

COLLECTIVE AGREEMENT
BETWEEN
ONTARIO NORTHLAND RAILWAY
AND
UNITED TRANSPORTATION UNION (T)
GOVERNING THE SERVICES OF
TRAINMEN AND YARDMEN

REVISED TO APRIL 1, 1989

Ontario Northland

Revisions to U.T.U.(T) Collective Agreement

May 1987

Article

14.2

34.5

40.1

44.13(h)

53A

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Duration

**Ontario Northland
Revisions To U.T.U. (T) Collective Agreement
February 1986**

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PREAMBLE

- 1.** No ruling will be made by an officer of the railway changing any generally accepted interpretation of any article or rule of this schedule without first having discussed the matter with the General Chairman. A copy of the rules will be furnished to the General Chairman.
- 2.** No local arrangements or rules which conflict with the generally accepted interpretation of the provisions of this agreement will be entered into unless first approved by the General Chairman affected and the proper officer of the railway.
- 3.** The word "Trainmen" as used in this agreement applies to conductors, baggagemen, brakemen and flagmen.
- 4.** The word "Yardmen" as used in this agreement applies to yard foremen and yard helpers.
- 5.** The use of the masculine gender in this agreement includes the feminine.

ARTICLE 1

Passenger Service

1.1 Rates of Pay

(a) The rates of pay for passenger trainmen on trains propelled by steam or other motive power shall be as shown in Article 99.1 (a).

(b) Extra service may be required sufficient to make up the monthly guarantees, and may be made between regular trips, on lay-off days, or before or after completion of the trip. If extra service is made between trips, which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after completion of a day's work will pay not less than the minimum day.

(c) Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

(d) Trainmen used as assistant conductors will be paid at passenger conductors' rate of pay.

1.2 Basic Day

(a) One hundred and fifty miles or less (straight-away or turn-around) shall constitute a day's work. Miles in excess of one hundred and fifty will be paid for at the mileage rates provided.

(b) A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceeds the daily minimum.

1.3 Overtime

(a) Passenger trainmen on short turnaround runs, no single trip of which exceeds eighty miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight hours (computed on each run from the time required to report for duty until end of that run) within nine consecutive hours, computed continuously from time first required to report to the **final** release at the end of the last run. Time shall be counted as a continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This article applies regardless of mileage made.

(b) Trainmen on other passenger runs shall be paid overtime on a speed basis of **20** miles per hour, computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when a minimum day is paid for the service performed overtime shall not accrue until the expiration of seven hours and thirty minutes from time of first reporting for duty.

(c) Overtime in all passenger service shall be computed for each employee on the basis of actual overtime worked, or held for duty, at the rates shown in Article **99.1(b)**.

EXAMPLES OF OVERTIME ARTICLE 1.3

1. A passenger crew is in short turnaround service making several turns from **700** hours to **1700** hours and is relieved for a period in excess of one hour during the first nine hours of duty.

The one hour is deducted from nine hours and the crew is entitled to one hour's overtime.

2. A passenger crew is in short turnaround service from **0800** hours to **2000** hours, is relieved during this period several times for a few minutes - **10, 15, 25** and in one case **59** minutes, but due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and crew is entitled to four hours overtime.

3.(a) A crew is in short turnaround passenger service. The day begins at **0600** hours, crew is relieved at **0900** hours, again goes on duty at **1500** hours, and is finally relieved at **2000** hours.

The crew is on duty or held for duty three hours in the first nine consecutive hours between **0600** hours and **1500** hours, therefore, no overtime accrues under the 8 within 9 hour provision: crew is entitled to five hours overtime for the period from **1500** hours to **2000** hours.

(b) For some reason on a given day this crew is kept on duty in its regular assignment from **0600** hours to **1430** hours and again goes on duty at **1531** hours, finally relieved at **2005** hours.

This crew has made 8 hours and **30** minutes or **30** minutes overtime in the first nine consecutive hours; in addition to this has made five hours and five minutes overtime after the expiration of the first nine hours (**1500** hours) for a total of **30** minutes, plus five hours and five minutes, equalling five hours and **35** minutes overtime for the trip.

4. A crew is on duty from **0700** hours to **1530** hours, resumes duty at **1800** hours and is relieved at **1900** hours.

Crew is on duty 8 hours and **30** minutes within the first 9 hour period, producing **30** minutes over-

time in this period. Time in excess of 9 hours (**1600 to 1900**) 3 hours, making a total of 3 hours and **30** minutes overtime.

5. A crew is on duty from **0600** hours to **1200** hours; resumes duty at **1330** hours and is relieved at **1900** hours.

The crew is on duty 7 hours and **30** minutes within the first 9 hour period, therefore no overtime accrues under the 8 within 9 hour provision. Time in excess of 9 consecutive hours is 4 hours, making a total of 4 hours overtime.

6. A crew arrives at turning point at **say 1200** hours, leaves at **1329** hours but is required to report for duty **30** minutes before departure of train, they would be entitled to continuous time as the interval of release from duty would be less than one hour.

1.4 Assignments, How Paid

(a) Turnaround run assignments over **80** miles one way will be paid continuous time from time coming on duty for initial trip until relieved at initial terminal, or the Railway may elect to pay a minimum day's pay in each direction provided each day's work is paid for on the same basis, excepting however, that the Railway will not be required to pay continuous time for week-end layover but may in such cases pay minimum day's pay each way Saturday and Monday.

(b) Crews running between two points (not over **150** miles one way) required to double the road in any one day's work and single the road in another day's work will be paid continuous time for the day's work when doubling the road and minimum day's pay in each direction for the day's work when only a single trip is made. Turnaround trips will in all such cases be out of the same terminal. In advertising

such assignments, it will be indicated which train will be paid for as turnaround and which at minimum day's pay.

(c) A passenger crew operating a turnaround run of 150 miles or over one way shall be paid on the basis of two separate days, going trip being completed on arrival at the turning point.

1.5 Passenger Terminal Detention

(a) Passenger Trainmen will be paid initial terminal detention for all time required to be on duty prior to the time train is ordered to leave, and also for all time held at terminal until train actually leaves terminal.

(b) Passenger Trainmen held at Terminal points after the arrival of train has been registered shall be paid for such time at overtime rates.

(c) When a train making an objective terminal is held out of such terminal at semaphore, yard limit board, or behind another train similarly delayed, on account of yard being congested, or other conditions exist which make it impossible for the train to be taken in promptly, the crew shall be paid overtime at road rates from the time first stopped until finally released from duty.

(d) Terminal time will be paid on the minute basis, each three minutes to count as one mile.

(e) Time paid as terminal time may be used to make up the minimum day.

(f) Time paid as terminal time will not be included when computing road overtime.

1.6 Placing or Putting Train Away

Passenger train crews at terminals will be paid a minimum of one hour at through freight rates when

required to put away train on completion of **trip** and a minimum of one hour at through freight rates when required to place train at station before commencement of trip. This provision not to apply to trains not making their daily minimum mileage.

1.7 Handling Freight Cars

Passenger crews when handling a freight car, or cars, (not express) **enroute**, will be paid through freight rates for the actual mileage with such car or cars.

1.8 Extra Passenger Service

(a) A passenger crew used in extra passenger service, as per-Article **1.9**, will be returned to the original terminal deadhead on first available train, or with **light** engine and van, or suitable car, unless required to be held for return passenger movement, and will not be required to handle freight cars. When crews are returned deadhead or with lightengine and van or other **suitable** car **Article 2.13(a)** will not apply.

(b) A trainman used as Extra or Second Man on a passenger train **will** be returned deadhead on first available train, unless required to work back on another passenger train within **16** hours of his arrival. If held more than **12** hours Article **18** will apply.

1.9 Extra Mileage

Passenger trainmen making extra mileage on other than their assigned trips, on their assigned runs, will be paid through freight rates, except when turned **between** subdivisional terminal points, in which case they will be paid their passenger rates.

1.10 Freight Trainmen Running Passenger

(a) Trainmen regularly assigned to freight or yard service called for passenger service, except as Conductors and/or Assistant Conductors, will be paid through freight rates.

(b) Trainmen used as assistant conductors will be paid at passenger conductors' rate of pay.

(c) North Bay and **Englehart** spareboards will protect all passenger work out of their respective terminals. When spareboard employees are used in passenger service they will be paid passenger rates.

In cases where spare men are called simultaneously, the following procedure will govern:

1. Baggage man
2. Brakeman
3. Flagman
4. Other

(d) A passenger trainman used in extra service to complete a freight crew in the manning of a section of a regular train or an extra passenger train will be paid on the basis and at rates applicable to trainmen of the crew of which he becomes a member while engaged on such trains.

(e) When crews are returned to other than original point or terminal of going on duty, the company will provide free transportation between the two named points.

1.11 Accommodation for Passenger Trainmen

Suitable accommodation will be provided for passenger trainmen required to lay over at turn around points.

1.12 Pay for Handling Mail - See Article 99.6

1.13 Reduction in Crews or Increases in Mileage

(a) Reductions in crews or increases in mileage in passenger service, from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing herein is understood to prevent adjustment of runs in

short turnaround or suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended, or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number.

(b) Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay, and this added mileage is not to be construed as "Increase in Mileage" within the meaning of this Article 1 .13.

1 .14 Uniforms

(a) Trainmen regularly assigned to passenger or mixed train service and required to wear uniforms, will be supplied with uniform free of cost to them.

-(b) Trainmen assigned to regular passenger service, who are entitled to, and follow, such service permanently, will be supplied with a summer uniform immediately prior to May 1st, and a winter uniform prior to October 1st, each year. and a general change to all affected from summer to winter uniform and vice versa will be made on these dates.

(c) Spare passenger trainmen will be supplied with new uniform as required.

(d) Other trainmen who are liable to be used in passenger service, and who wish to equip themselves for such service, may obtain uniform on application. Replacements will only be authorized as required, dependent on the condition of the old uniform and the previous service performed in which the wearing of a uniform was necessary. Men who fail to secure uniforms under this arrangement will not be considered as available for passenger service and may be run around in manning passenger service, and when so run around are not entitled to mileage referred to in Article 17.

(e) Instructions with regard to uniform dress will be issued by the company and will be adhered to by the employees concerned.

(f) The following instructions will be adhered to with respect to use of service bars and stars, in recognition of years of service.

One bar for each five years of service, to conform with buttons of uniform i.e. gold or silver. Bars to be placed three inches from end of left sleeve, and when more than one bar shown, they must be one quarter inch apart. Bars to be removable so that they may readily be changed when uniforms are changed or renewed.

25 years of service - 5 bars

30 years of service - 5 bars and 1 star to be shown over centre bar.

35 years of service - 5 bars with star over second bar starting from the left, and star over fourth bar from left.

40 years of service - 5 bars with star over second and fourth bars and star over centre bar above other two.

45 years of service - 5 bars with star between and above first and second bars; star over centre bar; star between and above fourth and fifth bars; star over one above centre bar.

50 years of service - same as above except additional fifth star added above to form triangle.

The railway will supply the service bars and stars. The employees are responsible for their safekeeping, and transfer from old to new uniforms, and same must be regarded as standard application and worn by those qualified.

1.15 Trainmen on trains **187-288** when required to pick up or set off passenger coaches and/or locomotives in the North Bay yard will be allowed thirty minutes for such work in addition to their regular earnings for the trip.

1.16 Spare crews handling trains consisting exclusively of deadhead passenger equipment shall be compensated at rates of pay under rules **ap plicable** to passenger service.

ARTICLE 2

Freight Service

2.1 Rates of Pay

(a) The pay in through, irregular, pusher, helper, work, wreck. construction, snow **plow** and circus trains shall be as shown in Article **99.2** (a).

(b) The pay in wayfreight service shall be shown in Article **99.2** (b).

(c) Runs of **100** miles or less, eight hours or less, either straightaway or turnaround, shall, except as otherwise provided in Article 2.13 (d) be paid as 100 miles.

(d) Basic rates in all train service other than passenger shall be increased according to the maximum number of cars including van, hauled in trains at any one time on a road trip anywhere between initial starting point and point of final release, as shown in Article 99.7 on the following basis:

61-80 cars - differential

add the same differential for each block of 20 cars or portion thereof.

2.2 Basic Day and Overtime

(a) In all classes of service, other than passenger, trainmen's time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty at terminal.

(b) In all road service, except passenger service 100 miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(c) On runs of 100 miles or less, overtime will begin at the expiration of eight hours: on runs over 100 miles overtime will begin when the time on duty exceeds the miles run divided by $12 \frac{1}{2}$. Overtime shall be paid for on the minute basis at a rate per hour of $\frac{3}{16}$ of the daily rate (equivalent to $18\frac{3}{4}$ miles per hour).

(d) In through freight, extra passenger and work service turnaround runs 100 miles or more in each direction shall be paid as separate trips, outbound trips being completed on arrival at turning point.

2.3 Guarantee in Assigned Service

(a) Regular assignments may be established in through freight, wayfreight, wreck, work and con-

struction service to operate in accordance with the requirements of the service provided that trainmen on such assignments are guaranteed **3,000** miles per month. The guarantee shall be reduced by **100** miles for each general holiday occurring in any month. If through act of Providence, it is impossible to perform regular service, guarantee does not apply.

(b) Crews may be used in other service to **complete** the guarantee when, for any reason their assignment is discontinued. When so used, they shall be paid at the rates applicable to the service performed subject to a minimum allowance for each day used equal to the daily earnings of their regular assignment.

2.4 (a) Combination Service

Trainmen performing more than one class of road service in a day or trip, will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

(b) Composite Service

When a trainman is engaged during a trip or day's work partly as a conductor and partly as a brakeman or baggageman, he will be paid for the entire service at the rate of pay of the highest rated occupation in which he was engaged.

2.5 Initial Terminal Time

(a) **Initial** terminal time will be paid for on the minute basis at pro rata rate (each **4.8** minutes to count as one mile), computed from the time required to report for duty until engine passes outer switch (i.e. main track switch connecting with the yard track) of the yard in which the train originated with the following exceptions:

(1) At terminals where there is a series of yards, when trains pick up or set out a car or cars, or perform switching in a yard in the terminal after leaving the yard in which the train originated, the initial terminal time will cease at the time the engine passes the outer switch of the last yard in the terminal.

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

(b) Time paid as initial terminal time will be deducted in computing overtime, and may be used to make up the basic day.

(c) This Article 2.5 does not apply to work or construction service on which initial terminal time will be included in time for computing overtime under Article 2.2.

2.6 Final Terminal Time

(a) Final Terminal time will be paid for on the minute basis at pro rata rate (each 4.8 minutes to count as one mile), computed from the time engine reaches designated main track switch connecting with the yard track, provided however that:

(1) Trainmen on overtime on arrival at the point where final terminal time begins will be paid final terminal time until crew is released from duty at a rate per hour of three-sixteenths of the daily rate.

(2) Trainmen not on overtime on arrival at the point where final terminal time begins but the overtime period commences before crew is released from duty will be paid final terminal time at a rate per hour of ~~one~~ one-eighth of the daily rate up to the time when

overtime commences, and at a rate per hour of **three-sixteenths** of the daily rate thereafter until released from duty. The overtime period commences when the time on duty (computed from time initial terminal time ceases) exceeds the miles run divided by twelve and one-half.

(b) Should train be delayed at semaphore, yard limit board or behind another train similarly delayed, time shall be computed from the time the engine reaches that point until the time the Conductor registers off duty, but should the crew be held on duty thereafter to perform service in connection with their own train, or terminal switching, (full crew to be used) the terminal time will be extended to include the time so occupied provided that:

(c) At terminals where there is a series of yards when a car or cars are picked up or set out or switching is performed in yards prior to reaching the yard to which train is destined final terminal time will be computed from the time engine reaches the designated main track switch connecting with the yard track of the first yard in the terminal.

And

(d) At terminals where there is a series of yards, when a train is ordered to go beyond the yard in which the train is usually yarded, the terminal time will be computed from the time train reaches the designated main track switch connecting with the yard track of the yard in which the train is usually yarded, unless the crew has been advised prior to arrival within twenty-five miles of the terminal that the yard of destination has been changed.

And

(e) When the passenger station is the destination of the train, and no car is picked up or set out in the

yard at the final terminal before arriving at the passenger station, final terminal time will be computed from the time of arrival at passenger station.

(f) Time paid as final terminal time will be deducted in computing overtime under Article 2.2.

(g) This Article 2.6 will apply to work or construction service on turnaround runs of one hundred miles or more in each direction, but will not apply to other work or construction service on which final terminal time will be included in time for computing overtime under Article 2.2

2.7 Trip Mileage

(a) When initial and final terminal time are payable under this Article, the trip mileage will be computed from the point where final terminal time begins and will include all miles run between such points.

(b) When initial and final terminal time are not payable under this Article, the trip mileage will include the miles run in the initial and final terminals.

2.8 Through Freight Rates

(a) Through freight rates will be paid and through freight conditions will apply to trainmen in the following instances:

(i) Trainmen running with light engine or with engine and caboose.

(ii) Trainmen running with sperry car which does not test between initial and final terminals.

(iii) Trainmen running in snow service with plow only.

(b) The payment of through freight rates and conditions means that initial and final terminal time are payable and that the trip mileage is computed from the point where initial terminal times ceases to the

point where final terminal time begins and will include all miles run between such points subject to Articles 2.5 and 2.6.

2.9 Switching at Terminals

(a) Pro rata class rates per hour will be paid for time occupied in switching at initial and final terminals, not less than three of the train crew being used.

(b) In yards where yard crews are employed, trainmen will not be required to do switching outside of their own trains. except to place cars of stock or perishables.

(c) Trainmen ordered for switching service at points where **yardmen** are not employed, or trainmen on assignments where yard rates are now in effect, will be paid at rates and overtime conditions applicable to yard service.

(d) Trainmen ordered for train service required to perform five or more hours switching at initial or final terminal, where **yardmen** are not employed, will be paid for time so occupied at yard rates, and if time occupied exceeds eight hours, yard overtime conditions will apply. The time so paid will be deducted in computing overtime and, at the initial terminal, may be used to the extent necessary to make up the basic day (each 4.8 minutes to count as one mile).

2.10 Conversion Rule

(a) Trainmen on through freight and mixed trains, required to load and unload wayfreight or Railway's material or switch enroute, i.e., station switching (moving from one siding to another or spotting a car (or cars) not handled in their own train) or switching (as hereinafter defined) in setting out and or picking up a car (or cars) handled in their own train, will (unless through freight basis including time allowa-

ble at overtime rate for the trip amounts to more) be paid at wayfreight rates for time so occupied. time so paid not to be included in computing overtime but may be used to the extent necessary to make up the minimum day and pay not to be in excess of way-freight rates for the full trip.

In calculating time engaged in performing the work referred to under this rule, it is understood that the time will be continuous from the time such work is first started until it is finally completed.

(b) Through freight or mixed train Trainmen making more than five stops to take on or set out a car (or cars) or who make more than ten switches enroute, or a combination of seven movements of such service, will be paid way-freight rates for the trip.

(i) At points where a STOP as above is counted, any SWITCHES made should not be counted, and vice versa.

(ii) Switching enroute does not include switching at terminals before departure or after arrival of train.

(iii) Stops and switches to set out bad order cars shall not be counted in applying this article.

2.11 Way Freight Handling

(a) The Railway will arrange their wayfreight train service to avoid the handling of shed freight at night or on Sundays. No way-freight will be started before 0400 hours or later than 1200 hours, and trainmen will be permitted to discontinue the handling of shed freight after 2000 hours.

(b) Trainmen will not be required to put freight in warehouses or sheds, except in cases of stress of weather, perishable freight, or an exceptional heavy piece. At points where freight is handled directly

between cars and warehouse, also where there are no Agents and shelter is provided, freight will be housed.

2.12 Doubleheading

(a) Regular wayfreight trains will not be **doub-
leheaded** except:

(1) Where there is but one freight train each way **daily, and**

(2) In cases of storms in which event the tonnage will not exceed the rating of the largest engine attached.

(b) The practice of double heading through freight trains over entire sub-divisions will not be followed to any great extent in the future than has been in the past. Assistance by double-heading however, may be provided **over** branch line sub-division where the tonnage rating on such branch lines is lower than the tonnage rating on the main track sub-division from which the branch line springs.

2.13 Unassigned Service

(a) Unassigned crews will run first-in, first-out of the terminals on their respective subdivisions except as otherwise provided in this article.

(b) Trainmen in unassigned and irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of **100** miles for a day, provided:

(1) that the mileage of all the trips does not exceed **120** miles:

(2) that the distance run from the terminal to the turning point does not exceed **30** miles; and

(3) that the trainmen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to first in - first out rule or practice.

(c) An unassigned crew which has come on duty in turn will remain with the train called for even though another crew comes on duty later and gets out of the terminal first. The first crew called will not be considered "run around" under these circumstances. This provision has been adopted as an operating convenience under certain circumstances and is not designed to circumvent the requirements of Article 17.

(d) When regular passenger train assignments extend over more than one subdivision and unassigned trainmen are required to augment the assigned crew, such men may be used through an intermediate terminal in the same manner as the assigned crew.

2.14 Left Blank

2.15 Light Running

Trainmen running with light engine or with engine and van will be paid through freight rates.

2.16 First Crew to Deadhead

When a deadhead crew is required, the first crew out will be called to deadhead, and will hold its turn out at the distant terminal.

2.17 Actual Mileage Run will be allowed to Trainmen,

(a) Taken from trains on the road to assist other trains.

(b) Doubling grades,

(c) Running for supply of fuel or water,

- (d) When run more than one mile off the main line.
- (e) For plowing and flanging side tracks, such mileage to be added to the road mileage and allowed all members of the train crew.

2.18 Held for Duty as Conductor

A trainman liable for service as conductor may be held off his/her assignment to meet the requirements of the service when it is necessary to take action to ensure that such trainman will be available two hours prior to the time required to report as conductor. When so held and used he/she shall be paid not less than the earnings he/she would have made on his/her assignment.

If held and not used, he/she will be paid the earnings of his/hers assignment.

2.19 (a) Trainmen in any class of road service other than those specified in Article 13.3 are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of this Article.

(b) Trainmen will report for work at the home terminal or the away-from-home terminal suitably prepared, with sufficient food so that, except as otherwise provided by Article 2.20 the first meal is taken on the train without incurring delay to the train. Entitlement to a second meal shall arise only under the conditions set out in Article 2.21

(c) In the application of this Article, where the words "supervisory employee" appears, they shall mean:

- (i) at the initial or final terminal, the Yard Coordinator or proper company officer where such are employed at that location; or
- (ii) in all other cases, the Train Dispatcher.

2.20 (a) At the initial terminal of their run, Trainmen shall have the option of using an available eating facility after 4 hours on duty. This does not preclude the supervisory employee from instructing the Trainmen to take the opportunity to use an eating facility, if he so desires, after 3 hours on duty. Trainmen declining such opportunity will be deemed to have foregone the entitlement to use an eating facility at the initial terminal.

(b) When Trainmen exercise the option to use an eating facility after 4 hours on duty, and the time taken in doing so exceeds 40 minutes, all time in excess of 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Article 30. Time shall be calculated from the time transportation is made available to the Trainmen. This Clause (b) shall only apply in instances when the train is delayed solely as a result of the Trainmen using an eating facility.

(c) Except as otherwise provided by this Article 2.20 the first meal will consist of food carried for that purpose and this first meal will be taken without incurring delay to the train.

2.21 (a) Trainmen will be afforded the opportunity for a second meal provided that they have been on duty at least 9 hours. The time for fixing the beginning of assignments for the purpose of a second meal is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties,

(b) Trainmen desiring a second meal must provide the supervisory employee with sufficient advance notice; in no case less than one hour. The supervisory employee may instruct the Trainmen to take the opportunity for a second meal prior to the expiration of 9 hours in instances where the train is delayed

or is subject to delay. Trainmen declining such opportunity will be deemed to have foregone the entitlement to a second meal during their tour of duty.

(c) Trainmen who, pursuant to Article 2.20, have utilized an eating facility at the initial terminal or were afforded the opportunity to do so, will not be permitted to stop, on the basis that they will have retained the food intended for consumption on the road. Thus, any second meal during the tour of duty will become their first meal on the road and will be taken in accordance with the provisions of Article 2.20(c).

(d) All members of the train and engine crew will take the opportunity for a second meal as a unit with the minimum time necessary to obtain the meal. Train and engine crews deadheading will take the opportunity for a meal as a unit at the same time as the working crew.

(e) If over 40 minutes is taken to obtain a second meal, all time over 40 minutes shall be excluded from the 10 hours or more on duty, or the 11 hours or more on duty, as the case may be, in the application of Article 30.

2.22 (a) Provided that they have been on duty at least 9 hours, Trainmen will be afforded the opportunity for their second meal at the final terminal of their run when time occupied in yarding the train at the objective terminal will occupy more than 1 hour.

Note: In the application of this Article 2.22(a) Trainmen, still in the process of yarding their train at the expiration of the 1 hour, may be instructed to complete the yarding of their train. In such cases, they will be paid, over and above any final terminal time earned, an allowance of 40 minutes at the rate of service performed for which a maximum of 40 minutes work may be required before Trainmen will be allowed to eat.

(b) This second meal will be taken in accordance with the provisions of Article 2.21 except that a notice period of less than one hour may be sufficient.

(c) When time taken to obtain a meal at the final terminal occupies 40 minutes or less, no deduction will be made; if over 40 minutes is occupied, all time in excess of 40 minutes will be deducted from final terminal time.

2.23 (a) When Trainmen are allowed to use an eating facility, the company will provide or arrange transportation to a facility at that location. Trainmen will be reimbursed for **authorized** transportation expenses. Claims for such expenses must be submitted on Form 1320 accompanied by receipts.

(b) The company may designate the eating facility to be utilized.

2.24 Early Report or Late Release

Trainmen required to report for duty prior to the starting time of the crew as a unit, or required to remain on duty after the crew as a unit has been released from duty, to perform special service such as accompanying locomotive to or from the round-house, will be paid for such excess time so occupied on the minute basis (each 4.8 minutes to count as one mile, with a minimum of three miles), and such time will not be included in computing overtime nor will it be used to make up the basic day.

ARTICLE 3

Yard Service

3.1 Rates of pay in yard service shall be as shown in Articles 99.3 and 99.4.

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

3.3 Forty Hour Week

(a) Work Week

Unless otherwise provided in this Article a work week of forty hours, consisting of five consecutive days of eight hours each is established with two rest days in each seven except as provided in this Article. The work weeks will be established in accordance with the Railway's operation requirements.

(b) Beginning of Work Week

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

(c) Accumulation of Days Off

At points where it is not practicable to grant two consecutive rest days 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 five consecutive weeks.

(d) Non-Consecutive Days Off

If the Railway contends it is not practicable to grant two consecutive days off to regularly assigned or regular relief employees and that it is necessary to establish non-consecutive days off, representatives of the railway 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 the representatives fail to agree the railway 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 agreement and in such proceedings the burden will be on the railway to prove that it was not practicable to grant two consecutive days off.

(e) Spare Yardmen

Spare yardmen may work any five days in a work week and their days off need not be consecutive

(f) Relief Assignments

(i) When service is required by the railway 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 assignment or by spare employees when not protected in the foregoing manner. Where regular relief assignments are established they shall, except as otherwise provided in this rule, have five 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 which shall be the same as the employees relieved, except that in a seniority district having more than one spare board. such relief assignments as are established will be manned from the territory allotted to a particular spare board.

(ii) Where regular relief assignments cannot be established for five consecutive days on the same shift, as provided for in rule (f-i) of this rule, such assignments may be established for five 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 spare board, such relief assignments as are established will be manned from the territory allotted to a particular spare board.

(iii) 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 the crew. Representatives of the Railway and of the employees will co-operate in designating days off of individual members of a crew.

(iv) It is **recognized** in the application of this Article 3.3 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.

3.4 Overtime (Daily)

All time worked in excess of eight hours continuous service in a 24 hour period shall be paid for as overtime on the minute basis at 1½ times the hourly rate except:

- (a) When changing off where it is the practice to work alternately days and nights for certain periods.
- (b) Working through two shifts to change off.
- (c) Where exercising seniority rights from one assignment to another.
- (d) When extra men are required by schedule rules to be used.
- (e) In the application of Article 3.5.

3.5 Overtime (Days Off)

(a) Employees worked more than five 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:

(i) Where days off are being accumulated under Article 3.3(c).

(ii) When changing **off** where it is the practice to work alternately days and nights for certain periods.

(iii) When working through two **shifts to changeoff**.

(iv) When exercising seniority rights from one assignment to another.

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

(vi) 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.

In the event additional day's pay at the straight time is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be **utilized** in computing the five straight time eight hour shifts referred to in this Article 3.5.

(b) 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 sub-paragraph (a) of this paragraph be **utilized** in computing the 5 straight-time shifts referred to herein; nor shall time paid for in the nature of **arbitraries** or special allowances such as:

- (i) attending court
- (ii) company-initiated meetings
- (iii) inquests
- (iv) investigations

- (v) examinations
- (vi) deadheading
- (vii) jury duty
- (viii) 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 rules in computations leading to overtime.

Note: Employees assigned to regular shifts who:

- (a) are not required to work on a general holiday falling on one of his regular assigned working days but qualify for general holiday pay: or
- (b) 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.

3.6 Assigned Hours

Yardmen shall be assigned for a fixed period of time, which shall be the same hours daily for all regular members of the crew. Such hours will be relaxed only to the extent provided in Article 3.3 f(t). So far as it is practicable assignments shall be restricted to eight hours work.

3.7 Fixed Starting Times

(a) 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 forty-eight hours' advance notice.

(b) 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 hours and midnight.

(c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Clause (b).

(d) Where two shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of 0630 and 1000 and the second not later than 2230 hours.

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in clause (b) or (d).

(f) At points where only one yard *crew* is regularly employed, they can be started at any time, subject to clause (a).

(g) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

(h) When the starting time of a yard assignment is changed more than one hour, or a change is made in the assigned days of a yard assignment, such assignment will be bulletined for three days and the senior qualified applicant will be assigned.

3.8 On Duty Points

(a) Crews shall have a designated point for going on duty and a designated point for going off duty.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at the yard office, others to enginehouses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

3.9 Commencing and Relief from Duty

(a) The working time of **yardmen** will commence at the time required to report for duty and do report; and will continue until they are relieved from duty at end of day's work. **Yardmen** will be relieved at yard in which they commenced work.

(b) **Yardmen** 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.

(c) **Yardmen** 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.

(d) Time paid for under the provisions of paragraphs (b) and (c) 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 Article 55.6.

3.10 Lunch Time

(a) Yard crews will be allowed twenty minutes for lunch between 4 and 5½ hours after starting work without deduction in pay.

(b) Yard crews will not be required to work longer than 5½ hours without being allowed 20 minutes for lunch with no deduction in pay or time therefor.

(c) The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(d) When it is determined that more than 1 hour of overtime work is required, the yard crew will advise the supervisor if they wish a hot meal. Upon receipt of such advice the supervisor will arrange the work in such a manner that the crew will have the opportunity to have a hot meal at the completion of nine hours of work. The crew will take their hot meal as a unit with the minimum time necessary to obtain a hot meal.

Note: This paragraph does not preclude the supervisor advising the crew after the seventh hour that overtime will be required and the crew may be released by the supervisor 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 nine hours of work.

3.11 Yardmen's Work Defined

(a) Yardmen will do all transfer, construction, maintenance of way, and work train service, exclusively, within switching limits (this not to interfere with work allotted to regularly assigned work train crews), and will be paid yard rates for such service.

(b) Switching limits to cover all transfer and industrial work in connection with terminal.

(c) Temporary work train service, necessitating movement of trains outside of terminals, will be performed exclusively by road crews.

(d) Assigned work trains delayed temporarily may be used for work in terminals such as distribution of material etc.

3.12 Emergency Road Service

When regularly assigned to perform service within switching limits yardmen shall not be used in road service when road crews are available except

in case of emergency. When yard crews are used in road service, under conditions just referred to, they shall be paid miles or hours, whichever is the greater with a minimum of one hour for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

Question - When will road crews be considered as available?

Answer - A road crew is available when rest is up and crew is subject to call.

Example to be applied to Article 3.12

Work 5 hours in Yard, then used in road service 4 hours making 20 miles, with a total spread of 9 hours.

Compensation - 8 hours at straight time Yard rates, 1 hour at Yard overtime rates and 4 hours at pro rata road rates.

3.13 Assigned to Other Duties

- (a) Yardmen relieving trainmen will be paid trainmen's rates for the class of service performed.
- (b) Yardmen will not be required to couple or uncouple hosebags, or chain up cars in yard or on repair tracks where car repairers are on duty.

3.14 Exercise of Seniority

- (a) An employee on a regular or regular relief assignment in yard service, who takes another regular or regular relief assignment in yard service, or an employee on a yard spare board who takes a regular or regular relief assignment in yard service, will be permitted to go on the assignment of his/her choice and will take the conditions of that assignment.

(b) An employee on a regular or regular relief assignment who goes on a spare board will take the conditions attached to the spare board.

Note: It is understood that the foregoing rules (a) and (b) are adopted as a general principle recognizing the objective of restricting or permitting yard service employees to five (5) straight time shifts in the work week of any assignment or transfer from one assignment to another.

(c) In the event that the yard spare board becomes exhausted and it is necessary to call a regularly assigned yardman on one or both assigned rest days, the senior available man will be called, provided he has advised the yardmaster in writing on completion of his work week that he will be available for call and that such work will not interfere with his regular assignment.

3.15 left blank

3.16 Shelter for Yardmen

At points where a yard engine is employed, suitable shelter will be provided for the accommodation of yardmen - same to be kept clean and heated.

3.17 New Yards

When a new yard is created, yardmen on District of Superintendent will be given preference to the positions in that yard in accordance with seniority in their respective classes.

3.18 Trainmen relieving Yardmen

Trainmen relieving yardmen will be paid yardmen's rates.

3.19 Reduction In Yard Crews

When a yard crew is taken off, the men so reduced will have the right to take their seniority in any yard on the system.

3.20 Combination Service

When a **yardman** is engaged during a day's work partly as a Foreman and partly as a helper, he will be paid for the entire service **at the rate of pay** of the highest rated occupation in which he was engaged.

3.21 Switching limits defined

(a) The necessity of changing or **re-establishing recognized** switching limits, in order to render switching service required because of extension of industrial activities or territorial extensions of facilities, must be **recognized**.

(b) The present switching limits will be designated by general notice at all points where yard engines are assigned and will only be changed when necessitated by changed conditions. When changes are required they will be fully discussed with the General Chairman. Yard limits boards may or may not indicate switching limits.

3.22 Upon the prior concurrence of the **Trainmaster** or Yard **Co-ordinator**, **regularly** assigned Yard service employees may be permitted to exchange shifts temporarily in the same yard and within the same class of service subject to the following:

(a) Employees will be limited to two exchanges per calendar month.

(b) In the application of this paragraph, the company shall not be subject to any claim for additional payment by the employees exchanging shifts.

ARTICLE 4

Snow Service

4.1 Trainmen handling snow **plows** only will be paid on a straight-away basis. Initial and final time will be paid as under Freight Rules. Crews handling snow **plows** may be tied up **enroute** and put off duty.

4.2 Trainmen handling a spreader for the purpose of snow removal will be classed and paid as a work train-that is time or miles, whichever is the greater, calculated from time of coming on duty until relieved from duty.

4.3 Article 2.10 will apply to snow **plow** or snow spreader service outside of service in terminals performed by yard crews. One stop will be counted for each passing track **plowed** out and one switch will be counted for other tracks.

4.4 Trainmen will not be compelled to ride on snow **plows** or **flangers**, but will be supplied with van or other suitable car, properly equipped.

ARTICLE 5

Work Train Service

5.1 All non-revenue producing train operations will be classed **as** work train service. This includes the following:

- (a) ballast or sand trains
- (b) tie and/or culvert trains
- (c) trains in snow service handling a spreader for the purpose of snow removal. (This does not include a train handling a **plow** only).
- (d) trains handling company construction equipment or assigned to work with construction gangs.
- (e) auxiliary trains
- (f) track inspection cars testing between terminals.

5.2 Assigned Work Trains

- (a) An assigned work train is a work train going on for seven calendar days or more.
- (b) Assigned work trains will be bulletined for five days.
- (c) An assigned work train going out before the expiration of the bulletin will be manned by a spare crew until a crew is assigned.

5.3 Unassigned Work Trains

- (a) An unassigned work train is a work train going on for less than seven days or going on for an undetermined length of time which may not exceed six days. If it develops that the work train is required for more than six days, it will be bulletined promptly.
- (b) Unassigned work trains will be manned by spare crews.

5.4 Assigned and unassigned work trains may be run in and out of terminals during the course of the day's work with no penalties involved.

5.5 Assigned and unassigned work trains may be tied up between and/or at terminals and the first-in, first-out rule does not apply except that when an unassigned work train manned by an unassigned crew is tied-up at a terminal the first-in, first-out rule will apply as between unassigned crews tying up in that terminal.

5.6 Calculation of Time

- (a) Assigned and unassigned work trains in straight away service, and in turnaround service where the road haul in one direction is less than 100 miles, will be paid on the basis of time or miles, whichever is the greater, calculated from time of coming on duty until time of going off duty.

(b) For assigned work trains in turnaround service where the road haul in one direction is 100 miles or more, switching or delay at initial point shall not be paid separately but shall be included in the day's work; switching or delay after arrival at the tie-up point shall be paid in addition to the miles run on the minute basis and at pro rata rates.

(c) For unassigned work trains, when the distance between the terminal and working point is 100 miles or over, pay will be under freight rules, allowing time at working point as terminal time. When the distance between the terminal and working point is less than 100 miles, pay will be on the basis of time or miles, whichever is greater, calculated from time of coming on duty until time of going off duty.

5.7 Trainmen assigned to work trains will be given transportation and allowed to go home on the days off of the assignment if train or bus service permits, and if their absence will not interfere with work service.

5.8 When unassigned crews are sent out in temporary work train service, conductors and brakeman assigned to those crews who are booked off or are on rest or are protecting another assignment when the crews are sent out, may go to the tie-up point and take their position in the crew on the third day. Employees displaced in this manner will not be entitled to mileage for deadheading back to their home terminal. Employees claiming their place in the crew under this provision will notify the men they are displacing in sufficient time the previous day so that, train service permitting, they can return to the terminal that night.

5.9 For the purposes of rest only, home terminals for work trains shall be North Bay or Englehart.

ARTICLE 6

Mileage - How Determined

6.1 Actual road miles between designated yard entrance switches will be allowed, except for trains covered in Articles 2.5(a)(2) and 2.6(e) when actual road miles between passenger stations or train order offices will be allowed. The designated switches and road miles between same, as well as between passenger stations, as follows will govern, unless changed conditions develop, when the matter will be disposed of by negotiation with the representatives of the Trainmen.

Under the above rule, the following road miles will be allowed:

Temagami Sub-Division

Passenger and Mixed	miles
Between North Bay (CNR) and Englehart (Psgr. Depot) 3	139
Between North Bay (ONR) and Englehart (Psgr. Depot)	139
Freight	
Between North Bay (switch opposite Worthington St.) and Englehart (crossover switch just south of freight shed)	138

Ramore and Devonshire Sub-Divisions

Passenger and Mixed	
Between Englehart (Psgr. Depot) and Cochrane (Psgr. Depot)	114
Between Englehart (Psgr. Depot) and Timmins (Psgr. Depot)	119
Between Cochrane (Psgr. Depot) and Timmins (Psgr. Depot)	61

Freight	
Between Englehart (crossover switch located just south of Charlton Branch main track switch) and Cochrane (south main track switch)	112
Between Englehart (crossover switch located just south of Charlton Branch main track switch) and Timmins (east main track switch) except as noted in next paragraph	120
Between Englehart (crossover switch located just south of Charlton Branch main track switch) and Timmins (east main track switch) moving direct via the south leg of the wye at Porquis	118
Between Cochrane (south main track switch) and Timmins (east main track switch)	60
island Falls Sub-Division	
Passenger and Mixed	
Between Cochrane (Psgr. Depot) and Moosonee (Psgr. Depot)	186
Freight	
Between Cochrane (crossover switch just west of station platform) and Moosonee (south main track switch)	186
Kirkland Lake and Ramore Sub-Divisions	
Passenger and Mixed	
Between Noranda (Psgr. Depot) and Swastika (Psgr. Depot)	60
Freight	
Between Rouyn (switch located about 500' west of Rouyn Psgr. Depot) and Kirkland Lake (east main track switch)	53

Between Rouyn (switch located about 500' west of Rouyn Psgr. Depot) and Englehart (crossover switch just south of main track switch leading into Charlton sub-division)	84
Between Rouyn (switch located about 500' west of Rouyn Psgr. Depot) and Kirkland Lake (west passing track switch) via Swastika	64
Elk Lake Sub-Division	
Passenger and Mixed	
Between Elk Lake (Psgr. Depot) and Earltown (Psgr. Depot)	29
Between Elk Lake (Psgr. Depot) and New Liskeard (Psgr. Depot)	45
Freight	
Between Elk Lake (east main track switch) and Earltown and return to Elk Lake (east main track switch)	57
Temagami and Ramore Sub-Divisions	
Passenger	
Between North Bay (CNR) and Timmins (Psgr. Depot)	258
Temagami, Ramore and Devonshire Sub-Divisions	
Passenger	
Between North Bay (CNR) and Cochrane (Psgr. Depot)	253

ARTICLE 7

Mixed Train Service

7.1 A mixed train is a timetable train, composed of freight cars, passenger coach or coaches, and a baggage car or combination car, and does not include a freight train with only a passenger car attached.

7.2 Crews assigned to a run, a portion of which is passenger and the balance mixed, or freight, or both, will be paid mileage or time at wayfreight rates with a minimum of 3,000 miles per month.

7.3 The guaranteed minimum for mixed train crews required to handle wayfreight regularly is 3,000 miles per month at wayfreight rates.

7.4 The guaranteed minimum for mixed train crews not required to handle wayfreight is 3,000 miles per month at through freight rates.

7.5 Mixed trainmen regularly assigned, who work only a part of the month, will receive their full proportion of the foregoing guarantees.

7.6 Mixed train crews may be used in extra service to complete guarantees.

7.7 When a mixed train crew regularly required to handle wayfreight is used in extra service as a unit, such extra service shall be paid at wayfreight rates until 3,000 miles is made in combined regular and extra service in any one month. Extra service after 3,000 miles has been made in any month shall be paid at the rate applicable to the service for which called.

7.8 When an individual member of a mixed train crew is used in other service and crew not used as a unit, such extra service shall not apply against the guarantee, and shall be paid at the rate applicable to the service for which called.

ARTICLE 6

Guarantees

8.1 Minimum Guarantee - Freight Service

(a) Trainmen in through freight service who do not lay-off of their own accord, will be paid not less than the equivalent of 3,000 miles in any one month. This will not apply to spare men. This provision will not prevent crews from making as many miles as they are consistently able to make, provided they take the proper rest, up to the maximums specified in Article 44.

(b) Under this article, regularly set-up crews running only a part of a month will be paid for such mileage at the rate of 100 miles for each day; rest booked will not be considered as a lay-off.

8.2 Minimum Guarantee - Yardmen

(a) Regularly assigned **yardmen** on permanent assignments will be paid not less than five days in any one work week exclusive of overtime. In any one work week in which one or more general holidays occur, the work week guarantee shall be reduced by the number of general holidays **occurring** in the work week. Extra service may be used to make up the guarantee.

In a work week in which a general holiday occurs, time worked on such holiday or holiday pay will not be used to make up the guarantee. In the application of the preceding sentence, in situations where an employee is assigned to a relief assignment which works two shifts on the general holiday, only the first shift will be considered as 'Work on the general holiday'.

(b) **Yardmen** in regularly assigned service laying off of their own accord or where the permanent as-

signment is on for only a part of the work week, will receive their full proportion of the work week guarantee. Classed yard foremen filling permanent assignments as yard helpers, who are taken from their assignments to work as yard foremen on a temporary vacancy or temporary assignment will be entitled to the guarantee.

(c) This article 8.2 does not apply to spare men.

8.3 Monthly Guarantee - Passenger Service

(See Article 99.1)

ARTICLE 9

Pilots and "In Charge" Conductors

9.1 When a pilot, as defined in the operating rules, is required, a competent man will be supplied in addition to the regular crew. A man unfamiliar with the physical characteristics of the road will not be required to go.

9.2 Trainmen acting as pilots will be paid conductors' through freight rates.

9.3 An "in charge" conductor and a trainman will be furnished track testing (Sperry) cars operating on main lines. *3.1*

9.4 When self-propelled cranes are required to work on the main line outside of yard limits, a conductor will be placed in charge except on lines where there is but one train a day, or less, operated in each direction.

9.5 An "in-charge" Conductor will be furnished speno type self-propelled rail grinder equipment (or similar) operating on main lines. When flagging is required a brakeman will also be supplied.

ARTICLE 10

Consist of Crews - Passenger Service

10.1(a) All passenger and mixed trains will have at least one conductor, train baggageman and one brakeman, but passenger trains of eight or more cars will have two brakemen and one baggageman, if there is a local baggage car on train. Steam generator unit in service and coupled to locomotive will not be included in the count of cars.

(b) Manning of oil electric and other motor coaches (b y r a i l)

(1) When no trailer is operated, crew will consist of conductor, and baggageman or brakeman.

(2) When one or more trailers are operated, consist of crew will be as provided in paragraph (a) of this rule.

(3) When only one trailer is operated and conditions warrant, an agreement may be made whereby crew will consist of conductor, and baggageman and brakeman.

10.2 The provisions of this Article shall modify Article 10.1

Section 1

(a) The Railway shall notify the General 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 10.1 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:

(1) that adequate safety can be maintained with the proposed crew consist reduction; and

(2) that such reduction will not result in undue burden being placed on the reduced crew.

(c) The time and place for the Railway and Union representatives to meet shall be agreed upon within 15 calendar days from the date of the notice referred to in Clause (a) and the parties shall meet within 21 calendar days of the date of such notice. The time limits specified in this clause 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 Clause (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 Railway may, by so advising the General 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 10 and not more than 20 calendar days from the date of the Railway'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 Clause (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.

Failure to provide such specific reasons in writing within the time limit contained in this Clause (e) will indicate that the Union agrees that the conditions set forth in Clause (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 Sections 2 and 3 of this Article **10.2**

The time limits specified in this clause may be extended by mutual **agreement** between the parties.

(f) Arbitration shall be conducted by the Canadian Railway Office of Arbitration, **unless**:

(1) There are disputes requiring final determination during a period in which there is no incumbent arbitrator; or

(2) The Canadian Railway Office of Arbitration is terminated; or

(3) 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 Railway 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.

The arbitrator shall be limited to making a determination of whether or not the two conditions set forth in Clause **(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.

(g) 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.

(h) Where it has been determined by agreement or arbitration that the two conditions set forth in Clause (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 Article.

(i) 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 General Chairman.

Section 2

(a) An employee who has a seniority date as a brakeman on or before December 31, 1968 shall, for the purpose of this Article, be known and designated as a "protected brakeman".

(b) 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:

(1) A protected brakeman shall not have any right to positions the Railway discontinues pursuant to the provisions of this Article except as provided in Section 3;

and

(2) A non-protected brakeman shall not have any right to positions the Railway discontinues pursuant to the provisions of this Article.

(c) A protected brakeman moving from one terminal to another shall retain his protected brakeman status.

Section 3

(a) Reducible crews will not be operated with a reduced consist if by reason thereof a protected brakeman would be on laid-off status.

(b) The following guarantee shall apply at a terminal where a crew or crews are operated with a reduced consist under the provisions of this Article.

A protected 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 Article, shall, provided he is available for service, be guaranteed the equivalent of **2800** miles per month at the brakeman's through freight rate. In the event a protected brakeman on a spare board who is entitled to the guarantee under the provisions of this Clause 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 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 Clause, because of such rest period.

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.

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.

(c) In the application of this Section references to "brakeman" shall include "flagman", and references to "brakeman position" or "brakeman positions" shall include "flagman position" or "flagman positions" respectively.

(d) In the application of this Section, a terminal and the stations subsidiary thereto shall be considered as one terminal.

(e) The reference in this Section to "protected brakeman" shall apply only to protected brakemen who by virtue of their seniority have entitlement to work in the group affected by the reduction.

Section 4

(a) The crew consist provisions of Article 10 are amended effective August 1, 1982, as provided hereinafter.

(b) Passenger trains, having not more than two (2) working coaches vestibule between coaches, maximum five (5) cars overall, will be operated with one (1) conductor and (1) brakeman. Where checked baggage is handled enroute, the brakeman will perform the additional related duties as required and be compensated at baggagemen's rates.

(c) Passenger trains having more than two (2) but less than five (5) working coaches will have (2) employees, a conductor and a brakeman.

(d) Passenger trains having five (5) or more working coaches, will have one (1) conductor and (1) assistant conductor who will work under the direction of the conductor to help with the collection of transportation and one (1) brakeman.

NOTE: In the application of Clauses (b), (c) and (d) hereof, 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

(a) day coaches:

(b) day-nighters:

(c) cafe-coach lounge cars: and/or

(d) snack coaches.

(e) In the application of Clause (d) above. when an assistant conductor is necessary on an intermittent basis, a spare conductor will be called in seniority order.

(f) In the application of Clauses (d) and (e) above, when an assistant conductor is used he will go through to the final terminal of the assignment.

(g) When a passenger train has cars to pick up enroute which will increase the number of cars to the level specified in Clause (d) the assistant conductor required by Clauses (d) and (e) will be taken from the initial terminal.

(h) When a passenger train described in Clauses (c) and (d) above operates with a working baggage car. a train baggageman will be assigned. Such baggageman will operate and cycle independent from the balance of the train crew.

ARTICLE 11

Consist of Crews - Freight Service

11.1 All freight and work trains will have at least a conductor and two brakemen. Where conditions warrant, an additional brakeman will be supplied on wayfreight and pickup trains.

ARTICLE 11 A

Consist of Crews - Road Service

11.a1 Notwithstanding the provisions of Article 11.1, all trains in any class of freight service operating on any subdivision on the system are considered to be "reducible crews" subject to the following:

(a) The requirement under the U.C.O.R. to provide flagging to the rear in A.B.S. territory is removed. On non-signalled subdivisions, the requirement under the U.C.O.R. to provide manual flagging to the rear can be removed by train order.

Note 1

This Clause (a) does not prevent the operation of a reduced crew on territory where flagging may be required under U.C.O.R. Rule 102.

(b) Where a reducible crew is operated pursuant to Clause (a) above, such crew may be reduced by one brakeman, provided:

(i) That trains are supplied with radios which provide end-to-end communication so that there will be instantaneous and continuous communication available between the conductor of the train in or out of the caboose and the locomotive engineer;

(ii) That steel cabooses with cushioned **drawbar** and safety glass are supplied:

(iii) That no train operated with a reduced crew shall be put in motion at any time except on receipt by the locomotive engineer of a clear direction to do so from the conductor of such train:

(iv) That, except in the event of an emergency affecting the movement of the train, when the requirement under the U.C.O.R. to provide manual flagging to the rear is removed by train order, the removal of such requirement shall be effective for the complete tour of duty.

11a.2 Reduced crews will have the right to book rest after 10 hours on duty. Every effort will be made to have such reduced crews reach the objective terminal within the 10 hours which could require the discontinuance of switching enroute.

11a.3 For the purpose of this article, an employee who has a seniority date as a trainman/yardman on or prior to March 7, 1979, shall be known and designated as a protected freight man.

11a.4 A brakeman's position on a "reducible crew" may be discontinued at any time hereafter, provided that "protected freight men" shall have the right to work in their seniority turn on any brakeman's position in any class of assigned or unassigned freight service in which, under the rules or practices in effect prior to the effective date of this agreement, the use of two brakemen would have been required, subject to the following:

(a) There shall not be any preference as between the head-end brakeman's position and the rear-end brakeman's position where such practice may now be in effect, on crew or crews declared reducible pursuant to the provisions of this article if such preference results in the filling of a vacancy on such crew by an unprotected man.

(b) When vacancies occur, and when additional positions are created in a pool of crews in which crews are reducible and which would otherwise require the employment of unprotected men, such positions shall be filled to the extent available by "protected freight men" then filling reducible brakemen's positions in such pool of crews.

Note:

"In the application of this Clause (b) a man holding a permanent position in assigned or unassigned freight service will not be compelled to protect a two-man position at an away-from-home terminal."

(c) Should no applications be received from a protected freight man for a permanent vacancy on a reducible position, such position need not be filled until claimed by a "protected freight man" who is later displaced or who has been reduced or who was absent at the time the vacancy occurred. Such reducible position shall again be bulletined in assigned service and made available in unassigned service at each general advertisement of assignments and the same conditions will apply. Arrangements may be made between the general chairman and the superintendent (or their delegates) to post notice advising of permanent vacancies in unassigned service.

(d) When no application is received from a "protected freight man" for a temporary vacancy of 5 days or more on a reducible position, such position need not be filled for the duration of the temporary vacancy until claimed by a "protected freight man" who is later displaced, or who has been reduced or who was absent at the time the temporary vacancy occurred. However, a temporary vacancy of less than 5 days in a reducible position will be filled by

the **first** out available “protected freight man” on the spareboard. This **will** not constitute a runaround of unprotected freight men on the spareboard.

11a.5 A “protected freight man” moving from one terminal to another shall retain his “protected freight man” status.

11a.6 When the consist of a freight crew is reduced under the provisions of this article, existing rules or practices which are in conflict therewith will not **apply**.

11a.7(a) During each of the first ten years that this article is in effect, the company, at the end of each year, shall place in a “special fund” an amount which will be **25%** of the gross wages of the brakemen’s positions which, in accordance with the provisions of this article, were not filled during that year. The General Chairman will be advised as to such amount at the end of each year together with supporting data.

(b) At the end of each year during the 10 year period referred to in the preceding paragraph, the parties to this agreement will meet to negotiate the distribution of the “special fund”. In doing so and while not necessarily limited thereto the parties agree that:

(i) Only “protected freight men” will share in the distribution of the “special fund”;

(ii) The “special fund” will be distributed as mutually agreed between the parties;

(iii) For the duration of the ten year period. monies accumulating in the special fund will be distributed only to protected men who worked in two-man freight crews during each respective year This procedure will continue to apply unless 12 months’ written notice to the contrary is given to the company.

(c) Special payments made to employees pursuant to this Section 7 shall not be considered as wages or earnings in the application of vacation rules or of the company's pension regulations.

11a.8

(a) Effective January 1, 1980, and subject to the provisions of this Section 8, a "protected freight man" as defined in Section 3 hereof who is working in a position covered by this collective agreement and who is eligible for early retirement under the company's pension rules will be entitled to elect to take early retirement and receive a separation allowance as hereinafter provided.

(b) An employee defined in Clause (a) above shall receive a monthly separation allowance until the age of 65 which, when added to his company pension, will give him an amount equal to a percentage of his average annual earnings over his best five year period, as defined under the pension rules, in accordance with the following formula:

Years of Service at Time Employee Elects Retirement	Percentage 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

(c) An employee entitled to the separation allowance as herein above set out may elect to receive

in its stead a lump sum equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten per centum per annum. An employee electing to receive a lump sum payment and who has not yet attained the age of 60 years will be entitled to receive the Life Insurance upon retirement in accordance with Article 56.3 provided he is at least 55 years of age.

(d) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65.

(e) An employee who is in receipt of the monthly separation allowance provided in Clause (b)

(i) Shall be entitled to have his group life insurance coverage continued until age 65 and paid for by the company;

(ii) Shall be entitled at age 65 to a life insurance policy, fully paid up by the company, in an amount equal to that in effect under the existing collective agreement;

(iii) Who lives in a province where **medicare** premiums are required, will have his premiums paid by the company for the duration of his allowance but only up to the amount of the maximum **medicare** allowance provided under the existing collective agreement.

(f) In the application of this Section 8, the maximum number of "protected freight men" who may elect either the monthly separation allowance as provided in Clause (b) or the lump sum payment as provided in Clause (c) will be limited, unless otherwise mutually agreed by the parties, to the following number

of eligible protected freight men in each one of the years 1980 to 1984:

1980 - 2
1981 - 3
1982 - 3
1983 - 3
1984 - 3

Note: The number of eligible employees listed above will commence upon removal of the requirement under the U.C.O.R. for flagging to the rear in A.B.S. territory.

In the event that the number of reducible crews is increased by virtue of the ability to remove by train order the requirement under the U.C.O.R. to provide manual flagging to the rear on non-signalled subdivisions, the parties will meet to arrange a proportionate increase in the number of "protected freight men" who will be entitled to elect to take early retirement and receive a separation allowance.

(g) If in any one year the number of eligible employees who elect benefits under the provisions of this Section 8 are less than the number of opportunities available in that year, the number of unused opportunities may be carried over from one year to the other with the understanding that no more than an additional two-thirds of the annual opportunities provided in Clause (f) hereof will be permitted to elect either the monthly separation allowance provided in Clause (b) or the lump sum payment provided in Clause (c) in any one year.

(h) Bulletins for applications from eligible "protected freight men" as defined in Clause (a) for the benefits provided under this Section 8 will be issued on October 15th of the year prior to the year referred to in Clause (f). Such bulletins will close on December 15th of each such year. Applicants shall be selected on the basis of their seniority as trainman/yardman.

(i) The General Manager and the General Chairman will co-operate in the application of this Section 8 to ensure that a shortage of qualified conductors/ yard foremen will not develop at any one terminal.

11a.9 This article will become effective on January 1, 1980 and crews will be declared reducible thereafter subject to the requirements of Section 1 (b) on the following schedule:

January 1, 1980

Temagami Sub - Trains	107/208
	109/210
	113/214
Englehart - North -Trains	211/512
	213/414

January 1, 1981

Rouyn Roustabout
Timmins Roustabout

As agreed:

Elk Lake Swing
Trains 425/426
Work Trains
Others

ARTICLE 12

Consist of Crews- Yard Service

12.1 A yard crew shall consist of not less than one foreman and two yardmen.

12.2 The provisions of this Article shall modify Article 12.1 as it applies to yard service crews, whether manned by yardmen or roadmen, and shall supersede any agreement provision in conflict therewith.

Section 1

(a) The Railway shall notify the General Chairman of the Union in writing of its desire to meet with respect to reaching agreement on reduced consist of one Yard Foreman and one Yard Helper for crews in any class of yard or transfer service. The time and place for the Railway and Union representatives to meet shall be agreed upon within fifteen calendar days from the date of such notice and the parties shall meet within twenty-one calendar days of the date of such notice.

(b) 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 Railway may, by so advising the General Chairman in writing, commence a survey period of five 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 Railway's advice with respect to the survey period.

(c) 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 Chairman in writing, refer the dispute or any part thereof to arbitration.

Failure to provide such specific reasons in writing within the time limit contained in this Clause (c)

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 Sections 2 and 3 of this Article 12.2.

The time limits specified in this clause may be extended by mutual agreement between the parties.

(d) Arbitration shall be conducted by the Canadian Railway Office of Arbitration, unless:

(1) there are disputes requiring final determination during a period in which there is no incumbent arbitrator, or

(2) the Canadian Railway Office of Arbitration is terminated, or

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

In any of the above events the parties will within fifteen days of the notice by the Railway 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 fourteen calendar days following receipt of such request.

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.

(e) 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.

(f) 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 the consist of such crews shall be made only in accordance with the conditions set forth in this Article.

(g) 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 General Chairman.

Section 2

(a) An employee who meets one of the following qualifications shall, for the purpose of this Article, be known and designated as a "protected employee".

(1) an employee who has a seniority date as a brakeman prior to December 16, 1966; or

(2) an employee who has seniority date as a yard helper prior to December 16, 1966.

(b) A protected employee 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:

(1) A protected employee shall not have any right to helper positions the Railway discontinues pursuant to the provisions of this Article except as provided in Section 3,

(2) A non-protected employee shall not have any right to helper positions the Railway discontinues pursuant to the provision of this Article.

and

(c) A protected employee moving from one yard to another shall retain his protected employee status.

Section 3

(a) One helper 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 yard foremen, or yard helpers, other than by lay-off, discharge or temporary promotion to yardmaster 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.

(b) Reductions in reducible crews on the basis of a non-protected **employeee** 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 his 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 3.6.

(c) Helper 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, except that, at yards where yard service is manned by **yardmen**, reductions shall be effected only on the basis of protected employees and non-protected employees who are in yard service.

(d) Should the number of **reducible** crews in any yard exceed the number of helper positions that may be discontinued under the terms of this Article the reducible helper positions to be discontinued shall be those filled by the junior protected employees manning such reducible positions. If the application of this clause involves the bulletining of positions, the bulletins shall be issued only to the yard concerned.

(e) Where the removal of a protected employee from the active working lists by a permanent promotion to a Yardmaster or non-scheduled position 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 reestablished at that yard. When a protected employee who was promoted to Yardmaster 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 clause (a) of this Section shall not apply.

(f) When an assignment manned by a reduced crew is abolished, a like reduction may be made in another reducible crew subject to the provisions of clause (g) of this Section.

(g) Notwithstanding the provisions of clause (a) of this Section, 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 helper positions which are discontinued under the provisions of clause (a) of this Section shall be filled so as to avoid such reductions from regular assignments. The helper 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.

(h) When a regular yard assignment which has been posted as a reducible crew but which has not actually been reduced is bulletined and no applications are received from a protected employee for a helper position in that crew such position need not be filled until claimed by a protected employee at that yard who is later displaced from another regular assignment or by a protected employee who has been absent during the period the assignment was under bulletin. Such positions shall again be bulletined at each change of timetable and the same conditions will apply.

Reductions in crew consists of reducible crews made under the terms of this clause shall be in addition to those provided for in clause (a) of this Section.

(i) A temporary vacancy in a yard helper's position in a reducible crew in which the consist has not yet been reduced shall be filled, on a tour of duty basis, by the first protected employee on the yard service spare board who is available to work at the pro-rata rate. If there is no protected employee on the yard service spare board who is available to work at the pro-rata rate, the vacancy need not be filled. This clause shall not apply to such vacancies which occur in reducible crews located at subsidiary stations.

Non-protected employees on the spare board shall have no claim for penalty payments if in the application of this clause, they are run-around by spare protected employees.

(j)(l) 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 helper positions under the terms of this Article shall, provided he is available for service, be guaranteed forty hours per week, except that for any

week in which one or more general holidays occur, the guarantee shall be reduced by eight 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 clause is assigned to such spare board for only a portion of the week, he will be paid his full proportion of the guarantee pro rated according to the number of days he was assigned to such spare board as related to the number of days in the calendar week.

(2) If a crew or crews are operated with a reduced consist for only a portion of the guarantee period shown in (1) above, 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.

(k) At a terminal where there is a series of yards all yards in such terminal shall in the application of this Article be considered as one yard.

(l) In the event of the establishment of joint spare boards or spare boards, from which relief for both road and yard service is drawn, the reference in clauses (i) and (j) to a yard service spare board shall include these types of spare boards and, for the purpose of the guarantee, miles paid for in road service shall be converted to hours by dividing freight service miles by 12½ and passenger service miles by 20.

(m) Reference in this Article to “regular position”, “regular assignment” and “regular assignments” shall include positions regularly assigned or regularly set up in road or yard service.

(n) Notwithstanding the provisions of clause (a) of this section, reducible crews will not be operated with a reduced consist if:

(1) 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

(2) there are protected employees laid off at the yard who are qualified and available for work as a yard helper.

Where, in the application of this clause, the Company is required to fill a helper 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 yard helpers, temporary vacancies in the helper positions need not be filled except to the extent necessary to ensure that there is one yard helper in the crew. The filling of a helper position in a reduced crew under this clause shall not obligate the company to use the yard helper concerned on the sixth or seventh day of a work week.

12.3 It is agreed that reduced crew consist provisions will apply on all yard assignments including extra and additional assignments at **Cochrane**.

Memorandum of Agreement between Ontario Northland Railway and United Transportation Union in Connection with Yard Assignments at **Englehart**, Ontario and North Bay, Ontario.

Whereas in letters dated January 28th, 1974 and February 7th, 1974 the Railway served notice on the Union in accordance with Article 89A of its desire to meet with respect to reaching agreement on a reduced consist of one Yard Foreman and one Yard Helper for all yard assignments in **Englehart** and North Bay yards.

And Whereas at a meeting held on February 7th, 1974 the Representatives of the Union agreed that adequate safety could be maintained on all yard assignments in **Englehart** and North Bay yards and further agree to reduced crew consists for all such assignments.

Now Therefore the Railway agrees that **Yardmen** who are not protected under Section 3 of Article **89A**, namely **P.J. Laporte, F.A. Prior, R.H. Belanger, S.G. Brydle, F.G. Field, P. Carey, L.G. Vickery, F.A. Urquhart, G.A. Seguin, G.L. Cliche, L.K. Church, D.J. Mills, and M.H. Bond** will not be laid off as a direct result of reduced crew consists. This will generally be accomplished by modifying Section 4 of Rule **89A** to the following extent:

(a) The four unprotected **Yardmen** presently at **Englehart** namely **F.G. Field, P. Carey, L.G. Vickery** and **G.A. Seguin** will be allowed to work at **Englehart** on reduced positions on a regular basis, but will be required to protect necessary work at North Bay and **Cochrane** when a shortage of men exists at those points. However should they voluntarily exercise their seniority to positions at other yards they will lose such rights to reduced positions at **Englehart**.

(b) Unprotected men at **Cochrane** and North Bay will not be allowed to displace the above named **Englehart** employees or work on reduced positions at **Englehart** unless they do not stand for work at any other terminal.

(c) Except as required to prevent lay-off of the thirteen (13) employees named above, there will be no relief for a vacancy in a three (3) man crew unless relief is considered necessary by the Company.

Signed at North Bay, Ontario this 11th day of February 1974.

For United Transportation
Union

C.G. Johnston
General Chairman

For Ontario Northland
Railway

F.S. Clifford
General Manager

ARTICLE 13

Roustabout Switching Assignments

13.1 Roustabout assignments may be established to do yard switching and road work on a turnaround basis.

13.2 Trainmen on roustabout assignments who are required to perform five or more hours switching at the home terminal in a tour of duty will be paid at yard rates. Road service performed will be allowed on the basis of hours or miles, whichever is greater. Switching and road service may be combined to make up the basic day. Road service will be paid in accordance with Article 2.4(a).

13.3 Road Switcher Service

Employees operating on a turnaround basis in Road Switcher type service within a radius of 30 miles from the point required to report for duty will be compensated as indicated in Article 99.2(c).

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

Note: This Article 13.4 shall not apply to Trainmen in any other class of service who qualify for and are paid wayfreight rates for a tour of duty pursuant to Article 2.10.

ARTICLE 14

Deadheading

Joint

14.1 (a) Trainmen or yardmen deadheading or travelling passenger will be paid same mileage and rate (and overtime earned in any) of the corresponding men in charge of the trains on which they travel. Passenger rates will apply when deadheading on passengertrains, buses, or other highway vehicles.

(b) Deadheading is miles involved between terminals (as outlined in Article 6) at rate of corresponding men in charge of trains on which they travel. This will be wayfreight. through freight or passenger. Initial and final terminal time is not allowed except that initial terminal time will be used in calculating overtime.

14.2 When, under the terms of this Article 14, an employee is entitled to compensation for deadheading, the company will provide or arrange for, the necessary transportation. When company or public

transportation is not available and an employee is **authorized** by the company to use his private automobile, he will be reimbursed for the miles travelled via the most direct highway route as follows:

Effective May 1, 1987.

28¢ per km for the first 4,000 km

22.5¢ per km - 4,001 to 10,700 km

18.5¢ per km - 10,701 to 24,000 km

16¢ per km over 24,000 km

14.3 Employees when deadheading to exercise seniority rights or returning after having done so, or as a result of the application of mileage regulations for trainmen or maximum hours regulations for yardmen will not be entitled to compensation therefor.

Note: Deadheading will not be paid to trainmen deadheading to relieve another employee for mileage or returning from such relief.

14.4 Deadheading in connection with relief work which men have bid in or claimed on seniority basis shall not be paid for, but when not so bid in or claimed, any such deadheading will be paid for.

14.5 Trainmen deadheading from one terminal to another will receive not less than the minimum day in class of service in which regularly employed, but when deadheading to an intermediate point and they then go from such point to a terminal in service or go into work train or other service for the balance of the day, they will be paid continuous time or mileage for class of service performed, but not less than the daily minimum for that service. For deadheading other than between terminals and when no other service is performed the same day, the compensation for such deadheading shall not be less than the minimum day in class of service in which regularly employed.

14.6 A passenger trainman required to deadhead to an intermediate point, returning thence to initial point in service, shall be paid on the basis of continuous time if the distance to the turning point is less than 150 miles. If 150 miles or more to turning point, pay shall be as two separate days the going trip being completed on arrival at turning point, and time at turning point considered as initial detention on return trip.

14.7 A Trainman moving from his home terminal to any outlying point on his own time to relieve on account of mileage limitations, and after performing the relief is used further at that point to relieve on account of sickness, leave of absence or similar reasons, will be allowed deadhead mileage in one direction.

14.8 When trainmen at outlying points request temporary relief, other than on account of mileage or sickness, and such relief is for four working days or over, men sent by the Railway will not be entitled to claim deadhead mileage, but if for less than four working days men requesting relief will be required to pay necessary deadheading involved. Where the application of this Article 14.8 causes a vacancy under Article 42 no deadheading will be paid.

14.9 Where in the application of the five day work week, the company is compelled to order yardmen 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 the view to providing relief at minimum expense to the company. A yardman exercising seniority to a job or assignment will not be paid deadheading.

14.10 Any position, temporary or permanent, which has been advertised and men have not bid in or claimed and the junior trainman (yardman) is forced on to the vacancy, deadheading shall not be paid for as this is termed exercised seniority.

14.11 Men required to deadhead will be sent on the closest possible means of transportation to the ordering time of the service required.

14.12 Nothing in this Article 14 will be construed to imply an obligation on any employee to use his own automobile for deadheading.

14.13 If a man is sent temporarily to fill a vacancy and is paid deadheading in both directions to protect the job for a successful applicant, he will remain with the job until the successful applicant arrives. The successful applicant will be placed on the job as promptly as reasonably possible.

If an assigned man bids out he will be expected to remain with his assignment until the vacancy so created can be bulletined and filled in the **recognized** manner.

ARTICLE 15

Held for Investigation

Joint

15.1 Employees who, during their off time, are required to attend company investigations or who are held off work by the company for such investigations, and no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline), and employees who are held off work on company business on order of the proper officer will be paid as follows:

(a) Employees in assigned service will be paid actual time lost: when no time is lost, pay will be allowed hour for hour for the first eight hours in each twenty-four hours so held (computed from the time required to report or to deadhead) at a rate per hour of $\frac{1}{8}$ of the daily rate applicable to the service in which usually assigned.

(b) Employees in unassigned service or on the spareboard will be allowed pay hour for hour for the first eight hours in each twenty-four hours so held (computed from the time required to report or to deadhead) at a rate per hour of $\frac{1}{8}$ of the daily rate applicable to the service in which usually assigned and if they lose their turn, they will be allowed for a full day of eight hours. Men who lose their turn will take their standing on the board as from the time they are released.

(c) Employees who are on night duty shall not be required to attend investigation into a matter duly reported until they have had at least 8 hours rest, except in extreme cases.

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

15.3 In the application of this rule, an allowance will be made for deadheading under Article 14.

ARTICLE 16

Called and Cancelled

Joint

16.1(a) Trainmen called for service and afterwards cancelled, will be paid a minimum of 50 miles at the pro rata rate of pay applicable to the class of service called for. Trainmen held in excess of 4 hours after reporting for duty before being cancelled will be paid

for all time so held on the minute basis (each **4.8** minutes to count as 1 mile) at the pro rata rate of pay applicable to the class of service called for.

(b) Trainmen who, after time required to report for duty perform any work required of them preparatory to departure of train and afterwards cancelled will be paid not less than a minimum day at the rate of pay applicable to the class of service called for.

(c) Trainmen in unassigned service who are allowed less than **100** miles under this Article will hold their turn out, but if allowed **100** miles or over will be dropped to the bottom of the list.

(d) This Article shall not apply to trainmen who after reporting for duty are held on duty and used in service other than that for which originally called.

16.2 Trainmen called for service between the hours of **2200** and **0800** and not permitted to come on duty at the time called for on account of being set back will be considered as called and cancelled.

16.3 When regular **yardmen** are required to come on duty and are not used they will be paid **eight** hours at scheduled rates. Spare **yardmen** called and not used will be paid for three hours at scheduled rates and hold their turn first out. If held for a longer period before being cancelled they **will** be paid for all time so held on the minute basis at schedule rates.

ARTICLE 17

Runaround

Joint

17.1 When unassigned crews are available and are run around at terminals they will except as otherwise provided in Article **2.13(b)**, be paid fifty miles for each runaround and hold their turn out.

17.2 A crew may be assigned by bulletin partly to terminal switching and partly to road service. When such crews are used in road service, unassigned crews at the terminal will not be considered as having been runaround.

17.3 In case of accident, when main line is blocked, the first crew available may be called to take out auxiliary outfit. This will not constitute a runaround under this rule.

17.4 A spare yardman standing first out and available for service not called in his turn will be paid four (4) hours and hold his turn out.

ARTICLE 18

Held away from Home Terminal

Unassigned Service

18.1 Trainmen in unassigned service held at other than their home terminal longer than 8 hours without being called for duty will be paid on the minute basis at 1/8 of the daily rate per hour of the class of service last performed for all time held in excess of 8 hours except that in cases of wrecks, snow blockades or washouts on their assigned territory trainmen held longer than 8 hours will be paid for the first eight hours or portion thereof in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time pay commences on the next outgoing trip.

18.2 When men book rest of their own accord, time in excess of eight hours so booked will not be included in computing time held away from home terminal.

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

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

ARTICLE 19

Held away from Home Terminal

Assigned Service

19.1 Trainmen in assigned service who are held at away-from-home terminal of their assignment, are off duty and available for service, will be paid for all time so held beyond a period of five hours after the advertised departure time from that point to the train they are assigned to operate. Payment shall be made on the basis of $\frac{1}{8}$ of the daily rate per hour at the rate applicable to the service last performed. Time to be submitted on a separate time return. This provision shall not apply to assigned work train service, nor shall it apply in cases of wrecks, snow blockade or washouts (between the location at which held and the home terminal) on the territory to which such trainmen are assigned.

19.2 In order to avoid excessive held away from home terminal time. the company may deadhead the trainmen who are in assigned service to the home terminal of their assignment and use other trainmen to operate the assigned train.

ARTICLE 20

Vans - Road Service

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

20.2 The Company shall furnish sleeping quarters

at locations regularly used as away-from-home terminals, as specified hereunder. for men in:

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

(i) Where men are accommodated in quarters provided by the Company such quarters shall be comfortable and sanitary. Such accommodation shall be for the use of Trainmen and Enginemen.

(ii) Where men 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.

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

20.3 A van in road service shall be cleaned and properly supplied, including fresh water, at designated servicing points by personnel other than trainmen. However, trainmen shall be responsible for caring for markers and lanterns when used and must ascertain that proper flagging equipment is available in the van. Trainmen shall also be responsible for keeping the van in a clean and orderly condition enroute between servicing points. On arrival at servicing points, conductor shall leave requisition (on forms provided by the company) for normal supplies needed on the van and report any known defects in the van in accordance with local instructions. Where

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

20.4 When a van assigned on a regular or temporary basis to a crew is to be used as sleeping quarters it shall be equipped with spring mattresses.

20.5 Where a van is assigned on a regular basis to a crew, such van 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 van **while** so assigned shall not be used for other crews without the consent of the conductor of the crew to **which** assigned. Trainmen **will** not be **required** to tranship van equipment on their own time, this does not refer to personal effects

At terminals where carmen are employed, vans will be **supplied** with dope, hard grease, brasses, hose, **wrecking chains** and tail hose. Conductors to requisition supplies **required** on the prescribed form.

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

20.7 A van in a pooled or through operation arrangement shall be **supplied** with the equipment shown in Appendix A.

20.8 The provisions of Article 59 shall not apply to complaints or grievances concerning the interpretation or application of agreement provisions **respecting** vans or bunk house accommodation, nor to com-

plaints 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, and two Brotherhood representatives. The committee shall examine the complaints or grievances referred to it and, where necessary, ensure suitable corrective action is taken.

APPENDIX A

- ~~1~~ **Water** Container (insulated, with spigot, or superior type container)
- 1 Tea Kettle
- 1 ~~Coffee~~ Percolator
- 1 Tea Pot
- 1 Large Saucepan
- 1 Small Saucepan
- 1 Large Frying Pan (cast iron)
- 1 Egg Lifter
- 1 Broom
- 1 Paring Knife
- 1 Can Opener
- 1 Dish Pan and Dish Mop
- Paper Towels
- Laundry Soap
- Toilet Soap
- 1 Water Pitcher or Dipper

ARTICLE 21

Commission's Business or Court Duty

Joint

21.1 Employees held off on Commission's business, or on Commission's order will be paid schedule rates for mileage or time lost and reasonable expenses if away from home.

21.2 Employees called as witnesses in court by the Commission or before a Coroner's inquest, will be compensated as follows:

Assigned and Unassigned Trainmen - will receive not less than their regular pay for the time lost.

Yardmen - will receive 8 hours minimum pay for each 24 hours or portion thereof detained from duty.

Spareboard Men - will be compensated actual time lost when such can be clearly determined.

Actual reasonable expenses incurred while away from home will be allowed. Court witness fees and mileage will be assigned to the Commission in cases in which pay is allowed.

21.3 Should court witness fees be greater than the allowances under this schedule the employee will receive the full amount allowed by the court.

ARTICLE 22

Jury Duty

Joint

22.1 An employee summoned for jury duty and who is required to lose time from his assignment as a result thereof shall be paid for actual time lost less the amount allowed him for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations.

(a) An ~~employee~~ must furnish the company with a statement from the court of jury ~~allowances paid~~ and the days of 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 60 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 his vacation dates will not be required to change his vacation because he is called for jury duty.

ARTICLE 23

Time Returns

23.1 In preparing trip tickets covering service paying freight rates, conductors will show time required to report for duty. time engine passes designated outer switch, time engine reaches designated outer switch and time off duty. If switching is ordered, time occupied in switching to be shown.

23.2 Time not allowed (Joint)

When there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed, and the employee advised within thirty calendar days from the date of receipt of ticket regarding the portion which is not allowed together with the reason why not allowed, otherwise such claim will be paid. In cases where all time or mileage claimed on any return is disallowed such time return will be returned to the employee within thirty calendar days by the proper officer of the railway, otherwise such claim will be paid. When a time return is returned each employee whose name appears thereon will also be advised.

Note: The time limit of thirty calendar days does not apply to **claims** for guarantee payments.

23.3 Broken Time

(a) Employees prevented from completing a day's work due to illness. will be paid for actual time on duty up to the time relieved from duty.

(b) Employees prevented from completing a day's work due to injury sustained on duty will be paid for actual time on duty up to the time relieved from duty but not less than a basic day's pay.

(c) Employees called to relieve other employees for completion of a day's work due to illness or injury on duty will be paid not less than a basic day's pay.

23.4 Short Pay

(a) An employee will- be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.

(b) An **employee** who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage provided that:

- (i) the amount short paid is equivalent to or more than a basic day; and
- (ii) the time return involved was submitted promptly in accordance with the provisions of this Article.

Such voucher will be issued within three working days (i.e., excluding weekends and General Holidays) of the employee's request.

(c) 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**.

23.5 Wage tickets must be submitted promptly at completion of each tour of duty.

ARTICLE 24

Probationary Period

Joint

24.1 An employee will **be** considered on probation until he has completed six months' **continuous** employment relationship. If found unsuitable **prior** to the expiration of such probationary period, an employee will not be retained in service under this **agreement**. This action will not be construed as discipline or dismissal under the terms of this agreement.

24.2 Employees retained beyond the probationary period will be accorded seniority from date of **last** entry into the service.

ARTICLE 25

Calling Men

Joint

25.1 Employees will be called as far as practicable two hours in advance of the time required to report for duty, except in cases of emergency. Employees will be called by telephone. When employees are accommodated in the facilities provided by the company, and telephone service is not available, other means may be used for calling. In the application of this rule, if employees in assigned service desire to be called on a regular basis, they will so request in writing.


In the application of this rule should there be no answer to a call by telephone, and the **trainman** being called lives within two miles of the station or yard office, as the case may be, a caller will be sent.

25.2 Unless otherwise advised, trainmen will report for duty fifteen minutes in advance of the time for which ordered.

25.3 Men regularly assigned to crew. run or yard shift, not available or located when called. will remain out of service until return of crew, or completion of yard shift.

25.4 Except in cases of shortage of men, men assigned to regular crews or runs, in assigned or unassigned service, will not be subject to call for other service outside of exercising seniority as conductor. unless advised on arrival they may be required.

25.5 Where a brakeman in a terminal declines a call for service as a conductor his standing as a brakeman will not be affected.

 **25.6** Where a brakeman's spare list or board is maintained, spare brakeman required will be drawn from the board on the basis of first-in first-out, Where a spare brakeman is not available when called, he will be taken off the list and not booked on again until the man who went out in his place returns and books on. He then goes behind him on the list, but if used in emergency, he will take his place on the list on completion of such a tour of duty. Declining to accept or missing calls will be investigated and in the absence of a satisfactory explanation, such employees are liable for discipline in addition to the above penalties.

25.7 Except as otherwise provided in Articles **39** and **42**, when extra or spare conductors are required, conductors in the terminal at the time and holding positions as brakemen, will be entitled to such extra work, **provided** that they have not booked off duty, or on sick leave within the previous **24** hours calculated from time of call, and they will be called in the order of their seniority as conductor; having due regard to the provisions of Article **31**. When such men cannot be located when required, or decline the call, they will not be used out of that terminal as conductor (except in emergency cases, where no other men are available) until the man or men who accepted the call and are used. return to the terminal.

25.8 Except in cases of shortage of men, a **yardman** assigned to a regular shift as yard helper will not be used as a yard foreman, provided he has booked off duty or on sick leave within the previous eight hours calculated from the time required to be called.

25.9 Men used for relief or as extra conductor on passenger trains must, on return to North Bay, immediately upon arrival at **CNR** station. communicate with the Yard Office to be booked on.

25.10 Protecting Service at Outlying Points

At outlying points when an extra brakeman is required and it is not possible to send a spare man, trainmen will be called in the following order:

(a) Brakemen stationed at the outlying point will be called in seniority order for such work.

(b) Brakemen working into such outlying point will be called in seniority order.

(c) When no **roadmen** are available, **yardmen** and then assigned yard foremen will be called in seniority order and will be paid road rates applicable to the service performed.

- (d) Assigned conductors will only be used where no brakemen are available. When called it will be in seniority order and such conductors used in the capacity of a brakeman, will be paid conductor's rate for the service performed.
- (e) It is understood that in any of the above cases the junior available man must respond.
- (f) The employee **so available will be called when** such call will not interfere with him filling his regular assignment.

Understanding Re: Article 25.7

In the Application of Article 25.7: -

It is understood where sufficient men are available, one or more brakemen who are classed conductors may, according to seniority, book "OK as conductor", provided it will not interfere with the manning of crews.

ARTICLE 26

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ARTICLE 27

Cancellation of Regular Assignments

27.1 Trainmen in assigned road **service** whose assignments are to be cancelled will be given as much advance notice as possible. Except in unforeseen circumstances and emergencies, if less than two hours' notice of cancellation in advance of the advertised departure time is given, trainmen will be paid a basic day at the minimum rate applicable to the class of service to which assigned for each tour of duty lost. The provisions of the Article apply only at the home terminal of an assignment and do not apply to trainmen in those classes of service in which a daily guarantee applies.

ARTICLE 28

Not Considered Absent

28.1 Trainmen assigned to regular runs will not be considered absent from duty after arrival at final terminal at end of day's run, but if called for service, will be given **their** turn out with unassigned crews;

28.2 Trainmen employed on regular runs will be allowed to go home for Sunday provided regular service permits.

ARTICLE 29

Running Off Own Subdivisions

29.1 Crews will not be required to run off their own subdivisions except in cases of shortage of men. In no case will men be required to run more than one round trip off their own subdivision. Shortage of men will not be considered to exist where there are men available that could be moved to the point required.

29.2 In accordance with past practice, **Temagami** subdivision unassigned crews have the right to man unassigned **service** on the Elk Lake subdivision except that when unassigned service is operated **Englehart** to **Englehart** via Elk Lake **subdivision** points, same will be manned by unassigned crews with home terminal at **Englehart** and such action will not constitute a runaround with respect to the standing of **Temagami** Subdivision unassigned crews at **Englehart**.

29.3 The operation of Article **29.2** is not intended to prevent a through movement North Bay to **Englehart** via Elk Lake subdivision points or vice-versa or the operation of a **Temagami** subdivision work train on the **Elk Lake** subdivision.

ARTICLE 30

Rest

30.1 Trainmen 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 **enroute**, if they so desire, in accordance with the following provisions. Trainmen are to be the judges of their own condition. "Enroute" may also include the initial or final terminal.

30.2 Notice

(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 **enroute**, the train may, at the Trainmen's option, be taken through to the objective terminal or location where relief can be provided.

(c) When proper notification of the desire to book rest is given, the company will communicate the necessary information, including the discontinuance of work **enroute** 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.

30.3 Rest Period

(a) Trainmen 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 **enroute**, all other members of the train crew will be considered as on **rest** and **automatically** tied UP. In

such circumstances, Trainmen Will not **be** considered as **tied** up between **terminals**.

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

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

(e) Except as provided by **Article 30.5(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.

30.4 Arrangements

(a) When rest is booked **enroute**, Trainmen 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 Clause (ii) above, Trainmen 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 Clause (ii) **above**, Trainmen 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., Trainmen will be relieved of duty by the time rest booked is due to commence.

(c) Trainmen taking rest **enroute** 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 Trainmen relieved of duty in accordance with the provisions of Clause (b) above.

(d) Trainmen 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.

30.5 Accommodations Enroute

(a) When accommodations are to be provided **enroute**, the Train Dispatcher may instruct Trainmen 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, Trainmen will not be considered as tied up between terminals.

(b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the Trainmen 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 Clause (b), this results in Trainmen 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 ½** 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 **Clause (b)**, time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

30.6 (a) When accommodations are to be provided **enroute**, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where Trainmen 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 Trainmen for transportation to an eating facility at the location. Claims for **authorized transportation expenses** must be submitted on Form **1320** accompanied by receipts.

(b) When accommodations are provided **enroute**, Trainmen will be provided an allowance of **\$8.50** where meals are not provided by the company or at company expense.

30.7 Resuming Duty

(a) When accommodations are provided **enroute** and the train does not proceed, Trainmen will resume duty when the rest period has expired and will handle the train to the objective **terminal**.

(b) When accommodations are provided **enroute** and the train proceeds without them, Trainmen 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 Clause (b) above, Trainmen will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is greater) as per class of service.

Note (2): In the application of Clause (b) above, Trainmen who are returned to the home terminal when their train has proceeded to the **away-from-home** terminal without them, will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would otherwise have earned for the round trip had the train not proceeded without them.

ARTICLE 31

Rest Booked at Terminals

31.1(a)(i) Trainmen will have the right, upon going off duty, to take a minimum of 3 and a maximum of 24 hours' rest at the home terminal. Spare trainmen who book more than 14 hours' rest at their home terminals will have their names placed at the bottom of their list after the period of rest has expired.

(ii) The turns of regular assigned and unassigned freight crews in which men have booked rest will not be sent out with spare trainmen in them if the rest booked does not exceed 8 hours.

(b) Trainmen will have the right, upon going off duty, to take a minimum of 3 and a maximum of 8 hours' rest at the away-from-home terminal. Trainmen in assigned service will follow their assignment out of the away-from-home terminal. Trainmen in assigned service will follow their assignment out of the away-from-home terminals provided they have booked not more than six hours' rest.

(c) Rest must be booked in even hours and once booked cannot be changed or cancelled. Rest taken will be exclusive of call time.

31.2(a) Yardmen who have been on duty eleven hours or more will have the right to book rest subject to 2 hours notice of their intention to do so, the men to be the judge of their own condition.

(b) **Yardmen** who have worked two shifts in a 24-hour period, shall have the right to book up to 14 hours rest at the end of the **second** shift.

(c) All **Yardmen** at the completion of their shifts will have the right to book rest up to 12 hours clear, with two hours call, the understanding being that if required to continue working on an overtime basis, they may be required to continue working up to eleven hours.

31.3 Men who are entitled to rest shall not be disturbed by call for the purpose of investigation, until the expiration of time specified for rest, except in case of absolute necessity.

ARTICLE 32

Expenses Away From Home

Joint

32.1 Except as provided in Article **32.3** 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 **\$14.00** per day for meals where such are not provided by the company or at company expense.

32.2 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 his normal place of residence.

32.3 This Article does not apply to an employee moving on his 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 he is **entitled** to the allowance at **such** main (home) terminal.

32.4 Employees who, through the application of seniority rules, are forced account no **applications** received to **fill a position** 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 resthouse **facilities** at the location if available, **and, if there are none, they will be supplied** accommodation, provided that such assignments are not located at the employees' place of residence and the distance from the city or town hall **at the home station** to the location of the assignment is **40** miles or more by the most direct highway route. Such employees will receive an allowance of **\$14.00/day** for meals for each day the **employee** is held at that location to protect the assignment.

ARTICLE 33

Laid Off Employees

Joint

33.1 An employee who is laid off shall be given preference of **re-employment** in the service from which he was laid off when staff is increased and shall be returned to the service in order of seniority.

33.2 A laid off employee who desires to return to the service when work is available for him, **must** keep the proper officer advised of his address in order that he may be readily located.

33.3 A laid off employee who is employed **else-**where at the time he is notified to report for duty may, without loss of seniority, be allowed ninety **(90)** days in which to report, providing:

(a) That it is definitely known that the duration of the work will not exceed ninety **(90)** days.

(b) That other laid off employees are available in his seniority group.

(c) That written application is made to his superior officer **immediately** on **receipt** of notification to resume duty.

33.4 A laid off employee who fails to report for duty, or to give satisfactory reasons for not doing so, within fifteen **(15)** days from date of notification, shall forfeit his seniority rights and his name shall be struck off the seniority list.

ARTICLE 34

Investigation and Discipline

Joint

34.1 No employee will be disciplined or **dismissed** until the charges against him have been investigated; the investigation to be presided over by the man's superior officer. He may, however, be held off for investigation not exceeding three days. He will be given **48** hours' notice of the investigation and will be properly notified of the charges against him. He may select a fellow employee to appear with him at the investigation, and he and such fellow employee will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have bearing on his responsibility, questions and answers will be **re-**

corded. He will be furnished with a **copy** of his statement taken at the investigation. **The employee** will be advised in writing of the decision within **28** days from the date investigation is completed except as otherwise mutually agreed. If not satisfied with the decision he will have the right to appeal in accordance with the grievance procedure.

34.2 On request, the General Chairman will be shown all evidence in the case. In case discipline or dismissal is found to **be** unjust, he will **be** exonerated, reinstated if dismissed, and paid a minimum day for each twenty-four (**24**) hours for time held out of service at schedule rates for the class of service in which he was last employed. When employees are to be disciplined, the discipline will be put into effect within thirty (**30**) days from the date investigation is held.

34.3 It is understood that the investigation will be held as quickly as possible, and the layover time will **be used** as far as practicable. Employees will not be held out of service pending rendering of decision except in cases of dismissable offences.

34.4 (a) Employees will not be taken away from their 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 his home **terminal** whether or not responsibility in the matter under investigation is **subsequently** attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling hour for hour, up to a maximum cumulative total of **8** hours in each **24** hours, at a rate per **hour** of $\frac{1}{6}$ th of the daily rate for passenger service.

34.5 When a discipline assessment will be only a reprimand, warning or **caution**, or the like. a “hearing” or “investigation” is not necessary. In such cases, when the matter is discussed directly with the employee by the supervisor, a third party, such as a fellow employee, other supervisor or union representative, shall not be in attendance. This **provision** will not operate to extend the one year period for the **clearing** of previous demerit marks. Interaction management discussion forms will not be placed on employee files.

ARTICLE 35

Transfers

35.1 When trainmen are to be transferred from one subdivision to another the junior men will be called unless senior men wish to go.

ARTICLE 36

Leave of Absence

Joint

36.1 Employees desiring leave of absence must make application **therefor** to the appropriate supervisory officer.

36.2(a) The minimum **period** for which a spare employee can book off for sickness or leave of absence is twenty-four hours.

(b) Except where deadheading relief is involved, trainmen, on resuming duty after having booked off on sick leave. will not be required to produce a doctor's certificate except when local officers consider an employee a continual offender, or where sharp practice is apparent in which case the employee will be required to submit a **doctor's** certificate within **72** hours after his return to duty.

An employee failing to submit a doctor's certificate within that time **will** be removed from the service until he produces it.

36.3 Employees now filling, or promoted to a company official or other position not covered by any collective agreement, and employees elected as full time representatives Of the employees. will retain their seniority and their names will continue to **ap**-pear on the seniority list. When released from such position they may exercise their seniority to return to a position covered by this agreement provided seniority rights are asserted within **30** calendar days.

ARTICLE 37

Certificate of Service

Joint

37.1 When an employee is discharged or resigns, he will, within five days, be paid and as soon as possible be given a certificate stating term of service and in what capacity he was employed.

ARTICLE 38

Seniority

Joint

38.1 Separate seniority lists shall be established for passenger, freight and yard service. A composite list will **also** be prepared. Such lists shall show date of entry to service of the railway in any classification referred to herein, and date of standing in the particular classification to which assigned.

38.2 Superintendent will prepare composite seniority lists for each class of service and will have them posted on the first day of January and the first day of July in each year. Said lists will be posted in conspicuous places at all terminal registering points

or yard offices. and employees whose standing is incorrectly shown must protest in writing within ninety days thereafter or no action thereafter will be taken. The standing of any man who is absent on leave, or through illness, will not be affected by this Article.

38.3 Interchangeable Seniority Rights

- (a) All trainmen hired subsequent to December 31, 1963 will rank junior to all freight men in passenger service and all passenger men in freight service.
- (b) All men hired subsequent to May 1, 1974 will rank junior to all **yardmen** in road service (including passenger men) and to all road men (including passenger men) in yard service.
- (c) All men hired subsequent to May 1, 1974 will be placed on one seniority list and will be subject to work in road, yard and passenger service.
- (d) Men hired after May 1, 1974 will not be eligible to apply for yard spare board positions.

When yard spare boards are depleted, the company will protect this service from the main line spare board except that main line spare board men hired before May 1, 1974 may elect in writing at the spring and fall job assignment change not to be Called for yard work.

A regular main line trainman with a seniority date prior to May 1, 1974 who is reduced to a spare board position between the regular job assignment changes will be required to make such election at the time of reduction. Other main line men with a seniority date prior to May 1, 1974 will not be forced to work yard positions.

Yardmen hired before May 1, 1974 will not be called for main line service unless they so elect in writing at the job assignment change.

Such elections must be renewed at each spring and fall change.

ARTICLE 39

Promotion

Joint

39.1 Promotion will be made according to seniority of men and, subject to the other provisions of this Article, will be governed by merit, fitness and ability.

39.2 Brakemen shall be examined for promotion to conductor according to seniority on the brakemen's seniority list after **24** months' cumulative service.

Note: In applying the "**24** months" cumulative service, brakemen must have completed a minimum of **200** shifts or tours of duty before they are examined for promotion. Yard foremen and passenger brakemen may use up to **100** shifts or tours of duty in their respective services to make up the **200** shifts or tours of duty provided that the remaining **100** shifts or tours of duty are sewed after August 17, **1979**.

39.3 Brakemen will be notified by bulletin when required for examination for conductor and copy thereof will be furnished to the General Chairman.

39.4 Brakemen 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.

39.5 No brakeman will be deprived of his rights of examination or promotion because of any failure to take examination due to requirements of the company's service, sickness or proper leave of absence, provided that on his return he shall be immediately called and required to take examination.

39.6 Brakemen shall not be permitted to refuse examination. Any brakeman failing to pass the first examination for promotion to conductor shall be given another examination within 6 months and should they fail to pass on the second examination their names shall be placed at the foot of the seniority list or their services dispensed with at the option of the company. This clause does not apply to brakemen with a seniority date as **yardman** prior to December 1, 1972, or to men with passenger seniority prior to July 12, 1954.

39.7 Conductors demoted to brakemen by action of the company will retain their brakeman's seniority and be permitted to exercise same.

39.8 Yard helpers shall be examined for promotion to yard foreman according to seniority on the yard helpers seniority list after **24** months cumulative service. Such service will include service as yard helper or brakeman, at least **16** months of which must be in yard service and/or joint spare board.

Note: In applying the "**24** months" cumulative service, yard helpers must have completed a minimum of **200** shifts or tours of duty before they are examined for promotion.

39.9 Yard helpers will be notified by bulletin when required for examination for yard foreman, and a copy thereof will be furnished to the General Chairman.

39.10 Yard helpers passing the required examination shall be given a certificate of qualification and when promoted to yard foreman shall hold their same relative standing on the yard foreman's seniority list.

39.11 No yard helper shall be deprived of his rights of examination or promotion because of any failure

to **take** examination due to requirements of the **company's** service, sickness or proper leave of absence, provided that on his return he shall **be** immediately called and required to take examination.

39.12 Yard helpers **shall** not be permitted to refuse examination. Any yard helper failing to pass the first examination for **promotion** to yard foreman shall be given another examination within 6 months and should they fail to pass on the second **examination** their names shall be **placed** at the foot of the **seniority** list or their services dispensed **with** at **the option** of the **company**. This clause does not **apply** to **yardmen with a seniority date as brakeman prior to April 17, 1974** or to men with passenger seniority prior to **July 21, 1954**.

39.13 Yard foremen demoted to yard helpers by action of the company will retain their yard helpers' seniority and be permitted to exercise same.

39.14 Any yard helper refusing promotion to yard foreman on any particular **shift** will thereafter rank junior to the man or men promoted to that shift only until that **shift** again becomes vacant.

39.15 Men not promoted and retained in the service will be designated as permanent brakemen or yard helpers by placing the letter "**P**" against their names on the seniority lists.

39.16 In the reduction of crews, the junior men will be reduced.

39.17 When a request is made by a trainman holding a regular assignment for **permission** to revert to the spare board at North Bay or **Englehart**, and such request is approved by the General Chairman, such request will be granted, when possible, on the understanding that **such** trainman **so applying must** remain on the spare board, until next change of timetable.

39.18 A promoted or classed Conductor or Yard Foreman may **relinquish** his rights as such for justifiable cause only when such action is concurred in by the proper officer of the Company and the General Chairman. His name will be **placed on the appropriate** seniority lists in accordance with his seniority thereon. He will be designated as permanent brakeman or yard helper and be permitted to exercise his seniority as such.

ARTICLE 40

Bulletining Runs

40.1 All runs become vacant at change of timetable, and will be bulletined.

40.2 Permanent vacancies and new runs created will be bulletined for five days and given to the senior qualified man applying therefor.

40.3 Employees will be required to bid in **sufficient** positions in writing to properly protect their seniority; filing one copy with the proper officer and one copy with the Chairman of their **organization**. Failing to do so, they may be assigned to junior positions **with** the concurrence of the General Chairman.

40.4 Changes of assignments will be made within ten days from date timetable takes effect.

40.5 The preference of passenger trainmen for place of duty on the train will be respected at change of timetable; always with the understanding that the conductor may at any time require them to perform any duties pertaining to their class of train **service**.

ARTICLE 41

Bulletining Runs When Timetable Not Being Changed

41.1 Notwithstanding anything contained in these rules, the Railway will **recognize** a written request

from the **representative** of the Trainmen to bulletin all runs and assignments. Such requests **shall** not be presented more than twice each year, and shall be acted upon **only** when it is apparent that a new spring or fall timetable is not likely to be issued. When such a request is received by the Railway under the **conditions** herein stated, it will have the same effect insofar as assignments and appointments are concerned as a new timetable.

ARTICLE 42

Temporary Vacancies

Joint

42.1 Trainmen

(a) Temporary vacancies that are open or are known to be open for five calendar days will be bulletined for twenty-four hours and will be filled by the senior qualified applicant.

(b) If the senior applicant is not available at the time relief is required the vacancy will be protected from the spare board until such time as he is available. At points where spare boards are maintained the senior applicant will be released as soon as possible.

(c) When a trainman moves from one vacancy to another under this **article** he will forfeit his temporary right to the vacancy he is leaving and it will then be treated in the same manner as an original vacancy.

(d) A trainman who has been off duty account sickness, leave of absence, mileage or vacation who desires to take a temporary vacancy rather than return to his regular assignment may do so provided that he must displace the junior man on a temporary vacancy in the class of service, with the assigned days off and at the terminal of his choice. but he

may only do so if there was a temporary vacancy ~~but not~~ in that class of service at that terminal during his absence. A trainman wishing to displace in accordance with this provision must indicate his intention and his choice prior to the time he declares himself okay for duty or prior to the time he is to be placed on the working list as the case may be.

(e) The junior man displaced under Clause (d) above may exercise his seniority to a temporary vacancy held by a junior man following the same procedure.

(f) A trainman who has completed a temporary vacancy and who desires to take another temporary vacancy rather than returning to his own position must displace the junior trainman in the class of service desired on a temporary vacancy he did not bid because he preferred to remain on the vacancy just completed.

(g) Trainmen who are displaced from a permanent position will be allowed to displace the junior man in any class of service at the terminal of his choice.

(h) When a man is exercising seniority as a result of displacement or on return from mileage, leave of absence, or vacation, he must declare himself immediately unless he himself is immediately booking off for mileage, vacation or leave of absence in which case he will declare on his return to work.

In the application of this provision, when a man declares himself, the person affected is immediately displaced.

42.2 Yardmen

(a) When **yardmen**, either foreman or helpers, lay off for three days or more, or a vacancy has been

open three days. the **senior yardman** will fill the vacancy, if he so desires. **Seniority** to govern in men's respective classes.

(b) **Yardmen** holding foreman's positions on the night shift will not lose their right to such assignments while relieving helpers on a day shift.

(c) left blank

(d) When a yard foreman's position, temporary or permanent, becomes vacant and no applications are received, the junior foreman at the terminal with the necessary experience will be forced to the positron. At an outlying point where no spareboard is maintained, the junior qualified foreman on the system with a seniority date subsequent to May 1, 1974 will be forced to the position unless a protected **yardman** named in the letter of February 11, 1974 is working as third man in a reducible crew in which event the junior such man will be forced to the unbid position subject to his right to displace a junior yard foreman from a reduced crew at his terminal.

(e) When a foreman's position is temporarily vacant on account of sickness, leave, or until the vacancy is bulletined, or an extra shift, the senior qualified helper starting work at the same time will be compelled to fill the vacancy. If qualified helper starting work at the same time is not available, the one starting nearest to that time will be compelled to fill the vacancy.

When unable to fill a vacancy in this manner qualified Yard Foremen in the terminal at the **time** and holding a position as brakeman or yard helper will be called for such work in the order of their seniority as foreman, having due regard to Article 31. When such men cannot be located when required or decline the

call as Yard Foreman their seniority as conductor, brakeman or yard helper will not be restricted. In this situation the junior available foreman in the terminal must respond. Main line men hired before May 1, 1974 may elect in writing to be called in their turn for such work.

(f) A **yardman** appointed to fill a vacancy which he has bid in will not have the right to bid in the position he has vacated when advertised as a result of his leaving it.

42.3 When a vacancy is open for five calendar days in passenger, assigned freight or assigned yard service, the man filling the vacancy will not be held on the lay-over for the remainder of the vacancy, provided the vacancy does not continue after the lay-over days.

ARTICLE 43

Terminals

43.1 Points on current timetable where one or more trains end, are terminal points for such trains. The meaning of "Terminal" in the foregoing is understood to be the regular points between which crews regularly run: for instance, the terminal from which a branch line projects would be the terminal for the branch, but not necessarily for the section from which the branch line springs.

ARTICLE 44

Mileage Regulations

44.1 Maximum Mileage

The mileage for which trainmen are paid will, as far as practicable, be confined to the following limitations:

In assigned passenger service - **Conduc-**

tors, baggagemen and brakemen - **6,400** miles per checking period or equivalent no carry-over.

In all other train service -

Conductors - **4,300** miles per checking period or equivalent no carry-over.

Brakemen - **4,300** miles per checking period or equivalent no carry-over.

Spare Lists will be regulated as nearly as possible to permit spare men to average the following minimums:

Passenger Spare **List - 4,000 miles** or equivalent

Freight Spare **List - 3,000** miles or equivalent

Yard Spare **List - 8** days per semi-monthly checking period.

44.2 Excess Miles

(a) Trainmen making excess mileage will carry-over to the next checking period, twice the excess miles so made.

44.3

(a) More Than One **Class** of Service

When trainmen are used in more than one class of service during a calendar month or checking period, the following equivalents will be booked:

For **150** miles at passenger rates - **100** miles freight

For each tour of duty of eight hours or more at yard rates - **140** miles freight

(b) Mileage made by an **ESB** as an engineman will be included with **mileages** made as trainman/**yardman** in the calculation of his total mileage in monthly checking period.

44.4 Shortage of Men

Maximum mileage will not apply when there is a shortage of men.

● 44.5 Booking On

Men will not be held out of service after **12** o'clock noon on the last day of their respective checking periods. Men returning from mileage will be placed on the working lists at **2200** hours on the last day of their checking period.

***44.6 Outside Points**

Men working at outside points will advise Terminal Agent in sufficient time in order that relief may be furnished by him when they **have accumulated** their maximum mileage, and they will be relieved at point where relief is regularly furnished.

● 44.7 Checking Mileage

The railway will co-operate with Trainmen's Committee in carrying out the provisions of these rules in that Chairman of the Committee will, upon request, be allowed to check mileage with Chief Timekeeper, and arrange for any adjustment through Superintendent or his assistants. Mileage checks when requested will not exceed **90** days.

***44.8 Records**

Records will be maintained by the railway, however no part of this rule shall be used against the railway 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 Mileage not Guaranteed**

The mileages specified herein are not in any manner to be considered as guaranteed mileage allowances.

***44.10 Checking Periods**

A monthly checking period will be assigned to each man.

***44.11 Booking Mileage**

Each member of a crew on arrival at the designated terminal where mileage is to be booked, will be required to book their mileage, including accumulated mileage for the checking period. Men failing to do so will not be called for further service until their mileage has been booked.

44.12 In the application of this article, the following earnings will not be charged against an employee's mileage record:

- (a) General Holiday Pay
- (b) Travel Allowance

- (c) Bereavement Leave
- (d) Annual vacation
- (e) **Allowances** for **periodic** medical or **rules** examinations
- (f) Penalty Payments under Articles **13** and **19**
- (g) Work performed off assignment account shortage of men.
. Applies also to **yardmen**.
- (h) Trainmen called for yard foremen (when no men available) while assigned to other classes of service.

ARTICLE 45

Van Tracks

45.1 Caboose or van tracks will be provided at terminal points, and other cars will not be placed on van tracks. In no case will switching be done with van attached, or will trains be **built** on vans.

ARTICLE 46

Exemptions

46.1 Trainmen will not be required to brass cars, except perishable or livestock, nor to pick up cars on line that need brassing.

46.2 Trainmen will not be compelled to clean cars, light lamps, couple or uncouple hose bags on trains where car repairers are on duty, but will be expected when train porters are not employed, to remove rubbish from coaches while **enroute**, so as to give them a tidy appearance.

46.3 Trainmen will not be compelled to handle cars in trains, the draft gears of which are defective, and require to be chained, further than to take a car of perishable freight or livestock, which may become disabled **enroute** to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van, other than official cars or **flangers**.

46.4 **Yardmen** will not be required to couple or uncouple hose bags. or chain up cars in yard or on repair tracks, where Car Repairers are on duty.

ARTICLE 47

Electric Lanterns

47.1 Effective March 1, 1960, all employees must provide themselves with an electric white lantern. The electric lantern, bulbs and batteries must be of a standard prescribed by the Railway and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

47.2 Employees will be furnished white electric lanterns by the Railway upon signing payroll deduction order for the actual cost of the lantern supplied, not including the cost of bulbs and batteries. This deduction will be made from the pay cheque in the current payroll.

47.3 Employees, who prior to March 1st, 1960, have already 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 two serviceable white bulbs and a provision for carrying a spare white bulb in the lantern, as required under the provisions of Article **47.1**.

47.4 When an employee leaves the service of the Railway, either voluntarily, by discharge, or by death,

the lantern if in satisfactory condition, may be returned to the Railway whereupon the amount of deposit made when the lantern was issued, shall be refunded to the employee or his estate.

47.5 Replacement of lanterns issued by the Railway will be made without cost to the employee under the following conditions:

(1) When worn out or damaged in the performance of Railway service upon return of the lantern.

(2) When stolen while employee is on the premises of the Railway without neglect on the part of the employee.

(3) When destroyed in the performance of duty.

47.6 The Railway 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.

47.7 In the event that due to conditions beyond the control of the Railway it becomes unable to obtain a sufficient quantity of such electric lanterns, bulbs or batteries for the purpose set forth herein, the Railway shall thereby be relieved of compliance with the provisions of this Article to the extent that such inability makes it impossible to comply herewith.

ARTICLE 48

Engine Equipment

Joint

48.1 All engines to be equipped with suitable seats and wrecking chains.

48.2 Yardmen will not be **required** to work with yard engines not equipped with automatic couplers, grab irons, foot boards and suitable headlights. Foot boards must be in safe **condition** to work with when turned out from shop.

ARTICLE 49

Baggage Car Equipment and Supplies to Vans

49.1 Ontario Northland Railway baggage cars running exclusively over this line will be equipped with emergency kit -- (including stretcher) - same to be left in car.

ARTICLE 50

Manning New Lines

Joint

50.1 Preference in manning new lines or extensions will be given trainmen on promotion district from which new line diverts. In future when a new line connects two promotion districts it will be manned by men taken equally from these districts, provided they are competent, having regard to the men's **seniority** dating from time of entering the service, and these men will then rank with the men on the **promotion** district to which they have been transferred, according to the dates from which they rank in the service, as Conductors, **Baggeman** or Brake-man respectively. This will not apply to diversions reducing grades or distances on existing lines.

ARTICLE 51

Payment for Examinations

Joint

51.1 Periodic Medical Examinations

An employee required to take a periodic medical examination during his off-duty hours shall be

allowed payment of 3 hours' pay on the basis of one-eighth of the daily rate applicable to the service last performed.

51.2 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) Payment of a minimum of a basic day or loss of earnings, whichever is greater at the daily rate applicable to the service last performed for periodic rule examinations, safety training.

Note: 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 company facilities. Such accommodation will be in clean, single occupancy rooms and to the extent it is practicable, will include cooking facilities. Employees will be paid an allowance of **\$14.00** per day.

(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.

ARTICLE 52

Local Rules

Joint

52.1 Train crews (other than assigned passenger or mixed train crews) required to perform duty between North Bay **CNR** and North Bay **ONR** will be paid **12½** miles per hour with a minimum of **12½** miles for such service and will hold their turn out of North Bay **ONR**.

52.2 North Bay freight spare board will protect all passenger spare work out of that terminal and when used as extra men in passenger service will be paid at passenger rates.

52.3 Train baggageman on mixed train operating between **Cochrane** and **Moosonee**, Island Falls Sub-division will be paid an arbitrary of **\$36.00** per month for checking operation of steam generator car when this unit is operating (pro-rated when used intermittently) under the following arrangement.

During the season when heat is required, the unit will be started by the shop staff before leaving **Cochrane** and **Moosonee**.

Train baggageman while **enroute** will frequently check the steam gauge in the baggage car to assure that steam pressure is normal, and will also make periodical inspection of the steam generator car.

In the event of a malfunction indicated by the sound of the siren, or during inspection, **baggage**-man will advise the conductor, and the crew will take whatever action is necessary in an effort to correct the **defect** and failing this, take all necessary precautions to protect the generator car and passenger equipment.

52.4 Employees, after being absent for any reason, must book on at least 3 hours in advance of the reporting time of their assignment. This rule will not conflict with the provisions of Article **44.6**.

52.5 No trainman shall be allowed to bid in any position while on sick leave, leave of absence, or on vacation.

ARTICLE 53

Material changes In Working Conditions

53.1(a) 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 Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon **employees concerned**. No material change will be made until agreement **is** reached or a decision has been rendered in accordance with the provisions of Section 1 of this Article.

(b) The Company will negotiate with the Union, measures other than the benefits covered by Sections 2 and 3 of this Article 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 schedule rules considered necessary for the implementation of a material change **is** also subject to negotiation.

(c) While not necessarily limited thereto, the measures to **minimize** adverse effects considered negotiable under Clause (b) above, 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 **enroute**.

- (11) Work enroute.
- (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.

(d) The negotiations referred to in Clause (b) above shall be conducted between the General Manager (or his delegate) and the General Chairman and shall commence within **20** days of the date of the notice specified in Clause (a) above. 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 seven days of the cessation of negotiations, be referred 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 Section 1 (a) hereof 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 Clause (e) below.

(e) 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 in Clause (f) hereof, or if its recommendations are not

agreeable to either party, a Joint Statement of Issue, or Issues. remaining in dispute may be referred **within** seven 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 his decision together with reason **therefor** 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.

(f) **Time** limits specified in Clauses (d) and (e) above 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.

(g) The decision of the Arbitrator shall be confined to the issue or issues placed before him 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 schedule rules considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

(h) The Company and the Union **shall respectively** bear any expenses each has incurred in the presentation of the case to the arbitrator but any general **or** common expenses, including the remuneration of the arbitrator, shall be divided **equally**.

(i) The appointment of the Arbitrator referred to in **Clause (e)** above 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.

(j) In the event either party serves notice as provided in Clause (i) above, or the **permanent** arbitrator serves notice on the parties of his intention to terminate his appointment, and there are disputes requiring final determination during a period in which there is no permanent arbitrator, the parties will, within **27** days of cessation of negotiations, 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. 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 Clause (e) and by the **provision** of Clause (g) above.

(k) Notwithstanding the provisions of Clause (a) above, changes involving the relocation of employees shall not be made earlier than **15** days following the decision of the Arbitrator.

(l) This Rule 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

reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.

(m) A dispute concerning the applicability of this Rule to a change in working conditions will be processed as a grievance by the General Chairman direct to the General Manager, and must be presented within 60 days from the date of the cause of the Grievance.

Relocation Expenses

53.2(a) The benefits set forth hereunder shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

(b) 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:

An employee:

(1) Must have 24 months cumulative compensated service (to establish one month of cumulative compensated service, an employee must, for the purpose of this rule, in that month have worked and/or been available for service on:

30 days if in road service,

21 days if in yard service,

25 days if in both road and yard service or a major portion thereof.

(2) Must occupy unfurnished living accommodation to be eligible for benefits under paragraphs (2), (6) and (7) of Clause (c) of this Section.

(3) Must establish that it is impractical for him to commute daily to new location.

(c) Relocation Benefits

(1) 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 **Railway**.

(2) An **allowance** of up to **\$550**. for incidental expenses actually incurred as a **result** of relocation.

(3) Reasonable transportation expenses from his former location to his new location, by rail, or if **authorized**, by bus or employee-owned automobile, and up to **\$140**. for an employee without dependents, and an additional amount of **\$55**. will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this subparagraph, a spouse will be considered as a dependent.

(4) Upon **authorization**, an employee may drive his automobile to his new location at an allowance of **18¢** per mile.

(5) In order to seek accommodation in his new location and/or to move to his 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.

(6)(a) Reimbursement for loss sustained on the sale of a relocating employee's private home which he 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-I plus any real estate agent and legal fees, and the **amount** established as the selling price in the deed **Of sale**.

(b) 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-I of this article.

(c) An eligible employee who desires to sell his house and receive any benefit to which he may be entitled under this item 6 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 item 6 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 item 6 must be made within **12** months of the final determination of value.

(d) Payment of the cost of moving a wheeled mobile house which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the company and shall not, in any event, exceed a total cost of **\$4,400**. Receipts shall be required.

(7) If an employee who is eligible for moving expenses does not wish to move his household to his new location, he may opt for a monthly allowance of **\$120**, effective January 1, **1986**, which will be payable, so long as he remains at his new location, for a **maximum** of **12** months from date of transfer to his new location. An employee claiming under this clause may elect within such **12-month** period to move his household effects, in which case the amount paid out under this clause shall not be deducted from the relocation expenses allowable.

(8) Alternatively to (6) 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 he occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the railway 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**

53.3 An employee whose position is abolished by a change made under the provisions of Section 1 (a) of this article 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 he is **eligible** to receive an early retirement pension **with** an actuarial cutback, be entitled to receive:

(1) An allowance of **\$60.** 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

(2) A lump sum payment calculated as follows:

Age at Retirement	Lump sum equivalent to the total value of monthly allowances he 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 Article **53.3** 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.

53.4 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.

53.5 Material changes in working conditions provisions are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections **150, 152,** and **153,** Part V of the Canada Labour Code do not **apply.**

The provisions of this Article **53** are intended as well, to **minimize** the impact of termination of employment on the employees represented herein and Sections **60.11** and **60.15** of Part III of the Canada Labour Code do not apply.

Appraisal Procedure

Appendix A-I

When an affected employee desires to sell his home under the provisions of Section **2(c) (6)** of this Rule, of which this Appendix A-I 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** working 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 Section **2(c)** and **6(a)** of this Rule.

(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-I.

(e) If such joint conference does not resolve the matter then 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 this Rule and such price shall be binding on both parties.

(f) The employee and Company officer concerned shall endeavour to mutually agree upon the **independen-**

dent 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-I, nor with such appraiser's employee, fellow employee or partner.

(h) The fees and expenses of any appraiser **appointed** in accordance with Clauses (e) and (f) shall be **paid** by the Company.

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 _____ B a t h r o o m s - -

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 _____

ARTICLE 53 A

Preferred Employment Security

53A.1 An **employee** who was in the service on December 31, 1988 and who has or subsequently attains 7 years' service shall be defined as having "Preferred Employment Security".

53A.2 Such employee, who is displaced or has his/her job abolished, shall exercise his/her seniority as presently provided in his/her collective agreement, up to and including his/her basic seniority territory if necessary, in order to retain his/her Employment Security.

53A.3 If still unable to hold a position, then in order to retain Employment Security he/she shall (subject to qualifications):

(i) fill an unfilled permanent vacancy within the jurisdiction of another seniority group of the same union covered by the same collective agreement;

(ii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and another signatory union.

(iii) there being none, fill an unfilled permanent vacancy within the jurisdiction of another seniority group and a non-signatory union or in a position which is not covered by a collective agreement.

Note: In the application of above Clauses (i), (ii) and (iii) maintenance of basic wage rates shall apply.

(iv) There being none, be placed in a "waiting" status until such time as a vacancy occurs within his/her classification on the seniority territory, or as per Clauses (i), (ii) and (iii) above. During this period the employee's U.I. benefits (subject to U.I. approval), and/or outside earnings, will be supple-

mented to a level equal to **80** percent of his/her weekly base pay continuing until such time as a position is found for the employee in accordance with the foregoing.

Also during this period the employee must accept temporary work at his/her lay-off location.

53A.4 In each of the above cases, before proceeding to the next option, the employee shall be required to fill such unfilled vacancy as far as the basic seniority territory if necessary.

53A.5 Such employee shall retain and continue to accumulate seniority on his/her original list and be subject to recall. There will be no transfer of seniority rights on moves except as may be already provided by the current rules.

53A.6 Training shall be provided if necessary to achieve qualifications, with maintenance of earnings as described above to prevail throughout the training period.

53A.7 An employee who declines to exercise any of the options detailed in Article **53.A.3** hereof, or who while on "waiting" status refuses recall to any permanent vacancy or temporary work as therein described, or refuses recall to a permanent position on his/her original basic seniority territory, shall forfeit his/her employment security. Such employee will, however, be entitled to such other benefits under The Plan for which he/she is eligible.

53A.8 This Article **53 A** does not apply to reductions in forces made necessary by strikes or lockouts in the Railway Industry.

Article **54**
Annual Vacations

Section 1

1 .(a) An employee who at the beginning of the calendar year is not qualified for vacation under Clause (b) hereof will be allowed one calendar day's **vacation** for each twenty-six days worked **and/or available** for **service**, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be **4%** of the gross wages of the employee during the **preceding** calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (b) of this section.

(b) Subject to the provisions of Clause (c) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in **30** calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each **17** days worked **and/or available** for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be **6%** of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (d) of this section.

(c) An employee covered by Clause (b), hereof will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he has rendered compensated service in **40 calendar** months; otherwise his vacation entitlement will be calculated as set out in Clause (a) hereof. Any

vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

(d) Subject to the provisions of Clause **(e)** hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 7 years and who has rendered compensated service in **70** calendar months calculated from the date of entering service shall have his vacation scheduled on the basis of one calendar day's vacation for each **13** days worked and/or available for service, or major **portion** of such days, during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be **8%** of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for **further** vacation under Clause **(f)** of this **section**.

(e) An employee covered by Clause(d) hereof will be entitled to vacation on the basis outlined therein if on his **8th** or subsequent anniversary date he has rendered compensated service in **80** months his vacation entitlement will be calculated as set out in Clause **(b)** hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

(f) Subject to the provisions of Clause (g) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 15 years and who has rendered compensated service in 150 calendar months, calculated from date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under Clause (h) of this section.

(g) An employee covered by Clause (f) hereof will be entitled to vacation on the basis outlined therein if on his sixteenth or subsequent service anniversary date he has rendered compensated service in 160 calendar months: otherwise his vacation entitlement will be calculated as set out in Clause (d) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

(h) Subject to the provisions of Clauses (i) and (j) hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 25 years and who has rendered compensated service in 250 calendar months, calculated from date of entering service,

shall have his vacation scheduled on the basis of one calendar day's vacation for each $8\frac{2}{3}$ 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.

(i) An employee covered by Clause (h) hereof will be entitled to vacation on the basis outlined therein if on his twenty-sixth or subsequent service anniversary date he has rendered compensated service in 260 calendar months; otherwise his vacation entitlement will be calculated as set out in Clause (f) hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

(j) In the application of Clause (h), the company will have the option of:

1. Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
2. Splitting the vacation on the basis of five weeks and one week.

(k) In computing service under Clauses (a) to (j) inclusive of this section 1., days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

Section 2

(a) Subject to the provisions of Clauses (c), (e) and (g) of Section 1, an employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his service entitlement calculated as provided for in Section 1, for any vacation due him up to the time of termination of his service.

(b) An employee who at the time of termination of his service has not qualified for vacation as provided for in Clause (a) of Section 1 shall be paid 4% of his gross earnings for the calendar year in which his service is terminated.

(c) An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per Section 1.

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

(e) 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.

(f) Time off duty because of lay-off, bona fide illness, injury, or attendance to **organization** business (except on full-time basis), shall be included for qualification purposes in Section 1.

Section 3

(a) An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

(b) 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.

(c) An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his **vacation** and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and **will** continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the proper officer of the company and the local chairman of the Union.

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

(e) 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 Clauses (c) and (d) of this section, he shall be given at least 3 weeks' advance notice of such **re-scheduling** and will be entitled to the following penalty payment:

For each calendar day during his originally scheduled vacation period on which he performs service or is available for service, one-seventh of one percent of the employee's gross wages during the **preceding** calendar year: payable during the period of his rescheduled vacation dates.

The **re-scheduled** vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Clause (e) does not apply where rescheduling is a result of an employee **exercising** his seniority to a position covered by another vacation schedule.

(f) 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.

Note 1 - Provided that at least one period of split vacation is taken in the months of January to May inclusive or September to December inclusive employees entitled to vacation of two weeks or more may, provided proper application is made prior to January **15th**, and there is no additional expense to the railway, take his **vacation** in up to four portions, none of which will be less than 5 days. Only one portion of split vacation will be **alloted** during July and August. This will not be interpreted to prevent an employee from taking all of his vacation at one time.

Note 2 - Employees **returning** from vacation will be **placed** on the boards at **2200** hours on the last day of their vacation period.

Note 3 - Section **3(e)** of Article **54** is suspended and will not again become effective until the first day of January in the year to be specified by the union. The union will notify the company not later than December **15** of the year preceding the year in which the suspended provision is to become **effective**.

ARTICLE 55

General Holidays

Joint

55.1 An employee who qualifies in accordance with Article **55.2** shall be granted a holiday with pay on the following general holidays:

New Year's Day	St. Jean Baptiste Day
Day after New Year's Day (Ontario only)	(Quebec only)
	Civic Holiday
	(First Monday in August)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Remembrance Day
Christmas Day	Boxing Day

Note: If the Government of Canada designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Government shall be substituted for "the day after New Year's Day" in Ontario and for "the first Monday in August" in the Province of Quebec.

55.2 In order to qualify for pay on any of the holidays specified in Article **55.1**, an employee shall have completed thirty 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 otherwise provided herein shall be entitled to **wages** for at least **12 shifts** or tours of duty during the **30** calendar days immediately **pre**-ceding the general holiday; and

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, **hospitali-****zation**, illness for which the employee **qualifies** for weekly sickness benefits and **authorized** maternity leave will be included in determining the **12** shifts or tours of duty referred to in this sub-paragraph **(b)**.

(c) Unless cancelled, **shall** be available for duty on such holiday if it occurs on one of his work days excluding vacation days.

An employee under rest for any **portion** of a holiday where the rest booked is twelve hours or less consecutive with his last shift or tour of duty shall not be considered unavailable under this Clause **(c)** because of such rest period.

This Clause **(c)** shall not apply in respect of an employee who is laid off of suffering from a **bonafide** 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.

(d) In the application of sub-paragraph **(b)** of this paragraph, an employee assigned to a regular assignment who:

(i) 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 **12** tours of duty on that assignment in the **30** calendar days.

(ii) Reaches his/her maximum monthly mileage during the **30** calendar days immediately preceding the general holiday, provided he/she is available for work subsequent to his/her 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 **12** tours of duty in the **30** calendar days immediately preceding the general holiday.

(e) A trainman, except if on the spare board, who makes himself unavailable when called or books off for his job which commences on the day before the general holiday and thereby makes himself unavailable for a return movement on the general holiday will not be considered as available under Clause (c) hereof. This Clause (e) shall not apply to an employee who books not more than **12** hours' rest consecutive with his last tour of duty prior to the general holiday or to an employee covered by the provisions of Clause (c) hereof.

55.3 A qualified employee whose vacation period coincides with a general holiday specified in Article 55.1 shall be paid the amount specified for his classification in Article 55.5(a).

55.4 An employee who does not qualify under Article 55.2 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 the wage agreement.

55.5 (a) An employee qualified under Article 55.2 and who is not required to work on a general holiday shall be paid in accordance with the following:

(i) An assigned **yardman** shall be paid eight hours pay at the straight time rate of the position he would have filled had his assignment worked on the holiday.

(ii) Spare **yardmen** shall be paid eight hours pay at the yard helper's **straight** time rate.

(iii) A conductor, baggageman or brakeman shall be paid an amount equal to his earnings, exclusive of overtime for the last tour of duty he 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 the passenger service, the equivalent of **150** miles shall be paid.

(b) An employee qualified under Article **55.2** and who is required to work on a general holiday shall,
< at the option of the railway >

(i) Be paid, in addition to the pay provided in Article **55.5(a)** at a rate equal to one and one half times his regular rate of wages for the shift or tour of duty worked by him 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 clause (i) shall apply to the first shift or tour of duty only: or

(ii) Be paid for work performed by him on the holiday in accordance with the provisions of the Wage Agreement and in addition shall be given a holiday with pay at the rate specified in Article **55.5(a)** on the first calendar day on which the employee is not entitled to wages following that holiday.

(iii) In the application of this Clause **(b)**, **yardmen** shall be paid in accordance with paragraph (i), and paragraph (ii) will not apply to such employees.

55.6 Shifts or tours of duty commencing between mid-night and **2359** both inclusive on the general holidays specified in Article **55.1** shall be considered as work on that holiday.

55.7 For the purpose of this Article **55**, deadheading for which compensation is paid shall be deemed to be a tour of duty worked.

55.8 Holiday payments made under this Article will not result in a duplicate payment as a **result** of the application of Article **8.2**.

55.9 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.

ARTICLE 56

Joint

Health and Welfare

56.1 Weekly Indemnity and Life Insurance

The railway shall provide an Employee Benefit Plan which shall be in accordance with the provisions of the governing Supplemental Agreement.

56.2 Medicare Allowances

Eligible employees shall be provided with **medicare** allowance as provided for in the Supplemental **Agreement** governing an Employee Benefit Plan for Ontario Northland Employees.

56.3 Life Insurance Upon Retirement

An employee who retires from the service with a company pension will be entitled to a **\$6,000**. life insurance policy fully paid up by the company. If retirement on pension is earlier than age **65** and an employee's term life insurance is extended to **age 65**, the paid up policy will be provided at **age 65**.

56.4 Continuation of Benefits

Effective July 1, 1986, employees retiring from the service prior to age 65 will have their Life insurance, Dental Plan and Extended Health Care Plan continued until they attain the age of 65.

ARTICLE 57

J o i n t

Bereavement Leave

57.1 Upon the death of an employee's spouse, child, parent, grandparent, father-in-law, **mother-in-law**, brother, sister, step-parent, step-brother or stepsister, an employee who has not less than 3 months' cumulative compensated service shall be entitled to 3 consecutive calendar days' bereavement leave with payment of lost earnings exclusive of overtime within such 3 days. In the application of this Article 57, an employee's spouse is defined as 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 that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2 (1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the employee.

ARTICLE 58

Deduction of Union Dues

Joint

58.1 The Company shall deduct on the payroll, for any pay period which contains the twenty-fourth calendar day of a month, from wages due and **pay-**

able to each employee coming within the scope of **this** collective agreement an amount equivalent to the uniform monthly union dues of the **Organization**, subject to the conditions and exceptions set forth herein.

58.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the **Organization** and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement except to conform with a change in amount of regular dues of the **Organization** in accordance with its constitutional provisions.

58.3 Employees filling positions of a supervisory capacity not subject to the rules of this agreement shall be excepted from dues deduction.

58.4 Membership shall be available to any employee eligible under the constitution of the **Organization** on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied for reasons of race, national origin, colour or religion.

58.5 Deductions shall commence on the payroll for the first pay period which contains the **twenty-fourth** calendar day of the month following completion of thirty calendar days after date of first service.

58.6 If the wages of an employee payable on the payroll for the pay period which contains the **twenty-fourth** calendar day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the **designated** payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

58.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the **Organization** holding the agreement under which the preponderance of the time is worked in that period. No more than one deduction of dues shall be made from any employee in any month.

58.8 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions, and deductions for provident funds shall be made from wages prior to the deduction of dues.

58.9 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the local Treasurer of the **Organization** not later than forty calendar days following the pay period in which the deductions are made.

58.10 The Company shall not be responsible financially or otherwise, either to the **Organization** 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 any employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the **Organization**, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Treasurer of the Local **Organization**.

58.11 The question of what compensation, if any, shall be paid the Company by the Union in **recogni-**

tion of services performed under this **Article** shall be subject to reconsideration at the request of either party on fifteen days notice in writing.

58.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article **58.2**, all parties shall co-operate fully in the defence of such action. Each party shall bear **its** own cost of such defence except that if at the request of the **Organization**, council fees are incurred these shall be borne by the **Organization**. Save as aforesaid the **Organization** jointly and severally, **shall** indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such **deduction** or deductions from payrolls.

ARTICLE 59

Grievance Procedure and Final Settlement of Disputes

Joint

59.1 Grievance Procedure - Interpretation or Violation of Agreement

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 discipline imposed shall be initiated at Step 2 of this grievance procedure.

Step 1 Presentation of Grievance to Immediate Supervisor.

Within sixty calendar days from the date of cause of grievance the employee or the Local **Chair-**

man or General **Chairman** may present the grievance in writing to the immediate supervisor, who will give a decision in writing within sixty calendar days of receipt of grievance.

Step 2 Appeal to Superintendent of Train Operations

Within sixty calendar days from the **date** of the decision under Step 1, or in the case of an appeal against discipline imposed within thirty calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairman or General Chairman may appeal the decision in writing to the Superintendent of Train Operations.

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 sixty calendar days of receipt of the appeal.

Step 3 Appeal to General Manager

Within sixty calendar days of the date of the decision under Step 2, the General Chairman may appeal the decision in writing to the General Manager.

The appeal shall be accompanied by the union's contention, and all relevant information concerning the grievance. The General Manager shall render his decision in writing within sixty calendar days of receipt of the appeal. The General Chairman may request a meeting with the General Manager or his delegate when presenting the appeal.

59.2 Final Settlement of Disputes.

A grievance which is not settled at the General Manager'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.

A request for arbitration shall be made within sixty calendar days from the date decision is rendered in writing by the General **Manager** 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.

59.3 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 where Article **59.4** applies, be progressed to the next step in the grievance procedure.

59.4 In the application of Article **59.1** 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, the 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**.

59.5 The settlement of a grievance shall not under any **circumstances** involve retroactive pay beyond a period of ninety calendar days prior to the date that such grievance was submitted at the first applicable step of the grievance procedure.

59.6 Time limits specified in this Article may be extended by mutual agreement.

59.7 When a recorded conversation may be relevant to the disposition of a grievance, the Local or General Chairman 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 or General Chairman to listen to the recorded conversation.

ARTICLE 60

Training Employees

60.1 Conductors and Yard Foremen will not be required to work a tour of duty without the assistance of at least one employee who has completed the company's training course for new trainmen which will consist of classroom training and **20** trial tours of duty for brakemen trainees in road service and **15** trial shifts as **yardman** trainee.

60.2 Conductors and Yard Foremen will receive an allowance (as shown in Article **99.8**) while providing on-the-job training to **brakemen/yardmen** trainees during the trial tours of duty referred to in Article **60.1**.

60.3 During such trial tours of duty, the Conductor or Yard Foreman will provide such advice, counsel and supervision as may be required to ensure Safe operation and to assist the trainee in the improvement of his skill and competence. Conductors and Yard Foremen will complete progress reports as necessary.

60.4 Conductors finding a trainman/brakeman incompetent must so report complaint in writing to the proper officer of the company. A Conductor will not again be required to take out an incompetent trainman/brakeman unless the alleged incompetency is disproved.

60.5 During the time new employees are assigned to a company training program they will be paid **\$6.00** per hour.

ARTICLE 61

Printing of Collective Agreements

61.1 The company undertakes the responsibility for the printing of collective agreements 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 Chairman. This will include such costs incurred with the printing and delivery of updated pages.

ARTICLE 62

Use of Communication Systems

62.1 It is **recognized** that pursuant to the Uniform Code of 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.

62.2 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.

62.3 Portable radios used and carried by **yardmen** 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.

62.4 The size and weight of portable radios used by trainmen will not exceed that presently in use and portable radios hereafter purchased for use in road service will be of a 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.

62.5 Subject always to the proper application of the Uniform Code of Operating Rules employees covered by this agreement will not be held responsible for accidents caused by failure of radio equipment to properly function.

62.6 At locations where radio is used sufficient frequency channels will be **utilized** to provide safe communication.

62.7 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.

62.8 In the application of this Article **62**, when trainmen are ordered to deadhead and instructed to pick up and/or deliver radio(s) they will be paid a flat allowance of thirty minutes (**6** miles) in addition to their deadheading.

62.9 Trainmen will be required to use telephone and other methods of communication in order to obtain train orders where there are no employees on duty at the location for that purpose. Conductors in Work Train Service required to come on duty early to copy Train Orders will be paid for such time worked with a minimum of **30** minutes.

ARTICLE 99
- Rates of Pay

99.1 Passenger Service

(a) Rates of Pay
 The rates of pay for passenger trainmen on trains propelled by steam or other motive power shall be:

	Per Mile, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
Conductors	71.99c	75.23c	78.99c
Baggagemen	59.00	61.66	64.74
Brakemen	58.06	60.67	63.70

Minimum Day

The minimum allowance for passenger trainmen in steam or other train service for each day used shall be:

	Per Day, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
Conductors	\$107.99	\$112.85	\$118.49
Baggagemen	88.50	92.48	97.10
Brakemen	87.09	91.01	95.56

Monthly Guarantee

Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord, shall receive the following minimum sums, exclusive of overtime earned, if any, for the calendar month:

	Per Month, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
Conductors	\$3,239.70	\$3,385.50	\$3,554.70
Baggagemen	2,655.00	2,774.40	2,913.00
Brakemen	2,612.70	2,730.30	2,866.80

(b) Overtime

Overtime in ail passenger service shall be computed for each employee on the basis of actual overtime worked, or held for duty, at the following rates:

	Per Hour, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
Conductors	\$13.50	\$14.11	\$14.82
Baggagemen	11.07	11.57	12.15
Brakemen	10.89	11.38	11.95

99.2 Freight Service

(a) The pay in through, irregular, freight, pusher, helper, work, wreck, construction, snow plow and circus trains, shall be:

	Per Mile, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan 1/90	Jan. 1/91
Conductors	\$100.30	\$104.81	\$110.05
Brakemen	88.23	92.20	96.81

(b) Wayfreight Service

The pay for wayfreight service shall be:

	Per Mile, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
Conductors	104.86¢	109.58¢	115.06¢
Brakemen	91.82	95.95	100.75

(c) Road Switcher **Service** (Eff. Feb. 1/86)

	Per Mile, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
Conductors	128.35¢	134.13¢	140.84¢
Brakemen	111.02	116.02	121.82
	Montly Guarantee		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
Conductors	\$3,337.10	\$3,487.38	\$3,661.84
Brakemen	2,886.52	3,016.52	3,167.32

99.3 Yard Service

(a) The rates of pay for **Yardmen** shall be:

Foremen	Pro Rata Time and		
	Per Day	Per Hour	One-Half
	4.5%	4.5%	4.5%
January 1, 1989	\$138.07	\$17.258	\$25.888
January 1, 1990	144.28	18.035	27.053
	5%	5%	5%
January 1, 1991	151.49	18.937	28.406
Helpers	4.5%	4.5%	4.5%
January 1, 1989	125.60	15.700	23.550
January 1, 1990	131.25	16.407	24.610
	5%	5%	5%
January 1, 1991	137.81	17.227	25.841

99.4 Effective the first of the month following the signing of the agreement, Yard Foremen and Yard Helpers whose regularly assigned shifts commence between 1430 and 2229 hours will receive a shift differential of 30¢ per hour and Yard Foremen

and Yard Helpers whose regularly assigned shifts commence between 2230 hours and 0629 hours will receive a shift differential of 35¢ per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absences from duty such as vacations, general holidays, etc.

99.5 Engine Service Brakemen

	Per Week, Effective		
	4.5%	4.5%	5%
	Jan. 1/89	Jan. 1/90	Jan. 1/91
In Training -			
Brakemen	\$693.57	\$724.78	\$761.02
Yardmen	647.22	676.34	710.16
Special Allowance			
(Clause 9(b))	3.66	3.82	4.01
99.6 pay for handling mail			
	¢ Per Mile	¢ Per Mile	¢ Per Mile
	Column A	Column B	Column C
January 1, 1989	.864	1.735	3.493
January 1, 1990	.903	1.813	3.650
January 1, 1991	.948	1.904	3.833

99.7 Additional Cars Differential - Article 2.1(d)

Effective January 1, 1989	47¢ per day
January 1, 1990	49¢ per day
January 1, 1991	51¢ per day

99.8 Training Rate - Article 60.1

Effective January 1, 1989	\$22.31
January 1, 1990	23.31
January 1, 1991	24.48



99.9 Entry Level Rates

Employees hired on or after February 1, 1986 will receive **75%** of the applicable rates during their first year of service.

Duration of Agreement

The revised provisions of this agreement supersede all rates, rules and regulations in conflict therewith. The revised agreement shall continue in effect ~~until~~ **December 31, 1991** and thereafter, subject to ~~three~~ **three** months' notice from either party of its desire to cancel or revise it, which notice may be served at any time after September 30, **1991**.

Signed at North Bay, Ontario this 7th day of March **1989**.

For the Union:

L Marshall
General Chairman

For the Company

P.A. Dymont
General Manager

**Supplementary Agreements
and
Letters**

**Memorandum of Agreement Between Ontario
Northland
Railway and United Transportation Union (T)**

it is **agreed** that trainmen and **yardmen** so desiring may apply to take training for promotion to locomotive engineer subject to the following conditions:

1. To be eligible for selection, an applicant must:
Have at least two years of cumulative service in train service.

2. (a) Bulletins calling for applications for **selection** as trainees will be posted at all terminals for five days and will indicate the territory on which successful candidates will be required to work when qualified.

(b) The company shall attach to each bulletin requesting applications for trainees a copy of this agreement. Candidates selected will be provided with full information concerning the training plan and work requirements.

3. Selection of candidates for training shall be the responsibility of the Company. Where qualifications are relatively equal applicants will be selected on the basis of seniority and location. An applicant not selected will be advised the reason **therefor** in writing should he so request.

4. Candidates selected shall, from the time of notification of selection, be required to occupy the position of head end trainman where seniority and working conditions permit. This shall not apply to a trainman when working as a conductor. The intent of this clause 4 is to allow candidates maximum exposure to head end conditions during the period immediately preceding their formal training. This **ex-**

posure period will be arranged in such a manner that it will commence not sooner than four months prior to the date scheduled for the start of formal training.

5. Candidates selected will not be required to work as a trainman during the period of formal off the job training. Time engaged during such training period shall not interrupt the candidate's continuous employee relationship.

6. During the period of time that a candidate is assigned to formal off the job training, the following conditions will apply:

(a) He will make himself available for training as required and will be **paid therefor** at an all inclusive rate per calendar week.

(b) He will not be considered as being in a road service classification, and will be subject only to the collective agreement provisions governing vacation, general holidays, health and welfare, bereavement leave and deduction of union dues:

(c) Away from home accommodation will be provided when reasonably required:

(d) He will be allowed **\$6.00** per day for meals when meals are not provided.

(e) He will be allowed an additional sum of money equal to 1/7 of all the inclusive rate referred to in clause (a) hereof for each general holiday which falls during the period of time he is assigned to the company's training course.

7. The term "formal off the job training" as used in this Memorandum of Agreement means those occasions designated by management when a candidate is required to undergo class-room-type training and/or training on the premises and because of such training the candidate cannot work his regular assignment.

8. Candidates will be considered qualified as locomotive engineers on the successful completion of the company's training course. A candidate may be dropped from the training program at any time during the training period if in the judgment of the company he does not demonstrate the fitness and ability required to serve in the capacity of a locomotive engineer. If a candidate is dropped from the training program by the company, he shall be advised the reason **therefor** in writing should he so request. A candidate may withdraw from the training program by so advising the company and may return to service as a trainman in accordance with his seniority.

9. (a) A trainman shall retain his seniority standing as such and after being qualified to work as a locomotive engineer, shall be known as an engine service brakeman, designated by the letters **ESB** which will be shown opposite his name on the seniority lists where his name appears. He shall have the right to work as a trainman in accordance with his seniority when not required to work as an engineer. Engine service brakemen while working as locomotive engineers will continue to accumulate seniority under the agreement with the United Transportation Union and their names will continue to appear on the appropriate seniority lists.

(b) An engine service brakeman who is not working as a locomotive engineer will when working as a brakeman, work on a position as head end brakeman in a crew on a train operated in other than passenger service in preference to working on any other position in the crew. An engine service brakeman will be entitled to a position in a crew according to his seniority but not otherwise. He will firstly perform the

duties required of him as a member of the train crew and secondly will assist the locomotive engineer in engine service as required. In order to comply with this provision an engine service brakeman will, to the extent necessary, be entitled to and shall work on the position of head end brakemen. The application of this provision shall not, however, result in a brakeman who is senior to the engine service brakeman being forced out of a crew or a class of service. The basic daily rate applicable to brakemen in the class of service performed will be increased by **\$1.38** for engine service brakemen required to man a position as head end brakeman under the terms of this Clause 9(b).

10. After completion of training and certified as qualified to work as an engineer, candidates shall be placed on the Engineers' seniority list in the same order as they appear on the Trainmen's seniority list with a date the same as that of the closing date of the bulletin requesting applications. Trainmen placed on the Engineers' seniority list pursuant to this clause shall not have any right to work as firemen (helpers) in freight or yard service.

11. Engine service brakemen 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 Spring and Fall change of timetable, and at time of demotion from the locomotive engineers' working list. Engine service brakemen 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 brakemen available when service as a locomotive engineer is required,

the junior available engine service brakeman who has advised his supervisor in accordance with the first sentence of this item II will be called and must accept such service. In the event that an engine service brakeman fails to respond to a call on a tour of duty basis, he 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 brakeman can be used.

12. When an engine service brakeman who is not working as a locomotive engineer is held back from the position to which he is assigned to protect work as a locomotive engineer on a tour of duty basis, he will, if so held and not used, be paid the earnings of the position to which assigned, unless he is assigned to the spare board when he will be paid 100 miles for each eight hours or part thereof and stand first out on the board. When assigned to the spare board, time held will be computed from the time compensation would have commenced on the tour of duty from which he was held back. Payments made under the provisions of this clause will be used to make up any guarantee to which a trainman may be entitled.

13. An engine service brakeman 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 the collective agreement with the United Transportation Union. Should an engine service brakeman who has established seniority as a locomotive engineer lose such seniority for any reason he will also forfeit his right to work as an engine service brakeman.

14. An engine service brakeman may relinquish his status as such for justifiable cause only with the prior concurrence of both the proper officer of the company and the General Chairman.

15. **Yardmen** will be permitted to apply for training in accordance with this memorandum of agreement only after interchangeable seniority rights between road service employees and yard service employees are mutually agreed upon and included in the collective agreement governing the services of trainmen and **yardmen**.

16. Nothing in this agreement shall be construed as giving to the United Transportation Union a contractual right to be the only source of trainees for the position of locomotive engineer. When sufficient applications from trainmen and **yardmen** are received, preference shall be given such applicants.

17. It is understood that existing firemen/helpers may be used as locomotive engineers in preference to engine service brakemen if the company so desires and that nothing in this memorandum of agreement implies an obligation on the company to employ engine service brakemen as locomotive engineers when existing firemen/helpers can be so used.

18. The provisions of this memorandum of agreement shall prevail notwithstanding provisions in agreements with the United Transportation Union which may be in conflict with or restrict the full application of the provisions hereof.

19. When a trainman is in training to be a locomotive engineer or when an **E.S.B.** is promoted to the engineers' working list resulting in a vacancy of more than five days it will be bulletined as a permanent position.

20. An **E.S.B.** who does not stand for work as an engineer may exercise his seniority in the trainmen's group subject to the requirement to protect engineers' work at certain terminals.

**Memorandum of Agreement Between Ontario
Northland Railway and United Transportation
Union**

It is agreed that:

1. Effective October 1, 1977, the classification of yardmaster, including general yardmaster and relieving yardmaster, will be abolished and references to such classifications will be removed from the collective agreement.
2. Effective October 1, 1977, a new classification of Yard co-ordinator will be established in the management group. Positions in this classification will be completely excepted from the collective agreement.
3. Employees filling permanent positions of yardmaster on September 1, 1977, will be selected to fill the positions of yard co-ordinator. No similar commitment is made with respect to relieving yardmasters.
4. Future appointments to positions of yard co-ordinator and appointments of relief yard co-ordinators will be made by the company in its discretion from those employees in rail services represented by the United Transportation Union. Seniority will not be a factor in making such appointments.

Signed at North Bay, Ontario this 13th day of Sept.
1977

For United Transportation Union: For Ontario Northland
Railway:

B. F. Newman
General Chairman

F. S. Clifford
General Manager

**Table Showing Time After Which Overtime Accrues on
 Runs of 100 Miles to 199 Miles in Length, on Speed
 Basis of 12 1/2 Miles Per Hour**

	Overtime Accrues		Overtime Accrues		Overtime Accrues
Miles Distance	After Hours	Miles Distance	After Hours	Miles Distance	After Hours
100	8.00	134	10.43	168	13.26
101	8.05	135	10.48	169	13.31
102	8.10	136	10.53	170	13.36
103	8.14	137	10.58	171	13.41
104	8.19	138	11.02	172	13.46
105	8.24	139	11.07	173	13.50
106	8.29	140	11.12	174	13.55
107	8.34	141	11.17	175	14.00
108	8.38	142	11.22	176	14.05
109	8.43	143	11.26	177	14.10
110	8.48	144	11.31	178	14.14
111	8.53	145	11.36	179	14.19
112	8.58	146	11.41	180	14.24
113	9.02	147	11.46	181	14.29
114	9.07	148	11.50	182	14.34
115	9.12	149	11.55	183	14.38
116	9.17	150	12.00	184	14.43
117	9.22	151	12.05	185	14.48
118	9.26	152	12.10	186	14.53
119	9.31	153	12.14	187	14.58
120	9.36	154	12.19	188	15.02
121	9.41	155	12.24	189	15.07
122	9.46	156	12.29	190	15.12
123	9.50	157	12.34	191	15.17
124	9.55	158	12.38	192	15.22
125	10.00	159	12.43	193	15.26
126	10.05	160	12.48	194	15.31
127	10.10	161	12.53	195	15.36
128	10.14	162	12.58	196	15.41
129	10.19	163	13.02	197	15.46
130	10.24	164	13.07	198	15.50
131	10.29	165	13.12	199	15.55
132	10.34	166	13.17		
133	10.38	167	13.22		

**Table Showing Equivalent Miles at 12 1/2 Miles Per
Hour at Pro-Rata Rates**

M	Minutes					
	0'	1'	2'	3'	4'	5'
0"	0	12	25	37	50	62
1"	0	13	25	38	50	63
2"	0	13	25	38	50	63
3"	1	13	26	38	51	63
4"	1	13	26	38	51	63
5"	1	14	26	39	51	64
6"	1	14	26	39	51	64
7"	1	14	26	39	51	64
8"	2	14	27	39	52	64
9"	2	14	27	39	52	64
10"	2	15	27	40	52	65
11"	2	15	27	40	52	65
12"	2	15	27	40	52	65
13"	3	15	28	40	53	65
14"	3	15	28	40	53	65
15"	3	16	28	41	53	66
16"	3	16	28	41	53	66
17"	4	16	29	41	54	66
18"	4	16	29	41	54	66
19"	4	16	29	41	54	66
20"	4	17	29	42	54	67
21"	4	17	29	42	54	67
22"	5	17	30	42	55	67
23"	5	17	30	42	55	67
24"	5	17	30	42	55	67
25"	5	18	30	43	55	68
26"	5	18	30	43	55	68
27"	6	18	31	43	56	68
28"	6	18	31	43	56	68
29"	6	19	31	44	56	69
30"	6	19	31	44	56	69
31"	6	19	31	44	56	69

32"	7	19	32	44	57	69
33"	7	19	32	44	57	69
34"	7	20	32	45	57	70
35"	7	20	32	45	57	70
36"	7	20	32	45	57	70
37"	8	20	33	45	58	70
38"	8	20	33	45	58	70
39"	8	21	33	46	58	71
40"	8	21	33	46	58	71
41"	9	21	34	46	59	71
42"	9	21	34	46	59	71
43"	9	21	34	46	59	71
44"	9	22	34	47	59	72
45"	9	22	34	47	59	72
46"	10	22	35	47	60	72
47"	10	22	35	47	60	72
48"	10	22	35	47	60	72
49"	10	23	35	48	60	73
50"	10	23	35	48	60	73
51"	11	23	36	48	61	73
52"	11	23	36	48	61	73
53"	11	24	36	49	61	74
54"	11	24	36	49	61	74
55"	11	24	36	49	61	74
56"	12	24	37	49	62	74
57"	12	24	37	49	62	74
58"	12	25	37	50	62	75
59"	12	25	37	50	62	75

**TABLE SHOWING EQUIVALENT MILEAGE ON
OVERTIME BASIS OF 18 3/4 MILES PER HOUR**

Note: Fractions of mile up to one-half dropped -- over one-half counted as one mile

Min.	0'	1'	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'
0	0	19	37	56	75	94	112	131	150	169	187	206	225
1	0	19	38	57	75	94	113	132	150	169	188	207	225
2	1	19	38	57	76	94	113	132	151	169	188	207	226
3	1	20	38	57	76	95	113	132	151	170	188	207	226
4	1	20	39	57	76	95	114	132	151	170	189	207	226
5	2	20	39	58	77	95	114	133	152	170	189	208	227
6	2	21	39	58	77	96	114	133	152	171	189	208	227
7	2	21	40	58	77	96	115	133	152	171	190	208	227
8	2	21	40	59	77	96	115	134	152	171	190	209	227
9	3	22	40	59	78	97	115	134	153	172	190	209	228
10	3	22	41	59	78	97	116	134	153	172	191	209	228
11	3	22	41	60	78	97	116	135	153	172	191	210	228
12	4	22	41	60	78	97	116	135	154	172	191	210	229
13	4	23	42	60	79	98	117	135	154	173	192	210	229
14	4	23	42	61	79	98	117	136	154	173	192	211	229
15	5	23	42	61	80	98	117	136	155	173	192	211	230

16	5	24	42	61	80	99	117	136	155	174	192	211	230
17	5	24	43	62	80	99	118	137	155	174	193	212	230
18	6	24	43	62	81	99	118	137	156	175	193	212	231
19	6	25	44	62	81	100	118	137	156	175	193	212	231
20	6	25	44	62	81	100	119	137	156	175	194	212	231
21	7	25	44	63	82	100	119	138	157	175	194	213	232
22	7	26	44	63	82	101	119	138	157	176	194	213	232
23	7	26	45	63	82	101	120	138	157	176	195	213	232
24	7	26	45	64	82	101	120	139	157	176	195	214	232
25	8	27	45	64	83	102	120	139	158	177	195	214	233
26	8	27	46	64	83	102	121	139	158	177	196	214	233
27	8	27	46	65	83	102	121	140	158	177	196	215	233
28	9	27	46	65	84	102	121	140	159	177	196	215	234
29	9	28	47	65	84	103	122	140	159	178	197	215	234
30	9	28	47	66	84	103	122	141	159	178	197	216	234
31	10	28	47	66	85	103	122	141	160	178	197	216	235
32	10	29	47	66	85	104	122	141	160	179	197	216	235
33	10	29	48	67	85	104	123	142	160	179	198	217	235
34	11	29	48	67	86	104	123	142	161	179	198	217	236
35	11	30	48	67	86	105	123	142	161	180	198	217	236
36	11	30	49	67	86	105	124	142	161	180	199	217	236
37	12	30	49	68	87	105	124	143	162	180	199	218	237

38	12	31	49	68	87	106	124	143	162	181	199	218	237
39	12	31	50	68	87	106	125	144	162	181	199	218	237
40	12	31	50	69	87	106	125	144	162	181	200	219	237
41	13	31	50	69	88	107	125	144	163	182	200	219	238
42	13	31	51	69	88	107	126	144	163	182	201	219	238
43	13	32	51	70	88	107	126	145	163	182	201	220	238
44	14	32	51	70	89	107	126	145	164	182	201	220	239
45	14	33	52	70	89	108	127	145	164	183	202	220	239
46	14	33	52	71	89	108	127	146	164	183	202	221	239
47	15	33	52	71	90	108	127	146	165	183	202	221	240
48	15	34	52	71	90	109	127	146	165	184	202	221	240
49	15	34	53	72	90	109	128	147	165	184	203	222	240
50	16	34	53	72	91	109	128	147	166	184	203	222	241
51	16	35	53	72	91	110	128	147	166	185	203	222	241
52	16	35	54	72	91	110	129	147	166	185	204	222	241
53	17	35	54	73	92	110	129	148	167	185	204	223	242
54	17	36	54	73	92	111	129	148	167	186	204	223	242
55	17	36	55	73	92	111	130	148	167	186	205	223	242
56	17	36	55	74	92	111	130	149	167	186	205	224	242
57	18	37	55	74	93	112	130	149	168	187	205	224	243
58	18	37	56	74	93	112	131	149	168	187	206	224	243
59	18	37	56	75	93	112	131	150	168	187	206	225	243

In using this table, first find the column showing number of hours overtime then run down left hand column until number of minutes is reached, and the figure in the hour column shows the equivalent mileage. Thus 5 hours and 12 minutes overtime is equal to 97 miles at mileage rates

Questions on Reduced Crews

1. **Q.** Is it the Railway's intention to operate reduced crews on all trains in any class of freight service on any subdivision?

A. Yes, except No. **421-622**, auxiliary trains in other than through service, spreader outfits and snow **plows** assigned to **plow** sidings and other tracks. Also see General Manager's letter of June **26, 1981**.

2. **Q.** **Trains** occasionally set off or switch **enroute**; will this require a full crew?

A. No. Current practices wherein the head-end brakeman presently does such work without the assistance of the rear-end brakeman are not changed.

3. **Q.** Occasionally we have trains do terminal switching. In such a case a crew might be required to perform considerable switching at an industry or to make up a train in the yard. Would such switching require the use of a full crew.

A. Yes.

4. **Q.** If No. **113** were to handle the **way** car or No. **213** were to do all of **207's** work, would a reduced crew be used?

A. It is the present intention to provide a third man in these circumstances.

5. **Q.** If the auxiliary were to be moved from North Bay to **Englehart** (through train), could a reduced crew be used?

A. Yes.

6. **Q.** Can a detour train be operated with a reduced crew?

A. Yes, if all conditions are met.

7. Q. Can a work train be operated as a reduced crew?

A. It is not the present intention to operate a work train with a reduced crew.

8. Q. Is snow removal considered work train service?

A. A **snowplow** cleaning main track only could be operated with a reduced crew. However, a **plow** cleaning all tracks or a spreader outfit would not be operated with a reduced crew. A **flanger** would be covered by the train on which it was used.

9. Q. What radio requirements must be met in order to operate a reduced crew?

A. Train must have working radios, i.e., one **in** lead unit, one **portaphone** in van, and a handie-talkie each for the Conductor and Head-end Brakeman.

10. Q. If a "protected freight man" books sick prior to departure after having reported for duty, can train proceed without third man?

A. If there are protected freight men available on spareboard, they must be called.

11. Q. if a protected freight man books on spareboard after reduced crew has been called, will he be used.?

A. No.

12. Q. If an employee books sick at an **away-from-home** terminal, can the train return to its home terminal as a reduced crew?

A. Yes, providing there are no available "protected freight men" on spareboard at that location.

13. **Q.** If there are no “protected freight men” on the mainline spareboard, do we have to go to the yard spareboard for a “protected freight man”?

A. No, crew would operate reduced.

14. **Q.** There are four trains to operate and each crew which would be ordered has a conductor and a brakeman. There are three “protected freight men” on the **spareboard**. Would we fill out the first three crews and operate the fourth reduced?

A. Yes.

15. **Q.** Should there be no applications received for a vacancy in a reduced position, do we force a “protected freight man” to fill a vacancy which would otherwise result in a reduced crew?

A. No.

16. **Q.** If there are no applications received for a vacancy in a reduced position but the Company requires it filled, who will be forced to the position?

A. The junior “protected freight man” on the system not holding a job would be forced to this position (e.g. **Timmins** Roustabout),

17. **Q.** At an away-from-home terminal could a “protected freight man” be taken off a reduced position to man a reduced crew?

A. No, unless it would be beneficial to the employee involved, due respect to seniority.

18. Q. At the home terminal, will it be necessary to call a "protected freight man" off other crews when no spare "protected freight men" available?

A. No, it is not the intention to split crews.

18a. Q. At the home terminal, can a "protected freight man" be forced from a full crew to fill a reduced crew called for service which requires a full crew? For example: the crew first out is a reduced crew and the second crew out is a full crew. The crew first out is called for essential service (requiring a full crew) and the spareboard is exhausted, will a man on the crew second out be forced to fill the vacancy on the crew first out?

A. No. He can however agree to go.

19. Q. When a full crew arrives at a **distant** terminal and it is possible to run a reduced crew on the return trip, can the crew be run reduced?

A. No.

20. Q. Do "protected freight men" have to fill **non-reducible** positions before exercising seniority on reduced crew positions?

A. Yes.

21. Q. When filling reducible crew, would a man off for miles be called?

A. No.

22. Q. If a "protected freight man" is not called in his proper turn for a position on a reduced crew, will he be entitled to a run-around claim or a claim for loss of earnings?

A. Loss of earnings.

23. Q. In such cases would the **25%** of the gross earnings saved be remitted to the Special Fund?

A. Yes.

24. Q. What does loss of earnings mean?

A. For the purpose of this agreement "loss of earnings" means the protected freight man will be reimbursed for the "loss of earnings" he sustained for each tour of duty for which he should have been called on that trip irrespective of subsequent calls.

25. Q. Will a "protected freight man" at his home terminal be permitted to voluntarily leave his crew which is not first out and move to a vacant-position on a crew first out which would operate as a reduced crew?

A. No.

26. Q. Should no applications be received for a permanent vacancy in a reducible position, would "protected freight men" on the spareboard still be called after the bulletin closes?

A. No. Vacancy is filled by protected spare men only until bulletin closes.

27. Q. At an outlying point, would a man on a reducible position be held until his job is bulletined and closed?

A. Yes,

28. Q. If a crew is ordered as a reducible crew and there is a vacancy to be manned from the spareboard which has a non-protected man first out and a protected man second out, would the protected freight man be called?

A. Yes, the protected freight man is entitled to the reducible position while the non-protected man is not.

29. Q. A reduced crew is first out with only the Conductor available. The second position is vacant and the third position is under bulletin. There are only two men on the spareboard. Man first out is a non-protected employee and man second out is a protected freight man. Who would be called to fill the second position which is vacant?

A. The protected man would be called. To do otherwise would require filling out a reduced crew with a non-protected employee.

30. Q. A reduced crew is first out and only the Conductor is available. The second position is vacant and the third position is blanked account no applications received. The only two men on the spareboard are: first out - non-protected and second out - protected. Who would be called?

A. The non-protected man would be called. The protected man gave up his right to the reduced position when he did not bid the vacancy.

31. Q. Can a brakeman with less than six months' experience be used to man a reduced crew?

A. No.

32. Q. If a brakeman has been used as a spare Conductor and arrives back in the terminal before departure of his crew which is operating reduced, can he claim his run?

A. No, he must be available for the two-hour call.

33. Q. If No. 105 or 209 were to be operated to load ore only in an emergency could a reduced crew be used?

A. Yes, as long as ore loading only was done and not the switching.

34. **Q.** If a reduced crew is required to stop at a point **enroute** and perform a series of 6 switches to lift 10 cars involving approximately one hour **switching**, would such requirement cause the crew to become a full crew?

A. Yes. In such situation the required switching would probably involve more than the head-end brakeman therefore such switching would not be performed by a reduced crew.

35. **Q.** Will a “protected freight man” who is laid off have the right to fill vacancies when the Collective Agreement provisions are exhausted?

A. Such employees, if they have indicated their availability for extra work in accordance with the Collective Agreement must be called.

36. **Q.** Does a non-protected employee on a joint spareboard who is first out have a choice of taking a road job in preference to a yard job if both jobs have the same on duty time and both jobs require a man?

A. Yes.

**Letters of
Understanding**

United Transportation Union

Englehart, Ontario

June 4, 1974.

Mr. **F. S.** Clifford,
General Manager,
Ontario Northland Railway,
North Bay, Ontario.

Dear Sir:

The undersigned is a signatory to a collective agreement between the Ontario Northland Railway and the United Transportation Union in respect of trainmen, **yardmen** and yardmasters. The agreement referred to contains provisions that are intended to assist employees subject to its terms who are affected by a technological change (as defined in Section **149** of the Canada Labour Code) to adjust to the effects of such technological change.

The undersigned hereby agrees and specifies that the technological change provisions in the agreement is, and is intended to be, in lieu of the technological change provisions of the Canada Labour Code (**R.S.C. 1970, Chapter L1**, as amended by Statutes of Canada **1972 Chapter 17**), that Sections **150, 152** and **153** of the Canada Labour Code do not apply during the term of the agreement and the agreement and specifications set forth herein shall be binding upon the undersigned **as fully and effectually** as if the same had been contained in the agreement.

If this arrangement is satisfactory to you, would you kindly execute and return the enclosed duplicate copy of this letter.

Yours truly,
C. G. Johnston,
General Chairman,
United Transportation
Union.

Accepted and Agreed to
F. S. Clifford
General Manager

March 20, 1975

8345-23

Mr. **B. F.** Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This refers to my letter of February **26, 1975**, in which I gave you thirty days' notice of our desire to terminate the letter of agreement dated June **3, 1968**, concerning the Sherman Mine Assignment.

You have made representations to have the Sherman Mine arrangement continued and have given assurance that the crew on this run will co-operate to bring the train in to North Bay without delay.

In consideration of your request, I am agreeable to continuing the arrangement on the condition that should the assigned crew not perform satisfactorily in accordance with your assurance, the company may terminate the arrangement on five days' notice.

If you concur with the above, will you please so indicate in the space provided and return one copy of this letter for our files.

Yours truly,

F. S. Clifford,
General Manager.

I concur:

B. F. Newman
General Chairman

United Transportation Union

North Bay, Ontario,
April 27, 1975.

8345-25

Mr. **F. S. Clifford**,
General Manager,
Ontario Northland Railway,
North Bay, Ontario.

Dear Sir:

I am referring to your letters of March **14th**, and April **7th** in connection with your desire to reach an agreement on a reduced crew consist for passenger trains of 8 or more cars.

A meeting was held Mr. **Beatty**, Mr. **Rotondo**, Mr. **Souliere** and myself at which time we agreed and confirmed to the proposed reduction, but to be applied only to Trains **187, 287, 288** and **488**.

At this meeting we requested that the company give consideration to supplying an Assistant Conductor in peak periods when the passenger load warrants additional assistance for the working train conductor.

Yours truly,

B. F. Newman
General Chairman
United Transportation
Union
Local **1161(T)**

c.c. AOS
NHM
AR

January 10, 1977

8345-23

Mr. **B. F. Newman**,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This refers to our telephone conversation on Friday, January **7, 1977**, in connection with the Memorandum of Agreement with your **organization** which you agreed to sign upon receipt of a written understanding of the term 'Standby Agreement'.

You will recall that in your notice of September **30, 1975**, you requested a "Standby Agreement", and in our letter of October **7, 1975**, we agreed to such an arrangement.

It has always been the understanding that a "standby agreement", when agreed upon, means that the parties defer negotiations until a settlement has been reached on the major roads. The practice has been that the Canadian National settlement forms the basis of our settlement agreement. Items that are not applicable are omitted and other items may be omitted if both parties so agree. It has always been the understanding that **C.P.** rates of pay continue to apply as these are slightly higher than **C.N.** rates.

If you agree with the foregoing, will you kindly so indicate in the space provided on this letter.

Yours very truly,

F. S. Clifford,
General Manager.

I agree:

B. F. Newman
General Chairman

Ontario Northland

August 22, 1977

8345-23

Mr. **B. F.** Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This refers to your letter of August 11, 1977 addressed to Mr. **G. T. Nudds**, Superintendent of Train Operations, in connection with the training program for engine employees.

Our agreement with the Brotherhood of Locomotive Engineers provides that candidates for training are covered by the Engineers' Agreement as soon as they have passed the company's selection process. At that point in time, therefore, their dues would go to the **B.** of **L.E.**

As far as a leave of absence arrangement is concerned, I would prefer it to be very restrictive. My thought is that a candidate should only be able to return to his former group if he fails at any point during the one year training program. He should not have the voluntary right to drop out of the program.

If you agree with this approach, will you kindly so indicate on the space provided at the bottom of this letter and return one copy for our files.

Yours very truly,

F. S. Clifford,
General Manager

I Agree:

B. F. Newman
General Chairman

Ontario Northland

May 26, 1978

Mr. **B. F.** Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario

Mr. **R. T.** O'Donnell,
General Chairman
Brotherhood of Locomotive
Engineers,
888 Worthington St. E.,
North Bay, Ontario.

Dear Sirs:

During negotiations you requested clarification of the procedures applicable to employees who lose time in order to undergo a medical examination.

Whenever practicable, an employee should take his periodic medical examination during his off duty hours in which case the provisions of Article **51.1** of the Trainmen's Agreement and Article **59.1** of the Enginemen's Agreement would apply.

In situations where this is not possible, 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 **15** of the Trainmen's Agreement and Article **21** of the Enginemen's Agreement. When an employee is required by the company to travel away from his home terminal to undergo medical examination, he will be allowed actual reasonable expenses whether or not he loses time.

Yours truly,

General Manager.

c.c.**Mr. R. O. Beatty**
Mr. G. T. Nudds
Mr. D. V. Allen

Ontario Northland Railway

June 1, 1979,
North Bay, Ontario.

Mr. B. F. Newman, Mr. R. T. O'Donnell,
General Chairman, -General Chairman,
United Transportation Union, Brotherhood of Loco. Eng.,
63 Nelson Avenue, 888 Worthington St. E.,
North Bay, Ontario. North Bay, Ontario.

Dear Sirs:

During the last round of negotiations, we discussed the matter of bunkhouse accommodation for employees who were forced from one terminal to another to fill assignments.

It was agreed by all concerned that at points where bunkhouse arrangements are provided, such employees would be permitted, if accommodation is required, to stay in the bunkhouse.

It was further agreed that the company and the two unions would co-operate to the fullest extent to try to accommodate such employees. This co-operation was to include the following:

- (a) The use of a bed by another employee when the man regularly using the bed is out on his run.
- (b) The supplying of clean linen by the company for changing beds when used as above.
- (c) The possible use of rooms normally assigned to one craft or the other.

If the foregoing procedures do not produce accommodation for the employee in question, the company will supply accommodation elsewhere.

This letter supersedes the letter of November 1, 1974.

Yours truly,
R. O. Beatty,
Acting General Manager.

Ontario Northland

North Bay, Ontario.
June 22, 1981.
8345-23

Mr. B. F. Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This will confirm the following understanding reached between yourself and the Superintendent of Train Operations:

“When it is necessary to hold back a protected spareboard man from a reducible position in a main line crew to protect a vacancy in the yard, the main line crew will be run reduced and the protected spareboard man who was held back will be paid not less than he would have earned on the main line assignment. In these circumstances, there will be no payment into the special fund from the reduced run.”

The foregoing does not apply to men with yard seniority prior to December 16, 1966 and who are obliged to protect yard work.

The above understanding is subject to termination upon 30 days' notice by either party.

Yours very truly,
R. O. Beatty,
General Manager.

I agree:

B. F. Newman,
General Chairman.

Ontario Northland

June 26, 1981

8345-28

REVISED

Mr. **B. F.** Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This will confirm the agreement between your committee and the Superintendent of Train Operations in connection with those trains listed under "As Agreed" in Article **11 A.9** of the Collective Agreement.

Such trains will be considered reducible on the following schedule:

June 1, 1981 - Trains **425-426**

Jan. 1, 1982 - Elk Lake Swing
Work Trains

Snow **Plows** (main tracks)

Trains **105-106**

Trains **209-210**

Trains **207-308**

Auxiliary Trains in Through Service

Through Trains not otherwise specified

It was decided that, at the present time, Trains **421-622**, auxiliary trains in other than through service, spreader outfits and snow **plows** assigned to **plow** sidings and other tracks would not be declared reducible.

In connection with those trains declared reducible on January 1, 1982, we gave you our assurance that it is not our intention to run any train with a reduced crew in circumstances which would cause undue hardship to the employees, where safety is a factor and/or where the service may be adversely affected.

For example, unless conditions change, it is our intention whenever possible, to operate Trains 105-106, Trains 209-210, Trains 207-308 and most work trains with a full crew. It is also our intention to operate Train 211 on Saturday and Sunday with a full crew when it is involved in terminal switching and making up its own train.

The parties agreed that in some situations, where there was a shortage of men it would be preferable to run with a reduced crew rather than to cancel the train.

Please indicate your agreement on one copy of this letter and return same for our files.

Yours very truly,

Ft. O. Beatty,
General Manager.

I Agree:

B. F. Newman,
General Chairman.

North Bay, Ontario,
July 9, 1981

8345-23

Mr. **B. F. Newman**,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This will confirm the following agreement reached between yourself and the Superintendent of Train Operations today:

“When a vacancy in a non-reducible position of yard helper is not bid in, or is bid in by a non-protected man (seniority date after March 7, 1979), the junior protected man (seniority date before March 7, 1979), on the spare board at the terminal affected (North Bay or **Englehart**) will be forced onto the vacancy. if no protected man is on the spare board at the terminal affected, the bid of the non-protected man will be accepted; and if there were no bids received, the junior non-protected man on the spare board at that terminal will be appointed.”

Yours very truly,

R. O. Beatty,
General Manager.

I Agree:

B. F. Newman,
General Chairman

Ontario Northland **Railway**

July 29, 1982

8345-23

Mr. **B. F.** Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

During negotiations the Parties agreed on the following principle:

The Parties agree to resolve any matter that is a source of dissatisfaction to either Party, notwithstanding that the settlement of such disputes requires a change to the Collective Agreement. If any such matter or matters cannot be settled by mutual agreement during the term of this Collective Agreement, such matter or matters may be progressed during the next open period of the **Collective** Agreement.

Will you please indicate your concurrence below.

Yours very truly,

P. A. Dymont,
General Manager.

I Agree:

B. F. Newman,
General Chairman.

Ontario Northland

8345-23

July 29, 1982.

Mr. B. F. Newman,
General Chairman,
United Transportation Union,
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

During negotiations you asked for a letter similar to the one issued by Canadian National clarifying the intent of the agreement in respect of the work required of trainmen and locomotive engineers upon arrival at the final terminal **fo** their trip where yard engines are not on duty.

During discussions on the matter nationally, the union confirmed that it was not seeking to Change accepted practices that presently exist but was concerned that at some locations company officers were requiring crews after turning their train over to **the** outbound crew, to take another engine from the shop track and perform industrial switching.

We informed you, that, as on Canadian National, your members will not be required to perform switching at the final terminal of the trip using another engine, after **having** turned over the engine consist on the train for which called to the outgoing crew except when switching is required in connection with the set off of their own train or in cases of necessity such as **rerailling** car, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial track **ac-**count track conditions.

We believe that generally Speaking. ~~our 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 clarifications will clear up any misunderstandings in this regard.

Yours truly,

P. A. Dymont,
General Manager.

Ontario Northland Railway

North Bay, Ontario,
July **29, 1982.**

Mr. **B. F.** Newman,
General Chairman, **UTU**,
North Bay, **Ont.**

Dear Sir:

In the current round of negotiations, the Union requested a guarantee for non-protected trainmen on the spareboard.

The Company agreed to deal with this request in time for implementation on or about October **24, 1982.**

Also in the negotiations, the Company requested some restrictions in the exercise of interchangeable rights from yard to main line service.

The parties agreed to continue discussions on this matter to a conclusion prior to the fall change of bill.

Yours Truly,

A. Rotondo
Manager Labour Relations.

Understandings

With

Superintendent

Englehart, Ontario.
November 29, 1974.

8335-7
8350-1
4430-24

Yardmasters - Englehart (3)
General Car Clerks - Englehart (4)

RE: Engine Service Brakeman

Due to amendments to Clause 4 and **9(b)** of Memorandum of Agreement between Ontario Northland Railway and United Transportation Union, my letter of February 1 **st, 1974**, File **4430-24** is no longer in effect.

Effective November **30th, 1974** the following is for your **guidance:**

Engine service brakemen are required to work out of **Englehart**, but, in the event such men are cut off the working list at **Englehart**, they may exercise their seniority as a brakeman elsewhere.

These men will be called for all conductor's and brakemen's assignments including relieving and they will be allowed to take temporary vacancies unless required as enginemen.

If further information is required, do not hesitate to contact a supervisory officer.

G. T. Nudds.
Superintendent of Train Operations.

c.c. R. L. Moore

C. J. Teye

P. R. Harris

A. W. Sullivan

D. K. Hagar

E. P. Albert

Mr. C. G. Johnston,
General Chairman, U.T.U.(T),
Box 272,
Englehart, Ontario.

Mr. C. J. Valencik,
General Chairman,
Box 287,
Englehart, Ontario.

September 21, 1976

8335-7

Mr. **B. F.** Newman,
General Chairman,
United Transportation Union (**T**),
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

In reference to our meeting of Monday, September **20, 1976**, with yourself, Mr. Moore and myself in attendance, you requested that we renew the agreement of June **12, 1972**, File **8335-7**.

It is now fully understood by both parties that appendices will govern the method of controlling the number of unassigned freight crews on the working list at the respective terminals.

Appendix "A" will be subject to a thirty (**30**) day termination notice by either party and this will also apply to the last sentence of Appendix "D". Appendices "**B**" and "**C**" are included in this understanding only for the purpose of outlining the method we use to arrive at the mileage accumulation for crews and will continue to be followed whether Appendices "A" and "**D**" are withdrawn from by either party or unless further negotiations necessitate such a change.

Additional vans or decreasing of vans will be **changed** at **0001**.

G. T. Nudds,
Supt. of Train Operations.

I concur: **B. F.** Newman
General Chairman,
United Transportation Union (**T**)

APPENDIX 'A'

When it is established that services such as No. ~~109-209-210~~ are to be discontinued for a known period, such as a mine shut-down the unassigned freight trainmen's list on the **Temagami** subdivision will be reduced by one or two crews and if practical, such crew turn or turns will be **re-advertised** in order that when the service is **re-established**, the turn or turns will be immediately placed on the working list.

It is understood that if such train services are reduced on an intermittent basis, such as car shortages, etc., that the unassigned or pool freight list will be adjusted according to the mileage regulations as outlined in Appendices "B", "C", and "D".

If mutually agreeable to both parties, the reduction of the working list may be deferred on request by the General Chairman.

APPENDIX "B"

EXAMPLE: -

Using a 31 day month for five (5) crews to decrease or add an additional crew - 1st to 15th - 16th to 31st.

- 1.
2. 262 105 216 251 148 254 161 101 026 251 026 252 1214
3. 258 261 216 106 18. 265 105 263 215
4. 257 219 259 19. 268 255 105 217
5. 217 256 263 20. 215 106 259 254
6. 107 218 262 251 21. 213 261 262 105
7. 214 260 259 22. 252 105
8. 108 285 23. 264 104 217 253
9. 260 180 214 257 24. 249 106 215 262 104
10. 263 256 106 215 104 25. 105 258 214 256
11. 264 250 214 106 26. 262 215 266 106
12. 265 260 214 27. 269 215 255 105
13. 105 267 244 142 216 28. 249 215 262
14. 216 258 259 29. 269 106
15. 255 105 105 30. 254 263 105 105 216
31. 258 214 106 259

2104 2409 2058 2430 2101 2554 2519 2622 2308 2679

In the above example, total all the miles for both periods. Divide by five (5) (the number of crews), if the average falls below the agreed reduction figure, a crew would be reduced.

If the average were high as outlined in Appendix "C", a crew would be added.

APPENDIX "C"

Example: -

Using the last half of a 31 day month and the first half of current month to arrive at an average for five (5) crews.

16.	105	253	262	218	1.	105	215	261	251	
17.	105	262	104	253	214	2.	215	260	248	106
18.	265	105	263	215	3.	261	252	216	104	105
19.	268	255	105	217	4.	218	247	265	105	
20.	215	106	259	254	5.		105	289		
21.	213	261	262	105	6.	264	215	104		
22.	252	105			7.	106	262	215	261	
23.	264	104	217	253	8.	106	214	262	256	
24.	249	106	215	262	104	9.	258	215	257	106
25.	105	258	214	256	10.	220	263	245	104	106
26.	262	215	266	106	11.	255	216	105	263	
27.	269	215	255	105	12.	105			270	
28.	249	215		262	13.	213	251	258	106	
29.	269	106			14.	215	260	252		
30.	254	263	105	105	216	15.	258	259	216	
31.	258	214	106	259						

2554 2519 2622 2308 2679 2373 2356 2350 2218 2071

In the above example, total all of the miles for both periods, divide by five (5) (the number of crews), if the average allows each crew the agreed maximum plus the agreed maximum of another crew, a crew shall be added.

If the average were low as outlined in Appendix "B", a crew would be reduced.

APPENDIX "D"

Reducing Crews: -

1. Checks will be continued as in the past on a fifteen and sixteen day basis.

2. Mileage of all crews in the list in the current checking period and previous checking period will be totalled and divided by the total number of crews currently on the **list** to arrive at an average figure for reduction.

3. If the average mileage of such crews computed as above is less than **3900** miles, then the list will be reduced.

It is understood that if the officer in charge of the list can show that the reduction in mileage was caused by interruptions to normal service that will not occur in the next fifteen days, then **the list will** not be reduced unless it can be shown that the average would again fall below **3900** miles.

It is further understood that this averaging will have no effect on individual crew earnings under Rule **59** and will in no manner affect such guarantee.

Adding Crews: -

1. The same check shall be used in a similar manner to add crews.

2. A crew will be added only when it can be shown by such averaging that all crews presently on the working list can earn **4000** miles plus **4000** miles for the additional crew.

3. When an additional crew is to **be added**, it will be placed on the list when the bulletin closes for such additional crew.

Appendix "B" outlines the first to the fifteenth day check inclusive plus the sixteenth to the last day of the month, inclusive. Such as any full 31 day month.

Appendix "C" on the other hand shows the check as of the sixteenth to the last day of the previous month, plus the first to the fifteenth day of a current month.

The figures as illustrated 3900 and 4000 will be subject to a thirty (30) day withdrawal clause by either party.

September 21, 1976

8335-7

Mr. **B. F. Newman**,
General Chairman,
United Transportation Union (T)
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

This will serve to confirm the understanding reached between you and myself concerning the letter of understanding establishing pool through freight crew service - north of **Englehart**.

Effective on February **13, 1972**, a five (5) crew pool through freight service will be set up and work north of **Englehart**. It is understood that if a train is cancelled, the crew affected will be placed in the next regular turn. (If a train were run as an extra service to suit operating circumstances such as an advance **223** the regular crew in standing for that turn would be called). All regular through freight trains except No. **209** will be manned from pool freight service. All other necessary requirements will be manned from the trainmen's spareboard and classed conductors supplied as outlined in the contract.

It is understood that if extra service is required and there are no spare men available, Rule **25.4** will **apply**.

No reduction will be made to the number of crews in the freight pool insofar as mileage regulations are concerned, until it is mutually agreed that the mileage will fall below the minimum guaranteed mileage as outlined in Rule **8.1 (A)**. It is understood that both parties to the agreement will closely follow

the mileage earnings of the pool in order that no payment ~~wit~~ be necessary under Rule 8.1 (A). In the event that it is necessary to reduce the number of crews, a new appendix shall be drawn up as mutually agreed between the U.T.U.(T) and the office of the Superintendent Of Train Operations or failing this the positions will again revert to unassigned freight service on a first in, first out basis.

It is understood that Schedule conditions referring to unassigned freight trainmen will apply, except as outlined above, and it is further understood that crews at distant terminals, except in emergencies, will normally return to **Englehart** on regular scheduled services.

In the event that new regular through freight trains are established, new regard will be given by both parties to adding such trains to a new appendix.

The above arrangements may be terminated on a thirty (30) day notice by either party.

Yours very truly,

G. T. Nudds,
Supt. of Train Operations.

I concur: **B. F. Newman**
General Chairman
United Transportation Union

September 21, 1976

8335-7

Mr. B. F. Newman,
General Chairman,
United Transportation Union (T)
63 Nelson Avenue
North Bay, Ontario

Dear Mr. Newman:

Re: Letter of Agreement Sherman Mine Assignment

This will confirm the understanding reached during our recent meeting of September 20, 1976, that the following letter of understanding will continue to apply:

In assigning crews to the Sherman Mine run, it is agreed that no abolishment of assignment in this service will be made except after four (4) consecutive days' cancellation or known mine shutdown of over four (4) days.

On restoration or expected restoration of mine service, the assignment will again be bulletined.

No penalty payments under any schedule article with regard to cancellation will be processed except that both the management and the brotherhood will be bound by the minimum mileage earnings with regard to the assignment.

Due to penalty payment incurred by our No. 106 late arrival at the Sherman Mine, it must be understood that in the event of a late arrival of No. 106 and the crew booking rest, which will interfere with the ordering time of No. 105 ex North Bay on time, crews must be agreeable to booking rest in excess of eight (8) hours to release **assignment** and allow No. 105

to be ~~ordered~~ on time or waive penalty and allow train to depart on time.

This agreement may be terminated by either party on five (5) days' notice.

Yours truly,

G. T. Nudds

Superintendent of Train Operations

I concur: **B. F. Newman**
General Chairman
United Transportation Union (T)

Ontario Northland Railway

Office of the Superintendent of Train Operations

Englehart, Ontario

October 8, 1976.

8335-7

Mr. B. F. Newman,
General Chairman,
United Transportation Union (T)
63 Nelson Avenue,
North Bay, Ontario.

Dear Mr. Newman:

Re: Discount Meals - Cochrane Restaurant

Reference to your letter of September 22, 1976, requesting discount meals at Cochrane restaurant for trainmen on trains 187-287-488-288.

I am agreeable for these trainmen to obtain breakfast and supper at a 50% discount.

A couple of items that should be drawn to your attention are as follows:

- (A) Cochrane restaurant is not open on a Sunday and no special arrangements will be made for service that day.
- (B) No special food other than menu items will be available to the crew.

This letter must not be misconstrued to mean that these trainmen will be allowed other meals in the restaurant as bunkhouse facilities are available. All counter cheques must be signed by each individual employee.

This arrangement will remain in effect until you are otherwise advised.

I will write Mr. Singleton informing him that this arrangement will commence on October 15, 1976.

Yours very truly,

G. T. Nudds,

Superintendent of Train Operations

c.c.	Mr. R. O. Beatty	Mr. A. W. Sullivan
	Mr. R. L. Moore	Mr. D. K. Hagar
	Mr. C. J. Toye	Mr. E. P. Albert
	Mr. P. R. Harris	Mr. A. Rotondo

Englehart, Ontario
July 10, 1981

8335-7

Mr. B. F. Newman
General Chairman
UTU(T)
c/o Yard Office
ENGLEHART, Ontario

Dear Mr. Newman:

In reference to our meeting at North Bay on July 8 at which time we discussed the operating of work trains, auxiliaries, and 105-106 with reduced crews, and also Article 42.2(e) in relation to Mr. Beatty's letters of June 22 and 26, 1981.

It is not our intention to operate work trains outside of **ABS** territory with a reduced crew. Only under the following circumstances would a reduced crew be used:

- (a) Shortage of trainmen, rather than cancel the assignment.
- (b) Work on Elk Lake Subdivision.

Referring to (a) and (b), relief of flagging would be provided unless there was a case of an emergency.

ABS Territory

We give you our assurances that it is not our intention to run a work train with a reduced crew unless there is a shortage of trainmen or the type of work to be performed would not require flagging. Under these examples, it is not our intention to cause undue hardship to employees, where safety is a factor and/or where the service may be adversely affected.

Auxiliaries

Auxiliaries to be operated between terminals with a reduced crew, but when work is required between terminals or in a terminal at the distance point, a full crew consist of three men will be used.

Trains 105-1 06

It is our Intention to operate 105-106 with a full crew. Only under the following circumstances would a reduced crew be used.

A reduced crew would operate in the event there was a shortage of men and only the empty barrels would be handled on train 105 and the load barrels on 106

Filling a Foreman's Vacancy Under Article 42.2(e)

To fill the 0700 yard, helpers would be called from 0700, 0800, and then 1600 yard.

To fill the 0800 yard, helpers would be called from 0800, 0700, 1600 yard and it may be necessary to try to get a helper from 0001 yard.

To fill the 1600 yard, helpers would be called from 1600, 0001, 0700 yard and it may be necessary to call a helper from the 0800 yard.

For the 0001 yard, a helper would be called from the 0001, 0700, and 0800 yard and it may be necessary to call a helper from the 1600 yard.

If the Coordinator is unable to fill a foreman's position under Article 42.4(e), he will then follow Mr. Beatty's letter of June 22, 1981, which outlines a new procedure to follow.

This letter of clarification on the above articles will apply when Company package has been signed.

however, an effective date for implementation will be required to allow all concerned to familiarize themselves with the contents.

Yours very truly,

G. T. Nudds

Superintendent of Train Operations

GTN:sp

c.c.

Mr. **J. S. Mainville**, Local Chairman, **UTU(T)**,
c/o North Bay Yard

Mr. **G. L. Cliche**, Local Chairman **UTU(T)**,
c/o North Bay **CNR**

Mr. **D. K. Hagar**

Mr. **P. R. Harris**

Mr. **H. A. Middaugh**

Mr. **W. R. Deacon**

Mr. **D. R. Newton**

Mr. **P. Cozac**

Englehart, Ontario
January 30, 1986

8335-7

Mr. K.L. Marshall
General Chairman
UTU
NORTH BAY, Ontario

Dear Mr. Marshall:

Re: Discount Meals

This is a revision of letter dated October 8, 1976, page 212, UTU Agreement, as per discussions on January 22, 1986.

Cochrane Restaurant

Trainmen on trains 287-488 will be able to obtain breakfast and supper at a 50% discount at Cochrane restaurant. Other meals will not be allowed as bunk-house facilities are available.

Also a 50% discount will be allowed on dining car meals on the following trains:

- 1) No. 121-221/322-222 (Northlander)
- 2) No. 421-622 (Mixed)
- 3) No. 423-624 (Excursion)

Counter cheques must be signed by each individual employee.

This arrangement will remain in effect until you are otherwise advised.

Yours truly,

D.K. Hagar
Superintendent of Train Operations

C.C.

Mr. **K.J.** Moorehead

Mr. **A. Rotondo**

Mr. P.R. Harris

Mr. **W.R.** Deacon

Mr. **P. Cozac**

Mr. **K.L.** Archer

Mr. **D.J.** Mills