouver	Kamloops, British Columbia
Prince George	Smithers, British Columbia Terrace, British Columbia
Smithers	Prince George, British Columbia Terrace, British Columbia
Terrace	Smithers, British Columbia

Note : In the event any changes are made to the Regional boundaries, it is agreed that the Regional boundaries as they existed on January 1, 1992 will be used.

107.43 In the application of paragraph 107.42, a train service employee assigned to a work train assignment will be required to fill such assignment on the subdivision(s) assigned to the home terminal of the employee *so* assigned; the assignment will be similarly manned on the subsequent subdivisions shown in the original bulletin.

107.44 In the application of Article 107.41 and 107.42 an Assistant Conductor/Assistant Conductor Yard assigned at a subsidiary station will be exempt from assignment to the home terminal unless the vacancy would otherwise remain unfilled.

100

Employees Transferring into another Terminal

107.45 Employees moving into another terminal, who have not previously submitted a 746 form at that terminal, will be required to submit a 746 Form and will be permitted to submit a relief 746 Form upon arrival. Employees moving into a terminal will not be eligible to submit choices for positions in assigned "Road service until the next Change of Card, unless they are unable to hold a position in assigned service at their former home terminal.

107.46 Employees who have moved into another terminal between Board Adjustment dates will be placed In accordance with Article 107.31.

107.47 Employees who indicate their intent to transfer to a terminal in unassigned service will advise the CMC in writing of their intent to be placed on a position when a pool is set up. Seniority permitting, the employee will be placed on a newly created position on the board adjustment date, and thereafter will be govern by Article 107.45. In addition, employees indicating their "Pool" preference will be assigned accordingly if possible.

107.48 In the application of this article laid-off train service employees will be considered as having applied for all vacancies at their home terminal and a junior train service employee will not be permitted transfer to a home terminal while a senior train service employee is on laid-off status at such terminal.

107.49 In the application of this article employees will be permitted up to fifteen days to report for duty.. The union will be notified of all employees who transferred into their home terminal.

Transfer - Road

107.50 A train service employee who elects to transfer on a temporary clearance will:

(a) keep the appropriate officer of the Company advised of their address in writing, in order that they may be readily located; and

(b) be recalled to their home terminal Immediately that they are able to hold work as a conductor or assistant conductor, as the case may be, at such home terminal; and

(c) return to their home terminal upon recall when released, unless recall is refused, in which event they will be considered permanently transferred.

A train service employee refusing to return when recalled must file their refusal in writing, with the appropriate officer of the Company, with a copy to the Local Chairperson, and will thereby forfeit his right to recall.

107.51 A train service employee who transfers from one home terminal to another under the provisions of this agreement will:

(a) obtain a proper clearance, i.e., permanent or temporary, at the home terminal from which transferred; and

(b) deposit such clearance at the home terminal to which transferred.

107.52 Where practical, a clearance shall be accepted 24 hours per day. A clearance need only be issued between 0800 and 1600 hours, 7 days a week.

107.53 When an employee at a terminal not identified in paragraph 36.2 hereof applies to transfer to a location identified in paragraph 36.2 hereof 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. the senior applicant at that location.

Transfer - Yard

107.54 A yard service employee exercising his seniority to a regular assignment at another terminal shall be considered as regularly assigned to such other terminal.

107.55 A yard service employee transferring from one terminal to another under the provisions of this article will be given a clearance which must be presented to the appropriate Company Officer when reporting available for duty at the point to which transferred.

107.56 If yard service employee is required to move from one terminal or yard to another terminal or yard they will be allowed to return to the former terminal or yard if they have sufficient seniority to hold a position at the former terminal or yard at a subsequent board adjustment date.

107.57 A yard service employee returning to the former terminal or yard under paragraph 107.56, will obtain a clearance and then exercise his seniority at such location.

107.58 A yard service employee who desires to return to his former terminal or yard under the provisions of paragraphs 107.56 and 107.57 must do so at the first opportunity.

Transfer – Surplus to Shortage

107.59 Employees may exercise their seniority on a permanent basis at each change of card from locations where a surplus of employees exists to locations where a shortage of employees exists provided that, in doing so. it will not result in a shortage of employees in other operating crafts. The date of release of employees is conditional upon the return to active duty of replacement employees. When such transfer requests are made, discussions with the General Chairperson's office will be held prior to concluding decisions regarding such transfers.

(Refer to Addendum 80)

Joint Spare Board

107.60 Employees on a joint spare board will be called first-in first-out for spare work, and those who lose their turn by not being available when called will drop to the bottom of the spare board. The employee first out on the joint spare board will be called for a vacancy in yard service and upon completion of such shift retain their position on the spare board with the notation "YD" marked against their name, such employee will not be called for another vacancy in yard service until all other employees on the spare board have similarly filled yard vacancies. The provisions of this paragraph shall also apply to qualified conductor (yard) who are not first out on the joint spare board but are called in their turn for a vacancy as a conductor (yard).

(a) ESE's working the joint spare board called to work as a locomotive engineer in yard service will hold their turn on the spare board and will have a yard marked against their name.

Assigned Road Service

107.61 New assignments, including Work Train Service, known to exist beyond 15 days will be bulletined over the Promotion District for 10 days, and the senior qualified applicant will be assigned.

(a) Assignments less than fifteen days will be bulletined for five days at the home terminal were relief is provided and the senior qualified applicant will be assigned.

When a permanent change is made in a regular assignment:

(i) in the point of principal layover; or

(ii) in one or more of the terminals of the assignment; or

(iii) in passenger service the departure or arrival time at the home terminal of 6 hours or more; or

(iv) the average mileage of a passenger run is increased or decreased 450 miles per month, the average mileage of a freight run 300 miles per month;

A train service employee holding a regular position on such an assignment will, if they so desire the new run, be required to make application for same while under bulletin. If such train service employee Is not the successful applicant or does not make application, will exercise their seniority in accordance with their preference on the 746. The provisions of this paragraph do not apply to work train service or when train service is temporarily disrupted.

107.62 In the event an assignment does not commence within thirty (30) calendar days from the date a bulletin closes, the assignment will be re-advertised or abolished.

107.63 Terminals at their option may elect to include "four day Work Train" service as a selection on their 746 Form.

Assigned Road Service -,Filling Vacancies

107.64 Employees wishing to provide relief for Conductors positions in assigned service must submit a relief 746 Form indicating their choices to be received by the CMC as outlined in Article 107.8 (7 days).

107.65 Employees may add new assignments to their relief 746 Forms prior to close of the bulletin advertising the new assignment(s). Employees will be called in seniority order.

Note 1: Once called, the employee will remain on the assignment unless displaced by the regularly assigned employee or a senior employee or called for a preference assignment off of their relief 746 form.

Note 2: In the application of paragraph of 107.64 and 107.65 the senior available qualified conductor entitled to fill such vacancies who is not called will be compensated as provided in paragraph 155.1 (a) of article 155.

107.66 Assistant Conductor's vacancy on a tour of duty basis will be filled from the Road or Joint Spareboard, or if none local calling procedures prevail.

Unassigned Road **Service**

107.67 Each Terminal will have separate pools as set out below:

a) Conductor Pool
b) Assistant Conductor Pool (where applicable)

Note: The Conductor and Assistant Conductor Pool (where applicable) will cycle independently from one another out of the Home Terminal and Away From Home Terminal.

107.68 At board adjustment, the number of Assistant Conductor positions (WHERE APPLICABLE) will equal the number of Conductor positions in the respective subdivision pools.

107.69 When a pool is reduced it will be in reverse seniority order. When a pool is increased it will be seniority order in accordance with choices submitted on the 746 Forms on the "time in principle". If more than one employee is involved, their placement will be governed by their outer switch arrival time. If the outer switch arrival times are the same, the ordering time of their last trip at the home terminal will apply. If the ordering times of their last trip are the same, their placement will be governed by their seniority.

107.70 Employees with a seniority date on or prior to June 29,1990 will not be laid-off. An employee who cannot hold work at their home terminal will be permitted to transfer to another terminal on a permanent basis, however, they will not be permitted to declare to the furlough board for a period of six (6) months unless subsequent to their transfer they are unable to hold.

Unassigned Road Service - Filling Vacancies

107.71 At terminals where a Conductors Spareboard is not maintained, a vacancy in unassigned service which occurs between board adjustment dates will be filled by the first available qualified conductor from the Spareboard and such conductor will be released upon arrival at the home terminal.

107.72 At a terminal where a Conductors Spareboard is maintained, a vacancy in unassigned service will be filled from the Conductors' Spareboard.

107.73 In the application of paragraphs 107.71 and 107.72 of this article if no qualified conductors are available in road service the junior qualified conductor in yard service not working as such will be used on a tour of duty basis.

107.74 Assistant Conductor's vacancy on a tour of duty basis will be filled from the Road or Joint Spareboard, or if none, local Calling Procedures prevail.

107.75 Boosting of Pools

a) Conductors in unassigned pools will only be boosted after all senior qualified Conductors in Road Service not working as such have been exhausted, including qualified laid-off employees who have indicated their availability in writing.

b) Assistant Conductor unassigned pools will only be boosted when no spare Assistant Conductor, or laid-off Assistant Conductor who have indicated their availability are available. When no Assistant Conductor is available, the first available Assistant Conductor in the pool will be called.

c) When a pool is boosted, the first vacant turn will be taken out with the working turn and be placed ahead of the working turn on arrival at the home terminal. A maximum of one turn will be taken out with the working turn.

Note 1: Employees who are not contacted in a "boosting" situation will not be penalized.

Note 2: This article will be incorporated in each Terminal's calling procedures as locally arranged with the CMC, keeping within the intent of this article.

107.76 When an employee fills a position in Engine Service or VIA work, on a tour of duty basis, their turn will be run spare. On return, the employee will be placed on their appropriate turn. If the turn is out, the employee will be shown as waiting turn. If the employee books rest they will not be placed on the turn until rest booked has expired.

Note: Spare Board employees will be returned to the spareboard on the "time in principle".

107.77 An employee assigned to road service at the Change of Card who for any reason is displaced from his assignment or job may, within 72 hours:

(a) exercise their seniority in road service on their promotion district, or

(b) revert to the joint spare board at any terminal on their promotion district, or

(c) if unable to hold work in road service or on the joint spare board at the terminal or yard to which assigned, exercise their seniority in yard service at that terminal or yard, or

(d) if unable to hold work in road service or on a joint spare board on the promotion district, exercise their seniority in yard service in any yard on his promotion district.

Assigned Yard Service

107.78 Between Changes of Card, new assignments, will be bulletined to the Home Terminal for 5 days. Employees may insert the new assignment on their 746 Form. The successful applicant will be assigned at the next board adjustment.

107.79 Should no applicants be received for the assignment, the position(s) will be filled in accordance with Article 107.41 to 107.44 inclusive .

107.80 Assignments will only be created and abolished on Board Adjustment dates unless necessitated by circumstances which could not be foreseen.

107.81 If a new assignment(s) is created on other than a Board Adjustment date, such assignment(s) will run off the appropriate Spareboard until the next board adjustment date.

107.82 If an assignment(s) is abolished on other than a Board Adjustment date, affected employees will be placed on the Spareboard on a "time-in-principle", as outlined in Article 107.31, or will be permitted, in seniority order, to work vacant and/or extra yard assignments ahead of the Spareboard, to make up the shift(s) lost.

107.83 An employee assigned to yard service at the Change of Card who for any reason is displaced from their assignment or job may, within 72 hours:

(a) exercise their seniority in yard service or on a joint spare board,

(b) if unable to hold work in yard service or on the joint spare board at the terminal, or yard to which assigned, exercise their seniority in road service at that terminal or yard, or

(c) if unable to hold work In yard service or on a joint spare board on the promotion district, exercise their seniority in road service on the promotion district.

Assigned Yard Service - Filling Vacancies

107.84 Yard Conductor's vacancy on a tour of duty basis will be filled as follows:

a) the senior available Conductor (yard) working as a Assistant Conductor in the crew in which the vacancy occurs, there being none;

b) the senior available Conductor (yard) under Article 107.82 who has requested same, there being none;

c) the senior available Conductor (yard) who is unable to accumulate ten shifts in a two-week period as a result of being displaced, there being none;

d) the first available Conductor (yard) on the spare board who has been off duty for a period of 8 hours, there being none;

Note: If more than one position in the crew is being filled off the spare board, the senior qualified employee will work as the Conductor (yard).

e) the junior available Conductor (yard) working as a yard helper on the same shift, there being none;

f) the junior Conductor (yard) working in the terminal as an Assistant Conductor, who will have had 8 hours off duty, and is available for service 2 hours before required to report for duty, there being none:

g) the senior qualified laid off employee who will have had 8 hours off duty, 'and is available for service 2 hours before required to report for duty, there being none;

h) the senior qualified regular yard employee (including spare board) booked okay, daily, for extra work, there being none;

i) by employees on the furlough board who are required to protect service, there being none;

j) the junior available Conductor (yard) who is assigned to the road service spare board at the' terminal, and who is not working as a Conductor, there being none;

Note: Employees so used who works one tour of duty in yard service will hold his/her turn.

k) the junior available Conductor (yard) in unassigned through freight pool service, and who is not working as a Conductor.

Note: Employees so used will be returned to their regular service when released.

Note: This Article will be incorporated in each Terminal's calling procedures as locally arranged with the CMC, keeping within the intent of this article.

107.85 Assistant Yard Conductor's vacancy on a tour of duty basis will be filled in accordance with Article 107.82, or Article 107.84(c) or from the Yard or Joint Spareboard, or if none, local Calling Procedures prevail.

107.86 Employees called on a tour of duty of basis to fill an assignment at a subsidiary station will remain on the assignment until displaced or until the following board change.

107.87 When extra yard crews are required the positions of conductors / assistant yard conductors in such crews shall be filled in accordance with the provisions of this article.

107.88 Conductors yard/Assistant Conductors yard exercising seniority will accept the conditions of their choice(s).

107.89 Engine Service Employees returning to Road/Yard Service at Board Adjustment date will be placed as follows:

a) If an intervening Change of Card has not occurred since last set up as a Locomotive Engineer, they will be placed in accordance with their 746 Form, on a "time in principle".

b) If a Change of Card has taken place, upon being advised by the Crew Management Centre, the employee will immediately submit a 746 Form and be placed accordingly.

c) Engine Service Employees returning between Board Adjustment dates will be placed in accordance with the provisions of paragraphs a) and b) of Article 107.89.

107.90 The provisions of article 107.89 will also apply to an employee upon completion of training as a Locomotive Engineer when they are returning to a position under this Agreement 4.3.

ARTICLE 108
.Training and Probation Period

108.1

(a) Where an assistant conductor is required pursuant to paragraph 15.2, conductors will not be required to work without the assistance of an employee who has completed the Company training course for new train/yard service employees.

(b) Conductors (yard) will not be required to work without the assistance of an employee who has completed the Company training course for new train/yard service employees.

(c) The training course for new train/yard service employees shall consist of classroom training and 45 trial trips as a road/yard trainee of which 30 must be in road service and 15 must be in yard service.

108.2 A Conductor/Yard Conductor who during a tour of duty is required to assist in the training of road/yard trainees, shall be paid the following amount in addition to other earnings for such tour of duty:

	Jan 1/04 Per Trip $	EFFECTIVE Jan 1/05 Per Trip $	Jan 1/06 Per Trip $
Conductors, Conductors (yard) non extended run operation	31.20	32.13	33.10
Conductors in extended run territory	42.23	43.50	44.80

108.3 During such trial trips the conductor/conductor (yard) will provide such advice, counsel and supervision as may be required to ensure safe operation and to assist the road/yard trainee in the improvement of their skill and competence.

108.4 Conductors and conductors (yard) will not be required to provide on the job training to more than one employee or more than one trainee at a time.

108.5 Conductors/conductors (yard) finding an assistant conductor/yard service employee or a baggage handler incompetent must so report complaint in writing to the proper officer of the Company. An investigation will be held before any decision is rendered or action taken, and if charges are not proven, the employee against whom charges were made, will be paid for time lost, if any. A conductor/conductor (yard)

will not again be required to take out an incompetent assistant conductor/yard service employee unless the alleged incompetency is disproved.

108.6 An employee will be considered as on probation until they have completed 90 tours of service under this Agreement. If found unsuitable prior to the completion of 90 such tours, an employee will not be retained in service under this Agreement. Such action will not be construed as discipline or dismissal but may be subject to appeal by the General Chairperson on behalf of such employee.

ARTICLE 108A
Conductor Training Course

108A.1

(a) During the period of time an employee is assigned to the Company's Conductor Training Course, Trainees will be paid at the all-inclusive rate of per 40-hour week:

Classroom rate of Pay -	$400.00 /week
Familiarization Rate of Pay -	$ 500.00/ week

(b) The rates of pay and conditions shall also apply to employees who transfer from other bargaining units, except that if the employee is governed by another collective agreement which has rates of pay for training which exceed those governed by this memorandum, then those rates will apply. Upon request, the General Chairperson will be provided with relevant information pertaining to employees who are attending the training course that are from another bargaining group.

108A.2 Away-from-home accommodation will be provided by the Company if the employee is required to remain at a location other than the employee's home terminal or normal place of residence.

108A.3 Employees who are provided away-from-home accommodation will be allowed $16.00 per day for meals when such are not provided by the Company or at Company expense.

108A.4 The principles contained in the provisions of Article 128 for yard service employees, shall apply to employees governed by this Memorandum.

108A.5 A conductor/yard conductor who, during a tour of duty, is required to assist in the training of employees as conductor and yard conductor pursuant to this Agreement shall be paid the following amount in addition to their other earnings for such tour of duty:

	Jan 1/04 Per Trip $	EFFECTIVE Jan 1/05 Per Trip $	Jan 1/06 Per Trip $
Conductors, Conductors (yard) non extended run operation	31.20	32.13	33.10
Conductors in extended run territory	42.23	43.50	44.80

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108A.6

(a) An individual commencing the training program outlined herein, will be required to qualify as a conductor / yard Conductor within six (6) months after commencing the Conductor Training program.

(b) The Company's Conductor training program shall consist of areas of instruction such as but not limited to, the Canadian Railway Operating Rules, Dangerous Goods Training, QSOC, SRS, CATS, Switching techniques, Job briefing, CLO training, Belt Pack training and Familiarization/experience training which may be expanded to address the requirements of local operations.

Classroom Training

108A.7

(a) Each Trainee will be required to attend eight (8) weeks in the classroom training program, if successful the Trainee will be certified as a Conductor Trainee, herein after referred to as a Trainee.

(b) A Trainee who fails to pass the classroom portion or rules examination may be offered assistance and be given a second opportunity to pass. Prior to the opportunity for the second examination the Trainee may be required to undergo an interview with the Course Co-ordinator who will determine if additional instruction is warranted. Should the Trainee be awarded a second opportunity and fail to pass on the second examination, their services shall be dispensed with. The General Chairperson shall be advised when a trainee's services are dispensed with.

Familiarization Training

108A.8

(a) Following. the classroom training program, the Trainee(s) will be provided with training tours in switching and road/yard operations, the mixture of which shall be locally determined by the appropriate officer of the Company and the Designated Trainer(s). The shifts or tours of duty to be worked shall be mutually agreed by the Local Company Officer and Designated Trainer(s) taking into consideration the purpose of maximizing the experience gained by the Trainee. Any dispute in the number of shifts or tours of duty to be worked shall not prevent the commencement of the training tours, and the issue shall be brought to the immediate attention of the Joint Review Committee for resolution. Trainee(s) shall also be provided experience tours at locations to which they would be assigned or in other services, such as, but not limited to passenger service, which shall consist of:

(i) A minimum of 45 trial tours of duty as locally arranged, followed by;

(ii) Certification as Conductor/Yard Conductor, followed by;

(iii) Successful completion of the Belt Pack and CLO training courses, followed by;

(iv) Collective Agreement probationary period.

Note: Notwithstanding the forgoing provisions, in the event a trainee who has been certified as a Conductor/Yard Conductor and is required to perform service in Road or Yard operations prior to the completion of Belt Pack and/or CLO training, the Collective Agreement probationary period will commence from the date the employee performs such service.

(b) Trainees will receive on the job training in road/yard operations with a Designated Trainer. These employees will counsel, assist in the training of, and evaluate Trainees during the training process. 79/=P

(c) In addition, for familiarization training purposes, each Trainee will be assigned with a Designated Conductor Trainer(s), hereinafter be referred to as a Designated Trainers. Designated Trainer's will be mutually chosen from employees currently working the position of conductor/yard conductor. The

designated trainer will submit to the Manager Train Service an evaluation on the Trainees' progr together with specific recommendations which will assist the Company in determining those areas where the candidate requires further assistance. Copies of these progress reports will also be supplied and reviewed with the Local Chairperson.

(d) During such tours the Trainee will assume the Designated Trainer's Conductor / Yard Conductor position. The Designated Trainer will. consistent with the defined evaluation criteria, counsel, oversee the activities of and evaluate the Trainee. All crew members will continue to be held responsible for the safe observation of their train/ movement including the observance of such areas as operating rules, timetable special instructions and other related regulations.

(e) During the practical portion of the training program, each Trainee(s) progress will be monitored by the Designated Trainer's and reviewed on a regular basis with the appropriate Company Officer. Through feedback from the Supervisor and Designated Trainer(s), Trainees will be advised of their progress to date, and which specific areas, if any, that employees require additional effort or counselling. Where required, the Company will make the additional instruction available to the Trainee.

(f) A Trainee who fails to demonstrate the ability to perform the duties associated with the position to the satisfaction of the appropriate officer of the Company or Designated Trainer, may be provided additional instruction or additional training tours. Any Trainee who fails to successfully qualify, upon completion of additional instruction or training, will be dispensed with.

(g) After completing the shifts or tours of duty as outlined in the training program and upon recommendation by the Designated Trainer(s) and the appropriate Officer of the Company, the Trainee will be required to work a minimum of one tour of duty in road service and/or one shift in yard service during which they will be assessed by a Company Officer who will qualify the Trainee as a conductor/yard conductor consistent with the pre-defined criteria. Such Trainee will perform all duties of the regular employee when qualifying.

Note: A Trainee will not be classed as a qualified Conductor / Yard Conductor prior to the six month period defined in paragraph 6 without the concurrence of the Designated Trainer(s).

New employees with former Railway operating experience

108A.9

(a) Former CN Rail employees or employees of other Railroads who have been previously qualified as a conductor or yard conductor within three (3) years of the date of hire may not be required to complete this course, but will be considered as qualified provided they can pass the necessary examinations. CLO and belt pack training will also be provided where necessary. They shall also be required to complete familiarization tours of duty in road and/or yard service prior to working either a reduced crew or in extended run service. The shifts or tours of duty worked shall, where feasible, include each operating area of the yard and where practicable, each subdivision at the home terminal.

(b) Trainees outlined in paragraph 108A.9(a) herein, will be provided with training tours in switching and road/yard operations, the mixture of which shall be locally determined by the appropriate officer of the Company and the Designated Trainer(s).

108A.10

(a) Current employees who have not obtained the requisite 18 or 24 months service and/ or have not yet had the opportunity to qualify as Conductor / Yard Conductor will be provided an opportunity to be examined for promotion to Conductor/ Yard Conductor, as the operation permits. Employees who successfully pass the required examination will be considered as promoted to Conductor / Yard Conductor. Current employees who have not obtained the requisite 18 or 24 months service and/ or

have not yet had the opportunity to qualify as Conductor / Yard Conductor will rank senior to employees with a seniority date subsequent to the signing date of this Agreement. Such employees shall be placed on the Conductor/Yard Conductor seniority list as per their relative standing on the applicable Trainperson/Yard helper seniority list.

(b) The Conductor (Trainee) shall come within the scope of the Collective Agreement at such time as they work their first shift or tour of duty, at which time they will be ranked on the seniority list in the manner applied on each respective General Chairperson's territory. Trainees will be placed on the Conductor's seniority lists behind those employees already in service.

(c) Conductor (Trainee's) governed by this agreement shall not be regarded as permanent until completion of the training program specified herein, including any probationary periods outlined in the Collective Agreement.

(d) A Conductor (Trainee) governed by this Agreement will be considered as on probation until they have completed 90 tours of service. If found unsuitable prior to the completion of the training program or the 90 such tours, the Trainee will not be retained. The Trainee involved will be interviewed and explained the reason for termination. Such action will not be construed as discipline or dismissal but may be subject to appeal by the General Chairperson on behalf of such employee.

Note: In the application of this clause, each twenty four (24) hour period, or less, in which compensated service is performed shall be treated as a separate "tour of duty".

(e) During normal hours of classroom instruction, the General Chairperson or delegate of the United Transportation Union shall be allotted an amount of time to address the Trainees. This presentation time will be mutually agreed time and date.

(f) A Joint Review Committee will be established, consisting of the General Chairpersons or their delegate, h e System Director Operating Practices and another appropriate Officer(s), to review the various aspects of the training course following the completion of the first course and thereafter as the need arises.

ARTICLE 109
Discharged Employees Re-Entering Service

109.1 Employees who are discharged and not re-employed within 6 months will be regarded as new employee, except that an employee who has been discharged for more than 6 months may be reinstated when such action has been sanctioned by the appropriate officer of the Company and the General Chairperson.

ARTICLE 110
Seniority Lists

110.1 District Superintendent (Transportation) or Assistant Superintendent will, on request, furnish the Local Chairperson each month with the names of all employees promoted to conductor yard/road and employees hired as assistant conductor - yard/road during the month, giving dates.

110.2 Seniority lists, corrected to the end of the previous year, shall be posted at terminals prior to March 31 of each year. Separate lists shall be issued for conductors (yard), yard helpers, conductors and assistant conductors on the seniority district and each list shall contain the seniority number, name and seniority date for the employees shown thereon.

110.3 Seniority standings shall be subject to appeal for 60 days after seniority lists are posted. In the ca of employees who are absent through sickness, or who are on leave, the 60-day limitation shall apply from the date of resuming duty.

110.4 A copy of each seniority list shall be furnished to the Local and General Chairperson concerned.

ARTICLE 111
Seniority and Promotion District - Road and Yard Service

111.1 Subdivision:

Aberdeen	Margo
Albreda	Mountain Park
Allanwater	Nechako
Alliance	Oyen
Ashcroft	Preeceville
Assiniboine	Qu'Appelle
Blackfoot	Ram River
Blaine Lake	Rawlison
Brazeau	Redditt
Brooksby	Rivers
Bulkley	Robinhood
Camrose	Robson
Carberry	Rosetown
Central Butte	St. Brieux
Clearwater	Sangudo
Conquest	Skeena
Coronado	Sprague
Cowan	Stettler
Craik	Telkwa
Cromer	Tête Jaune
Demay	Three Hills
Drumheller	Tisdale
Edson	Togo
Elrose	Turnberry
Foothills	Turtleford
Fraser	Vegreville
Glenavon	Wainwright
Grande Cache	Warman
Kitimat	Watrous
Lac La Biche	Westlock
Letellier	Yale
Lewvan	Yorkton

Includes Thunder Bay.
Does not include Armstrong.

ARTICLE 112
Interchangeable Seniority Rights - Road and Yard Service

112.1 The name of each employee who has a seniority date as an assistant conductor (road) prior to January 1, 1972 shall be placed, in seniority order, on the seniority list for assistant conductors (yard) with a seniority date of January 1, 1972. Such an employee shall rank senior as an assistant conductor (yard) to other employees on that list who have a seniority date of January 1, 1972.

112.2 The name of each employee who has a seniority date as an assistant conductor (road) on or after January 1, 1972, shall be placed on the seniority list for assistant conductor (yard) with a seniority date identical to their seniority date as an assistant conductor (road).

112.3 The name of each employee who has a seniority date as an assistant conductor (yard) prior to January 1, 1972 shall be placed in seniority order, on the seniority list for assistant conductors (road) with a seniority date of January 1, 1972. Such an employee shall rank senior as an assistant conductor (road) to other employees on that list who have a seniority date of January 1, 1972.

112.4 The name of each employee who has a seniority date as an assistant conductor (yard) on or after January 1, 1972 shall be placed on the seniority list for assistant conductors (road) with a seniority date identical to their seniority date as an assistant conductor (yard).

112.5 Joint spare boards shall not be established to perform spare work in yard service within Thunder Bay, Winnipeg, Edmonton and Greater Vancouver Terminals. At other locations joint spare boards may be established to perform spare work in both road and yard service subject to the following limitation. Such spare boards shall not be established to perform spare work in Yard service at Saskatoon, Regina, Melville, Kamloops Junction, Prince George and Prince Rupert before the Fall change of timetable in 1978.

112.6 At the locations listed hereunder assignments in road service shall be filled from the conductors' and assistant conductors' seniority lists and regular assignments in yard service shall be filled from the Yard service employees's seniority lists:

Atikokan	Kamloops Junction	Sioux Lookout
Brandon	Melville	Thunder Bay Terminal
Calgary	Melfort	The Pas
Dauphin	North Battleford	Terrace
Drumheller	Portage la Prairie	Vancouver
Edson	Prince Rupert	Winnipeg
Edmonton	Prince Georgewright	Watrous
Fort Frances	Rainy River	Wain
Hudson Bay	Rivers	Yorkton
Hanna	Regina	
Humboldt	Smithers	
Kindersley	Saskatoon	

112.7 If joint spare boards are maintained to perform spare work in yard service at the locations listed in paragraph 112.6 they shall, as far as is practicable, be filled by employees from both the assistant conductors' and yard service employees' seniority lists. The ratio of assistant conductors to yard service employees filling such boards shall, as far as is practicable, be proportionate to the number of employees from the respective seniority lists actually required to perform the service rendered by the spare board during the previous semi-monthly checking period (15th and end of month). The ratio shall be preserved as close as is practicable, when the board is adjusted.

112.8 In the initial filling of a joint spare board at a location listed in paragraph 112.6, assistant conductors (road) and yard service employees shall, as far as is practicable, be uniformly distributed across the board.

For example, if the board required 8 yard service employees and 4 assistant conductors (road), 2 yard service employees would be placed on the board, followed by one assistant conductor (road) and this sequence repeated until the board was filled.

112.9 At locations other than those listed in paragraph 112.6, road service and yard service assignments, as well as joint spare boards, shall be filled by road employees. The conductors' seniority list shall apply to the filling of conductors' (yard) positions and the assistant conductors' seniority list shall apply to the filling of assistant conductors (yard) positions. The filling of positions in yard service assignments shall be governed by the yard service provisions of this agreement. In the application of the yard service provisions to the filling of assignments at the Spring and Fall change of timetable classed conductors shall be considered conductors (yard) as well, and assistant conductors (road) shall be considered assistant conductors (yard) as well. Thereafter, until the next change of timetable, in the application of the yard service provisions to the filling of assignments, classed conductors assigned to yard service or assigned to joint spare boards shall be considered as conductors (yard), and assistant conductors (road) assigned to yard service, assigned to joint spare boards or laid off shall be considered as assistant conductors (yard).

ARTICLE 113
Exercise of Seniority Rights in Road and Yard Service
Removed - Replaced by 746 Agmt. - see Article 107

ARTICLE 114
Preference Rights On Former Promotion Districts

114.1 Train service employees with a seniority date prior to January 1, 1972 who maintain a continuous employee relationship with the Company shall have preference, in seniority order, over other train service employees in the filling of conductor's and assistant conductors' positions available to them as set forth hereunder:

(a) Such train service employees whose names appeared on the seniority list for the former Promotion District No. 1 shall have preference for freight and mixed train service on the following territory:

Subdivisions:

Allanwater	Redditt
Carberry	Rivers
Fort Frances	Sprague
Gladstone	Watrous (between Melville & Watrous)
Kashabowie	Yorkton
Letellier	

Includes Port Arthur, Belmont and Watrous.
Does not include Armstrong.

(b) Such train service employees whose names appeared on the seniority list for the former Promotion District No. 2 shall have preference for freight and mixed train service on the following territory:

Subdivisions:

Aberdeen	Preeceville
Assiniboine	Qu'Appelle
Blaine Lake	Riverhurst
Brooksby	Rosetown
Central Butte	St. Brieux
Conquest	Sherridon
Craik	Thicket
Cromer	Thomson
Elrose	Tisdale
Glenavon	Togo
Hartney	Turnberry
Herchmer	Warman
Imperial	Watrous (between Watrous & Biggar)
Lampman	Wawanesa
Lewvan	Wekusko
Margo	Weyburn
Meskanaw	Whitebear
Northgate	Winnipegosis
Paddockwood	

Includes Brandon and Dauphin.

(c) Such train service employees whose names appeared on the seniority list for the former Promotion District No. 3 shall have preference for freight and mixed train service on the following territory:

Subdivisions:

Acadia Valley	Haight
Alliance	Kingman
Athabasca	Mantario
Battleford	Oyen
Blackfoot	Porter
Bodo	Red Deer
Bolney	Robinhood
Bonnyville	Sangudo
Brazeau	Sheerness
Camrose	Spondin
Coronado	Stettler
Cut Knife	Three Hills
Demay	Turtleford
Dodsland	Vegreville
Drumheller	Wainwright
Endiang	

Includes Biggar, North Battleford, Kindersley and Edmonton Terminals.

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(d) Such train service employees whose names appeared on the seniority list for the former Promoti District No. 4 shall have preference for freight and mixed train service on the following territory:

Subdivisions:

Albreda	Lumby
Ashcroft	Mountain Park
Bulkley	Nechako
Clearwater	Okanagan
Cowichan	Skeena
Edson	Telkwa
Foothills	Tête Jaune
Fraser	Tidewater
Kitimat	Yale

114.2 Conductors (yard) with a seniority date prior to January 1, 1972 who maintain a continuous employee relationship with the Company shall have preference, in seniority order, over other conductors (yard) in the filling of conductors' (yard) positions available to them as set forth hereunder; and yard helpers with a seniority date prior to January 1, 1972, who maintain a continuous employee relationship with the Company, shall have preference, in seniority order, over other assistant conductor (yard) in the filling of assistant conductors (yard) positions available to them as set forth hereunder:

(a) Such yard service employees whose names appeared on the seniority lists for the former Seniority District A shall have preference in Winnipeg, Thunder Bay Terminal, Atikokan, Fort Frances, Sioux Lookout, Dauphin, Hudson Bay, The Pas, Brandon, Rainy River, Portage la Prairie and Rivers.

(b) Such yard service employees whose names appeared on the seniority lists for the former Seniority District B shall have preference in Melville, Yorkton, Regina, Humboldt, Saskatoon, Watrous, Kindersley, North Battleford and Melfort Yards.

(c) Such yard service employees whose names appeared on the seniority lists for the former Seniority District C shall have preference in Edson, Calgary, Hanna, Drumheller, Wainwright, and Edmonton Yards.

(d) Such yard service employees whose names appeared on the seniority lists for the former Seniority District D shall have preference in Vancouver, Kamloops Junction, Prince George, Terrace, Smithers, and Prince Rupert Yards.

114.3 Unless otherwise arranged, mixed and freight train runs extending over more than one of the former promotion districts for mixed and freight service, as shown in paragraph 114.1, will be filled by conductors and train service employees from each of the former promotion districts involved proportionately, as nearly as possible, on a mileage basis. This provision shall apply only to the extent necessary to allow employees covered by paragraph 114.1 an opportunity to exercise the preference granted them by this article.

114.4 The relief work on a conductor's position in an assignment in passenger service which operates between Edmonton and Watrous shall be performed by employees from former mixed and freight Promotion Districts No. 2 and No. 3 on a mileage equalization basis. A Conductor who holds a regular assignment in passenger service shall not be permitted to perform relief work on such an assignment unless the assignment they vacate to perform the relief work can be filled by a Conductor from freight service on Promotion District No. 2 or No. 3. This provision shall apply only to the extent necessary to allow employees covered by paragraph 114.1 an opportunity to exercise the preference granted them by this article.

114.5 Conductors covered by paragraph 114.1 shall have preference, in seniority order, over other conductors for relief work on conductors' positions on assignments in passenger service which originate on the territory of their former freight Promotion District.

114.6 Preference rights established under previous agreements shall not be affected by this article.

114.7 Preference rights established under this article do not apply when:

(a) filling positions for which no applications are received; and

(b) considering senior applicants for training as provided in article 137.

ARTICLE 115
Employees Laid Off

115.1 An employee who is laid off will be given preference of re-employment when staff is increased on the seniority and promotion district and will be returned to the service in order of seniority.

115.2 A laid-off employee who desires to return to the service when work is available must keep the proper officer advised of their address, in writing, in order that they may be readily located.

115.3 A laid-off employee who is employed elsewhere at the time notified to report for duty may, without loss of seniority, be allowed 30 days in which to report, providing:

(a) that it is definitely known that the duration of the work will not exceed 30 days;

(b) that other laid-off employees are available;

(c) that written application is made to the superior officer immediately on receipt of notification to resume duty.

115.4 A laid-off employee who fails to report for duty, or to give satisfactory reason for not doing so, within 15 days from date of notification, will forfeit all seniority rights.

ARTICLE 116
Certificate of Service

116.1 When an employee is discharged or resigns, they will, as soon as possible, be paid, and given a certificate on request, stating time of service and in what capacities they were employed.

ARTICLE 117
Discipline

117.1 No employee will be disciplined or dismissed until the charges have been investigated; the investigation to be presided over by the employee's superior officer. The employee may, however, be held off for investigation not exceeding 3 days, and will be properly notified, in writing and at least 48 hours in advance, of the charges against the employee. Investigations will only be scheduled to start between 0800 and 1700 hours, at the employee's home terminal, or otherwise if mutually agreed upon between the Local Chairperson and the Company.

117.2 Employees may have an accredited representative appear with them at investigations, they will also have the right to hear all the evidence submitted and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on the employee's responsibility.

Questions and answers will be recorded and the employee will be furnished with a copy of the statement taken at the investigation. Employees under Company investigation or his/her accredited representative shall have the right to attend any Company investigation, which may have a bearing on the employee's responsibilities. The employee or their accredited representative shall have the right to ask questions of any witness/employee during such investigation relating to the employee's responsibilities.

117.3

(a) Unless otherwise mutually agreed, employees must be advised in writing of the decision within 28 days from the date the employee's statement is completed. If a decision is not rendered within 28 days, the employee will be considered to be exonerated. When a request for an extension in the time limit is made, concurrence will not be unreasonably withheld.

(b) If not satisfied with the decision, employees will have the right to appeal in accordance with the grievance procedure. On request, the General Chairperson will be shown all evidence in a particular case.

117.4 In case discipline or dismissal is found to be unjust, the employee will be exonerated, reinstated if dismissed, and paid as follows:

(a) Employees who were assigned to a Traffic Coordinator/Yard/Road Switcher position(s) will be paid five (5) days per week (or six (6) days if applicable), or portions thereof – pro-rated, at the basic rate of the respective position held at the time the discipline or dismissal was assessed.

(b) Employees in all other Road Service will be paid 4300 freight miles per month or portions thereof – pro-rated, at the basic rate of the respective position held at the time the discipline or dismissals was assessed.

117.5 When employees are to be disciplined, the discipline will be put into effect within 30 days from the date investigation is completed.

117.6 It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable.

117.7 Employees will not be held out of service pending rendering of decision except in cases of dismissable offences.

117.8 No fines will be imposed on employees.

117.9

(a) Employees will not be taken away from home terminal for investigation except when the situation renders such action unavoidable.

(b) An employee who is instructed to report for investigation at a location other than the 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 rate for passenger service.

ARTICLE 118
Work On Construction Lines

118.1 Canadian National employees required to work on construction lines will be governed by the collective agreement governing the employees on the Canadian National Railways.

118.2 An employee who, with proper consent, temporarily works, for the construction department and is turned in by that department will have the right to place their case before the proper officer of the operating department, who will immediately institute enquiries, and if evidence obtained shows that dismissal is not warranted, the employee will be returned to service.

ARTICLE 119
Expenses Away From Home

119.1 Except as provided in paragraph 119.3 an employee who is required by the Company to move from a main (home) terminal to another main (home) terminal where a shortage of employees exists, will be allowed $18.00 per day where accommodations with cooking facilities are provided, or $28.00 per day where accommodations without cooking facilities are provided, for meals, where such are not provided by the Company or at Company expense..

119.2 The allowance will be paid for each .calendar day such employee works or is available for work at or out of the point where the shortage exists provided such point Is not the employees normal place of residence.

119.3 This article does not apply to an employee moving on the seniority district in the exercise of seniority rights, or upon recall from layoff, or while filling vacancies at subsidiary or outpost stations to the main (Home) terminal except when entitled to the allowance at such main (Home) terminal.

NOTE: Train service employees or yard service employees who, through the application of seniority rules,. are forced account no applications received to fill a position as train service employee or yard service employee on a regular or temporary assignment which is home terminalled at a location which is subsidiary or outpost to their home station will be permitted, if accommodation is required, to stay in Company rest house facilities at the location if available, and, if there are none, accommodation will be supplied. This arrangement will prevail providing the location of the assignment is not the employee's normal place of residence and the distance from the city or town hall at their 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 Note will receive an allowance of $18.00 per day where accommodations with cooking facilities are provided, or $28.00 per day where accommodations without cooking facilities are provided, for meals for each day the employee is held at that location to protect the assignment.

119.4 Employees protecting shortages either through bidding or from furlough boards will be entitled to:

(a) Transportation will be provided to the shortage location, including air travel where required as determined by the Company;

(b) Employees will be provided with adequate accommodation and when required transportation to and from work;

(c) Employees will be provided transportation to and from their home location as outlined in sub-paragraph 119.4(a) when off for miles in road service or on joint spare boards or upon the completion of 30 days in yard service at the shortage location;

(d) Employees protecting shortages may have their monthly mileage date temporarily altered to regulate the release of employees off for miles at appropriate intervals.

ARTICLE 120
Submission of Time Return and Non-Allowance of Time Claimed

120.1 When the Company so requires, conductors and conductor (yard) will, on completion of shift or tour of duty, complete time return for themselves and crew and submit same to the proper officer of the Company.

120.2 When the Company so requires, employees will complete and submit time returns:

(a) for General Holiday pay claims, provided the employee qualifies under the provisions of article 128, not later than 30 days following the date of such holiday;

(b) for annual vacation pay claims, prior to commencement of such vacation;

(c) in all other instances, not later than 30 days following the occurrence.

120.3 When there is a question regarding time or mileage to be paid for, any portion not in dispute will be paid and each member of the crew advised within 60 calendar days from the date of receipt of ticket regarding the portion which is not allowed together with reason why not allowed, otherwise such claim will be paid.

120.4 In cases where all time or mileage claimed on any time return is disallowed, such time return will be within 60 calendar days returned to the employee through the proper officer of the Company, otherwise such claim will be paid. When a time return is returned, each employee whose name appears thereon will also be advised.

120.5 The time limits specified in paragraph 120.2 will be extended when necessitated by an employee's absence due to bona fide illness or injury.

120.6

(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. Employees who are not required to submit time returns may make such request initially by telephone or faxmittal. The voucher will be issued within three working days (i.e., excluding week-ends and General Holidays) of the employee's request provided that:

(i) the amount short paid is equivalent to or more than a basic day;

(ii) the time return involved, if any, was submitted promptly in accordance with the provisions of this article; and

(iii) in the case of an initial request by telephone, the original of the written request has been received.

In the case of a request by faxmittal, a voucher will be issued within the three days referred to above. However, the original copy of the designated form must subsequently be forwarded to the designated officer.

Vouchers will not be issued in respect to:

(i) maintenance of earnings claims;

(ii) claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

ARTICLE 121
Grievance Procedure

121.1 A grievance concerning the interpretation or alleged violation of this agreement (including one involving a time claim) shall be processed in the following manner:

An appeal against discharge, suspension, restrictions, including medical restrictions, demerit marks in excess of 30, or demerit marks which result in discharge for accumulation of demerits, 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 60 calendar days from the date of cause of grievance the employee or the Local Chairperson may present the grievance in writing to the immediate supervisor, who will give a decision in writing within 60 calendar days of receipt of grievance. Time claims which have been declined or altered by an immediate supervisor or delegate, will be considered as being handled at Step I.

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

Within 60 calendar days of the date of the decision under Step 1, or in the case of an appeal against discipline imposed within 30 calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairperson or the General Chairperson 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 specific provisions involved. The written statement in the case of an appeal against discipline imposed shall outline the Union's contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within 60 calendar days of receipt of the appeal.

(c) Step 3 - Appeal to Vice-president

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

The appeal shall be accompanied by the Union's contention, and all relevant information concerning the grievance and shall be examined in a meeting between the Vice-president, or delegate, and the General Chairperson. The Vice-president shall render his decision in writing within 30 calendar days of the date on which the meeting took place. Should the Vice-president consider that a meeting on a particular grievance is not required, he or she will so advise the General Chairperson and render the decision in writing within 60 calendar days of the date of the appeal.

Final Settlement of Disputes

121.2 A grievance which is not settled at the Vice-president's Step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

121.3 A request for arbitration shall be made within 60 calendar days from the date decision is rendered in writing by the Vice-president by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

General

121.4 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 contentions 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 **121.5,** be progressed to the next step in the grievance procedure.

121.5 In the application of paragraph 121.1 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.

121.6 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 Chairperson concerned in writing:

121.7 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of 90 calendar days prior to the date that such grievance was submitted at the first applicable Step of the grievance procedure.

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

121.9 When a recorded conversation may be relevant to the disposition of a grievance, the Local Chairperson may make a request to hear a specific recorded conversation. Such requests must be made within 60 days from the date of the conversation. Arrangements will then be made to permit the Local Chairperson to listen to the recorded conversation. (Refer to Addendum # 57)

121.10 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 60 calendar days be referred to an Arbitrator as outlined in the 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.

ARTICLE 122
Imperfection of Sight or Hearing

122.1 An employee taken out of service on account of imperfection of sight or hearing will have an opportunity of re-examination in the presence of representatives of the Company and Union before an ear or eye specialist satisfactory to both parties, and if the specialist finds the employee's sight or hearing to be within the requirements of the Board of Transport Commissioners, the employee will be re-instated and paid for time lost.

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ARTICLE 123
Held For Investigation Or Company Business

123.1 Employees held for Company's investigations or on Company business on the order of the proper officer, will be paid as provided in paragraphs 123.2 and 123.3.

123.2 Employees 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) on the basis of 1/8th of the daily rate applicable to the service in which usually engaged.

123.3 Employees 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. Employees 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.

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

123.5 In the application of this article, no allowance will be made for deadheading.

123.6 Insofar as employees on joint spare boards are concerned, the applicability of this article and the daily rate to be applied shall be determined on the basis of the service last performed.

Company Initiated Meetings

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123.7 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)** 75 miles or 4 hours if in passenger service; or
- **(ii)** 50 miles or four hours if in freight service; or
- **(iii)** 4 hours if in yard service; or
- **(iv)** for time in excess of four hours, pro-rata payment on a minute basis;
- **(v)** payment hereunder will be at the rate of pay for the position and the class of service last performed.

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

(d) 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.

ARTICLE 124
Employees Held Off Duty to Attend Court or Coroner's Inquests on Legal Cases in Which the Company is Involved

124.1 Employees held off duty by order of the Company's Officials to attend court or coroner's inquests on legal cases in which the Company is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation and paid as provided in paragraphs 124.2 and 124.3.

124.2 Employees in assigned service will be paid for actual time lost; when no time is lost they 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) on the basis of 1/8th of the daily rate applicable to the service in which usually engaged.

124.3 Employees 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 the time required to report or to deadhead) on the basis of 1/8th of the daily rate applicable to the class of service in which usually engaged. If employees lose their turn pay will be allowed for a full day of 8 hours or for actual time lost when such time can be clearly determined.

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

124.5 In the application of this article no allowance will be made for deadheading.

124.6 Any court witness fees and mileage will be assigned to the Company.

124.7 Insofar as employees on joint spare boards are concerned, the applicability of this article and the daily rate to be applied shall be determined on the basis of the service last performed,

ARTICLE 125
Payment For Examinations

Periodic Medical Examinations

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

Note: Employees will be required to advise their respective Crew Management Center sixty (60) days in advance of the date of their scheduled periodic medical. An employee will not be required to change their periodic medical and if it results in the employee having to lose time in order to undergo the examination, such employee will be paid pursuant to Article 123 of Agreement 4.3. If an employee voluntarily exercises his seniority within the sixty days, and misses work due to the medical appointment, payment will be made pursuant to Article 125 of Agreement 4.3.

(Refer to Addendum No. 17)

Periodic Rules Examinations

125.2 Employees required to take a periodic rules examination during their off-duty hours shall be allowed payment on the following basis:

(a) An employee required to take a periodic "B" or lower class rules examination in the Uniform Code of Operating Rules or its successor shall be allowed 3 hours pay on the basis of 1/8th of the daily rate applicable to the service last performed.

(b) An employee required to take a periodic examination in the subjects mandated by the Railway Employee Qualification Standards Regulations, including the Uniform Code of Operating Rules or its successor, shall be allowed 8 hours pay on the basis of 1/8th of the daily rate applicable to the service last performed.

(c) 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 Rules Examiner.

(Refer to Addendum No. 62)

ARTICLE 126
Jury Duty

126.1 An employee summoned for jury duty and who is required to lose time from their assignment as a result thereof shall be paid for actual time lost less the amount allowed 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 furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(b) The number of working days for which jury duty pay shall be paid is limited to a maximum of 90 days in any calendar year.

(c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted their vacation dates will not be required to change their vacation because they are called for jury duty.

(d) Notwithstanding the provisions contained in the last sentence of sub-paragraph 126.1(c), an employee's annual vacation will, if requested, be rescheduled if it falls during a period of jury duty.

ARTICLE 127
Annual Vacation

127.1 An employee who at the beginning of the calendar year is not qualified for vacation under paragraph 127.2 will be allowed one calendar day's vacation for each 26 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 127.2.

127.2 Subject to the provisions of paragraph 127.3, 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

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compensated service in 30 calendar months, calculated from the date of entering service, shall h 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 127.4.

127.3 An employee covered by paragraph 127.2 will be entitled to vacation on the basis outlined therein if on their fourth or subsequent service anniversary date they have rendered compensated service in 40 calendar months; otherwise their vacation entitlement will be calculated as set out in paragraph 127.1. 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 their next vacation, the adjustment will be at time of leaving.

4-9

127.4 Subject to the provisions of paragraph 127.5, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years and who has rendered compensated service in 90 calendar months, calculated from the date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days; during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 127.6.

127.5 An employee covered by paragraph 127.4 will be entitled to vacation on the basis outlined therein if on their tenth or subsequent service anniversary date they have rendered compensated service in 100 calendar months; otherwise vacation entitlement will be calculated as set aut in paragraph 127.2. 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 their next vacation, the adjustment will be made at time of leaving.

5-19

127.6 Subject to the provisions of paragraph 127.7, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and who has rendered compensated service in 190 calendar months, calculated from date of entering service, shall have their 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 127.8.

127.7 An employee covered by paragraph 127.6 will be entitled to vacation on the basis outlined therein if on their twentieth or subsequent service anniversary date they rendered compensated service in 200 calendar months; otherwise their vacation entitlement will be calculated as set out in paragraph 127.4. 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 their next vacation, the adjustment will be made at time of leaving.

6-28

127.8 Subject to the provisions of paragraphs 127.9 and 127.10, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and who has rendered compensated service in 280 calendar months, calculated from date of entering service, shall have vacation scheduled on the basis of one calendar day's vacation for each 8-2/3 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

127.9 An employee covered by paragraph 127.8 will be entitled to vacation on the basis outlined therein if on their twenty-ninth or subsequent service anniversary date they have rendered compensated service in 290 calendar months; otherwise their vacation entitlement will be calculated as set out in paragraph 127.6. 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 their next vacation, the adjustment will be made at time of leaving.

127.10 In the application of paragraph 127.8, 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.

127.11 In computing service under paragraphs 127.1 to 127.9 inclusive, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

127.12 Subject to the provisions of paragraphs 127.3, 127.5, 127.7 and 127.9, an employee who is retired, leaves the service of their own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to their service entitlement calculated as provided for in paragraphs 127.1 to 127.9 inclusive, for any vacation due up to the time of termination of service.

127.13 An employee who at the time of termination of their service has not qualified for vacation as provided for in paragraph 127.1 shall be paid 4% of their gross earnings for the calendar year in which service is terminated.

127.14 An employee who leaves the service of their 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 127.1 to 127.9 inclusive.

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

127.16 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.

127.17 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 127.1 to 127.9 inclusive.

Note: The phrase "except on a full time basis" does not apply to employees granted a leave of absence pursuant to paragraph 130.1.

127.18

a) Time off due to layoff, bona fide injury or Illness, maternity or paternity leave, or attendance to organization business shall be credited with such time as days worked and/or available for service during the preceding year when calculating vacation allotment.

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

127.19 An employee who has become entitled to a vacation with pay shall be granted such vacation w 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.

127.20 Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Company.

127.21 The preference provided under paragraph 127.20 shall be based on the seniority of an employee in the service to which assigned as of January 15 of each year, i.e., road service or yard service. An employee who is in a different service at the time allotted for vacation than that assigned on January 15 shall forfeit the preference provided in this paragraph and shall take vacation at a time prescribed by the Company. For the purpose of this paragraph, service on a joint spare board will be considered road service.

127.22 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company Officer in charge and will continue vacation if within scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper Officer of the Company and the Local Chairperson of the Union.

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

127.24 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 127.22 and 127.23, the employee 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 the originally scheduled vacation period on which the employee performs service or is available for service, one-seventh of 1% of the employee's gross wages during the preceding calendar year, payable during the period of rescheduled vacation dates.

The rescheduled vacation with pay to which entitled will be granted at a mutually agreed upon later date. This paragraph 127.24 does not apply where rescheduling is a result of an employee exercising seniority to a position covered by another vacation schedule.

127.25 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 employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

ARTICLE 128
General Holidays

128.1 An employee who qualifies in accordance with paragraph 128.2 shall be granted a holiday with pay on the following general holidays:

New Year's Day
January 2nd.
Good Friday
Canada Day
Victoria Day
Civic Holiday (first Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

12a = 11

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 January 2nd.

128.2 In order to qualify for pay on any of the holidays specified in paragraph 128.1, an employee shall have completed 30 days of continuous employee relationship and in addition:

(a) shall commence a shift or tour of duty on the general holiday; or

(b) except as provided by sub-paragraph (f), shall be entitled to wages for at least 10 tours of duty during the 30 calendar days immediately preceding the general holiday;

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 tours of duty referred to in this sub-paragraph (b); and

(c) unless cancelled, shall be available for duty on such holiday if it occurs on one of their work days excluding vacation days.

This sub-paragraph (c) shall not apply in respect of an employee who is laid off or 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.

Note: Assigned employees who are notified by bulletin that their assignment is to be cancelled on a general hotiday, 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.

(d) In the application of sub-paragraph (b) of this paragraph 128.2, a regularly 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 (b) of this paragraph, an employee assigned to a reg 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.

(f) In the application of sub-paragraph (b) of this paragraph, an employee who reaches their maximum monthly mileage during the 30 calendar days immediately preceding the general holiday, provided they available for work subsequent to their mileage date during the remainder of this 30-day period immediately preceding the general holiday and on the holiday, will not be disqualified from general holiday pay on the basis of not accumulating the required 10 tours of duty in the 30 calendar days immediately preceding the general holiday.

(g) In the application of sub-paragraph (b) of this paragraph, an employee who is absent from a shift(s) or tour(s) of duty because of being granted leave for Union business to attend a Company initiated meeting, will include such days absent in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

128.3 A qualified employee whose vacation period coincides with a general holiday specified in paragraph **128.1** shall be paid the amount specified for their classification in paragraph **128.5.**

128.4 An employee who does not qualify under paragraph **128.2** with respect to pay for a general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of this agreement.

128.5 An employee qualified under paragraph 128.2 and who is not required to work on a general holiday shall be paid in accordance with the following:

(a) an assigned yard service employee shall be paid 8 hours' pay at the straight- time rate of the position they would have filled had their assignment worked on the holiday;

(b) a spare yard service employee shall be paid 8 hours' pay at the assistant conductor (yard) straight-time rate.

(c) A Conductor, Baggage Handler or Assistant Conductor shall be paid an amount equal to their earnings, exclusive of overtime, for the last tour of duty worked prior to the general holiday, provided that in the case of an employee paid at passenger rates, if such amount is less than the equivalent of **150** miles at the rate applicable to passenger service, the equivalent of 150 miles shall be paid.

128.6 An employee qualified under paragraph 128.2 and who is required to work on a general holiday shall, at the option of the Company;

(a) be paid in addition to the pay provided in paragraph 128.5, at a rate equal to one and one-half times their regular rate of wages for the shift or tour of duty worked on that holiday. When more than one shift or tour of duty is worked by an employee on a general holiday, the provisions of this sub-paragraph (a) shall apply to the first shift or tour of duty only; or

(b) be paid for work performed on the holiday in accordance with the provisions of this agreement, and in addition shall be given a holiday with pay at the rate specified in paragraph **128.5** on the first calendar day on which the employee is not entitled to wages following that holiday;

(c) in the application of this paragraph, yard service employees shall be paid in accordance with sub-paragraph (a) and sub-paragraph (b) of this paragraph **128.6** will not apply to such employees.

128.7 Shifts or tours of duty commencing between 2400 hours and 2359 hours, both inclusive, on the general holidays specified in paragraph 128.1 shall be considered as work on that holiday.

128.8 For the purpose of payment provided in paragraph 128.5, an employee on a joint spare board will be compensated in accordance with sub-paragraph (b) of paragraph 128.5 if the last service performed prior to the holiday was yard service, and in accordance with sub-paragraph (c) of paragraph 128.5 if the last service performed prior to the holiday was road service.

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

128.10 Holiday payments made under this article to employees in suburban service shall be in addition to the monthly guarantee.

128.11 The application of this article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

128.12

(a) On runs specified in paragraph 36.2, 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 36.2, 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.

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

ARTICLE 129
Bereavement Leave

129.1 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. 12d3 P=5

129.2 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.

129.3 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 (10) the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.

(Refer to Addendum No. 56)

ARTICLE 130
Leave Of Absence

For Elective Union Positions

130.1 Employees elected to Grand Lodge Office or as a General or Local Chairperson, or as a delegate to any Union activity requiring leave of absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted. Application for, or renewal of such leave must be made by the Union to the Vice-President of the Region on which the applicant is employed. Pass transportation will be granted in accordance with Company policy.

For Appointive Union Positions

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

For Other Reasons

130.3 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.

130.4 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.

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

ARTICLE 131
Resuming Duty After Leave of Absence

131.1 Employees absent for any reason will report ready for duty at least three hours in advance of the starting time of their regular assignment. Employees will not be allowed to resume duty unless they have complied with the requirements of this paragraph.

131.2 If at the time a train service employee reports for duty after having booked off or upon returning from a leave of absence, their crew has made more than one round trip away from home, or has been more than 48 hours in work train service, the employee may be allowed to join the crew, and start work on the first tour of duty which commences subsequent to arrival at the work location. No payment for deadheading will be allowed in connection with the application of this paragraph 131.2.

131.3 In the event a crew in work train service has not tied up in 48 hours such train service employee may, upon arrival, change off with the displaced train service employee during that tour of duty. In that event, the names of both train service employees shall appear on the time return covering such tour of duty, and the earnings will be computed on the same basis as though the displaced train service employee had performed the entire tour of duty; the earnings therefore will be apportioned between the two train service employees on the basis of the service rendered, as they may mutually agree, otherwise the apportionment will be made on the basis of time actually on duty.

ARTICLE 132
Protection of Seniority

132.1 Employees on authorized leave of absence, filling excepted positions as Company Officers (except as provided in 132.2, 132.3 and 132.4), other non-schedule positions, or positions as Traffic coordinator or Assistant traffic coordinator with the Company, will retain and accumulate Conductors', Assistant Conductors' and Yard Service Employees' seniority rights.

132.2 Effective April 09, 2002 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.

132.3 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.

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

a) Any UTU member who accepts a management position after the date of ratification will continue to accumulate seniority for up to one calendar year. Upon completion of one calendar year such employee will be permanently removed from the UTU seniority list(s).

b) In the application of sub-paragraph a) herein, any Company Officer who returns to the ranks and subsequently accepts a management position will be immediately and permanently removed from the UTU seniority list(s).

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

132.5 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; 10.1
2. Severance, or;
3. Relocation

ARTICLE 133
DELETED

ARTICLE 134
Life Insurance Upon Retirement

134.1 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 135
Benefit, Dental and Extended Health Care Plans

Benefit Plan for Train and Engine Service Employees

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

Dental Plan

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

Extended Health Care Plan

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

ARTICLE 136
Electric Lanterns

136.1 Employees must provide themselves with a white electric lantern. The electric lanterns, bulbs and batteries must be of a standard prescribed by the Company, and the lanterns must be equipped with not less than 2 white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

136.2 Employees will be furnished white electric lanterns by the Company upon signing a payroll deduction order for the actual cost of the lantern supplied, not including the cost of bulbs and batteries. Deduction will be made from their pay cheque on the current payroll.

136.3 Employees, who prior to June 1, 1959, have provided themselves with electric lanterns, may continue to use them until they are worn out, provided such lantern is of a satisfactory type and contains 2 serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern, as required under the provisions of paragraph 136.1.

136.4 When an employee leaves the service of the Company, whether voluntarily, discharged or by death, the lantern if in satisfactory condition, may be returned to the Company whereupon the amount of deposit, made when their lantern was issued, shall be refunded to the employee, or his estate.

136.5 Replacement of lanterns issued by the Company will be made without cost to the employee under the following conditions:

(a) when worn out or damaged in the performance of Company service, upon return of the lantern:

(b) when stolen while employee is on the premises of the Company without neglect on the part of the employee;

(c) when destroyed in the performance of duty.

136.6 The Company will maintain at convenient locations, a supply of bulbs and batteries, to be drawn as required upon presentation of those worn out or broken, without cost to the employee.

136.7 In the event that due to conditions beyond the control of the Company it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the

Company shall thereby be relieved of compliance with the provisions of this agreement to the extent. such inability makes it impossible to comply herewith.

ARTICLE 137
Engine Service Employee

137.1 The conditions contained in this article will apply where the employees designated herein are used as a source of applicants for training as locomotive engineers.

137.2 Subject to the provisions of paragraph 137.3, senior classed conductors (road/yard) will be given full and unprejudiced considerations in the selection by the Company of candidates to accept training under the terms of this Article.

137.3 Bulletins calling for applications for selection as trainees will **be** issued **to** classed conductors (road/yard) **on** their respective seniority territories west of Armstrong, Ontario and Thunder Bay, Ontario including Thunder Bay. Such bulletins will indicate the Locomotive Engineers' seniority district on which successful candidates will be required, when qualified, to work as Locomotive Engineers. The following arrangements will apply when selecting employees for classes:

(a) 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 engineer, wilt be placed on said seniority district.

(b) 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.

137.4 The Company may bulletin for locomotive engineer trainees for terminals where a shortage of locomotive engineers exists or **is** expected to exist. Senior qualified conductors (road/yard) on the bulletin territory who make application therefore will be given full and unprejudiced consideration in the selection of candidates even though they may be junior to other candidates who also make application on the same bulletin for training at other locations.

137.5 **An** employee who makes application and **is** trained **as a** locomotive engineer ***at a*** particular home station in accordance with paragraph 137.4 will, at the time they become qualified, establish that location as their home station as locomotive engineer and, if not already permanently assigned there, be considered as transferring their permanent clearance to that location. Thereafter the seniority provisions of the Collective Agreements will apply.

137.6

(a) In the application of paragraph 137.4, all candidates having greater seniority than the junior employee selected to attend a particular training course will, upon becoming qualified as a locomotive engineer, be promoted to the locomotive engineers' seniority list as if trained and qualified on that course provided they successfully qualify as **a** locomotive engineer on the first course attended.

(b) Candidates whose seniority as locomotive engineers is protected in accordance with sub-paragraph 137.6 (a) will be **so** advised in writing. The names **of** such candidates will be recorded and kept **on** file. The General Chairperson and the Local Chairperson will be kept advised in writing on an on-going basis of the names of employees **so** recorded and the dates of the course from which held off.

(c) Candidates whose names have *been* **so** recorded will *not* be required to re-apply for training on subsequent courses. Subject to the provisions of paragraph 137.4, such candidates will he given

full and unprejudiced consideration in the selection of candidates for subsequent courses in the order in which they will be promoted to the locomotive engineers' seniority list. When so selected for a subsequent course, they will be notified a sufficient time in advance of the commencement of the course.

(d) Notwithstanding the provisions of sub-paragraph **137.6** (c), candidates whose names have been recorded may apply for a subsequent course, if they so desire, when the Company bulletins for locomotive engineer trainees for a particular terminal in accordance with the provisions of paragraph **137.4.** This will not affect their relative standing on the locomotive engineers' seniority list.

137.7 Each senior candidate who, but for the application of paragraph **137.4,** would have attended a particular course, will be afforded the Special Allowance specified in paragraph **137.18** under the conditions set out therein from the first day that the junior candidate selected in their stead for that course is qualified as a locomotive engineer.

137.8 Each senior candidate held off training pursuant to paragraph **137.4** who subsequently exercises seniority to a terminal where a junior candidate to that or subsequent courses has been qualified as locomotive engineer and is working as such will be so advised. Upon written request and notwithstanding the provisions of paragraph **137.4,** they will be given preference on the next course over other candidates for training as locomotive engineer on the applicable locomotive engineers' seniority district or territory. An employee submitting such written request must be permanently assigned to such terminal at the time the training course is to commence.

137.9 Candidates will be considered qualified as Locomotive Engineers on the successful completion of the Company's training course: If during the training course the Company determines that a candidate is not suitable for promotion to Locomotive Engineer, training will be discontinued and the employee will be advised in writing of the reason for disqualification.

137.10 During the period of time, that a candidate is assigned to the Company's training course the following conditions will apply:

(a) the employee will make himself available for training as required and will be paid therefore at an all inclusive rate per calendar week as follows:

	EFFECTIVE	
Jan. 1/04	**Jan. 1/05**	**Jan. 1/06**
$	**$**	**$**
939.39	967.57	996.60

(b) the employee will not be considered as being in a road or yard service classification, and will be subject only to the provisions governing Vacations, Health and Welfare, and Bereavement Leave in this Agreement. The employee will also be subject to the Union Dues Agreement;

(c) away-from-home accommodation will be provided when reasonably required;

(d) the employee will be allowed $6.00 per day for meals where such are not provided;

(e) the employee will be allowed an additional sum of money equal to one-seventh of the all-inclusive rate referred to in sub-paragraph (a) of this paragraph for each General Holiday which falls during the period of time assigned to the Company's training course.

137.11 Candidates who have qualified as locomotive engineers shall thereafter be known as Engine service employees and shall be designated by the letters ESE which will be shown opposite their names on the seniority lists where their names appear.

137.12 Junior engine service employees selected, trained and qualified pursuant to paragraph 137.4 will not be permitted to work as a locomotive engineer at any terminal other than the one for which selected where there are senior candidates to the same or a previous course not yet qualified as locomotive engineers. In this respect, the names of such engine service employees will be suitably noted on the seniority list until such time as all such senior candidates to the same or previous courses have similarly qualified as a locomotive engineer.

137.13 Notwithstanding the provisions of paragraph 137.12, junior engine service employees may be permitted to work at such other terminal referred to in paragraph 137.12 when an additional shortage arises. In such cases, those senior candidates referred to in paragraph 137.12 shall be afforded loss of earnings in accordance with the following:

(a) if such junior engine service employee is called to work as a locomotive engineer on a tour of duty basis, the candidate who, upon becoming qualified will be senior on the locomotive engineers' seniority list and who is available will be paid actual time lost.

Note: In the application of sub-paragraph 137.13 (a), "actual time lost" is the difference between what the senior candidate available would have earned for that tour of duty or round trip had they been qualified as a locomotive engineer and what they actually earned, or could have earned had they not held themselves unavailable or booked in excess of 14 hours rest, on any tour or tours of duty commencing during the time that such junior employee was working as locomotive engineer.

(b) if such junior engine service employees are set up on the locomotive engineers' working list, each senior candidate who would have been so set up will be paid:

(i) if such engine service employee is set up on a regular assignment, the difference between locomotive engineer's earnings for the month, or portion thereof, and what such senior candidate actually earned during that period; or

(ii) if such engine service employee worked as a locomotive engineer in unassigned service, the difference between an amount per month, or pro-rated portion thereof, equivalent to maximum mileage for unassigned locomotive engineers with an average weight-on-drivers of 700,000 to 750,000 pounds and what such senior candidate actually earned during that period.

Note 1: All compensation paid to each senior candidate under this Agreement and Agreement 4.2 for the month, or portion thereof, that junior employees are set up on the locomotive engineers' working list will be used to offset any payments pursuant to the provisions of sub-paragraph 137.13 (b).

Note 2: Should a senior candidate hold themselves unavailable, or book in excess of 14 hours rest thereby missing an assignment, any payment made pursuant to sub-paragraph 137.13 (b) will be reduced by the amount of the earnings they would otherwise have earned.

Note 3: No deduction will be made pursuant to Note 2 for an assignment missed as a result of booking in excess of 14 hours rest in instances when such senior candidate earns their maximum monthly mileage. It is understood that senior candidates wishing the benefits of this Note 3 will not submit claims pursuant to sub-paragraph 137.13 (b) until the end of their mileage period.

137.14 An engine service employee who is not working as a locomotive engineer may be held back from the position to which assigned to protect work as the second employee in the cab of a conventional passenger train. If so held and not used they employee will be paid the earnings of the position to which assigned, unless assigned to the spare board when the employee will be paid 100 miles for each 8 hours or part thereof and stand first out on the board (time held will be computed from the time compensation would have commenced on the tour of duty from which held back).

137.15 An engine service employee who is not working as a locomotive engineer will be permitted to exercise seniority to any position governed by this agreement with due regard to the provisions of paragraphs **45.9** and **45.10** of article **45.** Should an engine service employee be assigned to a assistant conductor's position in through freight service, they shall work on the position of Head-End Assistant Conductor, due regard being had to the preference of the senior assistant conductor in that crew. In the application of this paragraph, an engine service assistant conductor will not be required to work the Head-End position when in road switcher, wayfreight or work train service.

137.16 Engine service employees will submit a **746** at the time they become qualified for promotion to locomotive engineer and at each change of timetable. Engine service employees who do not desire to accept calls for work as a locomotive engineer on a tour of duty basis will so notify their supervisor in writing at the time they become qualified for promotion to Locomotive Engineer, at each change of timetable. Engine service employees who do not advise their supervisor in accordance with the previous sentence will, when available for service, be called as required in seniority order to protect work as locomotive engineers. If there are no such engine service employees available when service as a locomotive engineer is required, the junior available engine service employee's who have advised their supervisor in accordance with the first sentence of this paragraph will be called and must accept such service. In the event that engine service employees fail to respond to a call on a tour of duty basis, they will not be considered as available for service in any capacity until such time as the employee accepting the call has returned and is released from duty at that terminal. The foregoing penalty provision will not apply when there are no other qualified employees available to protect a position on which the engine service employee can be used, nor will it apply when another employee accepts the call under the provisions of this article.

Note: The maximum period that an employee will be considered as unavailable for service in any capacity, in accordance with paragraph **137.16**, is 24 hours.

137.17 When an engine service employee who is not working as a locomotive engineer is held back from the position to which assigned to protect work as a locomotive engineer on a tour of duty basis, if so held and not used, be paid the earnings of the position to which assigned, unless they are assigned to the spare board when they will be paid **100** miles for each **8** hours or part thereof and stand first out on the board (time held will be computed from the time compensation would have commenced on the tour of duty from which held back).

137.18 An engine service employee who is required to fill a position under the terms of paragraphs **137.14** or **137.15** will perform the duties required of them as a member of the train crew and will assist the locomotive engineer in engine service duties as required. Such an engine service employee will be paid a special allowance over the basic daily rate applicable to assistant conductors in the service performed of:

	EFFECTIVE	
Jan. 1/04	**Jan. 1/05**	**Jan. 1/06**
$	**$**	**$**
5.22	5.38	5.54

137.19 **An** engine service employee will be required to perform service as a locomotive engineer, in accordance with the Agreement governing that classification, in preference to performing service in classifications covered by this Agreement, except as otherwise provided in paragraph 137.16. Should an engine service employee who has established seniority as a locomotive engineer lose such seniority for any reason they will also forfeit their right to work as an engine service employee.

137.20 An engine service employee may relinquish their status as such for justifiable cause only with the prior concurrence of the proper officer of the Company and the General Chairperson.

137.21 An engine service employee who, for any reason, forfeits or otherwise loses their right to work as such, will thereafter not be permitted to make application for selection as an engine service employee unless such application is agreed to by the proper officer of the Company and the General Chairperson.

137.22 Engine service employees while working as locomotive engineers will retain and continue to accumulate seniority under this agreement and their names will continue to appear on the appropriate seniority lists, provided seniority rights are asserted within 30 calendar days after release from employment as locomotive engineer.

137.24 The provisions of this article shall prevail notwithstanding provisions in this agreement which may be in conflict with or restrict the full application of the provisions hereof.

Engine Service Training - Extended Runs

137.25

(a) Upon graduation from the Company's locomotive engineer training school, those graduates whose seniority will allow them to hold work as road conductors, will revert to those positions. They will perform the duties of the conductor, and when those duties permit, they will receive on the job training to become qualified as locomotive engineers.

(b) Those graduates whose seniority does not allow them to hold work as road conductors at their respective home terminals will be trained and qualified as yard locomotive engineers. To become fully qualified, such employees must at first opportunity when their seniority allows, or at Company option, complete the road portion of the training. Employees who cannot hold work as road conductors and who, at the Company's option complete the road portion of the training will train as an additional employee in the cab and will be compensated at the following rate per calendar week and in addition will be entitled to a $6.00 per day meal allowance:

EFFECTIVE		
Jan. 1, 2004	Jan. 1, 2002	Jan. 1, 2006
$ 939.39	$ 967.57	$ 996.60

(c) Those graduates whose seniority does not allow them to hold work as road conductors at their respective home terminals and whose home terminals do not have yard assignments will train as an additional employee in the cab and will be compensated at the following rate per calendar week and in addition will be entitled to a $6.00 per day meal allowance:

EFFECTIVE		
Jan. 1, 2004	Jan. 1, 2005	Jan. 1,2006
$	$	$
939.39	967.57	996.60

(d) Qualified locomotive engineers who when cut back are working as Conductors, will be entitled to a special allowance of $1.00 per hundred miles or portion thereof in addition to all other earnings for the tour of duty. This payment is for assisting with the engine service duties.

Conductors Operating Locomotives - Freight Road Service

(e) In addition to the regular locomotive engineer training program, a new abbreviated engine service training program will be conducted for Conductors hired prior to June 30, 1990, who do not wish to become fully qualified Locomotive Engineers. Such employees must accept training and be properly trained to qualify to operate a locomotive when accompanied by a Locomotive Engineer.

(f) Subject to the provision of this Article, and the CROR, senior classed conductors will be given full and unprejudiced consideration by the Company to accept training to become qualified to operate the locomotive, when other duties permit.

Conductors who have successfully completed the modified Locomotive Engineers training course will be considered qualified and may operate a locomotive, when they are in the presence of a qualified Locomotive Engineer.

(h) Working conductors who have completed the abbreviated engine service training program will be entitled to payment of $1.00 per hundred miles or portion thereof, in addition to all other earnings and allowances specified in article 137.18 for the tour of duty. This payment is for assisting with the engine service duties.

(i) The payment specified in paragraphs (d) and (h) will not apply to more than one member of the crew in which case the senior member of the crew will be paid.

(Refer to ADDENDUM NO. 64)

ARTICLE 138
Engine Hostlers

Note: In applying the rates set out in this article 138, the provisions of article 133 shall apply in respect of employees hired on or after March 1, 1988.

138.1 The conditions contained in this article will apply where the employees designated herein are used to fill positions of Engine Hostlers.

138.2 When the company requires the services of employees designated herein to work as Engine Hostlers, commonly known as Outside Hostlers, notice will be posted at the terminal where such services are required, calling for applications from employees who have written the "A" book of rules to train for Engine Hostlers' positions.

138.3 Applicants for training will be selected on the basis of their earliest seniority date on the assistant conductors' seniority list or yard helpers' seniority list.

138.4 Employees selected for training will be compensated 8 hours at the assistant conductor (yard) hourly rate of pay for each day spent in training.

138.5 Subject to meeting company's requirements and regulations and upon successful completion of the training, qualified Engine Hostlers shall have designated "EH" opposite their name on the assistant conductor (yard) seniority list.

138.6 Qualified applicants will be assigned in seniority order to permanent vacancies and new positions of Engine Hostlers on the basis of their seniority date specified in paragraph 138.5 hereof.

138.7 An employee assigned to a bulletined position of Engine Hostler must remain in such classification until the following change of timetable, or until displaced, in preference to performing service in any other classification.

138.8 An engine hostler will be compensated for such work at the rate of pay of:

Jan. 1/04 Per Day $	EFFECTWE Jan. 1/05 Per Day $	Jan. 1/06 Per Day $
183.07	188.56	194.22

and, except as otherwise provided herein, the principles contained in the following articles governing yard service employees will apply to engine hostlers:

Article 77 - Basic Day
Article 78 - Rest
Article 79 - Work Week
Article 80 - Overtime
Article 81 - Starting Time
Article 84 - Seniority and Promotion/
Article 85 - Employees Qualified to Fill Positions
Article 91 - Notice when Requesting Relief
Article 93 - Yard Service Employees Disabled
Article 100 - Lunch Time
Article 104 - Assigned to Other Duties
Article 106 - Calling
Article 107 - Filling Vacancies - Road and Yard
Article 109 - Discharged Employees Re-entering Service
Article 110 - Seniority Lists
Article 111 - Seniority and Promotion District
Article 112 - Interchangeable Seniority Rights
Article 113 - Exercise of Seniority Rights in Road and Yard Service
Article 115 - Employees Laid Off
Article 117 - Discipline
Article 118 - Work on Construction Lines
Article 120 - Time Returns
Article 121 - Grievance Procedure.
Article 122 - Imperfect Sight or Hearing
Article 123 - Held for Investigation or Company Business
Article 124 - Attending Court
Article 125 - Pay for Examinations
Article 126 - Jury Duty
Article 127 - Annual Vacations
Article 128 - General Holidays
Article 129 - Bereavement Leave
Article 130 - Leave of Absence
Article 131 - Resuming Duty After Leave of Absence
Article 132 - Protection of Seniority
Article 134 - Life Insurance upon Retirement
Article 135 - Benefit, Dental and Health Care Plans
Article 139 - Material Changes in Working Conditions
Article 140 - Appointing Traffic coordinators
Article 141 - Interpretation of Agreement

138.9 If no applications are received from qualified employees for a bulletined Engine Hostler's position, the junior qualified Engine Hostler at the terminal not working as such will be assigned. An Engine Hostler assigned to an engine hostler's position under the provisions of this paragraph will, when a junior Engine Hostler becomes available, be permitted to exercise seniority, subject to the provisions of paragraph 138.16 of article 138, in accordance with the displacement provisions of article 89, except that such Engine Hostler may immediately return to the joint spare board if that was their position prior to being assigned the vacancy.

138.10 When a temporary vacancy occurs the junior Engine Hostler in the terminal not working as such, who will have 8 hours off duty and is available for service 2 hours before required to report for duty, will be called and must protect the vacancy. In the event such employee fails to respond when called for service as Engine Hostler, the employee will not be considered as available for service in any capacity until such time as the employee used as Engine Hostler in their stead completes the tour of duty.

138.11 An employee, filling a position of Engine Hostler, will retain and continue to accumulate seniority on the appropriate seniority list(s).

138.12 The status as Engine Hostler may be relinquished by an employee for justifiable cause only with the prior concurrence of the proper officer of the Company and the General Chairperson.

138.13 For rehabilitation purposes, an employee in road or yard service, who has become incapacitated in the service of the company and who qualified themselves for work as Engine Hostler, will be permitted, when mutually agreed between the General Chairperson and the proper officer of the company, to displace an able-bodied employee working as an Engine Hostler who is able to hold other work in yard or train service, In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.

138.14 It is recognized that pursuant to the Collective Agreement between the Company and the United Transportation Union:

(a) an incapacitated employee who has seniority as a Fireman/Helper, is permitted to exercise seniority as a permanent Hostler and is required to displace a Fireman/Helper from a hostling position before being allowed to displace an employee from a forfeited position; and

(b) a permanent Hostler who is unable to hold work as such at their home terminal is allowed to displace an employee from a forfeited position. In this regard,. the representative of the United Transportation Union will cooperate with all concerned in an endeavour to place the employee so restricted on a suitable hostling assignment.

138.15 The provisions of this article shall prevail notwithstanding provisions in agreements with United Transportation Union which may be in conflict with or restrict the full application of the provisions hereof.

138.16 An Engine Hostler who desires to change from yard to road service, or is released from engine hostling services between timecard changes may, provided employee is capable of performing road service, submit preference for road service in writing to the appropriate supervisor at least 20 days prior to each intervening change of timetable. When such Engine Hostler is displaced or released from hostling service, they will exercise their seniority in accordance with the provisions of paragraph 39.20, article 39, or in accordance with the last sentence of paragraph 113.6 if unable to hold road service.

ARTICLE 139
Material Changes In Working Conditions

139.1 The company will not initiate any material change in working conditions which will have materially adverse effects on employees without giving as much advance notice as possible to the General Chairperson concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon the employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the provisions of this paragraph 139.1.

(a) The company will negotiate with the Union measures other than the benefits covered by paragraphs 139.2 and 139.3 to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in agreement provisions considered necessary for the implementation of a material change is also subject to negotiation.

(b) While not necessarily limited thereto, the measures to minimize adverse effects conside negotiable under sub-paragraph (a) of this paragraph **139.1** may include the following:

(1) Appropriate timing
(2) Appropriate phasing
(3) Hours on duty
(4) Equalization of miles
(5) Work distribution
(6) Adequate accommodation
(7) Bulletining
(8) Seniority arrangements
(9) Learning the road
(10) Eating en route
(11) Work en route
(12) Layoff benefits
(13) Severance Pay
(14) Maintenance of basic rates
(15) Constructive miles
(16) Deadheading

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

(c) The negotiations referred to in sub-paragraph (a) of this paragraph **139.1** shall be conducted between the regional Vice-President (or his delegate) and the General Chairperson and shall commence within 20 days of the date of the notice specified in this paragraph **139.1.** If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue, or issues, remaining in dispute shall, within 7 days of the cessation of negotiations, be referred to the Assistant Vice-president; Labour Relations, of the Company and the Vice-president of the Union for mediation by a Board of Review composed of two senior officers from each party, Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notices served by the Company on the Union under this paragraph **139.1** and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the Arbitrator as provided in sub-paragraph (d) of this paragraph **139.1.**

(d) The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided for in sub-paragraph (e) of this paragraph **139.1,** or if its recommendations are not agreeable to either party, a Joint Statement of Issue, or Issues, remaining in dispute may be referred within 7 days by either party to a single arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration.

In the event that the parties do not agree upon a Joint Statement of Issue, or issues, remaining in dispute, either or each may submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the Joint Statement and the other party will be provided with a copy thereof.

The Arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render a decision together with reasons therefore in writing within 15 days of the completion of the hearing.

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.

(e) Time limits specified in sub-paragraphs (c) and (d) of this paragraph 139.1 may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.

(f) The decision of the Arbitrator shall be confined to the issue or issues placed before him/her which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in agreement provisions considered necessary for the Implementation of the material change, and shall be final and binding upon the patties concerned.

(g) The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.

(h) The appointment of the Arbitrator referred to in sub-paragraph (d) of this paragraph 139.1 may be revoked at any time by either party upon 60 days' written notice to the other and replaced by mutual agreement between the parties.

(i) In the event either party serves notice as provided in sub-paragraph (h) of this paragraph 139.1 or the permanent arbitrator serves notice on the parties of his/her intention to terminate his/her appointment, and there are disputes requiring final determination during a period in which there is no permanent arbitrator, the patties will, within 27 days of cessation of negotiations at the regional level, agree upon an arbitrator to hear such dispute. If the parties cannot agree on the selection of an arbitrator, either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute:. Such ad hoc arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in sub-paragraph (d) and by the provision of sub-paragraph (9 of this paragraph 139.1.

(j) Notwithstanding the provisions of this paragraph 139.1, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.

(k) This article does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignments of work or other normal changes inherent in the nature of the work in which employees are engaged.

(l) A dispute concerning the applicability of this article to a change in working conditions will be processed as a grievance by the General Chairperson direct to the regional Vice-president, and must be presented within 60 days from the date of the cause of the grievance.

Relocation Expenses

139.2 The benefits set forth in this paragraph 139.2 shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

(a) Eligibility

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.

(b) An employee:

(i) must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purposes of this article, in that month have worked and/or been available for service on:

30 days if in road service;
21 days if in yard service; and
25 days if in both road and yard service or major portion thereof);

(ii) must occupy unfurnished living accommodation to be eligible for benefits under sub-paragraphs (d), (h) and (i) of this paragraph **139.2;**

(iii) must establish that it is impractical to commute daily to new location.

(c) Payment of door-to-door moving expenses for the eligible employee's household goods and his 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 **$730.00** for incidental expenses actually incurred as a result of relocation.

(e) Reasonable transportation expenses from their former location *to* the new location, by rail, or, if authorized, by bus or employee-owned automobile, and up to **$180.00** for an employee without dependents, and an additional amount of **$80.00** will be paid for each dependent for meals and temporary living accommodations. 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) Effective January **1, 1988,** upon authorization, an employee may drive his automobile to his 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, an employee 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) Reimbursement for **loss** sustained on the sale of a relocating employee's private home which the employee 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 Appendix **"A"** of this agreement plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.

The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "A" of this agreement.

Eligible employees who desire to sell their house and receive any benefit to which they may be entitled under this sub-paragraph (h) must advise the Company's Officer concerned accordingly within **12** months **of** the date the initial change takes place. **No** employee shall **be** entitled to any claim under this sub-paragraph (h) if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this sub-paragraph (h) must be made within **12** months of the final determination of value.

(i) Payment **of** the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and 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 an employee who is eligible for moving expenses does not wish to move their household to the new location, such employee may opt for a monthly allowance of **$185.00** which will be payable, so long as they remain at the new location, for a maximum of **12** months from the date of transfer to the new location. An employee claiming under this sub-paragraph (j) may elect within such 12-month period to move their 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), the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which they occupied as year-round residence, except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

Early Retirement Allowance

139.3 An employee whose position is abolished by a change made under the provisions of paragraph **139.1** or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive::,

(a) an allowance of $60.00 per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years; or

(b) a lump sum payment calculated as follows:

Age at Retirement	Lump sum equivalent of the total value of monthly allowances they could have received under this provision
55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up to 12 months entitlement

An employee who elects benefits under this paragraph 139.3 will not be entitled to any other benefits provided elsewhere in this article.

The early retirement allowance will cease upon the death of the employee.

139.4 The benefits granted under this article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

Canada Labour Code

139.5 This article is intended to assist employees affected by any technological change to adjust to the effects of such change; and accordingly Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply. The provisions of this article are intended as well, to minimize the impact of termination of

employment on the employees represented hereby and Sections 60.11 to 60.15 inclusive of Part III o. Canada Labour Code do not apply.

ARTICLE 140
Appointing Traffic Coordinators

140.1 In the appointment of unassigned traffic coordinators full and unprejudiced consideration will, in all cases, be given employees at the terminal in which employed on the following basis:

At yards listed in article 112, paragraph 112.6, in accordance with their standing on the yard service employees' seniority list; and at other yards in accordance with their standing on the train service employees' seniority list.

140.2 The same consideration shall also apply to appointments to positions of traffic coordinator and assistant traffic coordinator which are not filled under the terms of Agreement 4.2.

ARTICLE 141
Interpretation of Agreement

141.1 Any question of interpretation of this agreement which may arise will be taken up by the General Chairperson with the proper Officer of the Company.

Labour Management Committee

141.2 Committee(s) consisting of the UTU General Chairperson(s) (or his or her delegate), a UTU Member appointed by the General Chairperson(s) and the Company's General Manager Operations and Director Labour Relations or their respective designates, two from each patty, will be established. This committee will be known as the Labour;/ Management Committee, and may (at each parties option) meet monthly, unless otherwise agreed, to review the application of the respective Collective Agreement.

ARTICLE 142
Filling of Assignments in Road and Yard Service In Case of Work Stoppage

142.1 The parties to this agreement agree that in the case of a work stoppage by employees in the railway industry which would cause a major disruption in road or yard service assignments, every effort should be made to avoid such disruptions.

142.2 To avoid such disruptions the following conditions will apply:

(a) Assignments will be abolished as necessary to meet the requirements of the service and 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 unassigned service or spare boards.

(b) Employees whose assignments are abolished will be permitted to exercise their seniority on a temporary basis in accordance with the displacement provisions of this agreement.

(c) When normal operations are resumed, an employee will return to the assignment, including temporary vacancy held at the time of the abolishment.

(d) In the application of this article the Company will arrange to return to their home terminal, employees tied up en route or at an away-from-home terminal because of a work stoppage by

employees in the railway industry. In such case the deadhead provisions of this agreement will apply.

142.3 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 143
Printing of Collective Agreement

143.1 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 Chairperson. This will include such costs incurred with the printing and delivery of updated pages.

ARTICLE 144
Use of Communication Systems

144.1 It is recognized that pursuant to the Canadian Railway Operating Rules and Special Instructions relating thereto, the use of the Railway radio communication system is a part of the duties of employees covered by this agreement.

144.2 In the application of this article employees will carry portable radios and use radios to give and take information as required in the performance of their duties.

144.3 Portable radios used and carried by yard service employees will not exceed 3 pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets.

144.4 The size and weight of portable radios used by train service employees will not exceed that presently in use and portable radios hereafter purchased for use in road service will be of the minimum size and weight necessary to ensure safe and adequate communication. This paragraph is not intended to require the purchase of radios weighing less than three pounds.

144.5 Subject always to the proper application of the Canadian Railway Operating Rules employees covered by this agreement will not be held responsible for accidents caused by failure of radio equipment to properly function.

144.6 At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

144.7 When radios are used by a yard or transfer crew in the performance of their duties each member of the crew will be supplied with a radio.

ARTICLE 145
Use of Masculine Gender

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

ARTICLE 146
Broken Time

146.1 Employees prevented from completing a trip or day's work due to illness, will be paid for actual time on duty if in yard service (including Car Retarder Operators, Switchtenders and Hostlers), or actual time on duty or mileage made, whichever is greater if in road service, up to the time relieved from duty.

146.2 Employees prevented from completing a trip or day's work due to injury sustained on duty will be paid for actual time on duty if in yard service (including Car Retarder Operators, Switchtenders and Hostlers), or actual time on duty or mileage made up to the time relieved from duty, whichever is greater if in road service, but not less than a minimum day in road service or a basic day's pay in yard service.

146.3 Employees called to relieve other employees for completion of trip or day's work due to illness or injury on duty will be paid not less than a minimum day in road service or a basic day's pay in yard service.

ARTICLE 147
Cabooseless Operations

147.1 Subject to the orders and regulations of the National Transportation Agency pertaining to the operation of cabooseless trains, a caboose shall not be required on any train or assignment provided always that the Company shall be in compliance with the operating conditions set out in paragraph 147.4 of this article. The provisions of this article shall not apply where cabooseless operations are not undertaken on any particular train or assignment..

147.2 Where the Company shall decide to operate any particular train or assignment without a caboose and has complied with all of the operating conditions set out in paragraph 147.4 of this article, it shall be exempted from the provisions of the collective agreements that govern cabooses.

147.3

(a) At least 90 days prior to the date on which the Company determines that a particular train or assignment is to be operated without a caboose, a notice shall be given to that effect to the General Chairperson with a copy to the Local Chairperson. The notice shall specify:

(1) which train or assignment is to be operated without a caboose;

(2) the type and class of train or assignment involved;

(3) the territory in which cabooseless operations will occur;

(4) when cabooseless operations are *to* be implemented;

(5) a statement that the Company has complied with all of the operating conditions prescribed for cabooseless operations.

(Refer to Addendum ***No.* 58)**

(b) With respect to yard movements (which are presently supplied with a caboose), assigned work trains, wayfreights and road switchers, snow plow or snow spreader trains, and self-propelled equipment, should the Union contend that any of these assignments are inappropriate for cabooseless train operations:

(1) because of the length and frequency of reverse movements; or

(2) due to some other circumstance that the Union considers would make cabooseless operalions impracticable

the Union may so notify the Company within 30 days of receipt of notice that such trains or yard movements will be operated without a caboose outlining the particular operating conditions which, in the Union's opinion, necessitate the use of a caboose on such trains or yard movements.

(Refer to Addendum No. 58A)

(c) A meeting shall be convened between the appropriate Company and Union Officer within 15 days of receipt of notification from the Union under sub-paragraph 147.3 (b) above, to discuss the Union's claim. The meeting shall be limited to a determination of whether:

(1) the length and frequency of reverse movements are excessive;

(2) any other particular circumstance makes cabooseless operations impracticable; and

(3) whether such operating procedures as may be proposed by the Company would constitute a suitable alternative to the use of a caboose.

(d) If agreement cannot then be reached, the issue(s) in dispute may be referred within 10 days of the meeting referred to in sub-paragraph 147.3 (c) above, to a further meeting of the General Chairperson and the Chief of Transportation or their delegates for further consideration. A meeting to discuss such issue(s) will be convened within 10 days of receipt of such referral.

(e) Should agreement then not be reached, the issue(s) in dispute may, within 10 days of the meeting. referred to in sub-paragraph 147.3 (d) above, be referred to the Canadian Railway Office of Arbitration for determination in accordance with the procedures contained in the Memorandum of Agreement dated September 1, 1971, as amended, with. respect to the establishment of the Canadian Railway Office of Arbitration.

(f) The Arbitrator shall be limited to making a determination of whether or not the length and frequency of reverse movements are excessive or that any other particular circumstance would make cabooseless operations impracticable.

(g) For the purposes of the application of this article, impracticable means not reasonably capable of being done due to some condition that impairs an employee's ability to perform his duties but does not otherwise include considerations of safety.

(h) Failure by the Union to provide the Company with notification as provided in sub-paragraph 147.3(b) above or to further progress the matter pursuant to the provisions of this article will indicate that the Union agrees that the particular train or assignment referred to in sub-paragraph 147.3(b) above may be operated without a caboose.

(Refer to Addendum No. 58B)

147.4 Notwithstanding any of the above, no train or assignment shall be operated without a caboose unless the Company complies with the following operating conditions:

(a) ***(1)*** In cabooseless train operations, conductors will position themselves in the operating cab of the lead locomotive. This shall, in no way, diminish the conductor's authority or responsibility.

(2) Conductors shall have responsibility and obligation to:

(i) oversee the safe operation of their trains and related equipment and observance of the rules and instructions;

(ii) to ensure that the condition of their trains are visually monitored;

(iii) report car movements, such as set-outs, lifts, placement and so on, by means and in the manner prescribed by the Company.

(Refer to Addendum No. 58C)

(b) (1) Conductors will be required, in respect of their train, to apply, test and remove the TIBS equipment and change batteries as required. This will not preclude the use of other qualified personnel. However, when a train is subject to a certified car inspection (C.C.I.), a qualified employee other than a conductor, if readily available, may be required to perform those duties. All TIBS equipment shall be identifiable by unit number.

(2) The Company shall maintain performance records of each unit which shall be reasonably accessible to the conductor at all times.

(c) Train service employees and yard service employees shall be advised of all calibration locations for distance measuring devices prior to implementation of cabooseless train operations on each territory involved.

(d) Each conductor and train service employee, on a cabooseless train shall be provided with an operational portable two-way radio, at least one of which shall have dispatcher tone capabilities before leaving a crew change point.

(Refer to Addendum No. 58D)

(e) At points where maintenance staff is available, locomotives shall be dispatched in a clean condition and shall be supplied with adequate fuel, water, sand and drinking water. Cabs shall be maintained in a tight and comfortable condition. Crew members shall be otherwise responsible for keeping cabs in a clean and orderly condition en route between servicing points.

(f) The lead locomotive cab of a cabooseless train shall be equipped with a fold-out or permanent table sufficient in size and located in such a manner that the conductor shall be easily able to perform their clerical functions. The table shall be provided with lighting that will not require the cab ceiling light to be used to read documents and that will not interfere with the vision of the other crew members in that cab at night. In addition, a secure cabinet shall be provided in which to maintain documents, books, pens, pencils and other things that are essential to the work of the conductor.

(g) Each occupied locomotive cab shall be provided with the following:

(1) Proper toilet facilities including a toilet which is of a self-contained chemical flush type, or equivalent, and a positive ventilation system;

(2) A refrigerator which is not less than two cubic feet in size with a capacity to maintain a temperature of 4 degrees celsius, or lower, and which is otherwise capable of maintaining perishable foods in a safe and sanitary manner;

(3) A single element electric hot plate suitable for cooking, mounted in such a way that it shall not interfere with the ordinary work functions in the cab;

(4) Sufficient seats will be provided for all crew members in the lead locomotive or trailing locomotives. Where there is a locomotive engineer trainee or road/yard trainee on board the conductor will deploy the necessary number of train crew members to trailing units. Seating will be provided for each employee required to deadhead on cabooseless trains.

Note: The number of trainees on a train operated without a caboose will not exceed one per such train.

(Refer to Addendum No. 58E)

(h) A train or assignment may be operated in yard or transfer service without a caboose or properly equipped locomotive cab where equivalent alternate shelter and other amenities are provided at a location in reasonable proximity to where the train or assignment is required to operate. In the event of a dispute about whether such alternate shelter and other amenities are equivalent, it may be referred directly to the Canadian Railway Office of Arbitration for determination upon notice by either party.

147.5 The lead locomotive shall be equipped with tools (including pinch bar, brake hose wrench, wrecking cable, spare knuckles, hammer and cold chisel) and first aid equipment (including a stretcher, first aid kit and blanket) and a broom, all of which shall be placed in a storage space that will preserve the integrity of the equipment and will not interfere with the duties of the crew members.

147.6 The conductor shall be provided with a train consist print out, or equivalent, which shall indicate the total length of that train with slack fully extended..

147.7 Train service employees and yard service employees required by the Company to be trained concerning the operation of cabooseless trains shall be paid for actual time in attendance at such classes at an hourly rate equal to one eighth of the daily minimum rate applicable to the class of service in which they are employed. In no case shall the payment be less than four hours. Spareboard conductors and assistant conductors shall be paid at the applicable through freight rate. Train service employees or yard service employees will not be taken away from their home terminal for training.

147.8 No train service employee shall be laid off as a direct result of operating cabooseless trains.

(Refer to Addendum No. 58F)

ARTICLE **148**
Furlough Boards and Protecting Service

Furlough Boards

148.1 Furlough boards will be established and maintained at each home station to manage protected freight employees who are surplus but who, pursuant to paragraph **107.68** and **148.2,** are not subject to being laid off.

148.2

(a) Protected freight employees in road service including those on joint spare boards on the implementation date of the Memorandum of Agreement dated January 15, 1992, will be entitled to occupy the furlough board. Such employees will be entitled to the monetary equivalent of up to 4300 miles per calendar month and in no case lower than the monetary equivalent of 4000 miles per calendar month at the assistant conductor's basic minimum through freight rate of pay while occupying the furlough board.

(b) Any other protected freight employee in other than road service on the implementation date of Memorandum of Agreement dated January 15, 1992, will receive the following guarantee per calendar month while occupying the furlough board;

Jan. 1/04 Per Month	EFFECTIVE Jan. 1/05 Per Month	Jan. 1/06 Per Month
$3846.74	$3962.14	$4081.01

(c) The provisions of sub-paragraphs (a) and (b) above are subject to the terms and conditions set out in this Article.

Note 1: In the application of the foregoing an employee's guarantee entitlement shall be calculated by using an amount equal to an employee's earnings in the previous 26 pay periods immediately preceding January 15, 1992.

Note 2: In the application of the foregoing an employee who returns to the furlough board from extended authorized leave of absence or dismissal will be entitled to a level of protection and guarantees based on the previous position held.

(d) An employee assigned to the furlough board for only a portion of the calendar month will receive the full proportion of the guarantee payment to which entitled. The guarantee will be pro-rated according to the number of days in the calendar month that the employee was assigned to the furlough board.

(e) Employees with a seniority date subsequent to June 29, 1990 in service at the date of implementation of the Memorandum of Agreement dated January 15, 1992 will, for the 4-year period immediately following January 15, 1992, be guaranteed the earnings of the previous 26 pay periods immediately preceding January 15, 1992, up to a maximum of $36,400.00 per year,

(f) Payments and guarantee entitlements will be made on the Company's bi-weekly payroll periods.

(g) All compensation paid to an employee under this Agreement and Agreement 4.2 as well as compensation paid as locomotive engineer during the guarantee period or portion thereof that the employee is assigned to the furlough board will be used to offset the guarantee payment.

(h) An employee as defined in sub-paragraph 148.2(a), who is subsequently forced to a position in yard service governed by this Agreement account no applications received will continue to be compensated at the guarantee specified in sub-paragraph 148.2(a) provided the employee accepts all service pursuant to this Agreement. In the event the employee fails to protect service the guarantee will be reduced by 1/20th of the monthly guarantee.

(i) The entitlement to benefits already established pursuant to other agreements, such as those set out in Articles 5, 6 and 8 of the Memorandum of Agreement dated July 19, 1990 will continue.

NOTE: Employees who voluntarily exercise seniority to the furlough board will not be entitled to any maintenance of earnings payments pursuant to any other agreement between the parties signatory hereto.

.3

(a) A position on the furlough board will not be considered as being in either road or yard service;

(b) Notwithstanding any provision of this Agreement, positions on the furlough board, when advertised, will be bulletined only to protected employees at the home station;

(c) The temporary absence of an employee from their position on the furlough board, such as on annual scheduled vacation or as a result of being disabled or on authorized leave of absence, will not create a temporary vacancy.

148.4 Positions on the furlough board may be occupied only by protected freight employees except that:

(a) a protected freight employee who is eligible for early retirement under Company pension rules may not occupy a position on the furlough board.

(b) a protected freight employee may not occupy a position on the furlough board when it would result in a non-protected employee holding a position in any class of service including spare boards under this Agreement.

148.5 It will be incumbent upon each employee on the furlough board to:

(a) report to the proper Company officer when disabled or unable to respond if required in accordance with paragraphs 148.2 to 148.11 inclusive;

(b) to maintain rules and medical qualifications; and

(c) to keep the proper officer of the Company advised of their address, in writing, so that the employee may be readily contacted.

Operation of Furlough Boards

148.6

(a) Upon establishment of the furlough board and at the following intervals:

(i) First board adjustment after February 1st.

(ii) Spring change of card.

(iii) First board adjustment after August 1st.

(iv) Fall change of card.

Positions on the furlough board will only be advertised to protected freight employees permanently assigned at the terminal. The bulletin will include the approximate number of positions on the furlough board.

(b) Eligible protected freight employees may indicate their preference for the furlough board and employees electing to do so will indicate such preference on their change of card bid form.

(c) When bid for, such positions will be assigned as locally arranged between the proper officer of the Company and the Local Chairperson on the basis of assistant conductors' seniority provided such employees are not required elsewhere at the terminal. If there are insufficient applications, the junior protected freight employee will be assigned.

(d) When an excess of employees exists, an equivalent number of protected freight employees on the preference list (e.g., who indicated their preference for the furlough board in accordance with sub-

paragraph 148.6(b) will be canvassed, in seniority order, to determine if they wish to go to', furlough board. If a protected freight employee wishes to go to the furlough board, it will be done immediately. Protected freight employees declining to go to the furlough board, will lose their preference entitlement until the next change of card. If an insufficient number of employees elect to go to the furlough board, the junior protected freight employees will be assigned.

(e) All subsequent vacancies created as a result of employees going to the furlough board will be advertised to the home terminal only. Only protected freight employees working at that location are eligible to apply.

Protecting Service at the Home Station

148.7 Employees on the furlough board may bid on and be awarded any position, permanent or temporary, in either road or yard service.

148.8

(a) When employees on the furlough board are required to fill permanent or temporary positions advertised at the terminal for which no applications have been received, they will be afforded 72 hours notice to report for such.

Note: When it is necessary to increase the number of employees on the spare board, and employees on the furlough board are required to go to the spare board, their position on the spare board will be deemed to be a temporary assignment.

(b) Employees failing to report at the expiration of 72 hours will forfeit any guarantee payments until such time as they report. At the expiration of 30 days, such employees will forfeit all seniority rights and their services will be dispensed with unless able to give a satisfactory reason, in writing, to account for their failure to report.

148.9 Local arrangements will be established between the Local Chairperson and the proper officer of the Company to allow for the use of employees on the furlough board on a tour of duty basis in the event the spare board is exhausted. Such arrangements will include a mechanism to reduce the furlough board guarantee by 1/20th *of* the monthly guarantee for employees who are not available in accordance with such local arrangements.

NOTE: For furloughed employees with a road guarantee working a yard spareboard who make themselves unavailable prior to the calling time of their next tour of duty will have their guarantee reduced by 1/28th.

NOTE: Employees on an active furlough board who book off in advance of a two hour call for the next potential tour of duty will have their guarantee reduced by 1/28"

148.10 Employees on the furlough board will not be exempted from the terms and conditions governing their status as a qualified locomotive engineer or traffic coordinator except that:

(a) They will not be required to accept calls for work, on a tour of duty basis, as a locomotive engineer pursuant to paragraph 137.16 except in accordance with such local arrangements as established pursuant to paragraph 148.9. In the event such employee fails to respond, the guarantee will be reduced by 1/20th of the monthly guarantee.

(b) They will not be considered as available to accept calls as unassigned traffic coordinator pursuant to paragraph 3.1 of Agreement 4.2 except in accordance with such local arrangements as established pursuant *to* paragraph 148.9. *In* the event such employee fails to respond, the guarantee will be reduced by 1120th of the monthly guarantee.

This paragraph 148.10 shall not circumvent any provision in either Agreement 4.3 or Agreement 4.2 which required that work be allotted to employees on the active working list at overtime.

Protecting Service on the Seniority Territory

148.11 When their services are required elsewhere on the seniority territory, employees on the furlough board will be required to respond in accordance with the following conditions:

(a) Employees with a seniority date on or prior to March 17, 1982 will not be required to exercise their seniority rights outside of their home terminal or stations subsidiary thereto.

(b) Employees with a seniority date after March 17, 1982 will be required to protect service at those locations identified in article 107.39.

(c) All employees with a seniority date subsequent to June 29, 1990 will be required:

(i) to protect all work in accordance with this article over the seniority territory governed by this Agreement and in addition they will be required to protect work governed by other Collective Agreements on the Region;

(ii) to accept and successfully complete training as a locomotive engineer or traffic coordinator and will not be permitted to relinquish traffic coordinator's seniority;

(d) Employees with a seniority date subsequent to June 29, 1990 who fail to comply with the provisions of sub-paragraph (c)(i) above will, if failing to report at the expiration of 7 days following notification, forfeit any guarantee payments until such time as they report. Failure to comply with the provision of sub-paragraph (c)(i) above within 30 days of notification or, failure to comply with the requirement of sub-paragraph (c)(ii) above the employee will forfeit their seniority and their services dispensed with unless able to give a satisfactory reason, in writing, to account for their failure to report.

(e) Employees on the furlough board will only be required to protect service elsewhere after all employees at the location have been recalled;

(f) When it is necessary to protect service on the seniority territory employees will be utilized in the following sequence:

(i) the junior qualified employee not working with a seniority date as an assistant conductor subsequent to June 29, 1990 on the seniority territory, there being none;

(ii) employees with a seniority date after March 17, 1982 will be required to protect service at those locations identified in article 107.39.

(g) When the junior employee as provided in sub-paragraph 148.11(f) does not report within a reasonable period of time, the next junior employee at the terminal will be required to protect service. When the junior employee becomes available they shall be sent to relieve the employee who failed the original requirement.

(h) The junior employee as defined in sub-paragraph (f)(i) will be required to protect such service whether or not that employee is occupying a position on the furlough board. Employees failing to report at the expiration of 7 days will forfeit any guarantee payments until such time as they report. At the expiration of 30 days, such employees will forfeit all seniority rights and their services will be dispensed with unless able to give a satisfactory reason, in writing, to account for their failure to report.

(i) The junior employee as defined in sub-paragraph (f)(ii) above who fails to protect service at expiration of 7 days will forfeit any guarantee payment until such time as they report or until such time their services are not required at that or another location as specified in article 107.39.

(j) In addition to the provisions of paragraph 119.4 the provisions of Article 119 shall apply to employees required to protect service elsewhere in accordance with this provision.

(k) Employees who are on the furlough board and who are advised by the Crew Management Centre that they will not be required for a specified period of time will not have their guarantee reduced in the event they are later required for service for that period of time.

ARTICLE 149
Providing Relief

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.

ARTICLE 150
Modified Duties

150.1 Payment for Modified duties will be established as follows:

(a) A period of 30 days immediately prior to the date of injury or illness will be identified. Any days off for miles, annual vacation;.. authorized leave of absence (including personal leave days) or bona fide illness will be excluded from the sampling period.

(b) The earnings during the above 30-day period will be identified and will be used in calculating a daily rate.

(c) To establish a daily rate, the earnings calculated in b) above, will be divided by 30 or prorated if reduced by a) above.

(d) The daily rate will be paid to employees based on a 7 days per week basis.

(e) Employees on modified duties will protect their work *on* a 5 days per week basis.

ARTICLE 151
Employment Equity

151.1 As a matter of principle and in compliance with the Employment Equity Act, the Company and the Union are fully committed, consistent with the application of the legislation, to achieving equality in the workplace so that no person shall be denied employment opportunities or benefits based on any of the prohibited grounds of discrimination. Employment Equity means treating people the same way despite their differences, and respecting their differences to allow them to participate equally.

ARTICLE 152
Workplace Environment

152.1 Management agrees it must exercise its rights reasonably. Management maintains it ensures a harassment free workplace environment. An employee alleging harassment and intimidation by management may submit a grievance to the General Chairperson to be progressed by the General Chairperson at his or her discretion. An employee subject to this agreement may, without prejudice, elect to submit a complaint under CN's Harassment Free Environment Policy.

ARTICLE 153
Time Off

153.1

(a) Employees in unassigned Road Service (including a joint spareboard) shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 1075 miles of compensated service.

1. Employees who desire to exercise this right must do so upon going off duty after having accumulated a minimum of 1075 miles of compensated service.

2. Employees who desire not to exercise the right to book time off in the application of item a) above will not again be entitled to book time off under this provision until a further 1075 miles of compensated service has been accumulated.

3. Employees shall give notice of their intent to exercise this right upon the commencement of each reset cycle of 1075 miles.

NOTE 1: Compensated service in the application of item a) herein shall mean those miles which are considered as "chargeable miles" in the application of Article 44 (4.3).

NOTE 2: For purposes of time off, the calculation of miles shall be reset to zero on the employee's mileage date.

(b) Employees in unassigned service other than as identified in item a) herein, shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 40 hours of compensated service as follows:

1. Employees who desire to exercise this right must do so upon going off duty after having accumulated a minimum of 40 hours of compensated service.

2. Employees who desire not to exercise the right to book time off in the application of item b) 1 herein will not again be entitled to book time off under this provision until a further minimum 40 hours of compensated service has been accumulated.

3. Employees shall give notice of their intent to exercise this right when called for the shift in which it is anticipated that they will achieve forty (40) hours.

NOTE 1: For the purposes of accumulating 40 hours, overtime shall be counted as straight time.

NOTE **2:** For purposes of time off, the calculation of forty (40) hours shall be reset to zero on the employee's mileage date.

c) Employees on a joint spareboard, who work a tour of duty in Yard, Road Switcher, or as a Trai Coordinator will, in the sole application of this article, apply the following conversion rule in the computation of the 1075 miles:

Hours to Miles

5 minutes	2.24 Miles
1 hour	26.87 Miles
8 hours	215 Miles

d) Where miles or hours are applicable, under the terms and conditions of the Collective Agreement, such miles or hours, which ever is greater (as converted herein) shall apply.

e) In the application of this provision, unassigned service is defined as service that does not incorporate scheduled or assigned days off.

ARTICLE 154
Personal Leave Days

154.1 Employees will, at their discretion, be entitled to take up to and including a maximum of 12 cumulative unpaid personal leave days per calendar year as provided herein. Personal leave days will be recognized, under this agreement, as active cumulative compensated service. However, personal leave days, when taken will not be used in the calculation of Guarantees and/or Maintenance of Earnings. Employees may, at their discretion, activate their entitlement to leave days, jointly or severally up to the cumulative maximum.

154.2 Notice in respect of this leave will be given as follows:

i) One day (24 hours) – upon four hours notification prior to the commencement of such leave time;

ii) Two or three consecutive calendar days – upon three calendar days notification prior to the commencement of the leave days;

iii) Four consecutive calendar days but less than seven consecutive calendar days – upon seven calendar days notification prior to the commencement of leave days;

iv) Seven consecutive calendar days or more – upon twenty-one days notification prior to the commencement of leave days.

NOTE 1: Employees in the application of this provision shall not be entitled to activate personal leave days between and including December 20th and December 31st.

NOTE 2: Personal Leave Days (allotments) shall be established at each terminal utilizing the following exampled criteria:

Terminal X – 100 (Employees) X 12 (PLD)/353 (days) = 3.4 daily allotments.
(In such calculations, numbers shall be rounded upward.)

ARTICLE 155
Runarounds

155.1 Train Service Employees who are assigned to Spareboards and Unassigned Pool Service which operate on a first in first out basis, who are first out and available for service and are runaround, will remain first out on their respective pools or spareboards, and will be paid as follows:

a) If call in road service, 100 miles at the basic rate of such trip per call missed to a maximum of 200 miles.

b) If call for a shift in yard service 8 hours at the straight time rate of such shift per call missed to a maximum of 16 hours.

155.2 Only the employee who is found to be first out and available on their respective pools or spareboards will be entitled to compensation under this Article. Payment will be made regardless as to who was called in the employee's stead.

155.3 When a regular employee lays off and does not give the Company 40 minutes notice before train for which called is ordered to leave, in which to call the spare person entitled to the run, the most available spare employees will be called and spare employees runaround under these circumstances will not be paid a runaround.

155.4 The first crew called out in unassigned service will take the engine first turned out in unassigned service. However when the first crew called out does not take the engine first turned out but leaves the terminal in the order in which called such will not constitute a runaround. This paragraph applies when both trains are destined to the same point.

155.6 In respect to Article 137.16 engine service employees not called in their proper turn will be paid in accordance with item a) above. This applies only to the immediate employee affected, who was available for a call under the terms and conditions of Article 137.16.

155.7 Train service Employees in assigned service, including time pools, or those Train Service Employees subject to a call under Article 106 of the 4.3 Agreement under any condition, other than those described above, will not be considered as runaround, and may be made whole for any loss of earnings suffered as a result of being improperly called. This applies only to the immediate Train Service Employee affected.

(Refer to Appendix E (Q&A's))
(Refer to Addendum 9 (Run By Agreement))

SECTION 4

DURATION OF AGREEMENT

Duration of Agreement

Subject to the provisions of the Memorandum of Settlement dated February 12, 2005 this collective agreement is in full settlement of all issues raised by either party on or subsequent to September 1, 2003, 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, 2006, 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, 2006.

Employees who have performed service subsequent to December 31, 2003 shall be entitled to any amount of compensation that may be due them as a result of the signing of this Memorandum of Agreement.

The Collective Agreements as referenced herein and as modified by this Memorandum of Settlement are subject to ratification by the Union and the provisions herein shall become effective on the first day of the month following such ratification by the Union.

Memorandum of Settlement signed at Montreal, Quebec this 12th day of February 2005.

FOR CANADIAN NATIONAL RAILWAY COMPANY:

(Sgd) K.Madigan
Vice-president, Labour Relations

(Sgd) E.Harris
Senior Vice President, Operations

(Sgd) K.Creel
Senior Vice President, Eastern Region

(Sgd) M.Becker
Director Labour Relations North America

(Sgd) J.Torchia
Senior Manager Labour Relations

(Sgd) D.VanCauwenbergh
Senior Manager, Labour Relations

(Sgd) J. Ouellet
Senior Advisor

FOR THE UNITED TRANSPORTATION UNION:

(Sgd) J.W.Armstrong
Vice President

(Sgd) R.L.Lebel
General Chairperson

(Sgd) R.A. Beatty
General Chairperson

(Sgd) B.R. Boechler
General Chairperson

(Sgd) J.M.Robbins
Vice General Chairperson

(Sgd) R.A. Hackl
Vice General Chairperson

SECTION 5

APPENDICES

AND

ADDENDA

APPENDIX A

Appraisal Procedure

When an affected employee desires to sell his home under the provisions of sub-paragraph (h) of paragraph 139.2 of Article 139 of which this Appendix "A" 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 139.2 of article 139.

(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 "A".

(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 139 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 "A", 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.....

APPENDIX B

Canadian National Railways
Prairie & Mountain Regions

Questions and Answers regarding the application of the Five-Day Work Week for Yard Service Employees as agreed to with representatives of the United Transportation Union:

1. **Q.** Is it permissible to include a second shift worked in a 24-hour period and paid for at time and one-half to make up the five-day work week?

   A. No.

2. **Q.** An employee on an assignment at a subsidiary station is accumulating days off and after 3 weeks has accumulated 3 days and is then displaced or exercises his seniority on another assignment. Must the employee take the accumulated days off before taking up his new assignment?

   A. Yes.

3. **Q.** Where days off are accumulated at subsidiary stations, can the relief work be performed by one relief man who will relieve the Foreman and Helper?

   A. Yes.

4. **Q.** In a yard where a single shift is now working daily except Sunday, would it be permissible to assign such shifts with Saturday and Sunday as days off and require a road crew to perform necessary switching on Saturday?

   A. No.

5. **Q.** An employee at a subsidiary point on a 7-day assignment accumulates 10 days off in a 5-week period. When should he return to his assignment? (a) after 10 consecutive days? or (b) after 14 consecutive days?

   A. After 14 consecutive days.

6. **Q.** An employee relieving on an assignment at a subsidiary station for 14 consecutive days would accumulate 4 days. Should such relieving employee be required to take 4 days off before resuming his former assignment or the spare board?

   A. Yes.

7. **Q.** Will it be permissible to assign regular relief jobs to include 2 or more yards not within the same terminal but on the same seniority district?

   A. Yes, in accordance with Agreement provisions or practices.

8. **Q.** Under Article 81, paragraph 81.1 it states that "such hours will be relaxed only to the extent provided in paragraphs 79.6 to 79.9 inclusive of Article 79", does this apply to regular relief crews only?

   A, Yes.

9. **Q.** A spare man working 5 straight-time eight-hour shifts in 3 calendar days will be considered as completing his 5-day work week?

A. Yes.

10. Q. A spare man having completed his work week of 5 straight- time, 8-hour shifts in 3 calendar days, will he be required to protect spare work on the remaining days of his work week, or is he to be considered as being on "days off?

A. Will be on days off, This question and answer shall not apply at a location where a joint spare board is maintained.

11. Q. When an extra engine is called, will an employee on a regular or regular relief assignment be allowed to exercise seniority for such extra engine on the days off on his assignment?

A. No.

Signatures not reproduced.
Signed at Montreal, P.Q., this 3rd day of September 1952.

APPENDIX C

Table Showing Time After Which Overtime Accrues on Runs 100 Miles to 199 Miles in Length, on Speed Basis of 12-1/2 Miles per Hour.

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 Number of Minutes per Mile on a Speed Basis of Twelve and One-Half Miles per Hour

Minutes	Miles	Minutes	Miles
5	1	38	8
10	125	43	9
14	3	48	10
19	4	53	11
24	5	58	12
29	6	62	13
34	7		

APPENDIX D

Guarantees - Road Service

1. Equivalent of 4500 miles provided by paragraph 22.1 of article 22:

	Jan. 1/04	EFFECTIVE Jan. 1/05	Jan. 1/06
	$	$	$
Conductors	4622.49	4761.16	4903.99
Baggage Handlers	3788.19	3901.83	4018.89
Assistant Conductors	3731.18	3843.11	3958.40

2. Equivalent of 2800 miles provided by sub-paragraph (a) of paragraph 22.3 of article 22:

	Jan. 1/04	EFFECTIVE Jan. 1/05	Jan. 1/06
	$	$	$
Conductors	4192.47	4318.24	4447.79
Assistant Conductors	3879.56	3995.94	4115.82

3. Equivalent of 3000 miles provided by sub-paragraph (b) of paragraph 22.3 and paragraph 22.4 of article 22:

	Jan. 1/04	EFFECTIVE Jan. 1/05	Jan. 1/06
	$	$	$
(a) Paid under Article 13.1 of Article 13			
Conductors	4291.39	4420.13	4552.74
Assistant Conductors	3775.36	3888.62	4005.28

	Jan. 1/04	EFFECTIVE Jan. 1/05	Jan. 1/06
	$	$	$
(b) Paid under Article 13.2 of Article 13			
Conductors	4342.38	4472.65	4606.83
Assistant Conductors	3835.62	3950.69	4069.21

4. Equivalent of 2600 miles provided by paragraph 22.2 of Article 22:

	Jan. 1/04	EFFECTIVE Jan. 1/05	Jan. 1/06
	$	$	$
Conductors	5127.83	5281.67	5440.12
Assistant Conductors	4673.38	4813.58	4957.99

APPENDIX E

MAKE WHOLE VS RUNAROUND QUESTIONS AND ANSWERS

(Q1) Employee A first out on the spareboard for a train ordered 1000. The Employee second out on the spareboard is called for train ordered 1000. Employee A is subsequently called for a train ordered 1100.

(A1) Employee A would be entitled to one payment of 100 miles at the basic rate.

(Q2) Employee A first out on the spareboard for a call for 1000. The Employee second out on the spareboard is called for train ordered 1000. The Employee third out on the spareboard is also ordered for a train for 1000. Employee A is subsequently called for a train ordered 1100.

(A2) Employee A would be entitled to one payment of 100 miles at the basic rate. Multiple calls missed for the same ordered time are considered as one call missed.

(Q3) Employee A first out on the spareboard for trains ordered at 1000 and 1100. The employee second out on the spareboard is called for 1000, and an employee off for miles is called for 1100. Employee A is subsequently called for a train ordered at 1200.

(A3) Employee A would be entitled to two payments of 100 miles at the basic rate.

(Q4) Employee A first out on the spareboard for trains ordered at 1000, 1100 and 1200. Employee second out on the spareboard is called for 1000, a Furlough Board employee is called for 1100, and an Employee off for miles is called for 1200. Employee A is subsequently called for a train ordered at 1300.

(A4) Employee A would be entitled to two payments of 100 miles at the basic rate as the maximum of 200 miles has been reached.

(Q5) Employee A books available from a leave of absence at 1200. The Company errs in not placing on their pool turn in the unassigned pool. Employee A subsequently would have been first out for a 1500 ordered time, but another pool employee was called instead.

(A5) Employee A would be entitled to payment of 100 miles at the basic rate and retain standing on the board.

(Q6) Employee A is first out on the Yard Spareboard. Yard vacancies for 1600, 1630 and 1800 were filled by furlough employees and overtime before the error is noticed.

(A6) Employee A would be entitled to two payments of 8 hours each and retain standing on the board, with no yards charged against them.

(Q7) Employee A is first out on the Yard Spareboard. Yard vacancy for 1600 filled by overtime employee. Employee A subsequently called for 1630.

(A7) Employee A would be entitled to a payment of 8 hours for the call missed at 1600.

(Q8) Employee A is assigned to train 403 which works on Monday Wednesday and Friday. When 403 is ordered on Wednesday Employee A is not called. The employee called earns $500.00 returning at 0001.

. 8) Employee A would be entitled to loss of earnings which under make whole would entitle Employee A to $500.00.

(Q9) Employee A is assigned to train 403 which works on Monday Wednesday and Friday. When 403 is ordered on Wednesday Employee A is not called. The employee called earns $500.00 returning at 0001. Employee A subsequently accepts an emergency call prior to regular assignment returning, earning $750.00.

(A9) Employee A would be entitled to loss of earnings if any was incurred. As Employee A earned more there is no entitlement to further compensation.

(Q10) Employee A is the senior available engine service employee to be called under the conditions of Article 137.16 for train 100 for 1000. A Junior engine service employee is called.

(A10) Employee A would be entitled to payment of 100 miles at the basic rate.

ADDENDUM **NO. 1**

Union Dues Checkoff

***1.** Subject to the conditions and exceptions set forth herein, such employees who, as **of** 0001 hour on the first calendar day of the month, are assigned to a working list of employees governed by Agreements 4.2, 4.3 or 4.16 will have deducted by the Company on the payroll which includes the 24th calendar day of each month from the wages due and payable to each employee coming within the scope of this agreement, monthly regular union dues of each Local **of** the United Transportation Union (U.T.U.).

***2.** The amount to be deducted will not be changed during the term of the applicable Agreement excepting to conform with a change in the amount of regular union dues of the United Transportation Union in accordance with its constitutional provisions and will not include initiation fees or special assessments.

***3.** The Union will forward a master computer tape list to the System Manager, Payroll Accounting, Montreal, Quebec, which will contain the employee's name, Personal Identification Number (PIN) and the amount to be deducted. This list will be submitted on or before the first Monday of each established second payroll period.

(a) A designated officer of the Union will arrange for necessary additions or deletions to the master computer tape list account change in work status, resignation, retirement, etc., on or before the first Monday of each established second payroll period;

(b). Any adjustments to the amount of the Union dues deducted from an employee will be adjusted directly between the employee and the U.T.U. However, if **a** dispute develops between the employee and the U.T.U. as a result of an error **m** the amount deducted, the principles of Item 10 will continue to apply.

(c) The Company will assume no responsibility for the late receipt or non-delivery of the computer tapes. In the event of late or nondelivery of computer tapes, the Company will use the last tape received and any adjustments required therefrom will be made by the U.T.U.

4. Membership in the United Transportation Union shall be available to any employee eligible under the provisions of the constitution **of** the Union. Membership shall not be denied for reasons of sex, race, national origin, colour or religion.

5. If the wages of an employee payable on the payroll for the period which includes the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. The Company will not, because the employee has insufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.

7. The amounts of dues so deducted from wages less sums which may be withheld pursuant to Item 8 hereof accompanied by a statement of deductions from individuals will be remitted by the Company to the designated officer or officers of the Union, as may be mutually agreed by the Company and the Union, not later than 40 calendar days following the pay period in which the deductions are made.

8. The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.

Not more than one payment of union dues shall be made by any employee in any one month. Employees filling positions coming within the scope of more than one wage agreement in a month, shall pay union dues to the union holding the agreement under which the employee was assigned as at 0001 hour on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another union in accordance with the foregoing, application to the Company for refund of dues deducted under this Agreement shall be made by such employee.

10. The Company will not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions, or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Agreement will terminate at the time it remits the amount payable to the designated officer or officers of the Union.

11. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Agreement, each party will bear its own cost of such defense except that if at the request of the Union counsel fees are incurred these will be borne by the Union. Save as aforesaid the Union will indemnify and save harmless the Company from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.

12. This Memorandum of Agreement is effective August 1, 1975, and shall remain in effect subject to 30 days' notice in writing from either party of desire to cancel it. If this Memorandum of Agreement is cancelled the provisions of the Memorandum of Agreement signed at Montreal, Quebec, February-16, 1955 in respect of the payment of union dues as a condition of continued preference of employment with the railway company will automatically apply as from the first calendar day of the month following the expiration of 30 days' notice referred to in the first sentence of this item.

Signed at Montreal, Quebec, this 30th day of April 1975.

FOR THE COMPANY:

(Sgd) S.T. Cooke
Assistant Vice-president
Labour Relations

FOR THE UNION:

(Sgd) H.R. Burnett
General Chairman

(Sgd) G.E. McLellan
General Chairman

(Sgd) P. Larochelle
General Chairman

(Sgd) F.R. Oliver
Assistant General Chairman

APPROVED:

(Sgd) R.T. O'Brien
Vice-president

• As amended by the Memorandum of Agreement dated October 26, 1989.

ADDENDUM NO. 2

CANADIAN NATIONAL RAILWAY COMPANY
Prairie Region

MEMORANDUM OF AGREEMENT between the Canadian National Railways, Prairie Region, and the United Transportation Union governing the working conditions of yard service employee employed as switchtenders at Symington Yard, Winnipeg.

1. Except as otherwise specifically provided hereunder switchtenders employed at Symington Yard are subject to all applicable provisions of Agreement 4.3.

2. Switchtenders' positions will be filled by qualified employees holding seniority as yard service employees in the Winnipeg Terminal, date of entry into service to govern.

3. "Successful applicants" for the positions of Switchtenders will be called on a seniority basis to receive training, and will be paid according to the assignment they vacate while training. After Symington Yard commences operation, subsequent applicants for the position of Switchtender will be required to qualify on their own time, spare yard service employee assigned to a vacant position under the conditions of Clause 6.(b) will receive on the job training if necessary.

4. The successful qualified applicants for Switchtenders' positions at Symington Yard will be required to remain as Switchtenders until the next semi-annual reassignment for yard service employee.

5. A yard service employee assigned to a regular Switchtender's position will not be displaced by a senior qualified yard service employee until the next semi-annual reassignment, unless such senior qualified yard service employee is demoted from a regular assignment and returned to the spare board.

6. (a) When Switchtenders' positions are bulletined and no bids received the senior yard service employee on the yard service employee spare board will be assigned except that such senior man or men will be given the opportunity to remain on the spare board in preference to being assigned as a Switchtender if so desired.

(b) If all spare yard service employees indicate a preference to remain on the spare board, in lieu of accepting a regular Switchtender's position, the junior "B" Book spare yard service employee will be assigned to the vacant Switchtender's position.

(c) In the instance of senior spare yard service employees refusing assignment to Switchtenders' positions, they will not be allowed to displace junior yard service employees assigned as Switchtenders until the following semi-annual reassignment for yard service employees. Spare yard service employees accepting assignment to Switchtenders' positions will be governed by the conditions of Clause 4.

7. Switchtenders will co-operate in keeping office or tower rooms in which they work clean and neat.

Signed at Winnipeg, Man., this 18th day of July, 1962.

Signatures not reproduced.

ADDENDUM NO. 3

Canadian National Railways

N.J. MacMillan, Q.C.
Executive Vice-president

Montreal
November 29, 1966

Dear Mr. Gale:

The report on Bunkhouse Accommodation dated November 1966 only reached my desk yesterday and I have therefore not had adequate time to digest its contents. However, my frame of mind is still as it was when I provoked the study, which is that the bunkhouse accommodation on Canadian National will be upgraded to the point at which I shall have no occasion to be ashamed of it. Beginning in 1967 we shall inaugurate a programme to achieve that end. For obvious reasons, it may take quite some time for us to accomplish this project but it will be my intention to follow the priority tabulations determined upon by the Committee of gentlemen who participated in the preparation of the report.

Yours sincerely,

(Sgd) N.J. MacMillan

G.C. Gale, Esq.
Vice-President
United Transportation Union
Hayward Building
610 Broadway Avenue
Winnipeg, Manitoba

ADDENDUM NO. 4

AGREEMENT between the Canadian National Railway Company, and the United Transportation Union representing Conductors, Trainmen, Yardmen and Yardmasters in the Greater Vancouver Terminal.

PREAMBLE

Whereas the Company will implement and apply the decision of Arbitrator J.F.W. Weatherill dated June 18, 1969 so that all rail facilities west of mile 113.2 on the Yale Subdivision shall constitute a single terminal known as the Greater Vancouver Terminal, and the switching limits of the terminal shall be sited at mileage 113.2 of the Yale Subdivision.

And whereas the parties have agreed that under the provisions of Article 139 of the Agreement covering Conductors, Brakemen and Yardmen and Article 34 of the Yardmasters' Agreement, the measures to minimize adverse effects upon employees consequent upon the operational change referred to in the previous paragraph, in addition to those in the foregoing Articles, shall be as set forth in this Agreement.

Now it is agreed as follows:

1. The provisions of this Agreement will apply only to Conductors and Trainmen whose names appear on the 4th District Seniority List and to Yardmen who were, on April 23, 1969, employed at Vancouver and regularly assigned on that date to the Yale Subdivision Pool or were on the Yale Subdivision Spare Board, or, in the case of Yardmen, were in yard service at Vancouver and Port Mann terminals.

2. The names of the eligible Conductors and Trainmen (hereinafter referred to as "starred men") are shown in Appendix 1. Such men shall; subject as mentioned below, be given the opportunity to work in the Yale Subdivision Pool. If, as a result of the operational change referred to in the preamble to this Agreement, they are unable to hold a regular position in the pool and are compelled therefore to place themselves on the Yale Subdivision spare board, such men up to a maximum of twelve shall constitute an addition to, or "flooding" of, the spare board over and above the number of men who would otherwise in the normal process of spare board adjustment, be sufficient to protect spare and relief work in any relevant 10 day checking period. The number of crews in the Yale Subdivision pool reduced solely on account of the above mentioned operational change is agreed at four (4) crews.

At the conclusion of each 10 day checking period the Company shall tabulate the number of miles earned by the spare board and shall calculate the average mileage earned by each man on the spare board during the 10 day checking period. If the average mileage for each man on the spare board falls below 1433 miles per checking period, and there are one or more starred men on the spare board, there shall be added to each man's mileage a sufficient number of miles to give each man on the spare board a total of 1433 miles per checking period, provided that:

(a) The total number of miles to be added by the Company to the total spare board miles shall not exceed the number of "starred" men "flooding" the spare board, as outlined in Section 2(c) below, in the relevant 10 day checking period, multiplied by 1433 miles, up to a maximum of 12 x 1433 miles in any given checking period.

(b) Whenever there are fourteen (74) or more crews working in the Yale Subdivision pool the Company shall not be required to add any miles to the miles earned by spare board men during such period,

(c) If in any given checking period the number of crews working in the Yale Subdivision pool is less than 14 crews, the spare board will be "flooded", over and above the number of men who would otherwise and in the normal process of spare board adjustment be sufficient to protect spare and relief work in any relevant 10 day checking period, by the addition of the

number of "starred" men in each crew reduced below the level of 14 crews, up to the aforementioned maximum of 12 men.

(d) The number of starred employees will not be increased beyond 48 men, being the number appearing in Appendix 1, and will be reduced by permanent separations from the Yale Subdivision Pool or Spare Board.

(e) When a reduction has taken place in a checking period as provided in Clause 4 Section 2(d) and miles have been added to the Spare Board by the Company in accordance with Clause 2(a) above, the number of miles so added by the Company will be pro-rated amongst all the men who worked off the Spare Board in such checking period according to the number of days each man was on the Spare Board during such checking period.

3. The miles paid as a Trainman in any checking period to each of the Conductors listed below, who may be reduced to Trainman status on account of the said operational change, will continue to be paid at the January 1, 1969 Conductor's basic rate in through freight service provided each man first accepts the highest rated position. running out of the Greater Vancouver Terminal to which his seniority and qualifications entitle him. The maintenance of Conductor's basic rate will continue until:

(a) general wage increases applied to the basic through freight Trainman rate equal or surpass the January 1, 1969 basic through freight. Conductor's rate, at which time the incumbency differential shall be erased, and payment will be made at the through freight Trainman's rate;

OR

(b) such Conductor fails to exercise seniority to, or to accept, any position available to him the basic rate of which is higher than the basic rate of the position he is then holding running out of the Greater Vancouver Terminal either in relief or regular capacity,

OR

(c) the employee's services are terminated by discharge, resignation, death or retirement.

This incumbency differential shall only be applied to the actual miles paid at a basic rate of pay lower than the January 1, 1969 Conductor's basic through freight rate, up to a maximum of 4300 miles in each man's monthly checking period. Payment of the incumbency rate will be made monthly.

Name	Seniority Date
G.J. Reid	June 2, 1948
J.D.K. McLeod	July 16, 1949

4. The following provisions shall apply to the adjustment of crews in the Yale Subdivision Pool and the adjustment of Trainmen on the Yale Subdivision spare board when less than 14 crews are set up In the Yale Subdivision Pool, and there are one or more "starred" employees on the Yale Subdivision spare board.

1. **Yale Subdivision Pool Adjustment**

(a) The total miles run by unassigned crews in the Yale Subdivision Pool will be used in calculating the crew level at each 10 day checking period interval.

(b) The crews will be adjusted as near as practicable to the 4300 mile per month level.

(c) While the normal crew adjustment will be on the 10-day checking period interval, the Company may adjust crews at any time when traffic levels decline abnormally.

2. Yale Subdivision Spare Board Adjustment

(a) The total spare miles earned by all employees shall be used in the adjustment of the number of Trainmen required on the Yale Subdivision spare board, at the 10-day checking period interval.

(b) The Trainmen on the spare board will be adjusted as near as practicable to 4300 miles per month. Paragraph 41.2 of Article 41 as it would apply at Vancouver is amended accordingly whenever less than 14 crews are set up in the Yale Subdivision pool.

(c) The total miles earned by the "flooded" number of additional Trainmen on the spare board shall be added to the total miles earned by the number of spare board Trainmen who would otherwise, in the normal process of board adjustment, be sufficient to protect spare and relief work in the relevant 10-day checking period. When these total miles are divided by the number of spare board trainmen who are on the spare board by the normal spare board adjustment above referred to, and the average miles fall below 1433, a reduction in the number of spare Trainmen will be made accordingly.

(d) Whenever a crew adjustment in the pool takes place as provided for in section 1(c) of this Clause 4, a corresponding reduction may be made in the number of spare Trainmen on the spare board.

5. For the purpose of Yardmen's Promotion Rights, all yards within the switching limits of the Greater Vancouver Terminal shall be considered as one original yard.

Relief and spare work will be provided from one spare board.

6. The Memorandum of Agreement signed at Winnipeg, Manitoba, June 3, 1954, respecting the merging of the names of Yard Foremen and Yard Helpers of the former Vancouver Terminal Railway into the seniority lists of Canadian National Yard Foremen and Yard Helpers on the Vancouver Terminal Division is cancelled.

7. Yard Foremen and Yard Helpers whose names appear hereunder shall retain their seniority as Yardmen on the British Columbia Promotion District and shall have preference over other Yardmen to Yard Foremen's and Yard Helpers' positions respectively in assignments which commence work at a location on the north shore of Burrard Inlet or at the Waterfront Yard in the Greater Vancouver Terminal.

Name	Date Employed as Yard Helper	Date Promoted to Yard Foreman
Forrest, J.H.	January 16, 1942	
Morgan, H.L.	August 10, 1945	
Weir, M.W	February 13, 1947	
Ashcroft, J	October 6, 1947	
McEachern, J.A	March 2, 1951	
Googal, J.W.	May 16, 1951	
Kennedy, W.H	June 28, 1951	
Morrison, J.A.	November 29, 1951	
Stevenson, G.	January 14, 1952	

8. Yardmen manning yard engines in the Greater Vancouver Terminal will be released from duty at the same yard in which they commenced duty, and if necessary, the Company will provide transportation free of charge back to the yard where such crew commenced duty.

9. Freight trains handled by unassigned crews will normally originate and terminate in the Port Mann Yard of the Greater Vancouver Terminal.

10. Should the Company operate a crew or crews in assigned freight service to handle a train or trains which originate and terminate at other than Port Mann Yard, such assignment or assignments will not cause the number of yard crews assigned in the Greater Vancouver Terminal to fall below the number assigned in the Terminal at April 23, 1969. Such assurance does not guarantee Yardmen against reductions in cases that may be brought about by reduced traffic levels.

11. Where a road crew travels between yards or stations in the Greater Vancouver Terminal because they are required to report for duty in one yard or station, and on return to the terminal are released from duty at another yard or station, such crew, where a travel allowance is specified below, will qualify for such travel allowance and be provided with transportation between the points concerned free of charge. Payments made under this Clause 11 shall be at the rate of pay of the service completed and shall not result in duplicate time payment.

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

12. Where a road crew in the Yale Subdivision pool is required to report to the Vancouver passenger station to handle a passenger train, and requires transportation from Port Mann yard office, such crew will be provided with a travel allowance of 1 hour and with transportation to the Vancouver passenger station free of charge. On return to the terminal, if such crew is released from duty at other than the Port Mann yard, Clause 11 above will apply.

Payments made under this Clause 12 shall be at the rate of pay applicable for the service called for and shall not result in a duplicate time payment.

13. DELETED (Refer to Addendum No. 4A)

14. The letter dated March 2, 1922 addressed to General Chairmen H.E. Barker and A.J. Ryall of the Conductors' and Trainmen's committees which deals with protecting train movements out of Port Mann is hereby cancelled.

The letter dated September 5, 1958 addressed to General Chairman G.C. Gale which deals with deadhead payments between Port Mann and Vancouver is hereby cancelled.

15. Notwithstanding the provisions of sub-paragraph (b) (iii) of paragraph 139.2 of Article 139 of this Agreement and Article 34 of Agreement 4.2 will be interpreted by the Company so that it will be deemed impractical for a Conductor, Trainman, Yardman or Yardmaster who is regularly assigned, regularly set up or on the spare board at Vancouver on the effective date of this Agreement to commute daily to his new work location when;

(a) he has his residence in Vancouver west of Boundary Road, on Lulu Island west Number 8 Road in West Vancouver or in North Vancouver west of Seymour Creek;

AND

(b) he is required to report for duty at Port Mann.

The Company shall have no obligation under Article 139 to assume any costs of relocating employees east of the western boundaries of the municipalities of Langley and Maple Ridge.

16. This Agreement shall become effective at a date, subsequent to the date hereof, to be determined by the Company but in any case not earlier than August 21. The Union will be given 7 days prior notice of such effective date.

17. This Agreement is in full and final settlement under the provisions of Article 139 of Agreement 4.3 and Article 34 of Agreement 4.2 of all measures to minimize the adverse effects upon the employees affected by the material change referred to in the preamble to this Agreement.

Signed at Montreal, Quebec this 4th day of August, 1969.

Signatures not reproduced.

APPENDIX I

D.J. McKenzie
V.M. McLeod
A. Ross
E.K. Anderson
D.K. Smith
W.G. Skerik
D.B. Carnahan
K.G. Manchester
P.H. Jeffery
B.K. MacRae
W.F. Romanow
A.F. Lindenbach
C.R. Memphis ESB
D.S. Bigelow
G.J. Reid
G.M. Baker
W.P. Campbell
C.F. Halicki
L.H. Manchester
W.W. Morwick
R.C. Wells
K.F. Taylor
J.G.R. Bastien
A.E. McDonald
E.K. Bray
J. Klikach
J.D.K. McLeod
W.J. Savage
A.N. Rita
J.B. Hein
G.E. Carlson
B.G. Gielens
J. Smith
W.F. Rykyta
R.A. Mogg
A.L. Bullock
P. Lawrence

This is Appendix I to Memorandum of Agreement dated August 4, 1969 re Greater Vancouver Terminal.

ADDENDUM NO. 4A

MEMORANDUM OF AGREEMENT
between
CANADIAN NATIONAL RAILWAY COMPANY
and
UNITED TRANSPORTATION UNION

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union regarding the transportation arrangements for employees assigned to the Greater Vancouver Terminal as identified in Addendum No. 4 of Agreement 4.3.

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. 4 of Agreement 4.3 shall be amended and the following provisions will apply to Conductors, Trainmen, Yardmen and Yardmasters assigned to the Greater Vancouver Terminal as herein described effective with the date of signing of this Agreement.

Item 13 of Addendum No. 4, Agreement 4.3 shall be deleted in its entirety effective with the signing of this Memorandum of Agreement and the following shall be substituted therein:

1. Conductors, Trainmen, Yardmen and Yardmasters 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. Conductors, Trainmen, Yardmen and Yardmasters 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 come under the scope of Agreement 4.2 or 4.3 subsequent to 8 July, 1988 shall be required to provide their own transportation to and from their work location.

4. The routes, conditions 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 employees 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, Eighth 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 employees who are required to report for duty at the Lynn Creek Yard. The route to be followed will be Thornton Yard over Patullo 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 employees 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 employees who are required to report for duty at Lulu Island covered by this agreement.

e) On a 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.

5. 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.

6. Based on operating experience, adjustments will be made to the transportation travelling time between the originating points mentioned above.

7. Employees will be advised through local instructions as to the methods of securing the transportation service.

8. 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 employees.

9. 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.

10. This agreement is subject to ratification by the employees affected the results of which will be communicated to the Company no later than March 2, 1989.

11. This Memorandum of Agreement shall be full and final settlement of company demand Item contained in the Memorandum of Agreement pertaining to the settlement of Regional Proposals signed March 4, 1987 and the National Agreement signed at Montreal 17 February, 1988.

Signed at Edmonton, Alberta this 26th day of January, 1989.

FOR THE COMPANY:

(Sgd) K.G. Macdonald
For: Sr. Vice-President
Western Canada

FOR THE **UNION:**

(Sgd) L.H. Olson
General Chairman

APPENDIX "A"

List of Employees permanently assigned to the
Greater Vancouver Terminal on 23 April 1969

PIN	Employee
634045	Anderson J.I.
893909	Arthurs, W.B.
663025	Bartels, D.P.
634544	Blaschuk, W.
586108	Bray, E.K.
894075	Bridge, D.C.
893910	Campbell, K.
698891	Chikowski, J.E.
686508	Cook, C.P.
680036	Cooper, T.R.
668289	Culbert, H.D.
681903	Davis, J.E.
893328	Dunn, R.J.
685054	Evans, D.S.
893259	Fawdrey, J.D.
627604	Fox, R.M.
894329	Friesen, R.K.
596271	Gaidos, R.
591122	Halicki, J.J.
894321	Hargrove, R.A.
693555	Howe, E.A.
893957	Hynes, K.R.
893924	Jones, R.H.
686130	Kilthau, W.D.
686556	Latter, B.D.
669204	Lawrence, P.
695894	Lewis, C.S.
633115	Lindenbach, A.F.
591818	Lynch, J.F.
656585	Matysiak, E.J.
893589	Maxwell, A.K.
688193	McKay, J.
689292	Memphis, C.R.
597860	Mogg, R.A.
686452	Moore, E.A.
622948	Mychaluk, W.
685723	Palm, C.A.
894272	Patton, R.E.
683850	Rees, R.V.
650181	Robertson, R.S.

PIN	EMPLOYEE
680944	Rogers, T.F.
567109	Romanow, W.F.
586158	Rykyta, W.F.
694878	Schofield, D.F.
635676	Shoemaker, V.J.
634096	Shore, L.
686402	Smith, J.T.
676921	Snook, H.D.
690248	Stevenson, R.A.
680191	Stushnoff, R.W.
696432	Warner, K.A.
686211	Werboweski, L.F.
694883	Wheeler, L.C.
693094	Wilkin, B.G.
689938	Wills, B.T.

ADDENDUM NO. 5

August 4, 1969

Mr. J.S. Corbett
General Chairman
United Transportation Union
610 Broadway Avenue
Winnipeg, Manitoba

Dear Mr. Corbett:

In Clause 2 of the Agreement of August 4, 1969, providing measures to minimize adverse effects upon employees resulting from changed operating conditions at Vancouver and Port Mann, B.C., the words "on the spare board" appearing in the seventh line of the second paragraph, shall be construed to mean the regular position the "starred" man would hold had he been on the working spare board in the Yale Subdivision.

In Clause 3, paragraph (b) of the aforementioned Agreement, a Conductor who fails to exercise seniority to a position carrying a basic rate which is higher than the basic rate of the position he is then holding, shall have his incumbency reduced by the difference between the rate of pay of the position he holds and the position which he could have held. Failure to exercise seniority to a position of Conductor in freight service shall result in the incumbency being terminated.

Yours truly,

I CONCUR:
Signatures not reproduced.

ADDENDUM NO. 6

CANADIAN NATIONAL RAILWAY COMPANY
Mountain Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, and the United Transportation Union with respect to Switchtenders to be employed at the Transportation Control Centre in Calder Yard, Edmonton.

IT IS AGREED that the Switchtenders' positions to be established at the Transportation Control Centre in Calder Yard, on or about 1 June, 1971 will be classified as Senior Switchtenders and will be subject to the following rates of pay and working conditions, which will supplement Agreement 4.3 to the extent indicated:

1. The rate of pay of Yard Helper shall apply to the Senior Switchtenders' positions at the Transportation Control Centre, Calder Yard.

2. In the application of Article 86 of Agreement 4.3, permanent vacancies or new assignments will be bulletined at the Spring and Fall change of timetable.

3. Applicants for positions of Senior Switchtenders, permanent and spare, must be qualified to the satisfaction of the appropriate officer (who shall be the sole judge of qualifications).

4. Applicants for positions of Senior Switchtenders will not be sonsidered unless they have had at least six months' experience as a Yard Helper.

5. Should, no applications be received for a position of Senior Switchtender, the Junior Yard Helper, who has had six months' experience and who is qualified as a Senior Switchtender, will be assigned and will remain on such assignment for the life of the timetable, unless displaced by a senior employee who was working as a Senior Switchtender at the time the vacancy commenced.

6. Relief will be provided from the Yard Helpers' spare board on a first in, first out basis, by calling those employees qualified as Senior Switchtenders. Should the spare board be exhausted of such employees, the junior qualified Yard Helper will be used providing he has had eight hours off duty.

7. This Memorandum of Agreement shall remain in effect subject to sixty days' notice in writing from either party of its desire to cancel or revise same.

Signed at Edmonton, Alberta, this 31st day of May, 1971.

FOR THE COMPANY:

(Sgd) R.H. Menary
for Vice-president
Mountain Region

(Sgd) W.S. Mason
for Vice-president
Personnel & Labour Relations

FOR THE UNION:

(Sgd) H.R. Burnett
General Chairman

ADDENDUM NO. 7

Montreal, Quebec
15 February 1972

Mr. H.R. Burnett
General Chairman
United Transportation Union (T)
610 Broadway Avenue
Winnipeg, Manitoba
R3C OW8

Dear Mr. Burnett:

This will confirm our understanding in regard to the Memorandum of Agreement signed today covering the training as locomotive engineers of certain employees represented by you, namely:

> In the application of paragraphs 83.15 to 83.28 inclusive of Article 83, where the removal of a protected employee from the active working lists by a permanent promotion to a position as Locomotive Engineer has resulted in a helper position in a crew being discontinued at a yard, the return of such protected employee to the working lists shall result in one discontinued helper position being re-established at that yard. A promotion to a position of Locomotive Engineer shall be considered permanent when a protected employee has been assigned in that capacity for a period of ninety consecutive days.

Yours truly,

(Sgd)W.S. Mason
for Assistant Vice-president
Labour Relations

ADDENDUM NO. 8

April 21, 1972

Mr. H.R. Burnett
General Chairman
United Transportation Union
610 Broadway Avenue
Winnipeg 1, Manitoba

Dear Mr. Burnett:

This will confirm our discussion today respecting the problem that exists at Vancouver whereby trainmen on the spare board are not responding when called for service, and thereby thwarting the spirit and intent of the guarantee prescribed for their protection under the terms of the Agreement signed at Montreal, Quebec, August 4, 1969.

Hereafter a trainman on the spare board at Vancouver who misses a call during a checking period shall, for each calendar day on which a call is missed, have one hundred miles at the assistant conductor's through freight rate deducted from any amount he may otherwise be entitled to under the terms of the guarantee provided for in Clause 2 of the above-mentioned agreement. It is understood, of course, that 1433 miles specified in Clause 2 is for a ten-day checking period, and if a trainman is on the spare board for only a portion of a checking period, the guarantee shall apply on a proportionate basis for the portion of the checking period he is on the spare board.

Please confirm your concurrence to the foregoing by signing the attached copy of this letter in the space indicated below.

Yours truly,

Signatures not reproduced.

ADDENDUM NO. 9

APPLICATION OF HOURS OF SERVICE REGULATIONS

October-1998

Barry J. Henry General Chairperson

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 35.10 of Agreement 4.3.

   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 $70.00 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) B.J. Henry
General Chairperson

(SGD) J. Torchia
Director, Labour Relations

(SGD) M. Moroz
Manager, Workforce Strategies

ADDENDUM NO. 10

August 27, 1973
Our File: 8210-21

Mr. H.R. Burnett
General Chairman
United Transportation Union (T)
610 Broadway Avenue
Winnipeg, Man.

Dear Mr. Burnett:

On May 3, 1973, Mr. A.J Speare, General Chairman, B.L.E., in a letter to the Company requested that an understanding be reached on the application of the mileage regulation provisions when an engine service employee moves to or from a position of locomotive engineer. We understand you have received a copy of Mr. Speare's letter.

After reviewing Mr. Speare's request, we find that an inequity exists in the miles of an engine service employee upon promotion to a locomotive engineer. At present, when an ESB is promoted, he could find himself off for miles under the mileage regulations (Article 101 - B.L.E. collective agreement 1.2) if he had earned in excess of the maximum 3800 miles. Also when a locomotive engineer is demoted to an ESB, he could inflate his earnings while other train and yard service employees are limited in accordance with the applicable collective agreements.

Therefore, to overcome the inequity, we would suggest that the following understanding be implemented:

(a) When an engine service employee is promoted to a locomotive engineer's position, the employee's miles earned during that period will be decreased by 12%, i.e.,

Miles earned as ESB to date of promotion	- 3400 miles
Decrease of 12%	- 408 miles
Miles to be recorded	- 2992 miles

(b) When a locomotive engineer is demoted to an engine service employee, the employee's miles earned during that period will be increased by 12%, i.e.,

Miles earned as locomotive engineer to date of demotion	- 3600 miles
Increase of 12%	- 432 miles
Miles to be recorded	- 4032 miles

If you agree with 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. A.J. Speare, General Chairman, B.L.E., and you are so advised.

Yours truly,
(Sgd) W.S. Mason
for Assistant Vice-president, Labour Relations

I CONCUR:
(Sgd) H.R. Burnett
General Chairman

ADDENDUM NO. 11

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF UNDERSTANDING between the Canadian National Railway Company and the United Transportation Union respecting the application of the "NOTE appended to Article 88.

It is understood:

(1) When a yardman works in excess of ten straight time yard shifts in a two-week pay period, he will so notify his appropriate supervisor at the close of that period. Such yardman will be required to take the excess shift(s), or day(s), off from work as directed by the supervisor.

(2) Notwithstanding the provisions of Articles 79 and 80 and paragraphs 90.2 to 90.5 of Article 90, a regularly assigned yardman, who is unable to accumulate ten shifts in a two-week pay period as a result of being displaced, will be permitted, in seniority order, to make up the shift(s) or day(s) lost, by working vacant yard assignments and extra yard assignments. He will work such vacant and/or extra yard assignments in preference to:

(a) sparemen; and

(b) regularly assigned yardmen referred to in paragraphs 80.2 and 80.5 of Article 80.

(3) A yardman desiring to make up the shift(s), or day(s) lost pursuant to (2) above, will, at the close of the pay period, so notify his appropriate supervisor stating the shifts for which he will be available. A shift so worked will be paid at the straight time rate of pay and it shall not, directly or indirectly, form a basis for the payment of a tour of duty at the punitive rate of pay.

(4) No part of this Memorandum of Understanding shall be used against the Company in any manner whatsoever as a basis for a grievance or time claim by or in behalf of any employee.

(5) The appropriate Company supervisor and the Local Chairman will co-operate in the application of this Memorandum of Understanding.

(6) The Memorandum of Understanding may be cancelled upon thirty days' notice in writing by either party to the other.

Signed at Montreal, Quebec, this 1st day of February, 1974.

Signatures not reproduced.

ADDENDUM NO. 12

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, February 1, 1974

Mr. G.R. Ashman
General Chairman
United Transportation Union
Room 108
160 Eglinton Avenue East
Toronto 315, Ontario

Mr. H.R. Burnett
General Chairman
United Transportation Union
610 Broadway Avenue
Winnipeg, Manitoba
R3C OW8

Mr. P. LaRochelle
General Chairman
United Transportation Union
Rooms 108-109
978 St. Jean
Quebec 4, Quebec

Mr. G.E. McLellan
Asst. General Chairman
United Transportation Union
Room 108
160 Eglinton Avenue East
Toronto 315, Ontario

Gentlemen:

As you are aware, the Report of the Arbitrator dated January 16, 1974, pursuant to the Maintenance of Railway Operations Act, 1973, stipulates that when "Heritage Holiday" is established by law, it will be added to the list of holidays now provided for under the Master Agreements. The Report, in this respect, mentions Shopcrafts and Non-Ops employees.

This will confirm the understanding the Company gave you today that, when Heritage Holiday becomes effective for the above groups of employees, it will also be allowed to employees which you represent on CN.

Yours truly,

(Sgd) W.S. Mason
for Asst. Vice-President
Labour Relations

cc: Mr. G.C. Gale, Vice-president, U.T.U.
Mr. G.W. McDevitt, Vice-President, U.T.U.

ADDENDUM NO. 13

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 Employees, 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, Assistant Conductor or Yard Service Employee, 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, Assistant Conductor or Yard Service Employee, the employee would be granted vacation date(s) on the appropriate Conductors', Assistant Conductors' or Yard Service Employees' vacation list; if the preponderance of work in the previous year was performed as a Locomotive Engineer, then the employee would be granted vacation date(s) on the Locomotive Engineers' vacation list.

Disputes from individual employees arising from this arrangement are to be settled by the proper Officer of the Company and the Local Chairman concerned.

The Memorandum of Agreement is subject to cancellation on 30 days' notice in writing from any of the signatories hereto.

Signed at Montreal, Quebec, this 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

ADDENDUM NO. 14

April 11, 1974

Mr. P. LaRochelle
General Chairman
United Transportation Union
Quebec City, Quebec

Mr. G.R. Ashman
General Chairman
United Transportation Union
Toronto, Ontario

Mr. H.R. Burnett
General Chairman
United Transportation Union
Winnipeg, Manitoba

Mr. G.E. McLellan
Asst. General Chairman
United Transportation Union
Toronto, Ontario

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. For purposes of reporting T-4 earnings, the calendar year has been defined as the dates encompassed by the regular 26 payroll periods. 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 as reported on T-4 earnings as Total Earnings Before Deductions Less Taxable Allowances and Benefits". We believe this would benefit the employees in that they will be able readily to project their vacation pay entitlement. It wilt at the same time reduce the administrative burden on the Company.

If this arrangement is satisfactory to you, please indicate your concurrence by signing the five duplicates of this letter which are attached to Mr. LaRochelle's copy, in the space provided. We would then ask Mr. LaRochelle to kindly forward the five duplicates to Mr. Ashman for his signature, and likewise Mr. Ashman to Mr. McLellan and Mr. McLellan to Mr. Burnett for theirs, after which we would appreciate the return of the duplicates to this office.

If, on the other hand, you require further explanation, we would be prepared to do this at the meeting already scheduled for April 18.

Yours truly,

(Sgd) W.S. Mason
for Assistant Vice-President
Labour Relations

I CONCUR

(Sgd) H.R. Burnett
General Chairman

(Sgd) G. Robt. Ashman
General Chairman

I CONCUR:

(Sgd) Paul LaRochelle
General Chairman

(Sgd) G.E. McLellan
Asst. General Chairman

cc: Mr. G.C. Gale, Vice-President, U.T.U. Winnipeg, Manitoba

cc: Mr. G.W. McDevitt, Vice-president, U.T.U. Ottawa, Ontario

ADDENDUM NO. 15

CANADIAN NATIONAL RAILWAY COMPANY
Prairie Region

MEMORANDUM **OF** AGREEMENT between the United Transportation Union and the Canadian National Railway Company to provide for amendments to Article 99 of Agreement 4.3.

IT IS AGREED that effective 1 November 1976 the provisions of Article 99 are suspended as far **as** the Terminal of Winnipeg is concerned, and the following will be substituted in lieu thereof:

ARTICLE 99

Car Retarder Operators Employed in Hump Yards

99.1 In addition to this Article 99, the principles contained in the Articles listed hereunder will apply to Car Retarder Operators:

Article 75 - Rates of Pay
Article 76 - Shift Differential
Article 78 - Rest
Article 79 - Work Week
Article 80 - Overtime
Article 81 - Starting Time
Article 89 - Displacement (Paragraph 89.2 only)
Article 90 - Called and Cancelled for Spare Men
Article 91 - Notice When Requesting Relief
Article 104 - Paragraphs 104.2, 104.3 and 104.4 only
Article 106 - Calling
Article 109 - Discharged Employees Re-entering Service
Article 110 - Seniority Lists
Article 111 - Seniority and Promotion Districts
Article 116 - Certificate of Service
Article 117 - Discipline
Article 119 - Expenses Away from Home
Article 120 - Time Returns
Article 121 - Grievance Procedure
Article 123 - Held for Investigation or Company Business
Article 124 - Attending Court
Article 125 - Pay for Examinations
Article 126 - Jury Duty
Article 127 - Annual Vacations
Article 128 - General Holidays
Article 129 - Bereavement Leave
Article 130 - Leave of Absence
Article 131 - Resuming Duty After Leave of Absence
Article 132 - Protection of Seniority
Article 134 - Life Insurance Upon Retirement
Article 135 - Benefit, Dental and Health Care Plans
Article 139 - Material Changes in Working Conditions
Article 140 - Appointing Yardmasters
Article 141 - Interpretation of Agreement
Article 142 - Manning; in case of work stoppages

99.2 Eight consecutive hours and time required for transfers will constitute a day's work for **a** car retarder operator. Overtime shall not commence until completion of a day's work.

99.3 Car retarder operators will be taken from the ranks of qualified yardmen working in yard or road service at the terminal (who have written the "A" book).

99.4 Bulletins will be posted in the usual manner calling for applicants to train for car retarder operator's positions.

99.5 In advance of placing in operation of new hump yard with automatic car retarders, a sufficient number of employees will be selected on a seniority basis to train as car retarder operators.

99.6 Applicants will be considered qualified on successful completion of the training period. If, during the training period, the Company determines that an applicant cannot qualify, training will be discontinued and the employee advised in writing the reason for his disqualification.

99.7 Employees initially selected and subsequent applicants for training will be compensated for each day spent in training at the rate of pay of the regular assignment held by bulletin, except that Road Conductors and Assistant Conductors will be paid Conductor's (Yard) and Yard Helper's rates respectively. Each trainee will receive a minimum of five (5) days of training. Following the training period they will qualify as per agreement.

99.8 Upon completion of training, applicants will be considered as on probation until they have completed 21 cumulative shifts as car retarder operators. If disqualified before completing 21 shifts, the reason for such disqualification will be given in writing. After completing 21 shifts as a car retarder operator, employees will not be disqualified without an investigation.

99.9 Subject to provisions of Article 99.8, qualified car retarder operators shall be designated "CRO" opposite their name on the yardmen's seniority list.

99.10 For the first 4 years that a new hump yard *is* in operation, positions of car retarder operators employed in such yard will be bulletined once a year, at the Spring change of timetable, and employees assigned *to* such position must remain in such classification until the following Spring timetable. Thereafter car retarder operator's positions will be bulletined twice a year, at the Spring and Fall changes of timetable, and employees assigned to such positions must remain in such classification until the following change of timetable. Employees who qualify subsequent to a change of card, and where there are vacant assignments they can hold, will be assigned and will be required to remain in such classification until the next change of timetable, unless displaced, or disqualified as per Article 99.8. An employee assigned to *a* Car Retarder Operator's position must give 30 days notice in writing to voluntarily vacate the assignment. The Company, may in *its* discretion, release such an employee from his position before the expiration of the 30-day period. Such employee will not again be permitted to make application for position of car retarder operator until the next change of timetable, unless otherwise agreed between an appropriate company officer and the General Chairman. The waiting period may be waived in the event there are no qualified car retarder operators available. A car retarder operator who accepts a promotion will not be deemed to have "voluntarily vacated" his assignment. However, a Car Retarder operator whose position is abolished may exercise his seniority with Paragraph 89.2 of Article 89.

99.11 If no applications are received for a bulletined car retarder operator's position, the junior qualified car retarder operator in yard service not working as such will be assigned.

99.12 Employees qualified as car retarder operators who at a change of timetable do not stand for a regular assignment as such, and employees who qualify subsequent to a change of timetable, will be required to protect spare work when fit and available and with the exception of those covered by Paragraphs 99.10 and 99.11 will only be permitted to exercise their seniority on permanent vacancies or newly created positions. For the purpose of this Article a newly created position would be a position not in existence at a change of timetable. Employees covered under this Paragraph would be permitted to exercise seniority over others in their own class. A car retarder operator who at change of timetable bids in all assignments as

ch and who cannot hold same due to lack of Seniority, shall not be deemed to have lost preference to such positions including temporary vacancies.

99.13 When a temporary vacancy occurs the junior car retarder operator in yard service not working as such whose starting time is the same as that of the vacancy to be filled, or if none available at the same time, the junior car retarder operator whose starting time is the closest thereto will be called and will be paid under the overtime rules. In the event that a vacancy can not be filled by qualified CRO's in yard service, the junior qualified CRO in road service will be called and must protect such vacancy.

99.14 Temporary vacancies of 3 days or less will be filled under Paragraph 99.13 for the first 3 days, and commencing on the fourth day will be filled by the senior assigned man desiring same. Should no applications be received for such vacancy, the junior car retarder operator in yard service not working as such will be assigned.

99.15 A car retarder operator filling a temporary vacancy will, if he desires any regular CRO assignment which may be bulletined while filling such temporary vacancy, bid for same and if assigned may, at his option, continue on the temporary vacancy until relieved.

99.16 A temporary vacancy occurs at the time a man is required to report for duty to replace a regularly assigned man, and ceases when the regularly assigned man declares that he is reporting to his assignment. An employee forced to protect such vacancy under Paragraph 99.13 and Paragraph 99.14, will upon completion of such temporary vacancy, return to his former assignment.

99.17 Where a regularly assigned car retarder operator vacates his assignment to take his vacation or because he had been granted leave of absence and it is known that the vacancy will exist for more than 3 working days, such temporary vacancy will be filled by the senior assigned car retarder operator who desires same, unless the vacancy is subsequently desired by a regularly assigned car retarder operator who is senior and who is off duty at the time the vacancy occurred. Should no applications be received for such vacancy the junior car retarder operator not working as such will be assigned.

99.18 A permanent vacancy or a newly created position will be bulletined for a period of 5 days and the senior qualified applicant assigned. Where no applications are received, the position will be filled by the junior car retarder operator in yard service not working as such, who will be assigned.

99.19 Employees bidding on regular assignments bulletined under this Article will make proper application to the proper authority and file a copy of such application with the Local Chairman. Such application may not be withdrawn or cancelled after the expiration of the bulletin.

99.20 An employee on vacation or leave of absence during the whole time a position covered by this Article is bulletined, may prior to resuming duty, exercise his seniority to any such position.

99.21 A qualified car retarder operator who does not bid in assignments at a change of timetable and who fails to protect a vacancy when he is fit and available for duty will forfeit all right to work as a car retarder operator until the next change of timetable. Employees qualified as car retarder operators who forfeit their right to work in two successive timetable changes will have their names removed from the list of car retarder operators and will not be allowed to work as such until they requalify as car retarder operators and will do so on their own time, unless otherwise agreed between an appropriate Officer of the Company and the General Chairman.

99.22 Car Retarder Operators will co-operate in keeping office or tower rooms in which they work clean and neat.

99.23 A Car Retarder Operator will be allowed 20 minutes for lunch during his tour of duty, to be taken when operation requirements permit and without deduction in pay. 805

This Memorandum of Agreement shall thereafter be subject to thirty (30) days' written notice from eit. party of its desire to revise it.

Signed at Winnipeg, Manitoba, this 23rd day of November 1976.

FOR THE COMPANY: FOR THE UNION:

Signatures not reproduced.

ADDENDUM NO. 16

MEMORANDUM OF AGREEMENT
between
THE CANADIAN NATIONAL RAILWAY COMPANY
and
THE UNITED TRANSPORTATION UNION (T)

With respect to the terms and conditions applicable to employees represented by the United Transportation Union (T), and governed by Agreement 4.3 when trains are operated thru Fort Frances, Ontario, and delivered to or picked up from the Duluth, Winnipeg and Pacific Railway at Ranier, Minnesota.

IT IS AGREED that the following terms and conditions are applicable when trains are operated thru Fort Frances, Ontario, and delivered to or picked up from the Duluth, Winnipeg and Pacific Railway at Ranier, Minnesota.

Section I - Rules and Conditions

1. Through trains to or from the Duluth, Winnipeg and Pacific Railway will be delivered to or picked up at Ranier, Minnesota, by Canadian National Railway road crews.

2. Trains originating at Fort Frances destined to the D.W. & P. Railway at Ranier which are handled by D.W. & P. crews in interdivisional service and interdivisional trains terminated by D.W. & P. crews at Ranier, Minnesota, which are destined for Fort Frances.will be handled by Canadian National Railway yard crews.

3. (a) Canadian National Railway road.and yard crews who deliver trains to or pick up from Ranier, Minnesota, are not permitted to perform any switching, spotting, or setting out of bad order cars at that point.

(b) Bad order cars, hold cars, shifted loads that are set off by D.W & P. crews for return to Fort Frances, Ontario, will be handled by CN crews.

(c) Canadian National Railway road crews ordered at Rainy River to operate Rainy River - Fort Frances via Ranier, Minnesota, will return their caboose and locomotive(s) to Fort Frances, if required.

4. Subject to the provisions of the Letter of Understanding dated 29 October 1976 and attached hereto as Appendix "A", D.W. & P. crews who operate trains other than those in "interdivisional service" as referred to in paragraph 2 of this Section I, retain the right to terminate trains in Fort Frances, Ontario, without claim by Canadian National crews to that portion of work between Ranier, Minnesota, and Fort Frances, Ontario, or return.

5. The provisions of Article 24 of Agreement 4.3 will apply to Canadian National through freight crews operating in turnaround service Rainy River - Rainy River via Ranier when the train arrives at Mile 90.2, West Switch, Fort Frances yard, until departure from such point.

6.(a)

(i) Canadian National crews who deliver trains to the D.W. & P. at Ranier, Minnesota, and are terminated there will be paid in accord with Articles 14 and 24 of Agreement 4.3. When crews are tied up at Fort Frances after delivering their train to the D.W. & P. at Ranier, Minnesota, they will be considered as on detention until arrival at the Yard Office, Fort Frances, Ontario.

(ii) Canadian National crews who commence a tour of duty at Ranier, Minnesota, to operate between Ranier and Rainy River will be considered on detention until the train passes Mile

90.2, West Switch, Fort Frances Yard and will be paid in accord with Article 14, Agreement 4.3.

6.(b)

(i) When Canadian National crews are deadheaded to or from Ranier, Minnesota, the Company may direct the route in which the crew shall deadhead -i.e., Ranier - Rainy River via Fort Frances, Ontario, Ranier - Rainy River via Baudette, Minnesota, or Rainy River - Ranier via Fort Frances, Rainy River Ranier via Baudette, Minnesota.

(ii) Canadian National crews who are deadheaded after delivering a train to Ranier, Minnesota, to Rainy River, Ontario, via Fort Frances, will be considered on detention between Ranier and Fort Frances Yard Office.

(iii) A Canadian National crews deadheaded from Rainy River, Ontario, to Ranier, Minnesota, via Fort Frances to pick up a train at Ranier, Minnesota, shall be considered on detention between Fort Frances Yard Office and Ranier, Minnesota.

7. Subject to the limitations set out in Paragraph 2 and 3 of this Section I, the switching limits of Fort Frances Yard are extended from Duluth Junction to Ranier, Minnesota.

8. If it becomes necessary to tie Canadian National road crews up after delivering their train to the D.W. & P. at Ranier, Minnesota, the Company will supply transportation to and from hotel/motel accommodation at Ranier and/or the immediate vicinity thereof. If transportation is not available within thirty (30) minutes following the time the crew is released from duty, all time in excess of the thirty (30) minutes waiting transportation will be paid at the pro rata rate of the service last performed until transportation is provided.

Section II Relocation Benefits

1. The employees listed in Appendix "B", attached hereto, who work at Fort Frances, Ontario, as of 1 November 1976, who maintain a residence at that location and are qualified in accord with Article 139 - "Material Change in Working Conditions" will be personally interviewed and the provisions of Article 139 - explained.

2. (a) The Interviews will be conducted by a Company officer and the General Chairman and/or his representative.

(b) After the interview, each Yardman will, within fifteen (15) days, advise the proper officer (Trainmaster - Fort Frances) of the Company and the General Chairman in writing of his intentions.

(c) A "qualified" employee who elects to relocate (limited to the number of Yardmasters and Yardmen reduced as a result of abolishment of Yard assignments) to another terminal will be entitled to the benefits as provided by paragraph 139.2 of Article 139 or if he elects to commute to the new location, he may opt for the monthly commuting allowance as provided for in Clause (i) paragraph 139.2, Article 139.

Section III

This Memorandum of Agreement is pursuant to our letter dated 2 June 1976 issued in accord with Article 139, Agreement 4.3, and is in full and final settlement of all matters pertaining to the operation of trains thru Fort Frances, Ontario, and delivered to or picked up from the Duluth, Winnipeg and Pacific Railway at Ranier, Minnesota, and shall be effective 1 November 1976.

.gned at Winnipeg, Manitoba this 2nd day of December 1976.

FOR THE COMPANY:

(Sgd) J.D. Hedley
for Regional Vice-president
Prairie Region

(Sgd) D.C. Fraleigh
for Vice-president
Industrial Relations
and Organization

FOR THE UNION:

(Sgd) H.R. Burnett
General Chairman

APPENDIX "A"

29 October 1976

Files:R8300-377-(1)
R8300-377-(2)

Mr. H.R. Burnett
General Chairman
United Transportation Union (T)
610 Broadway Avenue
Winnipeg, Manitoba
R3C OW8

Dear Mr. Burnett:

During the negotiations on the changes to the operation of trains through Fort Frances and delivered to or picked up from the D.W. & P. Railway at Ranier, Minnesota, a question was raised as to who would perform the work (snow plow, work train, etc.) between Fort Frances and the bridge (Canadian- U.S. border).

In the past, this work (whether snow plow, work train, etc.) has traditionally been performed by CN crews between Fort Frances Yard and the bridge with the remainder being performed by D.W. & P. crews (bridge to Ranier, Minnesota).

This will confirm that the work that was traditionally performed by CN crews (Fort Frances to the bridge) will continue to be performed in the manner as outlined above.

If the above accurately reflects the understanding reached, would you please sign the second copy of this letter and return.

Yours truly,

for: R.J. Hanson
Vice-president

I CONCUR:

(Sgd) H.R. Burnett
General Chairman
United Transportation Union (T)

APPENDIX "B"

Yardmasters & Yardmen

Borger, P.
Brunetta, A.F.
Gawryluk, A.
Grynol, N.
Gustafson, R.E.
Kawulia, M.B.
King, D.W.
La Forest, M.
Lindberg, L.G.
Riddick, T.A.
Shaw, G.C.
Sigurdson, G.A.
Tremblay, W.L.

ADDENDUM NO. 17

April 27, 1978

Mr. H.R. Burnett
General Chairman
United Transportation Union
610 Broadway Avenue
Winnipeg, Manitoba R3C OW8

Dear Sir:

During the recent round of negotiations, you 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 our discussions, you referred to instances where employees required to undergo periodic medical examinations cannot do so without losing time because their off-duty hours do not correspond with the business hours of the medical examination facilities. An example cited was that of an employee 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 125 of Agreement 4.3 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 123 of Agreement 4.3.

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.

The Company further agreed that any employee who is 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 123.4 of Agreement 4.3 whether or not he loses time.

Yours truly,
(Sgd) D.C. Fraleigh
for Assistant Vice-president
Labour Relations

cc: Messrs.D.W. Blair, Vice-president, Moncton
Y.H. Masse, Vice-president, Montreal
A.R. Williams, Vice-president. Toronto
R.J. Hansen, Vice-president, Winnipeg
C.F. Armstrong, Vice-president, Edmonton

cc: Mr. P. Vaughan - Director of Medical Services, Montreal
cc: Mr. R.A. Walker - Chief of Transportation, Montreal

ADDENDUM NO. 18

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to the conditions which will apply to employees who are required to undertake the Company's training course for qualification and promotion to conductor.

IT IS AGREED that, effective June 1, 1978, the Memorandum of Agreement signed at Edmonton, Alberta, May 26, 1975, as amended, with respect to the conditions which apply to employees who are required to undertake the Company's training course for qualification and promotion to conductor or yard foreman is cancelled and the following is substituted therefor:

1. In the application of Article 45 - Promotion, of Agreement 4.3, assistant conductors will first be qualified as conductor in freight service and will upon successful completion of the Company's training course for qualification and promotion to freight conductor be considered as qualified in such service.

2. Within six months following qualification as freight conductor, employees located at terminals where passenger crews are headquartered will be required to undertake the Company's training program for qualification as passenger conductor. Employees located at terminals where passenger crews are not headquartered may be required by the Company to undertake training under the provisions of this Item 2.

3. In the application of Items 1 and 2 hereof, the provisions of paragraph 45.8 of Article 45 will apply with the understanding that the "second examination" referred to in paragraph 45.8 will apply only to that portion of the respective training program which the employee failed to pass.

4. The Company's training course for qualification and promotion to passenger conductor as referred to in Item 2 hereof will include two trial road trips in passenger service. The purpose of such trial trips is to provide the employee with the opportunity to gain experience as a conductor in passenger service under the direction of an assigned passenger conductor. Arrangements for such trips will take into consideration their purpose and will be arranged between the appropriate Company officer and the employee. While on such trial trips, the employee will be paid the all-inclusive training rate provided in Item 7 hereof pro rated on a daily basis. 7a1=P

5. Employees qualified as freight conductor under the provisions of Item 1 hereof and who are not stationed at a terminal where passenger crews are headquartered will be required to qualify as passenger conductor within four weeks following transfer to a location where passenger crews are headquartered.

6. An employee qualified, under Item 1 hereof and who has not yet qualified under Item 2 hereof, may be required to work as a conductor in passenger service if there are no other qualified conductors available for such service due regard being had to the "manning" provisions of Agreement 4.3.

7. During the period of time an employee is assigned to the Company's training course, he will be paid therefor at the all-inclusive rate per 40-hour week of:

	EFFECTIVE	
Jan. 1/04	Jan. 1/05	Jan. 1/06
$	$	$
895.95	922.82	950.51

If the course is extended by the Company beyond 40 hours in any one week, or by any part of a week, he will be paid for such excess time at the pro rata hourly rate.

8. He will be allowed reasonable transportation expenses to and from the point where the training course is conducted provided such course is conducted at a location other than the employee's normal place of residence.

9. Away-from-home accommodation will be provided if the employee is unable to return home daily.

*10. Effective May 13, 2001, employees will be allowed, $18.00 per day where accommodations with cooking facilities are provided, or $28.00 per day where accommodations without cooking facilities are provided, for meals, when such are not provided by the Company or at Company expense, if employees are at a point other than their normal place of residence or work.

11. An employee who is required to lose a tour or tours of duty in order to travel between his normal place of residence and the location of the training course at the beginning and/or at the end of the course, will be paid a basic day at the straight time rate applicable to the class of service last performed for each tour of duty so lost.

12. In lieu of the provisions of the collective agreement with respect to general holidays he will be allowed an additional sum of money equal to one-fifth of the all-inclusive rate referred to in Item 7 for each general holiday which falls during the period of time he is assigned to the Company's training course.

Signed at Montreal, Quebec, this 9th day of May, 1978.

FOR THE COMPANY:	FOR THE UNION:
(Sgd) D.C. Fraleigh *for* Assistant Vice-president Labour Relations	(Sgd) H.R. Burnett General Chairman

**As* amended by the Memorandum of Agreement dated May 13 2001.

ADDENDUM NO. 19

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union.

IT IS AGREED that, effective June 1, 1978, the following conditions will apply with respect to qualified conductors who undertake "refresher training" under the Company's training program for passenger conductors.

1. Employees qualified as conductor prior to June 1, 1978 may be selected on a voluntary basis for "refresher training". The selection of such employees will be from terminals where passenger crews are headquartered.

2. During the period of time an employee is assigned to the Company's training course, he will be paid therefore at the all-inclusive rate per 40-hour week of:

	EFFECTIVE	
Jan. 1/04	Jan. 1/05	Jan. 1/06
$	$	$
983.56	1013.06	1043.46

If the course is extended by the Company beyond 40 hours in any one week, or by any part of a week, he will be paid for such excess time at the pro rata hourly rate.

3. He will be allowed reasonable transportation expenses to and from the point where the training course is conducted provided such course is conducted at a location other than the employee's normal place of residence.

4. Away-from-home accommodation will be provided if the employee is unable to return home daily.

***5.** Effective May 13, 2001, employees will be allowed, $18.00 per day where accommodations with cooking facilities are provided, or $28.00 per day where accommodations without cooking facilities are provided, for meals, when such are not provided by the Company or at Company expense, if employees are at a point other than their normal place of residence or work.

6. An employee who is required to lose a tour or tours of duty in order to travel between his normal place of residence and the location of the training course at the beginning and/or at the end of the course, will be paid a basic day at the straight time rate applicable to the class of service last performed for each tour of duty so lost.

7. In lieu of the provisions of the collective agreement with respect to general holidays he will be allowed an additional sum of money equal to one-fifth of the all-inclusive rate referred to in Item 2 for each general holiday which falls during the period of time he is assigned to the Company's training course.

Signed at Montreal, Quebec, this 9th day of May, 1978.

FOR THE COMPANY:	FOR THE UNION:
(Sgd) D.C. Fraleigh	(Sgd) H.R. Burnett
for Assistant Vice-president Labour Relations	General Chairman

*As amended by the Memorandum of Agreement dated May 13, 2001

ADDENDUM **NO. 20**

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union.

IT IS AGREED that effective June 1, **1978,** the following conditions will apply with respect to employees who are required to undertake the Company's training course for qualification and promotion to yard foreman.

1. During the period of time an employee is assigned to the Company's training course, he will be paid therefore at the all-inclusive rate per 40-hour week of:

	EFFECTIVE	
Jan. 1/04	Jan. **1/05**	Jan. **1/06**
$	**$**	**$**
895.95	**922.82**	**950.51**

NOTE: In applying the rates set out in the Memorandum, the provisions of article 133 shall apply in respect of employees hired on or after March **1, 1988.**

If the course is extended by the Company beyond 40 hours in any one week, or by any part of a week, he will be paid for such excess time at the pro rata hourly rate.

2. He will be allowed reasonable transportation expenses to and from the point where the training course is conducted provided such course is conducted at a location other than the employee's normal place of residence.

3. Away-from-home accommodation will be provided if the employee is unable to return home daily.

***4.** Effective May **13, 2001,** employees will be allowed, $18.00 per day where accommodations with cooking facilities are provided, or **$28.00** per day where accommodations without cooking facilities are provided, for meals, when such are not provided by the Company or at Company expense, if employees are at a point other than their normal place of residence or work.

5. An employee who is required to lose a tour or tours of duty in order to travel between his normal place of residence and the location of the training course at the beginning and/or at the end of the course, will be paid a basic day at the straight time rate applicable to the class of service last performed for each tour of duty so lost.

6. In lieu of the provisions of the collective agreement with respect to general holidays, he will be allowed an additional sum of money equal to one-fifth of the all-inclusive rate referred to in Item 1 for each general holiday which falls during the period of time he is assigned to the Company's training Course.

Signed at Montreal, Quebec, this **9th** day of May, **1978.**

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
For Assistant Vice-president
Labour Relations

FOR THE UNION:

(Sgd.) H.R. Burnett
General Chairman

*As amended by the Memorandum of Agreement dated May 13, 2001.

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ADDENDUM NO. 23

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to a trainer allowance to Conductors, Yard Foremen and Car Retarder Operators who are required to provide on-the-job training to employees training as Conductor, Yard Foreman or Car Retarder Operator on the Prairie and Mountain Regions.

IT IS AGREED that effective May 25, 1979 the Memorandum of Agreement signed at Edmonton, Alberta, May 26, 1975 with respect to a trainer allowance to Conductors, Yard Foremen and Car Retarder Operators who are required to provide on-the-job training to employees training as Conductor, Yard Foreman and Car Retarder Operator is cancelled and the'following is substituted therefor:

> A Conductor, Yard Foreman or Car Retarder Operator who, during a shift or tour of duty, is required by the Company to provide on-the-job training to an employee in training as Conductor, Yard Foreman or Car Retarder Operator will be paid the following allowance for such shift or tour of duty in addition to his other earnings:

	EFFECTIVE	
Jan. 1/04	Jan. 1/05	Jan. 1/06
$	$	$
31.20	32.13	33.10

*Conductors and Yard Foremen will not be required to provide on the job training to more than one employee or more than one trainee at a time.

The training provided may consist of such activities as giving advice, counsel and supervision as required to ensure a safe and efficient operation; assisting the trainee in improving his skill and competence; the completion of progress reports as necessary.

Signed at Montreal, Quebec, this 23rd day of May, 1979.

FOR THE COMPANY:

(Sgd) S.T. Cooke
Assistant Vice-President
Labour Relations

FOR THE UNION:

(Sgd) L.H. Manchester
General Chairman

*As amended by the Memorandum of Agreement dated October 1, 1992.

ADDENDUM NO. 24

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to a trainer allowance to a conductor or yard foreman who during a shift or tour of duty provides on-the-job training to individuals on trial trips while in training as a new assistant conductor or yard helper.

IT IS AGREED that effective May 25, 1979 the Memorandum of Agreement signed at Montreal, Quebec April 27, 1978, with respect to a trainer allowance to a conductor or yard foreman who during a shift or tour of duty provides on-the-job training to individuals on trial trips while in training as a new assistant conductor or yard service employee is cancelled and the following is substituted therefor:

A conductor or yard foreman who, during a shift or tour of duty, provides on-the-job training to individuals on trial trips while in training as a new assistant conductors or yard service employee, as the case may be, will be paid the following allowance for such shift or tour of duty in addition to his other earnings,

EFFECTIVE		
Jan. 1/04	Jan. 1/05	Jan. 1/06
$	$	$
31.20	32.13	33.10

*Conductors and Yard Foremen will not be required to provide on the job training to more than one employee or more than one trainee at a time.

The training provided may consist of such activities as giving advice, counsel and supervision as required to ensure a safe and efficient operation; assisting *the* trainees in improving their skill and competence; the completion of progress reports as necessary.

Signed at Montreal, Quebec, this 23rd of May, 1979.

FOR THE COMPANY:

(Sgd) S.T. Cooke
Assistant Vice-president
Labour Relations

FOR THE UNION:

(Sgd) L.H. Manchester
General Chairman

*As amended by the Memorandum of Agreement dated October 1, 1992.

ADDENDUM NO. 25

February 13, 1998

Mr. B.J. Henry
General Chairperson
Canadian Council of Railway
Operating Unions
Edmonton, Alberta

Dear Mr. Henry

During national negotiations which culminated in the signing of the Memorandum of Settlement concerning Agreement 4.3 on February 13, 1998 it was agreed that we would provide you with a letter clarifying the intent of the agreement insofar as work required by train service 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 Union 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 train service employees to marshall cars on arrival at terminals where yard engines are on duty.

The Company informed you that where yard engines are on duty, if employees in road service are instructed to yard their train in a particular track at a terminal and such track will not hold the entire train, they will double over surplus cars or a designated cut of cars to another yard track. In cases of yard congestion where there is insufficient room to double over all cars to one track it will be necessary to double over to more than one track, in the manner described above, to effectively yard the train. 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. Employees (including those working in a conductor only operation) required to double over designated cuts of cars will be paid 12 and 1/2 miles in addition to all other earnings for the tour of duty.

Except as provided in the foregoing paragraph, employees will not be required to marshall trains upon arrival at terminals (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 misunderstandings in this regard.

Yours truly,

(Sgd) D.W. Coughlin
For: Assistant Vice-president
Labour Relations

ADDENDUM NO. 26

August 1, 1980
File: 8304-2

Mr. L.H. Manchester
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Dear Mr. Manchester:

We wish to confirm our recent discussions respecting the establishment of a guarantee for the road service spareboard at Grande Prairie.

You will appreciate that the nature of railway operations and traffic fluctuations at some locations, especially smaller terminals, make it very difficult to maintain an adequate relief capability for road service. When traffic levels are high, spareboards can be manned at a level sufficient to ensure a satisfactory relief capability together with a reasonable income level to meet an employee's needs and expectations. However, when traffic levels decline or are erratic, employees are faced with a layoff (which could involve relocating in the exercise of seniority) or at best a situation where earnings become uncertain.

In an effort to improve the situation to the mutual benefit of the Company and the employees, it was agreed that a guaranteed spareboard would be established at Grande Prairie 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 41.2 of Agreement 4.3 will be suspended.

2. An employee assigned to the road service 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 assistant conductor's minimum through freight rate of pay:

month of February	- 2800 miles
all other months	- 3000 miles

(i) The guarantee will be reduced by the equivalent of 100 miles at the assistant conductor's through freight rate of pay for each calendar day or portion thereof on which the employee is not available for duty and for each call missed.

(ii) An employee on the spareboard who, 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 on 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 on a spareboard 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 on the spareboard 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 will be used to offset any such guarantee payments. Compensation earned outside the period of time the employee is assigned to the spareboard will not be used to offset the guarantee payments.

4. Subject to the requirements of the service and the provisions in this letter, the Company will regulate the number of employees on the spareboard in accordance with its operational requirements. When the spareboard is 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 assistant conductors will be permitted to make.

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 very truly,

(Sgd) Ray St. Pierre
For R.A. Walker
Vice-president

I AGREE:

(Sgd) L.H. Manchester
General Chairman
United Transportation Union

ADDENDUM NO. 27

CANADIAN NATIONAL RAILWAY COMPANY
Mountain Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union 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 C.N. Rail.

SENIORITY AND PROMOTION DISTRICT

1. The seniority territory for Trainmen and Yardmen of the former Northern Alberta Railways Company shall become part of the Seniority and Promotion District which is described in Article III of Agreement 4.3. The following subdivisions shall be added to those listed in Article 111:

Barrhead	Slave Lake
Grande Prairie	Smoky
Lac La Biche	Waterways
Peave River	Westlock

SENIORITY LISTS

2. The names of employees who, on January 1, 1981 (Appendices 1 and 2), hold seniority as a Conductor or Assistant Conductor under the terms of Agreement 4.23 (hereinafter referred to as N.A.R. employees) shall be added, in seniority order, to the bottom of the respective seniority lists for such classifications under Agreement 4.3. Such N.A.R. employees shall be accorded a seniority date on such seniority lists as of January 1, 1981.

3. The names of N.A.R. employees who hold seniority as Assistant Conductors under the terms of Agreement 4.23 shall also be added, in seniority order, to the bottom of the seniority list for Yard Helpers under Agreement 4.3. Such N.A.R. employees shall be accorded a seniority date on that seniority list as of January 1, 1981.

4. The names of N.A.R. employees who hold seniority as Conductors under the terms of Agreement 4.23 shall also be added, in seniority order, to the bottom of the seniority list for Yard Foremen under Agreement 4.3. Such N.A.R. employees shall be accorded a seniority date on that seniority list as of January 1, 1981.

PREFERENCE RIGHTS

5. N.A.R. employees who maintain a continuous employee relationship with the Company shall have preference, in seniority order, over other employees covered by Agreement 4.3 in the filling of 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.

6. The preference rights provided in this document shall apply only to seniority covered by Clauses 2, 3 and 4 above.

REGULAR ASSIGNMENTS - FORMER N.A.R. TRACKAGE

7. When the preponderance of the distance to be travelled by a regular assignment is anticipated to be on former N.A.R. trackage, the positions on such assignment shall be considered protected N.A.R. positions. This clause shall not apply to yard service in Edmonton Terminal.

MONTON TERMINAL

8. The Superintendent of the Edmonton Terminal Division and the General Chairman of the Union shall identify one yard assignment in the Edmonton Terminal on which the Yardmen's positions shall be considered protected N.A.R. positions. It is understood that the parties may, from time to time, change the assignment to be identified under this clause.

9. 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 Clauses 5 and 6 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 may thereafter discontinue the N.A.R. Pool subject to the concurrence of the General Chairman of the Union.

10. A separate spare board to be known as the "N.A.R. Spare board" 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 Clauses 5 and 6 above. Positions on such spare board shall be considered protected N.A.R. positions. The service to be performed by the N.A.R. Spare board shall be limited to providing relief on protected N.A.R. positions in road service which are covered by Clauses 7 and 9 above and shall be that which is identified as spare board work under the terms of Agreement 4.3.

11. Entitlement to positions on the N.A.R. Spare board shall be limited to N.A.R. employees who are assigned to the Edmonton Terminal and who have insufficient seniority to hold a position on a regular assignment covered by Clause 7 above, the yard assignment covered by Clause 8 above or the N.A.R. Pool covered by Clause 9 above. When such an employee has sufficient seniority to hold such a position on a regular basis he shall be required to leave the N.A.R. Spare board.

12. When there are no N.A.R. employees available on the N.A.R. Spare board to protect service assigned to that spare board, Trainmen from the C.N. East-End Spare board shall be called. When the N.A.R. Spare board is suspended or discontinued due to there being no N.A.R. employees with positions on it, the service covered by that spare board shall be performed by the C.N. East-End Spare board.

McLENNAN

13. All positions in unassigned pool service and on the spare board at McLennan shall be considered protected N.A.R. positions.

GRANDE PRAIRIE

14. In freight service operating between Grande Prairie and Dawson Creek the positions in one train crew shall be considered protected N.A.R. positions. If more than one train crew is operating on a regular basis on such trains, the crew to be covered by this clause shall be identified by the General Chairman of the Union and the proper officer of the Company.

15. The General Chairman of the Union and the proper officer of the Company shall identify one switcher type assignment at Grande Prairie on which the positions shall be considered protected N.A.R. positions. 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.

16. The application of Clause 7 above at Grande Prairie and to trackage between Grande Prairie and Dawson Creek shall be limited to assignments in work train service.

PROMOTION TO CONDUCTOR

17. N.A.R. employees with a seniority date as a Assistant Conductor prior to January 1, 1981 who have not yet qualified as Conductors, and who qualify as Conductors in accordance with Article 45 of Agreement 4.3 shall, from the date they so qualify. be afforded the same preference on protected N.A.R. positions as is afforded Conductors, who are covered by Clause 2 above, under the terms of Clauses 5 and 6 above.

18. In the application of Article 45.8 of Agreement 4.3 to employees whose names are listed in Appendix 2, the date of June 20, 1979 shall apply in place of the date of October 26, 1975.

BULLETINING OF PROTECTED N.A.R. POSITIONS

19. All protected N.A.R. positions shall be bulletined to the former N.A.R. terminals with appointments to be made effective at the Spring Change of Timetable 1981. Employees shall make selections of positions and service consistent with the provisions of Agreement 4.3. Thereafter, positions shall be bulletined and filled in accordance with the provisions of Agreement 4.3.

VACATION ALLOTMENT

20. In the application of Articles 127.20 and 127.21 of Agreement 4.3 to N.A.R. employees who are in protected N.A.R. positions as of January 15 of each year, their seniority standing on the list included as Appendix 2 shall govern. If such an employee is on a position other than a protected N.A.R. position at the time allotted for his vacation, he shall, in accordance with Article 127.21 forfeit his preference and take his vacation at a time prescribed by the Company.

TEMPORARY VACANCIES - GRANDE PRAIRIE

21. In the application of Article 38 of Agreement 4.3 to the manning of temporary vacancies in protected N.A.R. positions at Grande Prairie where the exercise of seniority is involved, N.A.R. employees at McLennan will be given preference over non-N.A.R. employees at Grande Prairie.

AGREEMENT 4.23

22. Agreement 4.23 between the former Northern Alberta Railways Company and the United Transportation Union shall be cancelled on the effective date of this Memorandum of Agreement.

EFFECTIVE DATE

23. 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

24. The seniority arrangements provided under the terms of this document may be put into effect in advance of the effective date, provided in Clause 23 above, to the extent needed to allow employees to identify the positions to which they will be assigned on the effective date.

..ghed at Edmonton, Alberta this 16th 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 **UNION:**

(Sgd) R.T. O'Brien
Vice-president

(Sgd) A.R. Johnson
General Chairman

(Sgd) L.H. Manchester
General Chairman

APPENDIX 1

NORTHERN ALBERTA RAILWAYS COMPANY
CN - Peace River Division

Seniority List of Conductors as at January 1, 1981

Staff File	Rating	Name	Entered Train Service	Promoted	
S-4448	1	Walsh, J.S.	June 19, 1942	Dec. 31, 1948	R
S-4615	2	Howe, W.R.	Jan. 11, 1943	Jan. 1, 1952	R
S-4474	3	Jones, J.P.	July 19, 1944	Jan. 1, 1952	R
S-5754	4	Carley, P.F.	July 29, 1945	Jan. 1, 1952	
S-7350	5	McLaughlin, J.	Aug. 17, 1947	Jan. 1, 1953	R
S-7430	6	Donison, A.	Dec. 10, 1947	Jan. 1, 1953	
S-7544	7	McArthur, J.G.	Apr. 12, 1948	Jan. 1, 1953	D
S-5942	8	Lang, F.J.	Oct. 23, 1948	Dec. 16, 1955	RD
S-7876	9	Goriniuk, M.	Feb. 27, 1949	Jan. 1, 1956	RD
S-8591	10	Napier, D.F.	Sept. 14, 1951	Jan. 1, 1956	RD
S-8867	11	Russell, A.K.	July 21, 1952	Jan. 1, 1960	D
S-9421	12	Johnson, A.R.	Apr. 9, 1954	Jan. 1, 1963	R
S-9964	13	Boake, D.E.	Apr. 29, 1956	Jan. 1, 1964	
S-9146	14	Lloyd, R.A.	May 13, 1956	Jan. 1, 1964	
S-9641	15	Cwihun, N.P.	June 10, 1955	Jan. 1, 1966	
S-8945	16	Lawson, J.	Mar. 24, 1954	July 1, 1966	
S-10201	17	Krpan, F.	May 1, 1957	July 1, 1966	
S-10693	18	Hawthorne, D.L.	Sept. 27, 1961	July 1, 1966	
S-9657	19	Didow, E.J.	Nov. 18, 1964	Apr. 10, 1967	
S-7507	20	Paradis, J.P.R.	Feb. 23, 1965	June 19, 1970	D
S-12904	21	McDaid, E.C.	Apr. 2, 1965	June 19, 1970	
S-9714	22	Basarab, G.N.	July 8, 1965	June 19, 1970	D
S-12608	23	Labreque, L.J.	Feb. 21, 1967	Feb. 18, 1972	
S-12785	24	Sobolewski, J.P.	Mar. 18, 1969	Feb. 18, 1972	R
S-8404	25	Casault, L.	Oct. 20, 1969	Apr. 2, 1973	
S-13271	26	Gajewski, J.	May 27, 1970	May 17, 1972	
S-13290	27	Harper, D.G.	July 4, 1970	Sept. 10, 1973	
S-13326	28	Laurin, H.U.	Sept. 13, 1970	Mar. 19, 1973	
S-13432	29	Michael, C.R.	July 28, 1971	Mar. 27, 1974	
S-13477	30	Neggers, D.R.	Oct. 15, 1971	Sept. 10, 1975	
S-13327	31	Bolen, S.	Dec. 23, 1971	Aug. 2, 1973	
S-12068	32	Clark, D.R.	May 11, 1972	Dec. 8, 1973	
S-13545	33	Dubrule, F.E.	June 27, 1972	Mar. 6, 1975	
S-13581	34	Sobota, G.	Aug. 29, 1972	Dec. 8, 1973	
S-13648	35	Boechler, B.	Apr. 1, 1973	Mar. 22, 1974	
S-13670	36	Daly, L.H.N.	May 16, 1973	July 15, 1977	
S-12925	37	Tanguay, L.S.	Feb. 14, 1974	June 28, 1977	
S-13861	38	Deines, R.B.	Feb. 25, 1974	Aug. 19, 1975	
S-13888	39	MacFarlane, J.A.	Apr. 5, 1974	May 10, 1979	D
S-13562	40	Clark, L.	July 31, 1974	July 15, 1977	
S-13726	41	Clemens, G.P.	May 23, 1975	Dec. 7, 1979	
S-14126	42	Golanowski, K.A.	June 11, 1975	Dec. 5, 1979	
S-14137	43	Bowker, R.P.	July 4, 1975	Dec. 5, 1979	
S-13976	44	Bayers, R.M.	June 4, 1976	Oct. 4, 1979	

Staff File	Rating	Name	Entered Train Service	Promoted	
S-10121	45	Chalifoux, E.	Aug. 16, 1976	Dec. 7, 1979	
S-14393	46	Lindsay, L.K.	Nov. 16, 1976	Dec. 7, 1979	
S-14419	47	Dent, D.R.	Feb. 12, 1977	Dec. 12, 1979	
S-14471	48	Kelly, Z.	May 30, 1977	Dec. 21, 1979	
S-14230	49	Kuziw, M.	June 29, 1977	Jan. 3, 1979	
S-14577	50	Beagan, W.D.	May 28, 1978	Apr. 2, 1980	
S-14423	51	Trzmiel, T.	July 9, 1978	Feb. 21, 1980	
S-13693	52	Paras, J.C.	Sept. 1, 1978	Dec. 12, 1979	RD
S-14629	53	Cock, J.D.	Oct. 24, 1978	Dec. 4, 1980	

R - Reading Glasses
D - Distance Glasses
RD - Reading and Distance Glasses

Edmonton, Alberta
7 January 1981

APPENDIX 2

NORTHERN ALBERTA RAILWAYS COMPANY
CN - Peace River Division

Seniority List of Trainmen as at January 1, 1981

Staff File	Rating	Name	Entered Train Service		
S-4448	1	Walsh, J.S	June 19, 1942	q	R
S-4615	2	Howe, W.R.	Jan. 11, 1943	q	R
S-4474	3	Jones, J.P.	July 19, 1944	q	R
S-5754	4	Carley, P.F.	July 29, 1945	q	
S-7350	5	McLaughlin, J.	Aug. 17, 1947	q	R
S-7430	6	Donison, A.	Dec. 10, 1947	q	R
S-7544	7	McArthur, J.G.	April 12, 1948	q	D
S-5942	8	Lang, F.J.	Oct. 23, 1948	q	RD
S-7876	9	Goriniuk, M.	Feb. 27, 1949	q	RD
S-8591	10	Napier, D.F.	Sept. 14, 1951	q	RD
S-8867	11	Russell, A.K.	July 21, 1952	q	
S-8946	12	Lawson, J.	Mar. 24, 1954	q	
S-9421	13	Johnson, A.R.	April 9, 1954	q	R
S-9641	14	Cwihun, N.P.	June 10, 1955	q	
S-9964	15	Boake, D.E.	April 29, 1956	q	
S-9146	16	Lloyd, R.A.	May 13, 1956	q	
S-10201	17	Krpan, F.	May 1, 1967	q	
S-10693	18	Hawthorne, D.	Sept. 27, 1961	q	
S-9657	19	Didow, E.J.	Nov. 18, 1964	q	
S-7507	20	Paradis, J.P.R.	Feb. 23, 1965	q	D
S-12094	21	McDaid, E.C.	April 2, 1965	q	
S-9714	22	Basarab, G.N.	July 8, 1965	q	D
S-12608	23	Labreque, L.J.	Feb. 21, 1967	q	
S-12785	24	Sobolewski, J.	Mar. 18, 1969	q	R
S-8404	25	Casault, L.	Oct. 20, 1969	q	
S-13271	26	Gajewski, J.	May 27, 1970	q	R
S-13290	27	Harper, D.G.	July 4, 1970	q	
S-13326	28	Laurin, H.U.	Sept. 13, 1970	q	
S-13400	29	Brom, N.H.G.	June 24, 1971		
S-13432	30	Michael, C.R.	July 28, 1971	q	
S-13477	31	Neggers, D.R.	Oct. 15, 1971	q	
S-13327	32	Bolen, S.	Dec. 23, 1971	q	
S-12068	33	Clark, D.R.	May 11, 1972	q	
S-13545	34	Dubrule, F.E.	June 27, 1972	q	
S-13581	35	Sobota, G.	Aug. 29, 1972	q	
S-13648	36	Boechler, B.	April 1, 1973	q	
S-13670	37	Daly, L.H.N.	May 16, 1973	q	
S-12925	38	Tanguay, L.S.	Feb. 14, 1974	q	
S-13861	39	Deines, R.B.	Feb. 25, 1974	q	
S-13888	40	MacFarlane, J.	April 5, 1974	q	D
S-13562	41	Clark, L.	July 31, 1974	q	
S-13726	42	Clemens, G.P.	May 23, 1975	q	
S-14126	43	Golanowski, K.	June 11, 1975	q	
S-14137	44	Bowker, P.R.	July 4, 1975	q	

Staff File	Rating	Name	Entered Train Service		
S-13976	45	Bayers, R.M.	June 4, 1976	q	
S-14277	46	Cote, C.E.	June 9, 1976		
S-10121	47	Chalifoux, E.A.	Aug. 16, 1976	q	
S-14393	48	Lindsay, L.K.	Nov. 16, 1976	q	
S-14419	49	Dent, D.R.	Feb. 12, 1977	q	
S-14471	50	Kelly, Z.	May 30, 1977	q	
S-14230	51	Kuziw, M.	June 29, 1977	q	
S-14577	52	Beagan, W.D.	May 28, 1978	q	
S-14423	53	Trzmiel, T.	July 9, 1978	q	
S-14486	54	Dubrule, G.A.	July 15, 1978		
S-13693	55	Paras, J.C.	Sept. 1, 1978	q	RD
S-14629	56	Cock, J.D.	Oct. 24, 1978	q	
S-14692	57	Servant, A.	May 15, 1979		
S-14698	58	Dika, G	June 4, 1979		
S-14708	59	Garrick, T.J.	June 8, 1979		
S-14726	60	Reid, D.W.	July 9, 1979		
S-14735	61	Ammar, J.Z.	July 20, 1979		
S-14737	62	Kowalchuk, D.	July 28, 1979		
S-14447	63	McNeil, K.D.	Sept. 30, 1979		
S-14495	64	Napier, H.E.	Oct. 25, 1979		
S-14718	65	Dent, T.M.	Dec. 4, 1979		
S-14791	66	Armstrong, R.	Dec. 17, 1979		
S-14755	67	Penzie, P.C.	Jan. 15, 1980		
S-14806	68	Michaud, D.H.	Jan. 20, 1980		
S-14863	69	Maydonik, L.A.	May 30, 1980		
S-14874	70	McArthur, D.G.	June 15, 1980		
	71	Lemodges, M.	July 11, 1980		
S-14885	72	Busch, M.E.	July 16, 1980		
S-14887	73	Johnson, J.R.	July 22, 1980		
S-14888	74	Plociennik, S.	Aug. 2, 1980		
S-13537	75	McDonagh, W.	Aug. 15, 1980	q	
S-13857	76	Kluthe, D.L.	Aug. 23, 1980	q	
	77	Johnson, M.	Dec. 23, 1980		
S-14934	78	Sebo, R.A.	Dec. 23, 1980		

NOTE R - Reading Glasses
D - Distance Glasses
RD- Reading and Distance Glasses
q - Qualified Conductor

ADDENDUM NO. 27A

January 16, 1981

Mr. L.H. Manchester
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Dear Mr. Manchester:

During our discussions concerning the integration of U.T.U. employees on the former Northern Alberta Railways Company with C.N. Rail, we agreed that a maximum of six employees at Edmonton may possibly be adversely affected because of the change whereby former N.A.R. crews will operate out of C.N.'s Edmonton Terminal, These six employees have been identified as:

Trainman	N.A.R. Seniority Date
T.M. Dent	December 4, 1979
R.C. Armstrong	December 17, 1979
P.J. Penzie	January 15, 1980
J.R. Johnson	July 22, 1980
W.C. McDonagh	August 15, 1980
D.L. Kluthe	August 23, 1980

It was also agreed that the protection to be afforded to these employees because of the possible adverse effects would be to provide them with a monthly guarantee as provided herein.

An employee whose name is listed above and who is available for duty the entire month will be guaranteed an amount equivalent to 2,600 miles at the Assistant Conductor's through freight rate of pay, subject to the following conditions:

1. The guarantee will be reduced by the equivalent of 100 miles at the Assistant Conductor's through freight rate of pay for each calendar day or portion thereof on which the employee is not available for duty and for each call missed.

2. Such an employee who 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.

3. Such an employee who books rest in excess of 14 hours will have his guarantee reduced in accordance with the provisions of sub-paragraph (1.) above except that an employee 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.

4. 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 will be used to offset any such guarantee payments.

5. The provisions of this letter will not be construed to mean that the earnings specified are the maximum which Assistant Conductors will be permitted to make.

ase 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 very truly,

(Sgd) Ray St. Pierre
for: Vice-president

Attach.

I AGREE:

(Sgd) L.H. Manchester
General Chairman
United Transportation Union

ADDENDUM NO. 27B

January 16, 1981

Mr. L.H. Manchester
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Dear Mr. Manchester:

In our discussions today with respect to the integration of certain employees of the former Northern Alberta Railways Company with those of Mountain Region of C.N. Rail, you expressed concern as to the location of the terminal limit at Dunvegan Junction for Westlock Subdivision crews.

The Company indicated that for crews operating to and from Westlock Subdivision, if they were required to pick up or set out cars at Dunvegan Yard the terminal limit, in such circumstances, would be the north switch at Dunvegan Yard.

Please confirm your agreement with this arrangement by signing the attached copies of this letter in the space provided.

Yours very truly,

(Sgd) Ray St. Pierre
for: Vice-president

I AGREE:

(Sgd) L.H. Manchester
General Chairman
United Transportation Union

ADDENDUM NO. 28

March 1988

Mr. L.H. Olson
General Chairman
United Transportation Union

Dear Sir:

This has reference *to* the application of paragraphs 35.5 and 35.6, Article 35, Agreement 4.3, as it applies to crews arriving at a terminal and booking in excess of 16 hours rest.

This is to advise that the Company is prepared *to* apply the above mentioned paragraphs as follows:

1. In the application of paragraph 35.5 when trainmen book different amounts of rest i.e., some book more than 16 hours while others book 16 hours rest or less, or no rest, the crew will not be called until the rest period expires of the crew member booking 16 hours of rest, or the most amount of rest under 16 hours as the case **may** be.

2. In the application of paragraph 35.6, when all regularly assigned members **of** a crew, who arrive on the crew, book in excess of 16 hours rest, the crew will not be called until the crew member booking the least amount of rest in excess of 16 hours expires.

Please confirm your agreement to the foregoing by signing the attached copies of this letter in the space provided below.

Yours very truly,

(Sgd) K.G. Macdonald
For R.A. Walker
Vice-president
Mountain Region

(Sgd) D.W. Coughlin
For F.D. Campbell
Vice-president
Prairie Region

I AGREE:

(Sgd) L.H. Olson
General Chairman
United Transportation Union

ADDENDUM NO. 29

29 June 1981

Mr. L.H. Manchester
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Dear Mr. Manchester:

This will acknowledge our discussions of June 29, 1981, concerning the application of Articles 45 and 84 of Agreement 4.3 as they apply to employees attending training courses for promotion to a Conductor or Yard Foreman.

During our discussions, it was pointed out that because the examinations for promotion are the same whether an employee is being promoted to a Conductor or Yard Foreman, it was not necessary that he be examined twice prior to being considered qualified in both classifications.

Once an employee is classed in one such classification, he will, when he has accumulated the necessary service to qualify in the other classification, be considered classed in that classification. If, at the time of examination, the employee has accumulated the necessary service to qualify in both classifications, he will be considered classed as both a Conductor and a Yard Foreman.

If the above accurately reflects our understanding of the method of qualifying as a Conductor and Yard Foreman, would you please so indicate by signing the attached copy of this letter in the space provided.

Yours truly,

(Sgd) Ray St. Pierre
For R.A. Walker
Vice-president
Mountain Region

(Sgd) J.A. Cameron
For R.J. Hansen
Vice-president
Prairie Region

I CONCUR:

(Sgd) L.H. Manchester
General Chairman
United Transportation Union

ADDENDUM NO. 30

December 22, 1981

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

Gentlemen:

We have recently discussed measures designed to do away with the existing situation under which an employee who is an Engine Service Employee 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 Employees 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 lette. , 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.J. Wiebe
For R.J. Hansen
Vice-president
Prairie Region

I CONCUR:

(Sgd) A.J. Ball
General Chairman
Brotherhood of Locomotive Engineers

I CONCUR:

(Sgd) L.H. Manchester
General Chairman

EARLY RETIREMENT OPPORTUNITIES

NOTE: Early retirement opportunities shall be made available to protected freight employees under the terms and conditions set out in this Appendix. There shall be a minimum of 110 retirement opportunities which will be available to the seniority territory over the next 5 calendar years or until exhausted, whichever comes first.

10.1

January 15, 1992

J.W. Armstrong
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta T6E 5Z8

(1) The parties recognize that the implementation of a conductor only crew consist trains and yard foreman only transfers in the manner set out in the Memorandum of Agreement signed in Montreal, Quebec on January 15, 1992 will render a certain number of employees surplus. The parties also recognize that the number of **surplus** employees will be reduced over time by means of attrition. Therefore, in order to accelerate the attrition of surplus employees, a number of early retirement opportunities will be made available at regular intervals equivalent to the number of surplus employees in the work force at the time. Such early retirement opportunities will be made available under the terms and conditions set out in this Appendix.

(2) Protected employees who are eligible for early retirement under the CN Pension Plan(s) Rules and who have 85 points as defined by the Pension Plan(s) Rules may voluntarily elect to retire under the terms and conditions set out herein.

(3) The initial number of early retirement opportunities to be made available will equate to the number of surplus positions on a terminal by terminal basis (existing assistant conductors' and yard helpers' positions determined to be non-essential assistant conductors' and non-essential yard helpers' positions plus 25% of **such** positions).

(4) At each change of card or at such other intervals as may be agreed to by the parties, **such** early retirement opportunities will be made available, on a terminal by terminal basis, to protected employees working under Agreement 4.3. Except as provided by the NOTE to this paragraph (4), the total number of such early retirement opportunities to be made available will, in no case, exceed the remaining number **of** opportunities as calculated pursuant to paragraph (5).

NOTE: If, during the ***two*** **(2)** years immediately following the effective date of the aforementioned Memorandum of Agreement, the service design specifications of a train or trains, previously identified as requiring a assistant conductor, are revised **so** that such train or trains meet the criteria for operation with a crew consist of a conductor only, the total number of existing early retirement opportunities to be made available at the terminal will then be increased by one for each such train. For each four opportunities Increased, an additional opportunity will be added.

(5) The number of early retirement opportunities will be reduced by one for each protected employee who is removed from the active working list (including employees who are removed from **the** working list as a result of accepting an early retirement opportunity) other than by discharge or promotion to yardmaster or locomotive engineer or an excepted position.

(6) Such early retirement opportunities will continue to be offered until exhausted in accordance with this Appendix.

(7) Subject *to* the provisions of this Appendix, an employee who is eligible for early retirement under . 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 their average annual earnings over their 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 and over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

(8) In the application of paragraph (7), an eligible employee, who is not a member of the 1959 Pension Plan will receive the lump sum payment calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payment due in accordance with paragraph (7) minus any pension payments which would have been due had that employee been a member of the 1959 Pension Plan.

(9) The total number of employees electing early retirement and the lump sum payment cannot exceed the number of early retirement opportunities as determined pursuant to this Appendix.

(10) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Appendix shall be entitled to have group life insurance continued fully paid by the Company until age 65 at which time that employee 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.

(11) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Appendix, shall be entitled *to* have Extended Health Care and Dental Plan Benefits continued fully paid up by the Company until age 65.

(12) In order *to* be eligible for an early retirement opportunity as set out herein at a particular terminal, a protected freight employee must have been assigned to that particular terminal for a period of at least two calendar years at the date the early retirement opportunities are awarded.

Yours truly,
(Sgd) M.E. Healey
For: Assistant Vice-president
Labour Relations

I CONCUR:
(Sgd) J.W. Armstrong
General Chairperson
United Transportation Union

January 15, 1992

J.W. Armstrong
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

This is in connection with the Memorandum of Agreement in respect of the through freight trains with a conductor only crew consist and transfer movements with a yard foreman only crew consist.

As the Memorandum sets out, trains can only be crewed with a conductor only crew consist when they are operated without a caboose. During discussions leading up to the signing of the Memorandum, you were advised that, due to a number of factors, cabooseless operations have not been fully implemented on some territories. Cabooseless operation will, however, be expanded and, in the near future, through freight service will be entirely cabooseless.

Thereafter, if a train which would otherwise meet the criteria for conductor only operation is run with a caboose a assistant conductor will be called from the spare board in order to comply with the conditions attached to a conductor only crew consist operation.

It is understood the aforementioned would also apply to yard transfer movements.

Yours truly,

(Sgd) M.E. Healey
For: Assistant Vice-president
Labour Relations

I CONCUR:

(Sgd) J.W. Armstrong
General Chairperson
United Transportation Union

ADDENDUM NO. 31B

January 15, 1992

J.W. Armstrong
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

This is in connection with the Memorandum of Agreement in respect of the operation of through freight trains with a conductor only crew consist and confirms the Company's commitment to consult with the Union should the implementation of the Memorandum of Agreement require changes in Article 45 (Promotion of Assistant Conductors to Conductor) and Article 84 (Establishment of Seniority and Promotion) of Agreement 4.3 or the manner in which employees acquire the requisite tours of duty specified in that article.

Yours truly,

(Sgd) M.E. Healey
For: Assistant Vice-president
Labour Relations

I CONCUR:

(Sgd)J.W. Armstrong
General Chairperson
United Transportation Union

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ADDENDUM NO. 32

CANADIAN NATIONAL RAILWAY COMPANY
Prairie Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to Switchtenders' positions at "S" and "C" Towers, Symington Yard, Winnipeg, Manitoba.

Switchtenders' positions at "S" and "C" Towers, Symington Yard, will be classified as Senior Switchtenders and will be subject to the following working conditions, which will supplement Agreement 4.3 to the extent indicated:

(1) The rate of pay of Yard Foreman shall apply to the Senior Switchtenders' positions at "S" and "C" Towers, Symington Yard.

(2) Applicants for positions of Senior Switchtenders, permanent and spare, must be qualified to the satisfaction of the Superintendent of Symington Yard who shall be the sole judge of qualifications,

(3) Applicants for positions of Senior Switchtenders will not be considered unless they have had at least six months' experience as a Yard Helper.

(4) Should no applications be received for a position of Senior Switchtender, the junior Yard Helper, who has had *six* months' experience and who is qualified as a Senior Switchtender, will be assigned and will remain on such assignment for the life of the timetable, unless displaced by a senior employee who was working as a Senior Switchtender at the time the vacancy commenced.

(5) Relief will be provided from the Yard Helpers' spare board on a *first-in, first-out* basis, by calling those employees qualified as Senior Switchtenders. Should the spare board be exhausted of such employees, the senior qualified Yard Helper will be used providing he has had eight hours off duty.

(6) This Memorandum of Agreement becomes effective September 10, 1982 and shall remain in effect subject to sixty days' notice in writing from either party of its desire to cancel or revise same.

Signed at Montreal, Quebec this 27th day of August 1982.

FOR THE COMPANY:

(Sgd) G.E. Morgan
For Vice-president
Labour Relations

FOR THE UNION:

(Sgd) L.H. Manchester
General Chairman

ADDENDUM NO. 33

Montreal Quebec, February 12, 2005

J.Armstrong Vice President UTU
R. LeBel General Chairperson UTU
R. Beatty General Chairperson UTU
B.Boechler General Chairperson UTU

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, 2006, 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) Kim Madigan
Vice-president Labour Relations
North America

ADDENDUM NO. 34

August 27, 1982

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. L.H. Manchester
General Chairman
United Transportation Union
Winnipeg, Manitoba

Mr. R.A. Bennett
General Chairman
United Transportation Union
Toronto, Ontario

Gentlemen:

This has reference to your proposal to limit the application of the terms, conditions and benefits of those Agreements negotiated as a result of a Company notice served in accordance with the Adverse Effects/Material Change provisions of your Collective Agreement or similar notices, i.e., in accordance with the VIA Special Agreement, to those employees appearing on your respective seniority lists with the exception of those employees denoted as occupying an "excepted" position as Company officers.

The Union acknowledged they did not intend to unduly restrict the opportunity of any employee appearing on the appropriate seniority lists to generally exercise their seniority rights in accordance with the seniority provisions. However, they did wish to avoid an employee occupying an "excepted" position to exercise seniority for the sole purpose of obtaining those terms, conditions and benefits flowing from Agreements negotiated to minimize adverse effects of material changes.

Accordingly, the Union and the Company have agreed that, in respect of notices served in accordance with the above, the terms, conditions and benefits applicable thereto will not apply to those employees who were occupying an "excepted" position as Company officers 30 days prior to the date of such notice of change.

Yours truly,

(Sgd) G.E. Morgan
For Vice-president
Labour Relations

cc: Mr. R.T. O'Brien, Vice-president,
United Transportation Union,
Ottawa, Ontario

ADDENDUM NO. 35

August 27, 1982

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. L.H. Manchester
General Chairman
United Transportation Union
Winnipeg, Manitoba

Mr. R.A. Bennett
General Chairman
United Transportation Union
Toronto, Ontario

Gentlemen:

During the National negotiations which culminated in the signing of the Memorandum of Settlement on March 17, 1982, the United Transportation Union asked that we provide a letter clarifying the intent of Agreements 4.16 and 4.3, 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 rerailing 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 misunderstandings in this regard.

Yours truly,

(Sgd) G.E. Morgan
For Vice-president
Labour Relations

cc: Mr. R.T. O'Brien, Vice-president,
United Transportation Union,
Ottawa, Ontario

ADDENDUM NO. 36

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 NO. 37

August 27, 1982

In the application of certain revisions to Article 9 (Consist of Crews - Passenger Train Service) effective October 31, 1982.

1. Protected passenger Trainmen are employees who:

   (a) held a regular position in passenger service at any time between October 1, 1981 and February 17, 1982; or

   (b) who completed 52 tours of duty in the 52-week period immediately preceding February 17, 1982.

2. "Protected passenger Trainmen" will:

   (a) be governed by the terms, conditions and benefits of the VIA Special Agreement of July 7, 1978, while such Special Agreement is in effect and will be shown on the list of "protected passenger Trainmen" in Item 7 of this Appendix; and

   (b) shall have the right and obligation to perform passenger service, for which they are qualified, to the extent that positions are available to them at their home terminal.

3. If otherwise unable to hold work in passenger service at their home terminal, "protected passenger Trainmen" will be permitted to fill out the passenger crew consist in accordance with the following crewing levels:

   Consist of Crews - Passenger Train Service

   (a) A passenger train operating West of Edson will have a Conductor, a Baggage Handler and two assistant conductors, and a passenger train operating East of Edson will have a Conductor, a Baggage Handler and a Assistant Conductor; should a passenger train East of Edson consist of eight or more cars, an additional Assistant Conductor will be used. When passenger trains do not handle checked baggage, it may be mutually agreed between the appropriate officer of the Company and the General Chairman that the services of Baggage Handlers will not be required on such trains.

   (b) When second Assistant Conductor is used on account of train having eight cars or more, he will go through to passenger terminal, except when train is reduced to less than eight cars, he may be returned In service from meeting point on first passenger train.

   (c) When a passenger train has cars to pick up en route, which will increase its number to eight or more, the second Brakeman will be taken from the initial terminal or from an intermediate point.

   (d) When an additional Brakeman is used, he will be compensated at freight rates when the other members of the train crew are paid freight rates; and at passenger rates when other members of the train crew are paid passenger rates.

   (e) In manning of Rail Diesel (Budd) cars, the crew consist will be:

      (i) Single Car Service:

      Conductor only, except that where checked baggage, royal mail or express is handled en route, a Baggage Handler will also be assigned.

(ii) Two, Three and Four Car Service:

(1) Conductor and Baggage Handler where checked baggage, royal mail or express is handled en route.

(2) Conductor and one Trainman where no checked baggage, royal mail or express is handled en route.

(iii) More than Four Car Service:

(1) Conductor, Baggage Handler and one Trainman when more than four passenger carrying cars and baggage, royal mail or express is handled en route.

(2) Conductor and two Trainmen when more than four passenger carrying cars and no baggage, royal mail or express is handfed en route.

(iv) eight or more cars and baggage, royal mail or express is handled en route, Conductor, Baggage Handler and two Trainmen.

4. "Protected passenger Trainmen" moving from passenger work from one terminal to another on their seniority district will retain their "protected passenger Trainman" status.

5. "Protected passenger Trainmen" who voluntarily revert to freight service shall forfeit their status as a "protected passenger Trainman" and their name shall be removed from the protected list outlined in Item 2 hereof.

6. The following provisions will apply if further reductions in passenger crew consists are required, except if such reductions are made pursuant to the VIA Special Agreement of July 7, 1978:

(a) The Company shall notify the General Chairman and the Local Chairman of the Union in writing of its desire to meet with respect to reaching agreement on a reduction in the crew consist provided by Article 9 for crews governed thereby.

(b) Reductions in the consist of a crew or crews, as the case may be, shall be subject to the two conditions set forth hereunder:

(i) that adequate safety can be maintained with the proposed crew consist reduction; and

(ii) that such reduction will not result in undue burden being placed on the reduced crews.

(c) The time and place for the Company and Union representatives to meet shall be agreed upon within 15-calendar days from the date of the notice referred to in paragraph 6 (a) and the Parties shall meet within 21-calendar days of the date of such notice. The time limits specified in this paragraph may be extended by mutual agreement between the Parties.

(d) The meeting shall be limited to a determination of whether or not the two conditions set forth in paragraph 6 (b) can be met with the proposed crew consist reduction. If the Parties do not reach agreement or if the meeting referred to herein does not take place, the Company may, by so advising the General Chairman and the Local Chairman in writing, commence a survey period of one-calendar week for the operations concerned, during which Union representatives may observe such operations. The survey period shall

commence not less than ten and not more than 20-calendar days from the date of the Company's advice with respect to the survey period.

(e) If, after completion of the survey period, the Union fails to agree that the two conditions set forth in paragraph 6 (b) can be met with the proposed crew consist reduction, they will, within 60-calendar days of the completion of the survey period, give the Company specific reasons in writing why, in their opinion, such conditions cannot be met. The Company may, by so advising the General Chairman in writing, refer the dispute or any part thereof to arbitration.

(f) Failure to provide such specific reasons in writing within the time limit contained in paragraph 6 (e) will indicate that the Union agrees that the conditions set forth in paragraph 6 (b) can be met, such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be implemented subject to the conditions set forth in paragraphs 6 (c) to 6 (u) inclusive of this Item 6.

(g) The time limits specified in paragraph 6 (e) may be extended by mutual agreement between the Parties.

(h) Arbitration shall be conducted by the Canadian Railway Office of Arbitration, unless:

(i) there are disputes requiring final determination during a period in which there is no incumbent Arbitrator; or

(ii) the Canadian Railway Office of Arbitration is terminated; or

(iii) the Canadian Railway Office of Arbitration ceases to have jurisdiction to arbitrate such disputes.

(i) In any of the events referred to in paragraph 6 (h), the Parties will within 15 days of the notice by the Company referring the dispute to arbitration select an Arbitrator to hear the dispute. If the Parties fail to agree on a suitable candidate for Arbitrator, the Minister of Labour shall be requested to appoint an Arbitrator within 14-calendar days following receipt of such request.

(j) The Arbitrator shall be limited to making a determination of whether or not the two conditions set forth in paragraph 6 (b) can be met with the proposed crew consist reduction. The Arbitrator's decision shall be rendered within 30-calendar days following the conclusion of the hearing and shall be final and binding on both Parties.

(k) Where arbitration is conducted by other than the Canadian Railway Office of Arbitration, the fees and expenses of the Arbitrator shall be shared equally by the Parties.

(l) Where it has been determined by agreement or arbitration that the two conditions set forth in paragraph 6 (b) can be met with a reduced crew consist, such crews shall thereafter be considered "reducible crews" and the proposed reductions in the consist of such crews may be implemented subject to the conditions set forth in this Item 6.

(m) At a home terminal where there are reducible crews, an up-to-date list of such crews shall be posted and a copy supplied to the Local and General Chairmen concerned.

(n) An employee who has a seniority date as a Brakeman on or before December 31, 1968 shall, for the purpose of this Item 6, be known and designated as a "protected Brakeman".

(o) A protected Brakeman shall have the right and obligation to perform service for which he is qualified, as provided in the Collective Agreement, to the extent that positions are available to him in his seniority district subject to the following:

(i) a protected Brakeman shall not have any right to positions the Company discontinues pursuant to the provisions of this Item 6 except as provided in paragraphs 6 (p) to 6 (t) inclusive; and

(ii) a non-protected Brakeman shall not have any right to positions the Company discontinues pursuant to the provisions of this Item 6.

(p) A protected Brakeman moving from one terminal to another shall retain his protected Brakeman status.

(q) Reducible crews will not be operated with a reduced consist if by reason thereof a protected Brakeman would be on laid-off status.

(r) The following guarantee shall apply at a terminal where a crew or crews are operated with a reduced consist under the provisions of this Item 6:

(i) a protected passenger Brakeman on a spare board from which relief for passenger train service is drawn, who is unable to hold a position in a crew regularly assigned or regularly set up in road or yard service at such terminal as a consequence of the discontinuance of Brakeman positions under the terms of this Item 6, shall, provided he is available for service, be guaranteed the equivalent of 3,000 miles per month at the Brakeman's through freight rate. In the event of a protected Brakeman on a spare board who is entitled to the guarantee under the provisions of this paragraph is assigned to such spare board for only a portion of a month, he will be paid his full proportion of the guarantee pro-rated according to the number of days he was on the spare board as related to the number of days in the calendar month. An employee who books 14 hours' rest or less upon completion of a tour of duty shall not be considered unavailable, under this paragraph, because of such rest period;

(ii) if a crew or crews are operated with a reduced consist for only a portion of the guarantee period shown above, the guarantee shall apply on a proportionate basis for the portion of the guarantee period such crews were operated with a reduced consist as related to the guarantee period; and

(iii) the guarantee provided herein shall be reduced by the equivalent of 100 miles at the Brakeman's through freight rate for each call missed by a protected Brakeman who is on the spare board and available for service.

(s) In the application of this Item 6, references to "Brakeman" shall include "Flagman", and references to "Brakeman position" or "Brakeman positions" shall include "Flagman position" or "Flagman positions" respectively.

(t) The reference in this Item 6 to "protected passenger Brakeman" shall apply only to protected Brakemen who by virtue of their seniority have entitlement to work in the group affected by the reduction.

ADDENDUM NO. 38

August 27, 1982

Mr. R.J. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. G.E. McLellan
General Chairman
United Transportation Union
Toronto, Ontario

Mr. L.H. Manchester
General Chairman
United Transportation Union
Winnipeg, Manitoba

Mr. R.A. Bennett
General Chairman
United Transportation Union
Toronto, Ontario

Gentlemen:

During the 1979 National negotiations, one of the items submitted by the Union was:

> "NEW RULE - Trainmen or Yardmen assigned or forced to outpost terminals will be provided with meals and lodging expenses".

Accordingly, it was agreed that effective May 24, 1979, a Trainman or Yardman who, through the application of seniority rules, are forced account no applications received to fill a position as Trainman or Yardman on a regular or temporary 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 rest house 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.

During the current round of negotiations, it was agreed that effective September 10, 1982, employees who are forced and receive accommodations under the terms of this letter will receive an allowance of *$8.00 per day for meals for each day the employee is required to protect the assignment.

Yours truly,

(Sgd) G.E. Morgan
For Vice-President
Labour Relations

cc: Mr. R.T. O'Brien, Vice-President, United Transportation Union, Ottawa, Ontario

*Effective May 13, 2001, meal allowance revised to reflect $18.00 per day where accommodations with cooking facilities are provided or $28.00 per day where accommodations without cooking facilities are provided.

ADDENDUM NO. 39

CANADIAN NATIONAL RAILWAYS
Mountain Region

MEMORANDUM OF AGREEMENT between Canadian National Railways Company and the United Transportation Union, concerning the rates of pay and working conditions covering Trainmen on the Great Slave Lake Branch (G.S.L.B.) consisting of Manning, Meander River, and Pine Point Subdivisions.

IT IS AGREED that effective 1 March 1988, the following will apply:

SENIORITY LISTS:

1. For Subdivisions other than those named in Clause 2 of the Memorandum the seniority for G.S.L.B. protected brakemen as named in Appendix "A" of this Addendum will be as follows:

   Brakemen/Yardmen - March 16, 1982, and will be afforded protected "B" status under Item 5(a) of Addendum 31 (Reduced Freight Crew Agreement).

   Conductor/Yard Foreman - January 1, 1983, and will continue present standing relative to other Conductors/Yard Foremen as presently shown on January 1987 seniority list.

PREFERENCE RIGHTS

2. Protected G.S.L.B. employees listed on attached Appendix "A", who maintain a continuous employee relationship with the Company shall have preference, in seniority order, as shown in Appendix "A" over other employees covered by Agreement 4.3 in the filling of positions which become available to them, which are filled by the exercise of seniority and which are operated on the Manning, Meander River and Pine Point Subdivisions. It is also understood that these Subdivisions will be considered "B" protected territory under Addendum 31 (Reduced Freight Crew Agreement) of Agreement 4.3.

REGULAR ASSIGNMENTS FORMER G.S.L.B. TRACKAGE

3. When the preponderance of the distance to be travelled by a regular assignment or an unassigned pool crew is anticipated to be on G.S.L.B. trackage, the position(s) on such shall be considered protected G.S.L.B. positions.

VACATION ALLOTMENT

4. In the application of Articles 127.20 and 127.21, Agreement 4.3 to protected G.S.L.B. employees who are on protected G.S.L.B. positions as of January 15 of each year, their seniority standing on the list attached as Appendix "A" shall govern. If such an employee is on a position other than a protected G.S.L.B. position at the time allotted for his vacation, he shall, in accordance with Paragraph 127.21, forfeit his preference and take his vacation at a time prescribed by the Company.

5. It is further agreed that Collective Agreement 4.3, governing Trainmen on the Prairie and Mountain Regions, will apply to Trainmen on the G.S.L.B. with the following exceptions:

SECTION 1 - ROAD SERVICE

Article 13 - Rates of Pay

The rates of pay specified in Paragraph 13.1, Article 13, are not applicable.

cle 44 - Mileage Regulations

In the application of Paragraph 44.1, Article 44, as it applies to Trainmen operating on the G.S.L.B., service paid at freight rates will, as far as practicable, be limited by the Company to 4,800 miles per month.

Article 49 - Incompetent Brakemen

This article is not applicable.

SECTION 2 - YARD SERVICE

Article 83 - Consist of Crews - Yard Service

The reducibility provisions of this article will not apply to protected G.S.L.B. employees named in Appendix "A" of this Addendum on Subdivisions named in Clause 2 above.

Article 105 - Coupling Steam and Air Hoses

This article is not applicable.

SECTION 3 - GENERAL

Article 137 - Engine Service Brakemen

Add sub-paragraph (c) to Paragraph 137.3 as follows:

(c) Employees stationed at Roma Junction and Hay River will be given prior consideration for training on the 10th Seniority District for Locomotive Engineers and when qualified as Locomotive Engineers, will be placed on said seniority list.

SECTION 5 - APPENDICES

The letter dated December 22, 1981 concerning Engine Service Brakemen transferring between terminals is not applicable. (Addendum No. 30)

The "Note" in Item 6 of Addendum No. 31 of Agreement 4.3 (Memorandum of Agreement signed at Montreal on August 27, 1982, Concerning the Reduced Freight Crew) will not apply to the Manning, Meander River or Pine Point Subdivisions.

The Memorandum of Agreement signed at Edmonton, Alberta, 17 December 1982, is cancelled and the provisions of this Agreement are substituted therefor.

Signed at Edmonton, Alberta, this 29th day of February, 1988.

(Sgd) K.G. Macdonald
For R.A. Walker
Senior Vice-president
Western Canada

(Sgd) L.H. Olson
General Chairman
United Transportation Union

(Sgd) D.C. Fraleigh
Asst. Vice-president
Labour Relations

APPENDIX "A"

PROTECTED GREAT SLAVE LAKE BRANCH TRAINMEN

NAME & INITIALS	P.I.N.	SERVICE DATE MO/DY/YR	TRAINMAN DATE MO/DY/YR	
1. Hilton, R.C.	886866	05/04/70	05/04/70	ESB
2. Klem, G.	886878	05/25/70	05/25/70	ESB
3. Horton, G.W.	886893	06/08/70	06/08/70	
4. Sokoloski, M.P.	886886	06/09/70	06/09/70	ESB
5. Babkirk, R.A.	692192	11/29/65	06/10/70	ESB
6. Delorey, P.A.	886894	06/15/70	06/15/70	ESB
7. Wolansky, C.H.	681322	05/01/65	06/16/70	ESB
8. Delorey, F.H.	886906	06/24/70	06/24/70	ESB
9. Neufeld, B.N.	885893	10/15/70	09/24/71	
10. Herbison, D.	887125	05/26/72	05/26/72	
11. Vail, A.L.	815239	12/28/77	12/28/77	ESB
12. Summerfelt, I.L.	814604	05/17/79	05/17/79	ESB
13. Nixon, B.D.	815491	07/09/77	12/10/79	
14. MacLellan, A.C.	144372	03/02/81	03/02/81	

ADDENDUM NO. 40

April 20, 1983

Mr. R. Proulx
General Chairman
United Transportation Union
Quebec, Quebec

Mr. R.A. Bennett
General Chairman
United Transportation Union
Toronto, Ontario

Mr. D. J. Morgan
General Chairman
United Transportation Union
Winnipeg, Manitoba

Mr. W.G. Scarrow
General Chairman
United Transportation Union
Toronto, Ontario

Gentlemen:

This has reference to our meeting of April 20, 1983 wherein we discussed the problems that have arisen with the application of Addendum 63 relating to Article 11 of Agreement 4.16 and Addendum 37 relating to Article 9 of Agreement 4.3, all with reference to the consist of crews in passenger service.

During the past several months and again today you informed us that you take exception with certain of the Company's interpretations of the aforementioned provisions, particularly tho Company's position that employees who were not protected passenger trainmen would not generally be awarded vacancies 'on non-reducible positions when protected passenger trainmen senior to such unprotected employees were filling reducible passenger positions. It was the Company's opinion that in order to achieve the foregoing, protected passenger trainmen could be forced from highly desirable runs to any positions of lesser preference at the home terminal in accordance with this position. This could mean for example forcing a protected passenger trainman from the Toronto - Montreal corridor run's to the Toronto - London runs. You explained that such was not your understanding of the provisions of the Reduced Passenger Crew Consist Agreement as appended to the Memoranda of Settlement of March 17 and June 27, 1982.

The Company reiterated its view that protected passenger trainmen had a primary requirement to fill non-reducible passenger positions pursuant to the "right and obligation" provisions of the Collective Agreements. Only thereafter can such employees elect to fill reducible positions, which could lead to non-protected employees being unable to exercise their normal seniority entitlement.

You informed the Company that a rigid application of the Company's position would lead to an undesirable situation Insofar as your membership is concerned.

Following a thorough discussion and consideration of the parties respective positions, we agreed that a degree of ambiguity exists in the language of the Collective Agreement.

In an effort to resolve this misunderstanding, the Company informed you we were prepared to agree to the following understandings regarding the application of the "right and obligation" provisions of the respective Collective Agreements:

(1) Protected passenger trainmen will not be allowed to fill out a reducible passenger position when such an employee is able to fill a non-reducible passenger position;

(2) In the application of (1) above, protected passenger trainmen on reducible positions on passenger assignments in the same corridor or set of runs (zones), who are senior to the applicant who would otherwise be awarded a non-reducible position, will be assigned to such position commencing with the senior employee of the group;

(3) In the application of (2) above, and in keeping with the provisions with the respective agreem provisions referred to in the first paragraph of this letter, any employee who refuses to accept an assignment as prescribed will:

(a) forfeit his protected passenger trainman's status;

(b) be removed from the reducible position occupied when assigned; and

(c) be permitted to exercise seniority as though the position occupied when assigned was abolished.

For clarification of the parties intent, attached hereto as Appendix "A" are examples of the application of the foregoing understandings.

If you agree with the foregoing understandings please so indicate by affixing your signature in the space provided below.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

(Sgd) M. Delgreco
Senior Manager
Labour Relations

ICONCUR:,

(Sgd) R.J. Proulx
General Chairman

(Sgd) R.A. Bennett
General Chairman

I CONCUR:

(Sgd) D.J. Morgan
General Chairman

(Sgd) W.G. Scarrow
General Chairman

cc: Mr. R.T. O'Brien
Vice-president
United Transportation Union
Ottawa, Ontario

APPENDIX "A"

Zone means a corridor or set of runs operating between two specific terminals.

Examples: Great Lakes Region

Toronto - Montreal
Toronto - Ottawa
Toronto - London

St. Lawrence Region

Montreal - Toronto
Montreal - Ottawa
Montreal - St. Albans

Atlantic/St. Lawrence Region

Charny - Campbellton
Charny - Montreal
Moncton - Campbellton
Moncton - Halifax

Mountain Region

Edmonton - Blue River
Edmonton - Watrous

Prairie Region

Winnipeg - Watrous
Winnipeg - Armstrong

e.g. Toronto - Montreal Zone

Train No.	Conductor	Brakeman	Reducible Brakeman	
66/60	1	2P	12P	Crew A
66/60	3P	4	14P	Crew B
59/58	5	6P	16P	Crew C
59/58	7	8P	18P	Crew D

e.g. Toronto - Windsor Zone

Train No.	Conductor	Brakeman	Reducible Brakeman
71/78	25	26	30 Crew A
71/78	27P	28	Reduced Crew B if no applications received from a protected passenger trainman

e.g. Toronto - London Zone

Train No.	Conductor	Brakeman
667/664	60	64
667/664	65P	66

#3P retires, position bulletined

Train No.	Conductor	Brakeman	Reducible Brakeman
66/60	1	2P	12P
66/60	-	4	14P
59/58	5	6P	16P
59/58	7	8P	18P

If #9 applies, his bid is accepted and he fills the position.

If #17 applies, his application rejected and #12P is forced on the vacancy. If 12P refuses he loses his protected status and exercises seniority: 14P is then forced. If #12P accepts the position, his former position on 66/60 is bulletined.

#27P bids Train 66/60 vice #12P. Bid accepted, Train 71/78 advertised vice 27P. If #29 applies, bid is accepted. If #31 was the senior applicant for Train 71/78, his bid would be rejected and #30P would be forced.

If #30P accepts the position, his former position on Train 71/78 is bulletined. If 65P bids Train 71/78 bid accepted.

ADDENDUM NO. 40A

CANADIAN NATIONAL RAILWAY COMPANY

Consolidated list of questions and answers regarding the application of the Passenger Crew Consist Memorandum of Agreement of August 27, 1982 as agreed to between representatives of the United Transportation Union and the Company:

The Company and Union representatives in negotiating the Passenger Crew Consist Memorandum of Agreement of August 27, 1982, agreed that certain questions and answers pertaining to the memorandum would be required to ensure that the agreement is administered in keeping with the intent of the parties. These questions and answers form part of the Passenger Crew Consist Agreement of August 27, 1982. The consolidated questions and answers of September 9, 1982 are hereby cancelled. Reference herein to the Agreement will mean the Passenger Crew Consist Memorandum of Agreement signed August 27, 1982.

1) **Q.** For the purpose of the Agreement define:

(i) passenger service;
(ii) protected passenger trainmen; and
(iii) a regular position.

A. (i) passenger service is the operation of passenger trains on behalf of CN, AMTRACK, VIA Rail Canada, including Commuter Services;

(ii) protected passenger trainmen are employees who:

(a) held a regular position in passenger service at any time between October 1, 1981 and February 17, 1982 for Agreement 4.3 and between October 1, 1981 and August 27, 1982 for Agreement 4.16;

or

(b) who completed 52 tours of duty in passenger service in the 52-week period immediately preceding February 17, 1982 under Agreement 4.3 and August 27, 1982 under Agreement 4.16;

(iii) a regular position is a permanent position in passenger service under Agreement 4.3 and a district position as defined by Agreement 4.16.

2) **Q.** Does the Agreement affect or supersede the agreement providing for a December 31, 1968 protected date for "protected Brakemen"?

A. No, the two Agreements are distinct and separate. Generally, the agreements may be described:

(a) the Memorandum of Agreement of May 29, 1969, among other things provides a procedure to reduce passenger crews, and designates brakemen in service on December 31, 1968 as "protected brakemen with a protected date of December 31, 1968, and that such employees:

- will not be laid off, because of the implementation of reduced passenger crew consists;

  would be entitled to certain guarantees in certain circumstances;

(b) the Agreement of August 27, 1982 provides:

protected status for employees assigned or who completed 52 tours of duty passenger service as referred to in the answer to question **1)** above;

a basic crew consists of one conductor/one brakeman (except for single RDC's);

additional members to be added to the basic crew consist, dependent on the train consist;

the right of employees with protected status to work reducible positions;

- an obligation for protected employees to work non-reducible positions before exercising their right to reducible passenger positions.

3) **Q.** Do the manning provisions of the Agreement apply to mixed and combination assignments?

A. No.

4) **Q.** Do the manning provisions of the Agreement apply to "GO' Transit service?

A. No.

5) **Q.** What is the protected date for passenger trainmen pursuant to the Agreement?

A. There is no protected date pursuant to the Agreement. Protected passenger trainmen as provided by such Agreement have only "protected status" **but** not a protected date.

6) **Q.** Is an employee who held a regular position on a mixed or combination assignment or who completed 52 tours of duty on such assignment afforded protected passenger trainmen status?

A. Yes.

7) **Q.** A passenger train is operated with two working coaches, a working baggage car and five sleepers, What are the crewing requirements?

A. A Conductor, Brakeman and Baggage Handler as the train has **a** working baggage car and has more than 5 cars overall. (See Article **11** and Addendum **63** of Agreement **4.16** and Article **9** and Addendum **37 of** Agreement 4.3.)

8) **Q.** A passenger train **is** operated with **two** working coaches and five sleepers. What are the crewing **requirements?**

A. Conductor and a Brakeman. (See Article **11.1** (c) and Addendum **63** of Agreement **4.16** and Article 9.1 (c) and Addendum **37** of Agreement 4.3.)

9) **Q.** A passenger train **is** operated with 4 working coaches and two deadhead coaches. What would the crewing requirements be?

A. Only working coaches come under the responsibility of the conductor for the collection of transportation. An assistant conductor is not required in this case; consequently only a conductor and a brakeman are required. (See Article **11.1** (c); **Note** to Article **11** and Addendum **63** of Agreement **4.16** and Article **9.1** (c); Note to Article 9 and Addendum 37 of Agreement 4.3.)

Q. A passenger train is operated with a consist of five or more working coaches without a baggage car. What is the crewing requirements?

A. A Conductor, Assistant Conductor and a Brakeman. (See Article 11.1 (e) and Addendum 63 of Agreement 4.16 and Article 9.1 (e) and Addendum 37 of Agreement 4.3.)

11) Q. Do the provisions of this Agreement apply to Rail Diesel Cars?

A. Yes, an RDC is considered a working coach except that the Agreement provides for a conductor only to man a single Rail Diesel Car. (See Article 11.1 (a) and Addendum 63 of Agreement 4.16 and Article 9.1 (a) and Addendum 37 of Agreement 4.3.)

12) Q. Who would be eligible to fill the vacancy of a regularly assigned assistant conductor?

A. The first out qualified conductor from the spare board under Agreement 4.16 and the senior qualified conductor who made application on Form 746 under Agreement 4.3.

13) Q. A train is operating on a reduced crew basis, (e.g. conductor and brakeman). It is necessary to provide an assistant conductor because of additional working coach(s) being added. How is this additional position filled?

A. The position will be filled from the spare board. However at Winnipeg and Edmonton the position will be first filled from the designated list. (See Article 9.3 (a) of Agreement 4.3 and Article 11.3 (a) of Agreement 4.16.)

14) Q. An assistant conductor is required on a reduced passenger crew. Could this require the assistant conductor to work with one crew from the home terminal and a different crew from the away-from-home terminal?

A. Yes.

15) Q. Who will fill an assistant conductor position when such is required on a tour of duty basis on a train not operating reduced?

A. The senior qualified brakeman on the crew excluding the baggageman. (See Article 9.3 (b) of Agreement 4.3 and Article 11.3 (b) of Agreement 4.16.)

16) Q. On a crew not operating reduced where the assistant conductor's position is filled by the senior qualified brakeman in that crew, is the resultant brakeman's vacancy filled?

A. No. (See Article 9.3 (b) of Agreement 4.3 and Article 11.3 (b) of Agreement 4.16.)

17) Q. If an assistant conductor is required on a train with a reducible position not yet operating reduced, could this require the assistant conductor to work with one crew from the home terminal and a different crew from the away-from-home terminal?

A. No, as the employee was promoted to the assistant conductor's position from within the crew and no replacement is called for the resultant vacancy, the assistant conductor will remain with the crew.

18) Q. A passenger train operating reduced is required to pick up or utilize additional cars en route which will change the crewing requirements. Will it be necessary to fill out the crew?

A. Yes. When the pick up or utilization is unforeseen at the initial terminal, it may be necessary to man the position with a qualified employee at an intermediate terminal. Should a qualified employee not be available the crew will operate reduced through to the first point where a qualified employee is available.

19) Q. If a baggageman is cycled independently from the rest of the crew, could this require the Baggage Handler to work with one crew from the home terminal and a different **crew** from the away-from-home terminal?

A. Yes. (See Note (d) to Article 9.1 of Agreement 4.3 and Note (d) to Article 11.1 of Agreement 4.16.)

20) Q. Can an employee who does not have "protected passenger status" be awarded **a** non-reducible passenger position?

A. Yes. provided there is not **a** senior employee(s) on a reducible position in that zone.

21) Q. What is a zone?

A. Zone means a corridor or set **of** runs operating between two specific terminals as per examples provided in Appendix **A** attached.

22) Q. Can an employee who does not have "protected passenger status" be awarded a reducible passenger position?

A. No.

*

23) Q. When would a protected passenger trainman not be allowed to remain on **a** reducible passenger position?

A. When able to hold a non-reducible passenger position in that zone at his home terminal excluding subsidiary stations.

24. Q. May a protected passenger trainman be forced on a non-reducible passenger position?

A. Yes, as provided for by the Agreement and as referred to in questions 26, 29, 30, 31 and 33.

25) Q. Will a protected passenger trainman be forced on a reducible passenger position if no applications received?

A. No.

26) Q. A non-reducible passenger position **is** bulletined. Either a protected or a non-protected employee is the senior application for the position. **A** protected passenger trainman senior to the applicant **Is** working a reducible position within that zone. Will such protected passenger trainman working the reducible position be forced onto the non-reducible position within that same zone?

A. Yes, pursuant *to* Item 2(b) Addendum 63 of Agreement 4.16 and Item 2(b) Addendum 37 of Agreement 4.3. Senior protected employees working reducible positions in that zone must protect the vacancy or forfeit their protected status. (See example in Appendix A),

27) Q. Must protected passenger trainmen bid all passenger vacancies between time card changes?

A. No, except that senior protected passenger trainmen occupying a reducible position in the same zone must accept a vacancy on **a** non-reducible position when a junior employee whether protected or unprotected would otherwise be awarded that vacancy.

Q. Under Agreement 4.16 all passenger positions are abolished at change of timetable and re-advertised. Are protected passenger employees who held passenger positions prior to the abolishment and readvertising of positions required to bid passenger service to maintain their protected status?

A. No. Employees in such circumstances will not be considered as voluntarily vacating passenger service.

29) Q. If a protected passenger employee who is assigned to other than passenger service bids a temporary vacancy in passenger service would the employee forfeit his protected status if he voluntarily reverts to other service when able to hold other non-reducible temporary vacancies in that zone?

A. Protected passenger employees working other service who elect to fill temporary vacancies are required to remain in passenger service until such employee exhausts all temporary vacancies on non-reducible positions he *is* eligible to fill in that zone in accordance with the application of the Collective Agreement.

***30)* Q.** In the application of question 24, a junior employee protected or unprotected would be awarded a non-reducible position. What would be the mechanism of requiring a protected passenger trainman to man the non-reducible position?

A. All protected passenger trainmen on reducible positions within the same zone who are senior to the applicant, will be canvassed starting with the senior employee. Protected passenger trainmen on reducible positions who decline to accept the non-reducible position will forfeit their protected status and will be removed from the reducible position. The employees so removed will exercise their seniority as if the position(s) were abolished. The resultant vacancies will be advertised to the home station:

31) Q. In the event no applications are received for a non-reducible position, how would the position be filled?

A. All protected passenger trainmen on reducible positions within the same zone will be canvassed starting with the senior employee. Protected passenger trainmen on reducible positions who decline to accept the non-reducible position will forfeit their protected status and will be removed from the reducible position. The employees so removed will exercise their seniority as if the position(s) were abolished. The resultant vacancies will be advertised to the home station.

The normal forcing provisions of the Collective Agreement will apply after all protected trainmen in that zone have been canvassed.

32) Q. A protected passenger trainman in passenger service is assigned to a vacancy in other than passenger service account no applications received. What is the status of his protected passenger rights?

A. His status is protected account the employee is not voluntarily reverting to other service. Similarly, if the application of a provision of another collective agreement requires that the employee take a position governed by that other collective agreement, the employee's protected status will be maintained.

33) Q. What happens when a protected employee is released from other service as contemplated in question 32?

A. Such protected employee will be governed by the applicable provisions of the Collective Agreement. However, if the application of such provisions permit the employee *to* return to passenger service in the zone he left, he must do so or forfeit his protected status.

34) Q. A tour of duty brakeman's vacancy occurs on a reducible position. Will the vacancy be filled?

A. Yes, on a first in, first out basis by protected passenger trainmen from the spare board. There being none, the train will operate reduced. At Winnipeg and Edmonton only protected passenger employees on the designated list will be so called.

35) Q. A tour of duty brakeman's vacancy occurs on a non-reducible position. How will the vacancy be filled?

A. On a first in, first out basis by a qualified trainman from the spare board. Except that at Winnipeg and Edmonton employees on the designated list will be called first, there being none the first out employee on the spare board will be called.

36) Q. A known temporary vacancy occurs on a reducible position. Would the temporary vacancy be advertised to the home terminal including subsidiary stations?

A. Yes, except that only protected passenger trainmen can apply. If no applications are received the position will not be filled.

37) Q. A know temporary vacancy occurs on a non-reducible position. How will the temporary vacancy be filled?

A. It will be advertised in the normal manner and the same rules that apply for filling a permanent vacancy on a non-reducible passenger position will apply.

38) Q. A reducible crew is due to operate and only the conductor is available for service for that trip. The non-reducible brakeman's position is vacant and the reducible brakeman's position is vacant. There are only 2 employees on the spare board or designated list. The employee first out is non-protected and the second out employee has protected passenger status. How would the crew be filled?

A. The employee first out has entitlement to non-reducible position whereas the protected employee has entitlement to the reducible position, consequently both employees would be called.

39) Q. A reducible crew is due to operate and only the conductor is available for service for that trip. The non-reducible brakeman's position is vacant and the reducible brakeman's position is vacant. There are two employees on the spare board or designated list. The employee first out is protected and the second out employee is non-protected. How would the crew be filled?

A. The protected passenger employee would be called and the train would operate reduced.

40) Q. A reduced crew is due to operate and only the conductor is available for service for that trip. The non-reducible brakeman's position is vacant and the reducible brakeman's position is blanked account no applications. There are only 2 employees on the spare board; the employee first out is non-protected and the second out employee has protected passenger status. Who would be called to fill a non-reducible position which is vacant on the reduced crew?

A. The employee first out would be called to fill the essential position and the crew would operate on a reduced basis. At Winnipeg and Edmonton, the senior employee on the designated list will be called and the train will operate reduced.

Q. A reducible crew is due to operate and none of the regular crew are available for service for that trip. There are only three employees on the spare board, The first two employees have non-protected status and are junior to the third out employee who has protected passenger status. How would this crew be manned?

A. Under Agreement 4.16 the senior qualified employee among the two employees first and second out would fill the conductor's position and the other employee would man the non-reducible brakeman's position. The third out protected employee would man the reducible position. To do otherwise would result in a non-protected employee working the reducible brakeman's position.

Under Agreement 4.3 the conductor's position would be filled as per Article 38. Assuming other employees had not applied for such relief work or were not available, and the positions were filled entirely from the spare board, the junior employee would be called to fill the conductor's position and the employee second out would fill the non-reducible position and the protected employee would fill the reducible position. However, at Winnipeg and Edmonton the vacancies will be filled from the designated list.

42) Q. If a protected passenger employee not working in passenger service transfers from one terminal to another, will he retain his protected passenger status?

A. Yes.

43) Q. What types of service are contemplated in the application of "freight service" as referred to in Items 5 of Addendum No. 37 of Agreement 4.3 and Addendum No. 63 of Agreement 4.16?

A. "Freight Service" is defined to include any service other than passenger service.

44) Q. A passenger position is abolished between timetable changes. How would the affected protected passenger employee be governed?

A. The affected employee must exercise his seniority within his zone or forfeit his protected status. If unable to hold a position within such zone the employee would be governed by the terms of the applicable collective agreement.

Signed at Montreal, Quebec, this 17th day of October 1983.

FOR THE COMPANY:

(Sgd) M. Delgreco
Assistant Vice-president
Labour Relations

FOR THE UNION:

(Sgd) R.A. Bennett
General Chairman

(Sgd) W.G. Scarrow
General Chairman

(Sgd) R.J. Proulx
General Chairman

(Sgd) D.J. Morgan
General Chairman

APPENDIX " A

Zone means a corridor or set of runs operating between two specific terminals.

Examples: Great Lakes Region

Toronto -	Montreal
Toronto -	Ottawa
Toronto -	London

St. Lawrence Region

Montreal	Toronto
Montreal	Ottawa
Montreal -	St. Albans

Atlantic/St. Lawrence Region

Charny	Campbellton
Charny -	Montreal
Moncton -	Campbellton
Moncton	Halifax

Mountain Region

Edmonton	Blue River
Edmonton	Watrous

Prairie Region

Winnipeg	Watrous
Winnipeg	Armstrong

e.g. Toronto - Montreal Zone

Train No.	Conductor	Brakeman	Reducible Brakeman	
66/60	1	2P	12P	Crew A
66/60	3P	4	14P	Crew B
59/58	5	6P	16P	Crew C
59/58	7	8P	18P	Crew D

Toronto - Windsor Zone

Train No.	Conductor	Brakeman	Reducible Brakeman
71/78	25	26	30 Crew A
71/78	27P	28	Reduced Crew B if no applications received from a protected passenger trainman

e.g. Toronto - London Zone

Train No.	Conductor	Brakeman
667/664	60	64
667/664	65P	66

#3P retires, position bulletined

Train No.	Conductor	Brakeman	Reducible Brakeman
66/60	1	2P	12P
66/60		4	14P
59/58	5	6P	16P
59/58	7	8P	18P

If #9 applies, his bid is accepted and he fills the position.

If #17 applies, his application rejected and #12P is forced on the vacancy. If 12P refuses he loses his protected status and exercises seniority; 14P is then forced. If #12P accepts the position, his former position on 66/60 is bulletined.

#27P bids Train 66/60 vice #12P. Bid accepted, Train 71/78 advertised vice 27P. If #29 applies, bid is accepted. If #31 was the senior applicant for Train 71/78, his bid would be rejected and #30P would be forced.

If #30P accepts the position, his former position on Train 71/78 is bulletined. If 65P bids Train 71/78 bid accepted.

ADDENDUM NO. 41

January 8, 1986

Mr. R.A. Bennett
General Chairman
United Transportation Union
3341A Bloor St. W.
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M8X 1E9

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
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Mr. W.G. Scarrow
General Chairman
United Transportation Union
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G 0N3

Gentlemen:

During the conciliation proceedings which culminated in the signing of the Memorandum of Settlement, the Union raised a concern through the Conciliation Officer regarding the judgement of train dispatchers or other Company officers in permitting trainmen an-opportunity to obtain a second meal pursuant to new Article 29.5 and 47.5 of Agreements 4.16 and 4.3, respectively.

The Union's concern specifically related to the application of sub-paragraph 29.5 (b) of Agreement 4.16 or sub-paragraph 47.5 (b) of Agreement 4.3 which affords the train dispatcher the prerogative to instruct trainmen to take the opportunity for a second meal, when such has been requested, prior to the expiration of the ninth hour in instances when the train is delayed or subject to delay. The Union sought the Company's assurance that good judgement would be exercised in applying the provisions of this particular sub-paragraph. It was the Union's wish to avoid situations where, despite giving sufficient advance notice, trainmen are not allowed to take their second meal even though the train is at a location where eating facilities are immediately accessible and even though the train is delayed long enough to allow trainmen sufficient time to eat.

The Company replied that, in its view, the provisions of the sub-paragraph in question will actually promote the exercise of good judgement. Nevertheless, in order to allay the Union's expressed concern in this respect, the Company agreed to draw the matter to the attention of its operating officers, including train dispatching offices. In so doing, emphasis will be placed on the need for all concerned to use the type of judgement that will minimize complaints without affecting efficient train operations.

Should specific problems arise in this respect, the matter may be discussed between the General Chairman and the District Manager. Furthermore, if the matter is not satisfactorily resolved between the General Chairman and the District Manager, the General Chairman may discuss specific problems with the Chief of Transportation.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

cc: Mr. J.A. Clark, Chief of Transportation, H.Q. Bldg., Floor 15

ADDENDUM 42

January 8, 1986

Mr. R.A. Bennett
General Chairman
United Transportation Union
3341A Bloor St. W.
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M8X 1E9

Mr. B. Leclerc
General Chairman
United Transportation Union
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Mr. W.G. Scarrow
General Chairman
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486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G 0N3

Gentlemen:

During the current round of negotiations, the Union submitted the following proposal:

> An employee shall lose his seniority if he accepts a managerial position with the Company and outside the bargaining unit in either an acting or permanent capacity.

During the ensuing discussions, the Company stated that it was not prepared to accede to this particular proposal. However, in those same discussions, it soon became apparent that one of the Union's main concerns involved the application of the terms, conditions and benefits of those Agreements negotiated as a result of a Company notice served in accordance with the Adverse Effects/Material Change provisions of your Collective Agreement or similar notices, i.e., in accordance with the VIA Special Agreement, to those employees appearing on your respective seniority lists with the exception of those employees denoted as occupying an "excepted" position as Company officers.

Accordingly, the Union and the Company have agreed that, in respect of notices served in accordance with the above, the terms, conditions and benefits applicable thereto will not apply to those employees who were occupying official or other positions not covered by any collective agreement within one year of the date of such notice of change.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

cc: Mr. R.J. Proulx, Vice-president, UTU, Ottawa

ADDENDUM NO. 43

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union in respect to allowances provided to employees protecting shortages pursuant to Article 40 of Agreement 4.3.

IT IS AGREED that effective January 22, 1986, employees protecting shortages pursuant to paragraph 40.2 of Article 40 of Agreement 4.3 will be entitled to the following allowances:

1. A meal allowance pursuant to Article 119.

2. Reasonable transportation expenses to the location.

3. Accommodations provided the location is not his normal place of residence.

4. All time spent travelling to the point where the shortage exists on the basis of 12-1/2 miles per hour at brakeman's passenger rates for miles up to 200 and 6-1/4 miles per hour for miles in excess thereof.

5. When deadheading on passenger trains, sleeping accommodations between the hours of 2200 and 0600 when such are available.

6. Reasonable transportation expenses when returning to his home location when off for miles or when released pursuant to paragraph 40.5 of Article 40.

IT IS FURTHER AGREED that if insufficient applications are received from employees in Road service, consideration will be given to yardmen who wish to respond to the shortage in which case the provisions of this Memorandum will apply. If released or recalled prior to the change of timetable, Yardmen will return to Yard service at their originating home terminal.

This Memorandum of Agreement is subject to cancellation on 30 days notice in writing from either of the signatories hereto.

Signed at Montreal, Quebec, this 8th day of January, 1986.

FOR THE COMPANY:	FOR THE UNION:
(Sgd) D.C. Fraleigh	**(Sgd) D.J. Morgan**
Assistant Vice-president	General Chairman
Labour Relations	

ADDENDUM NO. 44

January 8, 1986

Mr. R.A. Bennett
General Chairman
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Mr. B. Leclerc
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Mr. D.J. Morgan
General Chairman
United Transportation Union
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Gentlemen:

During the current round of negotiations, the parties agreed to revise the Experience Rules in Agreements 4.16 and 4.3. These rules now require a specified number of trial trips in road and yard service for new employees.

During the discussions, several areas of concern were raised relating to how the new rules would effect present employees. The first concerned current employees in yard service moving to road service who had not completed the tours of duty required for road service under the previous provisions. In resolution of this matter, the parties agreed that employees presently in yard service who do not have the requisite road trip qualifications pursuant to revised Articles 50 and 108 respectively, would be considered for qualification in road service if he/she has acquired 30 tours of duty in road service.

The second area concerned employees who were hired in the recent past and who have not yet acquired the requisite number of trips to be considered experienced for road service. In this regard, the parties agreed that these employees would be considered experienced if he/she has acquired 30 tours of duty in road service.

It was further agreed that the previous Collective Agreement provisions in respect to experience for yard service would continue for those employees currently in service.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) R.A. Bennett
General Chairman

I CONCUR:

(Sgd) B. Leclerc
General Chairman

I CONCUR:

(Sgd) W.G. Scarrow
General Chairman

I CONCUR:

(Sgd) D.J. Morgan
General Chairman

ADDENDUM NO. 45

January 8, 1986

Mr. R.A. Bennett
General Chairman
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Mr. D.J. Morgan
General Chairman
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779 Portage Avenue
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Gentlemen:

In the current round of negotiations, the Union submitted the following demand:

Amend the rehabilitation rules.

During discussions on this demand the Union indicated it was seeking a provision to protect the earnings of the senior employee who would be required to vacate his/her position to provide employment for a medically restricted employee. In response the Company indicated it was not prepared to pay employees an incumbency in such circumstances. Rather, the Company indicated that it was prepared to apply the provisions of Article 74 of Agreement 4.16 by designating positions on the seniority district as positions suitable for rehabilitation purposes. The Company was also prepared to extend the provisions of Article 74 to Agreement 4.3. As a consequence, the Company stated there was no need to accede to the Union's request for protection of an employee's earnings.

One of the specific concerns cited by the Union during these discussions involved medically restricted employees adversely affected by the implementation of a Material Change in Working Conditions pursuant to a notice served by the Company under Article 79 (139) of Agreement 4.16 (4.3). The Union explained that, as a result of such a Company-initiated change, a medically restricted employee could, in some circumstances, be unable to hold work at his/her home terminal. In such circumstances, the only recourse would then be an arrangement pursuant to Article 74.3 of Agreement 4.16 (11.1 and 93.1 of Agreement 4.3), allowing the junior medically restricted employee to displace a senior employee, not medically restricted, from a position suitable to such junior employee's medical restriction and the protection of such senior employee's earnings.

In response to this specific concern, the Company informed you that should such cases arise as a result of the implementation of a Material Change initiated pursuant to Article 79 (139), they would be discussed when negotiating measures to minimize the adverse effects of a Material Change in Working Conditions upon employees affected by the change.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

ADDENDUM NO. 46

January 8, 1986

Mr. R.A. Bennett
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Mr. D.J. Morgan
General Chairman
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Gentlemen:

During the current round of negotiations the Union raised the concern that Car Retarder Operators who wished to maintain their Uniform Code of Operating Rules qualification on a current basis were not being compensated as provided in the Payment for Examination articles of the applicable collective agreements.

This will confirm the Company's commitment that those employees working as Car Retarder Operators who take the periodic examination in the Uniform Code of Operating Rules will be compensated as provided for in the Payment of Examination articles of their respective collective agreements.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

cc: Mr. J.A. Clark, Chief of Transportation, H.Q. Bldg., Floor 15

ADDENDUM NO. 47

January 8, 1986

Mr. R.A. Bennett
General Chairman
United Transportation Union
3341A Bloor St. W.
Toronto, Ontario
M8X 1E9

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairman
United Transportation Union
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Gentlemen:

During the current round of negotiations, the Union submitted the following proposal:

- Leave of absence for Union purposes not to affect vacation entitlement.

During discussions on this proposal, 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 80.1 and 80.2 of Article 80 of Agreement 4.16 and paragraphs 130.1 and 130.2 of Article 130 of Agreement 4.3. 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 Union stated that this was fully understood.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

ADDENDUM NO. 48

January 8, 1986

Mr. R.A. Bennett
General Chairman
United Transportation Union
3341A Bloor St. W.
Toronto, Ontario
M8X 1E9

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairman
United Transportation Union
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Gentlemen:

During the current round of negotiations, the Company submitted a proposal to accommodate the selection of locomotive engineer trainees for terminals where a shortage of locomotive engineers exists or is expected to exist.

While the parties were able to attain a successful and .mutually satisfactory resolution of the matter, the Union expressed the concern that those revised provisions of Article 66 of Agreement 4.16, or Article 137 of Agreement 4.3, which allow for the selection of trainees for the so-called shortage terminals might be utilized in cases where no actual shortage exists or can be foreseen to exist.

In order to alleviate this particular concern, the Company gave you its assurance that, should some question arise as to the need to train locomotive engineers for a particular terminal, the District Manager or his designate would be prepared to meet with you to discuss the matter and provide the appropriate data on which the Company based its determination that additional locomotive engineers will be required at that terminal.

Yours truly,

(Sgd) J.A. Clark
Chief of Transportation

ADDENDUM NO. 49

January 8, 1986

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Dear Mr. Morgan:

During the current round of negotiations, the Company submitted a proposal to incorporate into the Collective Agreement, certain provisions going beyond those presently contained therein, which would establish a more effective mechanism to overcome shortages of Trainmen as they arise at various terminals in Western Canada.

The Company explained that, on an increasingly frequent basis, shortages were being experienced at various terminals even though there was often a surplus of employees at other terminals on the seniority territory. Simply stated, the provisions of Article 40 of Agreement 4.3 have been proven ineffective in overcoming these shortages. This was the reason for the Company's proposal which would enable the Company to force laid-off Trainmen to terminals where shortages exist.

For its part, the Union stated that the mechanism sought by the Company went far beyond what was actually required. In its view, the solution lay in an increase in the level of allowances presently provided by Article 119 along with certain other considerations that would overcome any financial disadvantages which might accrue to employees moving on a shortage bulletin. As they stand, the present level of allowances, in the Union's opinion, act as a disincentive.

The Company acknowledged that there was some merit to the solution proposed by the Union. However, the Company expressed some reservation that this solution would, in fact, alleviate the problem of shortages once and for all. Therefore, as resolution to this matter, the following alternative solution was proposed and agreed to.

The Company withdrew its proposal. In addition, the Company agreed to an increase in the level of allowable expenses along with certain other considerations. These, however, were not incorporated into the Collective Agreement but rather were effected by means of a Memorandum of Agreement containing a cancellation clause. In return, the Union acknowledged that further discussions would be required in the future should the Company's reservations prove true - that is, should the problem of shortages continue to exist.

Yours truly,
(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

I CONCUR:
(Sgd) D.J. Morgan
General Chairman

ADDENDUM NO. 49A

3 April, 1989

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Olson:

This is further to Addendum 49 of Agreement 4.3 dated January 8, 1986.

During discussions in Montreal on April 3, 1989, concerning Regional proposals, the Union agreed that if Article 40 did not attract sufficient employees, it would not object to the Company providing ad hoc terms and conditions to any employee represented by the U.T.U. who is willing to temporarily relocate to protect the shortage. The Company would consult with the General Chairperson prior to entering into the ad hoc arrangements with the employees concerned.

Yours truly,

(Sgd) Keith G. Macdonald
for: Sr. Vice-president
Mountain Region

(Sgd) D.W. Coughlin
for: Vice-president
Prairie Region

I CONCUR:

(Sgd) L.H. Olson
General Chairperson
United Transportation Union

ADDENDUM NO. 50

January 8, 1986

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G 0N3

Dear Mr. Morgan:

During the current round of negotiations, the Company agreed to the Union proposal that the 10 hours referred to in Article 35.8 be increased to 16 hours effective January 1, 1986, and effective January 1, 1987, Article 35.8 would be deleted from the Collective Agreement. The Company however, expressed concern that the resultant extension of the rest provisions from the current levels could result in shortages of employees and the consequent disruption of operations unless the intent of this provision to take rest legitimately required by the employee is respected.

You assured the Company that should problems arise where unwarranted use is made of the rest provisions which results in shortages of employees, the matter would be discussed between the General Chairman and the respective District Manager with a view of resolving the problem. Should this not be possible, the matter would be subject to discussion between the Vice President of the Union and the Assistant Vice-president, Labour Relations.

If this accurately reflects our understanding, would you please sign where indicated.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

I CONCUR:

(Sgd) D.J. Morgan
General Chairman

ADDENDUM NO. 51

February 12, 2005

Mr. John W. Armstrong
Vice-president
United Transportation Union
71 Bank Street, Floor 7
Ottawa, Ontario K1P 5N2

Mr. Raymond LeBel
General Chairperson
United Transportation Union
1026 St. Jean Street, Suite 200
Quebec, Quebec G1R 1R7

Mr. Rex Beatty
General Chairperson
United Transportation Union
421 Bay Street, Floor 2, Suite 207
Sault Ste. Marie, Ontario P6A 1X3

Mr. Bryan Boechler
General Chairperson
United Transportation Union
214 – 9622 – 42 Avenue NW
Edmonton, Alberta T6E 5Y4

Gentlemen:

During the recent round of Collective Bargaining, the Union raised the issue regarding lunch periods and breaks for yard service employees. You indicated that there have been problems where employees did not receive a sufficient enough time to have their lunch, and at times, employees were not permitted the opportunity to have a coffee break(s) when the operation permitted.

In view of this concern raised by the Union, this will confirm that employees will be provided the opportunity to have their lunch break in a designated facility as discussed among Messrs. Armstrong, Boechler, Harrison and Ms. Madigan. I also advised and committed that employees will be provided the opportunity for relief from the elements of weather and, subject to the requirements of service, they will be afforded the opportunity for breaks during their shift.

I further informed you, that we have made a commitment that this will happen and will ensure all officers of the Company are made aware of this commitment. If, in the future, you believe we are not living up *to* this assurance, then I ask you to bring such circumstance to the immediate attention of the Senior Vice President in charge of the region.

In addition to the above, and as mutually agreed between us, we will conduct a thorough and complete review of this matter commencing no later than 60 days following ratification / implementation of the Memorandum of Agreement. Further reviews will be undertaken every 90 days thereafter. These reviews will be conducted by myself, and the Senior Vice Presidents of the Company and the respective General Chairpersons and the Vice Presidents of the Union.

I trust this commitment and assurance will satisfactorily resolve the Union's concern.

Yours Truly,

(Sgd) E. Hunter Harrison

ADDENDUM NO. 52

January 8, 1986

Mr. R.A. Bennett
General Chairman
United Transportation Union
3341A Bloor St. W.
Toronto, Ontario
M8X 1E9

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairman
United Transportation Union
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Gentlemen:

During the current round of negotiations, the Union submitted a proposal to have T-4 slips placed in sealed envelopes and mailed to the employee's residence.

The Company indicated that, for the reasons discussed with you, it was not prepared to mail T-4 slips to employees' residences. However, this will confirm that the appropriate arrangements will be made to have T-4 slips placed in sealed envelopes and delivered to points where statements of earnings are distributed,

Yours truly,

(Sgd) J.A. Clark
Chief of Transportation

ADDENDUM NO. 53

January 8, 1986

Mr. R.A. Bennett
General Chairman
United Transportation Union
3341A Bloor St. W.
Toronto, Ontario
M8X 1E9

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
1026 St. Jean Street
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairman
United Transportation Union
486 North Christina St.
Sarnia, Ontario
N7T 5W4

Mr. D.J. Morgan
General Chairman
United Transportation Union
779 Portage Avenue
Winnipeg, Manitoba
R3G ON3

Gentlemen:

During the current round of negotiations, the Union raised several problems related to payment of guarantees.

The Company explained that the issues referred to by the Union were of a nature which could be resolved on the Region. It was therefore suggested that the General Chairman discuss these matters with the appropriate Company officer on the Region.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

cc: Mr. J.A. Clark, Chief of Transportation, H.Q. Bldg., Floor 15

ADDENDUM NO. 54

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the United Transportation Union and the Canadian National Railway Company, providing for conditions and rates of pay which will apply to the classifications of Hump Foremen and Yard Operations Employees employed in Symington Yard.

1. In addition to this Memorandum of Agreement, the principles contained in the Articles of Agreement 4.3 listed hereunder will apply to Hump Foremen and Yard Operations Employees:

Article 76 - Shift Differential
Article 77 - Basic Day
Article 78 - Rest
Article 79 - Work Week
Article 80 - Overtime
Article 81 - Starting Time
Article 84 - Establishment of Seniority and Promotion
Article 85 - Qualified Employees
Article 86 - Bulletining and Filling of Regular Assignments
Article 87 - Manning Temporary Vacancies
Article 88 - Regular and Regular Relief Assignments
Article 89 - Displacement- Demotion- Layoff
Article 90 - Yard Spare Board
Article 91 - Notice When Requesting Relief
Article 93 - Medically Restricted Yardmen
Article 94 - Condition of Engines
Article 95 - Shelters and Lockers
Article 96 - Work Outside Switching Limits
Article 97 - Supplying Caboose
Article 98 - Seal Records
Article 100 - Lunch Time
Article 102 - Yardmen's Work Defined
Article 103 - Switching Limits
Article 104 - Special Duties
Article 105 - Coupling Air and Steam Hoses
Article 106 - Calling
Article 109 - Discharged Employees Re-entering Service
Article 110 - Seniority Lists
Article 111 - Seniority & Promotion Districts - Road and Yard Service
Article 112 - Interchangeable Seniority Rights - Road and Yard Service
Article 113 - Exercise of Seniority Rights in Road and Yard Service
Article 114 - Preference Rights on Former Promotion Districts
Article 115 - Employees Laid Off
Article 116 - Certificate of Service
Article 117 - Discipline
Article 118 - Work on Construction Lines
Article 119 - Expenses Away From Home
Article 120 - Submission of Time Return and Non-Allowance of Time Claimed
Article 121 - Grievance Procedure
Article 122 - Imperfection of Sight or Hearing
Article 123 - Held for Investigation or Company Business
Article 124 - Employee Held Off Duty to Attend Court or Coroners Inquest, etc.
Article 125 - Payment for Examinations
Article 126 - Jury Duty
Article 127 - Annual Vacation

Article 128 - General Holidays
Article 129 - Bereavement Leave
Article 130 - Leave of Absence
Article 131 - Resuming Duty After Leave of Absence
Article 132 - Protection of Seniority
Article 134 - Life Insurance Upon Retirement
Article 135 - Benefit, Dental and Health Care Plans
Article 136 - Electric Lanterns
Article 137 - Engine Service Brakemen
Article 138 - Engine Hostlers
Article 139 - Material Change in Working Conditions
Article 140 - Appointing Yardmasters
Article 141 - Interpretation of Agreement
Article 142 - Manning of Assignments in Road and Yard Service in Case of Work Stoppage
Article 143 - Printing of Collective Agreement
Article 144 - Use of Communication Systems
Article 145 - Use of Masculine Gender
Article 146 - Broken Time

"2. The crew consist for the hump assignments will be a Hump Foreman (Yard Operations Employee effective with the implementation of the Locomotive Control System) at the following rates of pay:

	Rate Per Day $	Rate Per Hour Pro Rata $	Time and One-Half $
Effective January 1, 2004	211.33	26.416	39.623
Effective January 1, 2005	217.66	27.208	40.812
Effective January 1, 2006	224.19	28.024	42.037

3. Effective with the implementation of Locomotive Control System, Yard Operations Employees will, in addition to their other duties, also assume the duties required in connection with the remote operation of the Hump Locomotive(s) and will be compensated the rates of pay in Item 2 hereof. The rate per day will be subject to any negotiated wage increase(s) which the parties may agree to as a result of National Negotiations.

4. The Locomotives used by the assignments specified in Items 2 and 3 hereof will perform necessary work and be permitted access through necessary leads to the east end of all tracks in the East and West receiving yards, the East and West departure yards, the complex and run-through yards, the classification tracks, engine storage tracks to obtain or leave locomotives, and the local yard (including SA1 and SA3). These locomotives will not operate beyond the fouling point at the West end of any of the tracks described in the previous sentence.

5. The parties, prior to the implementation of the Locomotive Control System, will meet to determine the terms and conditions of training for employees to be engaged in operating the remote hump locomotive(s).

6. Consultation will take place between Local Company Officers and Local Union Officers at the Hump Yard regarding the physical conditions surrounding the Hump where Hump Foremen or Yard Operations Employees will be required to work. If unable to agree at the local level, the matter will be discussed between the General Superintendent of Transportation and the General Chairman.

7. Car Retarder Operators whose positions are abolished and are not now qualified under the Uniform Code of Operating Rules will be provided with up to five days' paid rule instruction during which they will be required to pass the appropriate Uniform Code of Operating Rules examination.

8. The provisions of the Memorandum of Agreement shall prevail notwithstanding the provisions of Agreement 4.3 which may be in conflict or restrict the full application of this Memorandum of Agreement.

9. This Memorandum of Agreement and the Agreement dated 24 January 1989 between the parties regarding conditions and benefits which apply to employees affected by the implementation of the Hump Yard Improvement Program, are in full and final settlement of the notice dated 3 March 1988, served pursuant to the provisions of Article 139 of Agreement 4.3.

Signed at Montreal, Quebec, this 24th day of January 1989.

FOR THE COMPANY:

(Sgd) D.W. Coughlin
For: Vice-president
Prairie Region

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE UNION

(Sgd) L.H. Olson
General Chairman

*As amended by the Memorandum of Agreement dated October 1, 1992.

ADDENDUM NO. 54A

24 January 1989

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657-45th Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Olson:

As you will recall during our discussions preceding the signing of the Memorandum of Agreement dated January 24, 1988, the Union raised some concerns with respect to the Hump Foreman performing work in the area of Tracks **SA1** to **SA3** inclusive and L1 and L2.

The Union felt that protection was needed for this movement when work was being performed by the automated locomotive. In response, the Company indicated that the Uniform Code of Operating Rules were sufficient to protect any train or engine movement. However, to alleviate the Union's concerns, the Company provided assurances that when an automated hump consist operates in L and A yard, the Yardmaster would arrange the necessary protection for the automated locomotive. That *is*, when operating in tracks **SA1** to SA3 inclusive and L1 and L2, the Yardmaster would ensure other train or engine movements will not conflict with the automated locomotive.

Yours truly,

(Sgd) D.W. Coughlin
for: Vice-president

ADDENDUM NO. 54B

24 January 1989

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657-45th Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Olson:

This is in response to the concerns raised with respect to the duties of the Hump assignments at Symington Yard. In this regard the Company will require these assignments to perform the following work:

1) Humping.
2) Pulling trains or cuts of cars to hump.
3) Setting out bad order and "Do Not Hump" cars.
4) Shove humped cars which failed to clear the lead.
5) Shove or kick cars with engine only *to* make room in the class tracks, provided protection pursuant to Rule 103 is provided by the Yardmaster.

Yours truly,

(Sgd) D.W. Coughlin
For: Vice-president

ADDENDUM NO. 54B

24 January 1989

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657-45th Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Olson:

This is in response to the concerns raised with respect to the duties of the Hump assignments at Symington Yard. In this regard the Company will require these assignments to perform the following work:

1) Humping.
2) Pulling trains or cuts of cars to hump.
3) Setting out bad order and "Do Not Hump" cars.
4) Shove humped cars which failed to clear the lead.
5) Shove or kick cars with engine only to make room in the class tracks, provided protection pursuant to Rule 103 is provided by the Yardmaster.

Yours truly,

(Sgd) D.W. Coughlin
For: Vice-president

ADDENDUM NO. 54C

24 January 1989

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657-45th Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Olson:

During the discussions which culminated the Memorandum of Agreement dated January 24, 1989 the Union raised a concern that the Company would utilize other regular assignments at the hump with a one man crew.

This will confirm the Company's commitment that assignments with starting points at other than the hump and used at the hump will not be governed by the provisions in the Memorandum of Agreement referred to above. However, it is understood that extra assignments called to hump will be manned pursuant to the Memorandum of Agreement referred to above.

Yours truly,

(Sgd) D.W. Coughlin
for: Vice-President

ADDENDUM NO. 54D

24 January 1989

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657-45th Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Olson:

During the hearings which were held in Winnipeg pursuant to Article 139 of Agreement 4.3 concerning H.Y.I.P. in Symington, the U.T.U. expressed a concern to the Board of Review that the Company would use supervisors to supplement the crew on the hump operations.

This will confirm that the Company has no intention of utilizing supervisors to supplement schedule employees including the "Hump Foreman" in the normal performance of his or her duties.

Yours truly,

(Sgd) D.W. Coughlin
for: Vice-president

ADDENDUM NO. 54E

2 November 1990

Mr. J.W. Armstrong
General Chairman
United Transportation Union
965745th Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Armstrong:

This will confirm our discussions held in Winnipeg, Manitoba pursuant to Item 5 of the Memorandum of Agreement signed at Montreal, Quebec on January 24, 1989, which governs the conditions and rates of pay for Hump Foremen and Yard Operations Employee employed at Symington Yard in Winnipeg, Manitoba.

The parties have agreed that in the application of the aforementioned Memorandum of Agreement, a training program of a maximum of five days duration will be provided for employees who are required to qualify as Yard Operations Employee at Symington Yard. During negotiations, which culminated in the Agreement dated January 24, 1989, the matter of insufficient applications for training was discussed and both parties recognized that there must be a provision to assign sufficient employees to train to operate the belt pack locomotive. Accordingly, the following conditions will apply to employees who undertake such training:

(1) Bulletins calling for applications for training as Yard Operations Employee will be issued to qualified Yard Foremen and Conductors working in Yard service in the terminal of Winnipeg.

(2) Applicants for training will be selected on the basis of their earliest seniority date on the Yard Foremen's seniority list with preference being given in the following order:

(i) Employees currently working as Yard Operations Employee and qualified Yard Foremen and Conductors assigned to the Yard spareboard.

(ii) Other qualified Yard Foremen and Conductors working in Yard service.

Note: In the application of this paragraph, the Local Chairman and the District Superintendent of Transportation or his delegate may mutually agree to alter the preference for training to suit local conditions.

(3) Should the number of applications received pursuant to Items 1 and 2 above be insufficient for the purpose of filling regular assignments and to provide relief work, a sufficient number of employees will be assigned to train as Yard Operations Employee. Such assignment will be made in reverse rank of seniority in the following order:

(i) Qualified Yard Foremen and Conductors assigned to the Yard spareboard.

(ii) Other qualified Yard Foremen and Conductors working in Yard service.

(4) Should an employee be assigned a position as Yard Operations Employee account no applications received pursuant to Articles 86 or 87 of Agreement 4.3, and a junior employee in yard service subsequently becomes available, the senior employee may elect to be released at the first opportunity and the junior employee assigned.

Upon successful completion of the training course, employees qualified as Yard Operations Employee shall have the designation YOE placed opposite their name on the Yard Foremen's seniority list.

*(6) During the period of time employees are assigned to the Company's training course, they will be paid therefore at the all-inclusive rate per 40-hour week of:

	Rate Per Day $	Rate Per Hour Pro Rata $	Time and One-Half $
Effective January 1, 2004	211.33	26.416	39.623
Effective January 1, 2005	217.66	27.208	40.812
Effective January 1, 2006	224.19	28.024	42.037

741=P

(7) If the course is extended by the Company beyond 40 hours in any one week, or by any part of a week, employees will be paid for such excess time at the pro rata hourly rate.

(8) In lieu of the provisions of the Collective Agreement with respect to general holidays, employees will be allowed an additional sum of money equal to one-fifth of all inclusive rate referred to in Item 4 for each general holiday which falls during the period of time such employees are assigned to the Company's training course.

Will you please confirm your concurrence with the foregoing by signing in the space provided below.

Yours truly,
(Sgd) D.W. Coughlin
For: F.D. Campbell
Vice-president

I CONCUR:
(Sgd) J.W. Armstrong
General Chairperson
United Transportation Union

APPROVED:
(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

* As amended by the Memorandum of Agreement dated October 1, 1992.

ADDENDUM NO. 55

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

This refers to discussions during negotiations relating to your demand on the condition of resthouses and yardmen's lunch rooms.

During the course of these discussions, you alleged that certain resthouses were not being maintained in a suitable condition.

It was agreed that should the union have any specific concern with respect to the condition or maintenance of any resthouse or yardmen's lunch room, the Local Chairman will bring it to the attention of the Superintendent in writing. The Superintendent will ensure that an investigation is made as soon as possible to determine what areas, if any, may require attention and, where necessary, the action needed to correct the situation. The Local Chairman will be advised of the results of this investigation in writing.

It was further agreed, that failing a resolution of the matters raised pertaining to the condition of these resthouses, unresolved issues would be brought to the attention of the General Chairmen and the District Manager for further handling.

Yours truly,

(Sgd) D.H. Grant
Chief of Transportation

ADDENDUM NO. 55A

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:

1. 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.

2. 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.

3. 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,

Vice-president

ADDENDUM NO. 56

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

During the current round of negotiations the Union submitted a demand to amend the Bereavement Leave provisions of the collective agreements in respect to the length of such leave. The amendment sought by the Union would have allowed the employee the entitlement to be paid for five working days exclusive of vacation and general holidays.

One of the reason 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 a 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 Union'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: R.J. Proulx, Vice-president, United Transportation Union

ADDENDUM NO. 57

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

One of the demands submitted by the Union during the last round of negotiations concerned the matter of what the Union termed a comprehensive calling rule. In our discussions on the matter it became evident to both parties that a large percentage of the Union's concerns have arisen since the consolidation of crew offices into the regional Crew Management Centres. As a result, a meeting was convened with representatives of the crew Management Centres in attendance. In our opinion, this session allowed both the Company and the Union to frankly address a number of these concerns and thereby gain a fuller appreciation of the problems faced by both parties.

Discussion centred mainly on the following topics: telephone response; line-ups; the advertising of both temporary and permanent positions; local calling practices; tape recordings: and the handling of grievances.

The Union was brought up to date on a number of developments that will provide solutions to several of the problem areas identified. For example, a computerized voice synthesizer system known as CrewTalk will, when installed, allow employees to access the Transportation Manpower Operating System mainframe computer to obtain such routine information as their standing on the working board, existing vacancies and so on; in addition, line-up information will be available on CrewTalk. As the Union was informed, CrewTalk has recently been installed at the Toronto Crew Management Centre. As CrewTalk has been readily accepted by the employees at that location, plans are in place to expand the system to other Crew Management Centres across the system.

Besides the obvious benefits associated with CrewTalk, the system will also free crew dispatchers to more readily handle those tasks requiring direct interface with employees seeking information. In the Company's opinion, this will ameliorate the situation in respect to telephone response.

The Company recognized that a problem has existed, at least at some locations, in respect to the handling of job notices from a centrally located crew management centre to their posting in notice books in the field. Certain steps have already been taken to address this concern. In addition, the Union was also informed that the Company is presently testing a computer program, known as JobTalk, that will make this information readily accessible to the employees by telephone. We expect that this system will be ready for installation in the first Crew Management Centre before the end of the year.

In connection with the matter of local calling practices, the Union requested that each local chairman be given a copy of the crew dispatchers' desk manual which contains the local calling practices presently in effect for each particular terminal. The Company expressed a great deal of concern about the use to which these manuals would be put and reminded the Union that the instructions contained in these desk manuals did not take precedence over the terms of the collective agreement. The Union agreed that, although there

were many differences in calling practices from terminal to terminal, many of these practices could standardized and indicated their willingness to resolve this matter. In order to facilitate this process, the Company agreed to provide a complete set of desk manuals to the General Chairman concerned.

In respect to the matter of tapes of telephone conversations, both parties agreed that the value of these. recordings has been proven over time and, on this basis, the Company has agreed to increase the minimum retention period from 60 to 90 days. The Company also assured the Union that, in order to assist in the resolution of time claims or grievances, it was prepared to entertain requests from local chairmen for copies of specific taped conversations provided that the local chairman making the request can identify the date and approximate time of the purported conversation; the Company will review the tape for 30 minutes on each side of the time given by the local chairman. In addition, the Company indicated that it was prepared to respond to reasonable and specific requests from local chairmen for other information relevant to the disposition of a grievance. Requests that are not considered specific or reasonable or relevant to a particular grievance would not, however, be honoured.

We are confident that the foregoing measures will serve to eliminate a number of the irritants being experienced by both the employees and the staff of the Crew Management Centres.

Yours truly,

(Sgd) D.H. Grant
Chief of Transportation

ADDENDUM NO. 58

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

During negotiations which culminated in the signing of the Memorandum of Settlement on August 29, 1989, the Union was advised of the Company's plan in respect to the implementation of cabooseless operations and was given a copy of the schedule by which cabooseless operations will be phased in across the system.

The Company's representatives explained that Phase 1 of the implementation plan encompassed Segments 1 to 7 which includes:

(1) through freight operation on the transcontinental main line;

(2) through freight operation between Winnipeg and Thunder Bay;

(3) through freight operation between Jasper and Prince Rupert; and

(4) terminal transfer operation in the Greater Vancouver Terminals.

Phase 1 is to be accomplished over a seven-month period beginning at the time that the 90-day notice period is fulfilled.

Phase 2 of the implementation plan encompasses Segment 8 to 12. Each of these segments involves a particular region beginning, in Segment 8, on the Mountain Region and ending, in Segment 12, on the Atlantic Region. Each such segment is divided into three distinct parts: A B and C.

Segments 8-A to 12-A will be implemented over a five-month period beginning immediately after Phase 1 has been completed.

Part A of each segment encompasses through freight operation on lines not Implemented in Phase 1. Part A of Segments 8 through 12 will be implemented in the same manner and under the same conditions as those trains involved in Phase 1.

However, certain through freight trains which have been identified as having specific operational peculiarities precluding the immediate implementation of a cabooseless operation have been excluded from Part A and are scheduled for implementation in Part B of Segments 8 through 12. Such trains, therefore, are considered to be subject to the process set out in sub-paragraphs 90.3(b) to (h), inclusive, of Agreement 4.16 or sub-paragraphs 147.3(b) to (h), inclusive, of Agreement 4.3, as the case may be, and will

commence cabooseless operation only after the procedural requirements set out therein have b. , complied with. These trains are specifically identified in the implementation plan attached hereto as information.

Part B of each segment also encompasses 500 series trains except for certain trains which have been specifically identified in the implementation plan. Part B of Segments 8 through 12 will be implemented beginning in Month 12. Full implementation of Part B could take up to a year to be completed.

Part C of each segment encompasses those specifically identified 500 series trains not implemented in Part B and those yard assignments presently operating with a caboose. Its implementation will commence in Month 24.

Both Parts B and C of each segment encompass those trains which are subject to the process set out in sub-paragraphs 90.3(b) to (h), inclusive, of Agreement 4.16 or sub-paragraphs 147.3(b) to (h), inclusive. of Agreement 4.3, as the case may be.

I trust that this clarifies the Company's implementation plan.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

cc: D.H. Grant, Chief of Transportation, Montreal'

IMPLEMENTATION PLAN

PHASE ONE

SEGMENT 1: BETWEEN VANCOUVER AND EDMONTON

COMMENCING MONTH 1: DAY 1

All trains in series 200, 300, 400, 700 and 800 will operate cabooseless, including 700 and 800 series trains operating on the coal branch between Holloway and the various loading sites, and trains destined to and from Roberts Bank.

Terminal transfer movements operating within greater Vancouver terminal between Thornton and Lynn Creek, Thornton and Vancouver, Thornton and Sapperton, Lynn Creek and Sapperton, will also operate cabooseless.

SEGMENT 2: BETWEEN EDMONTON AND WINNIPEG

COMMENCING MONTH 1: DAY 7

All trains in series 200, 300, 400, 700 and 800 will operate cabooseless on the Wainwright, Watrous, and Rivers subdivisions.

SEGMENT 3: BETWEEN WINNIPEG AND TORONTO

COMMENCING MONTH 3: DAY 1

All trains in series 200, 300, 700 and 800 will operate cabooseless.

SEGMENT 4: BETWEEN MONTREAL AND HALIFAX

COMMENCING MONTH 3: DAY 1

All trains in series 200, 300, 400, 700 and 800 will operate cabooseless between Montreal and Halifax, via Joffre and Edmundston.

SEGMENT 5: BETWEEN WINNIPEG AND THUNDER BAY

COMMENCING MONTH 4: DAY 1

All trains in series 300, 400, 700 and 800, will operate cabooseless, including trains destined to, or from, Ranier Minnesota.

SEGMENT 6: BETWEEN JASPER AND PRINCE RUPERT

COMMENCING MONTH 4: DAY 1

All trains in series 300, 400, 700 and 800 will operate cabooseless, including coal trains operating between Jasper and Winnlandy.

SEGMENT 7: BETWEEN MONTREAL AND TORONTO

COMMENCING MONTH 5: DAY 1

All trains in series 200, 300, 400, 700 and 800 with the exception of trains 317 and 318, will operate cabooseless.

PHASE TWO

SEGMENT 8: MOUNTAIN REGION

A: COMMENCING MONTH 7: DAY 1

All trains in series 200, 300, 400, 700 and 800, not implemented in segments 1 or 6, will operate cabooseless on all subdivisions.

B: COMMENCING MONTH 12: DAY 1

500 series trains will operate cabooseless, except as follows:

Train 510 Calder to Beamer
Train 516 Calder to Whitecourt
Train 528 Calder to Scotford
Train 585 Calder to Grand Centre
Train 542 Smithers to Houston

C: COMMENCING MONTH 24: DAY 1

500 series trains, or assignments, listed in "B" above, and yard assignments presently operating with a caboose will, where feasible, operate cabooseless.

SEGMENT 9: PRAIRIE REGION

A: COMMENCING MONTH 7: DAY 1

All trains in series 200, 300, 400, 700 and 800, not implemented in segments 2 or 5, will operate cabooseless on all subdivisions.

B: COMMENCING MONTH 12: DAY 1

500 series trains will operate cabooseless, except as follows:

Train 514 Sioux Lookout to Graham
Train 549 Dauphin to Swan River

C: COMMENCING MONTH 24: DAY 1

500 series trains, or assignments, listed in "B" above, and yard assignments presently operating with a caboose will, where feasible, operate cabooseless.

:GMENT 10: GREAT LAKES REGION

A: COMMENCING MONTH 10: DAY 1

All trains in series 200, 300, 400, 700 and 800, not implemented in segment 3, including transfer movements in the Toronto area, will operate cabooseless on all subdivisions, except as follows:

Train 719 between MacMillan yard and Uhthoff
Train 718 between Macmillan yard and Millikens
Train 442 between Branford and Toronto

B: COMMENCING MONTH 12: DAY 1

trains 719, 718, 442, 317, 318 and 500 series trains will operate cabooseless, except as follows:

Train 511 London to Sarnia
Train 516 Stratford to Owen Sound
Train 518 Belleville
Train 546 Oshawa to Pt. Union
Train 548 Oshawa to Whitby
Train 550 Merriton to Grimby
Train 554 Mimico to Clarkson
Train 564 Pt. Robinson
Train 567 Pt. Robinson
Train 580 Guelph to Fergus
Train 583 London to Woodstock
Train 585 London to Woodstock

C: COMMENCING MONTH 24: DAY 1

500 series trains or assignments, listed in "B" above and yard assignments presently operating with a caboose will, where feasible, operate cabooseless.

SEGMENT 11 : ST. LAWRENCE REGION

A COMMENCING MONTH 10: DAY 1

All trains in series 200, 300, 400, 700 and 800, not identified in segments 4 or 7 including transfer movements in the Montreal area, will operate cabooseless on all subdivisions.

B: COMMENCING MONTH 12: DAY 1

500 series trains will operate cabooseless, except as follows:

Train 518 Drummondville to Aston Jct.
Train 521 Joffre to Monk
Train 525 La Prairie to St. Constant
Train 526 St. Lambert to Varennes
Train 529 Ottawa to Pembrooke
Train 536 Coteau to Valleyfield
Train 538 Coteau to Valleyfield
Train 539 Coteau to Hawkesbury
Train 547 St. Antoine to Sorel

Train 564 Val Royal to Doney Spur
Train 573 Senneterre to Matagami
Train 581 Senneterre to Matane
Train 588 Mont Joli to Matane

C: COMMENCING MONTH 24: DAY 1

500 series trains, or assignments, listed in "B" above and yard assignments presently operating with a caboose will, where feasible, operate cabooseless.

SEGMENT 12: ATLANTIC REGION

***A* COMMENCING MONTH 12: DAY 1**

All trains in series 200, 300, 400, 700 and 800, not identified in segment 4 will operate cabooseless on all subdivisions.

B: COMMENCING MONTH 14: DAY 1

500 series trains will operate cabooseless, except as follows:

Train 523 Stellarton to Trenton Spur
Train 523 Stellarton to Oxford Sub.
Train 536 Moncton to Deersdale
Train 546 Moncton to Island Park
Train 586 Campbellton to Brunswick Mine

C: COMMENCING MONTH 24: DAY 1

500 series trains, or assignments, listed in "B" above and yard assignments presently operating with a caboose will, where feasible, operate cabooseless.

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

This has reference to the negotiations regarding cabooseless operations and has particular reference to the operation of work trains and snow plows without cabooses.

You were advised during these negotiations that if it was the Company's intention to operate road switchers, wayfreights, work trains and/or snow plows and snow spreaders on a particular territory without cabooses, this would be identified in the notice. It was agreed that the manner in which such trains would operate or the appropriate arrangements for such operation could be discussed at that time pursuant to the provisions of Article 90 of Agreement 4.16 or Article 147 of Agreement 4.3, as the case may be, notwithstanding the fact that such trains might not be operated immediately upon the implementation of cabooseless operations in that particular territory. It was further understood that the method of operation for planned work train assignments without cabooses would be discussed with the Local Chairman prior to bulletining such assignments.

By copy of this letter, the District Managers are being advised of this understanding in order that all Operating Officers will be made aware of it.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

cc: D.H. Grant, Chief of Transportation, Montreal
cc: District Managers

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

This has reference to National Negotiations in respect to the terms and conditions governing the implementation and operation of cabooseless trains, specifically the process set out in sub-paragraphs 90.3(b) to (h), inclusive, of Agreement 4.16 or sub-paragraphs 147.3(b) to (h), inclusive, of Agreement 4.3, as the case may be.

During our discussions on this matter, the Union expressed two areas of concern in respect to the aforementioned provisions.

The Union's first concern was that the aforementioned provisions, as written, could not be invoked in respect to the implementation of cabooseless operations in through freight service during Phase 1 and Segments 8-A to 12-A, inclusive, of Phase 2 of the implementation plan. Situations were envisioned where, for example, because of a change in operations, a particular through freight train is required to perform frequent and/or lengthy back-up movements on a regular basis on certain segments of its run. It was the Union's understanding that, even in such a situation, the appeal process outlined in the aforementioned provisions could not be invoked since the train in question is operated in through freight service.

The Union's second concern involved situations where, in the Union's opinion, the operation of a particular train or assignment is changed, subsequent to it commencing cabooseless operation, to the extent that such train or assignment is no longer considered to be appropriate for cabooseless operation.

The Company, on the other hand, was equally concerned that, if provisions dealing with such principles were incorporated into the appeal process as set out in the aforementioned provisions, that process could then be invoked in a manner not contemplated by the parties and to the extent that the process itself would become ineffective and overly cumbersome.

The Union, however, was adamant that this would not be the case and assured the Company that its specific concerns involved only those genuine cases in which the appropriateness of a particular train or assignment for cabooseless operation could reasonably be questioned. The Union further stated that it was not their intention to frustrate the process and again assured the Company they would use their best efforts to ensure this would not be the case.

In view of the Union's commitment, the Company confirmed that the process set out in paragraphs 90.3(b) to (h), inclusive or 147.3(b) to (h), inclusive, as the case may be, may be applied by the Union in the examples described above or in some other circumstance that the Union considers would make cabooseless operations impracticable. It is understood that the time limits established by those provisions

st be adhered to by the Union. In addition, the Union must specifically outline the particular operating condition which, in its opinion, necessitates the use of a caboose on the particular train or assignment.

If the above properly reflects the substance of our discussion on this matter, please so indicate by signing in the space provided below.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

I CONCUR:

(Sgd) B. Leclerc
General Chairperson

(Sgd) M. Gregotski
For: General Chairperson

(Sgd) L.H. Olson
General Chairperson

(Sgd) W.G. Scarrow
General Chairperson

cc: D.H. Grant, Chief of Transportation, Montreal

ADDENDUM NO. 58C

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
G1R 1R7

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
L2R 3H5

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

This has reference to the National Negotiations regarding cabooseless operations and has particular reference to sub-paragraph 90.4(a)(2)(iii) of Agreement 4.16 and to sub-paragraph 147.4(a)(2)(iii) of Agreement 4.3 concerning the conductor's responsibility as it will continue to relate to the matter of car reporting.

During our negotiations, you were informed of the Company's plans *to* implement a system known as the Automated Work Order Reporting System or AWORS. This system will ultimately replace the traditional method of reporting under which a conductor reports car movements by means of train journal and/or switch list. Simply stated, from his position on the lead locomotive, the conductor will interface directly with the TRACS System using a portable, on-board computer terminal. It is intended that the conductor retain responsibility for the reporting of car movements under AWORS whether or not a train is operated without a caboose.

As you were informed, it is not possible to perform the reporting function under AWORS from any location in the train except the locomotive consist since the computer terminal relies on the locomotive's electrical system for its power. In recognition of this physical limitation, the Union agreed that, when a train is operated with a caboose and AWORS has been implemented, the conductor will position himself in the lead locomotive in order to perform his reporting duties under AWORS.

Please indicate your concurrence with the foregoing by affixing your signature in the space provided below.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

I CONCUR:

(Sgd) W.G. Scarrow
General Chairperson

(Sgd) M. Gregotski
For: General Chairperson

(Sgd) L.H. Olson
General Chairperson

(Sgd) B. Leclerc
General Chairperson

cc: D.H. Grant, Chief of Transportation, Montreal

ADDENDUM NO. 58D

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

During the current round of National Negotiations in respect to cabooseless train operations, the Union raised certain concerns regarding the type, weight, tone and channel capability of the radios to be supplied in accordance with sub-paragraph 90.4(d) of Agreement 4.16 or sub-paragraph 147.4(d) of Agreement 4.3.

In response to these concerns, the Company's representatives informed you that the so-called lunch-box type radios are currently being phased out and are being replaced with light-weight, hand-held, five watt radios equipped with dispatcher's tone call capability and the necessary channels for the territory on which they are to be used.

This replacement program shall be completed by the time that cabooseless train operations have been fully implemented. In the meantime, when these new radios are not available, the necessary dispatcher tone call and channel capability will be provided utilizing radios presently in service that are so equipped such as the so-called red radio.

Yours truly,

(Sgd) D.H. Grant
Chief of transportation

ADDENDUM NO. 58E

October 26, 1989

Mr. T.G. Hodges
General Chairperson
United Transportation Union
55 King Street, Suite 600
St. Catharines, Ontario
L2R 3H5

Mr. B. Leclerc
General Chairperson
United Transportation Union
Suite 200-1026 St. Jean
Quebec, Quebec
G1R 1R7

Mr. W.G. Scarrow
General Chairperson
United Transportation Union
988 Exmouth Street
Sarnia, Ontario
N7S 1W1

Mr. L.H. Olson
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Gentlemen:

During the current round of National Negotiations in respect to the operation of cabooseless trains, the Union sought a provision that would require each occupied road locomotive cab on a cabooseless train to be equipped with a supply of running wash water, soap and a basin.

In response to this demand, the Company informed you that each occupied road locomotive cab would meet the standards established by !he On Board Trains Occupational and Health Regulations made pursuant to the Part II (formerly Part IV) of the Canada Labour Code:. The Company further explained that it was not feasible to provide running water and washing facilities in the cabs of existing road locomotives due to design limitations and the extraordinary expense associated with the complex retrofit required to overcome these limitations.

However, the Company agreed that it was feasible to incorporate such facilities in the design when new road service locomotives are ordered or when road service locomotives are retrofitted.

Based on current budget projections, it is expected that the Company will order or retrofit 80 road service locomotives beginning in 1991 at a rate of approximately 20 per year. You will be kept informed, of course, of our plans in this respect through the auspices of the System Cab Committee.

This letter serves to confirm the Company's commitment to provide washing facilities (cold) in the cabs of new road service locomotives ordered or road service locomotives retrofitted subsequent to the effective date of the Memorandum of Agreement amending Agreements 4.16 and 4.3.

Yours truly,

(Sgd) D.H. Grant
Chief of Transportation

ADDENDUM NO. 58F

CANADIAN NATIONAL RAILWAY COMPANY
Prairie and Mountain Regions

MEMORANDUM OF AGREEMENT between Canadian National Railway Company and the United Transportation Union with respect to certain separation opportunities.

IT IS AGREED THAT:

(1) Subject to the provisions of this Memorandum of Agreement, a Trainman/Yardman working in a position covered by Agreement 4.3 and who is eligible for early retirement under the Company's Pension Plan(s) will be entitled to elect to take early retirement and receive a separation allowance as hereinafter provided.

(2) (a) Subject to the provisions of this Item 2, an employee defined in Item 1 above 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 monthly separation allowance payable until the age of 65 (or time of death, if earlier) which, when added to his Company pension, will give the employee an amount equal to a percentage of his average annual earnings over his best five-year period, as defined under the 1959 Pension Plan rules in accordance with the following formula:

Years of Service at Time Employee Elects Retirement	Percentage Amount as Defined Above
35 & over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

(b) An employee entitled to the monthly separation allowance as defined in Item 2(a) above may elect, in lieu of the monthly allowance, a lump sum payment which will be equal to the current value of such monthly separation allowance payments calculated on the basis of a discount rate of ten (10) per cent per annum.

(c) In the application of this Item 2, an eligible employee, who is not a member of the 1959 Pension Plan, will receive the monthly separation allowance or the lump sum payment which will be calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payments due him in accordance with Item 2(a) or (b) minus any pension payments which would have been due him had he been a member of the 1959 Pension Plan.

(3) An employee who is in receipt of the separation allowance provided for in Item 2:

(a) shall be entitled to have his group life insurance coverage continued until age 65 and paid for by the Company;

(b) shall be entitled at age 65 to a life insurance policy, fully paid up by the Company, in amount equal to that in effect under the then existing Collective Agreement.

(4) In the application of this Memorandum of Agreement, the maximum number of Trainmen/Yardmen who may elect the lump separation allowance as provided in Item 2 will be limited as follows:

1990	1991	TOTAL
16	8	24

(5) If the number of eligible employees who elect benefits under the provisions of this Memorandum of Agreement are less than the number of opportunities available, the number of unused opportunities may be carried over. Subsequent to January 1, 1991, any unused opportunities will be made available to eligible employees on an annual basis on January 1st of each year.

(6) Bulletins for applications from eligible Trainmen/Yardmen as defined in Item 1 for the benefits provided under this Memorandum of Agreement will be issued to the seniority district 60 days prior to March 1 for the year 1990 and thereafter 60 days prior to December 15 of the year prior to the year for which these opportunities are being made available. Applicants shall be selected on each seniority district on the basis of their seniority as a Trainman/Yardman.

(7) Employees occupying an excepted position as of August 29, 1989 will be governed by the terms and conditions of the letter dated January 8, 1986 (Addendum No. 42 of Agreement 4.3).

(8) It is agreed that the provisions of this Memorandum of Agreement satisfy the requirements of the Article 139 (Material Change in Working Conditions) of Agreement 4.3 with respect to any change in yard assignments which may result from cabooseless train operation.

Signed at Montreal, Quebec this 26th day of October, 1989.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
Assistant Vice-president
Labour Relations

FOR THE **UNION:**

(Sgd) L.H. Olson
General Chairperson

21 March 1990

Mr. J.W. Armstrong
General Chairman
United Transportation Union
9657 - 45 Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Armstrong:

This will confirm our recent discussions concerning claims submitted by regularly assigned Yardmen not called after having previously advised the appropriate supervisor of their desire to perform overtime work in accordance with the provisions of Article 80.2 of Agreement 4.3.

In view of the absence of any specified penalty in Article 80.2, the Company's position is that the "make whole" principle applies to regularly assigned Yardmen not called after making themselves available for extra work. The Union expressed the alternative position that successive amendments to the Article have resulted in regularly assigned Yardmen being entitled to a penalty payment of a basic day as though runaround.

The above notwithstanding, it has been a long standing interpretation and practice that in situations where seniority is used as opposed to a first In, first out basis for determining entitlement to work, that the "make whole" principle is used to compensate an employee who is deprived of earnings as a result of an error in calling. However, in view of the amendments made to Article 80.2 over time, the Company is prepared without prejudice to its position in this respect, to pay a runaround of a basic day (8 hours pay at straight time rates) to regularly assigned senior Yardmen who are entitled to man such vacancies and not called. Regularly assigned Yardmen will now be compensated on the same basis as senior laid-off Yardmen.

It is understood that regularly assigned Yardmen will not be considered available to perform overtime work if doing so will interfere with their ability to work their regularly scheduled assignment.

It is further understood that this agreement will not result in claims for multiple runarounds.

Will you please signify your agreement of the foregoing by signing in the space provided and returning one signed 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) J.W. Armstrong
General Chairman
United Transportation Union

WVS/sb

ADDENDUM NO. 60

ESTABLISHMENT OF A GUARANTEE FOR FOUR JOINT SPAREBOARD POSITIONS AT CALGARY

July 23, 1990

Mr. J.W. Armstrong
General Chairman
United Transportation Union
9657 - 45 Avenue
Edmonton, Alberta
T6E 5Z8

Dear Mr. Armstrong:

This will confirm the agreement reached during Article 139 negotiations respecting the changes at Mirror and Hanna, AB and the establishment of a guarantee for the spareboard at Calgary, AB.

It is agreed that 4 (Four) guaranteed spareboard positions will be established at Calgary. AB subject to the conditions contained in this letter.

1. Regulations prescribed in Article 44 of Agreement 4.3 will apply in regulating the spareboard. However, there will not be less than 4 positions at any given time.

The following will apply to the four guaranteed positions.

2. An employee assigned to the joint 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 Brakeman's minimum through freight rate of pay:

Month of February - 2800 miles
all other months - 3000 miles

(i) The guarantee will be reduced by the equivalent of 100 miles at the Brakeman's through freight rate of pay for each calendar day or portion thereof on which the employee is not available for duty and for each call missed.

(ii) An employee on the spareboard who, 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 on the spareboard who books rest in excess of 14 hours will have his guarantee reduced in accordance with the provisions of subparagraph (i) above except that an employee on a spareboard 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 joint 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 on the spareboard as related to the number of days in the month.

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 will be used to offset any such guarantee payments. Compensation earned outside the period of time the employee is assigned to the spareboard will not be used to offset the guaranteed 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 the spareboard is 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 Brakemen 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) J.W. Armstrong
General Chairman
United Transportation Union

ADDENDUM NO 61

February 12, 2005

Mr. Bryan Boechler
General Chairperson
United Transportation Union
214 – 9622 – 42 Avenue NW
Edmonton, Alberta T6E 5Y4

Dear Mr. Boechler:

During the recent round of collective bargaining the Company committed that for a period of two (2) calendar years following ratification it will offer forty (40) Early Retirement Opportunities at surplus locations throughout Western Canada as determined between the General Chairperson and the Director of Labour Relations. These opportunities will be offered at each change of card or at such other intervals as may be agreed to by the parties. It is understood that these forty early retirement opportunities will be based on the Conductor Only formula. It is also understood that any unused early retirement opportunities will expire at the end of the two year period.

Yours truly,

(Sgd) Kim Madigan
Vice-president
Labour Relations - North America

I Concur,

(Sgd) Bryan Boechler
General Chairperson

ADDENDUM NO. 62

June 2, 1992

W.G. Scarrow
General Chairperson
United Transportation Union
486 North Christina Street
Sarnia, Ontario
N7T 5W4

J.W. Armstrong
General chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Raymond LeBel
General Chairperson
United Transportation Union
200 - 1026 rue St-Jean
Quebec, Quebec
G1R 1R7

M.P. Gregotski
General Chairperson
United Transportation Union
516 Garrison Road, Unit 5
Fort Erie, Ontario
L2A 1N2

This concerns the matter of training for periodic examination in accordance with the Railway Employee Qualifications Standards Regulations made pursuant to Section 46 of the National Transportation Act and Section 227 of the Railway Act.

The Company will provide training courses covering all required subject areas for the applicable occupational category and First Aid. When employees attend such training courses at the direction of the Company, 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. The General Chairpersons of the Union will, on an on-going basis, be provided with a copy of the training course schedule.

   (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 per hour of 1/8th the dally rate for passenger service, 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 equipped with a writing table or desk, a chair and adequate lighting 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 - $18.00 per day; or

      (2) where the provided accommodation does not include cooking facilities - $28.00 per day.

2. Employees attending a training program in accordance with this Letter of Understanding will compensated on the following basis, according to the position regularly held at the time the training is taken, for each day in attendance on the training course:

	JAN 1/04 $	EFFECTIVE JAN 1/05 $	Jan 1/06 $
Yardmaster	220.24	243.08	250.38
Asst. Yardmaster	225.17	231.92	238.88
Conductor/Yard Foreman/Switchtender	201.11	207.14	213.35
Brakeman/Baggageman/YardHelper	185.43	190.99	196.72

*Note: Employees attending QSOC training shall be entitled to the QSOC rate provided above or loss of wages whichever is greater.

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 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, under normal operating conditions, they will be in and off duty at their home terminal by 2359 of the day preceding attendance at the training course.

NOTE: Time paid for in the nature of arbitrary payments, such as preparatory time and time paid for pursuant to paragraph 35.6 of Article 35 of Agreement 4.16 or paragraph 104.2 of Article 104 of Agreement 4.3 will not be taken into account in the application of this paragraph 3 (b).

(c) Regularly assigned employees, whose assignments go 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 applicable 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 may elect not to accept calls for shifts or tours of duty commencing prior to, but no later than, 0600 of the day following the training course by advising the Crew Management Centre of the time at which they will be available. Employees who wish to exercise this option will so advise the Crew Management Centre at the completion of the training course.

NOTE: Time paid for in the nature of arbitrary payments, such as preparatory time and time paid for pursuant to paragraph 35.6 of Article 35 of Agreement 4.16 or paragraph 104.2 of Article 104 of Agreement 4.3 will not be taken into account in the application of this paragraph 3 (d).

(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 applicable amount specified in paragraph 2 for each tour of duty lost.

(f) Spare board 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 "regularly assigned employee" includes employees in pool service and employees filling a temporary vacancy on a regular assignment or in pool service 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 Letter of Understanding, 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 Letter of Understanding will only apply to employees directed to take training in connection with periodic examination in the subjects mandated by the Railway Employee Qualifications standards Regulations.

7. The provisions of the collective agreement dealing with payment for rules examination, specifically paragraph 71.2 of Article 71 of Agreement 4.16, paragraph 125.2 of Article 125 of Agreement 4.3 and paragraph 16.2 of Article 16 of Agreement 4.2 shall not apply to employees paid for instruction and examination pursuant to this Letter of Understanding.

(Sgd) J.B. Bart
For: Assistant Vice-president
Labour Relations

I CONCUR:

(Sgd) W.G. Scarrow
General Chairperson

(Sgd) J.W. Armstrong
General Chairperson

(Sgd) M.P. Gregotski
General Chairperson

(Sgd) R. LeBel
General Chairperson

*As amended by the Memorandum of Agreement dated May 13, 2001.

ADDENDUM NO.62A

June 2, 1992

W.G. Scarrow
General Chairperson
United Transportation Union
486 North Christina Street
Sarnia, Ontario
N7T 5W4

J.W. Armstrong
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Raymond LeBel
General Chairperson
United Transportation Union
200 - 1026 rue St-Jean
Quebec, Quebec
G1R 1R7

M.P. Gregotski
General Chairperson
United Transportation Union
516 Garrison Road, Unit 5
Fort Erie, Ontario
L2A 1N2

This confirms our mutual agreement that the daily rates of pay specified in paragraph 2 of the Letter of Understanding dated June 2, 1992 in respect to the conditions attached to training for requalification 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.

(Sgd) J.B. Bart
For: Assistant Vice-president
Labour Relations

ADDENDUM NO. 62B

June 2, 1992

W.G. Scarrow
General Chairperson
United Transportation Union
486 North Christina Street
Sarnia, Ontario
N7T 5W4

J.W. Armstrong
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Raymond LeBel
General Chairperson
United Transportation Union
200 - 1026 rue St-Jean
Quebec, Quebec
G1R 1R7

M.P. Gregotski
General Chairperson
United Transportation Union
516 Garrison Road, Unit 5
Fort Erie, Ontario
L2A 1N2

During discussions which culminated in the signing of the Letter of Understanding, dated June 2, 1992 in respect to the matter of training and re-qualification under the Railway Employee Qualifications Standards Regulations, the Union expressed a concern about the effect that attendance on the training course would have in relation to the calculation of an employee's guarantee or an employee's incumbency.

This confirms that, in the calculation of either the guarantee or any incumbency pursuant to the maintenance of earnings provisions of various agreements, an employee in attendance on the training course will be deemed to be available for service. It is, of course, understood that earnings paid to an employee pursuant to the Letter of Understanding, dated June 2, 1992, will be used to offset payment of the guarantee or an incumbency.

(Sgd)J.B. Bart
For: Assistant Vice-president
Labour Relations

June 2, 1992

W.G. Scarrow
General Chairperson
United Transportation Union
486 North Christina Street
Sarnia, Ontario
N7T 5W4

J.W. Armstrong
General Chairperson
United Transportation Union
9657 - 45th Avenue
Edmonton, Alberta
T6E 5Z8

Raymond LeBel
General Chairperson
United Transportation Union
200 - 1026 rue St-Jean
Quebec, Quebec
G1R 1R7

M.P. Gregotski
General Chairperson
United Transportation Union
516 Garrison Road, Unit 5
Fort Erie, Ontario
L2A 1N2

During discussions which culminated in the signing of the Letter of Understanding, dated June 2, 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 Union well before its implementation.

(Sgd) M.S. Fisher
For: Chief of Transportation

ADDENDUM NO. 63

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

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
General Chairperson

(Sgd) W.A. Wright
General Chairman

ADDENDUM NO. 64

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

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. 65

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

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.

   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.

682

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.

.ndate:

- 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)

Attachment B

Implementation schedule extended runs / Western Canada.

- **Details to be determined by Regional Implementation Committee.**
- **Entire program must be completed by not later than April 1, 1996 but may be adjusted as necessary by the Regional Steering Committee.**

ADDENDUM NO. 66

Montreal, Quebec, February 13, 1998

M. Simpson
General Chairman
Canadian Council of Railway
Operating Unions
No, 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

B.J. Henry
General Chairperson
Canadian Council of Railway
Operating Unions
8616 - 51 Avenue, Suite 309
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 Dixon
Assistant Vice-president
Labour Relations and Employment Legislation

ADDENDUM NO. 67

Montreal, Quebec, February 13, 1998

R. LeBel
General Chairperson
C.C.R.O.U.
1026 St. Jean Street, Suite 200
Quebec, Que. G1R 1R7

R. Long
General Chairperson
C.C.R.O.U.
325 West Street, #200, Building A
Brantford, Ont. N3R 6B7

M.P. Gregotski
General Chairperson
C.C.R.O.U.
516 Garrison Road, Unit 5
Fort Erie, Ont. L2A 1N2

B.J. Henry
General Chairperson
C.C.R.O.U.
8616 - 51 Avenue, Suite 309 Gallery 51
Edmonton. Alta. T6E 6E6

B.E. Wood
General Chairman
C.C.R.O.U.
2 Dartmouth Road, Suite 210
Bedford, N.S. B4A 2K7

R. Dyon
General Chairman
C.C.R.O.U.
3610 Valiquette St., Suite 200
St. Laurent, Que. H4S 1X8

M. Simpson
General Chairman
C.C.R.O.U.
No. 2 - 3012 Louise Street
Saskatoon, Sask. S7J 3L8

Gentlemen:
This refers to the recently concluded negotiations and our discussion with respect to the Company's flex benefit plan and the possibility of employee paid supplements to the Weekly Indemnity Benefit Plan and the possibility of establishing an employee paid Long Term Disability Insurance Plan, the latter through payroll deduction.

It was agreed that representatives of the Company and the Council would meet to discuss these issues during the closed period of the contract. It was also agreed that the first meeting would be scheduled to commence at a mutually convenient time, no later than 120 days following the ratification of the Memorandum of Agreement.

Yours truly,

(Sgd) Richard Dixon
Assistant Vice-president
Labour Relations and
Employment Legislation

cc: W.G. Scarrow
G. Hallé
J.W. Armstrong

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 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,

(Sgd) Richard Dixon
Assistant Vice-president
Labour Relations and
Employment Legislation

I concur:

(Sgd) M. Simpson

(Sgd) B.J. Henry

ADDENDUM NO. 69

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 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,

(Sgd) Richard Dixon
Assistant Vice-president
Labour Relations and
Employment Legislation

I concur:

(Sgd) M. Simpson

(Sgd) B.J. Henry

ADDENDUM NO. 70

System of Pay -Western Canada - March 27, 1997

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 issuer; 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

ne 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)

Consistins 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:

(Sgd) D.W. Coughlin
for: Assistant Vice-president
Labour Relations

(Sgd) G. Pichette
for: Senior Vice-president
CN West

(Sgd) J.P. Krawec
For: B.H. Lee
Chief of Transportation

(Sgd) M.W. Becker
Manager Labour Relations

(Sgd) J.T. Torchia
Manager Labour Relations

(Sgd) J.B. Anderson
Director Extended Run
Implementation

(Sgd) M.A. Moroz
Assistant Director
Extended Run Implementation

(Sgd) A.B. Randall
Manager CMC Systems

(Sgd J.A. Harmata
Manager CMC Operations

For the Canadian Council of Railway Operating Unions:

(Sgd.) J.W. Armstrong
General Chairperson

(Sgd) M.W. Simpson
General Chairman

(Sgd) D.J. Shewchuk
Senior Vice-chairman

(Sgd) B.J. Henry
Vice-General Chairperson

(Sgd) F.H. Shaffer
Vice-Local Chairperson

(Sgd) D. E. Brummund
Vice - Chairman

ADDENDUM NO. 70A

March 27, 1997

J.W. Armstrong
General Chairperson

M.W. Simpson
General Chairman

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:

Extended Run Territory	Single Subdivision Territory
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

ADDENDUM NO. 70B

March 27, 1997

J.W. Armstrong
General Chairperson

M.W. Simpson
General Chairman

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 I 0 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

May 5, 1995

Mr. J.W. Armstrong
General Chairperson

Mr. W.A. Wright
General Chairman

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

solution. 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 Chairperson

(Sgd) W.A. Wright
General Chairman

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ADDENDUM NO. 71

Leave of Absence for Urgent Personal Affairs

Memorandum of Agreement – March 28, 2000

The parties agree to reactive this program effective immediately as outlined below:

1. A maximum period of leave of three (3) months duration

2. Payment in the form of a repayable loan to the employee of the equivalent of 5 basic days at yard rates for each week of personal leave.

3. Re-payment of loan at 10% of gross earnings over a period of no longer than two (2) years.

4. A guarantee that such loan will be repaid in the event of the employee's death, dismissal or resignation. (An employee must sign an appropriate document outlining these terms).

5. A ceiling on the number employees on personal leave at any one time. (This will be determined by the Company).

6. Applications for such personal leave to be made through the Canadian Director of the Brotherhood of Locomotive Engineers or the National Vice President United Transportation Union, Ottawa office.

7. Such personal leave to be subject to approval by the Vice-president, Labour relations and Employment Legislation.

8. Approval of such personal leave to be at the discretion of the Company.

It is understood that the personal leave program will be designed for the purpose of granting employees time off to manage urgent personal affairs, such as immediate family problems in exceptional circumstances, and will not apply to employee illness, injury, etc., nor will it apply when an employee has unused annual vacation entitlement. The personal leave program will not, therefore, replace existing benefits, programs or government programs.

I Concur:

(Sgd) Richard Dixon
Vice-president, Labour Relations
and Employment Legislation

(Sgd) Gilles Halle
Canadian Director BLE

(Sgd) W.G. Scarrow
CCROU Vice-Chairperson
Signed May 13, 2001

ADDENDUM NO. 72

Sabbatical Leave

February 12, 2005

Mr. Bryan Boechler
General Chairperson
United Transportation Union
214 – 9622 – 42 Avenue NW
Edmonton, Alberta T6E 5Y4

Dear Mr. Boechler:

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 Union, 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 Union. However, if the Sabbatical is refused, and upon request by the Union, the Company will supply a written confirmation of such refusal with an explanation of it's 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.

2.h.8

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.

a. 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.

ıhdrawal, 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.

1 I - 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 Agreement 4.3 to the contrary.

Yours Truly,

(Sgd) Myron W. Becker
Director, Labour Relations North America

ADDENDUM NO. 73

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,

Vice-president

ADDENDUM NO. 74

Brown System of Discipline

February 12, 2005

Mr. Rex Beatty
General Chairperson
United Transportation Union
421 Bay Street, Floor 2, Suite 207
Sault Ste. Marie, Ontario P6A 1X3

Mr. Raymond LeBel
General Chairperson
United Transportation Union
1026 St. Jean Street, Suite 200
Quebec, Quebec G1R 1R7

Mr. Bryan Boechler
General Chairperson
United Transportation Union
214 – 9622 – 42 Avenue NW
Edmonton, Alberta T6E 5Y4

Gentlemen,

Re: Brown System of Discipline.

This will confirm discussions held during collective bargaining in 2004/2005 regarding the Company's approach to discipline.

To resolve the issue of discipline, for the life of the collective agreement(s) or until otherwise mutually agreed, the Company will utilize the Brown discipline system and standards in accordance with past practices and jurisprudence.

The Company and the Union agree that in the application of the Brown system of discipline, the Company may continue to issue discipline in the form of deferred suspensions (subject to Union appeal).

Grievances resulting from the issuance of deferred suspensions will be initiated at Step II of the Grievance procedure.

(Sgd) Kim Madigan
Vice-President, Labour Relations
North America

ADDENDUM NO. 75

Scheduling

February 12, 2005

Mr. Bryan Boechler
General Chairperson
United Transportation Union
214 – 9622 – 42 Avenue NW
Edmonton, Alberta T6E 5Y4

Dear Mr. Boechler :

During this round of negotiations, the issue of Assigned Service and Scheduling was discussed. The Parties have agreed to resolve the matter based on the following commitment.

Whereas the Union has several demands concerning time off and scheduling of runs to enhance the work environment and quality of life of its members;

And, further, the Union and the Company have entered into an agreement addressing time off;

The Parties also commit to meet during the closed period to discuss the implementation of assigned service/runs where deemed operationally feasible and appropriate by the Company and the Union.

Nothing in this letter restricts the implementation of scheduled/assigned runs adhering to current guidelines, before said discussions take place.

The Senior Oversight Committee for this implementation will be comprised of the Senior Vice President of the Company and the General Chairperson (or their respective delegate).

Yours Truly,

(Sgd) Kim Madigan
For: Ed Harris
Senior Vice-president
Operations

ADDENDUM NO. 76

Rules / Medicals 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. Heller
Vice-president

ADDENDUM NO. 77

Recovery of Overpayments

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 1/3rd 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. Heller
Vice-president

ADDENDUM NO. 78

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. Heller
Vice-President

ADDENDUM NO. 79

Transferring

Toronto, Ontario, May 13, 2001

B. Henry General Chairperson CCROU

Dear Mr. Henry

During this round of negotiations a concern was raised regarding the ability to transfer under Article 107 at change of timetable. The concern specifically centered on the fact that employees 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 or 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) K. Heller
Vice-president

ADDENDUM NO. 80

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. Heller
Vice-president

ADDENDUM NO. 81

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) Richard Dixon
Vice-president Labour Relations and
Employment Legislation

ADDENDUN NO. 82

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. Heller
Vice-president

ADDENDUM NO. 83

Work Trains

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 **till** unassigned work trains.

Yours truly

(Sgd) K. Heller
Vice-president

ADDENDUM NO. 84

Operation of Single Unit

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. Heller
Vice-president

ADDENDUM NO. 85

Management performing Bargaining Unit Work

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. Heller
Senior Vice-president

ADDENDUM NO. 86

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. Heller
Senior Vice-president

ADDENDUM NO. 87

Edmonton Taxi Agreement

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:

One of the Council's concerns during this round of negotiations was the cancellation of the Edmonton Taxi agreement.

This will confirm the letter cancelling the Edmonton taxi agreement has been rescinded.

Yours truly,

(Sgd) L. Heller
Senior Vice-president

ADDENDUM NO. 88

Work Jurisdiction

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) Richard J. Dixon
Vice-president Labour Relations and
Employment Legislation

Held Away Time

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 34.

This agreement will apply when Mandatory rest is required and will not have any bearing on the times outlined herein.

Those Sinale 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 12½miles/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 34.

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 35.13 (a) (ii). The parties fully recognize that the terms and conditions of Article 35A.1 and Article 34.2 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 44.7 (f) of agreement 4.3.

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.

Agreement 4.3

Guidance summary for changes to *wages* as proposed by CN :

Wages

a) Effective July 23, 2007, a wage increase of 3% on the rates of pay in effect on July 22, 2007

b) Effective July 23, 2008, a wage increase of 3% on the rates of pay in effect on July 22, 2008

c) Effective July 23, 2009, a wage increase of 3% on the rates of pay in effect on July 22, 2009

Lump sum

A payment of $1,000.00 (gross) after coming into force of this agreement.

Retroactive Payment

A payment equivalent to 3% of gross earnings from January 1, 2007 to July 22, 2007.

The contract language to effect changes is attached herewith:

The rate table in paragraph 1.1 of article 1 is deleted and replaced with the following:

	EFFECTIVE		
Classifications	**July 23, 2007 Per Mile Cents**	**July 23, 2008 Per Mile Cents**	**July 23, 2009 Per Mile Cents**
Conductors	112.25	115.62	119.09
Assistant Passenger Conductors	97.35	100.27	103.27
Baggage Handlers	91.99	94.75	97.59
Assistant Conductors	90.60	93.32	96.12

July 23, 2007 **Per Month $**	**July 23, 2008 Per Month $**	**July 23, 2009 Per Month $**
246.43	253.82	261.43

The rate table in paragraph 1.4 of article 1 is deleted and replaced with the following:

	EFFECTIVE		
	JULY 23, 2007 Per Trip $	**July 23, 2008 Per Trip $**	**July 23, 2009 Per Trip $**
Baggage Handlers	14.09	14.51	14.94

The rate table in paragraph 1.5 of article 1 is deleted and replaced with the following:

	EFFECTIVE		
	July 23, 2007 PER MONTH $	**July 23, 2008 Per Month $**	**July 23, 2009 Per Month $**
Baggage Handlers	140.87	145.10	149.45

The rate table in paragraph 1.7 of article 1 is deleted and replaced with the following:

	July 23, 2007 Per Trip $ 7.01	**July 23, 2008 Per Trip $** 7.22	**July 23, 2009 Per Trip $** 7.44
To a maximum per month of:	140.87	145.10	149.45

The rate table in paragraph 13.1 of article 13 is deleted and replaced with the following:

	EFFECTIVE			
Classifications		**July 23, 2007 Per Mile Cents**	**July 23, 2008 Per Mile Cents**	**July 23, 2009 Per Mile Cents**
Conductors		156.31	161.00	165.83
Assistant Conductors				
Essential		144.41	148.74	153.20
Non-Essential		137.52	141.64	145.89

	EFFECTIVE			
Classifications		**July 23, 2007 Per Mile Cents**	**July 23, 2008 Per Mile Cents**	**July 23, 2009 Per Mile Cents**
Conductors		158.17	162.91	167.80
Assistant Conductors				
Essential		146.70	151.10	155.64
Non-Essential		139.71	143.90	148.22

The rate table in paragraph 13.3 of article 13 is deleted and replaced with the following:

	EFFECTIVE			
Classifications		**July 23, 2007 Per Mile Cents**	**July 23, 2008 Per Mile Cents**	**July 23, 2009 Per Mile Cents**
Conductors		163.62	168.52	173.58
Assistant Conductors		151.40	155.94	160.62

	EFFECTIVE			
Classifications		**July 23, 2007 $**	**July 23, 2008 $**	**July 23, 2009 $**
Conductors Hourly Pro-Rata Time and One-Half		28.025 42.038	28.866 43.299	29.732 44.598
Assistant Conductors Hourly Pro-Rata Time and One-Half		25.638 38.457	26.407 39.610	27.199 40.799

The rate table in paragraph 13.7 of article 13 is deleted and replaced with the following:

	EFFECTIVE			
		July 23, 2007 Per Month $	**July 23, 2008 Per Month $**	**July 23, 2009 Per Month $**
Assistant Conductors		246.43	253.82	261.43

	EFFECTIVE			
		July 23, 2007 Per Trip $	**July 23, 2008 Per Trip $**	**July 23, 2009 Per Trip $**
Assistant Conductors		14.09	14.51	14.95

	EFFECTIVE			
		July 23, 2007 Per Month $	**July 23, 2008 Per Month $**	**July 23, 2009 Per Month $**
Assistant Conductors		140.87	145.10	149.45

		July 23, 2007 Per Trip $ 7.01	**July 23, 2008 Per Trip $** 7.22	**July 23, 2009 Per Trip $** 7.44
To a maximum per month of:		140.87	145.10	149.45

		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
		8.42	8.67	8.93

The rate table in paragraph 26A.1(b) of article 26A is deleted and replaced with the following:

	EFFECTIVE			
		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
		13.96	14.37	14.81

The rate table in paragraph 75.1 of article 75 is deleted and replaced with the following:

EFFECTIVE

75.1 **Classifications:**		**July 23, 2007 $**	**July 23, 2008 $**	**July 23, 2009 $**
Yard Operations Employee Daily Rate Hourly Pro-Rata Time and One-Half		 230.92 28.86 43.30	 237.84 29.73 44.60	 244.98 30.62 45.94
Car Retarder Operator Daily Rate Hourly Pro-Rata Time and One-Half		 233.25 29.16 43.73	 240.25 30.03 45.05	 247.46 30.94 46.40
Conductor Yard Daily Rate Hourly Pro-Rata Time and One-Half		 224.20 28.03 42.04	 230.93 28.87 43.30	 237.85 29.73 44.60
Belt Pack Foreman/Hump Foreman Daily Rate Hourly Pro-Rata Time and One-Half		 230.92 28.86 43.30	 237.84 29.73 44.60	 244.98 30.62 45.94
Belt Pack Helper Daily Rate Hourly Pro-Rata Time and One-Half		 211.80 26.47 39.72	 218.15 27.27 40.91	 224.70 28.08 42.14
Yard Helper Daily Rate Hourly Pro-Rata Time and One-Half		 205.10 25.64 38.46	 211.26 26.41 39.61	 217.59 27.20 40.80
Switchtender Daily Rate Hourly Pro-Rata Time and One-Half		 183.65 22.96 34.43	 189.16 23.65 35.47	 194.83 24.36 36.53
Utility Person Daily Rate Hourly Pro-Rata Time and One-Half		 224.20 28.03 42.04	 230.93 28.87 43.30	 237.86 29.73 44.60

The rate table in paragraph 108.2 of article 108 is deleted and replaced with the following:

	EFFECTIVE			
		July 23, 2007 Per Trip $	**July 23, 2008 Per Trip $**	**July 23, 2009 Per Trip $**
Conductors, Conductors (Yard) non extended run operation		34.09	35.12	36.17
Conductors in extended run territory		46.14	47.53	48.95

	EFFECTIVE		
	July 23, 2007 Per Trip $	**July 23, 2008 Per Trip $**	**July 23, 2009 Per Trip $**
Conductors, Conductors (yard) non extended run operation	34.09	35.12	36.17
Conductors in extended run territory	46.14	47.53	48.95

	EFFECTIVE			
		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
Weekly		1026.50	1057.29	1089.01
Daily		146.64	151.04	155.57

The rate table in paragraph 137.18 of article 137 is deleted and replaced with the following:

	EFFECTIVE			
		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
Special Allowance		5.71	5.88	6.05

The rate table in paragraph 137.25(b) of article 137 is deleted and replaced with the following:

	EFFECTIVE			
		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
Weekly Daily		1026.50 146.64	1057.29 151.04	1089.01 155.57

	EFFECTIVE			
		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
Weekly Daily		1026.50 146.64	1057.29 151.04	1089.01 155.57

	EFFECTIVE			
		July 23, 2007 Per Day $	**July 23, 2008 Per Day $**	**July 23, 2009 Per Day $**
Engine Hostler		200.05	206.05	212.23

	EFFECTIVE			
		July 23, 2007 Per Month $	**July 23, 2008 Per Month $**	**July 23, 2009 Per Month $**
Furlough Board		4,203.44	4,329.54	4,459.43

The rate tables in APPENDIX D is deleted and replaced with the following:

APPENDIX **D**
Guarantees - Road Service

1. Equivalent of 4500 miles provided by paragraph 22.1 of article 22:

	EFFECTIVE			
Classifications		**July 23, 2007 $**	**July 23, 2008 $**	**July 23, 2009 $**
Conductors		5051.11	5202.64	5358.72
Baggage Handlers		4139.46	4263.64	4391.55
Assistant Conductors		4077.15	4199.47	4325.45

2. Equivalent of 2800 miles provided by sub-paragraph (a) of paragraph 22.3 of article 22:

	EFFECTIVE			
Classifications		**July 23, 2007 $**	**July 23, 2008 $**	**July 23, 2009 $**
Conductors		4,581.22	4,718.66	4,860.22
Assistant Conductors		4,239.29	4,366.47	4,497.47

3. Equivalent of 3000 miles provided by sub-paragraph (b) of paragraph 22.3 and paragraph 22.4 of article 22:

		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
(a) Paid under Article 13.1 of Article 13 Conductors		4,689.32	4,830.00	4,974.90
Assistant Conductors (Non-essential)		4,125.44	4,249.20	4,376.68

		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
(b) Paid under Article 13.2 of Article 13 Conductors		4,745.03	4,887.39	5,034.01
Assistant Conductors (Non-essential)		4,191.29	4,317.02	4,446.54

4. Equivalent of 2600 miles provided by paragraph 22.2 of Article 22:

	EFFECTIVE		
Classifications	**July 23, 2007 $**	**July 23, 2008 $**	**July 23, 2009 $**
Conductors	5,603.32	5,771.42	5,944.57
Assistant Conductors	5,106.73	5,259.93	5,417.73

The rate table in Addendum No. 18 item 7 of Addendum 18 is deleted and replaced with the following:

	EFFECTIVE		
	July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
	979.03	1008.40	1038.65

The rate table in Addendum No. 19 item 2 of Addendum 19 is deleted and replaced with the following:

	EFFECTIVE		
	July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
	1,074.76	1,107.01	1,140.22

The rate table in Addendum No. 20 item 1 of Addendum 20 is deleted and replaced with the following:

	EFFECTIVE		
	July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
	979.03	1008.40	1038.65

The rate table in Addendum No. 23 is deleted and replaced with the following:

	EFFECTIVE		
	July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
	34.09	35.12	36.17

The rate table in Addendum No. 24 is deleted and replaced with the following:

		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
		34.09	35.11	36.17

		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
Daily Rate Hourly Pro-Rata Time and One-Half		230.92 28.86 43.30	237.84 29.73 44.60	244.98 30.62 45.94

		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
Daily Rate Hourly Pro-Rata Time and One-Half		230.92 28.87 43.30	237.85 29.73 44.60	244.98 30.62 45.93

The rate table in Addendum No. 62 item 2 of Addendum 62 is deleted and replaced with the following:

EFFECTIVE

		July 23, 2007 $	**July 23, 2008 $**	**July 23, 2009 $**
Yardmaster		257.89	265.63	273.60
Asst Yardmaster		246.05	253.43	261.03
Conductor/Yard Foreman/Switchtender		219.75	226.34	233.13
Brakeman/Baggageman/ Yard Helper		202.62	208.70	214.96

NEW LETTER

Canadian National
Box 8100
Montreal, Quebec, Canada
H3C 3N4

Canadien National
C.P. 8100
Montreal (Quebec) Canada
H3C 3N4

July 23, 2007

Robert Sharpe
Vice-president
United Transportation Union
#180, 46000 Thomas Road
Chilliwack, BC V2R 5W6

John W. Armstrong
Senior Vice-president
United Transportation Union
8811 – 41st Avenue
Edmonton, AB T6K 1G6

Gentlemen:

Effective the second pay period following the issuance of the arbitrator's decision, all employees in active service on July 23, 2007 under Agreement 4.3 shall receive a lump sum payment of $1,000.00 (gross). Employees on short-term disability, long-term disability, or off duty and receiving workers compensation benefits, will receive the lump sum payment upon their return to active service. Any employee who has received a lump sum payment under any other collective agreement in 2007 will not receive this lump sum payment.

Yours truly,

Kimberly A. Madigan
Vice-President, Labour Relations

NEW LETTER

Canadian National
Box 8100
Montreal, Quebec, Canada
H3C 3N4

Canadien National
C.P. 8100
Montreal (Quebec) Canada
H3C 3N4

July 23, 2007

Robert Sharpe
Vice-president
United Transportation Union
#180, 46000 Thomas Road
Chilliwack, BC V2R 5W6

John W. Armstrong
Senior Vice-president
United Transportation Union
8811 – 41st Avenue
Edmonton, AB T6K 1G6

Gentlemen:

Effective the second pay period following the issuance of the arbitrator's decision, all employees in active service July 23, 2007 shall receive a lump sum payment equivalent to 3% of their gross earnings under collective agreement 4.3 from January 1, 2007 to July 22, 2007 inclusive. Employees on short-term disability, long-term disability, or off duty and receiving workers compensation benefits, will receive this payment upon their return to active service.

Yours truly,

Kimberly A. Madigan
Vice-President, Labour Relations

Agreement 4.3

Guidance summary for changes to *benefits* as proposed by CN :

Benefits improvements:

a) Improvements of $10 per year to the Short Term disability and Maternity leave benefits provisions.

b) Elimination of the waiting period for Extended Health Care and dental coverages for new hires.

c) Coverage as a dependent for an employee who is also a spouse of a covered employee.

d) Current dental fees increased effective the first day of August 2007 and thereafter on August 1, 2008, and August 1, 2009.

e) Maximum annual dental benefit increased to $1,625 effective August 1, 2007.

f) The establishment of a post-retirement Health Care Plan for the payment of post-retirement health care benefits.

Train Passes extension

Share investment plan continuation

The texts and letters to effect the changes are attached herewith:

Benefit improvements have never been detailed in the Collective Agreement itself. Benefit plans are referred to in Article 135 of Agreement 4.3. However, for further certainty, the improvements are set out below and the plans will be modified accordingly:

Benefits improvements

Short Term Disability – Sickness and Maternity Leave Benefits

Effective August 1, 2007, increase short-term disability weekly maximum from $590 to $600.

Effective August 1, 2008, increase maximum to $610.

Effective August 1, 2009, increase maximum to $620.

The name of the Weekly Indemnity Benefit program will be changed to the Short-Term Disability Plan. This change shall have no impact on the plan benefits.

Extended Health Care Plan

Effective August 1, 2007, the waiting period for Extended Health Care coverage for new hires is eliminated.

Effective August 1, 2007, the spouse of a CN employee who is covered under this plan as an employee can be designated as a dependent of the employee for Extended Health Care coverage if such spouse loses their own coverage.

Dental Plan

Effective August I , 2007, the waiting period for Dental Plan coverage for new hires is eliminated.

Effective August 1, 2007, the spouse (of a CN employee) who is covered under this plan as an employee, can be designated as a dependent of that employee for Dental Plan coverage if such spouse loses their own coverage.

Effective with treatment commencing on or after August 1, 2007, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2007.

Effective with treatment commencing on or after August 1, 2008, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2008.

Effective with treatment commencing on or after August 1, 2009, covered expenses will be defined as the amounts in effect on the day of such treatment, as specified in the relevant provincial Dental Association Fee Guides for the year 2009.

The maximum annual benefit for the Dental Plan will be improved from $1,525 to $1,625 for treatment commencing on or after August 1, 2007.

Because the Alberta Dental Association no longer publishes a dental fee guide, insurers, including SunLife, establish their own reimbursement levels for dental services provided in Alberta using data compiled on an industry basis through the CLHIA. The dental fee guide established by SunLife will be used for dental claims incurred in Alberta.

Post-retirement Health Care Plan

The granting of the Post-retirement Health Care Plan shall not form part of, or be interpreted as part of the Collective Agreement. Effective January 1, 2008, or as soon as the administrative systems are available, the company will establish a Post-retirement Health Care Plan for the payment of post-retirement health care benefits. The provisions of the Plan are summarized in the following attachment.

POST-RETIREMENT HEALTH CARE PLAN

The granting of the Post Retirement Health Care Plan shall not form part of, or be interpreted as, part of the Collective Agreement.

Effective the first day of the month following 6 months after the arbitrator's decision or as soon as the administrative systems are available, the Company will establish a Post-retirement Health Care Plan for the payment of post-retirement health care benefits. The provisions of the Plan are summarized below:

- ***Eligibility Conditions***

An active employee shall be eligible to apply for post-retirement health care benefits if that active employee satisfies all minimum eligibility conditions:

- Employee must be active on or subsequent to August 1, 2007. For greater clarity, this includes active employees who are in receipt of short- and long-term disability benefits, maternity, parental, compassionate care leaves or on a union office leave as of ratification date.

- Employee must retire from the Company and start receiving immediate pension payments from the CN Pension Plan on or after August 1, 2007

- Employee must be at least age 55 at the time of retirement

- Employee must have a minimum of 85 points* at the time of retirement

Employees who have been severed under any separation agreement prior to August 1, 2007 are not eligible to participate in this plan. Employees who retire on or after attaining age sixty-five (65) are also not eligible. Eligible employees who retire between August 1, 2007 and implementation date will receive their first payment at implementation date and be entitled to a retroactive payment to cover the period between retirement date and implementation date.

**Sum of age plus Pensionable Service as defined in the CN Pension Plan. For greater clarify, the same Pensionable Service that is used to calculate an employee's pension under the CN Pension Plan will be used to calculate benefits payable under this plan. Former employees of BC Rail will also have Pensionable Service under the BC Rail Pension Plan count towards this plan.*

- ***Post-retirement Health Care Benefit***

An employee who satisfies the above eligibility conditions will be entitled to receive a fixed, annual post-retirement health care benefit. The amount of the annual post-retirement health care benefit will vary based on service in excess of 15 years. The annual benefit amount shall be calculated as follows:

- $35 per year of Eligible Service for employees with at least 85 points at the time of retirement

Eligible Service is defined as years of Pensionable Service at the time of retirement in excess of 15 years. The maximum Eligible Service is 20 years and the maximum annual benefit is $700. For e.g.:

Age at retirement:	55
Pensionable Service at retirement:	32.5
Points at retirement:	87.5
Eligible Service at retirement:	32.5-15 = 17.5
Annual benefit amount:	17.5 x $35 = $612.50

- ***Form and method of Payment***

Upon retirement, the Company will set up a Health Care Spending Account (HCSA) for eligible employees. The annual post-retirement health care benefit will be allocated to the employee's HCSA directly on a monthly basis.

The monthly allocations will begin on the first of the month following retirement and cease on the first of the month following attainment of age 65. For greater clarity, the monthly allocations to the employee's HCSA will cease upon reaching age 65 regardless of the start date. For e.g., an employee retires on October 15th of a given year, the monthly allocations will start on November 1st of that year (the annual benefit amount payable during the first year is adjusted by a factor of 0.25 (or 3/12 months).

Administration fees related to the HCSA will be paid for by the Company. Provincial Retail Sales Taxes, where applicable, will be charged to the HCSA.

The HCSA will be subject to the rules of the Income Tax Act. Amounts allocated to the employee's HCSA can only be used to pay for eligible medical expenses as defined under the Income Tax Act. The Company will work with the selected vendor to provide the most efficient benefits delivery.

- ***Survivor Benefits***

In the event the eligible employee dies while in receipt of post-retirement health care payments, the **surviving spouse,** if any, shall be entitled to 55% of the member's post-retirement health care benefit. The reduced benefit (55% survivor benefit) will be paid to the surviving spouse in the same form and until the same date at which the employee's benefit would have ceased (when the deceased employee would have attained age 65). The surviving spouse, if any, shall be the same surviving spouse as for pension purposes.

REVISED

This letter will not form part of any collective agreement.

Canadian National
Box 8100
Montreal, Quebec, Canada
H3C 3N4

Canadien National
C.P. 8100
Montreal (Quebec) Canada
H3C 3N4

July 23, 2007

John W. Armstrong
Vice-president
United Transportation Union
71 Bank Street, 7th floor
Ottawa, Ontario K I P 5N2

Robert Sharpe
Vice-president
United Transportation Union
71 Bank Street, 7th floor
Ottawa, Ontario K1P 5N2

Gentlemen:

This **has** reference to the matter of pass transportation benefits presently applicable to employees of Canadian National Railway Company (CN) represented **by** your respective organization, and the status of this benefit as to its future application on trains operated now and in the future **by** VIA Rail Canada Inc.

This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass policies on CN will be maintained for employees represented by you who were in the service **of** CN on or prior to March 13, 1979, until the time notices are served on or subsequent to **March 22, 2010**, 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 appropriate union officers will be notified.

For the purpose of this letter, the word "employees" includes pensioners.

Yours truly,

Kimberly A. Madigan
Vice-president
Labour Relations

CONFIRMATION LETTER

Canadian National
Box 8100
Montreal, Quebec, Canada
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July 23, 2007

Robert Sharpe
Vice-president
United Transportation Union
#180, 46000 Thomas Road
Chilliwack, BC V2R 5W6

John W. Armstrong
Senior Vice-president
United Transportation Union
8811 – 41st Avenue
Edmonton, AB T6K 1G6

EMPLOYEE SHARE INVESTMENT PLAN

This provision will not form part of any collective agreement

Gentlemen:

The Company Employee Share Investment Plan will continue to be made available to eligible employees in accordance with the terms of the Plan. The company may, at its discretion, alter, amend, revise or discontinue the Plan, in any manner, in whole or in part provided thirty day's notice in writing is given to the Union.

Yours truly,

Kimberly A. Madigan
Vice-president, Labour Relations

Bruce confirmed that it should not be included in the MOAs.

Agreement 4.3

Guidance summary for changes to *training rates* as proposed by CN :

- Classroom and familiarization

The contract language to effect the changes is attached herewith:

Replace the rate table in paragraph 108A.1(a) with the following:

Classroom rate of Pay	-	$800.00/week
Familiarization Rate of Pay	-	$800.00/week

Agreement 4.3

Guidance summary of changes in *investigations* as proposed by CN:

- Scheduling
- Process

The contract language to effect the changes is attached herewith:

1. Replace the last sentence of paragraph 117.1 of Article 117 with the following:

   Investigations, as contemplated in Article 117.2, will only be scheduled to start between 0800 and 1700 hours, where employee being investigated normally reports for duty, or otherwise if mutually agreed upon between the local Chairperson and the Company.

2. Replace paragraph 117.2 of Article 117 with the following:

   Employees may have an accredited representative appear with them at investigations, they will also have the right to hear all the evidence submitted and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have **a** bearing on the employee's responsibility. Questions and answers will be recorded and the employee will be furnished with a transcript or recording of the statement taken at the investigation. At an investigation, the investigating company officer or the employees shall have the right to record, at their own expense, the investigation proceedings. This provision will not be used to delay or postpone the investigation proceedings. Employees under Company investigation or his/her accredited representative shall have the right to attend any Company investigation, which may have a bearing on the employee's responsibilities. The employee or their accredited representative shall have the right to ask questions of any witness/employee during such investigation relating to the employee's responsibilities.

Agreement 4.3

Guidance summary for changes in *work environment* as proposed by CN:

- Annual meetings
- Grievance accumulation handling

The contract language to effect the changes is attached herewith:

NEW LETTER

Canadian National
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July 23, 2007

Robert Sharpe
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John W. Armstrong
Senior Vice-president
United Transportation Union
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ANNUAL MEETINGS

Gentlemen:

During the course of our discussions, you raised issues relating to the Company's handling of discipline, meals and break periods. To ensure systemic issues, as you suggest, are addressed, we agree to hold annual sessions at one major CN terminal and/or office per year, over the next three (3) years, with the senior representatives of both organizations to discuss business trends and other issues of mutual concerns. The company will make the necessary arrangements and pay the costs associated with these sessions.

Yours truly,

Kimberly A. Madigan
Vice-president, Labour Relations

NEW LETTER

Canadian National
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July 23, 2007

Robert Sharpe
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John W. Armstrong
Senior Vice-president
United Transportation Union
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GRIEVANCE ACCUMULATION

Gentlemen:

Within 60-days of the effective date of this agreement, the parties will discuss a process to facilitate the resolution of our grievance accumulation.

In the event the parties agree to mediate any or all of the outstanding grievances, the parties will select a mutually acceptable mediator. Should the parties be unable to agree on the mediator, the Federal Mediation Conciliation Service will be asked to appoint one.

Within the same period of time, a grievance tracking system (GTS), developed by CN to submit, answer and track future grievances, will be demonstrated to the union leaders and thereafter implemented.

Yours truly,

Kimberly A. Madigan
Vice-president, Labour Relations

Agreement 4.3

Guidance summary for changes of *duration* of the agreement as proposed by CN:

- **A** three-year agreement, starting on July 23, 2007 and expiring on July 22, 2010

The contract language to effect the changes is attached herewith.

Replace Duration clause by:

This collective agreement is in full settlement of all issues raised by either party on or subsequent to September 1, 2006 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, understandings, commitments, rulings or interpretations which are in conflict therewith and shall remain in full force and effect until 23:59:59 EDT July 22, 2010, and thereafter, subject four months' 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 March 22, 2010.

IN THE MATTER OF THE *RAILWAY CONTINUATION ACT, 2007*

and

THE CANADIAN NATIONAL RAILWAY COMPANY LIMITED

("CN")

and

THE UNITED TRANSPORTATION UNION

("UTU")

FINAL OFFER SELECTION AWARD

Andrew C.L. Sims, Q.C. ..... Arbitrator

REPRESENTATIVE FOR UTU

Clinton J. Miller, III ..... General Counsel
John W. Armstrong..... Vice-president, UTU
Robert W. Sharpe..... Vice-president, UTU

REPRESENTATIVE FOR CN

John A. Coleman..... Counsel
Kimberly A. Madigan ..... Vice-president, Labour Relations
Keith Creel..... Executive Vice-president, Operations
Douglas Fisher ..... Director, Labour Relations
Joe T. Torchia..... Senior Manager, Labour Relations

AWARD ISSUED on July 20, 2007

IN THE MATTER OF THE *RAILWAY CONTINUATION ACT, 2007*

and

THE CANADIAN NATIONAL RAILWAY COMPANY LIMITED

("CN")

and

THE UNITED TRANSPORTATION UNION

("UTU")

FINAL OFFER SELECTION AWARD

CN Rail operates over 20,000 miles of track in Canada plus lines as far south as New Orleans in the United States of America. The United Transportation Union is the bargaining agent for about 2,800 employees of CN Rail in Canada, employed as Conductors and Yard Service Employees, under one of four collective agreements:

- Agreement 4.16, covering CN's Eastern Lines and about 1,200 employees;
- Agreement 4.3, covering CN's Western Lines and about 1,250 employees;
- Agreement 4.2, covering CN's traffic coordinators and about 200 employees;
- The B.C. Rail Agreement covering about 150 train service employees in the B.C. Rail System.

Bargaining took place between September 2006 and February 2007. In early February 2007 a strike occurred. On February 24, 2007 the CN and UTU bargaining teams signed a memorandum of agreement subject to ratification and the job action stopped. The UTU put the agreement out for ratification but the membership rejected it by a 79% - 21% margin. A further strike occurred. Parliament intervened and passed legislation containing four key features:

1) An end to the industrial action;
2) A continuation of the existing agreements;
3) A Final Offer Selection process, with each party submitting one final global offer to cover all changes to all four agreements; and
4) The freedom to negotiate mutually agreeable collective agreements during the arbitration process and the related strike and lockout free period.

The following sections of the *Railway Continuation Act, 2007* establish these features:

Resumption or continuation of railway operations

3. On the coming into force of this Act,

(a) the employer shall resume without delay, or continue, as the case may be, operation of railway and subsidiary services: and

(b) every employee shall, when so required, resume without delay, or continue, as the case may be, the duties of that employee's employment.

Extension of each collective agreement

6(1) The term of each collective agreement is extended to include the period beginning on January 1, 2007 and ending on the day on which new collective agreements between the employer and the union come into effect.

Appointment of arbitrator

8. The Minister shall appoint as arbitrator for final offer selection a person that the Minister considers appropriate.

Obligation to provide final offer

10(1) Within the time and in the manner that the arbitrator may specify, the employer and the union shall each submit to the arbitrator

(a) a list of the matters on which the employer and the union were in agreement as of a date specified by the arbitrator and proposed contractual language that would give effect to those matters;

(b) a list of the matters remaining in dispute on that date; and

(c) a final offer in respect of the matters referred to in paragraph (b).

Duties of arbitrator

11(1) Subject to section 13, within 90 days after being appointed, ... , the arbitrator shall ...

(c) select, in order to resolve the matters remaining in dispute, either the final offer submitted by the employer or the final offer submitted by the union;

(d) make a decision in respect of the resolution of the matters referred to in this subsection and send a copy of the decision to the employer and the union, ...

New collective agreements not precluded

13. Nothing in this Act precludes the employer and the union from entering into new collective agreements at any time before the arbitrator makes a decision and, if they do so, the arbitrator's duties under this Act cease as of the day on which the new collective agreements are entered into.

The Final Offer Selection Process

The Parliament of Canada, in ending the job action that proceeded this Act, chose to replace the parties' Canada Labour Code rights to strike and lockout with a particular form of interest arbitration; final offer selection.

When strikes and lockouts take place, both union and management adopt strategies and take risks to test the resolve of the other side. It is significant to this dispute that the union membership resolved to take strike action. However, it is equally significant that CN, faced with that action and its economic impact, resolved to resist that strike. The initial strike yielded the unratified collective agreement; the second strike, despite going on for many days, did not alter either the UTU or CN's determination.

When interest arbitration is used as a substitute for those economic and social forces that usually settle strikes and lockouts, the expectation is that the arbitrator will try to replicate what might otherwise be expected to have been the outcome of a dispute. Arbitrator Dorsey described this replication process (albeit for a public sector bargaining unit) in:

> Re Board *of* School Trustees, School District *No. 1 (Fernie)* and *Fernie* District Teachers' Association (1982) 8 L.A.C. (3d) 157 at 159:
>
> ... the task of an interest arbitrator is to simulate or attempt to replicate what might have been agreed to by the parties in a free collective bargaining environment where there may be the threat and resort to a work stoppage in an effort to attain demands. This consensus accepts that an arbitrator's notions of social justice or fairness are not to be substituted for market and economic realities.
>
> In the public sector, finding a yardstick in the "real world" to tailor an appropriate replicated or simulated award is an unscientific task. It must not be too rigid and static or it will stifle future bargaining by making the outcome of arbitration too easily predictable. At the same time, it must not be purely speculative or have no basis in rational matching of like circumstances. The award should pay close attention to the concerns of the parties and the information they produce, but it will necessarily be an impressionistic, instinctive assessment of the parties' circumstances, the times and the over-all economic health of the community. Much of that cannot be articulated.

In conventional interest arbitration, this attempt to replicate is left mostly to the arbitrator. Working with the parties' last offers, their arguments and submissions, often based on comparable settlements, the arbitrator must fathom, as best possible, where the parties might eventually have compromised on each of the issues in dispute. This is not just an intellectual exercise designed to assess what is "fair or reasonable" on each particular topic. Often, particular demands make sense in the abstract, but their value to one side is insufficiently strong

to outweigh the strength of the other's opposition. It is the arbitrator's task to assess the relative priorities attached to, as well as the merits of, the various outstanding proposals.

Parliament here selected a global position, final offer selection process, encompassing all four collective agreements. The terms of the **Act** specified what the parties had to submit as a final offer and the subsequent selection process. Sections 10 and 11, in full, provide:

> Obligation to provide final offer
>
> 10(1) Within the time and in the manner that the arbitrator may specify, the employer and the union shall each submit to the arbitrator
>
> (a) a list of the matters on which the employer and the union were in agreement as of a date specified by the arbitrator and proposed contractual language that would give effect to those matters;
>
> (b) a list of the matters remaining in dispute on that date; and
>
> (c) a final offer in respect of the matters referred to in paragraph (b).
>
> Contractual language
>
> (2) The final offer must be submitted with proposed contractual language that can be incorporated into the new collective agreements.
>
> Duties of arbitrator
>
> 11(1) Subject to section 13, within 90 days after being appointed, or within any greater period that may be specified by the Minister, the arbitrator shall
>
> (a) determine the matters on which the employer and the union were in agreement as of the date specified for the purposes of paragraph 10(1)(a);
>
> (b) determine the matters remaining in dispute on that date;
>
> (c) select, in order to resolve the matters remaining in dispute, either the final offer submitted by the employer or the final offer submitted by the union;
>
> (d) make a decision in respect of the resolution of the matters referred to in this subsection and send a copy of the decision to the employer and the union; and
>
> (e) forward a copy of the decision to the Minister.
>
> Where no final offer submitted
>
> (2) If either the employer or the union fails to provide the arbitrator with a final offer in accordance with paragraph 10(1)(c), the arbitrator shall select the final offer provided by the other party.
>
> Contractual language
>
> (3) The arbitrator's decision shall be drafted in such manner as *to* constitute new collective agreements between the employer and the union and, to the extent that it is possible, incorporate the contractual language referred to in paragraph 10(1)(a) and the final offer selected by the arbitrator.

The parties were advised, as part of my instructions for compiling their final offer, that:

> Section 10(2) of the Act requires that the final offer (singular) must be submitted with proposed contractual language that can be incorporated into the new collective agreements (plural). After considering whether other possible options are allowed I have concluded that there can be just one final offer from each party resulting in the selection of just one of those offers which will then form the four collective agreements. I have concluded that there is no ability under the legislation to allow for separate selections for each collective agreement. Similarly, there is no ability to adopt any clause by clause process. Simply put the Act defines just one way this selection can occur.

There was no dispute concerning my appointment under s. 8. Bargaining between the parties produced no agreed upon items. Negotiations throughout had been for revisions to each of the four earlier collective agreements, with each party submitting proposals as additions, deletions, or variations *to* those four collective agreements and their ancillary documents (of which there are many). All submissions were submitted to me within the times specified, and subject to an argument made by CN addressed below, section 11(2) did not come into play.

What is notably absent from this legislation is any provision specifying criteria for the ultimate choice. Perhaps this is not surprising given the controversy in the U.S. when a bill, called the *McCain-Loft Bill*, proposed final offer selection, with a list of criteria, for the airline industry. What is always implicit in the use of a global final offer selection process is that most of the "heavy lifting" to be done in narrowing the gap between the parties, is to be done by the parties themselves. Final offer selection mechanisms presume it is in each party's best interest to submit offers that compromise, to the greatest extent possible, their lower priority items. They each have an incentive to present the "leanest offer" they can live with so as to reduce their risk that the other side's offer will be accepted instead.

The Employer, in its submission, referred to a case that describes, and provides useful guidance in relation to, this final offer selection process.

> 7 To attempt to assess what final offer best approximates where the parties would have ended up, if left to their own devices, is for these reasons an arduous task, for it appears unlikely that the parties would have ultimately agreed on either of their final offers. However, by the terms of the referral to arbitration, I cannot pick and choose items from one proposal or the other. I must take one proposal or the other in its entirety, even if some parts of that proposal are troublesome, even if some parts I would not have awarded had I the discretion to select the terms I considered most appropriate, and even if I do not consider the offer chosen to likely be where the parties themselves would have reached agreement had they bargained the collective agreement themselves. The Employers' offer, for example, is exactly the same as its offer of May 25th, tentatively agreed *to* earlier by the Union and put to employees for ratification. The employees did not ratify it. I consider it less than likely that further bargaining would lead the negotiating team or the employees to agree to the very offer already rejected. Nevertheless, as the selector, I cannot reject the Employers' final offer simply because the bargaining unit has

previously rejected it. The factors at play in a Final Offer Selection model are different than in a standard interest arbitration. The task with a Final Offer Selection is to pick the offer that comes closest to where the parties would have reached agreement, that comes closest to the norms established by other participants in the same context, or even better, established by the same parties in similar contexts. It may be that the last offer on the table remains the one closest to where negotiations would have taken the parties.

8 In considering which offer to choose, it must be remembered that there were nine items in dispute at the time the final offers were presented for arbitration. In assessing the relative attraction of the *two* offers, the entirety of the packages or offers must be considered.

Innocon Inc. v. Teamsters, Local 230 (Legal Strike Grievance) [2000] [O.L.A.A.] 605

Replication was adopted as the yardstick in an final offer selection arbitration in

Re EMC Medical Care Inc. [2000] (unreported decision, Clarke)

In our opinion, the obligation upon this Board is to fashion a decision that will replicate the results the parties would have achieved had Bill 19 not been enacted and we had not entered upon the process. That is, to frame an award that the parties would have arrived at had they been successful in reaching a collective agreement in an atmosphere where free and unfettered collective bargaining had continued.

In a case cited by CN, Arbitrator Ashley expressed some hesitation over an arbitrator's ability to pick a final offer based on this "replication principle" in circumstances analogous to those at hand.

22 It is my understanding that none of the above cases deal with a situation where, as here, legal and/or illegal strikes had taken place, where legislation had been passed not only to end the strike but to impose the terms of the contract without resort to some sort of arbitration mechanism, and where the parties had not bargained with the anticipation that outstanding issues would ultimately be resolved by FOS. Rather, FOS was introduced into the collective bargaining relationship of these parties at the very last hour.

23 Accepting that the replication test is the one to be applied, one must also accept that applying it in this context is not an exact science. It is difficult to speculate about what the parties would have achieved in free collective bargaining had things not come to this point. ...

24 The "replication" test comes from the jurisprudence on interest arbitration and other FOS cases. My own subjective evaluation of what the parties would have agreed to through free collective bargaining would involve too much speculation to be useful. If one cannot, then, predict with any confidence what might have come from negotiation, one must try to determine which position is the most reasonable in the circumstances. As Arbitrator Beck stated in Re University of Waterloo [2000] (unreported), perhaps the role of the Selector is to find against the party that advocates the less reasonable offer.

25 An analysis to determine which offer is most appropriate in the circumstances must include a consideration of a number of objective factors, such as comparability, recruitment and retention, economic indicators and ability to pay. Each of these factors will be considered and given its appropriate weight.

Nova Scotia Government and General Employees' Union v. Nova Scotia (Final Offer Selection) [2001] N.S.L.A.A. 13 (Aug. 13, 2001, S.M. Ashley)

I agree that the result of final offer selection is often not truly a replication of what free collective bargaining might produce; the process itself, and the parties caution in crafting their proposals, may itself alter that result. Nonetheless, I am less skeptical than Arbitrator Ashley about the ability to approximate replication by the use of the factors described, although I agree that it is not an exact science. In choosing between the two final offers, the arbitrator's assessment of which of the two final offers is most reflective of the likely results of ongoing free collective bargaining is still the appropriate yardstick and should not be jettisoned in favour of an abstract motion of reasonableness. As Arbitrator Dorsey held in *Fernie*, quoted above, abstract "notions of fairness and social justice are not to be substituted for market and economic realities" except, I hasten to add lest this seem an overly managerial view, the strongly held views of employees about issues of work life balance and similar issues themselves form part of that market reality.

In this case I also find myself in much the same situation as Arbitrator Don Munroe in:

> *University of Victoria v. University of Victoria Faculty Association* [1995] B.C.C.A.A.A. 14

where he said:

> I have been constrained in my deliberations by the parties' own submission to arbitration. Of course, the major constraining influence is the form of arbitration: global final-offer-selection. Under that form of arbitration, I am not permitted the slightest flexibility as between the parties' respective final offers to each other. I must choose one or the other, in total – even though I am not altogether comfortable with it.

My own discomfort comes from the belief that, had representational issues not clouded collective bargaining in this dispute, an agreement might have been achieved that offered greater rewards to <u>both</u> sides. As several cases note, parties forwarding final offers under the F.O.S. process are inherently conservative, foregoing to a significant degree the need for change for fear of an arbitrator favouring a proposal more closely aligned with the status quo. The Report of the Task Force on Part 1 of the Canada Labour Code – *Seeking a Balance* - alluded to this problem at page 161:

> When FOS is part of a back-to-work package, the negative atmosphere which led to job action in the first place is reinforced by polarization and a "winner take all" resolution. In conventional interest arbitration involving multiple issue disputes, the panel, through it award, can try to bridge the gap between the parties. That is an option which is not available to the FOS selector.
>
> The "winner" and "loser" approach becomes more acute when the issues separating the parties involve radical changes to work rules rather than money, a much more frequent occurrence recently. It is often impossible to offer part of a new work structure. The logic that FOS forces each side to minimize its demands simply fails to work effectively when the issues include complex work rules, seniority, pension or job security plans or similar difficulties.

> A single issue dispute may be ideally suited to FOS. Several of those who advocated this approach appeared to assume that money, or proposals easily reducible to money, were inevitably the issues involved in labour relations. That view is outdated. Collective bargaining, in an increasingly competitive economy, generates many complex issues not easily amenable to win or lose answers. Applying FOS to such complex matters forces one side to say "yes" to a major change and the other side to say "no". If "yes" is imposed, employees feel that they have lost everything and may be unwilling to buy into the change being forced upon them, which in itself may doom the chances for real success. If the answer is "no", an employer may be unable to introduce change, perhaps realistically needed to meet competition, for the full term of the collective agreement.

In this round of bargaining CN articulated a need for change to its workplace rules, but also a willingness to pay more and provide more job security if those changes could be achieved. Their final proposal pulled back from this approach, but also from its *quid pro quo.* The parties should not forget their opportunity to address needed and mutually beneficial change mid-contract. If there is the appetite, agreements can be reached before the next round of collective bargaining that will now take place in about three years. I remind the parties that Section 16 of the *Railway Continuation Act, 2007*, provides:

> Amendment of New Collective Agreements
>
> 16 Nothing in this Act shall be construed so as to limit or restrict the rights of the parties to agree to amend any provision of the new collective agreements referred to in section 14, other than a provision relating to their term, and to give effect to the amendment.

Barriers to Voluntary Resolution

The strike that led Parliament to pass this legislation involved very important collective bargaining issues. However, it also took place against a backdrop of considerable internal strife within the UTU. There were also moves afoot by another trade union to seek the right to represent these units of employees. Much litigation, I am told, took place, and perhaps continues to take place over the *infer* and *infra* union issues and representational rights and responsibilities.

Notwithstanding this, Parliament mandated this final selection process between CN and the party entitled, from time to time, to speak as the bargaining agent. Section 1(1)'s definition left open the possibility for change, but the UTU has represented the bargaining unit, through its constitutionally designated spokespersons, throughout the process; and, I should add, they have carried out that representation vigourously.

There is no doubt the two parties came to this dispute in different circumstances. CN has sought, through bargaining, a new approach to working conditions and operating rules. Put simply, and

doing little justice to the complexity of its issues, it has offered the promise of higher wages and increased job security if it can get modified working conditions that allow it to better match its customer's needs, its capital assets, and its human resources.

On the Union side there has apparently been much debate about representational issues, including of course, what should be the appropriate response to CN's quest for change. CN thus perceives itself to have a reluctant and distracted bargaining partner. The UTU agreed to a one year proposal to end the first strike but was unable to get it ratified. In the face of that it has been reluctant, despite again being encouraged to do so during this process, to pursue a voluntary settlement as provided for in Section 13 of the Act. The Honourable Minister, Jean-Pierre Blackburn, also encouraged ongoing discussions and a voluntary resolution. Regrettably, it proved to be "not in the cards," and final offers were in due course received.

Comparing the Final Offers

There are a number of provisions in the two final offers that are the same. Nothing is to be drawn from these common aspects to influence a final choice, one way or the other. These items are:

1) Changes to the Extended Health Care and Dental Plans including:

   (a) The elimination of the waiting period;
   (b) The eligibility for dependent spouses;
   (c) The increase to the weekly STD and Sickness and Maternity Leave benefits (as clarified by the Employers July 10, 2007 letter)
   (d) The annual updating of the dental fee guide and the Alberta rate equivalency provisions;
   (e) The increase to the maximum amounts;

2) Renewal of the Train Passes

3) Renewal of the Employee Share Investment Plan

The areas of difference are:

1) The rates of pay, term and retroactivity;

2) A proposed increase to the lifetime extended health care maximum;

3) Three UTU proposals for operating condition changes dealing with

a) lunch and coffee time;
b) overtime for road switching on General Holidays;
c) two consecutive days off for Spare Boards;

4) Six CN proposals designed to address issues raised by the UTU during bargaining or the F.O.S. process:

a) establishing a post-retirement health care plan;
b) increase to the weekly training rate in agreements 4.3 and 4.16;
c) investigations at home base;
d) audio recording of certain meetings;
e) annual meetings;
f) addressing outstanding grievances.

I will address each of these points of difference below.

Is the UTU Offer Compliant?

Section 10(1) of the Act provides in part:

> 10(1) Within the time and in the manner that the arbitrator may specify, the employer and the union shall each submit *to* the arbitrator ...
>
> (b) a list *of* the matters remaining in dispute on that date: and
>
> (c) a final offer in respect of the matters referred to in paragraph (b).
>
> (2) The final offer must be submitted with proposed contractual language that can be incorporated into the new collective agreements.

Section 11(2) and (3) provides that:

> 11(2) If either the employer or the union fails to provide the arbitrator with a final offer in accordance with paragraph 10(1)(c), the arbitrator shall select the final offer provided by the other party.
>
> (3) The arbitrator's decision shall be drafted in such manner as to constitute new collective agreements between the employer and the union and, to the extent that it is possible, incorporate the contractual language referred to in paragraph 10(1)(a) and the final offer selected by the arbitrator.

CN, in its reply to the UTU's final offer, argues that the UTU offer is non-compliant. Partly it argues the UTU offer is not in keeping with the principles of interest arbitration. That argument only goes to how one might choose between the two offers and does not need to be addressed under this heading. However, it also says the offer fails to comply with s. 10(1)(a) of the UTU's

list of matters in dispute, with the Act, and with its proposals. This argument relates to the differences over the three year term. In my view this argument is at least partly answered by s. 14(2) of the Act.

> 14(2) The new collective agreements may provide that any of their provisions are effective and binding on a day that *is* before or after the day on which the new collective agreements become effective and binding.

The second leg of this objection is that two proposals lack sufficient contractual language. They are the wage provision and the three operating condition provisions (which are said to lack sufficient language to deal with their retrospective application). While, given my overall view of the two proposals, I do not specifically need to decide these points, I find that the ordinary rules of contractual interpretation as to the retrospectivity of arbitrated collective agreement clauses are sufficient to validate these proposals. I have therefore assessed each proposal on its merits and have not rejected the UTU proposal for reasons of technical non-compliance.

The February 24, 2007 settlement that failed ratification

One piece of information before me is the settlement arrived at on February 24, 2007 between CN and the UTU. That tentative agreement was accompanied by an end to the first strike action. However, that agreement also failed to get the necessary support for ratification. The terms of the agreement, in summary, were as follows (applying to all four agreements):

1. 1 year term from January 1, 2007.
2. 3% wage increase to all rates.
3. A lump sum of $1,000 per employee bonus, conditional on early ratification.
4. Adjustments to the Extended Health Care and Dental Plans including:

   the elimination of the new hire waiting period;
   the ability to add spouses who lose their own coverage as dependents;
   extended life maximum lifetime benefit;
   income from $590.00 to $600.00 to the STD weekly maximum benefit;
   The 2007 Dental Association Fee Guide;
   a $100 increase to the maximum annual dental benefit.

5. Pre-existing train pass program continues.

CN provided several cases that discussed what, if any, use an arbitrator might make of a memorandum of settlement that has been rejected by the Union's membership. In CN's view this memorandum, although rejected, remains relevant to the replication task. A Conciliation Report

by Arbitrator Kevin Burkett, one of Canada's preeminent arbitrators, reviewed the views of three other very senior practitioners in the following passage:

> The issue of the admissibility and/or weight to be given to a rejected Memorandum of Settlement has arisen in the context of interest arbitration.
>
> ...
>
> At one end of the spectrum is Arbitrator Martin Teplitsky who, in both *Ottawa Board of Education* Aug. 24, 1997 (unreported) and *Peel Board of Education* May 4, 1981 (unreported) takes the position that a Memorandum of Settlement made subject to ratification that is rejected by the membership is, for sound policy reasons, inadmissible. It is his position that the same policy reasons which dictate that failing settlement the offers that have been advanced by the respective parties are without prejudice, dictate that the terms of the rejected memorandum be inadmissible before an interest arbitrator. He concludes that "if ratification does not occur then the parties are free to adopt any negotiating posture they choose". Arbitrator Teplitsky believes that if the rejected memorandum is not admitted it cannot be relied on as a floor by the party that has rejected it. He reasons that absent the comfort of knowing that a Memorandum of Settlement will be admitted at arbitration parties will be more likely to ratify.
>
> ...
>
> At the other end of the spectrum is Arbitrator Brown who, in both *Sydenham District Hospital* May 8, 1972 (unreported) and *City of St. Catharines* Jan. 8, 1980 (unreported), found that a rejected memorandum was not only admissible but should be given considerable weight. He reasons that if the objective of interest arbitration is to replicate the results of free collective bargaining a Memorandum of Settlement negotiated between the respective bargaining committees "... is an admissible document ... and is relevant in the determination of the issues in a like manner of reference." Similarly in re 57 Ontario Hospitals Dec. 22, 1978 (unreported) this arbitrator concluded that a memorandum, although rejected, constitutes "evidence of a package which was seen by the negotiating committees as a realistic basis of settlement in the circumstances of the case."
>
> Professor Paul Weiler adopted a position between the Teplitsky approach and that of Arbitrator Brown. In re 65 Ontario Hospitals (June 1, 1981) (unreported) he concluded that the rejected memorandum was admissible but not determinative. He held that it was open to the union, whose members had rejected the memorandum, "... to persuade the arbitrator that the initial bargain, however bona fide in its inception, was and is clearly inappropriate now." However Professor Weiler was careful to point out that, in any event, the Memorandum of Settlement served to establish the "ballpark" within which an award should fall. He stated:
>
>> If seasoned representatives produce a comprehensive package out of the give and take at the bargaining table, in pattern-setting negotiations... the product of their work must be treated as strong prima facie evidence of an economically-sound bargain. In the world of fully free collective bargaining, where Union members do have the option of rejecting such a settlement, everyone knows that any further improvements will take place within the general parameters of this initial package. It would be counterproductive for the union negotiator to return to the table with his first lengthy shopping list of demands, many of which he had already dropped or compromised, and also to adopt a radically different view of an appropriate wage increase. This would be a recipe for an immediate breakdown in talks and a lengthy strike.
>>
>> Thus, as and when the Union goes to arbitration, it should not be able to treat the initial memorandum as just the plateau from which it now presses a host of additional, rich concessions. The arbitrator, like the negotiators themselves, should treat the settlement as fixing the ballpark figures for the new contract.

> ... the Weiler approach is to be preferred. While the fact of the rejection is evidence that there are clearly matters of serious concern to the membership that must be taken into account, **the memorandum establishes the "ballpark" within which the conciliator's recommendations should fall.** This result also flows from the duty to bargain in good faith. In circumstances where the union membership duly constitutes a bargaining committee and where that bargaining committee enters into ***a*** Memorandum of Settlement it cannot be that the fact of the membership rejection allows the union to simply wipe the slate clean and start over with a fresh set of demands. Rather, the concept of good faith dictates that the specific problem areas be identified and prioritized. [emphasis added]
>
> *Canadian Air Traffic Control Association and NAV Canada,* Report of Conciliation Commissioner Kevin Burkett, July 17, 1999

In may well be open to parties to make their memoranda of settlement without prejudice, but in this case they did not do so. Indeed, during this process the UTU representatives pointed to the failure of ratification to explain the vigour with which they now advanced a number of provisions and resisted others. Far from presenting the failed agreement as irrelevant, they emphasized that strong vote (at 79%), plus the strike action that followed, as proof of the bargaining priorities of the UTU membership, particularly in resisting any incursion into protections over scheduling and hours of work. In my view these are relevant considerations in assessing the bargaining priorities of the parties and in selecting the award that most closely replicates the bargain the parties might ultimately have struck. I therefore adopt the Weiler approach described above in accepting and assessing this part of the evidence.

Related Bargaining Units

Both parties referred me to aspects of the settlements CN has arrived at with other trade unions representing employees of CN within Canada. There are five such unions.

1. The Canadian Auto Workers (CAW)

The CAW represents about 4,000 employees in three separate units:

- Shopstaff
- Clerical and Intermodal
- Excavator Operators

2. The Teamsters Canada Rail – Conference (TCRC)

The TCRC represents about 1,900 employees in three separate units:

- Locomotive Engineers Western
- Locomotive Engineers Eastern

- Rail Traffic Controllers

3. The United Steelworkers of America (USWA)

The Steelworkers represent approximately 2,800 truck maintenance workers.

4. The International Brotherhood of Electrical Workers (IBEW)

IBEW represents about 660 signal maintenance employees.

5. The Canadian National Railway Police Association (CNRPA)

The CNRPA represents about 70 CN Rail special agents.

The UTU itself represents about 1,300 conductors and traffic coordinators employed in CN's US operations. These employees perform essentially the same tasks as the majority of the employees represented by the UTU in Canada.

I will refer to the settlements in respect to these various comparable units as I review the differences between these two proposals.

1. The Monetary, Term, and Retroactivity Proposals

CN's offer is for 3% effective each of July 23, 2007 and July 23, 2008 and July 23, 2009. In addition, it proposes a lump sum in lieu of a retroactive pay increase calculated to equal a 3% wage increase retroactive between January 1, 2007 and July 23, 2007. This sum would not change the base rate for the first increase, but it does represent a significant lump sum payment. Lastly, CN proposes a $1,000 signing bonus for each employee, justified, in CN's view, by the comparable CAW package.

The UTU's proposal is for a 4% per year increase retroactive to January 1, 2007 with 4% increases on January 1, 2008 and January 1, 2009. The term of the contract would expire on December 31, 2009. Thus CN's proposal would reach out about 8 months further then the UTU's proposal.

In support of its position, CN points firstly to the rejected memorandum of understanding which, over a 1 year term, provided for a 3% increase. It quotes a prominent Union leader saying, at the

time of the initial strike, that "money was not the central issue of the disagreement" and later "It's not about money, its about working conditions."

The UTU argues that a 4% wage pattern was set by CN's TCRC locomotive engineers agreement of May 18, 2005. As employees working in the same operating environment, the UTU argues that this represents the best comparable. That 5 year agreement began with three 3% increases (plus three off-the-grid lump sum payments totaling $3,000 over the first three years) followed by 4% for each of the 2007 and 2008 calendar years.

CN replies that the TCRC agreement included provisions of advantage to the company in the form of a reduction in guarantees and in the mechanics of spare board operations. In addition, it argues, the UTU, along with the CAW, were offered initially, and as extensions, the TCRC 4th and 5th year settlements, in exchange for extended wage stability, but that they declined.

CN's prime comparable is the recent agreement it negotiated with the CAW, which is for four years at 3%, 3%, 3% and 4% plus a $1,000 signing bonus. This, it maintains, is the most recent and most valid internal comparator. The UTU points out that the CAW agreed to the 3% figures in part due to the post-retirement health benefit. The extra 1%, not the benefit, is the UTU's priority, but it is nonetheless something of significant monetary value.

The UTU refers to the IBEW 4 year agreement which includes a 4% increase for 2007, following three earlier 3% annual increases.

CN refers to several other agreements. An agreement with UTU for the North Quebec International Shortline includes a 3% increase for 2007. The majority of CN – UTU agreements in the US provided for four 3% increases, followed by a 4% final year. CN refers to an as yet unratified maintenance of way employees agreement between the TCRC and CP Rail; CN's main competitor. That agreement provides for 3% in 2007, 4% in 2008 and 3% in 2009, plus a 1% signing bonus funded from the Employment Security Fund.

In support of the reasonableness of its overall wage proposal, CN argues that the UTU ought not to be rewarded with superior wage increases without having negotiated either working rule changes or a longer term agreement that might justify such rates. It notes that the wages paid to members of this bargaining unit are significantly higher than those paid to CAW employees. The rates in its proposal, it suggests, are competitive in the marketplace as shown by a lack of recruitment and retention problems.

2. Increase to the lifetime extended health maximum

The UTU and CN proposals are largely the same on health and dental benefits. The one exception is that the UTU proposes, and CN does not, that:

> Effective the first of the month following the Arbitrator's decision, increase the maximum lifetime benefit from $46,000 to $47,000.
>
> Effective January 1, 2008, increase the maximum lifetime benefit from $47,000 to $48,000.

Both CN and UTU, for health and dental benefits generally, draw a comparison to other settlements. The UTU refers to the 2005 TCRC – CN agreement which includes these increases. CN refers to the CAW settlement of January, 2007 which does not, thus explaining the difference.

3. UTU's Working Condition Proposals

The UTU's proposal includes three changes to operating conditions. It selected these three for inclusion in its final offer from a number of other proposals that it initially put forward. It has thus compromised significantly on those of its own proposals to which CN expressed opposition. The remaining UTU proposals and CN's position on them are as follows.

3(a) UTU Lunch Time

For Agreements 4.3 and 4.16 (the Eastern and Western Lines) the UTU proposes to add the lunch and coffee break provisions from the B.C. Rail agreement, in the following terms:

> Yard Crews will be allowed 30 minutes for lunch between 4 and 5 ½ hours after starting work, without deduction in pay.
>
> Yard Crews will not be required to work longer than 5 ½ hours without being allowed 30 minutes for lunch, with no deduction in pay or time therefore.
>
> Yard Crews will be allowed a fifteen (15) minute coffee break after two (2) hours on duty and a further fifteen (15) minute coffee break after *six* (6) hours on duty without deduction in pay. It is understood that the scheduling of these coffee breaks will not interfere with efficient switching operations.

CN replies that the B.C. Rail agreement said to justify this proposal is an hourly rated agreement. The UTU rejected all proposals to move to an hourly rated system early on in bargaining. This language does not fit well with the type of payment system and working conditions in the other agreements. Further, it argues, its current lunch and break provisions are consistent with CN's

TCRC agreements and with practices at CP Rail. A clause from an hourly wage based agreement covering 150 employees does not, it argues, justify a change for 2650 employees operating under dissimilar conditions.

3(b) UTU Road Switching on General Holidays

The UTU proposes an addition to Agreements 4.16 and 4.3 to provide time and one half for work on a general holiday, which it says is supported by a similar benefit for yard crews, who do similar work. It would read:

> Employees working on Road Switcher Service and/or Customer Service Assignments who are required to work on a General Holiday shall be paid time and one half for such work.

CN opposes this change. It argues that, in the eastern agreement road switchers are only doing "similar work" to yard service employees because of a new provision, negotiated in 2000, that allowed returning road switchers to work in the yard. That flexibility it argues, was purchased with an increase of $2.00 per hour. That same flexibility was rejected in the west.

3(c) UTU – Two Consecutive days off for Spare Board

For Agreement 4.16 the UTU seeks a two days a week off work without penalty clause which it models on a benefit the locomotive engineers in the same territory enjoy. It would read:

> Employees assigned to Spare Boards covered by Agreement 4.16 on the 18th Seniority District on territory Montreal East to Joffre shall be entitled to two (2) consecutive days off per week without penalty.

CN argues that the locomotive engineers have the proposed benefit only "if practicable." Those two words, in my view, make a significant difference. In addition, there are penalties (in the form of lost guarantees) if employees make themselves unavailable. The UTU proposal, CN argues, is both incomplete and unreasonable.

4. CN's Six Proposals to meet UTU demands

CN put forward six proposals in response to issues it says were raised by the UTU during negotiations. As a general point, CN argues that its overall proposal is the more reasonable in that it responds to the UTU's issues, both over health and dental benefits, and with these six

specific proposals not originally advanced by CN. In contrast, it argues, the UTU has addressed none of CN's concerns, particularly as they relate to restrictive operating rules. CN refers to a decision of Arbitrator Stanley where he said:

> My understanding of the theory of final offer selection is that it compels both parties to compromise. It requires both parties to evaluate the other's position and to modify their own proposals in such a way as to incorporate the concerns and recognize the legitimate interests of the other party. Both proposals put to me for selection were "fair and reasonable." In selecting one of two "fair and reasonable proposals" it is my view that the process ought to favour the proposal which goes the furthest in addressing the legitimate concerns and interests of the party opposite. In other words, the proposal which is the best blend of the legitimate interests of both parties.
>
> *Mount Allison University and Mount Allison Faculty Association* [1999] (unreported decision, Stanley)

Whether one proceeds on the basis of what is the more reasonable, or on the replication principle, this approach is generally sound. Even with the traditional resistance to anything seen to be a "roll-back", it is only in unusual cases that some compromise is not reached on at least some of each side's proposals.

4(a) Post-Retirement Health Care Plan

CN's offer on health and dental benefits to the CAW in January 2007 included a commitment to establish a post-retirement health care plan. It makes the same proposal for the four UTU agreements. That is:

> Effective January 1, 2008, or as soon as the administrative systems are available, the company will establish a Post-retirement Health Care Plan for the payment of post-retirement health care benefits. The provisions of the Plan are summarized in [an attachment].

That plan provides a form of Health Care Spending Account yielding retirees $35 per year of service up to a maximum of $700 per year to be paid from retirement to age 65, with a 55% survivor's benefit.

The UTU's response is that this proposal was put forward by CN unilaterally. It comments that: "While this offer appears to be beneficial to retired members of the bargaining unit, it apparently comes at a cost to active members." In my view, this benefit, while it accrues immediately to retired members, will increasingly be of benefit to those current active members as they reach retirement age. Moreover, I note, in the UTU's original submission in favour of a 4% increase, it rationalized the CAW 3% settlement, now relied upon by CN, in the following terms:

> Moreover, while CAW negotiated only 3% for the first three years of its contract with CN (2007-09), it is clear the CAW chose to negotiate a "Post-retirement Health Care Plan" for its Members, and this is not found in the TCRC Agreement. CAW obviously chose to negotiate a new provision and did not pursue the pattern wage increase of 4% set by the TCRC and IBEW for the years 2007 and 2008.

CN replies that in fact the UTU did initially propose just such a post-retirement benefit, and that proposal was in fact discussed at the bargaining table.

4(b) Increase to Weekly Training Rules

CN's proposal contains an increase to current training rates, to accord with the $800 per week now being paid. The UTU notes that this falls somewhat short of its proposal in that it does not cover Agreement 4.2 or the B.C. Rail agreement.

4(c) Investigations at home base

CN's proposal responds to the UTU request that investigations take place at the place where the employee normally reports for duty.

4(d) Audio Recordings of Meetings

CN's proposal responds to a Union concern about disciplinary meetings by proposing a new clause providing for an audio recording, followed by a transcription of investigatory meetings. The UTU believes the addition of taping will add little to the process as questions and answers are already recorded.

4(e) Annual Meetings

In answer to concerns raised by the UTU, CN's proposal offers the following new letter of understanding:

> During the course of our discussions, you raised issues relating to the Company's handling of discipline, meals and break periods. To ensure systemic issues, as you suggest, are addressed, we agree to hold annual sessions at one major CN terminal and/or office per year, over the next three (3) years, with the senior representatives of both organizations to discuss business trends and other issues of mutual concerns. The

> company will make the necessary arrangements and pay the costs associated with these sessions.

The UTU recognizes the value of such structured meetings, but feels they should occur more than annually.

4(f) Outstanding Grievances

In response to the UTU concerns about the current backlog of outstanding grievances, the CN proposal offers the following new letter of understanding:

> Within 60-days of the effective date of this agreement, the parties will discuss a process to facilitate the resolution of our grievance accumulation.
>
> In the event the parties agree to mediate any or all of the outstanding grievances, the parties will select a mutually acceptable mediator. Should the parties be unable to agree on the mediator, the Federal Mediation Conciliation Service will be asked to appoint one.
>
> Within the same period of time, **a** grievance tracking system (GTS), developed by CN to submit, answer and track future grievances, will be demonstrated to the union leaders and thereafter implemented.

Selection

Having weighed all these factors, I find the CN proposal to be the one that more closely reflects both the reasonableness and the replication principles. While their appears to be a full 1% per year difference between the positions, the CN proposal narrows that gap somewhat with its proposal for a lump sum payment and the addition of the retiree health benefit.

Also, the CN proposal goes at least a little way to recognizing issues raised by the UTU in bargaining, while the UTU proposal does not respond to CN's issues. On a broader basis, I find that CN approached this round of bargaining hopeful, in exchange for job security and superior wages, it could achieve some significant working rule changes that would assist it with its economic performance and with enhancing its ability to serve its clients. Those working rules proved, however, to be issues that invoked some strong employee opposition; some of it directed at CN, and some at the UTU itself.

I fully appreciate the strength of feelings many employees have about their hours of work and the impact those hours have on their home lives and their outside activities. Working hour or mileage and time guarantees give them some measure of control over their schedules. However, at the same time, railroading is a competitive industry which, of necessity, must rely upon employees

moving backwards and forwards along the tracks. One of the industry's principal competitors is road transportation. Certainly truckers too complain of uncertainty of schedules and a lack of predictable time at home. That industry exhibits a flexibility which, if they are to prosper, both CN and its unions must match, seeking in the process to reconcile both their interests.

Overall, I am satisfied that CN's willingness to offer a higher end economic settlement was dependent on obtaining some *quid pro quo.* Its proposal, although lower than the UTU's in economic terms, best reflects that reality of bargaining. The three working rule changes proposed by the UTU run counter to the direction CN has been trying to take. CN would, I believe, have remained resolute in its opposition to such changes.

I wish to express my gratitude to the representatives of both parties; bargaining representatives and counsel alike, for their cooperation during this process. They provided me with much valuable insight into the very specialized world of railroading. While making a final offer selection is not easy, the task was lightened considerably by the skill and passion with which each side's representatives explained their points of view.

The collective agreements, awarded pursuant to s. 11 of the *Railway Continuation* ***Act,*** *2007,* effective on July 23, 2007, are as follows:

The terms of the collective agreements are compiled from the following eight documents, attached to this award and marked as Schedules 1-8 respectively.

Schedule 1 – Agreement 4.16
Schedule 2 – CN's Final Offer for the Agreement 4.16 portion
Schedule 3 – Agreement 4.2
Schedule 4 – CN's Final Offer for the Agreement 4.2 portion
Schedule 5 – Agreement 4.3
Schedule 6 – CN's Final Offer for the Agreement 4.3 portion
Schedule 7 – Agreement
Schedule 8 – CN's Final Offer for the B.C. Rail portion

In applying each of Schedules 2, 4, 6 and 8 to their respective prior collective agreements,

- The "contract language to effect changes" attached to those schedules are to be made as specified to the prior agreement language.

- Non collective agreement letters of understanding and similar documents are to be appended in a similar fashion to existing letters in the prior agreements.
- Any changes listed in CN's final offer as referred to in this award or in the "Guidance Summary" references, that are not otherwise incorporated into each agreement, are to be incorporated into the resulting collective agreements in accordance with the terms of CN's final offer.

DATED at Edmonton, Alberta this 20th day of July, 2007.

ANDREW C.L. SIMS, Q.C.
Arbitrator pursuant to s. 8 of the *Railway Continuation Act, 2007*

Andrew C.i. Sims Q.C.

Final Offer Selection Award

Railway Continuation Act, 2007

Schedule 1

Agreement 4.16

Between

CN Railway Co

and

United Transport Union

Governing

Rates of pay and working conditions

for trains and yard Service Employees
Eastern Lines
Set forth in the USA
Revised December 2001

Agreement 4.16

Guidance summary for changes to *wages* as proposed by CN :

Wages

a) Effective July 23, 2007, a wage increase of 3% on the rates of pay in effect on July 22, 2007

b) Effective July 23, 2008, a wage increase of 3% on the rates of pay in effect on July 22, 2008

c) Effective July 23, 2009, a wage increase of 3% on the rates of pay in effect on July 22, 2009

Lump sum

A payment of $1,000.00 (gross) after coming into force of this agreement.

Retroactive Payment

A payment equivalent to 3% of gross earnings from January 1, 2007 to July 22, 2007.

The contract language to effect changes is attached herewith:

ANDREW C.L. SIMS Q.C.
Barrister
Solicitor
Mediator
Arbitrator

Final Offer Selection Award
Railway Continuation Act, 2007

Schedule 2

Suite 149,
10403-122 Street
Edmonton, Alberta
Canada T5N 4C1

ANDREW C.L. SIMS Q.C.

Barrister
Solicitor
Mediator
Arbitrator

Final Offer Selection Award
Railway Continuation Act, 2007

Schedule 3

Suite 149,
10403-122 Street
Edmonton, Alberta
Canada T5N 4C1

AGREEMENT 4.2

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

UNITED TRANSPORTATION UNION

Governing

Rates of Pay and Working Conditions
for Traffic Coordinators and Assistant Traffic
Coordinators

For the

CANADIAN LINES

Revised February 1999

(Version française disponible sur demande)

Agreement 4.2

Guidance summary for changes to *wages* as proposed by CN :

Wages

a) Effective July 23, 2007, a wage increase of 3% an the rates of pay in effect on July 22, 2007

b) Effective July 23, 2008, a wage increase of 3% on the rates of pay in effect on July 22, 2008

c) Effective July 23, 2009, a wage increase of 3% on the rates of pay in effect on July 22, 2009

Lump sum

A payment of $1,000.00 (gross) after coming into force of this agreement.

Retroactive Payment

A payment equivalent to 3% of gross earnings from January 1, 2007 to July 22, 2007.

The contract language to effect changes is attached herewith:

ANDREW C.L. SIMS Q.C.

Barrister
Solicitor
Mediator
Arbitrator

Final Offer Selection Award
Railway Continuation Act, 2007

Schedule 4

Suite 149,
10403-122 Street
Edmonton, Alberta
Canada T5N 4C1

ANDREW C.L. SIMS Q.C.

Barrister
Solicitor
Mediator
Arbitrator

Final Offer Selection Award
Railway Continuation Act, 2007

Schedule 5

Suite 149,
10403-122 Street
Edmonton, Alberta
Canada T5N 4C1

AGREEMENT 4.3

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

UNITED TRANSPORTATION UNION

Governing

The Services of Train Service Employees and Yard Service Employees
Prairie and Mountain Regions

Revised April 2005

Agreement 4.3

Guidance summary for changes to *wages* as proposed by CN :

Wages

a) Effective July 23, 2007, a wage increase of 3% an the rates *of* pay in effect on July 22, 2007

b) Effective July 23, 2008, a wage increase of 3% on the rates of pay in effect an July 22, 2008

c) Effective July 23, 2009, a wage increase of 3% on the rates of pay in effect an July 22, 2009

Lump sum

A payment of $1,000.00 (gross) after coming into force of this agreement.

Retroactive Payment

A payment equivalent to 3% of gross earnings from January 1, 2007 to July 22, 2007.

The contract language to effect changes is attached herewith:

ANDREW C.L. SIMS Q.C

Barrister
Solicitor
Mediator
Arbitrator

Final Offer Selection Award
Railway Continuation Act, 2007

Schedule 6

Suite 149,
10403-122 Street
Edmonton, Alberta
Canada T5N 4C1

COLLECTIVE AGREEMENT

BETWEEN

BC RAIL LTD.
(hereinafter called the "Railway")

AND

THE COUNCIL OF TRADE UNIONS ON
BC RAIL LTD.
(hereinafter called the "Council")

on behalf of
THE UNITED TRANSPORTATION UNION
LOCALS NOS. 1778 & 1923
(hereinafter called the "Union")
Representing a sub unit of BC Rail Ltd. Employees
Composed of
Road Train Conductors, Trainmen, Brakemen,
Train Baggagemen, Yardmen, Switch
Tenders and Yardmasters

Employed on

BC RAIL LTD.

JANUARY 1, 2003 TO DECEMBER 31, 2005

ANDREW C.L. SIMS Q.C.

Barrister
Solicitor
Mediator
Arbitrator

Final Offer Selection **Award**
Railway Continuation Act, 2007

Schedule 7

Suite 149,
10403-122 Street
Edmonton, Alberta
Canada T5N 4C1

Agreement BC Rail

Guidance summary far changes to *wages* as proposed by CN :

Wages

a) Effective July 23, 2007, a wage increase of 3% on the rates of pay in effect an July 22, 2007

b) Effective July 23, 2008, a wage increase of 3% on the rates of pay in effect an July22, 2008

c) Effective July 23, 2009, a wage increase of 3% an the rates of pay in effect on July 22, 2009

Lump sum

A payment of $1,000.00 (gross) after coming into force of this agreement.

Retroactive Payment

A payment equivalent to 3% of gross earnings from January 1, 2007 to July 22, 2007.

The contract language to effect changes is attached herewith:

ANDREW C.L. SIMS Q.C.

Barrister
Solicitor
Mediator
Arbitrator

Final Offer Selection **Award**
Railway Continuation Act, 2007

Schedule 8

Suite 149,
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Edmonton, Alberta
Canada T5N 4C1