

ARCHIVED
COLLECTIVE AGREEMENT LANGUAGE

**TEAMSTERS CANADA RAIL CONFERENCE
LOCOMOTIVE ENGINEERS
THUNDER BAY AND WEST**

PREAMBLE

The language contained in the previous Collective Agreement, Method of Pay Change Document and Memorandum of Agreements signed over the years will prevail over the language in this archived document, in the event of any discrepancy between them.

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ARTICLE 1 – RATES OF PAY

1.01 Passenger Service

Rate of pay per day of 100 miles:

Effective January 1, 2003					
Power	100%	85%	90%	95%	
1 Unit	\$131.70	\$111.95	\$118.53	\$125.12	
2 Units	\$133.41	\$113.40	\$120.07	\$126.74	
3 Units	\$135.10	\$114.84	\$121.59	\$128.35	
4 Units	\$136.45	\$115.98	\$122.81	\$129.63	
1 Unit of 3000 H.P. or over	\$131.98	\$112.18	\$118.78	\$125.38	
Add for each additional unit	\$1.37	\$1.16	\$1.23	\$1.30	
Minimum rate where applicable	\$130.68	\$111.08	\$117.61	\$124.15	

Effective January 1, 2004					
Power	100%	85%	90%	95%	
1 Unit	\$135.65	\$115.30	\$122.09	\$128.87	
2 Units	\$137.41	\$116.80	\$123.67	\$130.54	
3 Units	\$139.15	\$118.28	\$125.24	\$132.19	
4 Units	\$140.54	\$119.46	\$126.49	\$133.51	
1 Unit of 3000 H.P. or over	\$135.94	\$115.55	\$122.35	\$129.14	
Add for each additional unit	\$1.37	\$1.16	\$1.23	\$1.30	
Minimum rate where applicable	\$134.60	\$114.41	\$121.14	\$127.87	

Effective January 1, 2005					
Power	100%	85%	90%	95%	
1 Unit	\$139.04	\$118.18	\$125.14	\$132.09	
2 Units	\$140.85	\$119.72	\$126.77	\$133.81	
3 Units	\$142.63	\$121.24	\$128.37	\$135.50	
4 Units	\$144.05	\$122.44	\$129.65	\$136.85	
1 Unit of 3000 H.P. or over	\$139.34	\$118.44	\$125.41	\$132.37	
Add for each additional unit	\$1.37	\$1.16	\$1.23	\$1.30	
Minimum rate where applicable	\$137.97	\$117.27	\$124.17	\$131.07	

Effective January 1, 2006					
Power	100%	85%	90%	95%	
1 Unit	\$143.21	\$121.73	\$128.89	\$136.05	
2 Units	\$145.08	\$123.32	\$130.57	\$137.83	
3 Units	\$146.91	\$124.87	\$132.22	\$139.56	
4 Units	\$148.37	\$126.11	\$133.53	\$140.95	
1 Unit of 3000 H.P. or over	\$143.52	\$121.99	\$129.17	\$136.34	
Add for each additional unit	\$1.37	\$1.16	\$1.23	\$1.30	
Minimum rate where applicable	\$142.11	\$120.79	\$127.90	\$135.00	

1.02 Freight Service

Rates of pay per day of 100 miles

Effective January 1, 2003					
Power		100%	85%	90%	95%
	1 Unit	\$152.45	\$129.58	\$137.21	\$144.83
	2 Units	\$156.09	\$132.68	\$140.48	\$148.29
	3 Units	\$159.77	\$135.80	\$143.79	\$151.78
	4 Units	\$162.79	\$138.37	\$146.51	\$154.65
	1 Unit of 3000 H.P. or over	\$153.04	\$130.08	\$137.74	\$145.39
	Add for each additional unit	\$2.94	\$2.50	\$2.65	\$2.79
	Minimum rate where applicable	\$149.57	\$127.13	\$134.61	\$142.09

Effective January 1, 2004					
Power		100%	85%	90%	95%
	1 Unit	\$157.02	\$133.47	\$141.32	\$149.17
	2 Units	\$160.77	\$136.65	\$144.69	\$152.73
	3 Units	\$164.56	\$139.88	\$148.10	\$156.33
	4 Units	\$167.67	\$142.52	\$150.90	\$159.29
	1 Unit of 3000 H.P. or over	\$157.63	\$133.99	\$141.87	\$149.75
	Add for each additional unit	\$2.94	\$2.50	\$2.65	\$2.79
	Minimum rate where applicable	\$154.06	\$130.95	\$138.65	\$146.36

Effective January 1, 2005					
Power		100%	85%	90%	95%
	1 Unit	\$160.95	\$136.81	\$144.86	\$152.90
	2 Units	\$164.79	\$140.07	\$148.31	\$156.55
	3 Units	\$168.67	\$143.37	\$151.80	\$160.24
	4 Units	\$171.86	\$146.08	\$154.67	\$163.27
	1 Unit of 3000 H.P. or over	\$161.57	\$137.33	\$145.41	\$153.49
	Add for each additional unit	\$2.94	\$2.50	\$2.65	\$2.79
	Minimum rate where applicable	\$157.91	\$134.22	\$142.12	\$150.01

Effective January 1, 2006					
Power		100%	85%	90%	95%
	1 Unit	\$165.78	\$140.91	\$149.20	\$157.49
	2 Units	\$169.73	\$144.27	\$152.76	\$161.24
	3 Units	\$173.73	\$147.67	\$156.36	\$165.04
	4 Units	\$177.02	\$150.47	\$159.32	\$168.17
	1 Unit of 3000 H.P. or over	\$166.42	\$141.46	\$149.78	\$158.10
	Add for each additional unit	\$2.94	\$2.50	\$2.65	\$2.79
	Minimum rate where applicable	\$162.65	\$138.25	\$146.39	\$154.52

1.03 Conductor-only Operations in Freight Service

On territories on which Conductor-only train operations have been implemented, the following rates will be applicable in lieu of those quoted above:

Effective January 1, 2003				
	100%	85%	90%	95%
	\$159.02	\$135.17	\$143.12	\$151.07
Minimum rate where applicable	\$149.57	\$127.13	\$134.61	\$142.09

Effective January 1, 2004				
	100%	85%	90%	95%
	\$163.79	\$139.22	\$147.41	\$155.60
Minimum rate where applicable	\$154.06	\$130.95	\$138.65	\$146.36

Effective January 1, 2005				
	100%	85%	90%	95%
	\$167.88	\$142.70	\$151.09	\$159.49
Minimum rate where applicable	\$157.91	\$134.22	\$142.12	\$150.01

Effective January 1, 2006				
	100%	85%	90%	95%
	\$172.92	\$146.98	\$155.63	\$164.27
Minimum rate where applicable	\$162.65	\$138.25	\$146.39	\$154.52

1.04 Short Run Passenger Service – Article 2

The rate per day of 100 miles of 8 hours or less for engineers in short run passenger service is:

Effective January 1, 2003			
100%	85%	90%	95%
\$133.89	\$113.81	\$120.50	\$127.20

Effective January 1, 2004			
100%	85%	90%	95%
\$137.91	\$117.22	\$124.12	\$131.01

Effective January 1, 2005			
100%	85%	90%	95%
\$141.36	\$120.16	\$127.22	\$134.29

Effective January 1, 2006			
100%	85%	90%	95%
\$145.60	\$123.76	\$131.04	\$138.32

1.05 Self-Propelled Passenger Service

The rate for self-propelled cars of a type used in passenger service either single or multiple unit, regardless of whether operated by gasoline, electricity or other motive power shall be:

Effective January 1, 2003			
100%	85%	90%	95%
\$130.86	\$111.23	\$117.77	\$124.32

Effective January 1, 2004			
100%	85%	90%	95%
\$134.79	\$114.57	\$121.31	\$128.05

Effective January 1, 2005			
100%	85%	90%	95%
\$138.16	\$117.44	\$124.34	\$131.25

Effective January 1, 2006			
100%	85%	90%	95%
\$142.30	\$120.96	\$128.07	\$135.19

1.06 Yard Service – Article 4 (a)

The rate per day of eight hours of less in yard service is:

Effective January 1, 2003			
100%	85%	90%	95%
\$194.45	\$165.28	\$175.01	\$184.73

Effective January 1, 2004			
100%	85%	90%	95%
\$200.28	\$170.24	\$180.25	\$190.27

Effective December 31, 2004			
100%	85%	90%	95%
\$202.28	\$171.94	\$182.05	\$192.17

Effective January 1, 2005			
100%	85%	90%	95%
\$207.34	\$176.24	\$186.61	\$196.97

Effective December 31, 2005			
100%	85%	90%	95%
\$209.34	\$177.94	\$188.41	\$198.87

Effective January 1, 2006			
100%	85%	90%	95%
\$215.62	\$183.28	\$194.06	\$204.84

A Locomotive Engineer in charge of and responsible for more than one unit operated in his/her locomotive consist at any time during a shift will, in addition to other earnings for such shift, be paid as follows:

	100%	85%	90%	95%
For 2nd unit	\$2.75	\$2.34	\$2.48	\$2.61
For 3 or more units	\$5.52	\$4.69	\$4.97	\$5.24

1.08 Way freight Service – Article 7

A Locomotive Engineer on regularly assigned way freight or switch train will receive:

Effective January 1, 2003			
100%	85%	90%	95%
\$5.84	\$4.96	\$5.26	\$5.55

Effective January 1, 2004			
100%	85%	90%	95%
\$6.02	\$5.12	\$5.42	\$5.72

Effective January 1, 2005			
100%	85%	90%	95%
\$6.17	\$5.24	\$5.55	\$5.86

Effective January 1, 2006			
100%	85%	90%	95%
\$6.36	\$5.41	\$5.72	\$6.04

1.09 Road Switcher Service – Article 7A

Locomotive Engineers operating road switcher runs will be paid:

Effective January 1, 2003			
100%	85%	90%	95%
\$26.16	\$22.24	\$23.54	\$24.85

Effective January 1, 2004			
100%	85%	90%	95%
\$26.94	\$22.90	\$24.25	\$25.59

Effective January 1, 2005			
100%	85%	90%	95%
\$27.61	\$23.47	\$24.85	\$26.23

Effective January 1, 2006			
100%	85%	90%	95%
\$28.44	\$24.17	\$25.60	\$27.02

Per day of eight hours or less above way freight rates.

1.10 Work Train Service – Article 8

Locomotive Engineers in assigned or unassigned work train service will be paid:

Effective January 1, 2003			
100%	85%	90%	95%
\$10.68	\$9.08	\$9.61	\$10.15

Effective January 1, 2004			
100%	85%	90%	95%
\$11.00	\$9.35	\$9.90	\$10.45

Effective January 1, 2005			
100%	85%	90%	95%
\$11.28	\$9.59	\$10.15	\$10.72

Effective January 1, 2006			
100%	85%	90%	95%
\$11.62	\$9.88	\$10.46	\$11.04

Per day of eight hours or less, in addition freight rates.

1.11 (b) Minimum day in Passenger Service

In all passenger service, the earnings from mileage overtime or other rules applicable for each day service is preformed, shall not be less than:

Effective January 1, 2003			
100%	85%	90%	95%
\$134.06	\$113.95	\$120.65	\$127.36

Effective January 1, 2004			
100%	85%	90%	95%
\$138.08	\$117.37	\$124.27	\$131.18

Effective January 1, 2005			
100%	85%	90%	95%
\$141.53	\$120.30	\$127.38	\$134.45

Effective January 1, 2006			
100%	85%	90%	95%
\$145.78	\$123.91	\$131.20	\$138.49

[Note: Clause (c) - Application of freight rates has been removed.]

ARTICLE 2 – ROAD SERVICE

2.01 (Formerly (a)(1))

On passenger runs of 100 miles or more one way, 100 miles or less, 5 hours or less shall constitute a minimum day. Overtime, when applicable, shall be paid on a minute basis and determined on a speed basis of 20 miles per hour.

(Formerly (a)(2))

On short runs in passenger service less than 100 miles one way, 100 miles or less, 8 hours or less, shall constitute a minimum day. Overtime, when applicable, shall be paid on a minute basis and determined on a speed basis of 12-1/2 miles per hour.

2.04 (Formerly (d))

First paragraph, last sentence

In short run passenger service on runs of less than 100 miles all time occupied in junction switching, time at turnaround points, time at the initial terminal and time at the final terminal shall be paid on the minute basis of 12-1/2 miles per hour and at the passenger rate of pay.

Third paragraph, last sentence

An engineer in short run passenger service may be required to make more than one trip in turnaround service out of the same terminal with the Company designating when and where the day's work shall start.

Fifth Paragraph

Engineers regularly assigned in short run passenger service who are available for service for the entire month and who do not lay off of their own accord will be paid not less than 4,000 miles per month exclusive of General Holiday pay. Engineers who work only a proportion of the monthly guarantee prorated according to the number of days they work as related to the number of days the run is scheduled to work in the month.

2.07 (Formerly (g))

The minimum day for engineer in regular assigned pusher and helper service shall be 8 hours or less, 100 miles or less; miles made in excess of 100 miles pro rata.

2.08 (Formerly (h))

Engineer in this service will appear on duty 15 minutes before time ordered to leave shop track and will be paid for same.

2.09 (Formerly (i))

The pusher day will commence at the time ordered to leave shop track; EXCEPT that, when required to switch before leaving terminal on initial trip, engineer will be paid initial terminal time including switching on minute basis at pro rata rates from time ordered for until departure from outer main track switch or designated point at the initial terminal, in which case the pusher day will commence when payment for initial terminal time stops.

2.10 (Formerly (j))

When the hours exceed the miles, hours will be paid; when the miles exceed the hours, miles will be paid. When trip is made on miles, all final terminal delay from time registered in on train register until engine is placed on shop track, plus an additional 15 minutes for inspection, will be paid. Such time shall be included in making up short day.

2.11 (Formerly (k))

Continuous time will be allowed engineer in regular pusher or helper service at freight rates, when ordered out for service at all points where regular pusher or helpers are stationed, until return to the point to which he is regularly assigned. Should engineer be held at regular established terminal (other than home terminal to which he is regularly assigned) on account of repairs to engine or track obstruction, he will be compensated as per Article 10 (Held Away-From-Home-Terminal).

2.12 (Formerly (l))

Should engineer be used out of home station, after completing a day of 8 hours, or 100 miles, a new day will commence. Engineer having completed a day will not be run around other assigned pusher or helper engineers out of home station.

Note: Example: The eight hour period of a pusher engineer expires at 1600, engineer is ordered to assist at 1530 and for some avoidable reason the train does not leave until 1605, engineer will commence a new day, and if released on return, this movement will not be considered a run-around of other engineers in pusher service. Should engineer not be released and other pusher engineers are run-around they will be entitled to 50 miles, as per Article 26 (c).

2.13 (Formerly (m))

Regular engineer in this service shall be guaranteed 240 hours per calendar month. All time worked in excess of this shall be paid for at scheduled rates. No guarantee of Medicine Hat where pushers are working out of the mail terminal.

2.14 (Formerly (n))

Freight engineer will not be used in pusher or helper service (except to complete a day of 8 hours or 100 miles) when regularly assigned pusher or helper engineer is available.

2.15 (Formerly (o))

Time will be computed from the time ordered for until registered in on roundhouse and train registers.

2.19 (Formerly (s))

Engineers in freight, way freight and mixed train service held 2 hours or over to load or unload stock will be paid for all the time so held at rate applicable to class of service, each 5 minutes to count as one mile. This time is not to be included in computing time.

2.20 (Formerly (t))

When a train is double headed over a subdivision, clause (p), (q), (r) and (s) of this article will apply to engineers of both engines. This does not apply to pusher or helper engines in pusher or helper zones or to the regular road engines assisting passenger trains out of Revelstoke.

ARTICLE 3 – PREPARATORY, INITIAL AND FINAL TIME

3.01 Passenger Service [Formerly (a)]

- (1) Engineer will be paid initial terminal time, including switching, on a minute basis at the pro rata rates from the time ordered until departure from the station at the initial terminal.
- (2) Road miles will be the distance from the station at the initial terminal to the station at the final terminal. Road time will commence on departure from the initial station and will end on arrival at the final station.
- (3) Shop Track – Engineer will be paid final terminal time including switching, on the minute basis at pro rata rates from the time of arrival at the station at the final terminal until 15 minutes after the engine is placed on the designated shop track, or is turned over to the hostler or inspector. Final terminal time shall be included in the making up of a short day.

Run Through – Engineer who operates passenger engine running through a terminal where locomotive engineers regularly chances off, will be paid for all time required to be on duty at the change off point on the minute basis, with a minimum payment of 15 minutes.

ARTICLE 4 – YARD SERVICE

Letter Re: Condition of Rest houses and Yardmen's Lunch Rooms

MONTREAL, July 25, 1989

Mr. T.G. Hucker,
General Chairman
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Mr. G.N. Wynne
General Chairman,
Brotherhood of Locomotive Engineers
P.O. Box 181
Smiths Falls, Ontario
K7A 4T1

Dear Sirs:

This refers to discussions during negotiations relating to your demand on the condition of rest houses and yardmen's lunchrooms.

During the course of these discussions, you alleged that certain rest houses, in your words, were "not being maintained in a suitable condition".

It was agreed that should the Local Chairman advise the respective Superintendent the specifics of any particular concern which the union may have with respect to the condition or maintenance of any rest house or yardmen's lunchroom, the Superintendent would ensure that an investigation will be 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 in writing the results of this investigation.

It was further agreed, that failing a resolve of the matters raised pertaining to the condition of these rest houses, unresolved issues would be brought to the attention of the General Chairmen and the General Manager for further handling.

Yours truly,

(Sgd.) L.A. Clarke
Manager, Labour Relations

cc: Mr. E.S. Cavanaugh
 Mr. J.M. White

ARTICLE 5 – MISCELLANEOUS SERVICE

5.02(17) Formerly (b)(17) Special Hardship

Page 95 of Justice Adams award made reference to special hardship as a result of the introduction of Turnaround Combination Service as follows:

“Employees subject to special hardship as a result of the application of this change will be extended the appropriate protections of the Conductor-Only Agreements”

The parties have requested of Justice Adams an interpretation of the above. Subsequent to the receipt of the interpretation from Justice Adams the parties will meet within 14 days to determine the application of Justice Adam’s interpretation. Failing a resolution of the discussion the parties will request of Justice Adams a final and binding interpretation, including contract language.

Note The implementation period for turnaround combination service shall be 120 days following the commencement of the service. The determination of Special Hardship benefits, including employees affected, shall be determined during a 120-day period following the initial 120 days implementation period. Once the affected employees have been determined, benefits will accrue from the original implementation date.

Note Existing rules and practices contained in the existing Collective Agreement(s) will continue to apply unless they are in direct conflict with this provision; insofar as they are in direct conflict, the provisions of the Article will supersede the provisions of the Collective Agreement(s) covering rates of pay and rules governing through freight crews.

5.03 Watching Engine (Formerly (b) (17) (c))

Engineer will be allowed time on the minute basis at an hourly rate of 1/8 of the minimum passenger rate for watching engine when no watchman is employed but engineer and fireman (helper) will not both be paid for the same time.

5.07(2) Formerly (g)(2) Periodic rules examinations

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

- (a) An employee required to take a periodic “A” rules examination shall be allowed 4 hours’ pay at the minimum rate applicable to the class of service in which employed.
- (b) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination, which he fails to pass to the satisfaction of the Rule Examiner.

Letter Re: Employees forced to outpost terminals using private autos to and from home

Montreal, May 17, 1988

Mr. G. Wynne
General Chairman,
Brotherhood of Locomotive Engineers
R.R. #3
Smiths Falls, Ontario
K7A 4S4

Mr. T.G. Hucker
General Chairman,
Brotherhood of Locomotive Engineers
11012 MacLeod Trail S.
Calgary, Alberta
T2J 6A5

Gentlemen:

This has reference to the negotiations relating to your demand that employees forced to outpost terminals be permitted to drive their automobiles to and from their homes.

Although the Company reserves the right to make the final determination as to whether an employee should be permitted to use his personal vehicle to drive to outpost terminals, we agreed that certain circumstances could warrant such use. In instances where other available means of transportation were not available or practicable, the Company would be prepared to give consideration to the use of a personal automobile by the employee if so requested.

We did agree, however, that at the time of call to deadhead to an outpost terminal, the employee should be told not only the time and place to report but also the means to travel there.

Yours truly,

L.A. Clarke
Manager, Labour Relations

Letter Re: Wages lost to attend medical or rules examinations

Montreal, May 17, 1988

From: L.A. Clarke

To: J.A. Linn
E.S. Cavanaugh
J.M. White

This has reference to discussions during negotiations with respect to U.T.U./B/L/E. Demand No. 13 relating to payment for wages lost due to attendance at medical or rules examinations.

The General Chairmen have alleged that occasions have arisen wherein the working schedule or location of an employee has prevented him from such attendance on his off-duty time and he has accordingly been required to lose time to attend. They were informed that the Company scheduled rules classes and examination at locations and times that would permit employees to attend during their off-duty time. They were also informed that the office hours of Company medical officers were such that employees should be able to arrange appointments between tours of duty or when off for miles. The demand was accordingly not acceded to.

The General Chairmen were advised, however, that if unusual circumstances prevail whereby employees cannot arrange such examinations in their off-duty time, they should so inform the Company in order that appropriate action can be taken to permit their attendance. This should be done as far in advance of the necessity for the medical report or new rules card as possible.

Please ensure that all concerned are made aware of the contents of this letter, a copy of which is being given to the General Chairmen.

L.A. Clarke
Manager, Labour Relations

c.c.: Messrs. G. Wynne
T.G. Hucker

Letter Re: TCS and having crews in and off duty in 12 hours

July 14, 1995

Mr. G.C.B. Smith
Vice President, Industrial Relations
CP Rail Systems
Room 370, Windsor Station
P.O. Box 6042, Station Centre-Ville

Dear Sir:

This refers to discussions relating to the Adams award on turnaround combination service.

Our concern was that crews called in this service will be off duty within 12 hours. In the interest of the award the Company agrees to maintain an objective of having crews complete their tour of duty within the 12 hours.

This confirms our understanding that in instances where specific problems arise, discussions will take place between the General Chairman and the General Manager in an effort to resolve them. In the event there is no resolution at the General Chairman and General Manager level, the Vice President of the Union may refer the matter to the office of the Vice President, Industrial Relations.

Yours truly,

L.H. Olson
Chairperson
Canadian Council of Railway Operating Unions (UTU)

T.G. Hucker
Secretary/Treasurer
Canadian Council of Railway Operating Unions (BLE)

ARTICLE 7 – WAY FREIGHT SERVICE

7.02 (Formerly (b))

Engineer on train required to load or unload way freight will be paid overtime at way freight rates for time so occupied, but not in excess of way freight rates for full trip.

ARTICLE 12 (FORMERLY 11) – ELECTRIC LOCOMOTIVE, DIESEL-ELECTRIC, EITHER MULTIPLE UNIT OR SINGLE, GASOLINE OR OTHER SERVICE

Where electric or other power is installed as a substitute for steam, locomotive engineers shall have preference for position as engineer or motorman.

ARTICLE 12A (FORMERLY 11A) – SECOND ENGINEER IN PASSENGER SERVICE

- (a) A second engineer shall be employed on all locomotives in passenger service provided that the term “locomotive” does not include any of the following:
 - (1) Electric car service operated in single or multiple units
 - (2) Gasoline, diesel-electric, oil-electric or other rail motor cars which are self-propelled units (sometimes handling additional cars) but distinguished from locomotives in having facilities for revenue leading or passengers in the motor car.
- (b)
 - (i) **Rate of Pay**
Second Engineer in passenger service will be paid at the minimum rate for passenger service specified in Article 1(a)
 - (ii) **Minimum Day for Second Engineer**
The earnings of a Second Engineer in passenger service from mileage, overtime or other rule applicable, for each day service is performed, shall not be less than as shown in Article 1(b).
- (c) **Initial Terminal**
Second Engineer in passenger service will appear on duty at designated shop track or change-off point for time ordered for and sign appearance book. Second Engineer will be paid initial terminal time including switching on the minute basis at pro rate rates from the time ordered for until departure from station at initial terminal.
- (d) **Road Miles and Road Time**
 - (1) Road miles will be the distance from the station at initial terminal to the station at final terminal. Road time will commence on departure from initial station and will end on arrival at the final station.
 - (2)
 - (i) On passenger runs of 100 miles or more one way, 100 miles or less, 5 hours or less shall constitute a minimum day. Overtime, when applicable, shall be paid on a minute basis and determine on a speed basis of 20 miles per hour.
 - (ii) On short runs in passenger service less than 100 miles one way, 100 miles or less, 8 hours or less shall constitute a minimum day. Overtime, when applicable, shall be paid on a minute basis and determined on a speed basis of 12-1/2 miles per hour.

- (3) Second Engineer in short run passenger service making less than 100 miles will be paid for 100 miles, but will be liable for further service to the extent of 8 consecutive hours at the rate of one hour for each 12-1/2 miles, 12 - 1/2 miles to count as one hour's service.
- (4) In short turnaround passenger service between terminals and turnaround points, miles and junction switching combined, or hours, whichever is the greater, will be paid on each leg of the run, all time from arrival at turnaround point to departure and all time at final terminal, from the time of making the first stop, until released from duty at station, designated shop track or change-off point, will be paid on the minute basis. A minimum of 100 miles will be allowed. In short run passenger service on runs of less than 100 miles all time occupied in junction switching, time at turnaround points, time at the initial terminal and time at the final terminal shall be paid on the minute basis of 12 - 1/2 miles per hour and at the passenger rate of pay.

All time at terminals before commencement of trip will be paid, in addition to the guaranteed mileage.

Except on short runs in passenger service less than 100 miles one way, a Second Engineer will not be used out of initial point after completing a day of 100 miles or after having been on duty 8 hours computed from the time of departure from the outer main track switch or designated point on the initial trip, except as a new day. Short runs in passenger service less than 100 miles one way shall be considered as continuous runs from the time ordered for until released from duty at the end of the day. A second Engineer in short run passenger service may be required to make more than one trip in turnaround service out of the same terminal with the Company designating when and where the day's work shall start.

Regular Second Engineer on short run the starting point of which is away from main terminal, who wishes to lay off, will be relieved at main terminal, and paid actual mileage or hours, from starting point to time of relief at such main terminal. Spare Second Engineers used to relieve such assigned Second Engineer will be considered as having started a new day when required to report for duty.

When regular Second Engineers regularly assigned in short run passenger service who are available for service for the entire month and who do not lay off of their own accord will be paid not less than 4,000 miles per month exclusive of General Holiday pay. Second Engineers who work only a portion of a month on any assigned run will be paid not less than their full proportion of the monthly guarantee pro rated according to the number of days the run is scheduled to work in the month.

(e) **Final Terminal**

Second Engineer will be paid final terminal time, including switching, on the minute basis at pro rata rates from time of arrival at station or change-off point until released from duty. Final terminal time shall be included in making up short day.

(f) **Seniority**

Except as otherwise provided hereunder, normal promotion rules will prevail in filling positions of Second Engineer:

- (1) Engineers who are restricted due to medical reasons and who are thereby prohibited from operating a locomotive in road service who cannot secure a Second Engineer's assignment or yard engineer's assignment at their home or auxiliary station through the normal exercise of seniority, will be given preference in the manning of a Second Engineer's position at their home or auxiliary station irrespective of seniority rules. Engineers who are restricted due to discipline and who are thereby prohibited from operating a locomotive in road service must first displace a junior yard engineer at his home or auxiliary station; if unable to so displace, he must displace a junior employee working as a Second Engineer in passenger service at his home or auxiliary station' if he is still unable to obtain a position at his home or auxiliary station, he will be give preference in the manning of a Second Engineer's position at his home or auxiliary station irrespective of seniority rules, except that he will not have preference over medically restricted Engineers.

In the event such restricted Engineer is unable to obtain a position at his home or auxiliary station as provided above, he will be required to displace on the same basis to other locations on his promotion district to the extent that such positions are available at other location on the promotion district.

- (2) A Second Engineer in passenger service desiring to do relief work on temporary vacancies of 7 days or less as Locomotive Engineer on the assignments on which he is employed as Second Engineer shall so notify the appropriate officer of the Company in writing and if not otherwise restricted will fill such temporary vacancies unless filled by a senior Engineer in accordance with Article 26 Clause (k)(1).
 - (3) In the event temporary vacancies of 7 days or less occur in both Locomotive Engineer and Second Engineer's positions in passenger service, the senior Engineer unless restricted filling the vacancies will operate the train as a Locomotive Engineer.
- (g) The following Articles in the Collective Agreement, to the extent they are not in conflict with the above provisions, will also apply to Second Engineers in passenger service: Article 5, except (f); Article 9; Article 10; Article 12; Article 13; Article 15; Article 16; Article 16-A; Article 16-B; Article 17; Article 18; Article 19; Article 21; Article 22; Article 23; Article 24; Article 25; Article 26; except (r); Article 27; Article 28; Article 29; Article 30; Article 31; Article 32; Article 33; Article 34; and Article 35.

ARTICLE 21 (FORMERLY 17) – SENIORITY

This Article and the associated archived clauses have been replaced in the main Collective Agreement with a new Article 21.

ARTICLE 23 – (FORMERLY 19) – INVESTIGATIONS & DISCIPLINE

Letter Re: Local Officers handling grievances, July 1989

July 25, 1989

Messrs. E.S. Cavanaugh
J.M. White

During this round of negotiations with the running trades unions, the General Chairmen expressed concern with the manner in which some local officers were handling employee related problems, particularly the handling of grievances.

Insofar as the handling of grievances at the local level is concerned, we advised the General Chairmen that whenever a wage claim was being processed which was considered incorrect, the proper procedure was to pay the undisputed portion of the ticket on the current payroll and advise the employee the reason for the reduction. In the subsequent handling of grievances in respect of wage claims the letter to the Local Chairman should contain the specific reasons as to why the grievance is being declined. It is considered that the above procedure is what is contemplated by the words "a decision will be rendered in writing" as contained in the various steps of the grievance procedure. It is not sufficient merely to state that the grievances should be answered in a timely fashion.

Will you please ensure that the above instructions with respect to the handling of grievances are brought to the attention of all operating officers for their information and guidance.

A copy of this letter is being provided to the General Chairmen.

(Sgd.) L.A Clarke
Manager, Labour Relations

cc: Messrs. G.N. Wynne and T. G. Hucker

ARTICLE 24 (FORMERLY 20) – COMPLAINTS OF ENGINEERS

Complaints made by Engineer against Fireman (helper) will be in writing.

ARTICLE 25 (FORMERLY 21) - CALLING

Letter Re: Calling of crews by telephone only

November 22, 1985

Mr. G. Wynne
General Chairman,
Brotherhood of Locomotive Engineers
R.R. #3
Smiths Falls, Ontario
K7A 4S4

Mr. T.G. Hucker
General Chairman,
Brotherhood of Locomotive Engineers
11012 MacLeod Trail S.
Calgary, Alberta
T2J 6A5

Dear Sirs:

The Company had placed a proposal before you during the present round of negotiations in respect of calling of crews by telephone only.

While this proposal remains unresolved, I believe you recognized the Company's position in this regard. Your concern was with the quality of line-ups available to the employees and you sought some demonstration of our ability to improve that quality before finally addressing the Company's proposal. We undertook to ensure that the availability of current line-up information is made available to crews as quickly as possible.

It was agreed therefore that the proposal would be withdrawn from these negotiations for discussion in the closed period of the contracts, including joint investigations on a local basis where necessary, with a view to obtaining our respective goals.

Yours truly,

R. Colosimo
Vice - President
Industrial Relations

I concur:

L.F. Berini
General Chairman
Brotherhood of Locomotive Engineers

ARTICLE 27 (FORMERLY 23) - REST

Letter Re: Having Locomotive Engineer off duty in 10 hours

MONTREAL, November 16, 1992

Mr. T.G. Hucker,
General Chairman,
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Mr. G.N. Wynne
General Chairman,
Brotherhood of Locomotive Engineers
P.O. Box 181
Smiths Falls, Ontario
K7A 4T1

Dear Sirs:

This refers to discussions during negotiations relating to your demand concerning Rest and Relief.

Your demand was that a locomotive engineer should be off duty within 10 hours. In the interest of a settlement, the company agreed that where it becomes necessary, arrangements will be made to have such engineers complete their tour of duty within 10 hours.

During these same negotiations, you requested a mechanism for resolving specific problems related to engineer completing their tour of duty within 10 hours. This confirms our understanding that in instances where specific problem of this nature arise, discussions will take place between the General Chairman and the General Manager in an effort to resolve them. In the event that there is no resolution at the General Chairman and General Manager level, the Vice - President of the Union may refer the matter to the office of the Vice - President, Industrial Relations.

Yours truly,

(Sgd.) Frank Peters
Manager, Labour Relations

cc: Messrs. G. Halle
M.G. Mudie
D.B. Campbell
F.J. Green
C.E. Minto
K. Jansens

Letter Re: 24 Hours' Rest at home terminal, July 1985

November 22, 1985

Mr. G. Wynne
General Chairman,
Brotherhood of Locomotive Engineers
R.R. #3
Smiths Falls, Ontario
K7A 4S4

Mr. T.G. Hucker
General Chairman,
Brotherhood of Locomotive Engineers
11012 MacLeod Trail S.
Calgary, Alberta
T2J 6A5

Dear Sirs:

In discussions leading to the Company's agreement to the Union's demand for 24 hours' rest at the home terminal, the Company expressed concern that such provision could well result in shortages of men and consequent disruption of operations unless the intent of this provision to take rest legitimately required by the employee is respected. You assured us that should problems arise in this regard, where unwarranted use is made of this provision, the matter will be discussed between you and the respective General Manager with a view to resolve. Should this not be possible, the matter will be subject to discussion between the Vice - President of the Union and the Vice -President, Industrial Relations.

Yours truly,

R. Colosimo
Vice - President,
Industrial Relations

cc: Messrs. G.A. Swanson
E.S. Cavanaugh
L.A. Hill

cc: Mr. J.B. Adair

ARTICLE 28 (FORMERLY 24) - MEALS

28.01 (Formerly first paragraph)

Engineer on freight train will be given reasonable time for meals between terminals on advising dispatcher 1 hour in advance. Time occupied not to be deducted in computing overtime or arbitraries unless such overtime or arbitraries have been increased by engineer delaying his train in taking time to eat.

ARTICLE 30 (FORMERLY 26) – HANDLING OF LOCOMOTIVE ENGINEERS (FORMERLY HANDLING MEN)

30.06 (Formerly (f)(2))

Assignments in passenger service becoming vacant as a result of death, superannuation, resignation, or promotion to an official position with either the Union or the Company between changes of timetable will be bulletined on the seniority district. In the event there is no applicant for such assignment the junior engineer at the station where the vacant assignment exists will be required to fill the vacancy.

30.08 (Formerly (h))

The Master Mechanic with Engineers' Committee will decide which subdivision will be considered preference out of their respective stations.

30.11 (Formerly (k)(1))

A temporary vacancy in passenger service will be filled by the senior pool or assigned road engineer desiring the run at the station where the vacancy exists. An engineer filling such vacancy must lose the equivalent number of trips off his regular job immediately.

30.12 (Formerly (l))

An engineer on an assigned passenger run will not be compelled to run freight except when the timetable or delayed train makes it necessary for him to go to the other end of the subdivision to take his regular run in the opposite direction.

30.16 (Formerly (p))

If for any reason it should become necessary to replace the locomotive on an assigned passenger train between the terminals of the run, the engineer assigned to that passenger train will man it to the full extent of his regular run.

ARTICLE 33 (FORMERLY 29) – MILEAGE REGULATIONS

33.01 (Formerly (a))

When from any cause it becomes necessary to reduce the number of engineers on the engineers' working lists of any seniority district, and engineer taken off may, if he so elects, take any other job manned by a fireman (helper) his junior on that seniority district but must displace the junior fireman (helper) on a chain of runs where no preference exists, under the following conditions:

First: That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates are averaging the equivalent of 3,200 miles per month, on the road extra list are averaging the equivalent of 3,200 miles per month.

Second That when reductions are made they shall be in reverse order of seniority.

Note: When an engineer is demoted to a firing position permanently, he will be place subject to the approval of the Local Chairman of the Brotherhood of Locomotive Engineers.

When an engineer is demoted to a firing position for a definite duration of time or miles, the Company will designate the class of service and territory and the demoted engineer will displace the junior fireman (helper) on any series of assignments or runs in that class of service and territory.

33.02 (Formerly (b))

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

33.05 (Formerly (e))

Under this Article after all engineers who have been taken off have been returned to service as engineers this Article shall not apply in respect to further additions.

33.07 (Formerly (g))

When regulating working lists in the respective classes of service, each list will be handled separately.

33.10 (2) (Formerly (j)(2))

Engineer will, upon arrival at home station, register on his trip ticker the total number of miles he has in for the current mileage period, Locomotive Foreman to keep a record for each engineer in a book in his office

LOCAL RULES – PRAIRIE REGION

Rule 1

(a) On the Keewatin Subdivision, the first two assigned passenger runs (four engineers) and spare work originating therefrom, will go to Winnipeg engineers. The next two assigned passenger runs (four engineers) and spare work originating therefrom, will go to Kenora engineers. Should further passenger runs be assigned, they will go alternately to Winnipeg and Kenora engineers, i.e., the fifth assigned passenger run (two engineers) and spare work originating therefrom will go to the Winnipeg engineers, the sixth to K engineers and so on.

(b) If by reason of cancellations, for example, there is only one train operating out of Winnipeg on any particular day through interference in traffic or other conditions, it will be manned by the senior Winnipeg engineer assigned to this group of runs.

Rule 2

The following are the designated points agreed upon as provided for in Article 3 (d):

Winnipeg

East	Murdock
East by short line	Whittier
South	Paddington
West old Main line	Rugby

Fort William

West	Westfort
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Brandon

West	18th Street
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Rule 3

Switching will be paid at Saskatoon in accordance with Article 2(p) when this work is performed by through freight trains.

Rule 4

McLean, Indian Head Subdivision, is recognized as a turnaround point where switching will be paid in accordance with Article 2 Clauses (p) and (q).

Rule 5

- (a) When it is evident that sufficient traffic is available on the Melfort and/or Prince Albert Subdivisions to warrant three or more round trips per week, an engineer will be assigned to such work.
- (b) When Sutherland pool engineer is called to go to Wynyard he will when possible, be informed if it is expected he will be required to make a trip off the Sutherland Subdivision before being returned to his home terminal.
- (c) When Sutherland pool engineer is run from Wynyard to either Gronlid, Prince Albert or Bredenbury, he will not be required to make more than one round trip from Wynyard before being returned to his home terminal at Sutherland.

Rule 6

- (a) When a snowplow is started out of Regina with Broadview as objective, it will be manned by a Regina engineer who, on arrival at Broadview, will, regardless of the turn of pool engineer then in Broadview return to Regina with snowplow equipment only, or deadhead to Regina as the Company may require.
- (b) When a snowplow is started out of Regina with Moose Jaw as objective, it will be manned by a Regina engineer who, on arrival at Moose Jaw, will, regardless of the turn of pool engineer then in Moose Jaw, return to Regina with snowplow equipment only or deadhead to Regina as the Company may require; it being understood that in the event of Regina arriving in Moose Jaw with snowplow, such engineer will not be run out of Moose Jaw on snowplow, except on main line to Regina.

Any or all of these Local Rules effective April 1st, 1966, may be cancelled or revised upon 60 days' written notice from either party.

Signed March 3, 1966.

For the Company:

R.C. Steele
General Manager

For the Brotherhood of
Locomotive Engineers:

H.L. May
General Chairman

LOCAL RULES – PACIFIC REGION

Rule 1

- (a) Macleod will be considered auxiliary to Lethbridge for trains running east and west.
(b) Bassano will be considered as auxiliary to Calgary for trains running east and west on main line.

Rule 2

Overtime on Laggan Subdivision will be computed separately between Calgary and Lake Louise, Lake Louise to Field. Prairie rates and rules to apply on east-bound trains after arrival at Lake Louise. In the case of westbound trains, mountain rates and rules will apply after arrival at Lake Louise.

Rule 3

The following are the designated points agreed upon as provided for in Article 3(c):

Calgary

East	Mile 171.1 Brooks Sub.
South	Mile 0.4 Macleod Sub.
North	Mile 2.3 Red Deer Sub.
West	Mile 1.5 Laggan Sub.

Lethbridge

East	Mile 106.1 Taber Sub.
South	Mile 102.1 Stirling Sub.

Rule 4

Recognized turnaround points where switching will be paid in accordance with Article 2, Clauses (p) and (q) are:

Calgary Division:

Laggan Subdivision	Keith
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Revelstoke Division:

Shuswap Subdivision	Chase
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Kootenay Division:

Rossland Subdivision	Tadanac
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Rule 5

Applicable on the British Columbia Seniority District only.

- (a) Engineers on wayfreight trains will be paid switching at turnaround points.
(b) Road engineers held en route to assist or doublehead trains will be paid detention rates for the time so held or detained on the basis of 12-1/2 miles per hour in addition to mileage covered assisting or doubleheading such train.
(c) Engineers in mixed, wayfreight or freight service on the Kaslo Subdivision, or between Nelson and Roseberry via Slocan City, or between Nelson and Kaslo via Proctor will be paid miles or hours, whichever the greater, between designated points Nelson and Slocan City (42 miles), Nakusp and Roseberry (28 miles), Roseberry and end of track (4.3 miles), Proctor and Nelson (19 miles), and 12-1/2 miles an hour for all time at Slocan City, Roseberry, Kaslo and Proctor, and while in transit on barge.
(d) Junction Switching at Proctor, B.C. In cases where crews are required to load or unload barges, switching will be allowed for time so occupied or held to perform that service.

In cases where crews not covered in the preceding paragraph are required to place or lift cars (destined to or from the lake points) on or off designated barge tracks, switching time will be allowed for time so occupied.

Switching paid for will not be included to establish wayfreight rates for trip. Switching tickets to be certified by agent or conductor.

Note: This clause applies only in respect of cars that are to be moved by the barges and then only when such cars are placed on the slip tracks for movement to and from the barges or on the barge itself. It is not intended to apply to barge cars that are set out in the traffic yard by through trains and that are to be subsequently placed on the slip tracks or barges by other trains, or the lifting of cars from the traffic yards that have arrived at Proctor by barge that were previously moved from the barges and slip tracks into the traffic yard.

Rule 6

(a) Canyon and Kootenay Divisions

1. Road crews will be paid mountain or valley rates for preparatory and initial terminal detention corresponding with the first road service of the trip and will be paid final terminal detention and inspection time corresponding with the last road service of the trip.

2. Overtime will be computed separately on each portion of the subdivisions as follows: On the Carmi Subdivision mountain rates and rules will apply from Penticton to arrival at Chute Lake, and valley rates and rules will apply on eastbound trains after arrival at Chute Lake. In case of westbound trains, valley rates and rules will apply until arrival at Chute Lake, and mountain rates and rules will apply from arrival at Chute Lake to Penticton. On the Princeton Subdivision mountain rates and rules will apply on westbound trains until arrival at Kirton and valley rates and rules until arrival at Jura, and mountain rates and rules until arrival at Princeton, and valley rates and rules until arrival at Spence's Bridge and on eastbound trains valley rates and rules will apply until arrival Princeton, and mountain rates and rules until arrival at Jura, and valley rates and rules until arrival at Kirton, and mountain rates and rules to Penticton.

Any or all of these Local Rules effective April 1st, 1966, may be cancelled or revised upon 60 days' written notice from either party.

Signed May 4, 1979.

For the Company:

J.M. Patterson
General Manager

For the Brotherhood of
Locomotive Engineers:

J.R. Simpson
General Chairman

MISCELLANEOUS LETTERS

Letter Re: Crewmembers in passenger service delayed at initial or final terminal, Nov. 1985

November 22, 1985

Mr. G. Wynne
General Chairman,
Bro. of Locomotive Engineers
1396 St. Catherine St. W.
Room 216
Montreal, Quebec
H3G 1P9

Mr. L.F. Berini
General Chairman,
Bro. of Locomotive Engineers
Suite 203
7403 MacLeod Trail S.W.
Calgary, Alberta
T2H 0L8

Dear Sirs:

This has reference to discussions during negotiations concerning Brotherhood of Locomotive Engineers Regional Demand No. 18, relating to payment to crewmembers in Passenger Service who are delayed within the initial or final terminal account watering and/or fuelling of the train.

During discussions, you indicated that at various locations, specifically, North Bend, Thunder Bay, Schreiber, Chapleau and Parry Sound, passenger trains were being delayed account watering and/or fuelling while within the initial or final terminal and close to the proximity of the station but not at the station. Accordingly, terminal time payment would not be provided for while watering and/or fuelling account the train was not at the station but yet was very close to it, in some instances, only a few hundred yards. Indeed, you cited examples whereby, at the initial terminal, the train would depart; only to stop a short distance thereafter in order to water and/or fuel the train. On the other hand, at the final terminal and prior to but within a short distance of the station, the train would stop to water and/or fuel. In some instances, passengers would even entrain or detrain at that point. When the watering and/or fuelling was completed, the train would commence a few hundred yards to the station where a crew change would take place.

This will confirm the understanding reached during negotiations that should the passenger train be delayed within the initial terminal at the above indicated locations for purposes of watering and/or fuelling the train, initial terminal time will continue until servicing is completed. Should the passenger train be delayed within the final terminal at the above indicated locations, for the purpose of watering and/or fuelling the train, then final terminal time will commence at the time that the train is stopped to take on water and/or fuel.

Should other situations develop at other locations with conditions similar to above, then the same considerations will be given at those locations.

Yours truly,

B.P. Scott
(for) Manager,
Labour Relations

c.c.:Messrs. G.A. Swanson
E.S. Cavanaugh
L.A. Hill

Letter Re: Procedures for handling claims when short paid

MONTREAL, July 25 , 1989

Mr. T. G. Hucker,
General Chairman
Brotherhood of Locomotive Engineers,
Suite 270
11012 MacLeod Trail South,
Calgary, Alberta.
T2J 6A5.

Mr. G. N. Wynne,
General Chairman,
Brotherhood of Locomotive Engineers,
P. O. Box 181,
Smiths Falls, Ontario.
K7A 4T1.

Dear Sirs:

During our recent discussions, you requested information concerning the Company's procedure for handling claims from running trades employees who believe they have been short paid.

The Manager, Payroll Accounting, advises that any employee who feels there is a discrepancy in his earnings for any pay period should complete a short payment form detailing the separate mileages claimed for each trip ticket submitted during that period and forward it to the Assistant Superintendent.

The Assistant Superintendent will determine whether any of these tickets have been withheld for investigation, declined and returned to the employee or reduced and if so notify the employee. Otherwise short payment form will be forwarded to the Chief Accountant by the Assistant Superintendent.

The appropriate Chief Accountant will investigate the payments claimed and, if the trip tickets were not submitted by the employee too late for payroll processing in that period and the short payment exceeds 1/2 day's earnings, a money order will be issued usually the same day.

By copy of this letter, the General Managers are being requested to remind those officers involved with the handling of trip tickets of the above procedure as well as emphasize the importance of expeditiously processing them through to the Chief Accountant to ensure that they are paid in the proper pay period.

As discussed with you, it would be appreciated if you would impress upon the employees the necessity to submit all trip tickets, including general holiday, currently to ensure that they are paid properly.

Yours truly,

(Sgd.) L. A. Clarke
Manager, Labour Relations

cc: Messrs. E. S. Cavanaugh
J. M. White

Please ensure that the appropriate officers are made aware of the short payment procedure described above.

(Sgd) L. A. Clarke
Manager, Labour Relations

Letter Re: Condition of Rest houses and Yardmen's lunchrooms, November 1992

MONTREAL, November 16, 1992

Mr. T.G. Hucker
General Chairman
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Mr. G.N. Wynne
General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 181
Smiths Falls, Ontario
K7A 4T1

Dear Sirs:

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, in your words, were "not being maintained in a suitable condition".

It was agreed that local bunkhouse committees will be established and/or maintained at all appropriate locations. These committees will be in a position to identify problems with regard to the maintenance and/or other conditions of resthouses and/or engineers' lunchrooms and recommend necessary changes to alleviate or overcome them.

It was agreed that should the Local Chairmen advise the respective Superintendent the specifics of any particular concern which the union may have with respect to the condition or maintenance of any resthouse or yardman's lunch room, the Superintendent would ensure that an investigation will be 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 Chairmen will be advised in writing the results of this investigation.

It was further agreed, that failing a resolve of the matters raised pertaining to the condition of these resthouses, unresolved issues would be brought to the attention of the General Chairman and the General Manager for further handling.

Yours truly,

(Sgd) Frank Peters
Manager, Labour Relations

cc: Messrs. D.B. Campbell Messrs. F.J. Green
 M.G. Mudie C.E. Minto
 K. Jansens

Letter Re: Inter-divisional runs

MONTREAL, November 16, 1992

Mr. T. G. Hucker
General Chairman
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Mr. G. N. Wynne
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 181
Smiths Falls, Ontario
K7A 4T1

Dear Sirs:

This has reference to the Company's demand in this round to add a new article to the Collective Agreements in connection with the establishing of Inter-divisional Runs (IDR).

While the Company and the Union recognize that the establishment of inter-divisional runs may be progressed through the provisions of the Material Change Rule in the respective Collective Agreements, the Company sought to include a provision which would allow such runs to be implemented on a 90-day notice and under pre-determined conditions.

You were not prepared to accede to the Company's proposal, but rather that such IDR proposals should continue to be handled through the Material Change Rule.

Yours truly,

(Sgd) Frank Peters
Manager, Labour Relations

I CONCUR:

(Sgd) Thomas G. Hucker
General Chairman

(Sgd) Gary Wynne
General Chairman

cc: Messrs. M. G. Mudie
D. B. Campbell
F. J. Green
C. E. Minto
K. Jansens

Letter Re: Locomotive Engineers restricted for medical reasons, November 1992

MONTREAL, November 16, 1992

Mr. T. G. Hucker
General Chairman
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Mr. G. N. Wynne
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 181
Smiths Falls, Ontario
K7A 4T1

Dear Sirs:

Discussions took place during the course of our negotiations with respect to locomotive engineers who are restricted in the type of service they may be employed for medical reasons.

We agreed to enter into dialogue with you together with our Senior Corporate Advisor, Occupational and Environmental Health to explore your concerns with respect to the application of the policy of restricting locomotive engineers to yard service for medical reasons.

Yours truly,

(Sgd) George Smith
Vice-President
Industrial Relations

cc: Mr. G. Halle

Letter re: Problems with the Collection of Union Dues and collecting dues on percentage of wages

MONTREAL, November 16, 1992

Mr. T. G. Hucker
General Chairman
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Mr. G. N. Wynne
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 181
Smiths Falls, Ontario
K7A 4T1

Dear Sirs:

This has reference to the negotiations regarding your various demands on Union Dues.

You complained that you were experiencing difficulty in collecting union dues from certain locomotive engineers. You stated that in a few instances, locomotive engineers ensured that they would have no earnings in pay periods with a union dues deduction, by withholding their wage claims earned in that pay period and thereby avoiding payment of union dues for a substantial period of time.

The Company assured you that, inasmuch as the withholding and late submission of wage claims was improper, local officers will ensure that wage claims will be submitted in a timely fashion.

Furthermore, as you know, in 1993 we will commence implementation of payment of all wage claims on a computerized basis, wherein claims for employees will not be able to be withheld.

Accordingly, in the interim period, until the use of trip tickets and wage claim submission is computerized, local officers will ensure that wage claims are submitted on a current basis.

In addition, during this round of negotiations you requested consideration that future union dues deductions be made as a percentage of a locomotive engineer's total earnings. You stated that this would be a single, all-encompassing deduction, which the BLE would apportion among their various local divisions. You also requested that the Company accede, in principal, to the concept of a percentage deduction for union dues in every pay period.

During our discussions you were advised that, although the Company was not opposed to the principle of a bi-weekly percentage deduction for union dues, such matters as the allocation of the Union dues between the BLE and the UTU in the case of employees who work as a trainman and engineer in a pay period would have to be resolved prior to the implementation of such a system. As well, the Company's payroll system will need to be amended to facilitate such changes based on a percentage bi-weekly basis.

This will confirm that the Company will implement such a percentage union dues deduction system subject to the full resolution of all impediments to such a system.

Yours truly,

(Sgd) Frank Peters
Manager, Labour Relations

cc: Mr. G. Halle

cc: Messrs. M. G. Mudie
K. Jansens
D. B. Campbell

C. E. Minto
F.J. Green

Letter Re: Consultation in revising the Engineers Training Program, November 1992

MONTREAL, November 16, 1992

Mr. T. G. Hucker
General Chairman
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Mr. G. N. Wynne
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 181
Smiths Falls, Ontario
K7A 4T1

Dear Sirs:

This has reference to your demand during this round of negotiations that the BLE be allowed to participate in revisions to the Engineers' Training Program.

As discussed with you, the Company will be developing a training program to provide appropriate instruction to permit new employees to progress to conductor and locomotive engineer. This will confirm that this training program will be developed with your consultation. Such consultation will include the possibility of two opportunities for an employee to qualify as a locomotive engineer. The discussions will include the matter of trainees establishing seniority on the appropriate locomotive engineers seniority list.

Yours truly,

(Sgd) George Smith
Vice-President
Industrial Relations

cc: Mr. G. Halle

Letter Re: Deadheading, November 1992

MONTREAL, November 16, 1992

Mr. T.G. Hucker
General Chairman
Brotherhood of Locomotive Engineers
Suite 270
11012 MacLeod Trail South
Calgary, Alberta
T2J 6A5

Dear Sir:

One of the demands served on the Brotherhood by the Company during the current round of negotiations concerned the requirement to amend Article 5(b)(6) in the BLE West Agreement to provide that deadheading will be paid on a time basis and to provide that deadheading will be paid on a time basis and to provide for combining deadheading prior to and following working service in a continuous tour of duty.

Although there was extensive dialogue on all aspects of this demand the matter remained unresolved.

The Company stated their position that while the method of pay for deadheading on a mileage basis, versus time basis, is long outdated and does not reflect the fact that most deadheading is performed by modes other than by train, the main concern is with the absence in the Western Agreement of an ability to combine deadheading following working service in a continuous tour of duty, as is the case with respect to deadheading prior to active service. There is no justification for the payment of one hundred miles minimum payment in current circumstances.

In fact all other running trades Collective Agreements on CP Rail, including that governing locomotive engineers East of Thunder Bay, contain the combination provision for deadheading following working service.

While the Company, in the interests of an overall resolve of these negotiations, entered into a Settlement without the finalization of this issue, it was mutually agreed with the Brotherhood that discussions would continue during the closed period with respect to the Company's operational problems and the deadheading of Locomotive Engineers. Such discussions will commence within ninety days of the signing of a Memorandum of Agreement.

Yours truly,

(Sgd) George Smith
Vice-President
Industrial Relations

I CONCUR

(Sgd) Thomas G. Hucker
General Chairman
Brotherhood of Locomotive
Engineers

cc: Messrs.G. Wynne
G. Halle

Letter Re: Health and Safety, November 1995

July 14, 1995

Mr. R. S. McKenna
General Chairperson
Canadian Council of Railway
Operating Unions (BLE)
150 Metcalfe Street
Suite 1401
Ottawa, ON K2P 1P1

Mr. L. O. Schillaci
General Chairperson
Canadian Council of Railway
Operating Unions (UTU)
404-630 8th Avenue S.W.
Calgary, AB T2P 1G6

Mr. D. C. Curtis
General Chairperson
Canadian Council of Railway
Operating Unions (BLE)
11012 MacLeod Trail S.
Suite 270
Calgary, AB T2J 6A5

Mr. D. A. Warren
General Chairperson
Canadian Council of Railway
Operating Unions (UTU)
695 Markham Road, Suite 32
Scarborough, ON M1H 2A5

Dear General Chairmen:

This has reference to the Health and Safety issue, which you tabled for discussion during this round of negotiations. This issue was resolved on the basis that the representatives of the Company and the Council would meet during the closed period in an effort to resolve this issue. The first meeting in this regard will be held no later than ninety (90) days following the signing of a Memorandum of Agreement unless otherwise mutually agreed to.

Yours truly,

Director, Labour Relations

cc: Mr. L. H. Olson
Chairperson
Canadian Council of Railway
Operating Unions
Suite 750, 1595 Telesat Court
Gloucester, ON K1B 5R3

Mr. T. G. Hucker
Secretary-Treasurer
Canadian Council of Railway
Operating Unions
150 Metcalfe St., Suite 1401
Ottawa, ON K2P 1P1

Letter Re: Fixed Mileage for assigned through freight and combination service

Toronto, March 20, 1998

CCROU(BLE) West

LETTER OF UNDERSTANDING

Mr. D.C. Curtis
General Chairman
CCROU (BLE)
Suite 270
11012 MacLeod Trail
Calgary, Alberta
T2J 6A5

Mr. L.O. Schillaci
General Chairperson
CCROU (UTU)
Suite 500
706 7th Avenue SW
Calgary, Alberta
T2P 0Z1

Mr. R.S. McKenna
General Chairman
CCROU (BLE)
Unit 23A
80 Bradford Street
Barrie, Ontario
L4N 6S7

Mr. D.A. Warren
General Chairperson
CCROU (UTU)
Suite 32
695 Markham Road
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This will confirm our understanding developed during the Method of Pay negotiations regarding fixed mileages for assigned through freight and combination service. While a solution was not achieved during the aforementioned negotiations, the parties have agreed to meet during the closed period to further explore the possibility of establishing flat rates for these services.

Yours truly,

MG. DeGirolamo
A.V.P., Industrial Relations
Canadian Pacific Railway

G. Chehowy
Manager, Labour Relations
Canadian Pacific Railway

Letter Re: Internal Detour Agreements

Toronto, March 20, 1998

CCROU(BLE) West

LETTER OF UNDERSTANDING

Mr. D.C. Curtis
General Chairman
CCROU (BLE)
Suite 270
11012 MacLeod Trail
Calgary, Alberta
T2J 6A5

Mr. L.O. Schillaci
General Chairperson
CCROU (UTU)
Suite 500
706 7th Avenue SW
Calgary, Alberta
T2P 0Z1

Mr. R.S. McKenna
General Chairman
CCROU (BLE)
Unit 23A
80 Bradford Street
Barrie, Ontario
L4N 6S7

Mr. D.A. Warren
General Chairperson
CCROU (UTU)
Suite 32
695 Markham Road
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This has reference to the Internal Detour Agreement signed today between Canadian Pacific Railway and the Canadian Council of Railway Operating Unions.

Further to the aforementioned agreement, which provides a framework and ability to detour over alternate routes within CPR, both parties have consented to participate in joint discussion with officials from Canadian National North America and the CCROU (CNNA) with the intent of expanding the scope of this arrangement to include an ability to detour over specified corridors of our respective plants without the need for pilots.

Subject to reaching agreement with the CCROU, it is understood that this concept can be pursued with other Railway Companies.

Yours truly,

MG. DeGirolamo
A.V.P., Industrial Relations
Canadian Pacific Railway

G. Chehowy
Manager, Labour Relations
Canadian Pacific Railway

Letter Re: CANALERT '95

Toronto, March 20, 1998

CCROU(BLE) West

LETTER OF UNDERSTANDING

Mr. D.C. Curtis
General Chairman
CCROU (BLE)
Suite 270
11012 MacLeod Trail
Calgary, Alberta
T2J 6A5

Mr. R.S. McKenna
General Chairman
CCROU (BLE)
Unit 23A
80 Bradford Street
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Mr. L.O. Schillaci
General Chairperson
CCROU (UTU)
Suite 500
706 7th Avenue SW
Calgary, Alberta
T2P 0Z1

Mr. D.A. Warren
General Chairperson
CCROU (UTU)
Suite 32
695 Markham Road
Scarborough, Ontario
M1H 2A5

Dear Sirs:

This has reference to our discussions during the Method of Pay negotiations regarding the CANALERT'95 report and recommendations.

The Company has committed to operate a second CANALERT pilot project on the Brooks and Laggan Subdivisions, which will commence on or before May 1, 1997. Projected to extend for approximately ninety days, the purpose of this pilot is to refine the time-pooling concept used during the first phase of the CANALERT study. The solution must provide regular and predictable duty periods for running trades employees in unassigned service. When considered appropriate by the Company and the CCROU, time pools and other countermeasures recommended in the CANALERT'95 report, as noted below, will become subject to a staged implementation across the system.

Consistent with recommendations in the CANALERT'95 report, representatives of the Company and the CCROU will oversee development and implementation of the following additional countermeasures.

1. A life-style training program for running trades employees.
2. Development of a set of bunkhouse/resthouse and motel/hotel standards. These standards will provide guidance for future construction, renovation or contracting of such facilities.
3. A napping strategy that will ensure safety is not compromised.
4. Equip all lead locomotives in road service with a cab intercom connected to the radio transceiver, which will provide all train crew personnel with sound-attenuating headsets. The cab intercom will have an auxiliary input jack to which privately-owned cassette-recorders and/or compact disk players can be attached.
5. Rail Traffic Controllers, Crew Callers and Network Management Centre District Coordinators will be trained to understand the CANALERT'95 strategies and their role in these measures.

Yours truly,

MG. DeGirolamo
A.V.P., Industrial Relations
Canadian Pacific Railway

G. Chehowy
Manager, Labour Relations
Canadian Pacific Railway

Letter Re: Benefits (General), May 1999

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

Mr. D.C. Curtis
General Chairman
Canadian Council of Railway Operating Unions
Suite 309, 8989 Macleod Trail South
Calgary, Alberta T2H 0M2

Mr. L.O. Schillaci
General Chairperson
Canadian Council of Railway Operating Unions
Suite 500, 706 - 7th Avenue S.W.
Calgary, Alberta T2P 0Z1

Mr. R.S. McKenna
General Chairman
Canadian Council of Railway Operating Unions
Suite 309, 8989 Macleod Trail South
Calgary, Alberta T2H 0M2

Mr. D.A. Warren
General Chairperson
Canadian Council of Railway Operating Unions
Suite 32, 695 Markham Road
Scarborough, Ontario M1H 2A5

Dear Sirs:

This refers to our discussions during the current round of negotiations regarding "Benefit Booklets" and the CCROU's desire to develop an educational package on the running trades benefit program.

The Company is willing to update, print and provide each employee with a revised "Benefit Booklet" within six months of ratification of our (date) memorandum of settlement. Additionally, the Company will work with the CCROU to develop a presentation on employee benefits for the Council's internal use and/or for roll out meetings that will be held to review our revised collective agreements.

Yours truly,

Assistant Vice-president
Industrial Relations

cc: Mr. T.G. Hucker
Mr. J.W. Armstrong

LOCOMOTIVE ENGINEER TRAINING

I. Locomotive Engineer Training

- 1) A Trainman/Yardman must have at least two years of cumulative service in train or Yard service prior to commencing Locomotive Engineer Training.
- 2) Candidates selected for training for Locomotive Engineer will be paid the greater of 3800 miles per month at the Conductor's rate of pay or the individual's earnings for the past year. (1/52nd of working service) This rate will be applied to classroom, technical training, when operating as an additional employee and road service familiarization when not performed in conjunction with regular duties.
- 3) This rate will be paid bi-weekly, pro-rated on a daily basis during the classroom, technical, and practical one-on-one training when not working as an active conductor.
- 4) All requirements for qualified locomotive Engineers to occupy the position of Head End trainman will be removed from the agreements. Seniority will govern the placement of individuals.
- 5) Upon being selected for training, LE trainees shall be required to work in road service at their home terminal, including road or common Spareboards, when and where their seniority entitles them to do so.
- 6) Qualified Locomotive Engineers desiring to be trainers will indicate their desire to do so, in writing to the local Officers of the Company. Locomotive Engineers trainers will be required to take a "Coaching Clinic" which will be mutually developed by the Company and the Council. Such Locomotive Engineers will be compensated for attendance at this clinic at "other than MQ rates", or actual lost wages, whichever is greater.
- 7) Locomotive Engineers who have indicated their desire to act as trainers and who have successfully completed the Coaching Clinic will be used to provide training. This does not preclude the Company from designating trainers, if necessary, as provided by collective agreement.
- 8) Instructors will receive the monetary equivalent of two hours pay, per tour of duty or yard shift when providing training.
- 9) Upon completion of the initial classroom and technical portion of the Locomotive Engineer Training program trainees whose seniority permits them to hold work as a Conductor at their respective home terminal, will return to that position. They will perform the duties of the Conductor and when those duties permit, and they are working with a qualified trainer, they will receive on the job training to become qualified as a Locomotive Engineer. The Company, in consultation with the Council, will identify subdivisions or subdivision runs upon which it is impractical to provide On the Job Training (OJT).
- 10) When seniority doesn't permit a trainee to hold work as a spare or regularly assigned Conductor at their respective terminal, as outlined in item 5 , when required they will train as an additional employee in the locomotive and will be compensated at a rate established in the same manner as item 2 above.
- 11) Notwithstanding the provisions of this clause, the Company reserves the right to train locomotive engineers on a one-to-one basis at its discretion.
- 12) Locomotive Engineer Training and Qualification will be performed in the following manner:
 - a) Once accepted, the Company shall establish the schedules for trainees in accordance with the following:
 - b) Upon successful completion of initial mechanical and rules training, the trainee will receive two weeks of one-on-one instruction by a qualified Locomotive Engineer Instructor for locomotive operation and orientation in either Yard, Assigned or Unassigned road service.
 - c) On the job training will occur while the employee is performing the duties of a Conductor.

- d) Final qualification must be by the appropriate Company Officer. Locomotive Engineer Trainees may have up to two months one-on-one training in the application of items 13) and 14) below.

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
Mechanical & Rules Instruction	2 Week 1-0n-1 Training	Working On the Job Training with a Qualified Locomotive Engineer Instructor (max 18 months)	Mechanical & Rules Instruction	Qualification as Locomotive Engineer including unique training where applicable	Familiarization /Qualification on other primary runs	Qualified as a Locomotive Engineer

Note: Employees who participate in OJT training in Phase 3 as outlined in this article will, upon the commencement of phase 4, be provided with a on time bonus payment of \$1,000.00.

- 13) Unique training requirements necessitated by extensive grades and extremely heavy and/or sensitive switching will result in “location/activity” specific one-on-one training prior to attempting qualification. Such time to form part of the two months noted in I-12 (d). Local management and union representatives to identify unique requirements on a terminal by terminal basis.
- 14) Time spent on familiarization and qualification on other than primary runs to form part of the two months noted in I-12 (d).
- 15) Locomotive Engineer trainees shall not be permitted nor required to work as a Locomotive Engineer until qualified.

Letter Re: Advanced Locomotive Engineer Training, November 2004

November 13, 2004

Mr. T.G. Hucker
Vice President & National Legislative Representative
Teamsters Canada Rail Conference
150 Rue Metcalfe Street, Suite 1401
Ottawa, ON K2P 1P1

Dear Sir:

This pertains to our discussions during the current round of collective bargaining regarding your desire to have input in the development of an advanced Locomotive Engineer Training Program for employees already qualified as Locomotive Engineers.

This is to confirm the Company's commitment to provide an opportunity for input in the development of this program. Upon ratification of this agreement, the Training Department will contact the offices of the Locomotive Engineer Committees to make arrangements for gathering input.

Yours truly,

M.G. DeGirolamo
Assistant Vice-President

II. Locomotive Engineer Extra Board

A "Locomotive Engineer Extra Board" will be established for the calling of qualified Locomotive Engineers, who are not working as such, under the following conditions:

- 1) Employees from the "Locomotive Engineer Extra Board" will only be called to service when all other existing avenues of providing relief from the ranks of working Locomotive Engineers has been exhausted.
- 2) Qualified employees not holding regular positions of Locomotive Engineer who desire to perform work on a single trip basis will indicate their desire to do so in writing at each general advertisements of assignment or immediately when they are no longer able to hold the position of Locomotive Engineer, and they will take such work when called.
- 3) The initial placement on the "Locomotive Engineer Extra Board" will be by seniority and thereafter will work on a first-in, first-out basis.
- 4) A qualified Locomotive Engineer who is first out and not available for service when called will be placed at the bottom of the Locomotive Engineer Extra Board and not subject to call as an engineer for 12 hours.
- 5) Miles earned when called from the "Locomotive Engineer Extra Board" are chargeable miles in the same manner as for any other trip for the purpose of calculating an individual's maximum monthly mileages and for any guarantee earnings but will not be added to Trainman/Conductor's pools or Spareboard for the purpose of regulating their size.
- 6) If the "Locomotive Engineer Extra Board" is exhausted, qualified Locomotive Engineers not working as such will be called in inverse order of seniority.
- 7) If it becomes necessary to withhold a qualified Locomotive Engineer not working as such from their regular position in order to protect work as a Locomotive Engineer for an *ad hoc* trip, they will be paid not less than the earnings they would have made on their regular position, whether or not they are used. Payments made under the provision of this clause will be used to make up any guarantee to which an employee may be entitled. Earnings, converted to miles, are chargeable for the purpose of calculating an individual's maximum monthly mileage.

NOTE: The preceding Items I and II amend Appendix A-3, UTU Western Lines Agreement and A-5 UTU Eastern Lines Agreement.

III. Training for promotion to Conductor/Yard Foreman and Payment for Trainers

- 1) The Company agrees to a closed period commitment to form a committee comprised of representatives of the Council and the Company to thoroughly review the present training program with a view to make recommendations for improvements. This commitment is to include a requirement for the committee to be formed within 90 days of the date of signing of the updated collective agreement and to have a time limit for which the recommendations are to be made.
- 2) The Company agrees to the Union's proposal to discuss further the need for refresher trips for Conductor/Yard Foremen who have been laid off for some period of time.
- 3) The Company will apply any general wage increases to training allowances.

IV. Minimum Qualification Training & Examination

- 1) Pay for missed trip account MTOD / Rest following last class
Assigned Service Employees
 - shall be entitled to book 12 hours rest upon completion of training, being entitled to pay for any lost wages on other than the last day of training

Employees required to take MQ at a location other than their home terminal shall be

- entitled to book 12 hours rest upon arrival at their home location, being entitled to pay for any lost wages on other than the last day of training/travel.

Unassigned Service Employees

• shall be entitled to book 24 hours rest upon completion of training, holding one's turn
Employees required to train at a location other than their home terminal shall be

- entitled to book 24 hours rest upon arrival at their home location, holding their turn
- 2) Accommodation for employees on MQ training will be provided as per the current provision of the collective agreement.
 - 3) The Company is prepared to provide at least 90 days advance notice of certification expiration. Such notice would not relieve individual responsibility to maintain current accreditation.
 - 4) Any general wage percentage increase will be applied to the MQ rates.
 - 5) The Company is prepared to amend the agreement to reflect meal allowances of \$20 where cooking facilities are provided and \$30 where no cooking facilities are provided.

V. Payment to Trainees

- 1) Existing allowances will be increased by the percentage ultimately agreed upon for general wage increases.
- 2) The one-week hold back as provided in Article 33(d) West, and Article 34(d) East will be eliminated.
- 3) Local Union Representatives and Local Company Managers will address new employees, for up to 4 hours duration, with respect to employees' rights and obligations. The Company will pay Union representatives for their attendance at these presentations, which shall be jointly developed and delivered. Additionally, Union Health and Safety Representatives may also make a presentation to the Trainee Class for up to 4 hours duration. Company will pay these representatives to address the class and these sessions will be attended by management representatives.

VI. Yardmasters

- 1) The Company agrees that this issue be set over to the closed period of the contract where a committee made up of representatives of the Council and the Company will be formed within 90 days of the signing of the updated collective agreement to review the present programs at various terminals where yardmasters are employed. Such committee will make recommendations on forming an agreement to deal with a comprehensive training package for yardmasters. A time limit is to be set for the completion of this work.

VII. Familiarization Trips

- 1) Unless previously familiarized, employees forced or transferring between terminals, or between Yard and Road services, will be given an adequate amount of familiarization at the Company's expense.
- 2) Where an employee is forced from one terminal to another, they will receive payment for familiarization tours of duty on the basis of the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g. Conductor, Yard Foreman, Locomotive Engineer, etc., but will not be entitled to any Conductor Only premiums when working with Conductor only crew; shift differentials when working with yard crews; or other arbitrary payments to which the crew with whom they are working would be entitled to for the tour of duty.

- 3) Where an employee has voluntarily transferred through the exercise of their seniority and they require familiarization with the new territory, they will receive payment for familiarization tours of duty on the basis of a minimum day for the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g. Conductor, Yard Foreman, Locomotive Engineer, etc.
- 4) Local Company and CCROU representatives shall meet to determine appropriate levels of familiarization on runs and yard assignments at each individual terminal. The Local Company officer shall make the final determination.
- 5) In any case, unless previously familiarized, any employee forced or transferring between terminals will be required to make a minimum of one round trip in assigned or unassigned service for which they are regularly subject to call. Payment for this trip will be in accordance with b) and c) above.
- 6) Should an employee consider themselves to be capable of safely working in the new territory without having made the requisite number of tours of duty as determined in d) above, they may request to be qualified by a company officer. Qualifying trips will be paid on the basis of the actual tour of duty being performed, including all applicable rates and conditions. If employees fail to qualify, they will be required to complete the requisite tours of duty as outlined in d) above and will be compensated in accordance with b) or c) above.
- 7) Employees transferring into yard service where RCLS technology is in use, must have completed a complete training program in RCLS technology before they can be considered qualified to operate belt packs. Such training may have been taken at another location, in which case the employee would be required to take the requisite number of tours of duty as determined in d) above before being considered to be familiar unless they have invoked the provisions of f) above.

Changes to Archived Collective Agreement Language	
Preamble	References to bargaining agent changed to reflect TCRC. Language changed to bring in other memoranda of settlement and the reference to page numbers being from the old agreement was deleted.
Table of Contents	Added to document and made interactive through MS Word.
Article 1	Rates changed and the format was changed as well.
Article 4	Letter archived given title of “Condition of Rest houses and Yardmen’s Lunch Rooms”
Article 5	Letters attached given titles.
Article 12A	Numbering altered from original, which was missing (a). Numbering went from (1) and (2) to (b).
Article 21	Deleted as per the MOS 2003-2006
Article 25	Letter given title.
Article 27	Letters given titles.
Miscellaneous Letters	Heading added
Letter of November 16, 1992 re amending benefit plans	Deleted as benefit plans are now individually negotiated and language in letter is no longer applicable.
Letter of July 14, 1995 re consolidated agreement	Deleted as new letter re consolidating the collective agreement was agreed upon in latest round of bargaining and is included in main agreement.
Letter of July 14, 1995 re seniority integration	Deleted as seniority integration agreements arrived at in latest round of bargaining
Letter of Understanding dated March 19, 1998 re TCS	Deleted as new letter from latest round of bargaining deals with TCS and alternatives making the language in this letter redundant.
Letter of Understanding dated March 19, 1998 re appeal of Basic Weekly Pay calculation	Deleted as the time for the appeal process has passed and therefore the language in the letter is redundant.
Letter #3 re Kawartha Lakes	Deleted as no application in Western Canada
Locomotive Engineer Training, item #8	Amended to reflect change in trainer rate as the monetary equivalent of two hours pay versus fixed rate of pay from the past. MOS 2005.
Locomotive Engineer Training chart	Amended to reflect changes from MOS 2005.
Letter Re Advanced Locomotive Engineer Training, November 2004	Added to end of LE Training agreement.
Appendix B Investigations and Discipline	Deleted as the information contained in Appendix B was integrated into the main collective agreement.