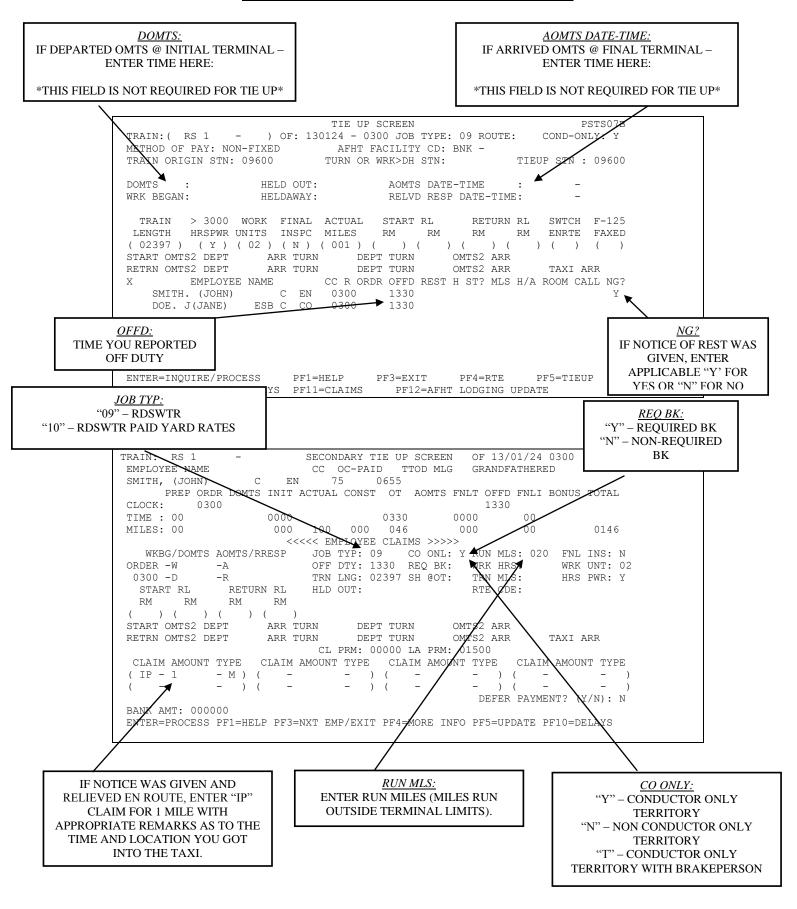
Collective Agreement ROADSWITCHER TIE UP GUIDE



The only tie up times required for roadswitcher service are your on and off duty times as roadswitchers are paid strictly on an hourly basis and overtime after 8 hours. CMA will automatically calculate the overtime based on your on and off duty times.

<u>DO NOT</u> enter <u>WORK BEGAN</u> or <u>RELIEVED</u> of responsibility times as this generates D1 and D2 claims which are not applicable in roadswitcher service and reduces road overtime.

Conductor Only Payments

If you have a trainman, required or non-required, conductor only premiums are not applicable account non-fixed turnaround service. This includes CT and EC claims and the Length of Run allowances. If you do not have a trainman, all eligible switching claims apply. CT and EC claims are both paid a minimum of 1 hr and above the minimum day. EC claims reduce road time so it is important to enter the actual time occupied in switching when applicable. CMA will always pay a minimum of 1 hr regardless if switching was less than 1 hr.

NG – Over 10 Hrs on Duty (Notice Given and Relieved of Responsibility)

The \$80 Penalty Claim as outlined in the MOS for being on duty over 10 hours applies to Assigned Roadswitcher Service. If notice was given and you were relieved en route and the agreed upon transit time exceeds 10 hrs, you will need to submit an "IP claim for 1 mile with appropriate remarks indicating the location and time you entered the taxi. This will send the ticket to an Auditor who will input the \$80.00 NG claim on your behalf as CMA currently does not have the capability to auto generate this claim, nor can employees submit a NG claim on their tie up.

PU – Picking Up / Setting Off Units – NOT APPLICABLE

10-mile PU claims for lifting or setting off locomotives are NOT payable in Roadswitcher Service.

If you did not Leave the Yard Limits (Job type 10):

Yard Rates are applicable if you did not leave the yard. In order to achieve yard rates on your tie up, you must change the job type from 09 (roadswitcher) to **10** (roadswitcher paid yard rates) on the secondary tie up screen.

2013 - 100 % Roadswitcher Rates (Based on 100 miles or 8 hours min day)	Southern Ontario / Quebec	Northern Ontario / Manitoba	Laggan Sub	Alberta / B.C.
Engineer	\$ 250.06	\$ 250.42	\$ 252.50	\$ 252.50
Conductor	\$ 228.43	\$ 228.51	\$ 229.87	\$ 228.51
Non-Required BK	\$ 197.58	\$ 197.65	\$ 199.76	\$ 198.42
Required BK	\$ 207.46	\$ 205.82	\$ 207.97	\$ 206.64

RQ Rates - 100%	2013
CO Roadswitcher West & East	\$247.81
BK, Roadswitcher East & West	\$220.97
Conductor, Freight East	\$243.97
Conductor, Freight West	\$226.07
Brakeperson, Freight East	\$214.56
Brakeperson, Freight West	\$199.24
Conductor, Commuter West	\$317.49

ENGINEERS

ARTICLE 8 – ROAD SWITCHER SERVICE

8.01 Assignments operating on turnaround basis within an area of 30 main track miles from the outer main track switch or designated point in any direction from the initial starting point will be classified and assigned as Road Switcher Service. Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement to extend the area beyond 30 main track miles in any individual road switcher assignment. In the event that this is not resolved at the local level, it may be referred to the General Chairman by the General Manager.

8.02 Engineers assigned to such Road Switcher Service will perform all service required and may be run in and out and through their regular assigned terminals, without regard for rules defining completion of trips, but will not be run off their promotion territories, time to be computed continuously from shop track to shop track with time and one-half after 8 hours, exclusive of inspection time.

8.03 Engineers assigned in Road Switcher Service, who do not lay off of their own accord, will be paid not less than 2600 miles per month at Road Switcher Rates, inclusive of all earnings. In the event of an assignment being discontinued or created during any month, Engineers will be paid their proportion of the monthly guarantee on the calendar day basis for each day held in the assignment.

Note: The term "Road Switcher" as used above does not apply to passenger, work or mixed train assignments. Clause 33.04 will not apply to Road Switcher assignments.

8.04 Local Officers of the Company and Local Chairmen may make arrangements by mutual agreement for a Road Switcher assignment to have different bulletined starting times on different days of the week.

8.05 An Engineer who is regularly assigned in road switcher service and who performs a complete tour of duty exclusively within the yard or switching limits will be paid at yard rates of pay.

8.06 Wherever practicable, road switcher assignments operate with multiple unit consists, the units shall be marshalled back to back.

TRAINMEN

ARTICLE 20 - ROAD SERVICE - ASSIGNED SERVICE CONDITIONS

20.01 Assignments, other than work trains, will be bulletined specifying the home terminal, initial and objective terminals for each trip, territory over which the assignment is to perform service, starting time and days of operation. So far as it is practicable, assignments will start at the bulletined starting time, except that on any day, an assignment may be started up to five hours beyond the bulletined starting time, but not earlier than that specified in the bulletin unless otherwise mutually agreed. Should an assignment not be called within five hours of its bulletined starting time, the assigned crew shall be cancelled. When bulletined starting time is changed more than 3 hours, the assignment will be re-bulletined.

Bulletins for work train assignments will, as nearly as possible, specify the subdivisions on which

the work is to be performed and the nature of the work. This does not mean that crews assigned to work train service as bulletined, cannot be used for other work train services on the specified subdivisions or on other subdivisions.

Local Officers of the Company and Local Chairperson may make arrangements by mutual agreement or a Road Switcher assignment to have different bulletined starting times on different days of the week.

20.02 Assignments may be created to provide for additional extra or swing Brakeperson, extra Baggagepersons or Assistant Conductors, to augment a full crew on passenger assignment, when such additional employees are not required to work with the regular crew for the full extent of the run. Home and objective terminals for assigned additional Trainpersons will not necessarily be the same as those for the crews on the regular assignment, but the same rates, conditions and guarantees will apply.

20.03 Regularly assigned Trainpersons will not be regarded as subject to call for spare work during their layover periods unless they signify in writing their desire for spare work, but they will not be so used when spare employees are available, subject to the provisions of Article 39.06(1).

20.04 Crews assigned to regular runs will not be compelled to staff runs other than that to which they are regularly assigned, except in cases of wrecks when no other crews are available.

Assigned crews willing to perform extra service during their layover hours will not be used to the detriment of unassigned crews if unassigned crews are available.

When an assigned crew is used instead of an available unassigned crew, the unassigned crew will be compensated to the full extent of the total miles made by the assigned crew making the trip. **20.05** Trainpersons assigned to regular runs will not be required to stay in cabooses at terminals and unless they are advised they will be required before their regular run, they will not be considered absent from duty if so required and not available.

20.06 When an assigned crew is used outside its assignment off its assigned territory it will be paid at schedule rates and conditions for such service in addition to and irrespective of the compensation provided for the assigned service.