



Collective Agreement no. 1.4

Between

*VIA Rail Canada Inc.
(VIA)*

And

*Teamsters Canada Rail Conference
(TCRC)*

2023 – 2024 - 2025



PREFACE

When Locomotive Engineers first became VIA employees in 1987, VIA adopted the existing Collective Agreements then in force with Canadian National Railway; Agreement 1.1 for the East and Agreement 1.2 for the West.

Over the years these collective agreements were modified and supplemented by the Special Agreement governing the transfer of locomotive engineers between CN and VIA, several memoranda of agreement from collective bargaining, the interest arbitration awards known as the Mackenzie Award and the Crew Consist Adjustment Agreement. Understanding what provisions were in force and applying them correctly became difficult and confusing.

In 1999 the parties undertook the consolidation of both collective agreements and the incorporation of all other memoranda and agreements into one book.

They also decided to remove and shelve articles and memoranda that were no longer relevant to passenger operations. The result of this work was the introduction of Collective Agreement 1.4 in 2003 for all of the locomotive engineers at VIA Rail.

In the years following the introduction of Collective Agreement 1.4 there was again several memoranda of agreement signed and interest arbitration awards that supplemented the terms of the collective agreement. The agreement became more complex and confusing.

As a result, in 2017 the TCRC and VIA undertook to update the collective agreement prior to the open period for bargaining. The parties wanted to ensure that the agreement was complete and accurate and they would again consider shelving articles and memoranda that were no longer relevant. Most importantly the parties worked to propose changes in the language of the agreement to reflect the actual VIA Rail Train Operations.

In 2022, a concerted effort was undertaken to further update the language of the Collective Agreement to remove out of date references and craft an agreement that truly reflected passenger service. As a result, we have a Collective Agreement tailored to VIA Rail passenger service.

Contents

ARTICLE 1 SUCCESSOR RIGHTS	6
ARTICLE 2 REPRESENTATION	6
ARTICLE 3 USE OF GENDER-NEUTRAL LANGUAGE	6
ARTICLE 4 DEFINITION OF QUALIFIED AND PROMOTED LOCOMOTIVE ENGINEERS	6
ARTICLE 5 SENIORITY	7
ARTICLE 6 PAYMENT FOR MEDICAL EXAMINATIONS	18
ARTICLE 7 RATES OF PAY	19
ARTICLE 8 HOURS OF SERVICE AND OVERTIME	20
ARTICLE 9 BASIC DAY	22
ARTICLE 10 BOOKING REST	23
ARTICLE 11 DEFINITION OF CUMULATIVE COMPENSATED SERVICE	26
ARTICLE 12 GENERAL HOLIDAYS	26
ARTICLE 13 ANNUAL VACATION	29
ARTICLE 14 OPERATION OF ASSIGNMENTS IN CASE OF WORK STOPPAGE	34
ARTICLE 15 HELD FOR INVESTIGATION, ATTENDING COURT AND ATTENDING CORPORATION MEETINGS	34
ARTICLE 16 INVESTIGATION - DISCIPLINE	36
ARTICLE 17 GRIEVANCE PROCEDURE AND FINAL SETTLEMENT OF DISPUTES	38
ARTICLE 18 DEMOTION RESTRICTION	40
ARTICLE 19 BENEFITS DENTAL, EXTENDED HEALTH CARE PLANS AND LIFE INSURANCE	41
ARTICLE 20 BEREAVEMENT LEAVE	42
ARTICLE 21 JURY DUTY	43
ARTICLE 22 ADVERSE EFFECTS OF CHANGES IN WORKING CONDITIONS	43
ARTICLE 23 CERTIFICATE OF SERVICE	49
ARTICLE 24 ASSIGNMENT OF LOCOMOTIVE ENGINEERS	49
ARTICLE 25 RUNNING OF LOCOMOTIVE ENGINEERS	50
ARTICLE 26 RELIEVING LOCOMOTIVE ENGINEERS AT A TURNAROUND POINT	53
ARTICLE 27 LOCOMOTIVE ENGINEERS NOT CONSIDERED ABSENT	54
ARTICLE 28 TIME ALLOWANCE FOR LOCOMOTIVE ENGINEERS ON LOCOMOTIVES OPERATING THROUGH TERMINALS	54
ARTICLE 29 CANCELLATION OF REGULAR ASSIGNMENTS	54
ARTICLE 30 ADVERTISING AND FILLING OF POSITIONS	54
ARTICLE 31 WORK TRAIN SERVICE	58

ARTICLE 32 SPARE BOARD OPERATION	60
ARTICLE 33 PREPARATORY TIME	62
ARTICLE 34 INITIAL TERMINAL TIME	62
ARTICLE 35 FINAL TERMINAL TIME	63
ARTICLE 36 INSPECTION TIME	63
ARTICLE 37 CALLING	64
ARTICLE 38 CALLED AND CANCELLED	64
ARTICLE 39 DEADHEADING	65
ARTICLE 40 TRAVEL ALLOWANCE	66
ARTICLE 41 TIME RETURNS	67
ARTICLE 42 MEALS PASSENGER SERVICE	67
ARTICLE 43 LEARNING ROAD	69
ARTICLE 44 PICKING UP AND SETTING OUT DIESEL UNITS	69
ARTICLE 45 ATTENDING LOCOMOTIVES	70
ARTICLE 46 PILOTING	71
ARTICLE 47 SWITCHING LIMITS	71
ARTICLE 48 PERFORMING SPECIAL SERVICE	72
ARTICLE 49 PROTECTING SERVICE	72
ARTICLE 50 SUPPLYING SHORTAGE	74
ARTICLE 51 TERMINALS	74
ARTICLE 52 SERVICE AT TERMINALS AND TURN AROUND POINTS	74
ARTICLE 53 TIED UP BETWEEN TERMINALS	75
ARTICLE 54 HELD-AWAY-FROM HOME TERMINAL	75
ARTICLE 55 SERVICE OUT OF AWAY FROM HOME TERMINAL	76
ARTICLE 56 HOME STATIONS	76
ARTICLE 57 TRANSFERS BETWEEN HOME STATIONS	77
ARTICLE 58 SLEEPING QUARTERS	78
ARTICLE 59 TRANSPORTATION OF HOUSEHOLD EFFECTS	78
ARTICLE 60 INTRODUCTION OF ELECTRIC OR OTHER MOTIVE POWER	78
ARTICLE 61 PRINTING OF COLLECTIVE AGREEMENT	79
ARTICLE 62 DURATION OF AGREEMENT	79
ADDENDUM 1 CONSOLIDATION AGREEMENT	81
ADDENDUM 2 DUTIES OF LOCOMOTIVE ENGINEERS DURING PREPARATORY AND INSPECTION TIME	94
ADDENDUM 3 COMPENSATION FOR PERFORMING CERTAIN WORK IN CONNECTION WITH TOUR OF DUTY	103
ADDENDUM 4 TWO (2) WEEK LOCOMOTIVE ENGINEER TRAINING PROGRAM	105
ADDENDUM 5 ON THE JOB TRAINING (OJT)	110

ADDENDUM 6 FAMILIARISATION	115
ADDENDUM 7 TOUR OF DUTY BETWEEN TRIPS	118
ADDENDUM 8 INTERPRETATION OF COLLECTIVE AGREEMENT	119
ADDENDUM 9 AVAILABILITY OF TAPED CONVERSATIONS	120
ADDENDUM 10 ESTABLISHMENT OF THE CANADIAN RAILWAY OFFICE OF ARBITRATION	121
ADDENDUM 11 UNION DUES AGREEMENT	125
ADDENDUM 12 LETTER IN REFERENCE TO YARDS PARKED	128
ADDENDUM 13 DUTIES AT FINAL TERMINAL	129
ADDENDUM 14 HALIFAX CLOSURE AGREEMENT	130
YEARS OF CUMULATIVE COMPENSATED SERVICE	132
ADDENDUM 15 ADVICE TO REGULARLY ASSIGNED LOCOMOTIVE ENGINEERS WHOSE TRAINS ARE RUNNING LATE	138
ADDENDUM 16 MERGING OF TERRITORIES “D” AND “E” OF FIRST SENIORITY DISTRICT	139
ADDENDUM 17 CONSULTATION WITH LOCAL CHAIRMAN RE CHANGES IN TRAIN OPERATION AFFECTING LOCOMOTIVE ENGINEERS’ ASSIGNMENTS	141
ADDENDUM 18 AMENDMENTS TO ARTICLE 58.8 AND 58.12 OF ARTICLE 58 PROTECTING SERVICE – APPLICABLE ON THE SECOND DISTRICT	142
ADDENDUM 19 RUN TO THE MEET BETWEEN OPERATION BETWEEN EDMONTON AND BIGGAR	143
ADDENDUM 20 VACATION ALLOTMENT TORONTO 4	145
ADDENDUM 21 CAPREOL, CLOSURE AGREEMENT SIOUX LOOKOUT, LAYOVER AGREEMENT	146
ADDENDUM 22 INFORMAL DISCIPLINE PROCESS	148
ADDENDUM 23	150
ADDENDUM 24 LETTER IN REFERENCE TO SENIORITY STATUS FOR EMPLOYEES	151
ADDENDUM 25 LETTER IN REFERENCE TO SAFETY FOOTWEAR	152
ADDENDUM 26 RESERVIST’S AGREEMENT	153
INDEX	155

**Article 1
Successor Rights**

1.1 When the Corporation sells, leases, merges, amalgamates or transfers or agrees to sell, lease, merge, amalgamate or transfer its business or the operation thereof, or any part of either of them, the Corporation or the purchaser, lessee, or transferee or any of them will be a party to and be bound by existing Collective Agreement / agreements or subsequent Collective Agreement / agreements entered into with the bargaining agent representing any locomotive engineers affected by the sale, lease, merger, amalgamation, transfer or contract.

The Collective Agreement continues in force and is binding upon the parties to the aforementioned conditions.

**Article 2
Representation**

2.1 The right to make and interpret contracts, rules, rates and working agreements for locomotive engineers shall be vested in the regularly constituted Committee of the **Teamsters Canada Rail Conference (TCRC)**.

2.2 The right of a locomotive engineer to have the regularly constituted Committee of the **Teamsters Canada Rail Conference (TCRC)** represent them in handling of a grievance under the recognized interpretations placed upon the Agreement by the Officers of the Corporation and the General Committee making same is conceded.

**Article 3
Use of Gender-Neutral Language**

3.1 Language within the Collective Agreement is intended to be gender neutral. Any unintended use of the masculine gender in this Agreement includes all genders.

**Article 4
Definition of Qualified and Promoted
Locomotive Engineers**

4.1 A qualified locomotive engineer is one who has passed the necessary qualifying examinations and is eligible for service as a locomotive engineer.

4.2 A promoted locomotive engineer is one who has passed the necessary qualifying examinations and whose name has been placed on the locomotive engineers' seniority list.

NOTE: Refer to Addendum 4

Article 5 Seniority

VIA Rail Amalgamated Seniority Districts

The purpose of the amalgamated seniority districts is for the movement of flexibility of locomotive engineers within larger territories while making provisions for the existing locomotive engineers to establish preference rights on their original Seniority Districts.

Four (4) VIA Amalgamated Seniority Districts

- 5.1** Effective October 1 2016, four (4) VIA Amalgamated Seniority Districts will be implemented and will be known as:
- a) The First Amalgamated Seniority District;
 Comprising the present VIA Rail Territories D, F, and Territory K as per **Article 5.8**.
 - b) The 2nd Seniority District;
 Comprising the present VIA Rail 2nd Seniority District as per **Article 5.9**.
 - c) The Central Amalgamated Seniority District;
 Comprising the present VIA Rail 3rd, 4th and 6th Seniority Districts as per **Article 5.10**.
 - d) The West Amalgamated Seniority District;
 Comprising the present VIA Rail 7th and 9th Seniority Districts as per **Article 5.11**.

Locomotive engineers with established homestead rights on any seniority district or territory will not be required to protect service outside their homestead seniority district or territory.

5.2 Placement of locomotive engineer on the Amalgamated Seniority District Lists

- a) Employees who qualified as locomotive engineer on or prior to October 1, 2016 will be:
 - Combined as outlined herein on their appropriate amalgamated seniority district seniority list and the number or letter corresponding to their homestead Seniority District or Territory will appear next to their name on the Amalgamated Seniority District seniority list;
 - Such locomotive engineers will be placed on the initial Amalgamated Seniority District list in the order of their seniority date as locomotive engineer on their respective homestead seniority District or Territory;
 - Locomotive engineers who transferred to VIA Rail pursuant to the terms of the Special Agreement dated June 4, 1987, will be placed on the applicable amalgamated seniority list as they appear on the corresponding CN Rail locomotive Engineers Seniority List.

- Locomotive engineers who did not transfer to VIA Rail pursuant to the Special Agreement noted above will be placed on the applicable amalgamated seniority list using their locomotive engineer seniority date as established at VIA Rail. If two or more locomotive engineers have an identical seniority date they will be placed in the following order:
 - By their service date, i.e. the date of their last entry into VIA Rail service using continuous service;
 - If an employee has a seniority date in more than one classification the date used shall be the earliest of such dates;
 - If two or more employees have identical service dates, they will be placed on the initial list by lottery.

b) Employees hired by VIA on or subsequent to October 2, 2016 with or without operating experience, will be placed, when qualified:

- On the appropriate locomotive engineer seniority list using their date of hire in accordance with the applicable seniority provisions of collective agreement no 1.4.
- If two or more employees have identical hiring dates, they will be placed on the initial list by lottery.

NOTE: Hiring date is defined as the effective date indicated on the employee letter of offer provided by VIA Human Resources.

c) Internal VIA Student Locomotive Engineer (SLE)

It is recognized that internal SLE's do not need to be hired. However, to establish their hiring date for seniority purposes as locomotive engineer, the following will apply:

- Hiring date will be in class order on the first date the class becomes eligible for operating position training. (Actual operation of the locomotives and/or trains). Class order will be determined by service dates.
- If two or more employees have identical service dates, they will be placed on the initial list by lottery.

NOTE: Locomotive Engineers hired or qualified on or subsequent to October 2, 2016 will not have preference rights.

5.3 Special Agreement

That portion of the June 4, 1987 Special Agreement dealing with the transfer of locomotive engineers between CN and VIA remains in full force and effect.

All locomotive Engineers transferring to VIA from CN under the Special Agreement will be deemed to have homestead rights on their previous District or Territory.

***NOTE:** A locomotive engineer who transfers to VIA Rail pursuant to the terms of the Special Agreement dated June 4, 1987, on or subsequent to October 2, 2016, will be afforded homestead rights on their home District or Territory and, in addition will establish seniority on the applicable amalgamated seniority list using their homestead seniority date. The letter or number corresponding to their homestead District or home Territory will appear next to their name on the applicable amalgamated seniority list. If such locomotive engineer has an identical seniority date to another locomotive engineer(s) already on the amalgamated seniority list they will be placed in their relation to each other on the corresponding CN Rail locomotive Engineers Seniority List.*

5.4 Article 22 - Material Change

The amalgamation of the above noted District and home Territories will not be used as a vehicle to argue a lesser or greater adverse effect on employees pursuant to **Article 22**, Material Change of Collective Agreement 1.4.

5.5 Application of other Agreements

The application of other agreements, if any, signed prior to the effective date of this Memorandum of Agreement and referring specifically to a certain seniority District or home Territory, as described in **Articles 5.21 to 5.28** of Collective Agreement 1.4, will continue but only on the specific District or home Territory described in each such agreement until otherwise changed or cancelled.

This agreement is not to alter or expand rights or obligations established between the parties in any agreements for a particular seniority District or home Territory unless otherwise specified.

5.6 Review of the Agreement

The parties agree to meet within ninety (90) days of the signing of this Memorandum of Agreement for the purpose of confirming the Amalgamated Seniority lists.

Locomotive Engineer's seniority dates established as provided herein shall be subject to review between the proper officer of the Corporation and the General Chairs for a period of one year from the date of signing of this Memorandum of Agreement.

5.7 Letter Concerning New Era Passenger Operation Seniority (NEPO)

Those locomotive Engineers who qualified under the "NEPO" initiative were awarded seniority based on their trainperson date at CN or VIA and this date was used to establish their ranking in their homestead territory.

For the purposes of ranking said locomotive Engineers in amalgamated seniority lists, the trainperson date for locomotive Engineers in the other districts or territories will be used. This article is not intended to and will not be used to alter the existing ranking of Non-NEPO locomotive Engineers among themselves in their original or homestead territory.

First Amalgamated Seniority List

- 5.8 Effective October 1, 2016, the seniority Territories as described in **Article 5.21** will be amalgamated to form the First Amalgamated Seniority District.

The First Amalgamated Seniority List will be established by combining the names (the letter corresponding to their homestead territory will appear next to their name) on the present seniority list for the Territories described in **Article 5.21** as follows:

Locomotive engineers with seniority date on or prior to October 1, 2016, shall have preference, in seniority order, over other locomotive engineers in filling vacancies as set forth hereunder:

Territory D

Locomotive Engineers whose names appeared on the seniority list of the former D seniority Territory will have preference for all locomotive engineer positions on Territory D in accordance with **Article 5.21(c)** of Collective Agreement 1.4;

Territory F

Locomotive Engineers whose names appeared on the seniority list of the former F seniority Territory will have preference for all locomotive engineer positions on Territory F in accordance with **Article 5.21(d)** of Collective Agreement 1.4;

Territory K

Locomotive Engineers whose names appeared on the seniority list of the former K seniority Territory will have preference for all locomotive engineer positions on Territory K in accordance with **Article 5.21(e)** of Collective Agreement 1.4;

Second Seniority District

- 5.9 Effective October 1, 2016, there are no changes to the 2nd Seniority District list as described in **Article 5.22**.

Central Amalgamated Seniority Districts

- 5.10 Effective October 1, 2016, the seniority territories as described in **Articles 5.23, 5.24 and 5.25** will be amalgamated to form the Central Amalgamated Seniority District:

The Central Amalgamated Seniority List will be established by combining the names of the locomotive engineers on the present Territory seniority lists for the Districts or Territories described in **Articles 5.23, 5.24 and 5.25** (the number corresponding to their homestead Districts will appear next to their name) as follows:

3rd Seniority District

Locomotive Engineers with seniority dates on or prior to October 1, 2016 on the 3rd Seniority District shall have preference, in seniority order, for all service on the 3rd Seniority District in accordance with **Article 5.23** of Collective Agreement no.1.4.

The name of each employee with a seniority date as a locomotive Engineer on or prior to October 1, 2016 on the 4th and 6th Seniority Districts shall be placed, in seniority order, at the bottom of the 3rd Seniority District.

4th Seniority District

Locomotive Engineers with seniority dates on or prior to October 1, 2016 on the 4th Seniority District shall have preference, in seniority order, for all service on the 4th Seniority District in accordance with **Article 5.24** of Collective Agreement no.1.4.

The name of each employee with a seniority date as a locomotive Engineer on or prior to October 1, 2016 on the 3rd and 6th Seniority Districts shall be placed, in seniority order, at the bottom of the 4th Seniority District.

6th Seniority District

Locomotive Engineers with seniority dates on or prior to October 1, 2016 on the 6th Seniority District shall have preference, in seniority order, for all service on the 6th Seniority District in accordance with **Article 5.25** of Collective Agreement no.1.4.

The name of each employee with a seniority date as a locomotive Engineer on or prior to October 1, 2016 on the 3rd and 4th Seniority Districts shall be placed, in seniority order, at the bottom of the 6th Seniority District.

NOTE: *The name of each employee who acquires a seniority date on or after October 2, 2016, not including employees transferring under the CN Transfer Agreement, shall not have preference rights and shall be placed on the applicable amalgamated seniority list in accordance with **Article 4.1** of Collective Agreement No. 1.4.*

In the application of **Article 51** of Collective Agreement 1.4, a shortage of Locomotive Engineers will be filled in the following sequence:

- (i) The junior locomotive Engineer not working as such on the same (former) seniority district as the vacancy.
- (ii) There being none, the junior locomotive engineer not working as such on the other (former) seniority district.

Locomotive Engineers who hold preference rights pursuant to this Memorandum of Agreement will not be required to protect shortages outside their (former) seniority District while working in their (former) seniority District.

Western Amalgamated Seniority Districts

5.11 Effective October 1, 2016, the seniority territories as described in **Articles 5.26 and 5.27** will be amalgamated to form the Western Amalgamated Seniority District:

The Western Amalgamated Seniority List will be established by combining the names of the locomotive engineers on the present territory seniority lists for the territories described in **Articles 5.26 and 5.27** (the number corresponding to their homestead territory will appear next to their name) as follows:

9th Seniority District

Locomotive Engineers with a seniority date on or prior to October 1, 2016 on the 9th Seniority District shall have preference, in seniority order, for all service on the (former) 9th Seniority District in accordance with **Article 5.27** of Collective Agreement 1.4.

The name of each employee with a seniority date as a locomotive Engineer on or prior to October 1, 2016 on the 7th Seniority District shall be placed, in seniority order, at the bottom of the 9th Seniority District list with a seniority date of October 1, 2016.

7th Seniority District

Locomotive Engineers with a seniority date on or prior to October 1, 2016 on the 7th Seniority District shall have preference, in seniority order, for all service on the (former) 7th District in accordance with **Article 5.26** of Collective Agreement 1.4.

The name of each employee who has a seniority date as a locomotive Engineer on or prior to October 1, 2016 on the 9th Seniority District shall be placed, in seniority order, at the bottom of the 7th Seniority District list with a seniority date of October 1, 2016.

NOTE: *The name of each employee who acquires a seniority date on or after October 2, 2016, not including employees transferring under the CN Transfer Agreement, will not have preference rights and shall be placed on both lists in accordance with the provisions of Collective Agreement No. 1.4.*

In the application of **article 51** of Collective Agreement 1.4, a shortage of locomotive engineers will be filled in the following sequence:

- a) The junior locomotive Engineer not working as such on the same (former) seniority district as the vacancy.
- (b) There being none, the junior locomotive engineer not working as such on the other (former) seniority district.

Locomotive Engineers who hold preference rights pursuant to this Memorandum of Agreement will not be required to protect shortages outside their (former) seniority District while working in their (former) seniority District.

Seniority Lists

- 5.12** Seniority lists showing the seniority number, name, and date as locomotive engineer of all locomotive engineers will be posted, not later than February 28 or 29 of each year, on all bulletin boards where locomotive engineers report for work. A copy of such lists will be furnished to the Local and General Chairs. Such lists will be subject to appeal for sixty (60) days from the date seniority lists are posted and if proof of error is presented by an employee or the employee's representative such error will be corrected and when so corrected the agreed upon seniority date will be final. No change will be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists. No change shall be made in the existing seniority status of an employee unless concurred by the General Chair. The sixty (60) day limitation will, in the case of locomotive engineers absent or on leave, apply from the date of resuming duty.

The posting of notice of seniority rank, shall be done within ten (10) days following date of promotion and such notices shall be posted on every bulletin board of the seniority district on which the man holds rank.

Seniority Protection

- 5.13** A locomotive engineer holding seniority under this Agreement and who is presently filling or who may in the future be promoted to an official or any position with the Corporation which is excepted from any provision of this or any Collective Agreement, will have their name continued on the seniority list of the group from which promoted at their home seniority terminal and will retain seniority rights and continue to accumulate seniority while so employed for a period of twelve (12) consecutive months. Thereafter, such locomotive engineer will cease to accumulate any further seniority until they returns to a position within the bargaining unit. The General Chair shall be advised when the promotion is of a permanent nature. The period of twelve (12) consecutive months may be extended through a management/union accord.

Notwithstanding the above, should the locomotive engineer so promoted elect to continue paying the regular monthly dues of the **TCRC** from the time of their promotion, they will continue to accumulate seniority in the bargaining unit as long as they keep paying said dues.

***NOTE:** In the application of this article, should a locomotive engineer holding a non-scheduled, official or excepted position be set back to a position covered by this Collective Agreement for a period of less than three (3) months, such time will be considered as part of the twelve (12) consecutive months.*

Seniority of Discharged Locomotive Engineers Re-entering Service

- 5.14** Locomotive engineers who have been discharged and are subsequently returned to the service as such within six (6) months of date of discharge, will hold their former seniority standing; but if out of the service in excess of six (6) months will rank as a new locomotive engineer unless otherwise mutually agreed between the proper Officer of the Corporation and the General Chair.

Employees on Leave of Absence

5.15 Employees on authorized leave of absence shall retain and accumulate seniority rights.

Leave of Absence and filling Excepted Positions

5.16 For Elected TCRC Positions

Employees elected to International Office or as General or Local Chair, or as a delegate to any TCRC activity requiring leave of absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted in accordance with Corporation policy. Application for or renewal of such leave must be made by the TCRC to the **Director of Employee Relations**. Pass transportation will be granted in accordance with Corporation policy.

For Appointed TCRC Positions

Leave of absence to appointive **TCRC** positions such as Special Representative and Organizer may be granted at Management's discretion, for a period not in excess of one year, in accordance with Corporation policy.

For Other Reasons

- 5.17**
- (a) Leave of absence for other reasons, including personal, for a period not in excess of one year, may be granted at Management's discretion in accordance with Corporation policy.
 - (b) All applications for leave of absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate Officer of the Corporation in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.
 - (c) Extension of leave of absence may be granted when supported by application in writing to the appropriate Officer of the Corporation. Such applications must be received in ample time to obtain authorization or, if authorization is not granted, to enable the employees to return to work at expiration of their leave. Failure to obtain extension or to report for duty on or before expiration of a leave will cause the employee to forfeit their seniority.
 - (d) Employees on authorized leave of absence or filling excepted positions as Corporation Officers shall retain and accumulate seniority rights.
 - (e) Regularly assigned locomotive engineers returning to duty from an absence for any reason must report their availability for duty at least three (3) hours in advance of the reporting time of their assignment.
 - (f) Employees returning to engine service from an excepted position as Corporation Officer or an elected office with the **TCRC** will be permitted to choose any home terminal on their seniority district provided the period of leave exceeds six (6) months.

Exercising Seniority when Reductions Take Place in Seniority Districts

- 5.18**
- (a) When a reduction is made in the number of locomotive engineers on the working list, the junior locomotive engineers will be displaced.
 - (b) When a position of locomotive engineer on a regular assignment is abolished, and it is anticipated that an assignment will not be re-established at the same terminal, the locomotive engineer regularly assigned to that position may exercise seniority on the seniority district. The locomotive engineer so displaced will be permitted to exercise their seniority at or out of their home station or stations subsidiary thereto and after so doing but prior to commencing work on the assignment, may exercise seniority to temporary vacancies.
 - (c) Locomotive engineers displaced by an engineer exercising seniority on returning from leave of absence will exercise their seniority as follows:
 - (i) If displaced from an assignment secured at change of time card or on local bulletin, exercise of seniority will be limited to the station at which displaced.
 - (ii) If displaced from an assignment secured by district bulletin, may exercise seniority on the seniority district from which displaced.
 - (d) In application of **Articles 5.18 (a) to (c)**, locomotive engineers who are displaced must exercise their seniority within forty eight (48) hours of the time notified of being displaced. Locomotive engineers failing to comply with this Article within the prescribed time limits will only be permitted to displace the junior locomotive engineer working in the terminal or station subsidiary thereto.
 - (e) Except as otherwise provided in this Agreement, a displaced locomotive engineer will not be required to exercise seniority as a locomotive engineer on the seniority district.
 - (f) Locomotive engineers cut off the locomotive engineer's working list at any terminal may displace any locomotive engineer their junior on the seniority district.
 - (g) Locomotive engineers cut off the locomotive engineer's working list at any terminal who exercise seniority as locomotive engineer at or out of another terminal will have the right to return to their former home terminal when they stand for work as a locomotive engineer at such terminal. Locomotive engineers refusing to return when notified must file their refusal in writing, and the terminal out of which they are working will then be considered their home terminal.
 - (h) Locomotive engineers cut off the locomotive engineer's working list at other than their recognized home terminal will declare themselves in writing before leaving such terminal if they desire to make the terminal at which they have just been cut off, their home terminal.
 - (i) Locomotive engineers cut off the locomotive engineer's working list at any terminal will make their choice of terminals within seven (7) days of the time notified that they were cut off. A locomotive engineer who fails to comply with this Article will only be permitted to displace the junior employee working as locomotive engineer on the seniority district.

(j) Locomotive engineers on leave of absence, or on vacation with pay, at the time of displacement, will be permitted to exercise seniority when they report for duty

Laid Off

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

Districts

5.20 The following designated and defined districts shall constitute seniority territory for locomotive engineers at VIA, and no change will be made in the territories as herein defined, except through the negotiations between the appropriate Officer of the Corporation and the General Chair.

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

5.21 First Seniority District

All lines, branches and terminals east of Rivière-du-Loup, including Rivière-du-Loup Yard as well as the line diverging eastward from St. André.

Territory K

Comprising consolidated territories "D", "F", "G", "H", "I" and "J", including former territory of the Canada & Gulf Terminal Railway Corporation, as follows:

Truro to Springhill Junction; Truro to Halifax; including Truro, Halifax and Springhill Yards; Springhill Junction to Saint John; Moncton to Campbellton; Pacific Junction to Napadogan; Campbellton to Mont-Joli; and including Campbellton and Mont-Joli Yards; Napadogan to St. André Junction; Mont-Joli to Rivière-du-Loup and including Rivière-du-Loup Yard; Matapédia to Gaspé.

5.22 Second Seniority District

Rivière-du-Loup to Montbec Junction Québec to Chicoutimi; Senneterre Rivière-à-Pierre to Gohier; Aston Junction to Bruno Junction; and including Québec Terminal and Ste Rosalie.

NOTE: Second Seniority District locomotive engineers will have the right to operate their trains over the Third Seniority District between:

- (1) Montbec Junction or Bruno Junction and Montreal Central Station, Turcot or Taschereau Yard;
- (2) Val Royal, Gohier and Montreal Central Station, Turcot or Taschereau Yard;

5.23 Third Seniority District

Cannon to Rouses Point; Montreal to Brockville; Coteau to Ottawa.

NOTE: Third Seniority District locomotive engineers will have the right to operate their trains into Fourth Seniority District up to Fallowfield.

5.24 Fourth Seniority District

Federal to Toronto via Brockville; Pickering Junction to Halwest via Snider; Toronto to Windsor via Paris Junction; Komoka to Port Huron; Toronto to London via Stratford; Silver to Burlington West; Bayview and Hamilton West to Suspension Bridge; Clifton to Black Rock; and including Toronto Terminal.

NOTE Fourth Seniority District locomotive engineers will have the right to operate their trains over the Third Seniority District between Federal and Ottawa.

5.25 Sixth Seniority District

Toronto to Nipissing via Barrie; Toronto up to Sioux Lookout and including Armstrong Yard

5.26 Seventh Seniority District

All lines, branches and terminals on Canadian National Railways between, and including Sioux Lookout, Armstrong, and Hudson Bay Rail between The Pas and Churchill, Wainwright,.

NOTE: Seventh Seniority District locomotive engineers will have the right to operate their trains into Thunder Bay.

5.27 Ninth Seniority District

All lines, branches and terminals on Canadian National Railways west of and including Wainwright.

Inter-District Runs

5.28 Unless otherwise arranged, assigned runs extending over more than one seniority district will be filled by locomotive engineers from each of the seniority districts involved proportionately as nearly as possible on a mileage basis.

New Lines and Extensions

5.29 Locomotive engineers on the seniority district from which a newly constructed line or extension diverts will have preference in performing the service on such line or extension. Service over a new line or extension which connects two seniority districts will be performed by locomotive engineers taken equally from such seniority districts unless otherwise agreed between the General Chair and the proper Officer of the Corporation. In the event locomotive engineers are not available on the seniority district or districts affected, bulletins will be issued on all other seniority districts on the Region calling for applicants.

Seniority of Locomotive Engineers Taken Over with New Lines

5.30 Locomotive engineers employed by construction companies or contractors on new lines taken over for operation by VIA Rail, shall hold no seniority standing amongst locomotive engineers employed by VIA Rail until such standing is established by agreement between the General Committee representing the **Teamsters Canada Rail Conference** and the proper Officer of the Railway.

Article 6 Payment for Medical Examinations

- 6.1** An employee required to take a periodic medical examination during off-duty hours shall be allowed payment of five (5) hours' pay at the basic rate. Payment shall be over and above the guarantee and shall not be included in the accumulation towards one hundred and sixty (160) hours.
- 6.2** Wherever practicable, employees shall take their periodic medical examinations during their off-duty hours. In situations where this cannot be done and the employee is required to undergo such examination during on-duty hours such employee will, upon authorization from the proper authority, will have their guarantee protected.
- 6.3** Employees required by the Corporation to undergo medical examination at other than the prescribed intervals and who lose time as a result will, upon authorization from the proper authority, have their guarantees protected.
- 6.4** Employees required to travel away from their home terminal to undergo medical examination with authorization of the proper authority will be allowed actual reasonable expenses whether or not they lose time.
- 6.5** Employees required to lose a tour or tours of duty when authorized to travel, for the purpose of periodic medical examination, between the home terminal and the place where such examination is to be conducted, will have their guarantees protected, provided such employees did not forego the opportunity to attend such medical locally.

Rules Examinations

- 6.6** An employee undergoing examinations during the training program will be paid in accordance with the terms of **Addendum 5**. An employee required to take an examination in the subjects mandated by the *Railway Employee Qualification Standards Regulations, including the Canadian Railway Operating Rules* or its successors during off duty hours and outside the training program, shall be paid as follows:
- (a) An employee required to take Q.S.O.C. instruction and examination shall be allowed eight (8) hours pay at the basic rate applicable for each day so occupied.
 - (b) Payment will not be made to an employee directed to take an examination as a disciplinary measure, nor will an employee be paid for taking a rule examination which they fail to pass to the satisfaction of the Rule Examiner.
- 6.7** An employee required to take periodic examinations in the subjects mandated by the *Railway Employee Qualifications Standards Regulations, including the Canadian Railway Operating Rules* or its successor, shall be paid in accordance with the terms and conditions of the Two (2) week Locomotive Engineer Training Program set out at **Addendum 5**.
- (a) Payment will not be made to an employee directed to take such examinations as a disciplinary measure, nor will an employee be paid for taking such examinations, which they fail to pass to the satisfaction of the Rule Examiner.

NOTE: Reference: Article 57.5, *Writing Operating Rules of Another Railway*.

**Article 7
Rates of Pay**

7.1 Hourly Rates

JAN. 1/2023	JAN. 1/2024	JAN. 1/2025
\$69.11	\$71.53	\$74.03

7.2 Additional Compensation

Locomotive engineers who are compensated at the base weekly rate will receive the following compensation, in addition to the base rate:

- (a) Held-away-from-home terminal payment in excess of thirteen (13) hours.

Rates Effective per Hour:

JAN. 1/2023	JAN. 1/2024	JAN. 1/2025
\$42.64	\$44.13	\$45.67

NOTE: Refer to Article 54- Held-Away

- (b) Overtime payments for time worked in excess of one hundred and sixty (160) hours in each four-week period.

NOTE: Refer to Article 8 -Overtime

Overtime Hourly rates:

JAN. 1/2023	JAN. 1/2024	JAN. 1/2025
\$103.67	\$107.30	\$111.05

- (c) Travel allowances:
- (d) Payments for General Holidays:
- (e) Run-arounds:
- (f) Picking up and Setting out Diesel Units:
- (g) Training Rates: As determined elsewhere in the Collective Agreement.

7.3 Maintenance of Earnings

- (a) The Corporation will automatically pay employees their maintenance of earnings.

- (b) The employee will only be required to fill out claim form when amount paid is in dispute.

Article 8
Hours of Service and Overtime

8.1 The principle of the forty (40)-hour week is recognized and an average of one hundred and sixty (160) hours shall constitute a basic four-week period.

8.2 As the nature of work performed necessitates irregular distribution of Locomotive engineers, hours of work, and days of assignment, the principle of averaging will be in accordance with the following formula:

- (a) Locomotive engineers shall be paid a basic salary for each two-week period:

Example:	Hours Credited	Hours paid
1 st 2-week period	90	70
2 nd 2-week period	55	70
Total	145	160
Guarantee	15	
Total	160	
Adjustment	0	0
	0	0

- (b) Hours worked in each consecutive four (4) week period will be averaged to determine time worked in excess of the aggregate basic one hundred and sixty (160) hours, and hours in excess of the aggregate shall be paid at time and one-half at the hourly rate provided for in **Article 7.2 (b)**.

Example:	Hours Credited	Hours paid
1 st 2-week period	100	80
2 nd 2-week period	75	80
Total	175	160
*Adjustment	15	22.5
Total	160	22.5
Adjustment	0	0
15 hours at 1 ½		22.5
Total	(straight time rates)	182.5

* Payable 1st pay period after the four (4) week period involved.

- (c) Unless otherwise arranged, runs extending over more than one seniority district will be manned by Locomotive engineers from each of the Seniority Districts involved, proportionately as nearly as possible. Locomotive engineers on those assignments that presently receive payments as compensation for equalization of miles will not suffer any loss in equalization compensation. This compensation payment will not be included in the calculation of the locomotive engineers' guarantee but will be included in maintenance of earnings.

8.3. (a) Locomotive engineers missing their assignments for the following reasons, as defined in the Collective Agreement, will have their guarantees protected:

- < Attending court.
- < Bereavement leave.
- < Jury duty.
- < Periodic Rules - when scheduled by the Corporation.
- < Periodic Medical - when scheduled by the Corporation.
- < Investigations.
- < Inquests.
- < Corporation-initiated meetings.

- (b) Payments for the following, if incurred during layover, will be made in accordance with the provisions of the Collective Agreement. They shall be over and above the guarantee and shall not be included in the accumulation towards one hundred and sixty (160) hours:

- < Periodic rules.
- < Periodic Medical.
- < Investigations.
- < Corporation - initiated meetings.

- (c) General Holiday pay will be eight (8) hours paid at straight time, over and above the guarantee and is not calculated in the accumulation towards one hundred and sixty (160) hours. In addition, time worked on the actual General Holiday is paid at time and one-half, and those hours worked are calculated in the accumulation towards one hundred and sixty (160) hours.

- 8.4** (a) For the purpose of computing time worked by a locomotive engineer during a four (4) week period, time shall be counted from 0001 hours on the first day of the period, until midnight of the last day of the same four (4) week period.

- (b) One calendar year shall be deemed to consist of fifty-two (52) weeks.

- 8.5** (a) Regularly assigned locomotive engineers will not be required to perform work on another assignment to make up their guarantee for the basic four-week period.

- (b) Work performed by an assigned locomotive engineer during layover, on other than their own assignment, shall be paid over and above the guarantee and included towards the accumulation of one hundred and sixty (160) hours for overtime purposes.

- 8.6** (a) Locomotive engineers shall be allowed a minimum of eight (8) calendar days off at their home terminal for each designated four-week period. Of the eight (8) calendar days off, they shall be entitled to one calendar day off in each designated week, and four (4) calendar days off in each two (2) week period. In the event that a locomotive engineer is not allowed four (4) days off in each designated two (2) week period, the Corporation shall pay a one hour penalty to that locomotive engineer for each third and fourth day missed, without affecting the obligation of the corporation to provide eight (8) calendar days off in the four (4) week period (the obligation to provide one (1) calendar day off in each week remains mandatory).

- (b) Locomotive engineers on spare boards will be assigned two (2) consecutive scheduled days off per week.

- 8.7** A locomotive engineer who is displaced will have their guarantee protected if they displace within eight (8) hours and fills the assignment on the first trip out.

Crewing

- 8.8** (a) Trains will be crewed with two (2) locomotive engineers, who will go on or off duty as a unit. Exceptions to the crewing may be made in the event of the use of railiner equipment, similar equipment or other technological improvements, or in emergency situations, subject to applicable laws and regulations.

Any permanent changes to the crewing that would have significant adverse effects will be negotiated between the Corporation and the **TCRC** under the applicable material change provision of the collective agreement in force at the time.

- (b) There will be two locomotive engineers within the locomotive cab although, it is recognized by both parties that for operating purposes, one locomotive engineer shall be designated as “in-charge”. Such designation may vary between the two locomotive engineers.

***NOTE:** Refer to Article 25.1 (a), (b) and (c)*

Article 9 Basic Day

- 9.1** A minimum basic day shall be established in accordance with the tour of duty. In the calculation of this principle, the following shall apply:

Time on Duty	Basic Day	2023	2024	2025
0'00" - 4 hours	4 hours	\$276.44	\$286.12	\$296.12
4'01" - 6 hours	6 hours	\$414.66	\$429.18	\$444.18
6'01" - 8 hours	8 hours	\$552.88	\$572.24	\$592.24
over 8 hours	Actual time			

- 9.2** Locomotive engineers called out to attend locomotives after termination of tour of duty will be paid a minimum of four (4) hours for each call. Time paid for under this article shall not be used to make up the basic day.

- 9.3** Locomotive engineers performing service will be paid on a minute by minute basis, with a minimum of four (4) hours in straight away service, or minimum of eight (8) hours when returned to their home terminal on the same calendar day.

Article 10 Booking Rest

At Terminals

- 10.1** Locomotive engineers will have the right, upon going off duty, to take between six (6) and twenty four (24) hours' rest at the home terminal.
- 10.2** Locomotive engineers will have the right, upon going off duty, to take between one (1) and eight (8) hours' rest at the away-from- home terminal.
- 10.3** Rest taken pursuant to **Article 10.1 or Article 10.2** may be registered in minutes and once registered cannot be changed or cancelled. Rest taken will be exclusive of call time.
- 10.4** (a) Regularly assigned locomotive engineers who book rest at their home terminal, which results in their missing their assignment, will have their guarantee reduced by the hours of the assignment missed, unless the relieving locomotive engineer was required to report for duty within ten (10) hours from the time the regularly assigned locomotive engineer booked rest.

NOTE: Effective November 25, 2024, Article 10.4 should read twelve (12) hours as opposed to ten (10) hours.

- (b) A locomotive engineer, arriving at their home terminal, and who has been awarded an assignment, which is due to operate within ten (10) hours of their arrival, will not have their guarantee reduced if they book rest past that assignment.
- 10.5** (a) Locomotive engineers who book rest at an away-from-home terminal will have their guarantee reduced by all the hours of the tour of duty missed, unless the train was delayed by two (2) or more hours which results in the regular layover now being less than six (6) hours.
- (b) Locomotive engineers who under the terms of this article book rest at the away-from home terminal and have their guarantee reduced by all the hours of the tour of duty missed will nevertheless remain in the service of the Corporation for the purposes of worker's compensation protection, from the time they book rest until they return to their home terminal, when they do so without unreasonable delay.

Booking Rest En route

- 10.6** Locomotive engineers who have been on duty eleven (11) hours or more will have the right to book rest En route, if they so desire, in accordance with the provisions of Articles 10.7 to 10.11. Locomotive Engineers are the judges of their own condition.

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

- 10.7** (a) Not less than three (3) hours notification of the desire to book rest will be given to the the **host railway Rail Traffic Controller and the VIA Rail Operations Control Centre**. Such notification shall include the number of hours rest required.

(b) When proper notification of the desire to book rest as been given and the situation pertaining to the crew's run changes, the train may, at the locomotive engineer's option, be taken through to the objective terminal or location where relief can be provided.

(c) When proper notification of the desire to book rest is given, the Corporation will communicate the necessary information to any other authority having responsibility over the train's run.

Rest Period

10.8 (a) Locomotive engineers may book a minimum of four (4) and a maximum of eight (8) hours rest on the road. Rest booked must be in whole hours.

(b) When one locomotive engineer books rest en route, the entire crew will be required to take rest at the same time.

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

(d) Except as provided by Article **10.10 (b)**, when rest is booked, the rest period shall commence at the time all members of the engine crew go off duty.

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

Arrangements

10.9 (a) When rest is booked En route, locomotive engineers will, at the Corporation's option:

(1) Be relieved of duty and provided with accommodations either in a Corporation facility or an available hotel or motel; or

(2) 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 Article **10.10(a) (2)**, locomotive engineers will be compensated on a continuous time basis for service and deadheading, as per **Article 7** and subject to the provisions of **Article 8**.*

***NOTE 2:** In the application of Article **10.10(a) (2)**, locomotive engineers who are returned to the home terminal after being replaced on a trip to the away-from-home terminal, will be paid, in addition to the earnings specified in Note (1) above, the additional actual hours they would have otherwise earned for the round trip had they not been replaced.*

(b) Except in circumstances beyond the Corporation's control, such as accident, impassable track, equipment malfunction, plant failure, etc., locomotive engineers will be relieved of duty by the time rest booked is due to commence.

(c) Locomotive engineers taking rest En route under the provisions of this **Article 10** will first arrange to clear trains which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have locomotive engineers relieved of duty in accordance with the provisions of **Article 10.10(b)**.

Accommodations En Route

10.10 (a) When accommodations are to be provided En route, the Rail Traffic Controller may instruct locomotive engineers to take rest prior to the expiration of the eleventh (11th) hour on duty, so that accommodations can be readily provided. In such circumstances locomotive engineers will not be considered as tied up between terminals and **Article 55** shall not apply.

(b) Where accommodations are unavailable at the location where the crew ties-up, or is relieved, the locomotive engineers 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 **Article 10.11 (b)**, this results in the locomotive engineers being on duty beyond the time rest booked is due to commence, they will be paid for such extra time on a minute basis, with a minimum of one hour for each hour or portion thereof, at the rate applicable on the tour of duty, until such time as accommodations are reached. In the application of this **Article 10.11 (b)**, time occupied in travelling between locations shall not be considered deadheading.

(c) When accommodations are to be provided En route, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where locomotive engineers are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the Corporation will provide, arrange, or reimburse the locomotive engineer for transportation to an eating facility at that location. Claims for authorized transportation expenses must be submitted on VIA Form 85-A9510 accompanied by receipts.

(d) When accommodations are provided en route, locomotive engineers will be provided an allowance of \$40.00 where meals are not provided by the Corporation or at Corporation expense.

Resuming Duty

10.11 (a) When accommodations are provided En route and the train does not proceed, the locomotive engineers will resume duty when the rest period has expired and will handle the train to the objective terminal.

(b) When accommodations are provided En route and the train proceeds without them, the locomotive engineer will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the Corporation.

***NOTE 1:** When deadheaded in the application of **Article 10.11 (b)**, locomotive engineers will be compensated on a continuous time basis for service and deadheading as per **Article 7.1**.*

NOTE 2: In the application of **Article 10.11 (b)**, locomotive engineers who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note (1) above, the additional actual passenger rates they would otherwise have earned for the round trip had the train not proceeded without them.

Article 11 Definition of Cumulative Compensated Service

- 11.1** For the purpose of applying the starting rate provisions of **Article 7**, one month of Cumulative Compensated Service shall consist of a thirty (30) day period during which the employee is available for work the major portion thereof.
- 11.2** In calculating a month of cumulative compensated service, an employee shall be considered available for work on any calendar day during which they are entitled to compensation under this or any other Collective Agreement, or on any calendar day or major portion thereof during which they hold themselves available for work.

NOTE: In the application of **Article 11.2**, rest booked pursuant to the provisions of this Collective Agreement shall not be construed as unavailability for work.

- 11.3** (a) In calculating cumulative compensated service, an employee will be given credit for each month of cumulative compensated service attained under other Collective Agreements.
- (b) For the purpose of applying the starting rate provisions of **Article 8**, an employee who establishes seniority as a locomotive engineer after having attained full job rate under another collective agreement following twenty one (21) months of cumulative compensated service will be considered to have attained twenty one (21) months of cumulative compensated service and will be paid the applicable rate accordingly.

Article 12 General Holidays

12.1 General

An employee who qualifies in accordance with the provisions of **Articles 12.5 or 12.8** hereof shall be granted a holiday with pay on each of the following general holidays:

	N.S	N.B	QUE	ONT	WEST
New Year's Day	X	X	X	X	X
Good Friday	X	X	X	X	X
Easter Monday	X				
Victoria Day	X	X	X	X	X
St. Jean Baptiste Day			X		
Canada Day	X	X	X	X	X

1 st Monday in August		X	X	X	X
Labour Day	X	X	X	X	X
Truth and Reconciliation Day	X	X	X	X	X
Thanksgiving Day	X	X	X	X	X
Remembrance Day	X	X		X	X
Christmas Eve	X	X	X	X	X
Christmas Day	X	X	X	X	X
New Year's Eve	X	X	X	X	X

- 12.2** A qualified employee who transfers from one Province to another will be entitled to no more/no less than the total number of general holidays applicable to any one Province in any calendar year.
- 12.3** For the purpose of this **Article 12**, "deadheading" for which compensation is paid shall be deemed to be a tour of duty.
- 12.4** The application of this **Article 12** shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other collective agreement.

Employees Required to Work on General Holiday

- 12.5** An employee who commences a shift or tour of duty between 0001 and 2359 hours on a general holiday shall qualify for a holiday with pay providing such employee has completed thirty (30) days of continuous employee relationship.
- (a) An employee who qualifies under this **Article 12.5**, shall be paid for work performed on a general holiday at a rate equal to one and one half times their regular rate and in addition shall be given a holiday with pay at the amount provided in **Article 12.6** on the first calendar day on which the employee is not entitled to wages following that general holiday.
- 12.6** Holiday pay for an employee qualified under **Article 12.5** and **Article 12.8** shall be eight (8) hours over and above the guarantee and not calculated in the accumulation of one hundred and sixty (160) hours.
- NOTE: Refer to Article 8.3 (c)*
- 12.7** An employee who does not qualify for general holiday pay and who is required by the Corporation to work on a general holiday shall be paid in accordance with the provisions of the Collective Agreement.

Employees Not Required to Work on General Holiday

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

- (a) Such employee is available for duty on the holiday, unless suffering from a bona fide injury or hospitalized on the holiday, or is in receipt of or subsequently qualifies for weekly indemnity benefits because of illness on such holiday, and is entitled to wages for at least fifteen (15) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday, or

***NOTE 1:** Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the fifteen (15) shifts or tours of duty referred to in this article (a) of **Article 12.8**.*

***NOTE 2:** Vacation day on pay shall be considered as a qualifying day under this **Article 12.8**.*

***NOTE 3:** In the application of article (a) of this **Article 12.8**, a regular assigned employee who has been cancelled on an assigned working day, will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday.*

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

12.9 A qualified employee whose vacation period coincides with any of the general holidays specified in **Article 12.1** shall be paid the amount specified in **Article 12.6**.

Availability Defined

12.10 Availability for duty as required by **Article 12.8** is defined as follows:

- (a) Assigned employees shall be available for their assignment if one of their workdays coincides with a general holiday and they have not been notified that the assignment is cancelled.

***NOTE:** Assigned employees who are required to hold themselves available for service other than that of their assignment will also be governed by the requirements for unassigned service.*

- (b) Unassigned employees shall hold themselves available for duty throughout a general holiday. Where employees elect to utilize **Article 12.8 (b)** to qualify for holiday pay they shall also hold themselves available throughout the day before and the day after a general holiday.
- (c) In the application of **Articles 12.10 (a) and (b)** an employee who is otherwise qualified for general holiday pay and who is under rest for any portion of a qualifying day, where the rest booked does not exceed twelve (12) hours consecutive with a shift or tour of duty, shall not lose entitlement to general holiday pay.
- (d) Locomotive engineers, except if on the spare board, who make themselves unavailable when called or book off for their job which commences on the day before a general holiday and thereby make themselves unavailable for a return movement on

the general holiday will not be considered as available for duty on the holiday as required by **Article 12.8**.

***NOTE:** This article (d) of **Article 12.10** shall not apply to employees who book not more than twelve (12) hours rest consecutive with their last tour of duty prior to the general holiday, or to employees suffering from a bona fide injury or hospitalized on the holiday, or who are in receipt of or who subsequently qualify for weekly indemnity benefits because of illness on such holiday.*

- (e) The Maintenance of Earnings criteria are revised so that an employee disqualified for general holiday payment under the Collective Agreement provisions will have their incumbency reduced accordingly. However, this will not apply when disqualification for general holiday payment is due to the employee not having accumulated the required fifteen (15) tours of duty in the thirty (30) calendar days immediately preceding the general holiday.

Article 13 Annual Vacation

The calendar year's earnings for purposes of calculating vacation pay reflect gross wages reported on T-4 slips as "Total Earnings before Deductions Less Taxable Allowance and Benefits".

For purposes of reporting T-4 earnings, the calendar year has been defined as the dates encompassed by the regular twenty six (26) payroll periods beginning with payroll period 1.

Qualification Provisions

- 13.1** An employee who at the beginning of the calendar year is not qualified for vacation under **Article 13.2** hereof, will be allowed one calendar days' vacation for each twenty-six (26) days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two (2) weeks. Compensation for such vacation will be four percent (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 **Article 13.2**.
- 13.2** Subject to the provisions of **Article 13.3 hereof**, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three (3) years and who has rendered compensated service in thirty (30) calendar months calculated from the date of entering service, shall have vacation scheduled on the basis of one calendar days' vacation for each seventeen (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 six percent (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 **Article 13.4 hereof**.
- 13.3** An employee covered by **Article 13.2** hereof will be entitled to vacation on the basis outlined therein, if on their fourth (4th) or subsequent service anniversary date they have rendered compensated service in forty (40) calendar months; otherwise vacation entitlement will be calculated as set out in **Article 13.1 hereof**. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in

the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

- 13.4** Subject to the provisions of **Article 13.5 hereof**, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least nine (9) years and who has rendered compensated service in ninety (90) calendar months, calculated from the date of entering service, shall have vacation scheduled on the basis of one calendar days' vacation for each thirteen (13) days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of four (4) weeks. Compensation for such vacation will be eight percent (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 **Article 13.6 hereof**.
- 13.5** An employee covered by **Article 13.4 hereof** will be entitled to vacation on the basis outlined therein if on their tenth (10th) or subsequent service anniversary date they have rendered compensated service in one hundred (100) calendar months; otherwise vacation entitlement will be calculated as set out in **Article 13.2 hereof**. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.
- 13.6** Subject to the provisions of **Article 13.7 hereof**, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least nineteen (19) years and who has rendered compensated service in one hundred and ninety (190) calendar months, calculated from date of entering service, shall have vacation scheduled on the basis of one calendar days' vacation for each ten (10) days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of five (5) weeks. Compensation for such vacation will be ten percent (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 **Article 13.8 hereof**.
- 13.7** An employee covered by **Article 13.6 hereof** will be entitled to vacation on the basis outlined therein if on their twentieth (20th) or subsequent service anniversary date they have rendered compensated service in two hundred (200) calendar months; otherwise vacation entitlement will be calculated as set out in **Article 13.5 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 Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.
- 13.8** Subject to the provisions of **Articles 13.9 and 13.14 hereof**, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least twenty six (26) years and who has rendered compensated service in two hundred and sixty (260) calendar months, calculated from date of entering service, shall have vacation scheduled on the basis of one calendar days' vacation for each eight and two third ($8\frac{2}{3}$) days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of six (6) weeks. Compensation for such vacation will be twelve percent (12%) of the gross wages of the employee during the preceding calendar year.

- 13.9** An employee covered by **Article 13.8 hereof** will be entitled to vacation on the basis outlined therein if on their twenty-seventh (27th) or subsequent service anniversary date they have rendered compensated service in two hundred and seventy (270) calendar months; otherwise vacation entitlement will be calculated as set out in **Article 13.6 thereof**. 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 Corporation is terminated for any reason prior to next vacation, the adjustment will be made at time of leaving.

NOTE 1: Reference- Addendum 22 Vacation Allotment Toronto 4

NOTE 2: Locomotive Engineers Returning from Vacation will automatically be shown as available for work at 22:00 on their last day of vacation.

13.10 Qualification Provisions table

Years of Service	Percentage	Days
26 +	12%	42
19 to 25	10%	35
9 to 18	8%	28
4 to 8	6%	21
1 to 3	4%	14
0		1 day vacation for 26 days worked

- 13.11** In computing service under **Articles 13.1 to 13.9** inclusive, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.
- 13.12** Time spent on **TCRC** business by employees covered by **Article 5.17** will be counted as “days worked and available” for the purpose of calculating the number of days’ vacation entitlement.
- 13.13** Time off duty because of layoff, bona fide illness, injury, or attendance to organisation business (except on full-time basis), shall be included for qualification purposes in **Articles 13.1 to 13.9** inclusive.

Annual Vacation Periods

- 13.14** 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.
- (a) When employees bid for Annual Vacation they shall make an irrevocable choice between the vacation allotment reflective of their time worked/compensated in the previous calendar year or their vacation entitlement, without reduction. Maintenance of Earnings will not be paid for vacation entitlement without reduction.
- (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 November 30th of the year prior.;

Such preference shall not be granted where applications have been filed after November 30th. Employees must take their vacation at the time allotted and those who do not apply for it prior to November 30th shall be required to take their vacation at a time prescribed by the Corporation.

- (c) Employees will apply for their vacation at the location which is their permanent home terminal. An employee who has been awarded vacation on the basis of this Article and subsequently moves permanently to a new home terminal will be permitted to retain vacation dates awarded for that year.
- (d) An employee entitled to two (2) weeks' vacation may split it into two separate weeks.
- (e) An employee entitled to three (3) weeks' annual vacation may split their vacation once on the basis of one (1) week and two (2) weeks or vice versa.
- (f) An employee entitled to four (4) weeks' annual vacation may split their vacation once on the basis of two (2) weeks and two (2) weeks or one (1) week and three (3) weeks or vice versa.
- (g) An employee entitled to five (5) weeks' annual vacation may split their vacation twice, e.g. two (2) weeks, two (2) weeks and one (1) week or other weekly combinations.
- (h) An employee entitled to six (6) weeks' annual vacation may split their vacation twice on the basis of: two (2) weeks, two (2) weeks, two (2) weeks; three (3) weeks, two (2) weeks, one (1) week; or other weekly combinations, subject to the provisions of this **Article 13**.
- (i) Where vacations are split, the second and third periods of vacation may not be taken until all locomotive engineers their juniors have been allocated vacation dates, i.e. their dates where no split is made, or their first period where a vacation is split. The same order will prevail as between 2nd and 3rd split preferences.
- (j) Locomotive engineers who bid the "early bid" for annual vacation will be allowed an extra split and the early bid will not count as a choice.

13.15 In the application of **Article 13.8**, the Corporation will have the option of:

- (a) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
- (b) Splitting the vacation on the basis of five weeks and one week.

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

13.17 An employee who is entitled to vacation shall take same at the time scheduled. However, if the Corporation 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 **Articles 13.18 and 13.19**, they shall be given at least three (3) weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

- (a) For each calendar day during the originally scheduled vacation period on which the employee performs service or is available for service, one seventh (1/7) of 1% of the employee's gross wages during the preceding calendar year, payable during the period of rescheduled vacation dates.
- (b) The rescheduled vacation with pay to which the employee is entitled will be granted at a mutually agreed upon later date.
- (c) This **Article 13.17** does not apply where rescheduling is a result of an employee exercising seniority to a position covered by another vacation schedule.

13.18 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Corporation Officer in charge and will continue vacation if within scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper Officer of the Corporation and the Local Chair of the **TCRC**.

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

13.20 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.

Exit from Service

13.21 Subject to the provisions of **Articles 13.3, 13.5, 13.7 and 13.9** hereof, an employee who is retired, leaves the service of their own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to service entitlement calculated as provided for in **Articles 13.1 to 13.9** inclusive, for any vacation due up to the time of termination of service.

13.22 An employee who at the time of termination of service has not qualified for vacation as provided for in **article 13.1** hereof shall be paid 4% of gross earnings for the calendar year in which service is terminated.

13.23 In the event of death of an employee, vacation pay to which they are entitled up to the time of death will be paid to the estate of the deceased.

13.24 An employee who leaves the service of their own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per **articles 13.1 to 13.9** inclusive.

13.25 An employee who is retiring may at their option elect to either take their vacation prior to the last day of the month in which they retire or work until the last day of said month and receive

a lump sum payment equivalent to their remaining vacation. Such lump sum in lieu of pre-retirement vacation will not be included in earnings for the purposes of calculating pensionable earnings under the VIA Pension Plan.

Article 14
Operation of Assignments
In case of Work Stoppage

- 14.1** The parties to this Collective Agreement agree that in the case of a work stoppage by employees in the railway industry, which would cause a major disruption assignments, every effort should be made to avoid such disruptions.
- 14.2** To avoid such disruptions the local supervisory Officer of the Corporation and the **TCRC** Local Chair will, as soon as possible, enter into such local arrangements in writing as may be required.
- 14.3** If no local arrangements are entered into pursuant to **Article 14.2** the following conditions will apply:
- (a) If an assignment is cancelled the incumbent will stay on such assignment. If the assignment is covered by a guarantee under the provisions of this Collective Agreement, such guarantee provisions will apply. If the assignment is not covered by a guarantee under the provisions of this Collective Agreement, the period of cancellation will not exceed two (2) consecutive calendar days.
 - (b) An assignment which, is abolished will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignment, will be absorbed into pool service or spare boards and worked first-in, first-out.
 - (c) When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which they held at the time of the abolishment.
 - (d) In the application of this **Article 14**, the Corporation will arrange to return to their home terminal, employees tied up En route or at an away-from-home terminal because of a work stoppage by employees in the railway industry. In such case the deadhead provisions of this Collective Agreement will apply.
- 14.4** The provisions of this **Article 14** shall prevail notwithstanding provisions in this Agreement which may be in conflict with, or restrict the full application of this Article.

Article 15
Held for Investigation, Attending Court
And Attending Corporation Meetings

Held for Investigation

- 15.1** Locomotive engineers who, during their off duty time, are required to attend Corporation investigations or who are held off work by the Corporation for such investigations, and

locomotive engineers who are held off work on Corporation business on order of the proper Officer, will be paid as provided by **Articles 15.2 or 15.3**.

- 15.2** Locomotive engineers in assigned service will have guarantees protected for actual time lost; when no time is lost, pay will be allowed hour for hour for the first eight (8) hours in each twenty four (24) hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for service. Payment shall be over and above the guarantee and shall not be included in the accumulation towards one hundred and sixty (160) hours.
- 15.3** Locomotive engineers on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty (24) hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for service. Payment will be over and above the guarantee and shall not be included in the accumulation towards one hundred and sixty (160) hours, and if they lose their turn pay will be allowed for a full day of eight (8) hours.
- 15.4** Locomotive engineers who are taken out of service En route or at the away-from-home terminal pending a Corporation investigation will be compensated for deadheading to the home terminal. The provisions of this Article shall not result in duplicate payment.

Attending Court or Inquest

- 15.5** Locomotive engineers attending court or coroner's inquest on legal cases in which the Corporation is involved, or subpoenaed by the Crown in such cases, will be furnished with necessary transportation.
- 15.6** Locomotive engineers in assigned service will have guarantee protected for actual time lost; when no time is lost, pay will be allowed hour for hour for the first eight (8) hours in each twenty (24) hours so held (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for service with a minimum of four (4) hours if required during a layoff period of less than sixteen (16) hours, but if required during a layoff period of sixteen (16) hours or more, pay for a full day of eight (8) hours will be allowed. Payment will be over and above guarantee and shall not be included in the accumulation towards one hundred and sixty (160) hours.
- 15.7** Locomotive engineers on the spare board will be allowed pay hour for hour for the first eight (8) hours in each twenty (24) hours so held, (computed from time required to report or to deadhead) at a rate per hour of 1/8th of the daily guarantee for service with a minimum of four (4) hours if they do not lose their turn, but if they lose their turn pay will be allowed for a full day of eight (8) hours. Payment will be over and above the guarantee and shall not be included in the accumulation towards one hundred and sixty (160) hours. Locomotive engineers who lose their turn will take their standing on the board as from the time they are released.

General

- 15.8** In the application of **Articles 15.3 and 15.6**, locomotive engineers on the spare board who lose their turn will take their standing on the board as from the time they are released.
- 15.9** Actual reasonable expenses will be allowed when away from home terminal.

NOTE: Court witness fees and mileage will be assigned to the Corporation.

15.10 In the application of this Article no allowance will be made for deadheading under **Article 40.**

NOTE: The provision of Articles 15.4 to 15.9 inclusive will also apply to employees who are required by the Corporation or by Transport Canada to attend N.T.A. hearings.

Corporation Initiated Meetings

15.11 When a Local **TCRC** Officer is requested by a Corporation Officer to attend a meeting on a matter initiated by the Corporation, such an employee will be compensated as follows on account of such attendance:

- (a) Where necessary to lose time, or a trip, will have guarantee protected for actual time lost.
- (b) Where available between trips, or on a designated rest day.
 - (1) Four (4) hours; or
 - (2) For time in excess of four hours, pro rata payment on a minute basis. Payment will be over and above the guarantee and shall not be included in the accumulation towards one hundred and sixty (160) hours.

NOTE: Payment hereunder will be at the appropriate rate of pay for the position.

- (c) Where necessary for any official **TCRC** representative to travel from another terminal or if such employee's assignment is located at other than the location of the meeting attended, they will be reimbursed for actual reasonable expenses for meals, travelling costs and hotel/motel accommodation (in addition to payment outlined in sub-articles (a) or (b) above). Expenses claimed must be submitted on VIA Form 75-A9510 and receipts for each expense claimed must accompany such submission.

15.12 Payment will not accrue to Local **TCRC** Officers for attendance at investigations, discussions related to grievances, making representation on behalf of employees, discussions concerning board adjustments, etc. since these and other allied activities are part of the Local Chair's representative role as defined by their **TCRC** position and their reason for attendance at such discussions would normally come from, be caused by or be for the overall benefit of the membership represented.

Article 16 Investigation - Discipline

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

16.2 A locomotive engineer will not be disciplined or dismissed without having had a fair and impartial hearing and their responsibility established.

- 16.3** A locomotive engineer who has been on duty in excess of eight (8) hours will not be required to attend hearing without having sufficient time off duty for rest.
- 16.4** A hearing shall be held and the locomotive engineer advised in writing of the decision within twenty-eight (28) calendar days from the date of the locomotive engineer's statement, unless as otherwise mutually agreed. No discipline will apply if the discipline is not assessed within twenty eight (28) days from the date the locomotive engineer's statement is completed; however, when a Corporation Officer requests an extension in time limits, such extension shall not be unreasonably withheld. In addition, should locomotive engineers be absent from service on the last day for the Corporation to render a decision, such as due vacation, illness, etc., the time limits will be automatically extended by seven (7) days beyond the date the locomotive engineers return to service.
- 16.5** At the hearing, the locomotive engineer, if they so desire, may have an accredited representative of the **Teamsters Canada Rail Conference** present who will be accorded the privilege of requesting the presiding Officer to ask questions for the record which have a bearing on the responsibility of the locomotive engineer. The locomotive engineer to be given a clear copy of their statement.
- 16.6** A locomotive engineer and their accredited representative shall have the right to be present during the examination of any witness whose evidence may have a bearing on the locomotive engineer's responsibility to offer rebuttal through the presiding Officer by the accredited representative. The Local Chair and/or the General Chair to be given a copy of statements of such witnesses on request.
- 16.7** A locomotive engineer will not be held off unnecessarily in connection with an investigation, lay-over time to be used as far as practicable.
- 16.8** Locomotive engineers instructed to report for an investigation will be compensated for such service in accordance with the provision of **Article 15**.
- 16.9** A locomotive engineer who is instructed to report for investigation at a location other than their home terminal shall be paid for actual time spent travelling hour for hour up to a maximum cumulative total of eight (8) hours in each twenty (24) hours, at a rate per hour as set out in **Article 7.1**.
- 16.10** An appeal against discipline assessed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, a locomotive engineer losing time shall be paid for time lost as follows, less any amount earned in other employment.
- (a) For a locomotive engineer, including on the spare board, 1/52 of their total earnings during the twenty six (26) full pay periods immediately preceding the time discipline was assessed for each week of seven (7) calendar days, portions of weeks to be paid on a proportional basis.

NOTE (1): *When computing compensation in accordance with sub-article (b), any pay period during which a locomotive engineer was absent for seven (7) consecutive days or more because of bona fide injury, sickness in respect of which they are in receipt of weekly indemnity benefits or authorized leave of absence, together with their earnings in that pay period, shall be subtracted from the twenty six (26) pay periods and total earnings. In such circumstances,*

compensation shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.

***NOTE (2):** Locomotive engineers missing their assignment for an investigation will have their guarantees protected.*

Payment for investigations, if incurred during layover, will be made in accordance with the provisions of the Collective Agreement. They shall be over and above the guarantee and shall not be included in the accumulation toward the one hundred and sixty (160) hours.

16.11

Complaints made against locomotive engineers that might result in an investigation must be in writing and the engineer concerned furnished with a copy; verbal complaints will not be entertained.

***NOTE:** Refer to Addendum 24*

**Article 17
Grievance Procedure and Final Settlement of Disputes**

Grievance Procedure

17.1

A grievance concerning the interpretation or alleged violation of this Collective Agreement shall be processed in the following manner:

An appeal against discharge, suspension, demerit marks in excess of thirty (30) and restrictions including medical restrictions shall be initiated at Step 3 of this grievance procedure. All other appeals against discipline imposed shall be initiated at Step 2 of this grievance procedure.

(a) Step 1 - Presentation of Grievance to Immediate Supervisor

Within twenty eight (28) calendar days from the date of cause of grievance the employee or the Local Chair may present the grievance in writing to the immediate supervisor. The grievance shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement and identify the article and article(s) of the article involved. The supervisor will give a decision in writing within twenty eight (28) calendar days of receipt of the grievance. In case of declination the supervisor will state the reason(s) for the decision in relation to the statement of grievance submitted. Once a time claim has been declined, or altered, by an immediate Supervisor or delegate, it will be considered as having been handled at Step 1 of the grievance procedure.

(b) Step 2 - Appeal to Senior Managers, Transportation

Within sixty (60) calendar days of the date of the decision under Step 1, or in the case of an appeal against discipline imposed, within sixty (60) calendar days of the date on which the employee was notified of the discipline assessed, the Local Chair may appeal the decision in writing to the **Senior Managers, Transportation.**

The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement, and identify the article and article(s) of the article involved. The written statement in the case of an appeal against discipline imposed shall outline the **TCRC's** contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within sixty (60) calendar days of receipt of the appeal. In case of declination, the decision will contain the Corporation's reason(s) in relation to the written statement of grievance submitted.

(c) **Step 3 - Appeal to Director, Employee Relations**

Within sixty (60) calendar days of the date of the decision under Step 2, the General Chair may appeal the decision in writing to the **Director, Employee Relations** or delegate. The appeal shall be accompanied by the **TCRC's** contention and all relevant information concerning the grievance and shall:

- (1) Be examined in a meeting between the **Director, Employee Relations or delegate** and the General Chair or delegate within sixty (60) calendar days of the date of the appeal. **The Director, Employee Relations**, shall render a decision in writing within thirty (30) calendar days of the date on which the meeting took place; or
- (2) Should the **Director, Employee Relations or delegate** consider that a meeting on a particular grievance is not required, they will so advise the General Chair and render a decision in writing within sixty (60) calendar days of the date of the appeal.

Appeal to Arbitration

17.2 A grievance concerning the interpretation or alleged violation of this agreement, or an appeal against discipline imposed, which is not settled under **Article 17.1 (c)** may be referred by any of the signatories to this agreement to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

17.3 A request for arbitration shall be made in writing by either party to the other within sixty (60) calendar days following the date decision is rendered in writing under **Article 17.1 (c)** by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date by service thereof on the other party.

NOTE 1: *The **General Chair** or their delegate, at their discretion, shall have the right to advance any grievance within the grievance procedure to arbitration upon thirty (30) days written notice to the Corporation. The **General Chair** or their delegate will provide the Union's position to the Corporation fifteen (15) days prior to such filing.*

NOTE 2: *Refer to Addendum 10*

General

- 17.4** Any grievance not progressed by the **TCRC** within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contention of the **TCRC** in that case or in respect of other similar claims.
- 17.5** (a) Where a decision is not rendered by the appropriate Officer of the Corporation within the prescribed time limits, the grievance may, except as provided in **Article 17.5 (b)**, be progressed to the next step in the grievance procedure.
- (b) In the application of **Article 17.1** 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 Corporation within the time limits specified, such time claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Corporation in that case or in respect of other similar claims.
- 17.6** 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.
- 17.7** Time limits specified in this **Article 17** may be extended by mutual agreement.
- 17.8** Where provision is made in this **Article 17** for the appeal of a grievance to a designated Corporation Officer, the Corporation may substitute another Regional Officer for the Officer designated by advising the General Chair concerned in writing.
- 17.9** In situations where a recorded conversation may be relevant to the disposition of a grievance, Local Chairs wishing to hear a specific conversation should make the request to the appropriate Corporation Officer within ninety (90) days from the date the conversation purportedly took place. Arrangements will then be made to permit the Local Chairs to listen to the recorded conversation.
- NOTE: Refer to Addendum 9*
- 17.10** The Corporation and the **TCRC** may, upon mutual agreement, have a joint conference for the settlement of grievances.

NOTE: Refer to Addendum 25.

Article 18 Demotion Restriction

Disciplinary

- 18.1** When a locomotive engineer with seniority in another group is demoted to a position other than a locomotive engineer on account of discipline, the Corporation will specify the position and the length of time they will be demoted. The representative of the **Teamsters**

Canada Rail Conference will co-operate in placing the employee in a suitable assignment in accordance with the restrictions imposed.

Physical Disability

18.2 When it becomes necessary to restrict a locomotive engineer with seniority in another group other than as locomotive engineer on account of a physical disability, the representative of the **Teamsters Canada Rail Conference** will co-operate with all concerned in an endeavour to place the employee so restricted in suitable employment.

18.3 A locomotive engineer taken out of service on account of imperfection of sight or hearing will have an opportunity of re-examination in the presence of a representative of the Corporation and of the **TCRC**, before an ear or eye specialist satisfactory to both parties, and if the specialist finds sight or hearing to be within the requirements of Transport Canada they will be reinstated and paid a minimum day's pay at the minimum rate for each working day lost.

Article 19 Benefits

Dental, Extended Health Care Plans and Life Insurance

Benefit Plan

19.1 Benefits shall be available in accordance with the terms of the Benefit Plan for unionized employees.

NOTE: Refer to Benefit Booklet available on VIA

Dental Plan

19.2 Benefits shall be available in accordance with the terms of the Dental Plan for unionized employees.

- (a) Dental coverage will be in accordance with the Provincial Dental Association fee guide in effect for each year of the Collective Agreement.
- (b) In provinces where no such guide exists, coverage will be in accordance with the highest of the Dental Association fee guide used by adjacent province.
- (c) The annual maximum coverage for dental services will be increased as to \$2,500.

Extended Health Care Plan

19.3 Benefits shall be available in accordance with the terms of the Extended Health Care Plan for unionized employees.

NOTE Should an employee reach this lifetime maximum during the course of their employment with the Corporation, the parties agree to meet and consider the special needs of such an employee.

Life Insurance - In Service

- 19.4** Employees in service will be entitled to life insurance as provided in the Benefit Plan for Locomotive Engineers. The amount of life insurance as shown therein will be \$60,000.00 which amount is subject to the conditions contained therein and which amount may be changed, from time to time, as a result of negotiations.

Estate Benefit

- 19.5** An employee who retires from the service of the Corporation will, provided they are fifty five (55) years of age or over and has not less than ten (10) years cumulative compensated service, will have the sum of \$8,000.00 paid by the Corporation to their estate upon their death in lieu of a paid up life insurance policy.

Article 20 Bereavement Leave

- 20.1** Provided an employee has not less than three (3) months' cumulative compensated service, they will be granted bereavement leave as follows:

- (a) five (5) consecutive days compensated for actual time lost, exclusive of overtime, and a maximum five (5) consecutive days as unpaid leave, upon the death of the employee's parents, child (including still-born child) or spouse;
- (b) three (3) consecutive days compensated for actual time lost, exclusive of overtime, and a maximum seven (7) consecutive days as unpaid leave, upon the death of their brother, sister, stepchild, step-parent, mother-in-law, father-in-law, brother-in-law, sister in-law, grandparent, grand-child or any relatives permanently residing in the employee's household or with whom the employee resides.
- (c) The bereavement leaves outlined above may be split once in whole days.

***NOTE 1:** In the application of this Article, "employee's spouse" means, the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, it means the person that qualifies as spouse under the definition of that word in Section 2 (1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the employee.*

***NOTE 2:** An employee who misses a tour of duty out of the away-from-home terminal, solely and directly as a result of having been on bereavement leave, will be compensated under the provisions of this Article notwithstanding that such tour of duty occurred outside the three calendar days specified therein.*

***NOTE 3:** In the application of this Article, the three (3) consecutive calendar day's bereavement leave will include the day of the funeral. In instances where there is no funeral per se, the day of interment, cremation, memorial service or like event will be the determining factor.*

***NOTE 4:** It is understood that the "paid" and "unpaid" components of Bereavement Leave are also taken consecutively unless split as described in Article 20.1 (c).*

Article 21 Jury Duty

21.1 An employee summoned for jury duty and who is required to lose time from their assignment as a result thereof shall have their guarantee protected for actual time lost less the amount allowed such employee for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations:

- (a) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, provincial or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (b) An employee must furnish the Corporation with a statement from the court of jury allowances paid and the days on which the jury duty was performed.
- (c) The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- (d) 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 vacation dates will not be required to change vacation because they are called for jury duty.
- (e) Notwithstanding the provisions contained in the last sentence of **Article 21.1(d)**, an employee's annual vacation will, if they so request, be re-scheduled if it falls during a period of jury duty.

***NOTE:** The term "assignment", as used herein, refers to the employee's position whether in regularly assigned service, unassigned service or on the spare board.*

***NOTE:** Refer to Article 8.3*

Article 22 Adverse Effects of Changes in Working Conditions

Notice and Negotiations

22.1 Prior to the introduction of run-throughs, or changes in home stations, or of material changes in working conditions which are to be initiated solely by the Corporation and would have significantly adverse effects on locomotive engineers, the Corporation will:

- (a) Give at least one hundred and twenty (120) days advance notice to the **TCRC** of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and
- (b) Negotiate with the **TCRC** measures to minimise any significantly adverse effects of the proposed change on locomotive engineers but such measures shall not include changes in rates of pay.

22.2 While not necessarily limited thereto, in the case of run-throughs and other changes where applicable, the matters considered negotiable will include the following:

- (a) Appropriate timing
- (b) Appropriate phasing
- (c) Hours on duty
- (d) Equalization of miles
- (e) Work distribution
- (f) Appropriate accommodation
- (g) Bulletining
- (h) Seniority arrangements
- (i) Learning the road
- (j) Use of attrition

22.3 The negotiations referred to in **Article 22.1** shall commence within twenty (20) days of the date of the notice specified in **Article 22.1**. If the negotiations do not result in mutual agreement within sixty (60) calendar days of their commencement, the issue or issues remaining in dispute shall, within twenty (20) days of the cessation of negotiations, be referred for mediation to a Board of Review composed of two senior officers from each party.

Board of Review and Arbitration

- 22.4**
- (a) The Board of Review shall, within thirty (30) days, make its findings and recommendations. If the Board is unable to arrive at a decision or if its recommendations are not agreeable to either party, the issue or issues remaining in dispute may be referred by either party to a single arbitrator whose decision shall be final and binding upon both parties.
 - (b) The request for arbitration shall be made in writing by either party to the other within seven (7) days following the Board's findings. If the parties cannot agree on the selection of an arbitrator within 7 days of the request for arbitration, the Minister of Labour shall be requested by the parties or either of them to appoint an arbitrator.
 - (c) The parties will prepare a joint statement of the issue or issues remaining in dispute to be submitted to the arbitrator. The arbitrator shall hear the dispute within thirty (30) days from date of appointment and shall render the decision together with reasons therefor in writing within thirty (30) days of the completion of the hearing.
 - (d) In the event that the parties cannot agree upon a joint statement of the issue or issues remaining in dispute either party desiring arbitration may submit a separate statement and proceed to a hearing and the other party will be so informed.
 - (e) At the hearing before the arbitrator argument may be presented orally or in writing, and each party may call such witnesses as it deems necessary.
 - (f) Time limits specified in **Articles 22.3 and 22.4 (a)** may be extended by mutual agreement.
 - (g) The decision of the arbitrator shall be confined to the issue or issues placed before them and shall also be limited to measures for minimising the significantly adverse effects of the proposed change upon locomotive engineers who are affected thereby.

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

Implementation of Change

- 22.5** The changes referred to in **Article 22.1** may not be made until the procedures for negotiations and arbitration, if necessary, have been completed.

When Material Change Does Not Apply

- 22.6**
- (a) The changes proposed by the Corporation which can be subject to negotiation and arbitration under this **Article 22**, do not include changes brought about by the normal application of the Collective Agreement, changes resulting from a decline in business activity, fluctuations in traffic, reassignment of work at home stations or other normal changes inherent in the nature of the work in which locomotive engineers are engaged.
 - (b) A member of the bargaining unit who is occupying a non-schedule or management position one (1) year prior to the date notice is served pursuant to **Article 22** will not be entitled to the benefits of the agreement or award arising from the proposed changes in working conditions.

Disputes Re Application of This Article

- 22.7** The applicability of this **Article 22** to run-throughs and changes in home stations is acknowledged. A grievance concerning the applicability of this **Article 22** to other material changes in working conditions shall be progressed immediately to Step 3 of the grievance procedure as indicated in **Article 17.1**, within sixty (60) days from the date of the cause of the grievance.

Relocation Expenses

- 22.8** The benefits set forth in this **Article 22.7** shall be allowed, where applicable, to an eligible locomotive engineer. They shall apply to an eligible locomotive engineer only once for each change.
- (a) The eligibility of specific locomotive engineers for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.
 - (b) A locomotive engineer:
 - (1) Must have twenty (24) months cumulative compensated service.
 - (2) Must occupy unfurnished living accommodation to be eligible for benefits under articles (d), (h), (i) and (j) of this **Article 22.7**;
 - (3) Must establish that it is impractical for them to commute daily to the new location.

- (c) Payment of door-to-door moving expenses for the eligible locomotive engineer's household goods and automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Corporation.
- (d) An allowance of up to \$650 for incidental expenses actually incurred as a result of relocation.
- (e) Reasonable transportation expenses from their former location to the new location, by rail, or if authorised, by bus or employee-owned automobile, and up to \$165.00 for a locomotive engineer without dependants, and an additional amount of \$65.00 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this article (e) of **Article 22.8**, a spouse will be considered as a dependent.
- (f) Upon authorisation, a locomotive engineer may drive their automobile to the new location at an allowance of twenty-eight (28) cents per kilometre.
- (g) In order to seek accommodation in the new location and/or to move to the new location, a locomotive engineer will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of five (5) days, at the rate applicable.
- (h)
 - (1) Reimbursement for loss sustained on the sale of a relocating locomotive engineer's private home, which they occupied as a year-round residence, provided that the Corporation 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 **Article 22.9** plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.
 - (2) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in **Article 22.9**.
 - (3) An eligible locomotive engineer who desires to sell their house and receive any benefit to which they may be entitled under this article (h) of **Article 22.8** must advise the Corporation Officer concerned accordingly within twelve (12) months of the date the initial change takes place. No locomotive engineer shall be entitled to any claim under this article (h) of **Article 22.8** if the house is not listed for sale within sixty (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 article (h) must be made within twelve (12) months of the final determination of value.
- (i) Payment of the cost of moving a wheeled mobile home which the locomotive engineer occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Corporation and shall not, in any event, exceed a total cost of \$5,000.00. Receipts shall be required.
- (j) If a locomotive engineer who is eligible for moving expenses does not wish to move their household to the new location, such locomotive engineer may opt for a monthly allowance of \$145.00 which will be payable, so long as they remain at the new

location, for a maximum of twelve (12) months from date of transfer to the new location. A locomotive engineer claiming under this **Article 22.8 (j)** may elect within such twelve (12) month period to move their household effects, in which case the amount paid out under this **article (j)** shall not be deducted from the relocation expenses allowable.

- (k) Alternatively to this **Article 22.8 (h)**, the cost of terminating an unexpired lease and legal cost connected therewith up to a value of three (3) months' rent, where the relocating locomotive engineer was renting a dwelling which they 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 Corporation no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the locomotive engineer first secures the Corporation's approval to pay in excess of three months' rent.

Appraisal Procedure - Sale of House

22.9 When an affected locomotive engineer desires to sell their home under the provisions of **Article 22.8(h)**, the following procedure will apply:

- (a) In advising the Corporation Officer concerned of their desire to sell the house, the locomotive engineer shall include pertinent particulars as outlined in sample form **22.9 (i)** including their opinion as to the fair market value of the house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair market value will be unaffected thereby.
- (c) Within fifteen (15) calendar days from date of receipt of locomotive engineer's advice of their desire to make a claim, the Corporation Officer shall advise the locomotive engineer concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by **Article 22.8(h)**.
- (d) If, however, the Officer concerned is not satisfied that the price requested by the locomotive engineer is the fair market value, then an effort shall be made to resolve the matter through joint conference of the Officer and locomotive engineer concerned and the appropriate **TCRC** representative if so desired by the locomotive engineer; such joint conference to be held within seven (7) days from date of advice to locomotive engineer concerned as referred to in **Article 22.9(c)**.
- (e) If such joint conference does not resolve the matter within five (5) days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this **Article 22.9** and such price shall be binding on both parties.
- (f) The locomotive engineer and Corporation Officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in **Article 22.9(e)**. If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this **Article 22.9**, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with **Articles 22.9 (e) or (f)** shall be paid by the Corporation.

(i) **Particulars of House to be sold**

Name of Owner _____

Address _____
 (No.) Street - City-Town

Type of House (i.e., Cottage, Bungalow, (Split Level))

Year Built _____

No. of Rooms _____ Bathrooms _____

Type of Construction (i.e., Brick, Veneer, Stucco)

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 _____

Early Retirement Allowance

22.10

A locomotive engineer whose position is abolished by a change made under the provisions of **Article 22.1**, or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if they are eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

- (a) An allowance of \$60 per month commencing in the month immediately following last month in which the employee received wages and continuing each month until the date at which they would have been eligible for the pension without a cutback.

The maximum period allowance is five (5) years; or

- (b) A lump sum payment calculated as follows:

Age at Retirement	→	Lump sum equivalent of the total value of monthly allowances they could have received under this provision
55	→	75% up to 60 months entitlement
56	→	80% up to 48 months entitlement
57	→	85% up to 36 months entitlement
58	→	90% up to 24 months entitlement
59	→	95% up to 12 months entitlement

- (c) An employee who elects benefits under this **Article 22.10** will not be entitled to any other benefits provided elsewhere in this Article.
- (d) The early retirement allowance will cease upon the death of the employee.

22.11 The benefit granted under this Article shall be reduced in whole or part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

Canada Labour Code

- 22.12** (a) This **Article 22** is intended to assist locomotive engineers affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I of the Canada Labour Code do not apply.
- (b) The provisions of this Article are intended as well, to minimise the impact of termination of employment on the locomotive engineers represented by the **TCRC** and Sections 214 to 226 inclusive of *Part III of the Canada Labour Code* do not apply.

NOTE: Refer to Addendum 23

Article 23 Certificate of Service

- 23.1** A locomotive engineer who is dismissed or resigns shall have their record of employment sent to Service Canada electronically and be paid within thirty (30) days.

Article 24 Assignment of Locomotive Engineers

Availability

- 24.1** A locomotive engineer will not be considered available unless they are on the working board except when no other locomotive engineer is available.

- 24.2** A locomotive engineer on the off board for any reason will not be considered on the working board, e.g. not available.
- 24.3** Provided they comply with **Article 25.3**, a locomotive engineer will be considered available when the arbitrary pay time for a tour of duty does not commence prior to the day vacation terminates.

Assigning

- 24.4** When a locomotive engineer transfers they will be considered assigned when they report available for service at their new home station with the Crew Management Centre but no displacement shall be put into effect until they are actually available for service
- 24.5** When a locomotive engineer transfers to another home station and books on a pool or spare board, they will be placed last out and the junior locomotive engineer displaced. If two (2) or more locomotive engineers transfer at the same time they will be placed in seniority order in accordance with the first sentence of this article.
- 24.6** When a locomotive engineer books available for a run or service, to which they are entitled or is the successful applicant for a run advertised locally or to the seniority district, they will be considered assigned to that run or service.
- 24.7** In the event that two (2) or more locomotive engineers book in at a home station at the same time for the spare board, they shall be placed at the bottom of the board in the same order as originally called at the home station.
- 24.8** A locomotive engineer who is to be placed in a pool or the spare board either through promotion, displacement or exercising seniority will be placed in relation to other locomotive engineers in such pool or spare board in accordance with the time-in principle. If the locomotive engineer's turn or assignment is out at the time their assignment is to be changed, they will be placed at the bottom of the spare board when their previous turn or assignment books in.
- 24.9** When adjusting working boards, it is not permissible to assign a locomotive engineer to the spare board, or retain them on the spare board at a checking date, unless they are available and ready for service except when on annual vacation, sick, or on leave and it is known that they will be available prior to the next adjustment date.
- 24.10** All instances of assigning a locomotive engineer that are not specifically covered in this Collective Agreement will be governed under the time-in principle.
- 24.11** The time-in principle will apply at home stations and turnaround points, and will be determined as follows: Passenger Service: Time of arrival at station.

Article 25 Running of Locomotive Engineers

***NOTE:** The following **Article 25.1** is applicable in Districts 1, 2, 3, 4 and 6 only*

- 25.1** Provided that the employee filling the vacancy of locomotive engineer is not restricted from working the position of In-charge locomotive engineer, the following procedure will

apply in determining the designation of In-charge locomotive engineer or Operating locomotive engineer.

(a) When a regularly assigned locomotive engineer is absent for any reason, on a tour of duty basis, the other assigned locomotive engineer will determine the designation, except when the spare locomotive engineer called for the assignment is senior to the assigned locomotive engineer, the spare locomotive engineer will determine the designation.

(b) When a VIA locomotive engineer is working with a CN locomotive engineer the VIA locomotive engineer will determine the designation.

(c) When two spare locomotive engineers are called for an assignment, the senior locomotive engineer will determine the designation.

In Regularly Assigned Service

25.2 Except as provided in **Articles 25.8 and 25.10**, locomotive engineers in regularly assigned service will, if available, follow their assignment.

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

25.3 Locomotive engineers returning to duty from an absence for any reason must report their availability for duty at least three (3) hours in advance of the reporting time of their regular assignment.

25.4 When regular assignments are established, representatives of the Corporation and the Local or General Chair of the **TCRC** will co-operate to minimize the layover period at the away-from-home terminal to the extent practical.

25.5 Locomotive engineers in regular assignments will be given as much advance notice as possible when assignments are cancelled. Except in emergencies, such as accident, engine failure or washout, or where the line is blocked, if less than four (4) hours' notice of cancellation is given prior to the time required to report for duty, locomotive engineers on regular assignments will be paid a basic day at the minimum rate for each tour of duty lost.

25.5 The provisions of **Article 25.6** apply only at the home terminal of an assignment and do not apply where a locomotive engineer is deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

***NOTE:** The following **Articles 25.6, 25.7 and 25.8** are applicable in Districts 7 and 9 only.*

25.6 When an assignment will run more than twelve (12) hours late out of a terminal, and the regularly assigned locomotive engineer would arrive at the opposite terminal too late to take out their return assignment, they will be deadheaded to the opposite point to protect their regular assignment, provided train service will permit.

- 25.7** When for any reason a regular assignment is cancelled at the home station and the regular return portion of the assignment is being operated, the regular assigned locomotive engineer will be deadheaded to bring back their return assignment, provided train service will permit.
- 25.8** When an interruption takes place where only one train is run each day for a period not exceeding six (6) days, assigned locomotive engineers will be run first-in, first-out, to protect trains run. Should the interruption extend beyond the six (6) day period, senior locomotive engineers will be used on a first-in, first-out basis from their respective home station. When normal service is restored, crews will revert to their original assignment.
- 25.9** Regularly assigned locomotive engineers whose assignment is:
- (a) Cancelled will be either:
 - (1) Used in unassigned service; or
 - (2) Deadhead to the away-from-home terminal in time to operate the return portion of their assignment;
 - (b) Running late so that operating their assigned run from the home terminal they would miss the return portion of their assignment, will be either:
 - (1) Used in unassigned service; or
 - (2) Deadhead to the away-from-home terminal in time to operate the return portion of their assignment;
 - (c) Arriving too late to be released from duty prior to the time required to report for duty for their regular assignment out of such terminal, will be held for their next assignment but may be used in other service in the interval if the performance of such service will not interfere with them following their regular assignment and is not in conflict with agreement rules. Locomotive engineers so held will be allowed not less than the daily guarantee for service for each round trip lost on their regular assignments.
- 25.10** The application of **Articles 25.9** will not constitute a run-around.

In Pool Service

The running of locomotive engineers in pool service is only available for terminals of five (5) locomotive engineers or less. If the Corporation wishes to institute pool service hereafter at a terminal employing five (5) locomotive engineers or less, the consent of the union is required. If the union does not provide their consent to the implementation of pool service the Corporation may submit the request to the CROA arbitrator for a decision of the appropriateness of pool service based on consideration of the business justification. The Corporation will not implement pool service in a terminal prior to the consent of the union or the decision of the arbitrator.

NOTE: *The following Articles 25.11, 25.12 and 25.13 are applicable in Districts 1, 2, 3, 4 and 6 only.*

- 25.11** On the First and Second Seniority Districts, locomotive engineers assigned to pool service will be run first-in first-out on their respective subdivision or subdivisions subject to the provisions of **Articles 10.1, 10.2 and 10.3.**
- 25.12** On the Sixth Seniority District, the arrival time at terminals or change off points will be used to determine relative standing for locomotive engineers in Road Service, rather than the off duty time at the shop track or change off point.
- 25.13** Locomotive engineers in pool service who are not available, or who book sick when called, will not have their names restored to the board until the locomotive engineer used in their stead returns to the terminal, when they will be given a turn on the board immediately ahead of the time such locomotive engineer was released from duty.

Trading Shifts or Tours of Duty

- 25.14** Locomotive engineers have the right to trade shifts or tours of duty with each other “two (2) times each twenty-eight (28) day period” provided there is no additional cost to the Corporation. It will be incumbent upon the employees to advise the Crew Management Centre of any changes prior to the calling time of the assignment. A General Chairperson has the right to suspend the operation of this Article for their region upon thirty (30) days’ notice in writing to the Corporation.

Article 26 Relieving Locomotive Engineers at A Turnaround Point

***NOTE:** The following **Article 26.1** is applicable in Districts 7 and 9 only.*

- 26.1** At any time it becomes necessary to relieve a locomotive engineer at a turnaround point; it shall be handled as follows:
- (a) If turnaround point is one where no spare board is maintained, arrangements shall be made for a man to be deadheaded from the home station to which the man relieved belongs. If time and train service will not permit this to be done and when no unassigned locomotive engineers belonging to the home station are available to be boosted to protect this vacancy, the senior locomotive engineer not working as such at the turnaround point, belonging to the home station concerned, available at the time of call, shall be called for the run.
- (b) If turnaround point is one where a spare board is maintained, a locomotive engineer from that spare board will be used and deadheaded back home upon completion of the one way trip.
- (c) It is understood that locomotive engineers cannot be relieved at turnaround points except for good and sufficient reasons.

Article 27
Locomotive Engineers Not Considered Absent

- 27.1 Except as otherwise provided in this Collective Agreement Locomotive Engineers will be considered off duty and free of any Corporation obligations from the time released until required for their regular duties.

Article 28
**Time Allowance for Locomotive Engineers on
Locomotives Operating Through Terminals**

NOTE: The following Article 28 is applicable in Districts 1, 2, 3, 4 and 6 only.

- 28.1 Locomotive engineers who obtain locomotives operating through terminals at a point where the incoming locomotive engineer delivers the locomotive to the outgoing locomotive engineer, regardless of the location at which the locomotive is delivered, will report for duty five (5) minutes prior to the time required to take charge of the locomotive, and will be paid for fifteen (15) minutes and such time shall not be used to make up the basic day.
- 28.2 All incoming locomotive engineers will be paid fifteen (15) minutes after arrival at change-off point at the rate applicable to the locomotive and service and such time will be used to the extent necessary to make up the basic day.

NOTE: The word "Location" as used above refers to station, yard or shop track.

- 28.3 Time paid under this Article will be paid for at pro rata rates.

Article 29
Cancellation of Regular Assignments

- 29.1 Locomotive engineers in regular assignments will be given as much advance notice as possible when assignments are cancelled. Except in emergencies, such as accident, engine failure or washout, or where the line is blocked, if less than four (4) hours' notice of cancellation is given prior to the time required to report for duty, locomotive engineers on regular assignments will be paid a basic day applicable for each tour of duty lost.
- 29.2 The provisions of this Article apply only at the home terminal of an assignment and do not apply where a locomotive engineer is deadheaded from the home terminal to the away-from-home terminal to handle the return trip of the assignment.

Article 30
Advertising and Filling of Positions

NOTE: For the purpose of this article, Home Terminal is the terminal to which a run or job is assigned, and from which assigned locomotive engineers obtain relief.

Change of Timetable

- 30.1** For the application of this Collective Agreement, there will be two (2) changes of timetable; spring and fall.
- 30.2** At recognized spring and fall change of timetable, locomotive engineers will make choice of runs or jobs out of their respective home terminals, such choice to be made not later than forty eight (48) hours prior to the time the new timetable takes effect. Locomotive engineers absent for any reason during the entire bulletin period of change of timetable will be permitted to make their choice immediately upon reporting for duty.
- 30.3** All assignments for every terminal on the applicable seniority district will be posted at each home station and subsidiary stations at least ten (10) days in advance of a change of timetable.
- 30.4** Locomotive engineers who fail to submit any or sufficient choices will be assigned, in seniority sequence, to unbid assignments. In the event there are no unbid assignments, such locomotive engineers must displace the junior locomotive engineer at this terminal.

Manning Permanent Vacancies and New Assignments

- 30.5** A locomotive engineer who is off for any reason throughout the entire period specified in **Article 30.2** and who does not submit choices in accordance with the provisions of **Article 30.3**, will be permitted to do so immediately upon their return to duty.
- 30.6** A locomotive engineer will not be permitted to apply for their own vacancy.
- 30.7** Permanent vacancies and new assignments will be advertised as follows:
- (a) To the home terminal and stations subsidiary thereto for five (5) days and the senior qualified applicants will be assigned:
- (1) Vacancies due to locomotive engineers being recalled to their home terminal,
 - (2) Vacancies due to locomotive engineers being demoted at home terminal on account of physical disability or discipline,
 - (3) Vacancies due to locomotive engineers being assigned to new runs or jobs bulletined at the home terminal only,
 - (4) New runs or jobs, which remain in effect for a period of more than fourteen (14) days but not in excess of ninety (90) days.
- (b) To the seniority district weekly at all terminals and stations subsidiary thereto, and the senior qualified applicants will be assigned:
- (1) Vacancies due to retirement.
 - (2) Vacancies due to death.
 - (3) Vacancies due to dismissal.
 - (4) Vacancies due to promotion to official position.
 - (5) Vacancies due to record being closed.
 - (6) Vacancies due to locomotive engineers being assigned to permanent

- vacancies or to new runs or jobs which were advertised to the seniority district.
- (7) New runs or jobs in effect beyond the life of a full timetable.
- (8) New runs or jobs, which remain in effect for a period in excess of ninety (90) days.

30.8 A bulletin will be posted to the seniority district each month for a period of fourteen (14) calendar days when;

- (a) A locomotive engineer who has been working as a locomotive engineer continuously for at least three (3) years leaves the service for any of the following reasons;
 - (1) resignation
 - (2) retirement
 - (3) death
 - (4) dismissal
 - (5) promoted to Official position; or
- (b) A vacancy exists due to a locomotive engineer being assigned to another home station, to a permanent vacancy or a new run or job which was advertised to the seniority district; or
- (c) A new run or job has existed at a home station beyond the life of a full time-table;
- (d) A vacancy exists due to a locomotive engineer being on pre-retirement vacation.

30.9 Locomotive engineers absent during the entire bulletined period excluding scheduled days off, will be permitted to exercise seniority on such assignments bulletined and filled during this period provided application is made within seven (7) days after reporting for duty, setting forth the date of the bulletin advertising the run or job claimed.

30.10 When a locomotive engineer commences pre-retirement vacation, the vacancy resulting therefrom shall be recognized as a permanent vacancy and advertised as such under the applicable provision of this **Article**.

30.11 Locomotive engineers assigned to regular service under **Articles 30.7 or 30.8**, will remain on the run or job to which assigned until change of timetable, unless assigned to another run or job by subsequent bulletin or displaced due to application of the seniority rules; except that they may exercise seniority to temporary vacancies or temporary assignments at their home terminal.

Definition of a Temporary Vacancy

30.12 A "temporary vacancy" is a vacancy on a run or job, caused by the regularly assigned locomotive engineer being absent from duty or filling another temporary vacancy or temporary assignment. A temporary vacancy occurs at the time a locomotive engineer is required to report for duty to replace a regularly assigned locomotive engineer and ceases when the regularly assigned locomotive engineer reports for duty, in accordance with the provisions of **Article 25.3**.

Temporary Vacancies

30.13 Temporary vacancies are vacancies known to be of fourteen (14) days or more. Temporary vacancies will be posted for bid twice per week, on Mondays closing Thursdays and

Thursdays closing Mondays in all terminals from Hornepayne and East. On Sundays closing Wednesdays and Wednesdays closing Sundays in all terminals Winnipeg and West, will be effective at 0001 on the day of the first trip. The senior locomotive engineer who is awarded the temporary vacancy will remain on their present assignment until they are actually able to work the temporary vacancy.

The locomotive engineer shall remain on the temporary vacancy until the last trip of the vacancy is completed or until displaced. A locomotive engineer who is occupying a temporary vacancy who is the successful applicant to a permanent vacancy will be allowed to occupy the permanent position following their days off on their temporary vacancy. The locomotive engineer must remain on this permanent position for a period of thirty (30) consecutive calendar days. Locomotive engineers absent for any reason during the entire bulletined period of known temporary vacancies will be permitted immediately upon reporting for duty to exercise seniority on known temporary vacancies.

- 30.14** In the application of **Article 30.13** above, the locomotive engineer awarded a temporary vacancy as a result of annual vacation will be automatically released from the temporary vacancy on completion of the last tour of duty prior to the date the assigned locomotive engineer is scheduled to return.
- 30.15** A Locomotive Engineer displaced from a temporary vacancy may displace any locomotive engineer their junior filling a temporary vacancy out of the terminal which they had not passed up while on their regular assignment, or they may return to their regular assignment.
- 30.16** Locomotive Engineers returning from a known vacancy will be automatically shown as available for work at 22:00 on their last day of known vacation.
- 30.17** Locomotive engineers who move from one terminal to another in the exercise of seniority will not be permitted to claim an existing temporary vacancy at the terminal to which they move, but may apply for subsequent temporary vacancies.
- 30.18** In the application of **Articles 30.14 to 30.17**, a locomotive engineer will not be permitted to exercise seniority on a temporary vacancy in the same set or series of runs to which they are assigned.
- 30.19** Locomotive engineers are expected to keep themselves posted in regard to temporary vacancies which may occur during their lay-off days.

Posting of Notices

- 30.20** Any necessary notices to be posted in the application of this **Article** will show time and date of posting.

Filling of Vacancies when No Application Received

- 30.21** Should no application be received for any run or job, the junior locomotive engineer assigned to the spare board at the terminal out of which the assignment operates will be assigned.

Bidding from One Assignment to Another

30.22 Locomotive engineers who bid from one assignment to another will not be permitted to bid in the assignment vacated until such time as a vacancy again occurs on that assignment.

30.23 A locomotive engineer will not be permitted to apply for their own vacancy.

Bidding from One Terminal to Another

30.24 A locomotive engineer who exercises seniority to a permanent assignment at another terminal shall be considered as regularly assigned to such terminal.

Changes to Assignments

30.25 The locomotive engineers affected may make another choice of assignments at their home terminal when:

- (a) The hours of work of any regular assignment are decreased in excess of twenty (24) hours per twenty eight (28) days, exclusive of preparatory time, initial terminal time, overtime, final terminal time and inspection time; or
- (b) The home terminal is changed between changes of timetable; or
- (c) An assignment with a fixed starting time is changed two (2) hours or more either at the home or the away-from-home terminal; or
- (d) An assignment is changed from daily to tri-weekly or vice versa;

Such choice to be made at the time change is made effective.

30.26 When any changes are contemplated in train operations that will affect the crewing of trains, the local Chair concerned will be consulted. This consultation should take place as soon as possible after it is known that the changes will occur so that the local Chair may make a meaningful contribution to the crewing arrangements.

**Article 31
Work Train Service**

NOTE: The following Article 31 is applicable in Districts 1, 2, 3, 4 and 6 only.

Definition of Work Train Service

31.1 Work Train Service is service ordered or advertised for the sole purpose of:

Switching, loading and/or unloading material, and other services for the maintenance, improvement, construction or reclamation of Corporation property; including

- (a) Wreck clearing operation (Auxiliary service); and
- (b) Service exclusively engaged in handling Corporation material, empty equipment, boarding and/or outfit cars, road repair cars, or auxiliaries directly to or loading sites or work sites.

- 31.2** Service, other than that described in **Article 31.1**, whose sole purpose, on a tour of duty basis, is hauling Corporation material, empty equipment, boarding and/or outfit cars, or auxiliaries from one terminal to another terminal for that tour of duty will not be considered as work train service.

Manning Work Trains Vacancies

- 31.3** Work train assignments which are anticipated to remain in effect in excess of fourteen (14) days will be bulletined to the home terminal and stations subsidiary thereto.
- 31.4** Locomotive engineers will have the choice in seniority order when two or more trains are working at the same point.

Work Trains Performing Revenue Switching

- 31.5** Locomotive engineers in work train service who are required to perform revenue switching during a tour of duty will be paid, on the minute basis, for the actual time spent performing such switching. Such payment will be in addition to time paid for in work train service but will be deducted in computing overtime for the tour of duty.

Allowance When Tied Up Away From Terminal

- 31.6** Where no roundhouse staffs is employed, locomotive engineers will be allowed fifteen (15) minutes at end of day, for miscellaneous service in connection with work on engine, providing that it does not exceed fifteen (15) minutes. This allowance is not to be made until eight (8) hours have been worked and will be paid at pro rata rates. Where payment is allowed under this Article, the fifteen (15) minutes provided for in **Article 37** will not be allowed. Such time will be used to the extent necessary to make up the basic day.

Home for Saturdays and or Sundays

- 31.7** Locomotive engineers assigned to work trains for five days per week will be given transportation and allowed to go home for Saturdays and Sundays. When locomotive engineers can go home for Saturdays and Sundays they will not be paid.
- 31.8** Locomotive engineers assigned to work trains in excess of five (5) days per week will be given transportation and allowed to go home for Sundays. When locomotive engineers can go home for Sundays they will not be paid.

Sleeping Quarters

- 31.9** Suitable sanitary sleeping accommodations, including beds, clean blankets, sheets, mattresses, pillows, table, chairs, wash basins, and cook stoves will be provided for locomotive engineers in work train service, otherwise locomotive engineers will be run to terminals where suitable sleeping accommodations is provided.
- (a) When bunk cars, other than white fleet units, are used, they shall be stencilled "Enginemen's Bunk Cars" and solely and exclusively for the use of locomotive engineers. Such cars to be equipped with screen doors and windows.

- (b) When white fleet units are supplied, locomotive engineers will have first preference over other members of the crew to the sleeping facilities in such cars.

31.10 Locomotive engineers will be advised at the time they are called for work train service whether or not bunk car accommodations or equivalent will be supplied. Should a locomotive engineer not be supplied a bunk car after having been advised one would be furnished or should the car supplied be inoperative, the Corporation will defray any additional expense incurred by the employee as a result thereof. This could involve actual reasonable expenses incurred for lodging and/or meals with a maximum for meals of fourteen dollars (\$14.00) per day.

Complaints against Locomotive Engineers

31.11 Any complaints made against locomotive engineers in work or construction train service will not be sufficient cause for their removal, until such report has been investigated by the appropriate officer.

Operation of work Trains – Ten (10) Consecutive Days

31.12 When required for operational purposes and notwithstanding the provisions of **Articles 31.7 and 31.8** two five (5) day periods may be combined into one ten (10) day period with four (4) consecutive days off. Locomotive engineers assigned to such work trains will be given transportation and allowed to go home for the four days off. Locomotive engineers assigned to work trains under the provisions of this Article will be allowed one day for each twenty (24) hours so held and not used, whether at or away from home terminal, except for any of the four days off on which they were allowed to go home.

Unassigned Locomotive Engineers Called for Work Train Service

31.13 Unassigned locomotive engineers ordered at the home terminal for work train service may be called for five (5) days or less and will protect the work train assignment for that period whether tied up at the away-from home terminal or En route.

Article 32 Spare Board Operation

On Spare Board - System application

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

32.2 Locomotive engineers assigned to the spare board will be run first-in first-out in order of their release from previous duty and if qualified and available, will be entitled to:

- (a) All spare and relief work in the home terminal as defined in **Article 32**
- (b) Extra Passenger Service.

32.3 (a) If a spare board locomotive engineer books off on call or is first out and misses a call, the locomotive engineer will be held off the spare board for twelve (12) hours from the time of the call missed, following which the locomotive engineer will be

put at the bottom of the spare board and the guarantee will be reduced for all hours of the assignment missed.

- (b) Locomotive engineers assigned to the spare board who remove themselves from the board will have their names placed at the foot of the spare board upon booking on.

NOTE: Guarantee will be protected when the locomotive engineer books off for reasons outlined in Article 8.3 (a).

- (c) Locomotive engineers assigned to the spare board who have been on leave of absence for seventy-two (72) hours or over will have their names placed at the foot of the spare board as soon as they report for duty.

32.4 Spare board locomotive engineers who are second out and who miss a call as a result of the locomotive engineer who was first out missing a call, will maintain their position on the spare board and their guarantee will be reduced for all hours of the missed trip.

32.5 Spare board locomotive engineers who are not first or second out and who miss calls as a result of the locomotive engineers who were first or second out missing a call, will not be penalized.

32.6 The penalty provisions of being held off the board of **Article 32.3 (a)** shall not apply when no other qualified locomotive engineers are available on the spare board.

32.7 A spare locomotive engineer on days off will retain their turn on the spare board as if they were not off. If their turn reaches the top of the spare board while they are off, it will remain in that position until they complete their days off. When a spare locomotive engineer is off the spare board for any reason, their name will be placed at the foot of the spare board at the time they book on.

32.8 In the event a spare locomotive engineer accepts a call for extra work on their days off, they will retain their turn on the spare board if they are off duty at the home terminal prior to the completion of their days off, If they are not off duty prior to the completion of their days off, their name will be placed at the foot of the spare board.

*NOTE: Refer to **Article 8.6 (b)** establishing spare board days off*

Runaround

32.9 Spare board locomotive engineers who are runaround will be paid four (4) hours over and above the guarantee and not calculated in the hours for overtime purposes. The locomotive engineer will maintain their position on the spare board.

32.10 **Articles 32.1 and 32.9** will not apply when a locomotive engineer returns to the shop track or designated change-off point for repairs.

32.11 An emergency locomotive engineer used on an assignment which ties up away from a home terminal will be relieved by a spare locomotive engineer as soon as available. In the event the first spare board locomotive engineer who subsequently becomes available elects

not to displace, the emergency locomotive engineer will remain on the job. In the application of this **Article 32.11**, no deadhead time will be paid.

- 32.12 It is understood that runaround provisions under Article 32.9 will not apply in situations beyond the control of the Corporation where Locomotive Engineers are required as soon as possible.

**Article 33
Preparatory Time**

- 33.1** Locomotive engineers obtaining locomotives on shop track, except as provided in **Article 36**, will report for duty fifteen (15) minutes prior to time locomotives are required to leave shop track. Such time shall be allowed for performing duties required of them prior to leaving the shop track at beginning of a day's work, and shall be paid for at applicable rate.
- 33.2** Locomotive engineers will report for duty fifteen (15) minutes prior to departure from shop track or station or change off point or designated track.
- 33.3** Time paid under this article, shall not be used to make up the basic day.

NOTE: Refer to Addendum 3

**Article 34
Initial Terminal Time**

- 34.1** Initial terminal time will be computed and paid for on the following basis:
- (a) Straight-away service - Diesel - electric locomotives obtained on shop track or other designated location.
- From time locomotive leaves shop track or other designated location until departure of train from initial passenger station.
- (b) Straight-away-service - Changing off on diesel-electric locomotives.
- Time occupied picking up and/or setting off a car (or cars) from their train, within fifteen (15) minutes of time required to report for duty, also all time in excess of fifteen (15) minutes from time required to report for duty until departure of train from initial passenger station.
- (c) Straight-away service - Electric locomotives,
- From time required to report for duty until departure of train from initial passenger station.
- (d) Time paid under sub-articles (a), (b) and (c) of this article will be computed on the minute basis at passenger rates of pay.
- (e) Short turnaround service - Diesel-electric locomotives, electric locomotives,

From time required to report for duty until departure from initial passenger station. Such time to be paid for on the minute basis at passenger rates of pay.

- (f) Time paid under sub-articles (c) and (e) of this **Article 34** will cover all service performed prior to time of departure from initial passenger station.

Article 35 Final Terminal Time

35.1 Final Terminal Time will be computed and paid for on the following basis:

- (a) Straight-away service - Diesel-electric locomotives delivered on shop track.

From time of arrival at final passenger station until locomotive is delivered on designated shop track.

- (b) Straight-away service-changing off on diesel-electric locomotives.

From time locomotive reaches final passenger station, until time of arrival at change-off point; also time occupied in picking up and/or setting off a car (or cars) from their train within fifteen (15) minutes of time of arrival at change-off point, this is not to involve a duplicate payment, and all time on duty in excess of fifteen (15) minutes from time of arrival at change-off point until released from duty.

- (c) Straight-away service - Electric locomotive,

From time of arrival at final passenger station, until time of registering off duty.

35.2 Time paid under **Article 35.1** will be computed on the minute basis at the applicable rate.

35.3 Time paid under **Article 35.1** may be used to the extent necessary to make up the basic day.

Article 36 Inspection Time

36.1 Locomotive engineers will be allowed fifteen (15) minutes after the time locomotives are delivered on designated shop track, **except as provided in Article 28**. Such time shall be allowed for performing duties required of them after their locomotive is delivered on the shop track at the end of a day's work.

36.2 Locomotive engineers will be allowed a minimum of fifteen (15) minutes after arrival at the station, change-off or designated point for the performance of inspection and such other duties as may be required.

36.3 The provisions of this **Article 36** do not apply to locomotive engineers acting as pilots.

36.4 Time paid under this **Article 36** will be used to the extent necessary to make up the basic day.

Article 37 Calling

- 37.1** Locomotive engineers will be called as far as practicable two (2) hours in advance of the time required reporting for duty, except in cases of emergency. At a home station, final inspection time of the preceding tour of duty will not be included in determining availability for a two (2) hour call. Where telephone service is available locomotive engineers will be called by telephone, except that other means may be used in cases of telephone system failure or when locomotive engineers are accommodated in facilities provided by the Corporation. Locomotive engineers assigned to regular runs will be called if request is made.
- 37.2** In cases where two (2) or more locomotive engineers are required for runs ordered for the same time, the locomotive engineer first-out shall have preference of jobs.
- 37.3** Locomotive engineers will be notified when called whether for straight-away or turnaround service and will be compensated accordingly. They will also be notified of the route over which the train is expected to operate if there is more than one route over which the train can to reach the objective terminal. Such notification will not be changed unless necessitated by circumstances which could not be foreseen at time of call, such as accident, locomotive failure, washout, snow blockade or where the line is blocked.

NOTE: Examples of the "Emergency" can be categorized as:

- (1) Accident;
- (2) Engine Failure;
- (3) Washout;
- (4) Line Blockage.

Errors in judgement or poor management will not be considered as an emergency.

- 37.4** Locomotive Engineers assigned to regular runs in the Quebec/Windsor corridor will not receive a call to report for duty when their assignment is operating on time.

NOTE: The following Article 37.5 is applicable in Districts 1, 2, 3, 4, and 6 only

- 37.5** Locomotive engineers may be called for turnaround service only when the distance from the initial terminal to the turnaround point is less than one hundred (100) miles.

Article 38 Called and Cancelled

- 38.1** Locomotive engineers called for service and afterwards cancelled will be paid a minimum of four (4) hours, 1/10th of the weekly rate. Locomotive engineers held in excess of four (4) hours after reporting for duty, before being cancelled, will be paid for all time so held on the minute basis.
- 38.2** Locomotive engineers cancelled after leaving shop track or designated track will be paid not less than eight (8) hours (1/5th of the weekly rate) and will retain their previous standing on the board.

38.3 Locomotive engineers who are allowed less than eight (8) hours under this Article will hold their turn out.

NOTE: The following Article 38.4 is applicable to Districts 1, 2, 3, 4, and 6 only.

38.4 This Article shall not apply to locomotive engineers who after reporting for duty are held on duty and used in service other than that for which originally called.

38.5 Locomotive engineers, who report for duty and are afterwards cancelled, will be permitted to book up to eight (8) hours rest at the home terminal and up to six (6) hours rest at other terminals without losing their turn.

Article 39 Deadheading

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

39.2 Locomotive engineers deadheading shall be credited with five (5) hours, or actual time if in excess of five (5) hours, from on duty time to off duty time.

39.3 When deadheading is coupled with service paid for on a straight-away basis the deadheading time and any dead time will be included with the time occupied in other service when computing overtime. The time will be paid at the highest rate applicable to any class of service performed, with a minimum of five (5) hours.

39.4 When combined service and deadheading involves a turnaround point, the provisions of **Article 54** will not apply, but the time at the turnaround point will be paid for under **Article 56**. Such time will be excluded when computing overtime.

39.5 Locomotive engineers deadheading to exercise seniority rights or returning after having done so will not be entitled to compensation therefore

39.6 Deadheading in connection with relief work which locomotive engineers have bid in or claimed on seniority basis, shall not be paid for, but when not so bid in or claimed and locomotive engineers are ordered by the Corporation to deadhead any such deadheading shall be paid for, except where locomotive engineers are forced to fill an assignment due to no applications being received.

39.7 When a locomotive engineer is ordered to deadhead, the Corporation will provide or arrange for transportation. When rail or public transportation is not available and a locomotive engineer is authorized to use their private automobile, they will be reimbursed at the rate of 50 cents per kilometre for the kilometres travelled via the most direct highway route.

39.8 Locomotive engineers ordered to deadhead by other than Rail Transportation, will be governed by the provisions of this Article and when such deadheading is paid separately from service, it will be paid at the minimum five (5) hours.

Article 40 Travel Allowance

40.1 Where locomotive engineers travel between yards or stations in one of the terminals listed in **Article 40.2** because:

- (a) Where it is their home terminal, they are required to report for duty in one yard or station and, on return to that terminal, are released from duty at another yard or station, or
- (b) Where it is their away-from-home terminal, they are released from duty at one yard or station and are required to report for duty for the next trip at another yard or station in that terminal, ‘and’:

They shall, where a travel allowance is specified in **Article 40.2**, qualify for such travel allowance and be provided with transportation between the points concerned free of charge.

***NOTE:** Locomotive engineers, who travel between locations as listed below irrespective of the next location they report for duty, will be paid the allowance specified.*

40.2

Terminal	Points Between Which Travelled	Travel Allowance
Halifax	Via Station – Fairview Roundhouse	30 minutes
	Via Station – Moncton Hump Yard	30 minutes
Quebec	Charny – Ste Foy (Rail or Bus Station)	15 minutes
	Charny – Lévis	45 minutes
	Charny – Quebec Central Bus Terminal	45 minutes
	Charny – Gare du Palais	45 minutes
	Ste. Foy – Lévis	60 minutes
Montreal	Central Station -Montreal Maintenance Centre	45 minutes
	Central Station - Montreal Bus Terminal	
Ottawa	Ottawa Station - Ottawa Bus Terminal	45 minutes
Sarnia	Sarnia Passenger Station - Port Huron Passenger Station	45 minutes

***NOTE:** Any additions, deletions or changes to the locations covered in **Article 40.2** are to be handled between the General Chair affected and the Director of Employee Relations.*

40.3 The travel allowance provided under the provisions of **Articles 40.1 and 40.2** hereof shall be at the rate of pay of the service completed at home terminal and at the rate of pay of the service for which ordered at the away-from-home terminal.

40.4 Payment made under this **Article 40** shall not result in a duplicate time payment.

**Article 41
Time Returns**

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

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

NOTE: Refer to article 17.5 b)

41.3 (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, by telephone, the issuance of a voucher to cover such shortage provided that:

(1) The amount short paid is at least eight (8) hours pay resulting in the employee having been paid less than eighty (80) hours pay in the two (2) week pay period, and

(2) The time return involved was submitted promptly in accordance with the provision of this Article.

(3) Such vouchers will be issued within three working days (i.e. excluding weekends and general holidays) of the employee's request.

(4) Vouchers will not be issued in respect to;

(i) Maintenance of earnings claims; and

(ii) Claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

**Article 42
Meals Passenger Service**

42.1 (a) Locomotive engineers are entitled to have a meal after a reasonable interval on duty in accordance with the provisions of **Article 42.1 to 42.6**, inclusive.

(b) Locomotive engineers 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 42.2**, 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 42.4**.

(c) In the application of this **Article 42**, where the words “supervisory employee” appears, they shall mean:

- (1) At the initial or final terminal, the Yardmaster or proper Corporation Officer where such are employed at that location; or
- (2) In all other cases, the train dispatcher.

42.2

- (a) At the initial terminal of their run, locomotive engineers shall have the option of using an available eating facility after four (4) hours on duty. This does not preclude the supervisory employee from instructing the locomotive engineer to take the opportunity to use an eating facility, if they so desire, after three (3) hours on duty. A locomotive engineer declining such opportunity will be deemed to have foregone the entitlement to use an eating facility at the initial terminal.
- (b) When a locomotive engineer exercises the option to use an eating facility after four (4) hours on duty, and the time taken in doing so exceeds forty (40) minutes, all time in excess of forty (40) minutes shall be excluded from the ten (10) hours or more on duty, or the eleven (11) hours or more on duty, as the case may be, in the application of **Article 10**. Time shall be calculated from the time transportation is made available to the locomotive engineer. This **Article 42.2 (b)** shall only apply in instances when the train is delayed solely as a result of the locomotive engineer using an eating facility.

42.3

Except as otherwise provided by **Article 42.2**, the first meal will consist of food carried for that purpose and this first meal will be taken without incurring delay to the train.

42.4

- (a) Locomotive engineers will be afforded the opportunity for a second meal provided that they have been on duty at least nine (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) Locomotive engineers 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 locomotive engineer to take the opportunity for a second meal prior to the expiration of nine (9) hours in instances where the train is delayed or is subject to delay. Locomotive engineers declining such opportunity will be deemed to have foregone the entitlement to a second meal during their tour of duty and will instead be automatically paid 40 minutes for that second meal.
- (c) Locomotive engineers who, pursuant to **Article 42.2**, 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 42.3**.
- (d) All members of the engine crew will take the opportunity for a second meal as a unit with the minimum time necessary to obtain the meal. Engine crews deadheading will take the opportunity for a meal as a unit at the same time as the working crew.

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

42.5

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

***NOTE:** In the application of **Article 42.5 (a)**, locomotive engineers, still in the process of yarding their train at the expiration of the one (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 forty (40) minutes for which a maximum of minutes work may be required before the locomotive engineer will be allowed to eat.*

- (b) This second meal will be taken in accordance with the provisions of **Article 42.4** except that a notice period of less than one (1) hour may be sufficient.
- (c) When time taken to obtain a meal at the final terminal occupies forty (40) minutes or less, no deductions will be made; if over forty (40) minutes is occupied, all time in excess of forty (40) minutes will be deducted from final terminal time.

42.6

- (a) When Locomotive engineers are allowed to use an eating facility, the Corporation will provide or arrange transportation to a facility at that location. Locomotive engineers will be reimbursed for authorized transportation expenses. Claim for such expenses must be submitted on VIA Form 75-A9510, accompanied by receipts.
- (b) The Corporation may designate the eating facility to be utilized.

Article 43 Learning Road

43.1

Locomotive engineers when required by the Corporation to learn the road will be paid for actual time consumed; not more than one round trip will be paid for unless specially authorized. If required to relearn a portion of the road they will be furnished with a pilot or paid the actual time spent; not more than one round trip will be paid for. Locomotive engineers when called upon to learn the road or pass examinations of other companies will be paid for the necessary deadheading performed on the Corporation's lines and for the time consumed on other lines in learning the road and passing the required examination on a pro rata hourly basis.

***NOTE:** Refer to Article 46 and Addendum 5.*

Article 44 Picking up and Setting out Diesel Units

44.1

Locomotive engineers called for service that are required to set out or pick up a diesel unit (or units) involving their locomotive consists will be paid an allowance of:

Effective

Jan 1/2000

\$6.82

- 44.2** The term “unit (or Units)” refers to a unit which is coupled in the locomotive consist and is in charge of the locomotive engineer making a claim under this article.
- 44.3** The allowance specified in **Article 44.1** shall be paid but once at each point where service is performed regardless of the time occupied or the number of units set out or picked up at such point.
- 44.4** Payments claimed pursuant to this Article will not be allowed on shop tracks and or at other locations where shop staffs are on duty and available to perform the work required.

***NOTE:** In application of this Article, a locomotive engineer who is required to pick up or set out a diesel unit(s), which cannot be multiplied with the road unit(s), and who is required to ensure that such unit(s) is prepared for dead-haul or is properly secured when setting out, will be paid the allowance provided herein.*

Article 45 Attending Locomotives

Housing and Taking Locomotive Out

- 45.1** Locomotive engineers will be paid on the minute basis, with a minimum of fifteen (15) minutes when required to put a locomotive in or take a locomotive out of the shop. Such time will be paid for at the rate per hour of the daily rate applicable, and will not be used to make up the basic day. Time so paid will not be included in computing overtime or terminal time. This Article will apply only when locomotive engineers are instructed to perform this work.

Switching Out Locomotives

- 45.2** Locomotive engineers who, upon reporting for duty, are required to switch out locomotive(s) for that tour of duty will be paid for the time so occupied on a minute basis over and above time paid for other service.

Assembling Locomotive Consist

- 45.3** Where, because of an absence of shop staff, locomotive engineers are required to assemble their own locomotive consists by obtaining locomotives from various tracks within the yard, they will be paid for time so occupied on a minute basis over and above time paid for other service.

Supplies for Locomotives

- 45.4** At points where maintenance forces are available locomotives will be dispatched in a clean condition and will be supplied with fuel, water, sand and drinking water. Locomotive cabins to be kept tidy and comfortable. Air conditioning will be in the cab.

**Article 46
Piloting**

- 46.1** Locomotive engineers acting as pilots will be paid from the time required to report for duty until time of registering off duty on completion of trip or day's work at the rate of pay applicable, except that articles dealing with inspection time shall not apply.
- 46.2** Locomotive engineers in charge of a locomotive over a subdivision with which they are not familiar will be furnished with a locomotive engineer, if available, as pilot, in addition to engine crew.

***NOTE:** In the application of **Article 46.2**, the number of trips over a particular subdivision during which a locomotive engineer is furnished a pilot before they are considered "familiar" with such subdivision will be the subject of local agreement between the appropriate Officer of the Corporation and the Local Chair of the **TCRC**. In the event the appropriate Officer of the Corporation and the local chairperson of the **TCRC** cannot agree to the determination of such number of trips, the matter will be resolved by the Regional Director Customer Service and the General Chair of the **TCRC**.*

If as a result of the above discussions the matter is still not resolved, the Corporation may determine the number of trips which it considers adequate, subject to the right of the General Chair to process the dispute as a grievance directly at Step 3 of the grievance procedure. In such proceedings, the burden will be on the Corporation to show that the number of trips for which a pilot is furnished is adequate.

**Article 47
Switching Limits**

Designation

- 47.1** Present switching limits will be designated by general notice at all points where yard engines are assigned, and will only be changed as necessitated by territorial extension of facilities. Copy of such notice will be forwarded to the General Chair.

Work outside Switching Limits

- 47.2** Locomotive engineers called to perform yard service within switching limits shall not be used in road service when road engineers are available except in cases of emergency. Locomotive engineers used in road service under conditions just referred to, shall be paid a minimum of one (1) hour, in addition to the regular yard pay, and without any deduction therefrom for the time consumed in road service.
- 47.3** **Article 47.2** does not apply to locomotive engineers in yard service who are required to assist trains out of the yard beyond the switching limits.

- 47.4**
- (a) In order to provide timely transportation service, yard crews may be used within a distance of fifteen (15) miles outside the established switching limits, to a maximum of twenty (20) miles where the first siding extends to within twenty (20) miles.
 - (b) Yard crews used outside of established switching limits in such circumstances during their tour of duty shall be compensated on a continuous time basis at yard rates and conditions.
 - (c) The application of this **Article 47.4** shall in no way have the effect of abolishing road switcher assignments.
 - (d) Yard crews used in excess of the miles outlined in **Article 47.4 (a)** will be governed by the provisions of **Articles 47.2 and 47.3**.

Article 48
Performing Special Service

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

Article 49
Protecting Service

Promotion to Locomotive Engineers Working List at Home Stations

- 49.1** Except as provided in **Articles 49.2 and 49.3**, when an additional locomotive engineer is required, the senior locomotive engineer not working as such assigned to the home station will be promoted to the locomotive engineers' working list.

Shortage of Locomotive Engineers at Home Stations

- 49.2** When all available locomotive engineers assigned to a home station have been promoted to the locomotive engineers' working list and further locomotive engineers are required, a shortage of locomotive engineers will be deemed to exist.
- 49.3** If by promoting available locomotive engineers at a home station to the locomotive engineer's working list there would result a need for the movement of Engine Service Employees from other home stations on the seniority district to protect service who would be senior to locomotive engineer to be promoted, or already promoted, a shortage of locomotive engineers will be deemed to exist.

Overcoming a Shortage of Locomotive Engineers at Home Stations by Bulletin

- 49.4** At any time when the Corporation can foresee that locomotive engineers will be required to move from one terminal to another terminal in order to avoid a shortage of locomotive engineers developing at a terminal, the Corporation may in advance of actual requirements, including in advance of changes of timetable, bulletin for seven (7) days to the seniority

District for applications from locomotive engineers who are prepared to proceed to the home stations requiring additional locomotive engineers on and if and when required basis.

- 49.5** A locomotive engineer not holding a regular assignment and a locomotive engineer not working as such are eligible to apply.

NOTE: Refer to Addendum 19

- 49.6** A locomotive engineer on leave of absence or on vacation with pay during the period of bulletin will be permitted to make application when they report for duty.

- 49.7** Successful applicants, providing they are not junior to the Senior locomotive engineer not working as such at the point where the shortage exists, and providing their absence will not create a shortage of locomotive engineers at their home station, will be required to respond when advised and must report at the point where the shortage exists as soon as practicable.

- 49.8** A successful applicant will not be permitted to displace engineers who have bid in positions at the point where the shortage exists.

NOTE: Refer to Addendum 20

- 49.9** Successful applicants will not be subject to recall to their home station unless it would otherwise require the movement of a locomotive engineer from another home station to the successful applicant's home station. Otherwise they will remain at that point as long as the shortage exists or until the next change of timetable, whichever occurs first. In either case they will be returned to their originating home station.

- 49.10** If released prior to the change of timetable, such release will be in reverse order of seniority. Locomotive engineers released prior to the change of timetable will be subject to recall to the point from which released in seniority order to protect locomotive engineers' positions until the positions are again bulletined at the next change of timetable.

- 49.11** The General Chair will co-operate with appropriate Corporation Officers in the application of **Articles 49.4 to 49.10**.

- 49.12** In the application of **Articles 49.4 to 49.11**, locomotive engineers who have moved to a home station to overcome a shortage of engineers will be permitted to exercise their seniority in order to overcome a shortage of engineers which may subsequently exist at another home station.

- 49.13** If a locomotive engineer is released at a change of timetable under **Articles 49.4 to 49.13**, such release will not be effective until a replacement locomotive engineer is available.

- 49.14** Locomotive engineers who protect service in keeping with **Article 49.4** will be paid for all time travelling to the point where the shortage exists in accordance with **Article 7.10**. This Article does not apply to locomotive engineers exercising seniority under **Article 49.13**.

Expenses Away From Home

- 49.15** Locomotive engineers who protect service in keeping with **Articles 49.4** will be allowed \$75.00 per day for meals and accommodations where such are not provided by the

Corporation or at Corporation expense. The allowance will be paid for each calendar day such locomotive engineers work or are available for work at or out of the point where the shortage exists, provided such point is not their normal place of residence, and will be allowed to occupy, when it is available, rest house accommodation or other existing Corporation facilities which have been altered or upgraded to provide suitable accommodation. .

***NOTE:** In the application of this **Article 49.15**, the payment of the \$75.00 per day allowance shall also apply to locomotive engineers who are required to learn the road at the point where the shortage exists.*

Article 50 Supplying Shortage

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

Article 51 Terminals

Definition

- 51.1** The following stations constitute terminals within the meaning of the term and may be eliminated or added to by giving the General Chair thirty (30) days' notice in writing and bulletining same on the Seniority District affected.

Stations	District
Biggar, Canora, the Pas, Thompson, Gillam and Winnipeg	Seventh Seniority District
Edmonton, Kamloops, Jasper, Smithers and Vancouver	Ninth Seniority District
Capreol and Hornepayne	Sixth Seniority District
Toronto	Fourth Seniority District
Ottawa and Montreal	Third Seniority District
Quebec	Second Seniority District
Campbellton	First Seniority District – Territory
Moncton	First Seniority District – Territory

Article 52 Service at Terminals and Turn around Points

- 52.1** Locomotive engineers making less than four (4) hours will be paid four (4) hours but will be required for further service (except in switching at yards where regular yard engines are on duty).

- 52.2** Locomotive engineers required performing switching at terminals or turnaround points where yard engine(s) are not on duty will be paid for such service on the minute basis from time switching is commenced until switching is completed at the daily rate applicable to the Locomotive and service performed. Time so occupied will not result in a double payment and may be used to make up the basic day.

Definition of Separate Run

- 52.3** Locomotive engineers in service used out of or at initial or final terminal to perform service other than that in connection with their train, before commencing or after completing trip, will be allowed a separate day for such work. It is understood, at terminals where no yard crew is available, that locomotive engineers may be required to do yard passenger switching, and will be considered as in continuous service.

Article 53

Tied Up Between Terminals

- 53.1** Locomotive engineers may be tied up at any point between the initial terminal and the point for which called and the tie-up point shall be recognized as the final terminal. Locomotive engineers so tied up shall be paid actual hours, for the road portion of the trip to the tie-up point but not less than a minimum basic day for the tour of duty, and from time tied up until again resuming duty will be compensated hour for hour, for the first eight (8) hours in each twenty (24) hours so held. When resuming duty a new day will commence. In the application of this Article it is not the intention the locomotive engineer will be left without an engine.
- 53.2** In the application of this Article, locomotive engineers ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.
- 53.3** Locomotive engineers will not be tied up under this Article except when it is possible for them to be relieved of all responsibility relating to the locomotive, and sleeping accommodation is furnished by the Corporation, consideration also to be given to the availability of eating facilities at the point tied up.

Article 54

Held-Away-From Home Terminal

- 54.1** (a) Locomotive engineers held away from their home terminal beyond thirteen (13) hours will be paid on a minute by minute basis for time held beyond the thirteen (13) hours. The time held under this Article will be computed from the time the employees go off duty until the time required to report for duty prior to the departure of the train on which they resume duty.
- (b) Alternatively to **Article 55.1 (a)**, employees in assigned service who are held at other than their home terminal and are off duty and available for service, will be paid the aforementioned hourly rate for all time so held beyond a period of five hours after the advertised departure time of the train they are assigned to operate.

- (c) This **Article 55** shall not apply in cases of wrecks, snow blockades or washouts (between the location at which held and the home terminal) on the territory to which such employees are assigned.
- (d) In order to avoid excessive held-away-from-home-terminal time, the Corporation may deadhead the locomotive engineers to the home terminal of their assignment and use other locomotive engineers to operate the assigned train.

Payments occurring under this **Article 55** shall be paid separate and apart from pay for subsequent service or deadheading.

NOTE: Refer to Article 7.2 (a)

Article 55
Service Out of Away From Home Terminal

- 55.1** Locomotive engineers will not be held at their away-from-home terminal to make more than one round trip or day's work at or out of away-from-home terminal without being returned to home terminal when possible to avoid it.
- 55.2** Locomotive engineers run off their assigned subdivisions will not be held at away-from-home terminal to make more than one round trip or day's work at or out of away-from-home terminal without being returned to home terminal when possible to avoid it.

Article 56
Home Stations

NOTE: This Article 56 is applicable in Districts 7 and 9 only

Definition

- 56.1** Home station means a terminal designated by the Corporation and the locomotive engineers' General Chair as the headquarters of locomotive engineers on various runs.

Establishment

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

Jurisdiction

- 56.3** Except when otherwise arranged between the General Chair and the appropriate Officer of the Corporation, the following will apply when establishing the home station of assigned or unassigned service.
 - (a) Trains operating over territory entirely under the jurisdiction of one home station will be manned from that station.

(b) Trains operating over only a portion of a subdivision will be manned by the home station from which the run begins.

(c) Trains operating over territory under the jurisdiction of two or more home stations and running between two home stations will be manned from the station having the greatest amount of mileage in the territory over which the trains operate.

(d) Trains operating over territory under the jurisdiction of two or more home stations and only touching one home station will be manned from that station.

(e) Trains which operate over territory of two or more home stations but do not touch any home station will be manned from the station having the greatest amount of mileage in the territory over which trains operate.

Article 57 **Transfers between Home Stations**

NOTE: The following Article 57 is applicable in Districts 7 and 9 only

Superior Service

57.1 Except as provided in **Article 57.3**, a locomotive engineer may elect a permanent transfer from one home station to another from the spare board to a regular assignment if unable to hold a regular assignment at their home station.

(a) Will be considered permanently transferred if they transfer to another home station for "superior service", i.e. spare board to regular assignment.

(b) From the spare board to assigned service if unable to hold an assigned service at their home station:

57.2 When a locomotive engineer desires to transfer under the provisions of **Articles 57.1 and 57.2**, they will indicate the home stations(s) of their choice to the appropriate Officer of the Corporation who will ascertain where they can hold. The appropriate Officer of the Corporation will move the locomotive engineer's clearance as ascertained.

Reporting

57.3 A locomotive engineer transferring to another home station will report as soon as practicable.

Learning the Road

57.4 When a locomotive engineer transfers to another Territory, which is unfamiliar to them, they must make trip(s) with another locomotive engineer to learn the road, or if a locomotive engineer is called to work such a trip, they will be compensated under the provisions of the Collective Agreement, if there are no qualified locomotive engineers available.

Writing Operating Rules of another Railway

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

Transportation of Household Goods

57.6 When a locomotive engineer transfers the Corporation will furnish free transportation for their family and household goods.

Not Required to Exercise Seniority

57.7 Except as otherwise provided in this Collective Agreement, a locomotive engineer not working as such will not be required to exercise their seniority on the seniority district.

**Article 58
Sleeping Quarters**

58.1 The Corporation will supply comfortable and sanitary sleeping quarters where required.

58.2 Where employees are accommodated in quarters provided by the Corporation, such quarters will be equipped with spring beds, mattresses, blankets, sheets, towels, pillows and pillow cases, screen doors and windows, cook stoves and cooking utensils, free of charge. Lavatories and washroom facilities will be supplied where sewer connection is available.

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

58.4 Sleeping and eating facilities are to be for the use of locomotive engineers and shall be kept in good condition.

**Article 59
Transportation of Household Effects**

59.1 Locomotive engineers moving from one terminal or home station to another in the exercise of seniority rights will, when necessary, receive free transportation for themselves, dependent members of their families and household effects, in accordance with Corporation's regulations.

**Article 60
Introduction of Electric or Other Motive Power**

60.1 When electric or other motive power is introduced as a substitute for diesel-electric locomotives on trains operated or controlled by VIA Rail, locomotive engineers governed by this Collective Agreement shall have preference to positions as locomotive engineers.

New Type of Motive Power

60.2 In the event that any new type of motive power is introduced and the rate provided therefor, is not, in the opinion of the General Committee, equitable, such rate shall be subject to

negotiation between the General Committee of the **Teamsters Canada Rail Conference** and the proper Officer of the Corporation.

**Article 61
Printing of Collective Agreement**

61.1 The Corporation undertakes the responsibility for the printing of collective agreement(s) as may be required from time to time and will absorb the cost of printing however printed copies shall be provided to the Local Chair, Vice General Chair and General Chair **in sufficient copies** within one hundred and twenty (120) days of ratification.

Additionally, the Corporation shall, within one hundred and twenty 120 days of ratification, provide **electronic** copies of the Collective Agreement to the Local Chair, Vice General Chair and General Chair.

In all cases, this will include such costs incurred with the printing and delivery of updated pages.

**Article 62
Duration of agreement**

This Collective Agreement shall continue in force until **December 31st, 2025** and thereafter subject to four months' notice in writing from either party of its desire to renew or revise said agreement. Such notice may be served at any time subsequent to **August 31st, 2025**.

Dated in Montreal the 17 day of January, 2024

For VIA Rail Canada Inc.

For Teamsters Canada Rail Conference.

DocuSigned by:

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Chief Human Resources Officer

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Director, Employee Relations

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Manager, Train Operations

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Advisor, Regulatory Affairs and Safety

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Tracy Russett
Vice General Chair, Western Regions

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Dale Dunn
Vice General Chair, Central Region

**Addendum 1
Consolidation Agreement**

Between

Teamsters Canada Rail Conference
(Hereinafter referred to as the “**TCRC**”)

And

VIA Rail Canada Inc.
(Hereinafter referred to as the “**Corporation**”)

WHEREAS the Brotherhood and the Corporation had operated under the terms of Collective Agreement 1.1 and Collective Agreement 1.2 since 1987;

AND WHEREAS the TCRC and the Corporation had operated under the terms of Collective Agreement 1.4 since 2003;

AND WHEREAS there have been many changes to the Collective Agreements by negotiations, awards and judgements since that time;

AND WHEREAS the parties have undertaken to complete a single collective agreement that included all said changes;

AND WHEREAS the consolidation process involved the exclusion of certain articles and addenda;

THE PARTIES HERETO AGREED AS FOLLOWS:

1. The Articles and Addenda listed as Schedule “A” attached hereto previously formed part of Collective Agreement 1.1 and/or Collective Agreement 1.2. These Articles and Addenda are not included in and do not form part of Collective Agreement 1.4.
2. Any Article or Addendum listed in Schedule “A” hereto can be included in and form part of Collective Agreement 1.4 upon 60 days’ notice in writing delivered to the other party. For the Brotherhood, such notice must originate from the General Chairman of the region directly affected by the Article or Addendum to be included.

For the Corporation, such notice must originate from the Director of Labour Relations. The 60-day notice period may be amended by mutual consent of the General Chairman and the Director of Labour Relations.

3. Any Article or Addenda included in Collective Agreement 1.4 by operation of this agreement will not be acted upon by either party until the expiration of the notice period as prescribed or amended by mutual consent.
4. In the event of a dispute between the parties regarding the exclusion or inclusion of any Article or Addendum listed in Schedule "A" hereto or the application of this agreement, the matter will be resolved under the grievance procedure contained in Collective Agreement 1.4. A grievance may be initiated at Step 3 of the grievance procedure to expedite the resolution of the matter.

The parties wish to recognize the concerted effort put forth by the following members of the joint labour-management committee charged with the task of reviewing the previous document and making the recommendation's contained within the remodeled collective agreement.

Carney Woods
Manager, Crew Management Office
Montreal

Shawn Barr
Locomotive Engineer
Kamloops

Simon Laporte
Manager, Transportation,
Montreal

Benoit Collet-Lafontaine
Locomotive Engineer
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Grant Jamie Crawford
Manager, Transportation,
Toronto

Fred Boimistruck
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Robin Nagy
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Winnipeg

Geoff Reader
Locomotive Engineer
Winnipeg

Alisha Puello
HR Business Partner
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*** This Addendum was modified on January 12, 2023**

For VIA Rail Canada Inc.

For Teamsters Canada Rail Conference.

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Schedule "A"
Shelved Articles, Appendices and Addenda
Collective Agreements 1.1, 1.2

Shelved Articles, Appendices and Addenda Agreement 1.1

Article 1	Rate of Pay 1.3 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.15, 1.16, 1.17, 1.18, 1.19,
Article 2	Guarantees
Article 3	Basic Day 3.1, 3.2, 3.3.
Article 4	Preparatory Time 4.2, 4.3, Freight Service.
Article 5	Initial Time - 5.2, 5.3, 5.4, 5.5, 5.6, 5.7.
Article 6	Final Time - 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12. Freight Service
Article 7	Inspection Time 7.3, Freight Service
Article 9	Overtime
Article 10	Called for straight Away or Turnaround Service. 10.3, 10.4.
Article 12	Switching at Initial or Final Terminal Freight Service.
Article 13	Release at Final Terminal Freight Service.
Article 14	Road Switcher Service.
Article 15	Snow Plow Service.
Article 16	Work Train Service. 16.12
Article 17	Conversion Rule.
Article 18	Assisting Trains, Doubling Grades, Etc.
Article 23	Regular Assigned Locomotive Engineers Operating Late or Cancelled 23.2, 23.3, 23.4, 23.5, 23.7, Plus Notes.
Article 24	Tied up Between Terminals 24.2, 24.3.
Article 28	Meals Road Service 28.1, Plus Note.
Article 30	Rates of Pay
Article 31	Guarantees
Article 32	Basic Day
Article 33	Preparatory Time
Article 34	Inspection Time
Article 35	Overtime
Article 36	Work Week
Article 37	Operation of Yard Assignments
Article 38	Lunch Time
Article 39	Rest

Article 40	Cancellation of Regular Yard Assignments
Article 41	Switching Limits
Article 42	Other Service
Article 45	Promotion, Establishment and Retention of Seniority. 45.1, 45.2, 45.4, 45.5.
Article 47	Advertising and Filling of Positions. 47.4, 47.5, 47.6, 47.8.
Article 48	Advertising and Filling of Positions Second Seniority District. 48.4, 48.5, 48.6.
Article 54	Running of Locomotive Engineers 54.5.
Article 65	Mileage Regulations.
Article 72	Time Returns 72.2A
Article 82	Sleeping Quarters 82.5.
Article 84	Locomotives, Generator Units and Motor Coaches 84.7.
Appendix A	Weight on Drivers
Appendix B	Overtime Tables
Addendum 2	Rate Differential between Eastern and Western Canada
Addendum 3	Compensation Relationship
Addendum 4	Rates of Pay and Working Conditions on St. Clair Tunnel Property
Addendum 6	Rates of Pay – Mount Royal Tunnel Service
Addendum 7A	Manning and Operation of GO Commuter Trains
Addendum 8	Definition of Main Track Switches – Montreal Terminal
Addendum 11	Running of Regularly Assigned Locomotive Engineers at Away – From – Home Terminals on Atlantic Region When Trains are Running Late or Cancelled
Addendum 13	Application of Article 26 – Service Out of Away–From–Home Terminal – to Unassigned Locomotive Engineers at Napadogan, N.B.
Addendum 18	Filling of Motormen’s Positions at Oshawa
Addendum 19A	Status of Former Employees of the Cornwall Street Railway
Addendum 19 B	Seniority and Preference Rights of Certain Former Employees of the Cornwall Street Railway
Addendum 20	Conditions Governing the Service of Certain Employees Hired as Locomotive Engineers on the Sixth Seniority District
Addendum 23	Filling of Assignments at Outpost Stations on the First and Second Seniority Districts
Addendum 24	Advertising and Filling of Locomotive Engineers’ Positions at New Carlisle and Campbellton
Addendum 26A	Advertising and Filling of Temporary Vacancies at Certain Stations Subsidiary to Montreal on the Second Seniority District

Addendum 26 B	Advertising and Filling of Temporary Vacancies at Certain Stations Subsidiary to Montreal on the Third Seniority District
Addendum 26 C	Advertising and Filling of Temporary Vacancies at the Subsidiary Stations of Cornwall and Brockville
Addendum 31 A	Second Employee in the Cab of Conventional Passenger Trains when Fire/Helpers not Available
Addendum 31 B	Conditions in Respect to the Use of Locomotive Engineers as the Second Employee in the Cab
Addendum 31 C	Filling of Vacancies on Conventional Passenger Trains at Change – Off Points when no Locomotive Engineers Available
Addendum 31 D	Filling of Vacancies as the Second Employee in the Cab on Third, Fourth and Sixth Seniority Districts
Addendum 32 A	Use of Fire/Helpers to Relieve Locomotive Engineers at Away– From–Home Terminals
Addendum 32 B	Use of Other Employees to Relieve Locomotive Engineers at Away– From–Home Terminals
Addendum 34 A	Protecting Service on Trains out of Toronto to London, Sarnia and Belleville
Addendum 34 B	Protecting Service on Trains out of Toronto to London
Addendum 35	Establishing Turn for Sarnia Unassigned and Spare Board Locomotive Engineers out of Away–From–Home Terminal of Toronto
Addendum 36	Establishing Turn for Belleville Unassigned and Spare Board Locomotive Engineers out of Away–From–Home Terminal of Toronto
Addendum 37	Use of Spare Board Locomotive Engineers in Yard or Hostling Service on the Sixth Seniority District
Addendum 38	Protecting Service on Trains Detoured via Longlac and Thunder Bay
Addendum 39	Application of Articles 54.13 and 54.14 of Article 54 – Running of Locomotive Engineers – to Spare Board Locomotive Engineers at Hornepayne and Capreol
Addendum 40 A	Locomotive Engineers on London Spare Board Booking Rest
Addendum 40 B	Locomotive Engineers on Niagara Falls Spare Board Booking Rest
Addendum 40 C	Locomotive Engineers on Hamilton Spare Board Booking Rest
Addendum 40 D	Locomotive Engineers on Kitchener Spare Board Booking Rest
Addendum 40 E	Locomotive Engineers on Sarnia Spare Board Booking Rest
Addendum 44 A	London – St. Thomas
Addendum 44 B	Hamilton - Brantford
Addendum 44 C	Toronto – Oshawa

Addendum 44 D	Hamilton - Simcoe
Addendum 44 E	Toronto – Oakville, Clarkson, Port Credit, Ajax
Addendum 44 F	London – Ingersol, Woodstock
Addendum 44 G	Belleville – Trenton, Colbourg, Kingston
Addendum 44 H	Hamilton - Burlington
Addendum 44 J	Fort Erie – Port Colborne
Addendum 44 K	Kitchener – Guelph, Stratford, Goderich
Addendum 44 L	Belleville - Peterborough
Addendum 44 M	Windsor - Chatham
Addendum 44 N	Toronto - Bradford
Addendum 44 P	Toronto - Stouffville
Addendum 44 Q	Hamilton - Jarvis
Addendum 45	Payment of Travel Allowance to Certain Toronto Locomotive Engineers Called to Perform Service at Malport Yard
Addendum 46	Payment of Travel Allowance to Samia Road Service Locomotive Engineers Reporting for or Released From Duty at Port Huron, Michigan
Addendum 54 A	Annual vacation for Employees Performing Service as Locomotive Engineer and Fire/Helper on Great Lakes Region
Addendum 54 B	Annual vacation for Employees Performing Service as Locomotive Engineer and Fire/Helper on St. Lawrence Region
Addendum 55	Splitting of Annual Vacation Entitlement
Addendum 56 A	Introduction of Remote Controlled Locomotives
Addendum 56 B	Introduction of Remote Controlled Locomotives in Hump Yards
Addendum 57 B	Marshalling of RSC Equipped Locomotives in Locomotive Consist
Addendum 60	Article H MacKenzie Award
Addendum 61	Yard Closure Agreement Montreal – Toronto UTU, BLE
Addendum 62	Collective Agreements 2.1, 2.3
Addendum 63	Collective Agreement 12 UTU

Shelved Articles, Appendices and Addenda Agreement 1.2

Article 1	Rates of Pay 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.12, 1.13, 1.14 and 1.15.
Article 2	Guarantees.
Article 3	Basic Day
Article 4	Preparatory Time 4.2

Article 6	Overtime
Article 7	Basis of Pay-Work Train Service
Article 7a	Use of two Locomotive Engineers in Auxiliary Service
Article 8	Home for Saturday and/or Sundays Work Train Service
Article 9	Short Runs
Article 10	Limits to Turnaround Freight Service
Article 11	Detention and Switching at Initial and Final Terminals and at Turnaround Points 11.2, 11.3 and 11.4.
Article 12	Release at Final Terminal
Article 13	Detention and Switching at Intermediate Terminals
Article 14	Motor Car Service
Article 15	Switching at Railway Junction Points
Article 16	Switching Industrial Spurs-Freight Service
Article 17	Work Train Service
Article 18	Conversion to Way-freight Rates
Article 19	Snow Plow and Flanger Service
Article 25	Doubling and Side Trips
Article 26	Engine Failure and Changing Off Between Terminals
Article 27	Light Engine Movement
Article 29	Tied Up Between Terminals 29.2 and 29.4.
Article 31	Running of Locomotive Engineers in Regular Assigned Service. 31.6 and 31.10.
Article 32	Running of Locomotive Engineers in Pool Service
Article 33	Manning Permanent Vacancies and New Assignments 33.3(b), 33.9, 33.10, 33.11, 33.12, 33.13 and 33.14.
Article 36	Rates of Pay
Article 37	Guarantee
Article 38	Basic Day
Article 39	Preparatory Time
Article 40	Inspection Time
Article 41	Overtime
Article 42	Five Day Work Week for Regular Assigned Locomotive Engineers
Article 43	Starting Time
Article 44	Creation and Abolishment of Regular Assignments
Article 45	Cancellation of Regular Road Assignments
Article 46	Designation Point for Going on and Off Duty

Article 47	Other Service
Article 48	Meals
Article 49	Rest
Article 50	Off Duty
Article 51	Manning Vacancies
Article 52	Relieving Locomotive Engineers in Yard Service at Subsidiary Stations
Article 54	Introduction to Electric or Other Motive Power 54.3
Article 55	Condition of Locomotives 55.3
Article 56	Transfer to Construction Department 56.13
Article 57	Home Stations 57.3(f)
Article 58	Transfers between Home Stations 58.16
Article 60	Terminals 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 60.10, 60.11, 60.12, 60.13
Article 61	Switching Limits 61.2.
Article 62	Spare board Operation 62.2, 62.3, 62.5, 62.8, 62.9, 62.10, 62.11
Article 64	Mileage Regulation
Article 72	Attending Meetings Local Chairman
Article 83	Starting Rates
Appendix A	Weight on Drivers
Appendix B	Overtime Tables
Appendix C	Appraisal Procedure
Addendum 2	Normal Working hours
Addendum 5	Relief at Away – From – Home Terminal
Addendum 6	Accommodation In Connection With Shortage of Locomotive Engineers
Addendum 7	Switching Limits Greater Vancouver Yard
Addendum 8	Greater Vancouver Terminal
Addendum 9	Greater Vancouver Terminal Transportation as Amended by the Arbitrator's Award of June 1, 1989
Addendum 10	Road Switcher within Switching Limits
Addendum 11	Allotting Vacation on Preponderance of Service
Addendum 12	Yard Service Sixth Shift Winnipeg
Addendum 13	Splitting Vacations
Addendum 15	Relief at Away–From–Home Terminal
Addendum 17	Mileage Regulation Locomotive Engineers / E.S.B.
Addendum 21	Second Employee in the Cab
Addendum 22	Second Employee in the Cab
Addendum 23	Two Locomotive Engineers on Auxiliary

Addendum 27	Kamsak to Canora Transfer
Addendum 27A	Kamsak to Canora Transfer
Addendum 36	Transfer Cabooses
Addendum 37	Accommodations Blue Fleet Cars
Addendum 39	Revenue Switching
Addendum 40	Minimum Number of Tracks
Addendum 41	Basic Rate Relationship through Freight Service
Addendum 42	Operating Light Engines outside Switching Limits
Addendum 43	New Discipline Program
Addendum 45	Transfers between Home Stations E.S.B.
Addendum 47	Meals and Accommodation when Assigned or Forced to Outpost Terminal
Addendum 48	Payment for Local Chairmen at Corporation – Initiated Meetings
Addendum 54	Remote Controlled Locomotives
Addendum 56	Payment of an Allowance to Locomotive Engineers Required to Report at Symington Yard Prior to Deadheading From Winnipeg Station or Bus Depot
Addendum 57	Payment of Lost Time to Employees Summoned for Jury Duty
Addendum 58	Use of Yard Crews Outside of Established Switching Limits
Addendum 59	Starting Rates
Addendum 60	Herding Diesel Units between Yards of a Terminal
Addendum 63	Article H Mackenzie
Addendum 64	Collective Agreements No.2.1, 2.3
Addendum 65	Collective Agreement No.11 UTU

In accordance with “Appendix C” of the Memorandum of Agreement signed on **October 20th 2017**, the following Articles and Addendum’s of Collective Agreement no. 1.4 are excluded:

Article 3	Hours of Service and Overtime - 3.7, 3.8 and 3.10
Article 22	Broken Time
Article 24	Annual Vacation – 24.14 NOTE (1)
Article 101	Condition of Locomotive
Article 102	Seniority Boundaries
Article 103	Home Stations – 103.3 (f) and 103.4
Article 104	Transfers between Home Stations – 104.1 (a) and (c), 104.2, 104.3, 104.4, 104.6, 104.7, 104.9, 104.10, and 104.13
Article 105	Protecting Service
Article 108	Spare Board Operation – 108.2, 108.4, 108.5

Article 109	Assignment of Locomotive Engineers – Board assignment – 109.4 to 109.6, 109.15 – Yard service
Article 111	Called and Cancelled
Article 112	Deadheading – 112.5
Article 113	Hostling
Article 114	Time Returns – 114.1 to 114.3
Article 116	Leave of Absence and filling Excepted Positions – 116.7
Article 117	General Holidays
Article 150	Attending Locomotives
Article 151	Running of Locomotive Engineers In Regularly Assigned Service – 151.1 and 151.2
Article 152	Manning Permanent Vacancies and New Assignments – 152.1 to 152.3; 152.6 to 152.11; 152.13 to 152.16
Article 153	Manning Temporary Vacancies
Article 201	Definition of Qualified and Promoted Locomotive Engineers – 201.3
Article 202	Promotion, Establishment and Retention of Seniority – 202.1 and 201.2
Article 204	Advertising and Filling of Positions First Seniority District
Article 205	Advertising and Filling of Positions Second Seniority District
Article 206	Advertising and Filling of Positions Third, Fourth and Sixth Seniority Districts – 206.1 (3), (5) and NOTE, 206.17, 206.18, 206.21 (d)
Article 208	Filling of Vacancies and Extra Engines in Yard Service by Regularly Assigned Locomotive Engineer
Article 209	Filling of vacancies when Spare Board Locomotive Engineers not available
Article 210	Filling of Locomotive Engineer Vacancies in the Cab – 210.1
Article 211	Running of Locomotive Engineers – 211.7 to 211.10, 211.11 (b) and NOTE,
Article 212	Exercising Seniority when Reductions Take Place First Seniority District
Article 213	Exercising Seniority when Reductions Take Place Second Seniority District
Article 215	Protecting Service – 215.12
Article 218	Deadheading
Article 221	Leave of Absence and Filling Excepted Positions
Article 222	Time Returns
Article 224	Attending Locomotives – 224.1, 224.5, 224.8 to 224.10
Article 225	Service in United States
Article 251	Calling
Article 257	Running off Seniority Districts
Addendum 1	Remuneration to General Provisions
Addendum 2	Locomotive Engineer Training Program Joint Training Program

Addendum 3	Locomotive Engineer Training Program 2 Week Course Re: Addendum 4
Addendum 5	Held off for Investigation
Addendum 7	Participation of Locomotive Engineers In the Training of Students Re: Addendum 5
Addendum 8	Use of Radio Communications System
Addendum 9	Eating En Route
Addendum 12	Vacation of Brotherhood Officers
Addendum 13	Maintenance of Earnings
Addendum 14	Yardmaster Agreement 4.2
Addendum 102	Spare Board Recall
Addendum 103	Responsibility When Training Student: Re: Addendum 5
Addendum 104	Selecting Locomotive Engineer Trainees: Re: Addendum 5
Addendum 105	Allotting Vacation on Preponderance of Service (E.S.B.'s)
Addendum 106	Training Agreement: re: Addendums 5 and 6
Addendum 107	Reports on Locomotive Engineer Trainees: Addendums 5 and 6
Addendum 108	Vacation Pay Calculation
Addendum 109	Declaring Home Station for E.S.B.'s on Completion of Training
Addendum 110	Picking up and Setting out Diesel Units En Route
Addendum 111	Protecting Service Re: Transportation Arrangements
Addendum 112	Expenses for Lodging and Meals
Addendum 113	Emergency Defined
Addendum 114	New Discipline Program
Addendum 115	Lost Time – Medical Examinations
Addendum 118	Resuming Duty after being off for Miles or Vacation
Addendum 119	Resuming Duty after being off for Miles or Vacation
Addendum 201	Final Terminal Time at Toronto
Addendum 202	Payment for Side Trips on Regular Assignments in Turnaround Service
Addendum 204	Inclusion of Malport Yard as One of a Series of Yards Comprising Toronto Terminal
Addendum 206	Merging of Territories “A” and “F” of First Seniority District
Addendum 207	Conditions With Respect To the Training and Qualifications Of Employees as Locomotive Engineers: Re: Addendum 6
Addendum 208	Establishment of a Home Station for Employees Completing the Locomotive Engineers Training Program
Addendum 210	Operation of Freight Trains between Pelletier and St. Andre

	(Now the Pelletier Subdivision)
Addendum 211	Advertising and filling of Temporary Vacancies on Territories “B”, “C”, “D”, “F” and “K” of the First Seniority District
Addendum 212	Exercise of Seniority by Fourth Seniority District Locomotive Engineers Home-Stationed at Toronto while Filling Regular Assignments In Yard, Transfer, or Road Switcher Service
Addendum 213	Advertising of Spare Board Positions on the Sixth Seniority District
Addendum 214	Protecting Passenger Service between Ottawa and Brockville
Addendum 215	Unassigned Locomotive Engineers at Ottawa Booking Rest
Addendum 216	Suspension of Paragraph 58.5 of Article 58 – Protecting Service
Addendum 219	Application of Mileage Regulations in Connection with the Regulation of Spare Boards
Addendum 221	Trial Project re: Administration of Rule “G”
Addendum 222	Annual Vacation for Employees Performing Service as Locomotive Engineer and Trainman/Yardman
Addendum 223	Marshalling of Locomotives with Comfort Cabs in Locomotive Consist
Addendum 224	Spare Board Recall
Addendum 226	Letter in Reference to Yards Parked: Re: Addendum 13

In accordance with Article 5 of the Memorandum of Agreement signed on **January 12, 2023**, the following Articles and Addendum’s of Collective Agreement no. 1.4 are excluded:

Article 52	Service at Terminals and Turn around Points. 52.4
Addendum 2	Crew Consist Adjustment Agreement
Addendum 21	Crew Display Monitors and Code a Phone System

Addendum 2
Duties of Locomotive Engineers
During Preparatory and Inspection Time

SECTION A
General

As the result of Conciliation Board proceedings under the chairmanship of Judge J.C. Anderson and subsequent negotiations with the Brotherhood of Locomotive Engineers, a System Bulletin dated April 6, 1962 was posted by the Corporation defining the duties of locomotive engineers during preparatory and final inspection time.

In defining the duties required of locomotive engineers when taking charge of or before leaving an engine under normal conditions, it was contemplated that the work outlined in each category would be completed within the respective time allowances provided in the preparatory and inspection time provisions of the collective agreements.

It is essential that line supervisors appreciate the division of responsibilities between equipment maintenance staff and locomotive engineers in assessing responsibility for malfunction or equipment failures in service. Any requirement pertaining to the serviceability or condition of engines not specified in the bulletin as a responsibility of locomotive engineers are recognized as the responsibility of the equipment maintenance forces. From the System Bulletin which is reproduced in Section B of this Addendum, it will be noted that locomotive engineers are not expected to assume responsibility for equipment failures which occur while the engine is in their charge, providing that the failure is not associated with the duties specified in Section B or is not the result of their improper operation of the equipment.

Section B does not attempt to define the action to be taken by a locomotive engineer if the equipment is found to be defective or if other abnormalities are noted; the corrective action to be taken is well established by rules, instructions or by precedent.

During negotiations on this subject in 1962, the Corporation agreed that before any change is made in the duties listed in Section B, the Corporation would talk to the Brotherhood representatives in respect to the proposed changes but the right to change remains solely in Management's discretion.

Bulletins will not be issued at line level which would tend to modify or revise the duties listed in Section B of this Addendum, unless the proposed changes in the duties have first been discussed with the Brotherhood. The issuance of bulletins, which would clarify the duties, will be minimized and the General Chairmen of the Brotherhood will be informed of any clarification prior to issuance.

This Addendum relates to the periods of time when a locomotive engineer takes charge of or releases an engine. Any duty which may be performed by a locomotive engineer or which a locomotive engineer may be responsible to ensure is performed by others during a road trip or yard shift is simply a normal duty expected of him and unless otherwise provided, no additional compensation is contemplated for its performance.

Nothing contained in this Addendum in any way lessens the requirement for the performance by locomotive engineers of such other duties as may be required under the provisions of articles 7.2 and 12.2 (now articles 4.2 and 7.2, respectively) of Agreement 1.1 and Articles 6, 8, 14 and 16 of Agreement 1.2; nor does it alter the obligations of locomotive engineers in regard to switching in connection with their own train and detention under Articles 7 and 15 of Agreement 1.2.

Should some doubt arise concerning any duty required of a locomotive engineer this should in all cases be performed and if the employee or the Brotherhood feels that an injustice exists, the matter can be processed through the proper channels.

During national negotiations which culminated in agreement in February 1974, the Brotherhood representatives expressed concern about the use the Corporation may make of this Addendum.

During negotiations the Brotherhood did not seriously object to situations where locomotive engineers took charge of engines at points where maintenance staff was not now available. Nor did they take strong exception to locomotive engineers performing the types of duties described in this Addendum at locations where no reasonable workload for maintenance staff exists.

The latter situation normally applies at subsidiary terminals and at locations where shop staff has not been employed for a number of years, if at all. However, the Brotherhood was concerned that the Corporation would utilize this Addendum to withdraw shop maintenance forces from existing maintenance points and transfer the residual duties and responsibilities to locomotive engineers who take charge of diesel units at such locations.

The Corporation assured the Brotherhood that it is not the Corporation's intention to use this Addendum as a vehicle to withdraw shop maintenance staff where a reasonable workload still exists by transferring the work formerly performed by such employees to locomotive engineers.

The Corporation informed the Brotherhood that prior to any decision being taken with respect to the removal of shop maintenance staff from locations where they are now employed, the Vice-President Operations, or his delegate, will review the Regional plans. If the removal of shop maintenance staff would have a material effect on the duties expected of locomotive engineers at such locations, a final decision on the proposed change will not be made until the entire matter has been fully discussed with the Brotherhood General Chairmen involved.

The Corporation has agreed that to speed up the handling of disputes concerning this Addendum, a dispute concerning its application may be processed initially directly to the Regional Vice-President at Step 3 of the Grievance Procedure.

It is the intention that in the application of this Appendix each situation be carefully analyzed by the Region involved and in so doing try to avoid legitimate complaints or grievances from the Brotherhood of Locomotive Engineers.

This Addendum is intended to clarify and consolidate the contents of the Corporation letter dated April 2, 1962; System Bulletin dated April 2, 1962; Supplement to System Bulletin dated March 19, 1968 and Corporation letter dated February 13, 1974. Although the Corporation letters and attachments referred to therein are deleted from Agreements 1.1 and 1.2 they will nevertheless remain a matter of record in case of disputes concerning the application of this Addendum.

SECTION B
Basis of Payment to Locomotive Engineers
for Preparatory Time and Final Inspection Time

Except as outlined below, inspection and maintenance of engines are the responsibility of railway maintenance staffs. Locomotive engineers are required to perform the following duties for which they will be paid preparatory and final inspection time.

Preparatory Time

UNDER ALL CIRCUMSTANCES WHEN
REPORTING FOR DUTY

1. Sign appearance sheet where required.
2. Comply with requirements of Rule 3 of Uniform Code of Operating Rules.
3. Read and sign bulletins and instructions where required.

TAKING CHARGE OF A DIESEL LOCOMOTIVE
OR AN ELECTRIC LOCOMOTIVE AT A
MAINTENANCE POINT

1. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
2. Ensure that all hand brakes are released.
3. Ensure that approved flagging equipment is on the locomotive.

TAKING CHARGE OF A DIESEL LOCOMOTIVE
OR AN ELECTRIC LOCOMOTIVE AT A
RUN-THROUGH POINT

1. Examine report 538-D of the incoming engineer.
2. Check headlight and classification lights.
3. Ensure that approved flagging equipment is on the locomotive.
4. Perform required brake test.

TAKING CHARGE OF A DIESEL LOCOMOTIVE
OR AN ELECTRIC LOCOMOTIVE WHERE
SHOP STAFF IS NOT AVAILABLE

1. Start-up engines in prescribed manner if shut down (on electric locomotive start M.G. set and air compressor).

2. Ensure that air brake control devices are properly positioned; that air compressor(s) is working normally and that air gauges indicate pressures required for service.
3. Check headlight, classification lights and backup light.
4. Check that fire extinguishers are in their proper location.
5. Ensure that approval flagging equipment is on the locomotive.
6. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
7. Test the bell, whistle and sanders.
8. Check that the steam generating system is operating as required; check water supply.
9. Ensure that hand brakes are released; remove wheel blocking if used.

TAKING CHARGE OF SELF-PROPELLED CAR(S)
OR MULTIPLE UNIT CAR (S) AT A MAINTENANCE POINT

1. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
2. Ensure that the approved flagging equipment is on the operating end of car.
3. Ensure that hand brakes are released.

TAKING CHARGE OF SELF-PROPELLED CAR(S)
OR MULTIPLE UNIT CAR(S) AT A RUN-THROUGH POINT

1. Examine report 538-D of the incoming engineer.
2. Check headlight and classification lights.
3. Ensure that the approved flagging equipment is on the operating end of car.
4. Perform required brake test.

TAKING CHARGE OF SELF-PROPELLED CAR(S)
OR MULTIPLE UNIT CAR(S) WHERE
SHOP STAFF IS NOT AVAILABLE

1. Start-up engines in prescribed manner if shut down (if multiple unit car, start M.G. set and air compressor).
2. Check headlight and classification lights.
3. Ensure that air compressor(s) is working normally and that air gauges indicate pressures required for service.

4. Ensure that approved flagging equipment is on the operating end of car.
5. Apply and release air brakes and operate communicating signal to ensure that they are in working order.
6. Test the bell, whistle and sanders.
7. Ensure that all hand brakes are released; remove wheel blocking if used.

FINAL INSPECTION TIME
UNDER ALL CIRCUMSTANCES BEFORE GOING OFF DUTY

Comply with the requirements of Engineer's and Fireman/Helper's Register and Rest Book.

BEFORE LEAVING A DIESEL LOCOMOTIVE OR
AN ELECTRIC LOCOMOTIVE AT A MAINTENANCE POINT

1. Complete report 538-D.
2. Make full application of independent brake.
3. Leave the locomotive and steam generator controls in the prescribed positions.
4. Apply hand brakes.

BEFORE LEAVING A DIESEL LOCOMOTIVE OR
AN ELECTRIC LOCOMOTIVE AT A RUN-THROUGH POINT

1. Complete report 538-D.

BEFORE LEAVING A DIESEL LOCOMOTIVE
WHERE SHOP STAFF IS NOT AVAILABLE

A. Engine Running

1. Make full application of independent brake.
2. Remove reserve handle with throttle in idle and selector lever in "off position"; open generator field switch.
3. Apply hand brake; block wheels if necessary.
4. If required by special instruction start standby heater, check that steam generating system is operating as required; check water supply.
5. Complete report 538-D.
6. Turn off lights, close doors and windows.

B. Engines Not Running

1. Open all circuit breakers and switches.
2. Release air brakes and apply hand brake; block wheels if necessary.
3. If required by special instruction start standby heater, check that steam generating system is operating as required; check water supply.
4. Complete report 538-D.
5. Close doors and windows.

BEFORE LEAVING AN ELECTRIC LOCOMOTIVE
WHERE SHOP STAFF IS NOT AVAILABLE

1. Each unit is to be shut down with pantograph(s) in lowered position.
2. Open all circuit breakers and switches.
3. Release air brakes and apply hand brakes; block wheels if necessary.
4. Complete report 538-D.
5. Close windows and doors.

BEFORE LEAVING SELF-PROPELLED CAR(S)
OR MULTIPLE CAR(S) AT A MAINTENANCE POINT

1. Complete report 538-D.
2. Ensure that air brake is in full application position.
3. Remove the reverser handle. On self-propelled cars leave master plug inserted or master control breaker on; on multiple unit cars leave control switch off.
4. Apply hand brakes.

BEFORE LEAVING SELF-PROPELLED CAR(S)
AT A RUN-THROUGH POINT

1. Complete report 538-D.

BEFORE LEAVING SELF-PROPELLED CAR(S)
WHERE SHOP STAFF IS NOT AVAILABLE

A. Engine Running

1. Ensure that air brake is in full application position.

2. Remove throttle and reverser handles, leaving master plug inserted or master control breaker on.
3. Complete report 538-D.
4. Apply hand brakes; block wheels if necessary.
5. Turn off lights, close doors and windows in controlling end.

B. Engines Not Running

1. Apply hand brakes and release air brakes; block wheels if necessary.
2. Remove throttle lever, reverser handle, air brake handle, and master plug or place master control breaker off.
3. Complete report 538-D.
4. Open all circuit breakers at the switch locker, and open the main battery switch.
5. Close doors and windows in controlling end.

**BEFORE LEAVING MULTIPLE UNIT CAR(S)
WHERE SHOP STAFF IS NOT AVAILABLE**

1. Units are to be shut down with pantograph(s) in lowered position.
2. Apply hand brakes and release air brakes; block wheels if necessary.
3. Remove throttle lever, reverser handle and air brake handle.
4. Complete report 538-D.
5. Close doors and windows in controlling end.

**Protection of Locomotives against Unauthorized
Movement When Left Unattended**

In addition to those duties listed in this Section B locomotive engineers are required in the protection of engines against unauthorized movement and before leaving engines at locations where adequate surveillance is not available, to lock the cab doors.

Where the door lock will not function, remove reverser lever and leave it with a designated employee or at a designated place to be specified by local supervision. The procedure, where engines must be left running at faster than idling speed and door locks do not function, will be governed by local instructions.

There have been several instances since the issuance of the System Bulletin in April 1962 where locomotive engineers have questioned the type of duties required of them on the basis that the duties differed from those listed and reproduced in this Section B. The claims or protests which have been reviewed came within two categories.

1. If duties which a locomotive engineer is required to perform when taking charge of or releasing an engine are not clearly delineated in the System Bulletin, additional time over and above the 10 or 15 minutes arbitrary, should be paid for the performance of these duties even if they can be completed within the allotted time allowance; or
2. A locomotive engineer cannot be required to perform duties other than those listed.

The listed duties established basic minimal duties required of locomotive engineers under normal conditions when taking charge of or before leaving engines. However, it is recognized that additional work might on occasion arise in connection with the performance of these duties. Defects or abnormalities may be noted during the performance of these duties, and corrective action on the part of the locomotive engineer may be required. In either event if the time required for the performance of these duties exceeds the arbitrary allowance, the locomotive engineer will be compensated for all such excess time on the minute basis until the duties are completed.

It is also recognized that the performance of the listed duties may differ from time to time because of the many types of locomotives, appliances and operations. On this basis, therefore, the duties listed as being requirements under preparatory and final inspection time are basic and the System Bulletin Duties reproduced in this Section B do not attempt to deal with the manner in which they might be performed.

The duties listed are intended to establish a division of responsibility between equipment maintenance staffs and locomotive engineers. This was done on the basis that it would be pointless, for example, to require a locomotive engineer to check the fuel, water, lubricating oil or sand supply when a locomotive had already been serviced and released by equipment maintenance forces.

SECTION C

Duties Other Than Those Delineated in Section B

At points where equipment maintenance staff is not available, when duties other than those delineated in Section B hereof or those arising therefrom, are performed by locomotive engineers, the Corporation will pay for the time so occupied on the minute basis over and above time paid for other service. In other words the Corporation may require a locomotive engineer to report for duty in advance of the normal time required to report for duty and pay for such time or if the other duties are performed after the locomotive engineer comes on duty he will be paid for all such reasonable time in addition to pay for other service. The duties here referred to can broadly be described as those which are essential in order that a train may proceed without unnecessary delay.

In the performance of such duties a locomotive engineer, in the absence of maintenance staff, may not necessarily perform them himself when other employees are available. Other employees might be a fireman/helper, a brakeman or another employee accompanying the locomotive engineer, or any other employee made available by the Corporation. The locomotive engineer will nevertheless be responsible for seeing that the necessary duties are performed and in the rare circumstances where another employee may not be readily available, a locomotive engineer will be expected to take such action as might be necessary to ensure that his movement can continue with a minimum of delay.

The duties specified in Section B hereof are related solely to the preparatory and inspection portion of the tour of duty. Therefore both the duties specified in Section B and those referred to in this Section C are confined to the points at which, and the period of time during which, locomotive engineers take charge of or release an engine under normal conditions.

The foregoing is intended to consolidate and reflect, but not alter the following original documents which although removed from this collective agreement, will nevertheless remain a matter of record in case of disputes concerning the application thereof:

1. Letter dated 2 April 1962 to Mr. O.J. Travers, Assistant Grand Chief Engineer from Mr. N.J. MacMillan, Executive Vice-President.
2. Letter dated 2 April 1962 to Canadian National Vice-Presidents from Mr. N.J. MacMillan, Executive Vice-President.
3. Bulletin to Engineer Bulletin Book, Canadian Lines, dated 2 April 1962 from office of Executive Vice-President.
4. Letter dated 13 February 1974 to Canadian National Vice-Presidents from Mr. J.L. Cann for Vice-President Operations and Maintenance.
5. Letter dated 1 June 1967 to Canadian National General Managers from Mr. J.H. Spicer, Assistant Vice-President.
6. Letter dated 20 July 1967 to Canadian National Vice-Presidents from Mr. J.H. Spicer, Assistant Vice-President.
7. Letter dated 4 August 1967 to Canadian National Vice-Presidents from Assistant Vice-President, Labour Relations.
8. Letter dated 4 August 1967 to Canadian National Vice-Presidents from Mr. J.H. Spicer, Assistant Vice-President.
9. Letter dated 29 August 1967 to B.L.E. and U.T.U. General Chairman from E.K. House
10. Letter dated 19 March 1968 to Canadian National Vice-Presidents from Mr. W.C. Bowra, System Vice-President.
11. Bulletin issued to locomotive engineer, Canadian Lines dated 19 March 1968 from System Headquarters.

**Addendum 3
Compensation for Performing Certain Work
In Connection with Tour of Duty**

March 1, 1988

Mr. G. Halle
General Chairman
25 Place Marche Champlain
Suite 204
Québec, Québec G1K 4H7

Mr. P. Seagris
General Chairman
310-2265 Pembina Hwy.
Winnipeg, Manitoba R3T SJ3

Mr. J. D. Pickle
General Chairman
559 Exmouth St.
Sarnia, Ontario J7T 5P6

Gentlemen:

In response to certain proposals submitted by the Brotherhood during the current round of negotiations, there was some discussion concerning the matter of compensation for locomotive engineers who performed certain work in connection with their tour of duty.

It developed during our discussions that one of the Brotherhood's concerns related to locomotive engineers, who upon reporting for duty, are being required to switch out the locomotive for that tour of duty. In so doing, the locomotive engineers released hand brakes, air brakes and in some cases were required to also connect and disconnect various air hoses. The Brotherhood insisted that in such cases, locomotive engineers should be compensated over and above the payment for their normal tour of duty.

The Corporation informed the Brotherhood that in the examples cited, i.e. required to switch out a locomotive upon reporting for duty, compensation will be allowed in accordance with Section C of the letter appearing on pages 193-206 of Agreement 1.1* and Section C of Addendum 31 of Agreement 1.2*. In other words, these duties are considered as duties other than those delineated in Section B and therefore time so occupied will be paid.

The second concern advanced by the Brotherhood concerned situations where because of an absence of shop staff, locomotive engineers are being required to assemble their own consist and, in so doing, are required to obtain locomotives from various tracks within the yard.

The Corporation replied that situations of this type are, in all material respects, similar to those described above; i.e., where locomotive engineers are required to switch out their own locomotives. Therefore, in such instances, payment will be made in accordance with Section C of the applicable Memorandum or Addendum, as the case may be.

In the case of Agreement 1.1, this letter replaces the letter dated May 21, 1982 presently found on pages 354 (ak) to 354 (al).

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

CC: Messrs. R.A. Walker, Senior Vice-President, Edmonton
F.D. Campbell, Regional Vice-President, Winnipeg
A.E. Deegan, Regional Vice-President, Toronto
J.R. Lagace, Regional Vice-President, Montreal
M.E. Blackwell, Regional Vice-President, Moncton
D.H. Grant, Chief of Transportation, Montreal

Addendum 4
Two (2) week Locomotive Engineer
Training program

Between: VIA Rail Canada Inc.

(Hereinafter referred to as the «Corporation»)

AND: The Teamsters Canada Rail Conference

(Hereinafter referred to as the «TCRC»)

The parties discussed and reviewed the two (2) week Locomotive Engineer (LE) training program in a view to standardize the process.

- Definition of terms used in the document

Inside the training location → Applies to LEs whose residence is within eighty (80) kilometers of the training complex.

Outside the training location → Applies to LEs whose residence is in excess of eighty (80) kilometers of the training complex.

Note: Residence location will be confirmed with the shortest available route as determined by Google maps

- Selection of Training Program

Locomotive Engineers will be given the choice to select the training period in advance so they can manage their time effectively. They must ensure their selection will not have his/her CROR and QSOC qualifications expire.

Upon receipt of the Locomotive Engineers selections, in the event the recertification schedule conflicts with the vacation allotment of a particular terminal, the Senior Manager and Local Chairman will address the specific issue.

Locomotive Engineers within the same training location will be allowed to trade dates upon consultation with the Local Chairman and their Senior Manager.

The Corporation will not unreasonably withhold consent to change a scheduled date to attend the training program. On request, the Corporation will consider changing the scheduled date if special circumstances exist and the Locomotive Engineers as requested the change prior to the new date requested.

If the Senior Manager, Transportation and the Local Chairman of the Union are unable to resolve a request to change a scheduled date to attend the training program, the matter will be forwarded immediately to the appropriate General Chairman and the Director, Labour Relations or his delegate for their review.

- Working assignment and Rest days

It is understood that for purposes of replacing the Locomotive Engineer attending this training, the training program will be considered as a fourteen (14) day vacancy. The working assignment vacated will be advertised as a Temporary Vacancy in accordance with applicable rules.

Day 1 - Sunday – Rest day

Monday - Friday – Training days

Saturday – Sunday – Rest days

Monday - Friday – Training days

Day 14 - Saturday – Rest day

It is understood that Locomotive Engineer's attending this two (2) week training course will have their original work assignment altered to the training schedule for the duration of the program.

- Compensation

Locomotive engineers attending the training program will be compensated eight (8) productive hours per day for the ten (10) days occupied in training. The two (2) week period will equal eighty (80) productive hours of compensation at the rate of pay.

Employees attending the training program are not eligible to over and above payments for time spent in classroom.

In the event that the total compensated hours exceed 160 hours in a twenty-eight (28)-day period, overtime payments will be applicable.

Locomotive Engineer attending the training program shall be compensated eight (8) hours over and above the guarantee and counts toward the 8 rest days in the 28 day period on day 1 and 14 of the program.

Notwithstanding the residence location and for the purpose of standardizing the compensation process, employees shall be compensated eight (8) hours over and above the guarantee for each rests days in the middle of the training program schedule and counts toward the 8 rest days rest in the 28 days period.

If a Locomotive Engineer opts to work in the middle of the training program, he will be compensated accordingly to the assignment and will not be compensated 8 hours over and above the guarantee for the specific rest day.

- Expenses

Approved transportation costs for Locomotive Engineers outside the training location will be paid either directly by the Corporation or the cost will be reimbursed to the Locomotive Engineers on submission of expense forms. Each region will determine its method of payment of transportation costs.

Accommodation at the Corporation's designated Hotel will be paid for by the Corporation for those Locomotive Engineers travelling from outside the training location for the full 13 days duration of the training.

All additional expenses such as pay T.V., room service etc. are the responsibility of the employee.

There will be reimbursement for reasonable dry cleaning costs incurred while they attend the training program for Locomotive Engineers outside the training location.

Locomotive Engineers outside the training location wishing to travel home on the weekend in the middle of the program may do so at their own expense, without loss of compensation for those two days but without additional compensation for travelling. They shall advise their Senior Manager Train Operations and ensure room cancellation accordingly thus to avoid additional cost.

- Travel

Locomotive Engineers outside the training location wishing to travel to and from the training location by car, at the beginning and end of the training session, require the prior authorization of their Senior Manager Train Operations. If so authorized they will be reimbursed at the rate per kilometre of the collective agreement no. 1.4 for their travel costs.

- Meals

Employees outside the training location travelling prior to (first Sunday), and from, (last Saturday) will receive the following meal allowance:

- Travel time less than six (6) hours = \$41
- Travel time more than six (6) hours = \$75

Locomotive Engineers from outside the training location, attending the training program will receive \$75.00 per day for meals, for the 12 day duration of the training program.

Locomotive Engineers inside the training location attending the training program will receive \$15.00 for lunch for the 10 days duration of the program.

Note: In the event that the Corporation is paying lunch at the training location, the amount for meal will be reduced by \$15.00.

- Return to Service

Locomotive Engineers, on their return to their residence from the training program, will not be considered available for duty prior to 10h00 am on the Sunday. (Excluding the 2 hours calling time)

The Corporation and the Union agree that this agreement is for the purposes of the Locomotive Engineer training program outlined above only. In the event there is a significant change to the location or length of this training program, the parties will meet to discuss what changes, if any, are required to the terms of this agreement.

Signed the day of March 4th 2016 in Montreal

For the Corporation

For the Union

Edward Houlihan

Director, Employee Relations

William Michael

General Chairman, Central Region

Gilbert Sarazin

Senior Advisor, Employee Relations

Jean-Michel Hallé

General Chairman, Eastern Region

Denis Vallières

Senior Director, Network Operations

Bruce Willows

General Chairman, Western Region

**Addendum 5
On the Job Training (OJT)**

Between: VIA Rail Canada Inc.

(Hereinafter referred to as the «Corporation»)

AND: The Teamsters Canada Rail Conference

(Hereinafter referred to as the «TCRC»)

WHEREAS The PARTIES have agreed hereto to review the On the Job (OJT) Locomotive Engineer training program.

AND WHEREAS, the parties have agreed that a OJT locomotive engineer is expected to counsel and supervise the student in the handling of a locomotive and/or train and the observance of operating rules, timetables, special instructions and regulations to ensure safe operation. In addition, the OJT locomotive engineer must be available to meet manager to review student reports. Should an accident or mishap occur as a consequence of student's action, no responsibility will be attached to the engineer if there is evidence that he took all reasonable and practical action to prevent the accident of mishap.

AND WHEREAS, the Corporation and the TCRC have agreed to shelve all applicable addendums once negotiated the terms and conditions applicable of the implementation and application of OJT program.

1. Scope and purpose:

The Corporation and the TCRC acknowledge the increased responsibility associated with training new qualified Locomotive Engineers in passenger service at Via Rail Canada. Subsequently, VIA and the TCRC jointly agreed to provide operating crews constituted of OJT Locomotive Engineer with the knowledge, skills and practical experience for the purpose of training and qualify selected successful applicants at VIA.

2. Preferred Candidates:

Selection of required and qualified OJT to be made by a bulletin in accordance with interview process.

Requirements:

1. Candidates to pass a complete interview process.
2. Knowledge and experience of minimum of not less than two (2) years' service as a VIA Rail qualified locomotive engineer, including at least three (3) months service in the area where the locomotive engineer is to give the on-job training.
3. Demonstrate Interest in teaching students.
4. Recognized credibility among managers and his peers.
5. Good verbal communication skills.
6. Clear discipline record will be an asset.
7. Meets the CROR qualification requirement of a locomotive engineer with an overall mark of at least ninety (90) per cent;
8. Bilingual for the language of work in designated locations in accordance with Corporation and Official language requirements

Expectations of Territory familiarization:

Once both Locomotive Engineers have accepted to provide territory familiarization to newly hired qualified Locomotive engineers, they shall ensure that all operating requirements are met during their tour of duty.

3. Training period:

It is anticipated that the training program will be comprised of fifteen (15) weeks of technical instructions and between eighty (80) to one hundred and ten (110) weeks of practical On Job Training (OJT).

It is expected that the locomotive engineers will, at their discretion, permit student locomotive engineer to operate the locomotive and / or train during the tour of duty to maintain and further improve their level of skill and competence.

In such circumstances, the OJT locomotive engineer will continue to be held responsible for the observance of operating rules, timetable, special instructions and related regulations.

OJT locomotive engineer will remain on position for a period not exceeding six (6) months or until change of card period.

In the event an OJT wishes to quit position during the six (6) month period, he shall provide a sufficient notice to his manager but not less than ten (10) days.

4. Expectations of the On-Job Trainer:

1. Available to meet manager upon request prior or after on duty time
2. File student evaluation reports objectively in a timely manner by utilizing the electronic assessment tool.
3. Provide feedback to the student and the manager responsible for the OJT program
4. Encourage the development of the students
5. Report any incident/conflict with the students
6. Meet with the manager responsible for the OJT program on regular basis and/or when required
7. Participate in a 1 day training session for “coaching skills”
8. The OJT is solely responsible for the student.

5. Qualifications of SLE:

After analysing the OJT evaluation reports and recommendation, management will certify the student as a Locomotive Engineer.

Compensation

Considering that once a Locomotive Engineer is qualified OJT, he will be entitled to the applicable OJT premium in addition to their other earnings for such tour of duty working with a Student Locomotive Engineer (SLE) as part of the crew.

Levels	# cumulative months	Assignments up to 6h00 mns	Assignments 6h01 mns and above
1	1-6	\$55	\$60
2	7-12	\$60	\$65
3	13-18	\$65	\$70
4	19-24	\$70	\$75
5	24 and more	\$80	\$85

NOTE: *It is understood that this agreement does not apply to the familiarization of qualified locomotive engineers newly hired.*

NOTE: *It is understood that newly hired qualified locomotive engineers do not fall under this program.*

NOTE: *Future negotiated wage increase will apply to the above premiums.*

NOTE: *The OJT process will be reviewed by both parties to ensure its efficiency.*

NOTE: *It is expected that the other locomotive engineer as part of the train crew will receive compensation if he wishes to participate in the process of familiarization of the student in accordance with the agreement of the familiarization.*

In the event that the OJT process does not provide added value to the Corporation train operations, it can be cancelled by either parties with a thirty (30) days written notice.

Signed in Montreal on May 16, 2017

VIA RAIL Canada

Teamster Canada Rail Conference

Edward Houlihan

Philip Hope

Director, Employee Relations

General Chairman, Central Region

Gilbert Sarazin

Jean-Michel Hallé

Senior Advisor, Employee Relations

General Chairman, Eastern Region

Denis Vallières

Bruce Willows

Senior Director, Network Operations

General Chairman, Western Region

**Addendum 6
Familiarisation**

Between: VIA Rail Canada Inc.

(Hereinafter referred to as the «Corporation»)

AND: The Teamsters Canada Rail Conference

(Hereinafter referred to as the «TCRC»)

The Corporation the TCRC have discussed the cab dynamics between operating crews and thereby review the allocation of familiarization included in the collective agreement that they receive as part of their activity of familiarization of the territory.

Such familiarization of the territory is referred to qualified locomotive engineers from external railway in observation and compliance with operating rules, schedules, specific guidelines and regulations to ensure safe operation in the passenger train.

As a result, Addendum 106 is amended to reflect this letter of agreement until it is cancelled or renewed by the parties in future rounds of negotiations.

Scope and purpose:

The Corporation and the TCRC acknowledge the increased responsibility associated with training new qualified Locomotive Engineers in passenger service at Via Rail Canada. Subsequently, VIA and the TCRC jointly agreed to provide operating crews a premium during a tour of duty.

Preferred Candidates:

Selection of required Locomotive Engineers to be made jointly, when appropriate, by local Corporation officer and TCRC Union representative to ensure interest and appropriate participation.

Requirements:

1. Knowledge and experience of minimum of not less than two (2) years' service as a VIA Rail qualified locomotive engineer, including at least three (3) months service in the area where the locomotive engineer is to give familiarization.
2. Demonstrate Interest in coaching newly hired qualified Locomotive Engineers.
3. Recognized credibility among managers and his peers.
4. Good verbal communication skills.
5. Meets the CROR qualification requirement of a locomotive engineer with an overall mark of at least 90 per cent;
6. Bilingual for the language of work in designated locations in accordance with Corporation and Official language requirements

Expectations of Territory familiarization:

Once both Locomotive Engineers have accepted to provide territory familiarization to newly hired qualified Locomotive engineers, they shall ensure that all operating requirements are met during their tour of duty.

Qualifications of Locomotive Engineer:

After analyzing the evaluation reports and recommendations of instructors, management will certify the Locomotive Engineer on the specific territory.

Compensation

Considering that both Locomotive Engineers are participating in the territory familiarization, they shall be paid the following premium in addition to their other earnings for such tour of duty:

On Duty Time	LE
Less than 6 hours	\$35
More than 6 hours	\$45

Note: Future negotiated wage increase will apply to the above premiums.

Note: it is understood that Student Locomotive Engineers (SLE) do not fall under this program.

Note: The familiarisation process will be reviewed on a monthly basis by both parties to ensure its efficiency.

In the event that the familiarization process does not provide added value to the Corporation train operations, it can be cancelled by either parties with a thirty (30) days written notice.

Signed in Montreal on February 14, 2017

VIA RAIL Canada

Teamster Canada Rail Conference

Edward Houlihan

Philip Hope

Director, Employee Relations

General Chairman, Central Region

Gilbert Sarazin

Jean-Michel Hallé

Senior Advisor, Employee Relations

General Chairman, Eastern Region

Denis Vallières

Bruce Willows

Senior Director, Network Operations

General Chairman, Western Region

Addendum 7
Tour of Duty Between Trips

Canadian National Railway Company, Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions, excluding Terra-Transport, St. Lawrence Regions Lines in United States, and Great Slave Lake Branch.

MEMORANDUM OF AGREEMENT between the Brotherhood of Locomotive Engineers and the Canadian National Railway Company.

IT IS AGREED that, effective January 22, 1986, the Memorandum of Agreement signed at Montreal, Quebec, April 11, 1972 is hereby cancelled and the following is substituted therefor.

1. Locomotive engineers regularly assigned to road service will be permitted to work a tour of duty in road service between trips of their regular assignment where there are no spare locomotive engineers available, provided the following conditions are fulfilled:
 - A. Locomotive engineers desiring such work will notify the crew office that they are available;
 - B. The senior locomotive engineer so available will be called when such call will not interfere with him filling his regular assignment;
 - C. A locomotive engineer who has indicated that he is available for such work will accept all calls until he cancels by notifying the crew office;
 - D. Locomotive engineers who fail to respond to calls for any reason will not again be called for such work for the duration of the timetable, unless the call was missed for reasons satisfactory to the proper Officer of the Corporation.
2. No part of this Memorandum of Agreement shall be used against the Corporation in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of an employee when such grievance or time claim is the Agreement by another employee covered by this Agreement.
3. This Memorandum of Agreement is subject to cancellation by either party on thirty days' notice in writing.

Signed at Montreal, this 8th day of January 1986.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

(Sgd.) D.C. Fraleigh
Assistant Vice-President
Labour Relations

(Sgd.) G. Thibodeau
General Chairman

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

(Sgd.) J.W. Konkin
General Chairman

(Sgd.) P.M. Mandziak
General Chairman

Addendum 8
Interpretation of Collective Agreement

27 August 1982

Mr. R.A. Walker, Vice-President, Edmonton
Mr. R.J. Hansen, Vice-President, Winnipeg
Mr. G.A. Van de Water, Vice-President, Toronto
Mr. V.H. Masse, Vice-President, Montreal
Mr. R.G. Messenger, Vice-President, Moncton

The Brotherhood of Locomotive Engineers and United Transportation Union submitted a proposal during National Negotiations to prohibit the Corporation changing existing practice(s) or accepted interpretation(s) of collective agreement provisions.

As you are aware, collective agreements governing employees represented by these Unions presently contain provisions recognizing that questions of interpretation of any article will not occur without prior consultation with the appropriate General Chairman concerned.

During discussions, examples of changes to generally accepted interpretations were referred to notwithstanding that they were eventually resolved between the proper Officers of the Corporation and the General Chairman affected.

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

W.H. Morin
Vice-President
Labour Relations

CC: Mr. J.C. Cann, Vice-President, Operations, Montreal
Mr. J.B. Adair, Vice-President, B.L.E. Ottawa
Mr. R.T. O'Brien, Vice-President, U.T.U. Ottawa

Addendum 9
Availability of Taped Conversations

January 8, 1986

Mr. P.M. Mandziak
General Chairman
BROTHERHOOD OF LOC. ENG.
P.O. Box 208
St. Thomas, Ontario
N5P 3T7

Mr. G. Thibodeau
General Chairman
BROTHERHOOD OF LOC. ENG.
206- 1026 St. Jean Street,
Quebec, Quebec
G1R 1R7

Mr. J.W. Konkin
General Chairman
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
549 Regent Avenue W.
Winnipeg, Manitoba
R2C 1R9

Gentlemen:

During the recent round of negotiations, one of the proposals discussed was the Brotherhood's submission which read as follows:

"Availability of telephone or radio conversations to the Local Chairman. If the taped conversation cannot be obtained, the claim pertaining to same will be paid".

As you pointed out in our discussions, the taped conversations to which your proposal refers are those recorded in the Crew Dispatching Offices. It was your assessment that these recorded conversations could be determinative in the disposition of various grievances connected with the calling or availability of employees. You indicated that, on occasion, these tapes were not available to Local Chairmen who had requested the opportunity to hear specific recorded conversations.

You were informed that, generally, these tapes were retained for a period of 30 days after which they were erased for re-use. However, the Corporation agrees with your assessment concerning the determinative value of these taped conversations. Consequently, while the Corporation cannot agree to the Brotherhood's submission in its entirety, a sufficient number of tapes will be kept on hand so that recorded conversations can be retained for a period of 60 days.

Accordingly, in situations where a recorded conversation may be relevant to the disposition of a grievance, Local Chairmen wishing to hear a specific conversation should make the request to the appropriate Corporation Officer within 60 days from the date the conversation purportedly took place. Arrangements will then be made to permit the Local Chairman to listen to the recorded conversation.

Yours truly,

J.A. Clark
Chief of Transportation

CC: Mr. J.B. Adair, Vice-President & Canadian Director, BLE, Ottawa

Addendum 10
Establishment of the Canadian Railway Office
of Arbitration

MEMORANDUM OF AGREEMENT made this 1st day of September 1971 to amend and renew the founding Agreement establishing the Canadian Railway Office of Arbitration dated the 7th day of January 1965 (as amended and renewed since that date).

IT IS AGREED by and between the signatories as follows:

1. There shall be established in Montreal, Canada, the Canadian Railway Office of Arbitration, hereinafter called the "Office of Arbitration".
2. There shall be a single Arbitrator hereinafter called the "Arbitrator" to be appointed by the signatories hereto who shall have the duties and functions set out herein. The administrative responsibilities of providing and administering necessary clerical staff, premises, facilities and other arrangements necessary to enable the Arbitrator to exercise his function shall be discharged by an Administrative Committee responsible to the signatories hereto and composed of one representative appointed by the signatories whose names appear in Appendix "A" hereof and one representative appointed by the signatories whose names appear in Appendix "B" hereof.
3. The arbitrator shall be appointed for a term of one year and may be re-appointed for an additional term or terms of one year as the signatories hereto may decide.

The Arbitrator may be replaced at any time by mutual agreement of the signatories, temporarily or permanently in the event of his inability, refusal or failure to exercise his functions.

4. The jurisdiction of the Arbitrator shall extend and be limited to the arbitration, at the instance in each case of a railway, being a signatory hereto, or of one or more of its employees represented by a bargaining agent, being a signatory hereto, of;
 - A. Disputes respecting the meaning or alleged violation of anyone or more of the provisions of a valid and subsisting collective agreement between such railway and bargaining agent, including any claims, related to such provisions, that an employee has been unjustly disciplined or discharged; and
 - B. Other disputes that, under a provision of a valid and subsisting collective agreement between such railway and bargaining agent, are required to be referred to the Canadian Railway Office of Arbitration for final and binding Settlement by arbitration.

But such jurisdiction shall be conditioned always upon the submission of the dispute to the Office of Arbitration in strict accordance with the terms of this Agreement.

5. A request for arbitration of a dispute shall be made by filing notice thereof with the Office of Arbitration not later than the eighth day of the month preceding that in which the hearing is to take place and on the same date a copy of such filed notice shall be transmitted to the other party to the grievance. A request for arbitration respecting a dispute of the nature set forth in Section (A) of Clause 4 shall contain or shall be accompanied by a Joint Statement of Issue. A request for arbitration of a dispute of the nature referred to in Section (B) of Clause 4 shall be accompanied by such documents as are specifically required to be submitted by the terms of the collective agreement which governs the respective dispute.

On the second Tuesday in each month, the Arbitrator shall hear such disputes as have been filed in his office, in accordance with the procedure set forth in this Clause 5. No hearing shall be held in the month from time to time appointed for the purposes of vacation for the Arbitrator, nor shall a hearing be held in any other month unless there are awaiting such hearing at least two requests for arbitration that were filed by the eighth day of the preceding month, except that the hearing of a dispute shall not be delayed for the latter reason only for more than one month.

6. Subject always to the provisions of this Agreement the Arbitrator shall make all regulations necessary for the hearing of disputes by the Arbitrator which are consistent with the terms of this Agreement and such regulations may be amended by the Arbitrator from time to time as necessary.
7. No dispute of the nature set forth in Section (A) of Clause 4 may be referred to the Arbitrator until it has first been processed through the last step of the Grievance Procedure provided for in the applicable collective agreement. Failing final disposition under the said procedure a request for arbitration may be made but only in the manner and within the period provided for that purpose in the applicable collective agreement in effect from time to time or, if no such period is fixed in the applicable collective agreement in respect to disputes of the nature set forth in Section (A) of Clause 4, within the period of 60 days from the date decision was rendered in the last step of the Grievance Procedure.

No dispute of the nature set forth in Section (8) of Clause 4 may be referred to the Arbitrator until it has first been processed through such prior steps as are specified in the applicable collective agreement.
8. The Joint Statement of Issue referred to in Clause 5 hereof shall contain the facts of the dispute and reference to the specific provision or provisions of the collective agreement where it is alleged that the collective agreement has been misinterpreted or violated. In the event that the parties cannot agree upon such joint statement either or each upon forty-eight (48) hours' notice in writing to the other may apply to the Arbitrator for permission to submit a separate statement and proceed to a hearing. The Arbitrator shall have the sole authority to grant or refuse such application.
9. The Arbitrator shall not decide a dispute without a hearing. At the hearing each party shall submit to the Arbitrator a written statement of its position together with the evidence and argument in support thereof.
10. The parties to a dispute submitted to the Arbitrator may at any hearing be represented by Counsel or otherwise as they may respectively elect.
11. The Arbitrator may make such investigation as he deems proper and may require that the examination of witnesses be under oath or affirmation. Each party to a dispute shall have the right to examine all witnesses called to give evidence at the hearing. The Arbitrator shall not be bound by the rules of evidence and practice applicable to proceedings before courts of record but may receive, hear, request and consider any evidence which he may consider relevant.
12. The decision of the Arbitrator shall be limited to the disputes or questions contained in the joint statement submitted to him by the parties or in the separate statement or statements as the case may be, or, where the applicable collective agreement itself defines and restricts the issues, conditions or questions which may be arbitrated, to such issues, conditions or questions.

His decision shall be rendered, in writing together with his written reasons therefor, to the parties concerned within 30 calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute, unless the applicable collective agreement specifically provides for a different period, in which case such different period shall prevail.

The decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable collective agreement.

13. Each decision of the Arbitrator which is made under the authority of this Agreement shall be final and binding upon the Railway, the bargaining agent and all the employees concerned.
14. Through the Office of Arbitration, the Arbitrator shall report the decision in each case and the reasons for such decision to all signatories hereto.
15. The Office of Arbitration shall maintain a complete and accurate record of all disputes submitted to it and of all decisions made by the Arbitrator or other dispositions respecting them, including the signed originals of all such decisions.
16. The signatories respectively shall do all such acts and things as are necessary to enable the Arbitrator to make proper findings respecting the matters in dispute and no signatory shall obstruct, delay or prevent the Arbitrator from proceeding with the matter before him or from making his decision.
17. The expenses of operating and administering the Office of Arbitration, including the fees and expenses of the Arbitrator and all necessary clerical and technical assistance shall be borne one-half by the Appendix "A" signatories and one-half by the Appendix "B" signatories. At the commencement of each year the Administrative Committee shall estimate the total ensuing year and, at that time and from time to time thereafter during the year shall make interim preliminary assessments equally upon the Appendix "A" signatories and the Appendix "B" signatories sufficient to defray current expenses currently. At the end of each year the total annual expenses actually incurred shall be apportioned as set out and all necessary credits and debits shall be made accordingly.
18. This Agreement shall be reviewed on an annual basis by the signatories hereto, which review shall take place on or before the first day of July in each year. At the time of this review the appointment of the Arbitrator shall be made, subject to the provisions of Clause 3 hereof, and any changes or alterations shall then be implemented as may be mutually agreed upon between the signatories hereto.
19. Any other recognized bargaining agent acting on behalf of the employees of a railway Corporation which is a signatory hereto and any non-signatory railway Corporation together with some or all of the recognized bargaining agents which represent its employees may from time to time be permitted to accede to these presents and, except as provided below, to be regarded for all the purposes hereof as if signatories hereto and as if their respective names appeared in Appendix "A", in the case of railway companies, or in Appendix "B", in the case of recognized bargaining agents, as the case may be, by filing a suitable written instrument of accession and attornment at the Office of Arbitration; provided, however, that the validity and operation of every such instrument shall be conditioned upon the prior concurrence and acceptance of it by all the signatories hereto as evidenced by the subscription or endorsement by each of the said instrument before it is filed.

20. Railway companies and recognized bargaining agents which accede to these presents, as provided for in Clause 19 hereof, will not have the right or power to terminate this Agreement. However, any such party may, following the first anniversary as of the 31st day of August in any year during the term hereof by giving at least 60 days' notice in writing of its intention to withdraw to the other parties (which notice shall be given by registered prepaid post) and by filing concurrently therewith a copy of such notice with the Office of Arbitration.
21. This Agreement shall commence on the first day of September, 1971 and shall remain in effect until August 31, 1972 and shall thereafter be renewed annually unless amended or terminated by the mutual agreement of the parties hereto; provided that any signatory hereto may withdraw from this Agreement as of the 31st day of August in any year during the term hereof by giving at least 60 days' notice in writing of its intention to withdraw to the other parties (which notice shall be given by registered prepaid post) and by filing concurrently therewith a copy of such notice with the Office of Arbitration.

APPENDIX A

For: Canadian Pacific Limited
Windsor Station,
Montreal 101, Quebec

(Sgd.) R. Colosimo
Manager, Labour Relations

For: Canadian National Railway Company
Canadian National Steamship Company
935 LaGauchetiere Street West,
Montreal 101, Quebec

(Sgd.) W.S. Mason
Manager, Labour Relations

Signed at Montreal, Quebec, this 1st day of September 1971.

APPENDIX B

For: United Transportation Union

(Sgd.) G.C. Gale
Vice-President
610 Broadway Avenue,
Winnipeg, Man.

For: Brotherhood of Maintenance of
Way Employees

(Sgd.) W.M. Thompson
Vice-President
1708 Bank St.
Ottawa 8, Ont.

For: Brotherhood of Locomotive Engineers

(Sgd.) L.O. Hemmingson
Vice-President
640 Cathcart St., Room 103,
Montreal, Que.

For: Canadian Brotherhood of Railway,
Transport and General Workers

(Sgd.) J.A. Pelletier
National Vice-President
230 Laurier Ave., West,
Ottawa 4, Ont.

For: Brotherhood of Railway, Airline and
Steamship Clerks, Freight Handlers,
Express and Station Employees

(Sgd.) W.C.Y. McGregor
Int. Vice-President
Suite 690, 550 Sherbrooke St. West,
Montreal, Que.

Signed at Montreal, Quebec, this 1st day of September 1971.

Addendum 11
Union Dues Agreement

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions
Excluding Newfoundland and St. Lawrence Region
Lines in United States

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers.

IT IS AGREED THAT, effective March 31, 1986, the Memorandum of Agreement dated December 11, 1974 respecting the deduction of Union dues on Seniority Districts 1 and 2 which are described in Articles 49 and 52* of Agreement 1.1, is cancelled.

IT IS FURTHER AGREED THAT, effective March 31, 1986, the Memorandum of Agreement signed at Montreal, Quebec, February 11, 1971, in respect of the payment of Union dues as a condition of continued preference of employment is suspended for those employees represented by the Brotherhood of Locomotive Engineers and employed by Canadian National Railway Company, Atlantic, St. Lawrence and Great Lakes Regions, covered by Agreement 1.1, and the following is substituted in lieu thereof:

IT IS AGREED that the Union Dues Agreement signed at Montreal, Quebec, February 11, 1971, in respect to the payment of union dues as a condition of continued preference of employment is suspended for those employees represented by the Brotherhood of Locomotive Engineers and employed by the Canadian National Railway Company, Lines in Canada, covered by Agreement 1.2 and the following is substituted in lieu thereof:

1. Subject to the conditions and exceptions set forth herein, such employees who, as of 0001 hours on the first calendar day of the month, are assigned to a working list of employees governed by Agreements 1.1, 1.2 will have deducted by the Corporation on the payroll which includes the 24th calendar day of each month from the wages due and payable to each employee coming within the scope of this agreement, an amount equivalent to the uniform monthly dues of each Division of the Brotherhood of Locomotive Engineers.
2. The amount to be deducted will be equivalent to the uniform regular dues payment of each Division of the Brotherhood of Locomotive Engineers and will not include initiation fees or special assessments. The amount to be deducted will not be changed during the term of the applicable Agreement excepting to conform with a change in the amount of regular dues of the Brotherhood of Locomotive Engineers in accordance with its constitutional provisions.
3. The provisions of this Agreement will be applicable on receipt by the Corporation of notice in writing, as provided in this Item 3, from the Brotherhood of Locomotive Engineers of the amount of regular monthly dues:
 - (A) The General Chairman will give notice of the amount of the monthly dues to be deducted and will submit a separate master list of employees subject to dues deduction, as provided in this Agreement, to the following Corporation officers:
 - (i) Names of employees on the Atlantic Region to be submitted to the Regional Comptroller, Moncton, N.B.;

- (ii) Names of employees on the St. Lawrence Region to be submitted to the Regional Comptroller, Montreal, Quebec;
 - (iii) Names of employees on the Great Lakes Region to be submitted to the Regional Comptroller, Toronto, Ontario;
 - (iv) Names of employees on the Prairie Region will be submitted to the Regional Comptroller, Winnipeg, Manitoba;
 - (v) Names of employees on the Mountain Region will be submitted to the Regional Comptroller, Edmonton, Alberta.
- (B) The master list referred to in article (a) of this Item 3 will include the employee's P.I.N. (S.R.B.) number, initial and name and will be submitted on or before the first Monday of each established second payroll period.
- (C) A designated Officer of the Brotherhood will inform the Corporation Officers referred to in article (a) of this Item 3 of any additions or deletions to the master list account change in work status, resignation, retirement, etc., on or before the first Monday of each established second payroll period.
4. Membership in the Brotherhood of Locomotive Engineers shall be available to any employee eligible under the provisions of the constitution of the Brotherhood. Membership shall not be denied for any reasons of sex, race, national origin, colour or religion.
 5. If the wages of an employee payable on the payroll for the period which includes the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Corporation in such month. The Corporation will 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.
 6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Corporation, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.
 7. The amounts of dues so deducted from wages less sums which may be withheld pursuant to Item 8 hereof accompanied by a statement of deductions from individuals will be remitted by the Corporation to the designated Officer or Officers of the Brotherhood, as may be mutually agreed by the Corporation and the Brotherhood, not later than 40 calendar days following the pay period in which the deductions are made.
 8. The question of what, if any, compensation shall be paid by the Corporation to the Brotherhood signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.
 9. Not more than one payment of union dues shall be made by any employee in anyone month. Employees filling positions coming within the scope of more than one wage agreement in a month, shall pay union dues to the union holding the agreement under which the employee was

assigned as at 0001 hours on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another union in accordance with the foregoing, application to the Corporation for refund of dues deducted under this Agreement shall be made by such employee.

10. The Corporation will not be responsible financially or otherwise, either to the Brotherhood or to any employee, for any failure to make deductions, or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Corporation will adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of its remittance to the Brotherhood, the Corporation will adjust the amount in a subsequent remittance. The Corporation's liability for any and all amounts deducted pursuant to the provisions of this Agreement will terminate at the time it remits the amounts payable to the designated officer or officers of the Brotherhood.
11. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to this Agreement, each party will bear its own cost of such defence except that if at the request of the Brotherhood counsel fees are incurred these will be borne by the Brotherhood. Save as aforesaid the Brotherhood will indemnify and save harmless the Corporation from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.
12. This Memorandum of Agreement is effective March 31, 1986 1.1 Agreement and May 1, 1981 1.2 Agreement, and shall remain in effect subject to 30 days' notice in writing from all signatories of either party of desire to cancel it. If this Memorandum of Agreement is cancelled the provisions of the Memorandum of Agreement signed at Montreal, Quebec, February 11, 1971, in respect of the payment of union dues as a condition of continued preference of employment with the railway Corporation will automatically apply as from the first calendar day of the month following the expiration of the 30 days' notice referred to in the first sentence of this item.

Signed at Montreal, Quebec, this 8th day of January 1986.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

(Sgd.) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

(Sgd.) P.M. Mandziak
General Chairman

(Sgd.) Gilles Thibodeau
General Chairman

Signed at Edmonton, Alberta, this 31 day of March 1981

(Sgd) : Ray St. Pierre
For : Vice President
Mountain Region

(sgd) : John Balll
General Chairman

(sgd) :
For : Vice-President
Prairie Region

(sgd) :
For : Vice-President
Labour Relations

Addendum 12
Letter in Reference to Yards Parked

June 26, 2001

Mr. Dan Shewchuk
General Chairman
Brotherhood of Locomotive Engineers
Via Central Lines

Mr. J. Tofflemire
General Chairman
Brotherhood of Locomotive Engineers
No.2 – 3012 Louise Street
Saskatoon, Saskatchewan, S7J 3L8

Dear Sirs:

Re: Yards

In the re-write of Collective Agreements 1.1 and 1.2 the issue of including the yard provisions in the new collective agreement arose. There are no regular yard assignments in the Eastern and Western regions of the Corporation although a yard crew is occasionally called to move equipment between the

- Toronto Maintenance Centre and Union Station
- Winnipeg Maintenance Centre and Winnipeg Station.

The Corporation recommended the shelving of the yard provisions and have any yard/transfer work performed by Locomotive Engineers at the road rate of pay. The Brotherhood expressed the concern that this change might result in a reduction of earnings for Locomotive Engineers called to perform this work given that a basic day in the yard is established as 8 hours, although at a lower rate of pay.

In order to address this concern the Corporation and the Brotherhood have agreed that Locomotive Engineers called to perform yard/ transfer work in the Eastern and Western regions of the Corporation will be paid a minimum call of 6 hours at the road rate to perform this work. In return, all yard provisions in Collective Agreements 1.1 and 1.2 will not be included in the new 1.4 Collective Agreement. They can be included in the Collective Agreement upon 60 days' notice under the terms of the Consolidation Agreement set out as Addendum 1 in Collective Agreement 1.4.

If the yard provisions are subsequently included in the Collective Agreement applicable to the Eastern and Western regions of the Corporation, this agreement is cancelled and no longer in force.

If this letter accurately reflects your understanding of the agreement reached, kindly sign two copies and return one fully executed copy to our offices for our files.

If this letter accurately reflects your understanding of the agreement reached, kindly sign two copies and return one fully executed copy to our offices for our files.

Yours very truly,

Bannon E. Woods
Director Labour Relations

I CONCUR:

Dan Shewchuk and J. Tofflemire - General Chairman

**Addendum 13
Duties at Final Terminal**

Montreal, Quebec
May 21, 1982

Mr. P.M. Mandziak
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Mr. G. Thibodeau
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. A.J. Ball
General Chairman
Brotherhood of Locomotive Engineers
Regina, Saskatchewan

Gentlemen:

During National Negotiations which culminated in the signing of the Memorandum of Settlement on March 17, 1982, the Brotherhood of Locomotive Engineers asked that we provide a letter clarifying the intent of Agreements 1.1 and 1.2, insofar as the work required of locomotive engineers and trainmen upon arrival at the final terminal of their trip where yard engines are not on duty.

During our discussions on the matter, you confirmed that you were not seeking to change accepted practices that presently exist but were concerned that at some locations Corporation Officers were requiring their members, after turning their train over to the outbound crew, to take another engine from the shop track and perform industrial switching.

The Corporation informed you that your members will not be required to perform switching at the final terminal of the trip using another engine, after having turned over the engine consist on the train for which called to the outgoing crew except when switching is required in connection with the set off of their own train or in cases of necessity such as rerailling car, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial track account track conditions.

We believe that generally speaking, line officers are arranging work on arrival at final terminals where yard engines are not on duty along the foregoing lines. However, we hope that the above clarification will clear up any misunderstanding in this regard.

Yours truly,

W.H. Morin
Vice-President
Labour Relations

Mr. J.B. Adair, Vice-President,
Brotherhood of Locomotive Engineers
Ottawa, Ontario

Addendum 14
Halifax Closure Agreement

VIA RAIL CANADA INC.

MEMORANDUM OF AGREEMENT BETWEEN VIA RAIL CANADA INC.
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS CONCERNING THE
CLOSURE OF HALIFAX, N.S., AS A HOME TERMINAL

Effective June 15, 1993, Halifax, N.S., will be closed as a home terminal and the work now performed by locomotive engineers at Halifax will be transferred to Moncton, N.B., subject to the following conditions:

1. For the purposes of this Memorandum of Agreement, the following are the employees adversely affected by the closure of Halifax:

Name	PIN
E.W. Davenport	990840
G.R. Soublière	991534
K.D. Currie	990930

2. An adversely affected employee may elect one of the following options:
 - I.(a) An employee who is at least 55 years of age and whose age and years of service total at least 85 will be entitled to a monthly separation allowance payable until age 65 (or time of death if earlier) which, when added to his Corporation pension, will give him an amount equal to the following percentage of average annual earnings over his best five-year period;

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%
25 or less	60%

- (b) Eligible employees, as defined in Option I(a) may elect, in lieu of the monthly allowance, a lump sum payment which will be equal to the current value of such monthly separation allowance payment calculation on the basis of a discount rate of 10% per annum.
- (c) In the application of Option I(a), an eligible employee who was not a member of the Canadian National 1959 Pension Plan or who became a member of that Plan as a result of its re-opening in 1978, will receive the monthly separation allowance or the lump sum payment calculation on the assumption that he did belong to the Canadian National 1959 Pension Plan throughout his career. Such employee will receive the payments due him in accordance with Option I(a) or I(b), as the case may be, minus any pension payments which would have been due had he been a member of the Canadian National 1959 Pension Plan.
- (d) A monthly separation allowance shall cease upon the death of the employee.

II.(a) An employee who is at least 52 years of age and who will be eligible for early retirement under the Corporation's Pension Plan within three years, will be entitled to go on a Deferred Separation Plan. The following conditions will apply:

1. Such employee will be paid on the same bi-weekly basis as he was paid while on active service with the Corporation. Normal deductions covering pension, income tax, etc., will be made in the usual manner. It is understood that, in such situations, active employment is severed and the employee will not be entitled to future wage adjustments.
2. Such employee will be compensated on the basis of 65% of the basic weekly rate of pay of the position he held at the time he elected the provisions of this Clause II. However, he must exhaust all vacation entitlement prior to commencing to receive the 65% compensation.
3. Such employee will also be entitled to a separation in a lump sum payment calculated on the following formula:

YEARS OF CUMULATIVE COMPENSATED SERVICE	NO. OF WEEKS AT BASIC WEEKLY RATE OF PAY
35 and over	40
34	39
33	38
32	37
31	36
30	35
29	34
28	33
27	32
26	31
25 or less	30

NOTE: This lump sum payment will not be considered earnings for pension calculation purposes.

4. While on the Deferred Pension Plan, the employee will accumulate credit for pension eligibility purposes.
- III. A Displacement Allowance of \$30,000. An employee electing this option may choose to receive a lump sum of \$30,000 or two payments of \$15,000 over a 13-month period.
- IV. Employees electing Option I or II shall:
 - (a) Be entitled to have their group life insurance continued, fully paid up by the Corporation, until age 65, at which time they will be provided a paid-up life insurance policy, fully paid by the Corporation, in an amount equal to that in effect in the existing Collective Agreement.
 - (b) Be entitled to have their Extended Health Care benefits continued, fully paid by the Corporation, until age 65.
3. Territory "D" employees, other than those specified in Item 1, who are awarded an assignment on the initial bulletin and who relocate to Moncton, establishing their principal residence at Moncton, will be entitled to:
 - (a) The relocation benefits provided in Article 25.8 and 25.9 of the Collective Agreement,
 - (b) If they are not home-owners and rent or lease unfurnished accommodation, claim the relocation benefits provided in Article 25.8 of the Collective Agreement, or in lieu thereof an amount of \$7,500.
4. Territory "D" employees relocating to Moncton on the initial bulletin will be entitled to accommodations supplied by the Corporation for a period of six months.
5. Territory "D" locomotive engineers who relocate to Moncton and who are later medically restricted, or are displaced as a result of seniority rules or other provisions in the Collective Agreement, will be entitled to the relocation benefits provided in Articles 25.8 and 25.9 of the Collective Agreement.

6. The regular Moncton-Halifax assignments will be crewed with four Territory “D” locomotive engineers and two Territories “F” locomotive engineers.
7. The adversely affected employees will have preference in the filling of Territory “D” assignments on the initial bulletin.
8. New runs or permanent vacancies on the Moncton-Halifax Territory “D” assignments will be first bulletined to locomotive engineers and those not working as such who hold seniority as locomotive engineers on Territory “D”, at both VIA Rail Canada Inc. and Canadian National Railway. There being no successful applicants, such new runs or permanent vacancies will then be bulletined to Territory “F” locomotive engineers and those not working as such, at both VIA Rail Canada Inc. and Canadian National Railway. When a Territory “D” assignment is awarded to a Territory “F” locomotive engineer, it will again be bulletined to Territory “D” locomotive engineers at each subsequent change of timetable.
9. Vacancies of less than 14 days on Territory “D” assignments will be crewed by VIA spare board at Moncton. When the spare board is exhausted, locomotive engineers will be called, on a tour of duty basis, in the following sequence:

Locomotive engineers on the Territory concerned who have booked up for emergency work.

- (a) Locomotive engineers not working as such from the Territory concerned.
 - (b) Locomotive engineers on the other Territory who have booked up for emergency work.
 - (c) Locomotive engineers not working as such from the other Territory.
10. Temporary vacancies of 14 days or more on territory “D” assignments including the spare board will be awarded in the following sequence:
 - (a) VIA Territory “D” locomotive engineers.
 - (b) VIA Territory “D” locomotive engineers not working as such.
 - (c) VIA Territory “F” locomotive engineers.
 - (d) VIA Territory “F” locomotive engineers not working as such.

11. Territory "D" locomotive engineers will not accumulate seniority on Territory "F"; likewise, Territory "F" locomotive engineers will not accumulate seniority on Territory "D".
12. For mileage equalization purposes, no imbalance will be created by locomotive engineers working in accordance with the provisions of this Memorandum of Agreement.
13. A VIA spare board will be established at Moncton subject to the following conditions:
 - (a) The spare board will consist of a minimum of one (1) (effective October 13, 2012) Territory "F" locomotive engineers and one Territory "D" locomotive engineer. However, should there be a reduction in the number of regular assignments, e.g., as a result of a reduction in service, the parties will meet to arrange for any required adjustment in the spare board consist.
 - (b) Should the spare board require to be increased above the minimum, the Regional Director, Transportation, or his delegate, will discuss the matter with the Local Chairmen involved to determine to which Territory the additional assignment will belong.
 - (c) The provisions of the Collective Agreement dealing with the adjusting of spare boards are suspended at Moncton.
 - (d) Employees assigned to the spare board who are available for duty for an entire payroll period will be guaranteed for each such 14-day period \$2,127.80. This guaranteed amount will be altered to reflect any increase in rates of pay.
 - (e) For each calendar day or portion thereof on which employees on the spare board are not available for duty or for each call missed, the guarantee shall be reduced by \$151.99. The amount of the guarantee to be reduced will be altered to reflect any increase in rates of pay.
 - (f) Employees standing first-out in the spare board rotation at the calling time who make themselves unavailable or miss a call for vacancies for which called will be penalized as described in Item 13(e) above.

- (g) Employees who are not first-out in the spare board rotation at the calling time and who miss a call as a result of actions of those employees described in Item 13(f) above, will not be penalized as provided in Item 13(e), but will be placed at the bottom of the spare board, as of the calling time and, if more than one employee so misses a call or calls, in the same order in which called.
- (h) Employees who stand first-out and miss more than two 2-hour calls in the guarantee period will not be entitled to any guarantee unless such calls were missed for reasons satisfactory to the proper Officer of the Corporation.
- (i) Employees who, when assigned to the spare board, book rest in excess of 14 hours will have their guarantee reduced in accordance with the provisions of Item 13(e) above, except those employees who have been on a tour of duty away from their home terminal in excess of 24 hours, calculated from the time they report for duty at the home terminal until they are released from duty upon return to the home terminal, will have their guarantee reduced only if they book in excess of 16 hours rest.
- (j) Employees entitled to the guarantee under the provisions of this Item 13 who are assigned to the spare board for only a portion of a guarantee period will be paid their full proportion of the guarantee prorated, according to the number of days the employees were on the spare board as related to the number of days in the guarantee period.
- (k) In the calculation of guarantee payments provided under the provisions of this Item 13, all compensation paid to employees under the Collective Agreement during the guarantee period or portion thereof that the employees are assigned to the spare board, will be used to offset any such guarantee payments. Compensation earned outside the period of time the employees are assigned to the spare board will not be used to offset the guarantee payments.
- (l) The provisions of this Item 13 will not be construed to mean that the earnings specified are the maximum which locomotive engineers will be permitted to earn.

14. Territory "D" locomotive engineers who are the successful applicants for assignments on the initial bulletin will be entitled to five trial trips to Campbellton and three trial trips to Saint John, prior to taking over their assignments at Moncton.
15. here shall be two separate vacation lists at Moncton: One for Territory "D" locomotive engineers and one for Territory "F" locomotive engineers.
16. In the event that a Territory "D" locomotive engineer who has relocated to Moncton can no longer perform or hold a position as locomotive engineer at Moncton, he shall have the right to exercise his seniority to CN, pursuant to the terms of the applicable collective agreement.

Signed at Montreal this 21st day of April 1993.

FOR THE BROTHERHOOD:

(sgd) B.E. Wood _____
B.E. Wood
General Chairman

FOR THE CORPORATION:

(sgd) C.C. Muggeridge _____
C.C. Muggeridge
Department Director,
Labour Relations

Addendum 15
Advice to Regularly Assigned Locomotive Engineers
Whose Trains are Running Late

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, Quebec, February 13, 1974

Mr. D.W. Blair, Vice-President, Moncton
Mr. J.F. Roberts, Vice-President, Montreal
Mr. W.D. Piggott, Vice-President, Toronto

As you know, the Brotherhood of Locomotive Engineers submitted a proposal in negotiations which requires the Corporation to pay a regular assigned locomotive engineer for all time held if his regular assigned train is operated late and set back more than four hours.

During our discussions on this proposal with the Brotherhood representatives, the General Chairman complained that locomotive engineers whose regular assignments are delayed and then set back from the normal departure time of the assignment are not as a general rule given sufficient information concerning the expected duration of the delay. The Brotherhood's prime objection was that this lack of information requires the assigned engineer to remain on stand-by for an indefinite period of time, and as a result he cannot leave the telephone for fear of missing a call for his assignment.

We informed the General Chairmen that we are not in agreement with their proposal, and at the same time we undertook to request each Region to make the necessary arrangements to provide as much information as is available concerning the anticipated duration of the delay so that the assigned engineer can judge himself accordingly.

The General Chairmen, however, alleged that in the absence of a rule with a penalty payment, their experience to date with similar letters was that they had no practical effect in remedying the situation because some line officers simply ignore the letters.

We have informed the General Chairmen that letters such as this are to be applied without reservation. We have also informed the General Chairmen that we expect that the assigned engineer for his part will keep in contact with the appropriate person to keep himself informed of the train's progress.

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

(sgd.) J.L. Cann
For Vice-President
Operations & Maintenance

c.c. Mr. E.J. Davies, General Chairman, Brotherhood of Locomotive Engineers
Mr. D.E. McAvoy, General Chairman, Brotherhood of Locomotive Engineers

Addendum 16
Merging of Territories "D" and "E"
of First Seniority District

CANADIAN NATIONAL RAILWAY COMPANY
Atlantic Region

MEMORANDUM OF AGREEMENT BETWEEN the Canadian National Railway Company (CN Rail Division) and the Brotherhood of Locomotive Engineers, providing for the terms and conditions for the consolidation of Seniority Territories "D" and "E", 1st Seniority District.

IT IS AGREED that effective on the date shown hereinafter:

1. Article 49.1* - Seniority Boundaries - will be revised by combining former Seniority Territories, "D" and "E" which will henceforward be known as Territory "D", 1st Seniority District, comprised as follows:

Territory "D"

Truro to Springnill Jct.; Truro to Halifax; Windsor Jct. to the end of steel; Southwestern Jct. to Liverpool; Mahone Bay to Lunenburg; including Truro, Halifax and Springhill Jct. Yards;

2. The following employees will be placed on the bottom of the Seniority List for present Seniority Territory "D" in the following order:

- (a) H.V. Fulton P.I.N. 576032; and
- (b) D.A. MacLeod P.I.N. 778323;

NOTE: After the effective date hereof, H.V. Fulton will continue to have firemen/helper's rights only from Southwestern Jct. to Liverpool and Mahone Bay to Lunenburg.

3. The employees named in Item 2 will hereafter have preference over all other employees on the Seniority List for new Seniority Territory "D" (as defined by Item 1 of this memorandum) for regular assignments; temporary assignments; and/or temporary vacancies of more than seven days duration on the following territories:

South Western Jct. to Liverpool; Mahone Bay to Lunenburg;

NOTE: In the application of this item, H.V. Fulton and/or D.A. MacLeod shall forfeit their preference to work on the described territories if they fail to make application for the vacancies described; or, if they make application for and are awarded a permanent vacancy on other than the territories described when their seniority standing would allow either of them to hold a vacancy on the territories described.

4. Bridgewater will be closed as a Home Station for locomotive engineers effective as indicated hereinafter and will become a subsidiary station to Halifax for all locomotive engineers on the new Seniority "D".
5. Temporary vacancies anticipated to be of less than seven calendar days duration will be first offered to D.A. MacLeod. If he cannot or does not wish to accept work on such vacancies, locomotive engineers from the Halifax Spare board will be called therefor, up to the time that such vacancies are either terminated or subsequently bulletined and awarded.

6. In the application of Item 3 hererof, in the event that H.V. Fulton or D.A. MacLeod forfeit their seniority as described by the note thereto, work on the territory described will accrue to locomotive engineers on new Seniority Territory "D" in the manner prescribed by Agreement 1.1.
7. This Agreement is subject to ratification by current employees on Territory "E", as prescribed by the constitution of the Brotherhood of Locomotive Engineers.
8. The provisions of this Memorandum of Agreement shall prevail, notwithstanding provisions of Agreement 1.1 which may be in conflict with the full application of the provisions hereof.

THIS AGREEMENT shall be effective at 2359, Saturday, October 27, 1984.

SIGNED at Montreal, Quebec, this 17th day of October 1984.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY:

H.J. Koberinski
FOR: Vice-President
Atlantic Region

M. Delgreco
FOR: Assistant Vice-President
Labour Relations

* Now Article 200

FOR BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

G. Thibodeau
General Chairman

Addendum 17
Consultation with Local Chairman re Changes
in Train Operation Affecting Locomotive Engineers' Assignments

April 28, 1978

Mr. D.E. McAvoy
General Chairman
Brotherhood of Locomotive Engineers
Montreal, Quebec

Mr. J.B. Adair
General Chairman
Brotherhood of Locomotive Engineers
St. Thomas, Ontario

Dear Sirs:

Covering Item 22 of your Appendix "C" which accompanied your letter of October 1, 1977 and which reads:

That the Corporation respect our right to man and bulletin trains the way we want, as long as it does not interfere with their schedule and that it does not cost extra money.

This is to confirm the assurance that Corporation representatives gave you during negotiations that when any changes are contemplated in train operations that will affect the manning of trains, the Local Chairman concerned will be consulted. This consultation should take place as soon as possible after it is known that the changes will occur so that the Local Chairman may make a meaningful contribution to the manning agreements.

Yours truly,

Sgd. W.H. Cole
for Vice-President
Atlantic Region

Sgd. P.J. Thivierge
for Vice-President
St. Lawrence Region

Sgd. D.W. Brayshaw
for Vice-President
Great Lakes Region

Addendum 18
Amendments to Article 58.8 and 58.12 of Article 58
Protecting Service – Applicable on the Second District

CANADIAN NATIONAL RAILWAY COMPANY
St. Lawrence and Great Lakes Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Locomotive Engineers amending Articles 65.8 and 65.12* of Agreement 1.1 with respect to locomotive engineers on Seniority District No. 2.

IT IS AGREED that, effective May 18, 1979, the Memorandum of Agreement signed at Montreal, Quebec, 5 April 1974, in connection with Articles 65.8 and 65.12* of Agreement 1.1 as they apply to locomotive engineers on Seniority District No. 2, is cancelled and the following substituted therefor:

1. 65.8 (58.8)* A successful applicant will be permitted to displace locomotive engineers who have bid in positions at the point where the shortage exists.
2. 65.12 (58.12)* The junior locomotive engineer not working as such on the seniority district will be required to respond when advised and must report as soon as practicable at the station where locomotive engineers are required. Such locomotive engineers will not be permitted to displace locomotive engineers who have bid in positions at the point as long as the shortage exists. They will remain at that point as long as the shortage exists or until the next change of time table or until their services are required as locomotive engineer at their home station whichever occurs first. However, should junior qualified locomotive engineers become available later, the locomotive engineer who has been forced will be permitted to return to his home station after being a minimum period of 30 calendar days at the point where the shortage exists. He will be released when the junior locomotive engineer reports at the point where the shortage exists and in such instances the provisions of Article 65.15* will not apply to the junior locomotive engineer. If released, not including recall, prior to the change of timetable, the senior forced locomotive engineer will be released. In either case he will be returned to his originating home station. When the junior locomotive engineer not working as such is not available to move within a reasonable time as required by article 65.12*, the next junior locomotive engineer not working as such at the terminal shall be sent immediately and when the junior locomotive engineer not working as such is available he shall be sent to relieve the locomotive engineer who filled the original requirement.

No part of this Memorandum of Agreement shall be used against the Corporation in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of an employee when such grievance or time claim is the direct or indirect result of a violation of this Memorandum of Agreement by another employee covered by this Agreement.

3. This Memorandum of Agreement shall remain in effect subject to 30 days' notice in writing from either party of desire to cancel it.

Signed at Montreal, Quebec, this 4th day of May 1979.

FOR THE COMPANY:

(Sgd.) D.C. Fraleigh
for Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd.) D.E. McAvoy
General Chairman

Addendum 19
Run to the meet between operation between
Edmonton and Biggar

Between VIA Rail Canada Inc

And Teamsters Conference Rail Canada.

Subject: **Run to the meet between operation between Edmonton and Biggar**

During National Negotiations for the renewal of the 1.4 Collective Agreement that expired on December 31, 2006, the Union raised the issue of the run to the meet between Biggar and Edmonton.

The matter was mediated resulting in the following local agreement:

Operation

Crews operating on trains no. 1 and 2 between Edmonton and Biggar will change off enroute unless scheduled or required to operate to the away from home terminal.

The meet window where the meet is anticipated to normally occur, is established as that portion of the Wainright Subdivision between Dunn and Kinsella, inclusive.

Compensation

Schedules will be built assuming that the meet will occur within this “meet window”.

In situations where the meet is made enroute but outside the meet window, the crew operating beyond the meet window will be compensated over and above on a minute by minute basis for all time spent operating outside the meet window.

When the meet is made enroute, no crew will be paid less than the scheduled hours of their assignment for that trip.

In situations where no meet is made due to one or both crews operating through to the objective terminal the crews will be compensated in the normal straight away fashion. Once at the away from home terminal, the crew(s) will be deadheaded back to their normal terminal.

Crews will be advised when called if they are not meeting enroute as scheduled due to operational reasons.

As far as practicable upon reporting for duty, crews will be advised where the meet is expected to occur.

This agreement is without precedent or prejudice.

Signed this 11th day of December 2009

On behalf of VIA RAIL Canada

On behalf of Teamster Canada Rail Conference

Edward J. Houlihan
Director, Labour Relations

Dan Schewchuk
President

Adrien Richard
Senior Advisor, Labour Relations

René Leclerc
General Chairman

Gene Selesnic
Manager, Train Operations

William Michaels
General Chairman

Bruce Willows
General Chairman

Addendum 20
Vacation Allotment Toronto 4

January 1, 1990

It is understood that Locomotive Engineers home stationed at Toronto South will be limited to a maximum of (3) three weeks annual vacation between June 15th and September 15th of the calendar year. It is further understood that "special circumstance" cases will be dealt with between the proper Officer of the Corporation and the Local Chairman.

This agreement is subject to cancellation by either party upon serving 30 days' notice in writing.

For the Corporation

For the Brotherhood

(sgd.) K. Taylor

(sgd.) P.M. Mandziak

Addendum 21
Capreol, Closure Agreement Sioux Lookout, Layover Agreement

April 15, 1992

Mr. C. Hamilton
General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 140
Kingston, Ontario
K7L 4V6

Dear Mr. Hamilton

This is further to our notice of November 27, 1991, under Article 78.1 of the Collective Agreement in connection with changes to the schedule of Trains 1 and 2 to take effect April 26, 1992.

As we agreed at the meeting of March 11 and 12, 1992, in Toronto, the following will apply to minimize the adverse effects on employees:

1. For the purpose of this letter of Agreement, the following are the employees adversely affected by these changes:

Capreol

Griffith, K.	PIN 991460
Krystia, G.	PIN 991109

Hornepayne

Dalcin, R.J.	PIN 991061
Dasti, R.J.	PIN 990994
Doyle, A.B.	PIN 991116
Emard, G.M.	PIN 991549
Mackie, J.G.	PIN 990862
Patkau, D.R.	PIN 991137
Paul, W.C.	PIN 990728
Plante, R.F.	PIN 991025
Redgrift, A.J.	PIN 991518

2. As a result of the Corporation closing Capreol as a home terminal, the adversely affected employees at Capreol will be entitled to a Displacement Allowance, to be paid in a lump sum of \$28,500. Should any employee at Capreol elect to avail himself of an early retirement allowance as described in Item 3 hereof, he will not be entitled to the allowance in this Item 2.

3. Retirement Opportunities will be offered as follows:
 - (a) Capreol- 2
Hornepayne 1
 - (b) The retirement opportunities will be offered under the same provisions as those in Article F of the former so-called VIA Special Agreement signed June 4, 1987.
4. Adversely affected employees will be entitled to a Maintenance of Earnings under the terms of the Attachment to this Letter of Agreement, subject to Item 5 hereunder.
5. The parties recognize that the new crewing between Hornepayne and Sioux Lookout will create a unique situation. This is so because of the lengthy layover (approximately 34 hours) at Sioux Lookout twice a week; also the lack of transportation facilities to deadhead employees from Sioux Lookout to Hornepayne. To meet that unique situation, the Corporation has agreed that only one half (1/2) of the layover entitlement will be charged against an adversely affected employee's Maintenance of Earnings. This arrangement will only remain in affect so long as the unique situation exists. Should there be any change that reduces significantly the layover time at Sioux Lookout, or should it become practicable to deadhead crews from Sioux Lookout to Hornepayne, the Corporation may terminate the terms of this Item 5 by giving 30 days' notice to the Union.
6. Three additional positions to operate Trains 1 and 2 between Toronto and Capreol will be advertised in accordance with the Collective Agreement and the Transfer Agreement dated June 4, 1987.

Please indicate your agreement to the foregoing by signing in the space provided below, returning one copy of the letter for our files.

Yours truly,

(sgd) K. Taylor for
C.C. Muggeridge
Department Director,
Labour Relations

I agree:

(sgd). C. Hamilton
C. Hamilton
General Chairman

Addendum 22
Informal Discipline Process

July 16, 2009

Dan Shewchuk
President
Teamsters Canada Rail Conference
Suite 1710, 130 Albert Street
Ottawa, ON K1P 5G4

Bruce Willows
General Chairman,
Teamsters Canada Rail Conference
Suite 310, Building No. 2
Whitemud Business Park
9622, 42nd Avenue
Edmonton, Alberta T6E 5Y4

René Leclerc
General Chairman
Teamsters Canada Rail Conference
602, 6th Avenue, Suite 360
Grand-Mère, Québec G9T 2H5

Richard Dyon
General Chairman
Teamsters Canada Rail Conference
5167 de Horta
Laval, Québec H7W 0A6

Dear Sirs:

Re: An Informal Discipline Process

In the current round of collective bargaining the Corporation and the Union discussed a pilot project to address issues that did not warrant the formal investigation process. Mediation efforts produced the following informal discipline process which will remain in effect while the renewed Collective Agreement 1. 4 is in force.

1. the informal discipline process will not be available for any employee with 20 demerits or more on their discipline record at the time of the incident.
2. the maximum discipline which can be imposed using the informal discipline process is 10 demerits.
3. the employee will receive written notice to appear for the meeting in accordance with Article 20.1, with a copy to the Union.
4. the employee will be paid for attending the informal discipline meeting in accordance with the Collective Agreement.
5. the parties will use the Informal Discipline Meeting form attached as Appendix "A" as a record of meeting.
6. the Corporation will deliver a written decision within 14 days.
7. Any discipline assessed in the informal process is eligible to be the subject of a grievance in accordance with Article 21.

The informal process will not be used for issues concerning the new uniform for Locomotive Engineers for a period of 6 months following implementation of the uniform standards. During this time period the first recourse to address uniform problems will be consultation with the local chairman. The Corporation retains the right to conduct a formal investigation for a uniform issue when they deem it is necessary.

This agreement can be cancelled for a region by either the General Chairman responsible or the Director of Labour Relations upon 30 day written notice to the other citing the reasons for the cancellation.

Informal Discipline Meeting

Between

VIA Rail Canada Inc.

And

Teamsters Canada Rail Conference

Employee Name _____ PIN _____

Allegation _____

Date of Occurrence _____ Location _____

Details _____

Employee Response _____

Date of Meeting: _____

Employee Signature: _____ TCRC per: _____

VIA Rail per: _____

**Addendum 23
LETTER OF AGREEMENT**

January 12, 2023

Re: Periodic ad hoc arbitration

This letter of agreement concerns the use of the services of an arbitrator outside the normal schedule of the Canadian Railways Office of Arbitration and Mediation.

During the negotiations that led to the renewal of the collective agreement, the parties discussed the number of cases currently awaiting a hearing at the arbitration office as well as the possibility of proceeding on an ad hoc basis.

Therefore, it is agreed that for the duration of the current collective agreement, the parties may proceed to arbitration on an ad hoc basis. It is understood that if three months after the filing of a request for a hearing, a grievance is still not on the CROA's schedule, either party may avail itself of the provisions of this agreement. It must then notify the other party and discussions on the choice of an arbitrator must be held. Time limits and the choice of a hearing date should not be unnecessarily lengthened.

Concerning the choice of an arbitrator, the requesting party will suggest names of arbitrator to the other party. The other party can refuse up to two suggested candidates but will be obliged to accept the third.

The normal CROA rules shall be used for the presentation of cases. The costs relating to these arbitration sessions will be borne equally between the parties.

Signed January 12, 2023, in Montreal (Quebec).

On behalf of Via Rail Canada

On behalf of the TCRC

Addendum 24
Letter in Reference to Seniority Status for Employees

April 7, 2011

Re: Employees who do not perform work within a 24-month period

Effective January 1st, 2011 an employee's seniority will be forfeited, his or her name will be removed from the seniority list and his or her employment terminated if as a result of lay-off, the employee has no compensated service under this Agreement in the application of seniority for any consecutive twenty-four (24) month period.

The designated Union Representative shall be provided with a list of the names of those employees who will be removed from the seniority list through the application of this rule. The Corporation will notify to their best ability the above mentioned employees.

Addendum 25
Letter in Reference to Safety Footwear

April 7, 2011

Re: Boot Allowance

An employee, who is required by the Corporation to wear safety footwear and has rendered compensated service during the year, and holds employment relationship, will be entitled to a safety footwear allowance of \$250.00 dollars every two (2) years payable in the 2nd pay period of September, commencing September 2011. Such footwear must be in compliance with the Canada Occupational Safety & Health Regulations (C.S.A. approved).

Addendum 26
Reservist's agreement

Montreal, April 22nd 2016

Mr. William Michael

Mr. Bruce Willows

Mr. Jean-Michel Halle

Re: Canadian Armed Forces Reserves at VIA Rail

Dear Sirs,

Reservists are members of the Canadian Armed Forces who serve on a part-time basis and hold civilian jobs. Members of the Reserve Force are required to undergo training of up to 15 days annually. They are entitled to an unpaid leave of absence for this period under Article 247.5(1) of the Canada Labour Code.

To support the reservists working at VIA Rail and attract members of the Reserve Force to join VIA Rail, we wish to enhance the minimum standards prescribed under the Code for our employees and your members.

The Corporation proposes the following;

- **Leave** - for military training- payment of top up benefit: 100% of base salary (the difference between the employee's gross salary and the pay received by the Reserve Force) – one leave per year , a maximum of 15 working days per year
- **Group Insurance**- all coverages maintained- (Note: no benefits paid if expenses, claims or disability arise from war or insurrection.)
- **Pension Plan**- the employee may choose to maintain participation (they must pay his/her contributions)

The Corporation wishes to implement these changes as soon as possible and Teamsters Canada Rail Conference recognizes the importance of these improvements and agrees to make these changes to the leave provisions for members of the Reserve Force. The parties agree that these provisions will be incorporated into Collective Agreements 1.4 and 4.2 upon renewal.

Signed the day of *April 22, 2016 in Montreal*

VIA RAIL Canada

Teamster Canada Rail Conference

Edward Houlihan
Director, Employee Relations

William Michael
General Chairman, Central Region

Gilbert Sarazin
Senior Advisor, Employee Relations

Jean-Michel Hallé
General Chairman, Eastern Region

Bruce Willows
General Chairman, Western Region

INDEX

Accommodations En Route	31
Additional Compensation	24
Advertising and Filling of Positions	62
Adverse Effects of Changes in Working Conditions	50
Advices to Regularly Assigned Locomotive Engineers Whose Trains are Running Late	148
Allowance when tied up away from terminal	67
Amendments to Article 58.8 and 58.12 of Article 58 Protecting	157
Annual Vacation Periods	38
Annual Vacation	36
Appeal to Arbitration	46
Appraisal Procedure - Sale of House	54
Arrangements	31
Assembling Locomotive Consist	79
Assignment of Locomotive Engineers	57
Assigning	57
At Terminals	29
Attending Court or Inquest	42
Attending locomotive	79
Availability	57
Availability of Taped Conversations	130
Availability Defined	35
Basic Day	28
Benefit: Dental, Extended Health Care Plans and Life Insurance	48
Benefit Plan	48
Bereavement Leave	49
Bidding from One Assignment to Another	66
Bidding from One Terminal to Another	66
Board of Review and Arbitration	51
Booking Rest	29
Booking Rest En route	30
Cab Amenities	79
Called and cancelled	72
Calling	72
Canada Labour Code	56
	155

Cancellation of Regular Passenger Assignments	62
Capreol, Closure Agreement Sioux Lookout, Layover Agreement	158
Certificate of Service	57
Change of Timetable	62
Changes to Assignment	66
Complaint against Locomotive Engineers	68
Consolidation Agreement - schedule "A" Shelved Articles, Appendices and Addenda – Collective Agreements nos. 1.1, 1.2 and 1.4	93
Consultation with Local Chairman re Changes In Train Operation Affecting Locomotive Engineers' Assignments	151
Corporation Initiated Meetings	43
Crew Consist Adjustment Agreement	103
Crew Display Monitors and Code a Phone System	155
Crewing	28
Deadheading	73
Definition of Home stations	85
Definition of Cumulative Compensated Service	32
Definition of Qualified and Promoted Locomotive Engineer	10
Definition of Separate Run	84
Definition of Temporary Vacancy	64
Definition of Terminals	83
Definition of Work Train service	66
Demotion Restriction	48
Dental Plan	48
Designation Switching limits	80
Disciplinary	48
Disputes Re Application of This Article	52
Districts	11
Duration of Agreement	89
Duties of Locomotive Engineers During Preparatory and Inspection Time	104
Duties at Final Terminal	139
Early Retirement Allowance	56
Employees on Leave of Absence	18
Employees Required to Work on General Holiday	34
Employees not Required to Work on General Holiday	34
	156

Establishment	86
Establishment of the Canadian Railway Office of Arbitration	131
Estate Benefit	49
Exercising Seniority when Reductions Take Place in Seniority Districts	19
Exit from Service	40
Expedited Mediation-Arbitration process	162
Expenses Away From Home	83
Extended Health Care Plan	49
Familiarization	121
Filling of Vacancies when No Application Received	65
Final Terminal Time	71
For Other Reasons	18
General Booking rest	29
General investigation	42
General Holidays	33
General grievance	47
Grievance Procedure	45
Grievance Procedure and Final Settlement of Disputes	45
Halifax Closure Agreement	140
Held-Away-From Home Terminal	85
Held for Investigation	41
Held for Investigation, Attending Court and Attending Corporation Meetings	41
Home Stations	85
Home for Saturdays and or Sundays	87
Hours of Service and Overtime	25
Housing and Taking Locomotive Out	79
Implementation of Change	52
In Pool Service	60
Inter-District runs	22
In Regularly Assigned Service	58
Initial terminal time	70
Informal Discipline Process	160
Inspection time	71
Interpretation of Collective Agreement	129
Introduction of Electric or Other Motive Power	88
	157

Investigation – Discipline	43
Jurisdiction	86
Jury Duty	50
Laid Off	20
Letter in Reference to Yards Parked	138
Learning Road	78
Learning the Road	87
Leave of Absence and filling Excepted Positions	18
Life Insurance in service	49
Locomotive Engineers Not Considered Absent	61
Manning Permanent Vacancies And New Assignments	63
Manning Work Trains vacancies	67
Meals Passenger Service	76
Maintenance of Earning	25
New lines and Extensions	23
New Type of Motive Power	79 - 88
Not Required to Exercise Seniority	87
Notice and Negotiations	50
On Spare Boards - System application	68
Operation of Assignments in Yard and Road Service in Case of Work Stoppage	40
Overcoming a Shortage of Locomotive Engineers at Home Stations by Bulletin	82
Operation of Work trains - ten consecutive days	68
Particulars of House to be Sold	55
Payment for Medical Examinations	23
Performing Special Service	81
Physical Disability	48
Picking up and Setting out Diesel Units in Road Service	78
Piloting	80
Posting of notice	65
Preparatory Time	70
Printing of Collective Agreement	88
Promotion to Locomotive Engineers' Working List at Home Stations	81
Protecting Service	81
Qualification Provisions and Table	38
Rates of Pay Passenger Service	24
	158

Regularly Assigned Locomotive Engineers Operating Late or Cancelled	60
Relieving Locomotive Engineers At A Turnaround Point	61
Relocation Expenses	52
Reporting	87
Representation	10
Reservist's agreement	167
Rest Period	30
Resuming Duty	32
Rules Examinations	24
Run-around	69
Running of Locomotive Engineers	58
Run to the meet between operation between Edmonton and Biggar	153
Safety Footwear Allowance	166
Seniority	11
Seniority List	11
Seniority Protection	17
Seniority of Discharged Locomotive Engineers Re-entering Service	17
Seniority of Locomotive Engineers Taken Over with New Lines	23
Seniority Status for Employees	165
Service Applicable on the Second District	152
Service at Terminals and Turn around Points	84
Service Out of Away From Home Terminal	85
Shortage of Locomotive Engineers at Home Station	81
Sleeping quarters	67 - 87
Spare Board Operation	68
Spare Board Recall	101 - 102
Step 1 - Presentation of Grievance to Immediate Supervisor	45
Step 2 - Appeal to Regional Director, Customer Services<	45
Step 3 - Appeal to Department Director, Labour Relations	46
Supplies for Locomotives	79
Successor Rights	10
Superior Service	86
Supplying Shortage	83
Switching Limits	80
Switching Out Locomotives	79
	159

Temporary Vacancies	64
Terminals	83
Tied Up Between Terminals	84
Time Allowance for Locomotive Engineers on Locomotives Operating Through Terminals	62
Time returns	75
Tour of Duty between Trips	128
Trading Shifts or Tours of Duty	61
Transfers between Home Stations	86
Transportation of Household Effects	88
Transportation of Household Goods	87
Travel Allowance	74
Two (2) week Locomotive Engineer Training program	115
Unassigned Locomotive Engineers called for work train service	68
Union Dues Agreement	135
Use of Masculine Gender	10
Vacation Allotment Toronto 4	157
VIA Amalgamated Seniority	11
When Material Change Does Not Apply	52
Work Outside Switching Limits	80
Work Train performing revenue switching	67
Work Train Service	66
Writing Operating Rules of Another Railway	87

