

ARCHIVED
COLLECTIVE AGREEMENT LANGUAGE
TEAMSTERS CANADA RAIL CONFERENCE
LOCOMOTIVE ENGINEERS
EMPLOYED BY CANADIAN PACIFIC RAILWAY
EAST OF THUNDER BAY, ONTARIO

PREAMBLE

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

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ARTICLE 1 – RATES OF PAY

1.01.1 Passenger Service

Rate per day of 100 miles. [Formerly (a)].

Effective January 1, 2003				
Power	100%	85%	90%	95%
1 Unit	\$124.96	\$106.22	\$112.46	\$118.71
2 Units	\$126.48	\$107.51	\$113.83	\$120.16
3 Units	\$128.07	\$108.86	\$115.26	\$121.67
4 Units	\$129.41	\$110.00	\$116.47	\$122.94
1 Unit of 3000 H.P. or over	\$125.19	\$106.41	\$112.67	\$118.93
Add for each additional unit	\$1.27	\$1.08	\$1.14	\$1.21
Minimum rate where applicable	\$123.62	\$105.08	\$111.26	\$117.44

Effective January 1, 2004				
Power	100%	85%	90%	95%
1 Unit	\$128.71	\$109.40	\$115.84	\$122.27
2 Units	\$130.27	\$110.73	\$117.24	\$123.76
3 Units	\$131.91	\$112.12	\$118.72	\$125.31
4 Units	\$133.29	\$113.30	\$119.96	\$126.63
1 Unit of 3000 H.P. or over	\$128.95	\$109.61	\$116.06	\$122.50
Add for each additional unit	\$1.27	\$1.08	\$1.14	\$1.21
Minimum rate where applicable	\$127.33	\$108.23	\$114.60	\$120.96

Effective January 1, 2005				
Power	100%	85%	90%	95%
1 Unit	\$131.93	\$112.14	\$118.74	\$125.33
2 Units	\$133.53	\$113.50	\$120.18	\$126.85
3 Units	\$135.21	\$114.93	\$121.69	\$128.45
4 Units	\$136.62	\$116.13	\$122.96	\$129.79
1 Unit of 3000 H.P. or over	\$132.17	\$112.34	\$118.95	\$125.56
Add for each additional unit	\$1.27	\$1.08	\$1.14	\$1.21
Minimum rate where applicable	\$130.51	\$110.93	\$117.46	\$123.98

Effective January 1, 2006				
Power	100%	85%	90%	95%
1 Unit	\$135.89	\$115.51	\$122.30	\$129.10
2 Units	\$137.54	\$116.91	\$123.79	\$130.66
3 Units	\$139.27	\$118.38	\$125.34	\$132.31
4 Units	\$140.72	\$119.61	\$126.65	\$133.68
1 Unit of 3000 H.P. or over	\$136.14	\$115.72	\$122.53	\$129.33
Add for each additional unit	\$1.27	\$1.08	\$1.14	\$1.21
Minimum rate where applicable	\$134.43	\$114.27	\$120.99	\$127.71

1.02 Freight Service

Rate per day of 100 miles.

Effective January 1, 2003				
Power	100%	85%	90%	95%
1 Unit	\$151.98	\$129.18	\$136.78	\$144.38
2 Units	\$155.61	\$132.27	\$140.05	\$147.83
3 Units	\$159.18	\$135.30	\$143.26	\$151.22
4 Units	\$162.18	\$137.85	\$145.96	\$154.07
1 Unit of 3000 H.P. or over	\$152.62	\$129.73	\$137.36	\$144.99
Add for each additional unit	\$2.89	\$2.46	\$2.60	\$2.75
Minimum rate where applicable	\$149.48	\$127.06	\$134.53	\$142.01

Effective January 1, 2004				
Power	100%	85%	90%	95%
1 Unit	\$156.54	\$133.06	\$140.89	\$148.71
2 Units	\$160.28	\$136.24	\$144.25	\$152.27
3 Units	\$163.96	\$139.37	\$147.56	\$155.76
4 Units	\$167.05	\$141.99	\$150.35	\$158.70
1 Unit of 3000 H.P. or over	\$157.20	\$133.62	\$141.48	\$149.34
Add for each additional unit	\$2.89	\$2.46	\$2.60	\$2.75
Minimum rate where applicable	\$153.96	\$130.87	\$138.56	\$146.26

Effective January 1, 2005				
Power	100%	85%	90%	95%
1 Unit	\$160.45	\$136.38	\$144.41	\$152.43
2 Units	\$164.29	\$139.65	\$147.86	\$156.08
3 Units	\$168.06	\$142.85	\$151.25	\$159.66
4 Units	\$171.23	\$145.55	\$154.11	\$162.67
1 Unit of 3000 H.P. or over	\$161.13	\$136.96	\$145.02	\$153.07
Add for each additional unit	\$2.89	\$2.46	\$2.60	\$2.75
Minimum rate where applicable	\$157.81	\$134.14	\$142.03	\$149.92

Effective January 1, 2006				
Power	100%	85%	90%	95%
1 Unit	\$165.26	\$140.47	\$148.73	\$157.00
2 Units	\$169.22	\$143.84	\$152.30	\$160.76
3 Units	\$173.10	\$147.14	\$155.79	\$164.45
4 Units	\$176.37	\$149.91	\$158.73	\$167.55
1 Unit of 3000 H.P. or over	\$165.96	\$141.07	\$149.36	\$157.66
Add for each additional unit	\$2.89	\$2.46	\$2.60	\$2.75
Minimum rate where applicable	\$162.54	\$138.16	\$146.29	\$154.41

1.03 Conductor Only Operations in Freight Service

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

Effective January 1, 2003				
	100%	85%	90%	95%
	\$158.52	\$134.74	\$142.67	\$150.59
Minimum rate where applicable	\$149.48	\$127.06	\$134.53	\$142.01

Effective January 1, 2004				
	100%	85%	90%	95%
	\$163.28	\$138.79	\$146.95	\$155.12
Minimum rate where applicable	\$153.96	\$130.87	\$138.56	\$146.26

Effective January 1, 2005				
	100%	85%	90%	95%
	\$167.36	\$142.26	\$150.62	\$158.99
Minimum rate where applicable	\$157.81	\$134.14	\$142.03	\$149.92

Effective January 1, 2006				
	100%	85%	90%	95%
	\$172.38	\$146.52	\$155.14	\$163.76
Minimum rate where applicable	\$162.54	\$138.16	\$146.29	\$154.41

1.04 Self-propelled Passenger Service

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

Effective January 1, 2003			
100%	85%	90%	95%
\$124.31	\$105.66	\$111.88	\$118.09

Effective January 1, 2004			
100%	85%	90%	95%
\$128.04	\$108.83	\$115.24	\$121.64

Effective January 1, 2005			
100%	85%	90%	95%
\$131.24	\$111.55	\$118.12	\$124.68

Effective January 1, 2006			
100%	85%	90%	95%
\$135.18	\$114.90	\$121.66	\$128.42

Minimum day in Passenger Service

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

Effective January 1, 2003			
100%	85%	90%	95%
\$127.05	\$107.99	\$114.35	\$120.70

Effective January 1, 2004			
100%	85%	90%	95%
\$130.86	\$111.23	\$117.77	\$124.32

Effective January 1, 2005			
100%	85%	90%	95%
\$134.13	\$114.01	\$120.72	\$127.42

Effective January 1, 2006			
100%	85%	90%	95%
\$138.15	\$117.43	\$124.34	\$131.24

1.05 Yard Service

Rate per day of 8 hours or less is:

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

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

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

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

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

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

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

For 2 nd Unit	\$2.75	\$2.34	\$2.48	\$2.61
For 3 or more Units	\$5.52	\$4.69	\$4.97	\$5.24

1.07 Wayfreight Service - Formerly - Article 7 (c)

For local or wayfreight service

Effective January 1, 2003			
100%	85%	90%	95%
\$5.67	\$4.82	\$5.10	\$5.39

Effective January 1, 2004			
100%	85%	90%	95%
\$5.84	\$4.96	\$5.26	\$5.55

Effective January 1, 2005			
100%	85%	90%	95%
\$5.99	\$5.09	\$5.39	\$5.69

Effective January 1, 2006			
100%	85%	90%	95%
\$6.17	\$5.24	\$5.55	\$5.86

per 100 miles or less shall be added to the through freight rates according to class of engine; miles run over 100 to be paid pro rata

1.08 Road Switcher Service

Engineers operating road switcher runs will be paid

Effective January 1, 2003			
100%	85%	90%	95%
\$26.53	\$22.55	\$23.88	\$25.20

Effective January 1, 2004			
100%	85%	90%	95%
\$27.33	\$23.23	\$24.60	\$25.96

Effective January 1, 2005			
100%	85%	90%	95%
\$28.01	\$23.81	\$25.21	\$26.61

Effective January 1, 2006			
100%	85%	90%	95%
\$28.85	\$24.52	\$25.97	\$27.41

per day of eight hours or less above wayfreight rates

ARTICLE 2 – ROAD SERVICE

2.04 Short Turnaround Passenger Service

The rate per day of 100 miles or 8 hours or less in assigned short turnaround passenger service is:

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

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

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

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

2.04 (Formerly (c)(3) Road Miles and Road Time

(3) For rates of pay in assigned short turnaround passenger service see charts above..

Regularly established passenger runs less than 100 miles one way shall be considered as continuous runs, from time ordered for, until laid up at end of the day and shall be paid at the rate of 12-1/2 miles per hour and overtime pro rata, with a minimum of 100 miles per day exclusive of initial terminal time first trip; but if the miles run or the miles run and the service performed and switching, together with all time held at terminal and turnaround points between trips where engines are not turned over to enginehouse staff, combined at the end of day exceed 12-1/2 miles per hour, then the mileage will be paid; Company to say when and where the day's work starts. Starting point of runs now established not to be changed unless warranted by change of time.

(i) One hour, to include switching or other service performed, is to be allowed as a minimum at each turnaround point where there is one hour or more elapsed time between arrival and departure time of the train.

- (ii) If after arrival on shop track engineer is required to inspect engine or book work or register in, he will be allowed all time required to complete this work which should apply at all engine maintaining points.

Example No. 1

Two round trips between A and B; distance A to B, 25 miles; 1 hour at B first trip; 5 hours at A between trips, 3 hours at B second trip; Engineer ordered at A for 0745.

Report for duty at A at:	0745	
Leave station at A at:	0800	3 miles initial terminal time
Arrive station at B at:	0900	25 actual miles run
Turn train and leave B at:	1000	12 ½ miles
Arrive station at A at:	1100	25 actual miles run
Released from duty at A at:	1145	9 ¼ miles
Report for duty at A at:	1515	
Leave station at A at:	1600	9 ¼ miles
Arrive station at B at:	1700	25 actual miles run
Turn train and off duty at B at:	1730	6 ¼ miles
Report for duty at B at:	1945	
Leave station at B at:	2000	3 miles
Arrive station at A at:	2100	25 actual miles run
Arrive shop track at A at:	2130	
Off duty at A at:	2145	9 ¼ miles final terminal time

Total: 152 miles

Total elapsed time 14'00" @ 12 ½ MPH, 175 miles; elapsed time being greater, time is paid namely, 175 miles.

Example No. 2

One round trip between A and B; distance A to B, 77 ½ miles; 5'15" at B; Engineer ordered at A for 0715.

Report for duty at A at:	0715	
Leave station at A at:	0730	3 miles initial terminal time
Arrive station at B at:	0945	77 ½ miles run
Off duty at B at:	1035	10 ¼ miles
Report for duty at B at:	1420	
Leave station at B at:	1500	8 ¼ miles
Arrive station A at:	1725	77 ½ actual miles run
Arrive shop track at A at	1745	
Off duty at A at:	1800	7 ¼ miles

Total 184 miles

Total elapsed time 10'45" @ 12 ½ MPH, 134 miles; actual miles being greater, miles are paid namely, 184 miles.

- (iii) The first example, at the eighth line, indicates a point where it is necessary for the engineer to return to duty sufficiently in advance of the leaving time to enable engine to move from the shop track to the station, some distance away. If the engineer is required to take out from the turnaround point an engine other than the one he had brought in he will be required to appear on duty at least 15 minutes before time required to leave shop track. This time to be regulated with such margin only as may be necessary to enable the engine to get to the station to be coupled up to the train in good time before its regular departure time.
- (iv) The first example also is illustrative of a case in which the compensation is based on the total elapsed time at 12 ½ miles per hour as provided for in the rule which exists, the mileage allowance for the actual mileage made, and the time on duty, being less than the mileage represented by the total elapsed time and therefore continuous time is paid for.

Note While it is not the intention of the rule that greater compensation should be paid than is required under the conditions mentioned for either total elapsed time, or mileage made, arbitraries, and for time held and service performed at terminals or turnaround points with a minimum of one hour at the turnaround point, as stated in sub-paragraph (i), the time allowance at turnaround points cannot be held at any stated minimum as the rule clearly indicates that an engineer is entitled to have figured in his compensation the total time required to be on duty. (As indicated by the examples the final terminal time arbitrary at the end of the day is not in any way interfered with.) Therefore, if at a turnaround point the station is located some distance from the roundhouse, and particularly at an engine maintaining point, the engineer is held at the station some time until the train is switched and then the time occupied in getting to the engine house, booking repairs, and registering off duty exceeds 30 minutes, and the service required moving in the opposite direction also exceeds 30 minutes, the engineer is properly entitled under the rule to a time allowance for the full time required whether or not such time exceeds a total of one hour.

Where an engine is not turned over to engine house staff, a charge hand or a watchman at turnaround points, the engineer or the fireman (helper) will not be relieved one by the other and considered off duty at such points. This will not necessarily apply to self-propelled cars which can be locked up, and it is not necessary for the engineer to be held on duty with the car, but in such cases the minimum allowance of one hour at turnaround points will be made.

Engineers regularly assigned in short turnaround passenger service between Montreal and Rigaud, Montreal and Vaudreuil, Montreal and Ste. Therese and Montreal and Farnham, who are available for service for the entire month and who do not lay off of their own accord will be paid not less than 4000 miles per month exclusive of General Holiday pay. Engineers who work only a portion of a month on any assigned run will be paid not less than their full proportion of the monthly guarantee pro rated according to the number of days they work as related to the number of days the run is scheduled to work in the month.

ARTICLE 5 – MISCELLANEOUS SERVICE

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

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

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

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

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

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

5.03 Formerly (c) Watching Engine

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

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

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

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

ARTICLE 6 – WORK RELATED EQUIPMENT, HANDLING RADIO & DOCUMENTATION

Letter Re: Locomotive Engineers handling portable radios during a tour of duty

MONTREAL, November 16, 1992

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

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

Dear Sirs:

This has reference to the negotiations, which culminated in the signing of this Memorandum of Agreement.

During our discussions, the matter of Locomotive Engineers handling portable radios during a tour of duty particularly for the purposes of performing train inspection and flagging when required during conductor-only train operation was discussed.

This will confirm our mutual understanding that Locomotive Engineers may be required to handle portable radios during a tour of duty.

The Company will arrange to make portable radios accessible to Locomotive Engineers at locations where they report for duty.

Yours truly,

(Sgd) F. O. Peters
Manager, Labour Relations

I CONCUR:

(Sgd) T.G. Hucker
General Chairman

(Sgd) G. Wynne
General Chairman

ARTICLE 7 – WAY FREIGHT SERVICE

7.01, Formerly (a)

Through freight or mixed train required to load or unload wayfreight will be paid overtime at wayfreight rates for time occupied; time so paid for not to be included in computing overtime and pay not to be in excess of wayfreight rate for the full trip.

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

12.01 (Formerly the only paragraph)

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

ARTICLE 18 (FORMERLY 16A) – GENERAL HOLIDAYS

18.01 Examples:

No. 1: An engineer with home terminal in the Province of Quebec on St. Jean Baptiste Day who qualifies and receives payment for that General Holiday and who subsequently transfers with home terminal in Ontario would not be entitled to pay for Civic Holiday in the Province of Ontario.

No. 2: An engineer with home terminal in the Province of Ontario on St. Jean Baptiste Day would not be entitled to pay for such General Holiday and who subsequently transfers with home terminal in Quebec on Civic Holiday shall, provided he qualifies under the provisions of Section 2 hereof, be entitled to holiday with pay on that General Holiday.

ARTICLE 21 (FORMERLY 17) - SENIORITY

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

ARTICLE 22 (FORMERLY 18) – GRIEVANCE PROCEDURE

Letter Re: Local Handling of Grievances, July 1989

July 25, 1989.

Messrs. E. S. Cavanaugh

J. M. White

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

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

The General Chairmen also complained that in a few instances the time limits specified in the grievance procedure had not been adhered to by some Company Officers. In this regard, they were told that the Company does not approve of incidents in which, as it was alleged, some Company Officers were not responding to grievances within the specified time frames. The position of the Company remains clear; the provisions outlined in the respective collective agreements with respect to the grievance procedure must be complied with, and that grievances should be answered in a timely fashion.

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

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

(Sgd.) L. A. Clarke

Manager, Labour Relations

cc: Messrs. G. N. Wynne

T. G. Hucker

ARTICLE 24 (FORMERLY 20) EXPRESS ON PASSENGER TRAIN

24.01 A passenger train hauling express freight will not be considered a mixed train.

ARTICLE 28 (FORMERLY 24) - MEALS

28.01 (Formerly first paragraph)

Engineer on freight train will be given reasonable time for meals on advising train dispatcher one hour in advance. Time so occupied to be deducted on computing overtime.

ARTICLE 33 (FORMERLY 29) – MILEAGE REGULATIONS

33.01 Formerly (a)

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

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

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

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

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

33.02 (Formerly (b))

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

33.05 (Formerly (e))

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

33.07 (Formerly (g))

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

33.10 (2) Formerly (j)(2)

Engineers will upon arrival at home station register in ink the total number of miles they have in for the current mileage period, in the column provided for the purpose in inward report book.

33.11 (Formerly (k))

The time for repairing engine when laid up at any place other than the regular roundhouse with regular shop men, will not be included in computing the mileage that engineer is permitted to make under the above regulations.

MISCELLANEOUS INFORMATION ARCHIVED FROM COLLECTIVE AGREEMENT

Table showing time after which overtime begins on runs 100 miles to 199 miles in length on speed basis of 20 miles per hour:

Distance in miles	OT begins after Hours	Distance in miles	OT begins after Hours	Distance in miles	OT begins after Hours
100	5:00	134	6:42	168	8:24
101	5:03	135	6:45	169	8:27
102	5:06	136	6:48	170	8:30
103	5:09	137	6:51	171	8:33
104	5:12	138	6:54	172	8:36
105	5:15	129	6:57	173	8:39
106	5:18	140	7:00	174	8:42
107	5:21	141	7:03	175	8:45
108	5:24	142	7:06	176	8:48
109	5:27	143	7:09	177	8:51
110	5:30	144	7:12	178	8:54
111	5:33	145	7:15	179	8:57
112	5:36	146	7:18	180	9:00
113	5:39	147	7:21	181	9:03
114	5:42	148	7:24	182	9:06
115	5:45	149	7:27	183	9:09
116	5:48	150	7:30	184	9:12
117	5:51	151	7:33	185	9:15
118	5:54	152	7:36	186	9:18
119	5:57	153	7:39	187	9:21
120	6:00	154	7:42	188	9:24
121	6:03	155	7:45	189	9:27
122	6:06	156	7:48	190	9:30
123	6:09	157	7:51	191	9:33
124	6:12	158	7:54	192	9:36
125	6:15	159	7:57	193	9:39
126	6:18	160	8:00	194	9:42
127	6:21	161	8:03	195	9:45
128	6:24	162	8:06	196	9:48
129	6:27	163	8:09	197	9:51
130	6:30	164	8:12	198	9:54
131	6:33	165	8:15	199	9:57
132	6:36	166	8:18	200	10:00
133	6:39	167	8:21		

Table showing time after which overtime begins on runs 100 miles to 199 miles in length on speed basis of 12-1/2 miles per hour:

Distance in miles	OT begins after Hours	Distance in miles	OT begins after Hours	Distance in miles	OT begins 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	129	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	200	
133	10:38	167	13:22		

Table showing time and one-half for overtime (18-3/4 miles per hour) expressed in miles. Applicable to road freight, transfer and yard switching service from 3 to 8 hours inclusive.

Overtime	Miles	Overtime	Miles	Overtime	Miles
3	1	2:43	51	5:23	101
6	2	2:46	52	5:26	102
10	3	2:50	53	5:30	103
13	4	2:53	54	5:33	104
16	5	2:56	55	5:36	105
19	6	2:59	56	5:39	106
22	7	3:02	57	5:42	107
26	8	3:06	58	5:46	108
29	9	3:09	59	5:49	109
32	10	3:12	60	5:52	110
35	11	3:15	61	5:55	111
38	12	3:18	62	5:58	112
42	13	3:22	63	6:02	113
45	14	3:25	64	6:05	114
48	15	3:28	65	6:08	115
51	16	3:31	66	6:11	116
54	17	3:34	67	6:14	117
58	18	3:38	68	6:18	118
1:01	19	3:41	69	6:21	119
1:04	20	3:44	70	6:24	120
1:07	21	3:47	71	6:27	121
1:10	22	3:50	72	6:30	122
1:14	23	3:54	73	6:34	123
1:17	24	3:57	74	6:37	124
1:20	25	4:00	75	6:40	125
1:23	26	4:03	76	6:43	126
1:26	27	4:06	77	6:46	127
1:30	28	4:10	78	6:50	128
1:33	29	4:13	79	6:59	129
1:36	30	4:16	80	6:53	130
1:39	31	4:19	81	6:56	131
1:42	32	4:22	82	6:59	132
1:46	33	4:26	83	7:02	133
1:49	34	4:29	84	7:06	134
1:52	35	4:32	85	7:12	135
1:55	36	4:35	86	7:15	136
1:58	37	4:38	87	7:18	137
2:02	38	4:42	88	7:22	138
2:05	39	4:45	89	7:25	139
2:08	40	4:48	90	7:28	140

2:11	41	4:51	91	7:31	141
2:14	42	4:54	92	7:34	142
2:18	43	4:58	93	7:38	143
2:21	44	5:01	94	7:41	144
2:24	45	5:04	95	7:44	145
2:27	46	5:07	96	7:47	146
2:30	47	5:10	97	7:50	147
2:34	48	5:14	98	7:54	148
2:37	49	5:17	99	7:57	149
2:40	50	5:20	100	8:00	150

Letter Re: Locomotive Engineer answering radio and operating train, October 1967

CANADIAN PACIFIC RAILWAY

Montreal, October 2, 1967

File: 503-67

J.N. Fraine, Esq.,
Vancouver, B.C.

L.R. Smith, Esq.
Toronto, Ontario

G.E. Benoit, Esq.,
Montreal, Que.

K. Campbell, Esq.,
Winnipeg, Man.

Dear Sir:

Complaints have been registered by Enginemen in yard service that some persons calling them on the radio expect an immediate response by the Engineman regardless of the circumstances existing at the time; also that Enginemen are expected to contact the Yard Foreman at once or to copy for, or to relay to him involved instructions while, at the same time, continuing the work of running the engine.

Everyone, of course, appreciates that an Engineman's first responsibility is the safe operation of his engine and that there are times when it is not practical for him to answer his radio immediately he is called; also, that it is difficult to give his attention simultaneously to instructions coming over the radio and to the response expected of him by the yardmen who are giving him signals and so on.

We do not want to place unnecessary restrictions upon the use of the radio and to this end the Engineman is expected to co-operate in acknowledging calls immediately it is possible to do so. On the other hand, we do not want to abuse its use.

The above complaint was registered in the course of contract negotiations with the B. of L.E. representatives. Because of this complaint, the employee representatives requested an extra payment when operating a radio-equipped engine in yard service. We rejected this demand but it is important that supervisors issuing instructions by radio show understanding of the Engineman's position.

Yours truly,

D.M. Dunlop
Vice-President
Operation and Maintenance

c.c.:D.I. McNeill, Esq., Q.C.
E.C. Machin, Esq.
A.C. Doull, Esq.

Letter Re: Payment for Medical Examinations requested by Company

CANADIAN PACIFIC RAILWAY

Dept. of Personnel -- Windsor Station,
Montreal, Que.

October 2nd, 1967 Files: Engineers East 1967

E.C. Machin, Esq.,
General Chairman,
Brotherhood of Locomotive Engineers,
204 Medico-Dental Bldg.
1396 St. Catherine St. W.,
Montreal, Que.

Dear Sir:

With respect to the demand contained in your notice of January 16th, that the Company pay for medical examinations when same are required by the Company.

This is to advise you that the cost of medical examinations required at the instance of the Company will be borne by the Company with the exception of:

- (1) Pre-employment medical examinations.
- (2) Medical examinations and treatment required as a consequence of physical conditions diagnosed at periodic examinations and, when required by the Company, detailed medical certificates following leave of absence on account of illness or non-compensable injury.

However, if, after receiving such certificate the Company deems it necessary to have the employee examined by a Company medical officer, the Company will pay for this examination.

- (3) Medical examination in respect of application for retirement on medical grounds or for extension beyond normal retirement age.

Yours truly,

J. Ramage
Manager
Labour Relations

Letter Re: Operating Diesel A and B units backwards

CANADIAN PACIFIC RAILWAY

Montreal, March 28, 1962

J.R. Strother, Esq.,
Montreal, Que.

G.E. Mayne, Esq.,
Toronto, Ont.

S.M. Gossage, Esq.,
Winnipeg, Man.

J.N. Fraine, Esq.,
Vancouver, B.C.

Dear Sirs:

The Anderson Conciliation Board dealing with the recent dispute between the Company and the Brotherhood of Locomotive Engineers had before it a request from the Brotherhood for the addition of a provision to the Collective Agreements to prevent the operation of "A" and "B" diesel units backwards except in case of emergency or doubling grades. While this is an operational matter hardly appropriate for inclusion in a Collective Agreement, the Board nevertheless heard submissions from both parties and expressed the view that, in its opinion, diesel "A" and "B" units should not be operated backwards in road service unless in very exceptional circumstances and except in cases of emergency or in doubling grades, or for other like reasons.

In accepting and implementing the recommendations of the Anderson Conciliation Board the Company accepted also the view expressed in regard to the above mentioned matter. Accordingly, effect should be given to this undertaking. Will you please arrange accordingly.

A copy of this letter is being furnished to the General Chairmen of the Brotherhood of Locomotive Engineers.

Yours truly,

R.A. Emerson
for Vice-President Operations

c.c.:J.F. Walter, Esq.
H.L. May, Esq.
F.J. Fryer, Esq.
W.D. Dickie, Esq.

Letter Re: Rest Houses, April 1971

CP RAIL

Windsor Station, Montreal 101, Quebec
Tel. (514) 861-6811

April 19, 1971

File No. EN/70-2

Mr. E.C. Machin
General Chairman,
Atlantic & Eastern
Regions, CP Rail
Bro. of Locomotive
Engineers,
1396 St. Catherine St., W.
Room 216,
Montreal 107, Que.

Mr. M.H. Tetlock
General Chairman
Bro. of Locomotive
Engineers,
356 Main Street,
Room 803,
Winnipeg, Man.

Dear Sir:

This will confirm our understanding that in respect of rest houses built in accordance with the provisions of Clause 16.01 (formerly Article 15, Clause (a), Engineers are regarded as having equal status with other running trades groups and this will be recognized in any consultations that may be had between Company Officers and Union Representatives concerning such rest houses.

Yours truly,

R. Colosimo
Chairman, Company's Negotiating Committee

Letter Re: Maintenance program for operating cabs and method for reporting defects, Aug. 1976

CP RAIL

Internal Correspondence

Montreal, August 31, 1976

From: W.W. Stinson
To: Messrs.R.A. Swanson
L.A. Hill
R.J. Shepp
J.D. Bromley

During the current negotiations with the Brotherhood of Locomotive Engineers, one of its demands was:

“An adequate maintenance program for operating cabs and a more efficient method of reporting defects.”

During the discussions on this demand, the Union alleged that in some instances, where multiple unit consists are being dispatched, units with inadequate cab heaters and other undesirable cab conditions are marshalled as leading units while units with good cab heaters and comfortable operating cabs are marshalled at other locations in the same consist. It was alleged that shop staffs and supervisors deny all requests to change the marshalling of the units stating that the placement of the units is at the direction of the System Operation Centre and that the unit consists cannot be rearranged.

The Union was advised that it was not possible to rearrange unit consists in all situations due to operating requirements. However, the Union was assured that where conditions warrant the change of units and operating requirements will not be interfered with as a result of the rearrangement, a unit having a more desirable cab condition may be changed to the head end of a multiple unit consist. When unit consists are so rearranged, the System Operation Centre must be advised immediately by the local Supervisor.

Please advise all concerned in order that they may be governed accordingly.

Copies of this letter are being furnished to the General Chairman.

W.W. Stinson
Vice President
Operation and Maintenance

c.c.:Messrs. R. Colosimo
E.C. Machin
J.R. Simpson

CTC General Order R-0-37

CANADIAN TRANSPORT COMMISSION BY ITS RAILWAY TRANSPORT COMMITTEE

General Order No. R.-0-37

Regulations respecting the installation and maintenance of drinking water, toilet and hand cleansing facilities in locomotives and cabooses.

The Committee, pursuant to its Judgment dated October 15, 1968, hereby orders as follows:

The annexed regulations respecting the installation and maintenance of drinking water, toilet and hand cleansing facilities in locomotives and cabooses are hereby prescribed.

Dated at Ottawa, this 2nd day of April, 1969.

C.W. Rump,
Secretary, Railway
Transport Committee.

Regulations respecting the installation and maintenance of drinking water, toilet and hand cleansing facilities in locomotives and cabooses.

Short Title

1. These Regulations may be cited as the Locomotive and Caboose Sanitation Facilities Regulations.

Interpretation

2. In these Regulations,
 - (a) "company" means a railway company that is subject to the jurisdiction of the Railway Transport Committee of the Canadian Transport Commission.
 - (b) "locomotive" means a locomotive unit equipped with an operating cab and intended for crew occupancy; and
 - (c) "water cooler" means a suitable device for storing, cooling and dispensing potable water.

Water Coolers

3. Every company shall equip, with water coolers, new locomotives put into road or yard service and new cabooses put into road service on and after May 1, 1969.
4. Every company shall, on or before May 1, 1970, equip, w used in road or yard service and cabooses that are used in road service.
5. Every water cooler and its associated fittings shall be maintained in a sanitary condition and shall be so constructed that the water cannot come into contact with ice or refrigerant used for cooling.
6. The potable water supply shall be kept free from contamination.
7. A supply of single-service cups shall be available at all water coolers and shall be contained in suitable permanently mounted dispensers.

Toilet Facilities

8. All new locomotives and new cabooses to be used in road service on and after May 1, 1969, shall be equipped with suitable toilet facilities.
9. Subject to section 11, every company shall, on or before May 1, 1974, install suitable toilet facilities in:
 - (a) all locomotives that are in road service unless the design thereof precludes such installation; and
 - (b) cabooses that are in road service; when such locomotives and cabooses are being rebuilt, remodelled, upgraded or undergoing heavy repairs.
10. Toilet facilities installed pursuant to sections 8 and 9 shall be of such type and construction that human waste will not be dumped on the roadbed of the railway or on any part of the rolling stock.
11. Toilets of the outside flush or dry hopper type that are suitable for year-round operation, may continue to be used in a locomotive or caboose where such facilities were installed in that locomotive or caboose prior to May 1, 1969.
12. Toilet facilities shall be so ventilated as to prevent unpleasant odours from entering the operating cabs of locomotives and the occupied portions of cabooses.
13. Every company shall maintain such toilet facilities in a clean and sanitary condition and shall provide an adequate supply of toilet tissue conveniently located in a suitable dispenser.

Hand Cleansing and Drying Facilities

14. Every company shall provide suitable and conveniently-located hand cleansing and drying facilities on locomotives and cabooses equipped with toilet facilities or shall supply suitable hand cleansing and drying materials to crew members for their personal use.

Implementation Program

15. Every company shall put into effect a program consistent with anticipated traffic demands which will ensure its compliance with sections 4 and 9.

Memo of Agreement DAR

MEMORANDUM OF AGREEMENT BETWEEN THE DOMINION ATLANTIC RAILWAY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS SETTING FORTH THE LOCAL RULES GOVERNING LOCOMOTIVE ENGINEERS

It is agreed that effective October 1, 1975 previous Local Rules are cancelled and the following substituted therefore:

1. The Engineers' Spare Board will be regulated by the B.L.E. grievance Committee in accordance with the provisions of Article 33 (formerly Article 29) of the Collective Agreement "in conjunction with Company Officers".
2. The Engineers' West Pool Kentville and Yarmouth Subdivisions will be assigned to Trains 25 and 26.
3. Spare Board Engineers will be permitted to run through Kentville when spare board is depleted, providing there is no additional expense to the Company.
4. Engineers returning from outside points will be subject to call after booking on unless rest is booked. Engineers returning from annual vacation, sickness, leave, etc., will be required to book in 8 hours prior to going on duty.
5. Engineers will receive a 1 hour and 30 minute call when required for duty to be computed from time ordered for.
6. When it is necessary to advertise assignments to Engineers, bulletins will be posted for at least 72 hours.
7. All bulletined assignments, including the Spare Board will include subsequent vacancies. In the event there is no applicant for an assignment or subsequent vacancy, it will be awarded to the junior spare engineer. If there is no spare engineer it will be awarded to the senior engineer not working as such.
8. Annual vacation vacancies will be filled from the Spare Board on a first-in first-out basis.
9. Except as provided in Rule 7 and Rule 8 hereof, temporary vacancies known to be vacant for 7 days or more will be advertised. If there is no applicant the vacancy will be awarded to the senior engineer not working as such.
10. Engineers with a surname commencing with the letters A – K inclusive will be allotted a mileage period from the first to the last day of the calendar month. Other Engineers will be allotted a mileage period from the 16th -- 15th of the calendar month.
11. Engineers returning to work after having been off for miles will be subject to report for duty at 0001 of the day following the expiration of their mileage period except that spare engineers will be placed at the foot of the Spare Board at the expiration of their mileage period.
12. Annual Vacation and General Holiday mileage will not be used in computing monthly mileage. Mileage paid for work performed on a General Holiday will be used in computing mileage but all such earnings are applied to make up monthly guarantee.
13. Available List
 - (a) Engineers who desire to make themselves available for extra work may do so by so advising the proper Officer of the Company in writing.
 - (b) Engineers making themselves available will be placed on an "available list" in order of seniority and will work first-in first-out.

- (c) Engineers on the "available list" will be called when Spare Board Engineers are not available.
 - (d) Mileage made by Engineer on the "available list" will be used in computing their monthly mileage. Such mileage will also be charged to the appropriate pool or spare list.
 - (e) An Engineer who is O.K. on the available list and is not available when called will not be called again for this additional work for a period of 30 days except in case of emergency. At the expiration of this period he must again advise the proper officer of the Company in writing of his availability.
14. Engineers and Firemen (Helpers) to have choice of runs according to seniority twice annually, at the change of timetable. In the event only one change of timetable occurs in a year, Engineers and Firemen (Helpers) will be allowed to have a choice of runs again in 6 months.
 15. These Local Rules may be cancelled or revised upon 60 days written notice by either party.
 16. The application of the above Local Rules will not subject the Company to any additional expense.

Signed at KENTVILLE, N.S.

For the Dominion Atlantic Railway:	For the Brotherhood of Locomotive Engineers:
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E.W. Purssell Manager	Willis B. Forsythe Local Chairman, Div. 874
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Signed at MONTREAL, Que., October 1, 1975

R.A. Swanson General Manager Operation & Maintenance	E.C. Machin General Chairman
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Letter Re: Crewmembers in passenger service delayed at initial or final terminal, Nov. 1985

November 22, 1985

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

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

Dear Sirs:

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

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

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

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

Yours truly,

B.P. Scott
(for) Manager,
Labour Relations
c.c.: Messrs. G.A. Swanson
E.S. Cavanaugh
L.A. Hill

MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC LIMITED (CP RAIL) AND THE LOCOMOTIVE ENGINEERS, FIREMEN (HELPERS) AND HOSTLERS REPRESENTED BY THE UNITED TRANSPORTATION UNION ON THE TH&B RAILWAY COMPANY

1. Effective January 1, 1987, "the date of integration", it is agreed that the current Collective Agreement between Canadian Pacific Limited and the Brotherhood of Locomotive Engineers on behalf of Locomotive Engineers and Firemen (Helpers) and Hostlers employed on the Eastern Region shall constitute the Collective Agreement covering the employees of the TH & B Railway Company performing the service of Locomotive Engineers or Firemen (Helpers) and Hostlers previously represented by the United Transportation Union.
2. Locomotive Engineers, Firemen (Helpers) and Hostlers on the TH & B territory having a seniority date on or prior to December 9, 1986 will have their names placed on the bottom of the CP Rail Ontario District seniority list. Their seniority date on the CP Rail Ontario District List will be December 9, 1986 and their respective standing shall be in accordance with their former TH & B seniority. Such employees will be known as "prior rights Locomotive Engineers, firemen (helpers) or hostlers".
3. Locomotive Engineers, Firemen (Helpers) and Hostlers, on the TH & B territory, on the effective date of this Agreement, will retain prior rights to their former seniority territory. Former C.S.R. Locomotive Engineers, firemen (helpers) and hostlers on the TH & B will retain prior rights to their former TH & B seniority territory and prior-prior rights to their former C.S.R. seniority territory, in accordance with the Memorandum of Agreement dated August 15, 1985.
4. Employees referred to in Clause 3 will not acquire rights to firemen (helpers) positions on CP Rail.
5. Following integration, former TH & B Locomotive Engineers, firemen (helpers) and hostlers may voluntarily exercise their seniority, established on the Ontario District List to positions on CP Rail. In such cases, they will retain prior rights to their former TH & B seniority territory, and if necessary will be required to protect positions on TH & B territory prior to forcing a senior CP Rail employee.
6. Following integration, CP Rail Locomotive Engineers, firemen (helpers) and hostlers may exercise their seniority to former TH & B positions which were not filled by prior rights TH & B employees. Such positions will not include fireman (helpers) positions.
7. Yard rates of pay for yard and road crews working on the TH & B territory will continue to be paid to prior rights locomotive engineers, firemen (helpers) and hostlers on yard and road assignments as identified in Appendix "A" for five years following the date of integration. Rates of pay will be those in the CP Rail/BLE Collective Agreement. Locomotive Engineers, firemen (helpers) and hostlers on new yard and road services commencing subsequent to date of integration and all employees hired thereafter, including CP Rail Ontario District employees, will be paid in accordance with the terms and conditions of the CP Rail (Eastern Region) Collective Agreement with the Brotherhood of Locomotive Engineers.
8. In respect of CP Clause 8.01 (formerly Article 7, Clause d(1), Roadswitcher Service, assignments will operate on a turnaround basis within an area of 45 main track miles from the outer main track switch or designated point in any direction.
9. A Locomotive Engineer or fireman (helper) called to deadhead under proper orders to fill a vacancy in any assignment paid yard rates will be paid 2 hours deadhead in each direction between Hamilton and Welland and 4 hours in each direction between Hamilton and Montrose.
10. Employees affected under the terms of this Memorandum of Agreement will be eligible to buy back service prior to January 1, 1966 subject to the provisions of Appendix "B".

11. It is agreed by the parties that since the provisions of this Agreement are intended to integrate Locomotive Engineers, firemen (helpers) and hostlers of the TH & B Railway Company with CP Rail on a fair and equitable basis, the provisions of *Section 144 of the Canada Labour Code* will not be invoked by any of the signatories hereto and such provisions are hereby expressly waived by said signatories.

Signed this 23rd day of January 1987.

For the Company:

(Sgd.) Frank Dixon
General Manager
TH & B

(Sgd.) G.A. Swanson
General Manager
Eastern Region
CP Rail

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

For the Union:

(Sgd.) Mike Kozlowski
General Chairman
United Transportation Union
TH & B

(Sgd.) Gary Wynne
General Chairman
Brotherhood of Locomotive
Engineers
CP Rail (Eastern Region)

APPENDIX "A"

TH & B ASSIGNMENTS COVERED BY CLAUSE 7

Hamilton -- 7 Assignments
Montrose -- 4 Assignments
Welland -- 1 Assignment
B.U.-C.P. -- 1 Assignment

APPENDIX "B"

PENSION BUY-BACK

1. Locomotive Engineers, Firemen (Helpers) and Hostlers who availed themselves of the pension buy-back approved by the TH & B Board of Directors on December 3, 1982 will be permitted to buy-back all their service with the Company which is currently not pensionable service, subject to a maximum pensionable service of 35 years. No employee will be regarded as participating in this arrangement until his election is submitted to the Company in writing in proper form.
2. The buy-back period will commence following the effective date of this Agreement.
3. In computing the aggregate amount of arrears owed by an employee, the annual compounded rate of interest to be charged will not exceed 7-1/2%.
4. Locomotive Engineers, Firemen (Helpers) and Hostlers may elect to pay their arrears in a lump sum or make arrangements to pay such arrears over a reasonable period of time in a series of equal payments per pay period. However, the full buy-back must be completed prior to an employee's retirement. Alternatively the pension will be reduced proportionately.

5. For those Locomotive Engineers, Firemen (Helpers) and Hostlers opting to pay the arrears over time the rates of interest charged will be consistent with the consumer loan rates charged by chartered banks.
6. Final authority regarding the application of any step relating to items (1) to (5) above will rest with the Pension Committee of TH & B. The applicable pension plan rules changes shall be determined by the Committee and submitted to the Board of Directors for approval.
7. This Appendix does not form part of the collective agreement between the parties.

Letter Re: MBR's for TH&B Employees, January 1987

January 26, 1987

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

Dear Mr. Wynne:

As discussed during the signing of the Memorandum of Settlement on December 16, 1986 providing for the integration of the TH & B employees into CP Rail, we came to the following understanding concerning the maintenance of basic rates for prior rights employees working as Firemen on the former TH & B territory. It is understood that we will enter into a maintenance of earnings arrangement with respect to Firemen along the lines of Article E of the special agreement dated August 15, 1985 concerning the integration of former CSR employees into the TH & B.

Yours truly,

(Sgd.) G.A. Swanson
General Manager

I concur:

(Sgd.) Gary Wynne
General Chairman
Brotherhood of Locomotive
Engineers

Letter Re: TH&B Integration and Local Practices, December 1986

December 16, 1986

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

Mr. B. Marcolini
General Chairman
Atlantic & Eastern Regions
United Transportation Union
1570 Brimley Road
Scarborough, Ontario
M1P 3G9

Dear Sirs:

This is in connection with the Memorandum of Settlement dated December 16, 1986, providing for the integration of the employees you represent into the CP Rail Collective Agreements effective January 1, 1987. It was agreed that, subsequent to the integration, if there was any local issue addressed in a particular fashion in the former TH & B agreements because of the peculiar operating arrangements on the TH & B, that should such issue be raised by the Union as still being applicable notwithstanding the termination of the TH & B agreements, its continuation would be looked at by the Company.

(Sgd.) G.A. Swanson
General Manager

Letter Re: Familiarization trips for TH&B employees on CP Rail, December 1986

December 16, 1986

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

Mr. B. Marcolini
General Chairman
United Transportation Union
1570 Brimley Road
Scarborough, Ontario
M1P 3G9

Dear Sirs:

This has reference to the Memorandum of Settlement signed on December 16, 1986 concerning integration of the TH & B employees into CP Rail, and in particular to Locomotive Engineer familiarization trips on CP territory.

In recognition of the peculiar circumstances associated with the integration of TH & B employees into CP Rail, who heretofore had no opportunity to work on CP Rail, it is agreed that a prior rights TH & B Trainman, qualified as a Locomotive Engineer on TH & B property, who is working as a Trainman on CP Rail and is required to accept promotion as a Locomotive Engineer on CP Rail, will be provided with familiarization trips as determined by the Road Foreman of Engines. Payment for such familiarization trips will be at minimum passenger rates, exclusive of preparatory time and final inspection.

Yours truly,

(Sgd.) G.A. Swanson
General Manager
Operation & Maintenance

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

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

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

It was agreed that should the Local Chairmen advise the respective Superintendent the specifics of any particular concern which the union may have with respect to the condition or maintenance of any Resthouse or yardman's lunch room, the Superintendent would ensure that an investigation will be made as soon as possible to determine what areas, if any, may require attention and, where necessary, the action needed to correct the situation. The Local Chairmen will be advised in writing the results of this investigation.

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

Yours truly,

(Sgd) Frank Peters
Manager, Labour Relations

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

Messrs. F.J. Green
C.E. Minto

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

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

Yours truly,

(Sgd) George Smith
Vice-President
Industrial Relations

cc: Mr. G. Halle

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

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

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

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

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

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

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

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

Yours truly,

(Sgd) Frank Peters
Manager, Labour Relations

cc: Mr. G. Halle

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

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

MONTREAL, November 16, 1992

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

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

Dear Sirs:

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

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

Yours truly,

(Sgd) George Smith
Vice-President
Industrial Relations

cc: Mr. G. Halle

LOCOMOTIVE ENGINEER TRAINING

I. Locomotive Engineer Training

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

- b) Upon successful completion of initial mechanical and rules training, the trainee will receive two weeks of one-on-one instruction by a qualified Locomotive Engineer Instructor for locomotive operation and orientation in either Yard, Assigned or Unassigned road service.
- c) On the job training will occur while the employee is performing the duties of a Conductor.
- d) Final qualification must be by the appropriate Company Officer. Locomotive Engineer Trainees may have up to two months one-on-one training in the application of items 13) and 14) below.

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

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

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

Letter Re: Advanced Locomotive Engineer Training, November 2004

November 13, 2004

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

Dear Sir:

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

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

Yours truly,

M.G. DeGirolamo
Assistant Vice-President

II. Locomotive Engineer Extra Board

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

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

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

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

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

IV. Minimum Qualification Training & Examination

- 1) Pay for missed trip account MTOD / Rest following last class
Assigned Service Employees
 - shall be entitled to book 12 hours rest upon completion of training, being entitled to pay for any lost wages on other than the last day of trainingEmployees required to take MQ at a location other than their home terminal shall be
 - entitled to book 12 hours rest upon arrival at their home location, being entitled to pay for any lost wages on other than the last day of training/travel.Unassigned Service Employees
 - shall be entitled to book 24 hours rest upon completion of training, holding one's turnEmployees required to train at a location other than their home terminal shall be
 - entitled to book 24 hours rest upon arrival at their home location, holding their turn
- 2) Accommodation for employees on MQ training will be provided as per the current provision of the collective agreement.
- 3) The Company is prepared to provide at least 90 days advance notice of certification expiration. Such notice would not relieve individual responsibility to maintain current accreditation.
- 4) Any general wage percentage increase will be applied to the MQ rates.
- 5) The Company is prepared to amend the agreement to reflect meal allowances of \$20 where cooking facilities are provided and \$30 where no cooking facilities are provided.

V. Payment to Trainees

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

VI. Yardmasters

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

VII. Familiarization Trips

- 1) Unless previously familiarized, employees forced or transferring between terminals, or between Yard and Road services, will be given an adequate amount of familiarization at the Company's expense.
- 2) Where an employee is forced from one terminal to another, they will receive payment for familiarization tours of duty on the basis of the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g. Conductor, Yard Foreman, Locomotive Engineer, etc., but will not be entitled to any Conductor Only premiums when working with Conductor only crew; shift differentials when working with yard crews; or other arbitrary payments to which the crew with whom they are working would be entitled to for the tour of duty.
- 3) Where an employee has voluntarily transferred through the exercise of their seniority and they require familiarization with the new territory, they will receive payment for familiarization tours of duty on the basis of a minimum day for the actual tour of duty being performed, at the rate of pay associated with the service being familiarized for, e.g. Conductor, Yard Foreman, Locomotive Engineer, etc.
- 4) Local Company and CCROU representatives shall meet to determine appropriate levels of familiarization on runs and yard assignments at each individual terminal. The Local Company officer shall make the final determination.
- 5) In any case, unless previously familiarized, any employee forced or transferring between terminals will be required to make a minimum of one round trip in assigned or unassigned service for which they are regularly subject to call. Payment for this trip will be in accordance with b) and c) above.
- 6) Should an employee consider themselves to be capable of safely working in the new territory without having made the requisite number of tours of duty as determined in d) above, they may request to be qualified by a company officer. Qualifying trips will be paid on the basis of the actual tour of duty being performed, including all applicable rates and conditions. If employees fail to qualify, they will be required to complete the requisite tours of duty as outlined in d) above and will be compensated in accordance with b) or c) above.
- 7) Employees transferring into yard service where RCLS technology is in use, must have completed a complete training program in RCLS technology before they can be considered qualified to operate belt packs. Such training may have been taken at another location, in which case the employee would be required to take the requisite number of tours of duty as determined in d) above before being considered to be familiar unless they have invoked the provisions of f) above.

Changes to Archived Collective Agreement Language	
Preamble	Language changed to bring in other memoranda of settlement and the reference to page numbers being from the old agreement was deleted.
Table of Contents	Added to document and made interactive through MS Word.
Article 1	Rates changed and the format was changed as well.
Article 2	Rates moved from Article 1 and format changed.
Article 6	Letter reference changed from page numbers to subject matter.
Article 21	Deleted as per the MOS 2003-2006
Article 22	Letter reference changed from page numbers to subject matter
Article 23	Letter reference changed from page numbers to subject matter
Letter noted to be from pages 90-91 on page 21 of the archived agreement re investigations and discipline	Letter has been reintegrated into the main agreement and is appended to the end of Article 23.
Article 25, Letter from page 102	Deleted as the language from the letter was incorporated into Clause 25.01
Article 25, Letter from page 103	Deleted as the language from the letter was incorporated into Clause 25.03
Letters at end of document	All references to pages removed and subject matter replaces that information.
Letter from page 203 re direct deposit of pay cheques	Deleted as the direct depositing of pay cheques has been achieved.
Letter from page 219 re implementation of TCS	Deleted as the implementation of TCS has been completed.
Letter from pages 222-223 re consolidated agreement	Deleted as a new letter on consolidation has been put into the main collective agreement.
Letter from pages 226-227 re investigation and Discipline	Deleted as the letter has been reincorporated into the main collective agreement at the end of Article 23.
New	Locomotive Engineer training agreement with changes from MOS 2003-2006 has been placed in the archive document.