

**ARCHIVED COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN PACIFIC RAILWAY**

**AND THE**

**TEAMSTERS CANADA RAIL CONFERENCE  
TRAINMEN**

**EMPLOYED IN CANADA**

**BY**

**CANADIAN PACIFIC RAILWAY**

**EAST OF THUNDER BAY, ONTARIO**

**PREAMBLE**

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

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## ARTICLE 1.02 HANDLING GOVERNMENT MAIL

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Formerly Article 1 (b) "Handling Government Mail – Article 2".

- (1) Train Baggage man who receive, help to load or unload, handle for the purpose of checking, transfer or delivery, between or at terminals, any sacks of Her Majesty's mail on runs which regularly handle same, will be paid the sum of:

Effective			
Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
\$53.12	\$54.71	\$56.08	\$57.76

per bi-weekly pay period therefore.

- (2) When a Baggage man on a regular run works only part of a bi-weekly pay period, he will receive his due proportion of this amount and the man or men relieving him will also receive their due proportion of same..
- (3) Train Baggage man who are only intermittently required to handle mail as described above, by reason of them being assigned to trains in pool or other service, some of which do not regularly carry mail, will be compensated therefore on the basis of:

Effective			
Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
\$5.74	\$5.91	\$6.06	\$6.24

per trip, with a maximum of:

Effective			
Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2005
\$53.12	\$54.71	\$56.08	\$57.76

per bi-weekly pay period. On short turn-around runs a round trip will be considered a trip within the meaning of this issue.

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## ARTICLE 1.03 PASSENGER SERVICE – SHORT TURNAROUND RUNS – OVERTIME

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Formerly Article 1 (c), "Passenger Service – Short Turnaround Runs-Overtime – Article 3(b)"

- (1) Overtime shall be computed for each employee on the basis of actual overtime worked, or held for duty, at the following rates per hour:

Effective January 1, 2003				
	Step Rates			
	85%	90%	95%	
<b>Conductor</b>	\$18.320	\$15.572	\$16.488	\$17.404
<b>Asst. Conductor</b>	\$15.917	\$13.529	\$14.325	\$15.121
<b>Baggage man</b>	\$15.014	\$12.762	\$13.513	\$14.263
<b>Brakeman</b>	\$14.779	\$12.562	\$13.301	\$14.040

Effective January 1, 2004				
	Step Rates			
	85%	90%	95%	
<b>Conductor</b>	\$18.870	\$16.040	\$16.983	\$17.927
<b>Asst. Conductor</b>	\$16.395	\$13.936	\$14.756	\$15.575
<b>Baggageman</b>	\$15.464	\$13.144	\$13.918	\$14.691
<b>Brakeman</b>	\$15.222	\$12.939	\$13.700	\$14.461

Effective January 1, 2005				
	Step Rates			
	85%	90%	95%	
<b>Conductor</b>	\$19.342	\$16.441	\$17.408	\$18.375
<b>Asst. Conductor</b>	\$16.805	\$14.284	\$15.125	\$15.965
<b>Baggageman</b>	\$15.851	\$13.473	\$14.266	\$15.058
<b>Brakeman</b>	\$15.603	\$13.263	\$14.043	\$14.823

Effective January 1, 2006				
	Step Rates			
	85%	90%	95%	
<b>Conductor</b>	\$19.922	\$16.934	\$17.930	\$18.926
<b>Asst. Conductor</b>	\$17.309	\$14.713	\$15.578	\$16.444
<b>Baggageman</b>	\$16.327	\$13.878	\$14.694	\$15.511
<b>Brakeman</b>	\$16.071	\$13.660	\$14.464	\$15.267

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## ARTICLE 2 PASSENGER SERVICE

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Formerly Article 2, (a) through (h).

**2.01** For rates of pay see Article 1.01.

The rates specified in Article 1.01 for Assistant Conductors apply only to men regularly assigned as such for a period of 2 weeks or more or to men relieving on such assignments. Men otherwise used as Assistant Conductors will be paid Conductor's rate. Train Baggage men handling Government mail will be paid as provided in Article 1.02.

**2.02** Basic Day

One hundred and fifty miles or less (straight-away or turnaround) shall constitute a day's work. Miles in excess of 1500 will be paid for at the mileage rates provided.

Daily rates obtain until the miles paid at the mileage rates exceed the daily minimum.

**2.03 Initial Terminal**

Trainman shall be paid initial terminal time, including switching, on the minute basis at pro rata rates from time required to report for duty until departure from station at initial terminal.<sup>1</sup> Time so paid will be used to make up the monthly guarantee. Members of a crew may be used individually for service incidental to their own train prior to departure from the initial terminal except that when switching is performed not less than 3 of the crew will be used.

**2.04 Road Miles and Road Time**

Road miles will be the distance from the station at initial terminal to the station at final terminal. Road time will commence when payment for initial terminal time stops and will end when payment for final terminal time begins. Overtime on the basis of 20 miles per hour for runs other than short runs, as per Article 3, will commence when road time exceeds road miles divided by 20.

**2.05 Final Terminal**

Trainmen shall be paid final terminal time, including switching, on the minute basis at pro rata rates from the time of arrival at the station at the final terminal until released from duty.<sup>2</sup> This time shall be included in making up a short day and monthly guarantee. When trainmen are held for any other service they will be paid for all time so held from time train stops at station.

**2.06** Trainmen required to handle passenger equipment between terminal stations and yards, and between stations at terminals, outside of their regular day's assignment, will be allowed actual time occupied with minimum of 1 hour and 30 minutes for each single trip at their overtime rate. Trainmen, while under continuous time pay in their regular day's assignment, when required to handle drafts will be paid at their overtime rate for actual time occupied in such handling of drafts with a minimum of 1 hour and 30 minutes per day.

**2.07** Brakemen handling drafts of passenger equipment, such as between Windsor Station and Glen Yard, will be paid under the provisions of this Article.

**2.08** Clauses 2.03, 2.04 and 2.05 of this Article 2 do not apply to short turnaround passenger service on which overtime as provided by Article 3 will be computed from the time the crew is required to report for duty until released from duty.

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<sup>1</sup> See Letter Re: Payment to passenger crewmembers delayed within terminals appended at the end of this Article.

<sup>2</sup> Ibid.

**Letter Re: Payment to passenger crewmembers delayed within terminals, Formerly  
Appendix B-14**

November 15, 1985

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

Mr. J. H. McLeod  
General Chairman  
United Transportation Union  
403 – 630 – 8<sup>th</sup> Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Dear Sirs:

This has reference to discussions during negotiations concerning United Transportation Union Regional Demand No. 15 relating to payment to crewmembers in Passenger Service who are delayed within the initial or final terminal account watering and/or fuelling of the train.

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

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

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

Yours truly,

(Sgd.) R. J. Pelland  
(for) Manger, Labour Relations

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## ARTICLE 3 PASSENGER SERVICE – SHORT TURNAROUND RUNS

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Formerly Article 3, clauses (a) through (e)

### Short Turnaround Runs

- 3.01** Trainmen on short turnaround runs, no single trip of which exceeds 80 miles, including suburban and branch line service, and the work incident to such service, shall be paid overtime for all time actually on duty or held for duty in excess of 8 hours (computed on each run from the time required to report for duty to end of that run) within 9 consecutive hours, and also for all time in excess of 9 consecutive hours, computed continuously from the time first required to report until final release at end of last run.

**Example:** On the St. Thomas-Woodstock passenger run, the work incident to such service would include turning, setting away and making up their train, but would not include station switching, or work not in connection with their train. For any overtime made in addition to the amount necessary to make up the minimum monthly guarantee, Trainmen will be paid at overtime rates as shown in Article 1.03.

- 3.02** For Overtime rates see Article 1.03.

### Example:

- (1) A passenger crew is in short turnaround service, making several turns from 0700 to 1700 and is relieved 61 minutes at some period during the first 9 hours:  
These 61 minutes are deducted from 9 hours and crew is entitled to 1 hour's overtime.
- (2) A passenger crew is in short turnaround service from 0800 to 2000; is relieved during this period several times for a few minutes, - 10, 15, 25 and in one case 59 minutes, but due to the fact that they were not relieved over 1 hour in any 1 period continuous time is allowed, and crew is entitled to 4 hours' overtime.
- (3) (a) A passenger crew is in short turnaround service. The day begins at 0600; crew is relieved at 0900 again goes on duty at 1500 and is finally released at 2000.  
The crew is on duty or held for duty 3 hours in the first 9 consecutive hours between 0600 and 1500; therefore, no overtime accrues under the 8 within 9 hour provision; crew is entitled to 5 hours' overtime for the period from 1500 to 2000.  
(b) For some reason on a given day this crew is kept on duty in its' regular assignment from 0600 to 1430, and again goes on duty at 1531; finally released at 2005. This crew has made 8 hours and 30 minutes or 30 minutes overtime in the first 9 consecutive hours; in addition to this has made 5 hours and 5 minutes overtime after the expiration of the first 9 hours (1500) or a total of 30 minutes, plus 5 hours and 5 minutes, equalling 5 hours and 35 minutes overtime for the trip.
- (4) A crew is on duty from 0700 to 1530; resumes duty at 1800 and is relieved at 1900. Crew is on duty 8 hours and 30 minutes within the first 9 hours period, producing 30 minutes overtime on this period. Time in excess of 9 hours (1600 to 1900) 3 hours; making a total of 3 hours and 30 minutes overtime.
- (5) A crew is on duty from 0600 to 1200; resumes duty at 1330, and is relieved at 1900. Crew is on duty 7 hours and 30 minutes within the first 9 hour period, therefore no overtime accrues under the 8 within 9 hour provision. Time in excess of 9 consecutive hours is 4 hours, making a total of 4 hours overtime.

### Turnaround Runs over 80 miles

- (6) Turnaround assignments over 80 miles one way will be paid continuous time from time train leaves the initial terminal until time train arrives at initial terminal on its' return trip, or Company may elect to pay minimum day's pay in each direction, provided each day's work is paid for on the same basis; excepting, however, that the Company will not be required to pay continuous time for week end layovers, but may in such cases pay minimum day's pay each way Saturday and Monday.



**Note:** On turnaround assignments initial terminal time will be paid as per Article 2.03 at the end of the tour of duty and road time or miles as per Article 2.04 from time of departure at initial station until return to initial station. Single trips will be paid in accordance with Article 2.03, 2.04 and 2.05.

- (7) Crews running between 2 points (not over 150 miles one way), required to double road in any 1 day's work and single in other day's work, will be paid continuous time for day's work when doubling the road and minimum day's pay in each direction for day's work when only single trip is made. Turnaround trips will, in all cases, be out of the same terminal, and in advertising such assignments it will be indicated which trains will be paid for as turnaround trips and which at minimum day's pay. Article 2.03, 2.04 and 2.05 will apply.
- (8) For assignments in which crews might be required to operate 1 long run and 1 short run in the same day's work as per Article 6.03, time or mileage will be paid as per Article 2.

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## **ARTICLE 4 PASSENGER MONTHLY GUARANTEE**

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Formerly Article 4 clauses (a) through (e).

- 4.01** Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord, shall receive the monthly guarantee provided for in Article 1.01, including overtime earned and pay for work incidental to the service of their own assignment, if any, for the calendar month.
- 4.02** For any overtime made in addition to the amount necessary to make up the minimum monthly guarantee, passenger trainman will be paid overtime on the basis of 20 miles per hour except as provided in Article 3.
- 4.03** Any work incidental to the service of an assignment in addition to that necessary to make up the monthly guarantee shall be paid for.
- 4.04** Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.
- 4.05** Extra mileage made by regularly assigned passenger crews will not be used to make up their monthly guarantee.

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## **ARTICLE 5 EXTRA MILEAGE MADE BY PASSENGER CREWS**

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Formerly Article 5 clauses (a) through (d)

- 5.01** Passenger trainmen making extra mileage on other than their assigned trips on their assigned runs will be paid through freight rates, except when turned between sub divisional terminal points, in which case they will be paid passenger rates.
- 5.02** Passenger trainmen will not be compelled to make extra mileage outside of their assigned trips on their assigned runs, if possible to avoid it.
- 5.03** Passenger trainmen receiving freight rates under this Article will be paid for overtime earned and under through freight conditions.
- 5.04** Passenger trainmen when diverted by washouts, etc., will be paid passenger rates for any extra mileage over assignment as an arbitrary, compensation for regular assignment also to be paid, extra mileage not to apply against monthly guarantee. In any event not less than the mileage of the assignment will be paid.

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## ARTICLE 6      CONSIST OF CREWS IN PASSENGER TRAIN SERVICE

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Formerly Article 6, clauses (a) through (c) and Appendix B-12.

**6.01** Except as provided in Clause 6.02 of this Article, the consists of crews manning passenger trains will be:  
In self-propelled single or multiple car service and/or self-propelled and trailer car service:

(1) Single Car Service

- (a) The crew shall consist of a Conductor in single car service when checked baggage, mail or less than carload merchandise is not required to be handled by the train crew.

**Note:** If necessary to meet the requirements of the service, a brakeman will be added.

- (b) The crew shall consist of a Conductor and a Baggage man in single car service when checked baggage, mail or less than carload merchandise is required to be handled by the train crew.

(2) Two Car Service

- (a) The crew shall consist of a Conductor and 1 Brakeman in 2 car service when checked baggage, mail or less than carload merchandise is not required to be handled by the train crew.

- (b) The crew shall consist of a Conductor and a Baggage man, in 2 car service when checked baggage, mail or less than carload merchandise is required to be handled by the train crew.

(3) More than 2 cars

- (a) The crew shall consist of a Conductor and 2 Brakemen in more than 2 car service when checked baggage, mail or less than carload merchandise is not required to be handled by the train crew.

- (b) The crew shall consist of a Conductor, 1 Brakeman and 1 Baggage man in more than 2 car service when checked baggage, mail or less than carload merchandise is required to be handled by the train crew.

If 8 or more cars are handled, will have a Conductor, a Baggage man and 2 Brakemen. Other passenger trains not handling a local baggage car will have a Conductor and 2 Brakemen; those handling a local baggage car will have a Conductor, a Baggage man and 1 Brakeman and if 8 or more cars are handled will have a Conductor, a Baggage man and 2 Brakemen.

One or 2 box baggage cars or refrigerator cars will count as 1 car and 3 or 4 as 2 cars.

- 6.02** (1) Should the company desire to reduce the consist of any passenger train crew it shall notify the Local and General Chairman of the Union in writing of its' desire to meet with respect to reaching agreement on a reduced crew consist. The time and place, which shall be on the Region concerned or where runs extend over more than one Region on one of the Regions concerned, for the Company and Union representatives to meet shall be agreed upon within 21 calendar days from the date of such notice and the parties shall meet within 30 calendar days of the date of such notice. It is understood, however, that if the number of cases to be handled at any particular time make the time limits specified herein impractical, on request of either party, the parties shall mutually agree on a practical extension of such time limits.
- (2) The determination of whether or not the proposed crew consist reduction shall be made will be limited to and based on maintenance of adequate safety and that the reduced crew consist will not result in undue burden being placed on members of the reduced crew.
- (3) If the parties do not reach agreement at the meeting referred to in Subsection (1), the Company may, by so advising the Local and General Chairman in writing, commence a survey period of 1 week of the operations concerned during which Union Representatives may observe such operations. The survey shall commence not less than 10 and not more than 20 days from the date of the Company's advice with respect to the survey period. The Local and General Chairman shall be advised of the results of the survey.

- (4) If, after completion of the survey period, the Union Representatives oppose the implementation of reduced crew consist, such representatives will identify the specific circumstances where, in their opinion, with a reduced crew consist adequate safety could not be maintained or that an undue burden would be placed on the members of the reduced crew and the reasons therefore. If agreement cannot be reached by the parties on the proposed crew consist reduction, the General Manager may, by so advising the General Chairman in writing, refer the dispute to the Canadian Railway Office of Arbitration for determination.
- (5) For the purpose of this Article, a trainman with a seniority date on or prior to December 31<sup>st</sup>, 1968, shall be known and designated as a “protected” trainman.
- (6) Where it has been determined by agreement, or arbitration, that a crew consist can be reduced, such crew shall thereafter be a “reducible crew” and a brakeman’s position on such reducible crew may be discontinued at any time thereafter, provided that:
  - (a) no “protected” trainman is laid off
  - (b) a “protected” trainman will not be on laid off status as a result thereof.
- (7) Where there are “reducible crews”, an up-to-date list of such crews shall be posted at the terminals concerned, copies of which will be supplied to the Local and General Chairman.
- (8) A “protected” trainman who is assigned to the spare board and who, but for the operation of a reduced crew in passenger service, would be able to hold a regular position, shall, provided he is available for service, be paid not less than the applicable through freight guarantee.

### **6.03 Adjustment of Runs**

- (1) Reduction in crews, pooling of runs, except as otherwise provided herein, or increases in mileage in passenger train service from assignments in effect, January 1<sup>st</sup> 1919, shall not be made for the purpose of offsetting the above increases in wages, this however, is not to be understood as preventing readjustment of runs in short turnaround branch or suburban service that are paid under the minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules without reducing the number of crews. A long run (i.e. between 80 and 150 miles) and a short run (i.e. 80 miles or less) may be combined in an assignment provided that such runs do not extend beyond a promotion territory or involve more than one layover point away from home terminal. For instance, Toronto-Hamilton run. The running of crews on this run may be changed to avoid paying excess overtime. The Company to say where and when the day’s work starts, but the number of crews paid must remain as now (unless the service is reduced or increased) and each man receive not less than the minimum monthly rate, provided, of course, he does not lay off of his own accord. On turnaround runs the single trip on which exceeds 80 miles, the crews may be pooled and run first-in first-out on all trains running from and to any two points, or in separate pools or assignments between any two points, and such pools or assignments may be altered at this change of schedule or any change of time-table, to offset any excess overtime, but the number of crews must remain as now, unless the service reduced or increase. In assignments in which crews might be required to operate one long run and one short run in the same day’s work, crews may be required to run to two points other than their home terminal, provided however, that they shall not be required to lay over between the end of one day’s work and the beginning of another day’s work at more than one point other than their home terminal. Points at which day’s work commences for any run may be likewise altered.

**Note:** The term “points” within the intent of this Article means the terminal points of the runs in an assignment.

**Letter Re: Crew Size on VIA Trains, formerly Appendix B-12**

November 15, 1985

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

Mr. J. H. McLeod  
General Chairman  
United Transportation Union  
403 -630-8<sup>th</sup> Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Dear Sirs:

This is in reference to Company Demand No. 23, concerning reduction in crew size on VIA trains, and our discussions during this round of negotiations.

This letter will confirm that it was understood that, while the Union was not prepared to agree to this demand, during the recent negotiations, the appropriate representatives of the Union and the Company would meet during the closed period of the contract to examine and further discuss the issue of crew sizes in passenger service.

If the foregoing meets with your understanding of the matter, please so indicate in the designated space below.

Yours truly,

(Sgd.) R. J. Pelland  
(for) Manager, Labour Relations

I Concur:

(Sgd.) B. Marcolini  
B. MARCOLINI  
General Chairman  
United Transportation Union

I Concur:

(Sgd.) J. H. McLeod  
J. H. MCLEOD  
General Chairman  
United Transportation Union

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## ARTICLE 7 PASSENGER TRAIN CREW HANDLING FREIGHT CARS

---

Formerly Article 7, clauses (a) through (c).

**7.01** A passenger crew handling freight or boarding cars (not express) en route, will be paid through freight rates for the actual mileage between points such cars are handled.

A car equipped with a communicating signal line or a caboose shall not be considered as a freight car for the application of this rule when handled on a regular passenger train.

**7.02** Conductor and Trainmen receiving freight rates under this Article will be paid for overtime earned and under through freight conditions.

**Example:** A passenger train running from say Teeswater to Toronto, picks up a freight car at Cataract, and sets it out at West Toronto, will be paid passenger rates for mileage Teeswater to Cataract and West Toronto to Toronto and through freight rates for mileage Cataract to West Toronto.

**7.03** The difference between passenger and freight mileage rates in such cases will be paid as an arbitrary in addition to minimum day's pay.

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## ARTICLE 8 SPARE MEN ON EXTRA PASSENGER TRAINS

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Formerly Article 8.,

**8.01** Spare passenger brakemen running extra passenger trains are only entitled to passenger rates, except when running with freight crews when freight rates will be paid.

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## ARTICLE 10 CONDUCTOR-ONLY OPERATION IN FREIGHT SERVICE

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Formerly Article 9A.

**Letter of 1992 re: BWP calculations when held out of service, formerly Appendix B-41**

TORONTO, August 31, 1992

Mr. L.O. Schillaci  
General Chairperson  
United Transportation Union  
404 - 630 8th Avenue S.W.  
Calgary, Alberta  
T2P 1G6

Mr. J.R. Austin  
General Chairperson  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, Ontario  
M1H 2A5

Dear Sirs:

This has reference to the Memorandum of Settlement signed in Montreal on June 4, 1992 concerning Conductor-only freight operations, and relates to the calculation of "basic weekly pay" for an employee who is held out of service for discipline proceedings.

This will confirm the understanding given to you in regard to the above, that any pay period in which an employee is unavailable for duty for an extended period of time as a result of discipline, will be excluded from the computation of basic weekly pay in the same manner as provided in Article 7.5 (d) of the Conductor-only Agreement.

If the above understanding meets with your concurrence, would you please so indicate in the space below.

Yours truly,

(Sgd) R. Colosimo  
Vice-President  
Industrial Relations

I CONCUR:

(Sgd) J.R. Austin  
General Chairperson

(Sgd) L.O. Schillaci  
General Chairperson

cc: Messrs. B. Marcolini  
L. Olson

**Letter of 1992 re: Potential retirement opportunities, formerly Appendix B-44**

TORONTO, August 31, 1992

Mr. L. O. Schillaci  
General Chairperson  
Prairie and Pacific Regions  
United Transportation Union  
404-630 8th Ave. S.W.  
Calgary, Alta.  
T2P 1G6

Mr. J. R. Austin  
General Chairperson  
Atlantic and Eastern Regions  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, Ont.  
M1H 2A5

Gentlemen:

During the negotiations of a Conductor-Only Freight Operations Agreement, a request was made to identify, by terminal, the potential number of early retirement opportunities.

Although we have an estimate of the number of employees working in a position covered by the U.T.U. collective agreement who are eligible for early retirement and the attrition required to achieve Conductor-Only Freight Operations, the estimates in respect of eligibility for early retirement are not confirmed as to eligibility by the Pension Department. Likewise, the estimate of required attrition can be significantly affected by a number of factors, such as changes to traffic levels and the number of employees electing to accept bridging or severance rather than early retirement.

In Article 5(a) of the Memorandum of Settlement covering Conductor-Only Freight Operations we outline that attrition opportunities will be provided at each home terminal to the extent necessary to achieve implementation of Conductor-Only operations. We will commit to you that, in any given year, the maximum number of attritions required to achieve this objective will first be offered to employees working in a position covered by the U.T.U. Collective Agreement. Based on the assumptions contained herein, this will mean a minimum of 410 separations.

Based on the above we have produced, by terminal, an estimate of the number of employees eligible for early retirement over the next five years, copy attached. Provided that there are no other forms of attrition of protected employees and that traffic levels remain constant, then these early retirements will be offered first to employees covered by the U.T.U. Collective Agreement.

Yours truly,

(Sgd) R. Colosimo  
 Vice-President  
 Industrial Relations

cc: Mr. B. Marcolini  
 Mr. L. H. Olson

**ESTIMATE OF UTU EMPLOYEES ELIGIBLE FOR EARLY RETIREMENT**

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>Total</u>
Kentville	2	2				
Saint John/Aroostook	3	3	1	-	1	8
Farnham/Delson	-	1	-	1	-	2
Sherbrooke	2	-	-	-	-	2
Montreal Area	29	3	6	8	6	52
Trois Rivieres/Quebec	3	1	1	-	1	6
Smiths Falls	10	-	-	1	-	11
Toronto	49	7	3	1	3	63
Hamilton/Niagara	4	1	2	-	4	11
London/Windsor	10	-	1	5	2	18
Mactier	1	-	2	-	-	3
Sault Ste. Marie	-	1	-	-	-	1
Sudbury	2	1	-	-	-	3
North Bay	5	2	1	1	-	9
Chapleau	6	-	3	-	-	9
Schreiber	4	-	-	2	-	6
Thunder Bay	7	1	3	1	3	15
Kenora	4	-	2	-	1	7
Winnipeg	8	1	1	2	1	13
Brandon	6	-	1	1	5	13
Minnedosa	2	1	1	-	-	4
Sutherland/Saskatoon	3	-	3	-	1	7
Wilkie	-	-	-	-	1	1
Wynyard	-	-	-	1	1	2
Regina	1	-	-	1	-	2
Moose Jaw	-	1	1	3	-	5

Lethbridge	3	1	1	1	1	7
Medicine Hat	1	1	2	5	1	10
Edmonton	1	-	2	-	1	4
Calgary	20	1	3	4	3	31
Red Deer	1	-	1	1	-	3

**ESTIMATE OF UTU EMPLOYEES ELIGIBLE FOR EARLY RETIREMENT**

	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>Total</u>
Cranbrook	7	5	3	-	-	15
Nelson	1	-	-	-	-	1
Revelstoke	9	1	2	2	3	17
Coquitlam	18	3	3	2	3	29
Kamloops	3	1	3	1	2	10
Willcox	2	-	2	-	-	4

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**ARTICLE 20      HANDLING EXPRESS**

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In connection with Trainmen handling express in addition to their other duties on trains on which no messenger is employed, the arrangement heretofore in effect will continue, that is, that from time to time, as may be necessary, the General Chairman of the Union will meet with the General Manger, Canadian Pacific Express Company, for the purpose of adjusting any questions of compensation for such service. In the event of failure to agree, the matter is to be referred to the Vice-President, Operations and Maintenance of the Eastern Region as sole Arbitrator.

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**ARTICLE 24      DEADHEADING**

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Formerly Article 22, Clause (q).

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

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

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

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

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



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## ARTICLE 25 ROAD SERVICE – MISCELLANEOUS SERVICE

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Formerly Article 23.4 Periodic Rules Examination

### 25.04 Payment for Periodic Medical and Rules Examination

- (2) An employee required to take a periodic examination in the CROR during his/her off-duty hours shall be allowed payment of the following basis:
- (a) An employee required to take a periodic “B” or lower-class rules examination shall be allowed 3 hours’ pay at the basic rate of his/her regular position.
  - (b) An employee required to take a periodic “A” rules examination shall be allowed 4 hours’ pay at the basic rate of his/her regular position.
  - (c) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination, which he/she fails to pass to the satisfaction of the Rule Examiner.

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## ARTICLE 27 CALLING CREWS

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Formerly Article 24, clause (b) and Appendix B-13, B-16, B-17, and B-18.

**27.02** Trainmen on regular passenger trains and mixed trains due to leave between 0830 and 2230 will not be called unless such trains are likely to be late leaving.

### Letter Re: Calling crews by Telephone Only, formerly Appendix B-13

November 15, 1985

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

Mr. J. H. McLeod  
General Chairman  
United Transportation Union  
403 –630 – 8<sup>th</sup> Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Dear Sirs:

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

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

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

Yours truly,

(Sgd.) R. Colosimo  
Vice President,  
Industrial Relations

I concur:

(Sgd.) B. Marcolini  
B. MARCOLINI  
General Chairman  
United Transportation Union

Cc: Mr. P. P. Burke  
Cc Messers. G. A. Swanson  
E. S. Cavanaugh  
L. A. Hill

I concur:

(Sgd.) J. H. McLeod  
J. H. MCLEOD  
General Chairman  
United Transportation Union

**Letter Re: Calling by means other than telephone due to telephone failure, formerly Appendix B-16**

MONTREAL, April 18, 1988

Mr. J. R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road  
Suite 6  
Scarborough, Ontario  
M1H 2A5

Mr. W. M. Jessop  
General Chairman  
United Transportation Union  
403 -630 - 8<sup>th</sup> Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Gentlemen:

This has reference to our discussions concerning the revision to the calling rules in the Collective Agreement.

In including the provision for calling by means other than telephone due to telephone failure, it was agreed that when the telephone rang and was not answered or when a busy signal occurred, this did not indicate telephone failure. Telephone failure would exist in cases where the operator advises that the call cannot be completed as dialled or the line goes dead. When a busy signal occurs, the present practice of repeating the call will continue.

If the foregoing meets with your concurrence please so indicate in the space provided below.

Yours truly,

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

I concur:

(Sgd.) J. R. Austin  
General Chairman

I concur:

(Sgd.) W. M. Jessop  
General Chairman

**Letter Re: Calling Employees by Taxi, formerly Appendix B-17**

MONTREAL, April 18, 1988

Mr. J. R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road  
Suite 6  
Scarborough, Ontario  
M1H 2A5

Mr. W. M. Jessop  
General Chairman  
United Transportation Union  
403 -630 - 8<sup>th</sup> Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Gentlemen:

This concerns discussions during negotiations concerning both the Company's and Union's demands on Calling.

The position of the Union was that employees should be permitted to make arrangements, in writing, with appropriate Company Officers to provide that in instances where an employee could not be reached by telephone for a call to duty, that a taxi firm would be called to provide for a call at the employee's calling place. Under such circumstances, previous arrangements would be made between the employee and the taxi firm to provide for such a call at the employee's expense.

This will confirm that such local arrangements may be made and that, in the event the employee cannot be reached by telephone for a call to duty, then the Company will call the taxi firm indicated by the employee. The taxi firm will then deliver the call to the employee's residence and the Company will be notified of the status of the call either by the employee or the taxi firm as the case may be. The expenses associated with the taxi firm will be borne by the employee.

Yours truly,

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

**Letter of 1988 re: Two hour call unless locally agreed, formerly Appendix B-18**

CP Rail

MONTREAL, April 18, 1988

Mr. J.R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road  
Suite 6  
Scarborough, Ontario  
M1H 2A5

Mr. W.M. Jessop  
General Chairman  
United Transportation Union  
403-630 -- 8th Avenue S.W.  
Calgary, Alberta  
T2P 1G6

Gentlemen:

This has reference to our discussions regarding the revision to the calling rules in the Collective Agreement.

While it was stipulated in the rule that at least a two-hour call would be given, local arrangements may be made at certain terminals for a different call.

If the foregoing meets with your concurrence, please so indicate in the space provided below.

Yours truly,

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

I concur:

(Sgd.) J.R. Austin  
General Chairman

I concur:

(Sgd.) W.M. Jessop  
General Chairman

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## ARTICLE 29 ROAD SERVICE REST RULE

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Formerly Article 26.

### Letter Re: Rest En Route, formerly Appendix B-6

November 15, 1985

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

Mr. J. H. McLeod  
General Chairman  
United Transportation Union  
403 -630- 8<sup>th</sup> Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Dear Sirs:

This refers to discussions during negotiations relating to your demand, Rest En Route.

Your demand was that reduced crews should be off duty within 10 hours. In the interests of a settlement, the Company agreed that where it becomes necessary arrangements will be made to have reduced crews complete their tour of duty within 10 hours.

You then wished to have a means to resolve specific problems dealing with reduced crews completing their tour of duty within 10 hours. This confirms our understanding that in instances where specific problems arise relating to rest for reduced crews, discussions will take place between the General Chairman and General Manager in an effort to resolve these problems. In the event this is not resolved at the General Chairman and General Manager level, then the Vice-President of the Union may refer the matter to the Office of the Vice-President, Industrial Relations.

Yours truly,

(Sgd.) R. Colosimo  
Vice-President  
Industrial Relations

Cc: Mr. P. P. Burke  
Cc: Messrs. G. A. Swanson  
E. S. Cavanaugh  
L. A. Hill

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## ARTICLE 30 PAYMENT TO TRAIN CREW IN INTERNATIONAL SERVICE

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Formerly Appendix A-1

The following is an extract from the Memorandum of Agreement signed at Montreal, Quebec, February 1<sup>st</sup>, 1974.

- 30.01** Trainmen with a seniority date on or prior to the day on which this Memorandum of Agreement is signed and who run between terminals in Canada and terminals in the United States shall be compensated for service performed in Canada at the rates of pay and under the rules contained in the Collective Agreement applicable on Atlantic and Eastern Regions and for service performed in the United States, at the rates of pay and under the rules contained in the Collective Agreement applicable to Trainmen employed on the Brownsville, Maine and Newport, Vermont Seniority Rosters for Service within the United States.
- 30.02** Trainmen with a seniority date subsequent to the day on which this Memorandum of Agreement is signed and who run between terminals in Canada and terminal in the United States shall be compensated at the rates of pay and under the rules contained in the Collective Agreement applicable on Atlantic and Easter Regions for the entire trip.

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## ARTICLE 31 ROADRAILER OPERATIONS

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Formerly Appendix B-42

MEMORANDUM OF AGREEMENT BETWEEN  
CANADIAN PACIFIC LIMITED AND THE UNITED TRANSPORTATION UNION  
CONCERNING ROADRAILER OPERATIONS ON CP RAIL – INTERMODAL FREIGHT  
SYSTEMS, BETWEEN MELVINDALE, MICHIGAN AND  
LAMBTON YARD TORONTO, ONTARIO, SMITH FALLS, ONTARIO  
AND TORONTO, ONTARIO AND SMITHS FALLS, ONTARIO  
AND MONTREAL, QUEBEC

This Memorandum of Agreement amends the Roadrailer Agreement signed in Toronto on March 11, 1991 covering the service between N. S. Oakwood Yard, Melvindale, Michigan and Lambton Yard, Toronto, Ontario, and the Agreement signed in Toronto on April 20, 1992 covering the Roadrailer service between Smiths Falls and Toronto and between Smiths Falls and Montreal, as follows:

Article 12 of the March 11, 1991 Roadrailer Agreement and Article 14 of the April 20, 1992 Roadrailer Agreement are deleted.

It is agreed that these Memoranda of Agreement, as amended, will be incorporated into the Collective Agreement.

SIGNED AT TORONTO, ONTARIO this 31<sup>st</sup> day of August 1992.

FOR THE COMPANY

(Sgd.) R. Colosimo  
Vice-President  
Industrial Relations

FOR THE UNION

(Sgd.) J. R. Austin  
General Chairperson

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## ARTICLE 32 CABOOSE RULES

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Formerly Article 30.

- 32.01** Train Crews while en route between terminals will not be compelled to abandon their cabooses for the purpose of traveling passenger, or when being moved from one to the next terminal for freight service, or when handling colonist or Continental (European) immigrant trains.
- 32.02** On arrival of freight trains in terminal receiving yards, and before trains are switched, cabooses shall be taken off trains and placed in caboose siding and disturbed as little as possible until again required. Yardmen shall not switch or make up train with caboose attached.
- 32.03** At terminal points trainmen will not be required to carry chains, knuckles, brasses or other heavy supplies between their cabooses and store houses. When trains arrive at terminals with cars chained up or emergency knuckles in use, conductors will give written notification to terminal staff, who will have equipment returned to caboose or other supplied.
- 32.04** When trainmen are used to set up a caboose, the men who are to occupy it will be called and will be paid 33 miles at through freight rates for so doing. When a regularly set up crew is required to transfer into another caboose, the crew will be notified of time such transfer will be made and, if required to transfer the caboose equipment, will be paid for the time so occupied, and will be called in time to do so before leaving the terminal in their turn.
- 32.05** When cabooses are set up by the Stores Department, equipment will be placed in its proper location.

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**ARTICLE 33 ROAD SERVICE –RUN-THROUGH (POOLED) CABOOSE  
AGREEMENT**

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Formerly Appendix A-3, B-1, B-2.

**Letter Re: New Rest Houses, Formerly Appendix B-1**

CANADIAN PACIFIC RAILWAY COMPANY

Montreal, February 24<sup>th</sup>, 1967

G. C. Gale, Esq.  
Vice-President  
Brotherhood of Railroad Trainmen  
87 Harvard Ave.  
Winnipeg, Man.

S. McDonald, Esq.  
General Chairman  
Brotherhood of Railroad Trainmen  
200 Burns Bldg.  
237 – 8<sup>th</sup> Avenue S. E.  
Calgary, Alta.

G. W. McDevitt, Esq.  
Vice-President  
Brotherhood of Railroad Trainmen  
Professional Towers  
1729 Bank Str.  
Ottawa, Ont.

J. I. Harris, Esq.  
General Chairman  
Brotherhood of Railroad Trainmen  
Rm. 112, Drummond Bldg.  
1117 St. Catherine St. W.  
Montreal, Que.

Dear Sir:

On the basis of present traffic and operational requirements, the Company will, under Clause (b) and irrespective of Clauses (d) and (m) of the Memorandum of Agreement signed at Montreal, February 24<sup>th</sup>, 1967 in respect of Run-though (Pooled) Caboose, provide new rest houses at the following away-from-home terminals, subject only to the provisions of Clause (l):

North Bend	Chalk River
Kamloops	Webbwood
Field	Toronto
Alyth	Trenton
Swift Current	Windsor
Broadview	St. Luc
Brandon	Megantic
Winnipeg	McAdam
Ignace	Minnedosa
Thunder Bay	Bredenbury
White River	Wynyard
Cartier	Wilkie
MacTier	Hardisty

Yours truly,

(Sgd.) J. Ramage  
Chairman, Company's Negotiating Committee

**Letter Re: “Accommodation Away-from-home” formerly Appendix B-2**

File: T/W-76

July 21, 1976

Mr. P. P. Burke  
General Chairman  
United Transportation Union (T)  
403, 630 – 8<sup>th</sup> Avenue S. W.  
CALGARY, Alberta  
T2P 1G6

Mr. L. H. Breen  
General Chairman  
United Transportation Union (T)  
Room 112, Drummond Building  
1117 Ste. Catherine Street W.  
MONTREAL, Quebec  
H3B 1H9

Dear Sir:

In your supplementary notice to revise the Collective Agreement, Item 15(a), under the heading “Accommodation Away-From-Home” reads:

- (a) “All crews, during layover at terminals, away from their place of residence or booking rest en route, to be housed in suitable Rest houses or suitable Motel/Hotel as provided by Memorandum of Agreement Clauses (B) and (M).”

This will confirm the understanding given you during negotiations and resolving the above quoted proposal on the basis that as quickly as arrangements can be made, accommodation in other than cabooses will be provided for train crews in assigned freight service to lay over at the away-from-home terminal of the assignment at points where accommodation is available.

In addition and further to my letters of February 1, 1974 and December 11, 1974, in respect of providing accommodation for unassigned freight crews required to lay over at their away-from-home terminal, this will confirm that the understanding contained in the letters referred to above will be extended to all unassigned freight crews not now being provided accommodation when laying over at an away-from-home terminal where such accommodation is available.

Yours truly,

(Sgd.) R. Colosimo  
Manager, Labour Relations

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**ARTICLE 34 ROAD SERVICE – CABOOSELESS TRAIN OPERATIONS**

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Formerly Article 30A.

**APPENDIX “A” TO ARTICLE 30A**

**SEPARATION OPPORTUNITIES**

- (a) Subject to the provisions of this Appendix A, a Trainman/Yardman working in a position covered by this Collective Agreement and who is eligible for early retirement under the Company’s Pension Rules will be entitled to elect to take early retirement and receive a separation allowance as hereinafter provided.



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

<b>Years of Service At Time Employee Elects Retirement</b>	<b>Percentage Amount as Defined Above</b>
35 and Over	80%
34	78%
33	76%
32	74%
31	72%
30	70%
29	68%
28	66%
27	64%
26	62%
25	60%

- (c) An employee entitled to the separation allowance as hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- (d) A separation allowance shall cease upon the death of the employee who dies before reaching the age of 65
- (e) An employee who is in receipt of the monthly separation allowance provided in Clause (b):
- (i) shall be entitled to have his group life insurance coverage continued until age 65 and paid for by the Company.
  - (ii) Shall be entitled at age 65 to a life insurance policy, fully paid up by the Company, in an amount equal to that in effect under the existing Collective Agreement.
- (f) In the application of this Appendix A, the maximum number of Trainmen/Yardmen who may elect either the monthly separation allowance as provided in Clause (b) or the lump sum payment as provided in Clause (c) will be limited as follows on each seniority district:

	<b>First of Month Following Ratification Of this Memorandum of Settlement</b>	<b>January 1, 1990</b>
<b>East of Thunder Bay</b>		
District E-1	1	0
E-2	5	5
E-3	6	5
E-4	1	1
<b>Thunder Bay and West</b>		
District W-1	2	2
W-2	3	3
W-3	2	1
W-4	5	4
W-5	4	4

- (g) If the number of eligible employees who elect benefits under the provision of this Appendix A are less than the number of opportunities may be carried over. Subsequent o January 1, 1990, any unused opportunities will be made available to eligible employees on an annual basis on January 1<sup>st</sup> of each year.
- (h) Bulletins for applications from eligible Trainmen/Yardmen as defined in Clause (a) for the benefits provided under this Appendix A effective with the first of he month following ratification will b issued on each seniority district within 7 days of the date the Company is notified that the Memorandum of Settlement has been ratified. This bulletin will close on the 1<sup>st</sup> day of the month in which issued. Bulletins for applications for the remaining separation opportunities will be issued on each appropriate seniority district 60 days prior to December 15 of the year prior to the year for which these opportunities are being made available. Applicants shall be selected on each seniority district on he basis of their seniority as a Trainman/Yardman.
- (i) It is agreed that the provisions of this Appendix A satisfy the requirements of the Material Change in Working Conditions Article in the respective Collective Agreements with respect to any change in yard assignments which may result from cabooseless train operation.
- (j) In the event there are unused separation opportunities, in any seniority district, emanating from the application of Article 9 of the Collective Agreement, these opportunities will be first used prior to the opportunities resulting from the application of this Appendix A. With respect to the application of this procedure the General Chairman may discuss such with the Manager, Labour Relations.

## Annex 1

MONTREAL, July 25, 1989

Mr. W. M. Jessop  
General Chairman  
United Transportation Union  
404-63—8<sup>th</sup> Avenue S. W.  
Calgary, Alberta  
T2P 1G6

Mr. J. R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, Ontario  
M1H 2A5

Dear Sirs :

This has reference to the negotiations regarding caboosless operation and has particular reference to the operation of work trains and snow plows without cabooses.

You were advised during these negotiations that if it was the Company's intention to operate work trains and/or snow plows on a particular territory without cabooses, this would be identified in the notice. It was agreed that the manner in which such trains would operate or the appropriate arrangements for such operation could be discussed at that time pursuant to the provisions of the Caboosless Operations Article notwithstanding the fact that such trains might not be operated immediately upon the implementation of caboosless operation in that particular territory.. It was further understood that the method of operation for planned work train assignments without cabooses would be discussed with the Local Chairman prior to bulletining such assignments.

By copy of this letter, the General Managers, Operation and Maintenance are being advised of this understanding in order that all Operating Officers will be aware of it.

Yours truly,

Manager, Labour Relations

Cc: Mr. B. Marcolini  
Mr. E. S. Cavanaugh  
Mr. J. M. White

**Letter of 1988 re: Cab design of new Locomotives, formerly Appendix B-23**

MONTREAL, July 25, 1989

Mr. W. M. Jessop,  
General Chairman,  
United Transportation Union,  
404-630 - 8th Avenue S.W.,  
Calgary, Alberta.  
T2P 1G6.

Mr. J. R. Austin,  
General Chairman,  
United Transportation Union,  
695 Markham Road, Suite 6,  
Scarborough, Ontario.  
M1H 2A5.

Gentlemen:

As we advised you during the negotiations on the implementation of caboosless train operations, it is the intention of the Company, as we have in the past, to consult with officers of the United Transportation Union on cab design in new locomotives.

Yours truly,

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

cc: Mr. B. Marcolini

cc: Mr. E. S. Cavanaugh  
Mr. J. M. White  
Mr. G.W. Bartley

**Letter of 1989 re: Cabooseless train implementation schedule, formerly Appendix B-24**

MONTREAL, July 25, 1989

Mr. W. M. Jessop,  
General Chairman,  
United Transportation Union,  
404-630 - 8th Avenue S.W.,  
Calgary, Alberta.  
T2P 1G6.

Mr. J. R. Austin,  
General Chairman,  
United Transportation Union,  
695 Markham Road, Suite 6,  
Scarborough, Ontario.  
M1H 2A5.

Gentlemen:

On April 4, 1989 the Company supplied you with an implementation schedule for the operation of cabooseless trains. It is the Company's intention to follow the implementation plan as provided to you except that, if there are any changes to such plan, it will be due to a delay in the implementation. It is not our intention to accelerate the schedule provided to you.

Yours truly,

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

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

**Letter of 1989 re: Supply of kettle on Cabooseless train, formerly Appendix B-25**

April 26, 1989

Mr. J.R. Austin  
General Chairman  
United Transportation Union  
Suite 6, 695 Markham Rd.  
Scarborough, Ontario  
M1H 2A5

Mr. W. Jessop  
General Chairman  
United Transportation Union  
404 - 630 8th Ave. S.W.  
Calgary, Alberta  
T2P 1G6

Gentlemen:

This will confirm my telephone conversation today with Mr. Austin in regard to the supplying of a kettle on the lead locomotive of a cabooseless train.

We are arranging to have a suitable kettle supplied as requested.

Yours truly,

(Sgd.) R. Colosimo  
Vice-President  
Industrial Relations

cc: Mr. B. Marcolini

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## **ARTICLE 35     HANDLING DEFECTIVE CARS**

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Formerly Article 31

- 35.02** Train crews will not be required to brass cars other than those in their own trains.
- 35.03** Trainpersons will not be compelled to clean cars, light or extinguish lamps, couple or uncouple hose bags on passenger trains, where care repairers are on duty, but will be expected, where train porters are not employed, to remove rubbish from the coaches while en route so as to give them a tidy appearance.

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## **ARTICLE 40     INTEGRATION OF TH&B TRAINMEN INTO CP RAIL**

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Formerly Appendix A-7

- 40.01** Effective January 1, 1987, "the date of integration", it is agreed that the current Collective Agreement between Canadian Pacific Limited and the United Transportation Union on behalf of Conductors, Baggage men, Brakemen, Car Retarder Operators, Yardmen and Switchtenders employed on the Eastern Region shall constitute the Collective Agreement between the TH & B Railway Company and United Transportation Union governing the service of Conductors, Baggage men, Brakemen and Yardmen (hereafter referred to as "Trainmen") employed on the TH & B.
- 40.02** Trainmen on the TH & B territory having a seniority date on or prior to December 9, 1986 will have their names placed on the bottom of the CP Rail Master Seniority District #3 seniority list. Their seniority date on the CP Rail Master List will be December 9, 1986 and their respective standing shall be in accordance with their former TH & B seniority. Such trainmen will be known as "prior rights trainmen".
- 40.03** Trainmen on the TH & B territory, on the effective date of this Agreement, will retain prior rights on their former seniority territory. Former C.S.R. trainmen on the TH & B will retain prior rights to their former TH & B seniority territory and prior-prior rights on their former C.S.R. seniority territory, in accordance with the Memorandum of Agreement dated August 15, 1985.
- 40.04** Trainmen referred to in Clause 3 will not acquire "protected status" as trainmen or yardmen on CP Rail and as such will not be permitted to fill unneeded second brakeman/yard helper positions.
- 40.05** Following integration, former TH & B trainmen may voluntarily exercise their seniority established on the CP Rail Master Seniority District #3 List to positions on CP Rail. In such cases, they will retain prior rights to their former TH & B seniority territory and if necessary will be required to protect positions on TH & B territory prior to forcing a senior CP Rail employee.
- 40.06** Following integration, CP Rail trainmen may exercise their seniority to former TH & B positions which were not filled by prior rights TH & B trainmen. Such positions will not include second brakeman/yard helper positions.
- 40.07** Yard rates of pay for yard and road crews working on the TH & B territory will continue to be paid to prior rights trainmen on yard and road assignments as identified in Appendix A" for five years following the date of integration. Rates of pay will be those in the CP Rail/UTU Collective Agreement. Trainmen working on new yard and road services commencing subsequent to the date of integration and all employees hired thereafter, including CP Rail Master Seniority District #3 employees, will be paid in accordance with the terms and conditions of the CP Rail (Eastern Region) Collective Agreement with the United Transportation Union.
- 40.08** Pursuant to Clause 7 above, on the first of each year for a period of five consecutive years commencing January 1, 1987, in lieu of maintenance of basic rates, an incumbency payment of \$150 will be paid to each protected freight man with a seniority date prior to May 10, 1979 who is working as a trainman on the TH & B territory on that date.
- 40.09** The provisions of CP Article 51 Consist of Yard Crews, will apply to yard service on the former TH & B territory except that, for the purposes of this Clause, the protection date for prior rights TH & B trainmen working on TH & B territory will be May 10, 1979.

- 40.10** With the exception of Article 9, Clauses 9 and 10, the provisions of Article 9, CP Rail U.T.U. Eastern Region Agreement, will apply to freight service on former TH & B territory, except that for purposes of this Clause, prior rights TH & B employees with a seniority date on or prior to May 10, 1979 will be considered "protected freight men".
- 40.11** In respect of CP Rail U.T.U. Eastern Region Agreement, Article 19, Roadswitcher Service, assignments will operate on a turnaround basis within an area of 45 main track miles from the outer main track switch or designated point in any direction.
- 40.12** A trainman called to deadhead under proper orders to fill a vacancy in any assignment paid yard rates will be paid 2 hours deadhead in each direction between Hamilton and Welland and 4 hours in each direction between Hamilton and Montrose.
- 40.13** Eligible trainmen covered by the terms of this Memorandum of Agreement will be eligible to buy back pensionable service prior to January 1, 1966 subject to the provisions of Appendix "B".
- 40.14** It is agreed by the parties that since the provisions of this Agreement are intended to integrate trainmen of the TH & B Railway Company with CP Rail on a fair and equitable basis, the provisions of Section 144 of the Canada Labour Code will not be invoked by any of the signatories hereto and such provisions are hereby expressly waived by said signatories.

**Signed this 23rd day of January, 1987.**

For the Company

(Sgd.) Frank Dixon  
General Manager  
TH & B

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

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

For the Union

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

(Sgd.) B. Marcolini  
General Chairman  
United Transportation Union  
CP Rail (Eastern Region)

#### **APPENDIX "A"**

##### **TH & B ASSIGNMENTS COVERED BY CLAUSE 7**

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

#### **APPENDIX "B"**

##### **PENSION BUY-BACK**

1. Trainmen who availed themselves of the pension buy-back approved by the TH & B Board of Directors on December 3, 1982 will be permitted to buy-back all their service with the Company which is currently not pensionable service, subject to a maximum pensionable service of 35 years. No employee will be regarded as participating in this arrangement until his election is submitted to the Company in writing in proper form.

2. The buy-back period will commence following the effective date of this Agreement.
3. In computing the aggregate amount of arrears owed by a trainman, the annual compounded rate of interest to be charged will not exceed 7-1/2%.
4. Trainmen may elect to pay their arrears in a lump sum or make arrangements to pay such arrears over a reasonable period of time in a series of equal payments per pay period. However, the full buy-back must be completed prior to an employee's retirement. Alternatively the pension will be reduced proportionately.
5. For those trainmen opting to pay the arrears over time the rates of interest charged will be consistent with the consumer loan rates charged by chartered banks.
6. Final authority regarding the application of any step relating to items (1) to (5) above will rest with the Pension Committee of TH & B. The applicable pension plan rules changes shall be determined by the Committee and submitted to the Board of Directors for approval.
7. This Appendix does not form part of the collective agreement between the parties.

### **Annex 1**

#### **Letter of Understanding**

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

Dear Mr. Marcolini:

In the discussions resulting in the Memorandum of Settlement dated December 16, 1986, providing for the integration of TH & B employees into CP Rail, it was agreed that the American Hoist would only be manned by a Conductor under the following circumstances:

- (1) He is a "prior rights employee" as defined in the aforementioned Memorandum of Settlement.
- (2) There is no other work available to the employee on Master Seniority District #3.
- (3) Notwithstanding (1) and (2) above, employees would only be permitted to man such piece of equipment until December 31, 1991.

Yours truly,

(Sgd.) G.A. Swanson  
General Manager

I concur:

Dated January 26, 1987

(Sgd.) B. MARCOLINI  
General Chairman  
United Transportation Union



## Annex 2

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

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

Dear Sirs:

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

(Sgd.) G.A. SWANSON  
General Manager

## Annex 3

December 16, 1986

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

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

Dear Sirs:

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

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

Yours truly,

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

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## **ARTICLE 42 MIXED TRAIN SERVICE**

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Formerly Article 10

- 42.01** A mixed train is a timetable train composed of freight cars, passenger coach or coaches and a baggage or combination car, and does not include freight train with only a passenger car attached.
- 42.02** Except as provided in Articles 9 and 9A (now known as Article 10), all mixed trains will have at least a Conductor and 2 Brakemen. One Brakeman may be used to handle baggage and mail and when required to handle Her Majesty's Mail will be paid there for in accordance with Article 1.02, Clauses (1), (2) and (3).
- 42.03** Trainmen assigned to mixed train runs or to runs, a portion of which is passenger, and the balance mixed or freight, or both, will be paid mileage or time at through freight rates, with a minimum of 3,000 miles per month. They will be paid initial and final terminal time as per Article 11 (now known as Article 12) and this time shall be included in making up the monthly guarantee.
- Trainmen who work only a part of the month will receive their full proportion of the foregoing guarantee.
- 42.04** The allowance for any one day must not be less than equivalent of 100 miles at through freight rates. The guarantee to crews referred to means the equivalent of 3,000 miles at through freight rates - - for instance - - Conductor assigned to mixed train service who is regularly paid the way freight rate would earn his monthly guarantee when he has made 2870 miles.
- 42.05** Mixed train crews required to load or unload way freight en route, will be paid way freight rates for the time so occupied, time so paid not to be included in computing overtime, but may be used to the extent necessary to make up the minimum day, and pay not to be in excess of way freight rates for the full trip.
- Mixed train crews making stops for the purpose of: (a) taking on or setting off a car (or cars), (b) loading and unloading way freight and/or (c) moving a car (or cars) in a siding at a point where no car (or cars) are taken on or set off, at more than 5 stations, or that make more than 10 switches en route, or a combination of such service, will be paid way freight rates for the trip. The minimum in the combination is 7.
- 42.06** On runs on which mixed trains make one or more round trips per day, if service is performed as per Article 15.06, on any one or all of the trips, including work at turnaround points, way freight rates will be paid for the day.

### **Example of Combinations:**

Picking up or setting off cars at 2 stations and making 5 switches en route.

- 42.07** Clauses 12.03, 12.11, and 12.14 of Article 12 apply to mixed train service.

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## **ARTICLE 53 YARD SERVICE – EQUIPMENT OF ENGINES**

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Formerly Article 42, Rule 10.

- 53.01** Yard employees will not be required to work with an engine that is not properly equipped with footboards, grab irons, automatic couplers and headlights.

Note: This rule shall be removed from the Collective Agreement when Transport Canada provides an exemption from the requirement to have a footboard as set out at sub-section 508(1) and sub-section 509 of General Order O-10.

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## **ARTICLE 56 YARD SERVICE – SWITCHING WITH CABOOSES**

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Formerly Article 42, Rule 14.

- 56.01** On arrival of freight trains in terminal receiving yards, and before trains are switched, cabooses shall be taken off trains and placed in coooside siding and disturbed as little as possible until again required. Yard employees shall not switch or make up trains with cabooses attached.

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## ARTICLE 61 YARD SERVICE – SWITCHTENDERS

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Formerly Article 42, Rule 23

- 61.01** Switchtenders regularly assigned shall have a fixed starting time, which will not be changed without at least 48 hours advance notice.
- 61.02** Yard Service Rules, Article 45.01 and 45.02; Article 46 except 46.01 (2); Article 47.01 (1) (9) and (10); Article 47.02 and 47.03; Articles 48, 49, 70, 73, 67, 58, 63, and 71, will also apply to Switchtenders.
- 61.03** Except where required to work longer under regular arrangement for changing off from one shift to another, Switchtenders who have been on duty 11 hours or more will have the right to book rest, the employees to be judges of their own condition.
- 61.04** Switchtenders will be held responsible for the performance of their regular duties during lunch period.
- 61.05** (1) Preference to the position of Switchtender will be according to seniority on the Superintendent's Division on which employed, dating from the time service was taken as such, and retaining positions held as of October 15th, 1919. A Switchtender who has been less than 6 months in the Company's service will not hold any seniority rights.
- (2) Permanent vacancies or new jobs created will be bulletined for 10 days and will be given to the senior qualified applicant.
- (3) In filling positions other than as provided in Clause 22.02 preference will be given to employees incapacitated in the employ of the Company (either in yard, train, engine, maintenance of way or telegraph service), but who are capable of performing the duties of Switchtenders. In such cases, if more than one applicant, preference will be given according to seniority in the Company's service. Yardpersons bidding for and appointed to positions as Switchtenders will surrender their seniority rights in yard service.
- (4) In the event of the position of Switchtender being abolished at any point, the employee or employees affected will have the right to exercise their seniority rights to the junior similar position or positions on their promotion territory.
- (5) Employees in Switchtender service will have access at all times to seniority lists to be posted in a conspicuous place in yard office for each promotion territory respectively, which will contain a correct list of all Switchtenders concerned and their seniority standing in the service. Such lists will be compiled and posted January 1st of each year. Switchtenders whose standing is incorrectly shown must protest in writing within 30 days or no action will thereafter be taken. The standing of any employee who is absent on leave or through illness will not be affected by this Rule.

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## ARTICLE 62 YARD SERVICE – CAR RETARDER OPERATORS

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Formerly Article 42, Rule 24

- 62.01** Eight consecutive hours and time required for transfer will constitute a day's work for a Car Retarder Operator. Overtime shall not commence until completion of a day's work.
- 62.02** When extra Car Retarder Operators are used, and are required to remain on duty in excess of 8 hours in continuous service, exclusive of time required for transfer, they will receive overtime at time and one-half on the minutes basis. When they start a second shift within a 24-hour period, they will not be paid under the overtime rule, but will start a new day and will receive, for 8 hours or less, the straight time rates.
- 62.03** (1) Car Retarder Operators will be taken from the ranks of qualified Yard Forepersons, and will be carried on a separate Car Retarder Operators' seniority list, which will not deprive them of their rights a Yard Foreperson on yard seniority list for Yard Forepersons and Yard Helpers.
- Note:** In the event that no applications are received from Yard Forepersons, the bulletin will be extended to Yard Helpers, and in the event that no applications are received from Yard Helpers, the bulletin will be extended to Switchtenders.

- (2) Car Retarder Operators will be required to familiarize themselves with the requirements of their assignments on their own time, without compensation, the Company to be the sole judge as to the competency of applicants. In the case of applicants of equal ability, seniority shall be the deciding factor in making appointments.
- (3) Senior of Car Retarder Operators will date from the time they are promoted to such position.
- (4) Car Retarder Operators desiring to give up their seniority as such, will be required to give 2 weeks advance notice, in writing, before they are relieved of their assignments.

- 62.04** Car Retarder Operators will, when so instructed, perform any of the work of a Yardperson during their tour of duty.
- 62.05** When a Yard Foreperson performs Car Retarder Operator's work and other switching service the same day, it will be termed "combination" service and the higher rate of pay will apply for the entire day's work.
- 62.06** Vacancies for the position of Car Retarder Operator will be filled by the senior available spare Car Retarder Operator, who must accept the promotion as it arises, and failing to fill such vacancies without sufficient reason, spare Car Retarder Operators will be disqualified from such work.
- 62.07** Articles 45; 46.01(2); 46.03; 46.04; 46.05; 46.06; 47.01(9) and (10); 47.01(1); 47.03(1); 48; 49; 58; 63; 67; 68; 70; 71 and 73 will also apply to Car Retarder Operators.

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## **ARTICLE 71      GRIEVANCE PROCEDURE**

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Formerly Article 39 and Article 42, Rule 22.

### **Letter of 1989 re: Handling of wage claims and grievances, formerly Appendix B-30**

MONTREAL, July 25, 1989

L.A. Clarke

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

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

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

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

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

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

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

cc: Messrs.      W. M. Jessop      J. R. Austin

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## MISCELLANEOUS LETTERS

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**Letter Re: Crew consist on self-propelled equipment operating on CP tracks, formerly Appendix B-20.**

MONTREAL, April 18, 1988

Mr. J. R. Austin  
General Chairman  
United Transportation Union  
695 Markham Road Suite 6  
Scarborough, Ontario M1H 2A5

Mr. W. M. Jessop  
General Chairman  
United Transportation Union  
403 -630 - 8<sup>th</sup> Avenue S. W.  
Calgary, Alberta T2P 1G6

Gentlemen:

This has reference to recent negotiations and, in particular, to your Demand #14, which reads as follows:

“Crew consist on self-propelled equipment operating on CP Rail tracks when equipped with a drawbar.”

During the negotiations, you were informed that the Company’s policy in respect of the operation of self-propelled equipment is that, except where self-propelled equipment movements or work is being performed under the protection of Maintenance of Way flagging or a track occupancy permit, such units, when operating as trains on main tracks, signalled sidings and signalled yard tracks, must be accompanied by a pilot or authorized operating officer. There may also be unusual circumstances, which, in the opinion of local officers, may indicate the desirability of employing a pilot or authorized operating officer, where they would not be required by the above.

Yours truly,

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

**Letter Re: Rail Traffic Controllers, formerly Appendix B-37**

TORONTO, August 31, 1992

Mr. L. O. Schillaci  
General Chairperson  
United Transportation Union  
404-630-8<sup>th</sup> Avenue S. W.  
Calgary, Alberta T2P 1G6

Mr. J. R. Austin  
General Chairperson  
United Transportation Union  
695 Markham Road, Suite 6  
Scarborough, Ontario M1H 2A5

Dear Sirs:

During the course of our negotiations leading to the Memorandum of Settlement dated June 4, 1992 the matter of providing, on a voluntary basis, opportunities for employees represented by the United Transportation Union, to be considered for positions of Rail Traffic Controllers was raised by the Company.

The parties agreed to continue discussion on the matter during the term of the Collective Agreement. It was understood that such discussions would also include appropriate representatives of the Rail Canada Traffic Controllers (RCTC).

Accordingly, such discussions will commence ninety days following the signing of a Collective Agreement or such time as may be otherwise mutually agreed.

Yours truly,

(Sgd.) R. Colosimo  
Vice-President, Industrial Relations

Cc: Messrs. L. Olson, B. Marcolini, D. Arnold

**Letter Re: Consolidated Collective Agreement, formerly Appendix B-60**

July 14, 1995

Mr. R. S. McKenna  
General Chairperson  
CCROU (BLE)  
150 Metcalfe Street Suite 1401  
Ottawa, ON K2P 1P1

Mr. L. O. Schillaci  
General Chairperson  
CCROU (UTU)  
404-630 8th Avenue S.W.  
Calgary, AB T2P 1G6

Mr. D. Curtis  
General Chairperson  
CCROU (BLE)  
11012 MacLeod Trail S. Suite 270  
Calgary, AB T2J 6A5

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

Dear General Chairmen:

This has reference to the consolidation of existing Collective Agreements, into a single consolidated Collective Agreement.

Pursuant to the award of Arbitrator Mr. Justice George Adams, dated June 14, 1995, the parties are directed and required to complete a consolidation according to the following directive:

"In recognition of the certification of the CCROU, vesting in it representation rights for all running trades employees, there is a need for collective agreement consolidation. The Commission believes the parties must strive for uniformity in the provisions of their Agreement while attempting to minimize the adverse impact on affected areas of interest where practicable. Simply placing the existing Agreements between two covers is unacceptable. It is therefore directed:

1. Existing Agreements insofar as they are not specifically amended by the Commission shall apply until consolidation is complete, subject to the agreement of the parties.
2. A subcommittee will be immediately formed, consisting of four (4) representatives of the Company and four (4) representatives from the CCROU. This committee will combine all predecessor collective agreements into one new (1) collective agreement by no later than December 31, 1995.
3. Should the committee fail to agree on a consolidated agreement, all differences will be referred to Justice Adams for final and binding arbitration in a summary manner."

Accordingly, the Company requests an initial meeting at your earliest convenience to establish a committee as mandated by the Award of Justice Adams and to resolve such other procedural matters as may be necessary.

In order that we can meet the time frames stipulated in the Award would you please indicate your nominees in the place provided on the duplicate copy of this letter and return to me within 7 days. We will then insert the names of our nominees and return one copy to you for your reference and files.

Yours truly,

Director, Labour Relations

I CONCUR

I CONCUR

CCROU (BLE)

CCROU (UTU)

CCROU (BLE)

CCROU (UTU)

cc: Mr. L. H. Olson  
Chairperson - CCROU

Mr. T. G. Hucker  
Secretary-Treasurer - CCROU

**Letter Re: Seniority Integration, formerly Appendix B-63**

July 14, 1995

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

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

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

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

Dear General Chairmen:

This has reference to our numerous discussions, during this round of negotiations, concerning our joint demand to integrate all existing Locomotive Engineer and Trainperson/Yardperson seniority districts.

As a resolve of this issue it was jointly agreed that representatives of the Company and the CCROU would meet during the closed period of this Collective Agreement, which has an expiry date of December 31, 1997, to negotiate a seniority district integration on a system basis.

It was further agreed that the following would be matters for consideration and determination during such meetings;

- Prior rights protection,
- Voluntary relocation rights,
- Company initiated relocation on a temporary and permanent basis,
- Compulsory relocation of employees hired after April 30, 1995.

If the foregoing accurately reflects our discussion, please indicate your concurrence in the space provided.

Yours truly,

Director, Labour Relations

I CONCUR

Canadian Council of Railway  
Operating Unions (BLE)

I CONCUR

Canadian Council of Railway  
Operating Unions (BLE)

I CONCUR

Canadian Council of Railway  
Operating Unions (UTU)

I CONCUR

Canadian Council of Railway  
Operating Unions (UTU)

**Letter Re: Health and Safety, formerly Appendix B-64**

July 14, 1995

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

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

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

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

Dear General Chairmen:

This has reference to the Health and Safety issue which you tabled for discussion during this round of negotiations.

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

Yours truly,

Director, Labour Relations

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

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



**Letter Re: TCS and off duty in 12 hours, formerly Appendix B-65**

July 14, 1995

Mr. G. C. B. Smith  
Vice President, Industrial Relations  
CP Rail Systems,  
Room 370, Windsor Station  
P. O. Box 6042, Station Centre-Ville  
Montreal, PQ, H3C 3E4

Dear Sir:

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

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

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

Yours truly,

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

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

**Letter Re: Appeal of Basic Weekly Pay, formerly Appendix B-68**

Toronto, March 19, 1998

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

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

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

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

Dear Sirs:

This refers to Item #8 of the Memorandum of Settlement dated March 23, 1997 and the process by which employees who have protected status under the terms of the CCROU (UTU) Article 9A may appeal their Basic Weekly Pay (BWP) calculation and the BWP established from that calculation.

All such protected employees will be notified of the amount of their BWP, in writing. Within thirty (30) days from the date of such notification, an employee may request clarification and/or a more detailed explanation of the calculations from the Manager Timekeeping, CMC. A full explanation of the calculations will be forwarded, in writing, to the employee, accompanied by any necessary data used in the calculation.

Within ninety (90) days of the date that such explanation and data are forwarded to the employee, the employee may initiate a grievance concerning the establishment of their BWP directly through the General Chair who will deal with the District General Manager at Step 3 of the grievance procedure, bypassing the preliminary steps of that procedure.

Employees who are absent due to illness or are on authorized leave of absence at the time of notification, will be entitled to exercise their appeal upon their return to active service., triggering the time limits contained in this letter from the date of their return to active service. Bulletins will be posted at all locations advising employees for whom the BWP has been established in order to ensure that each affected employee is aware that a BWP has been established for them.

Yours truly,

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

G. Chehowy  
Manager, Labour Relations  
Canadian Pacific Railway

**Letter Re: Alternatives to TCS, formerly Appendix B-69**

Toronto, March 19, 1998

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

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

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

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

Dear Sirs:

This refers to our discussion on Turnaround Combination Service during the Method of Pay negotiations.

It was agreed during our discussions that the Company will meet with the CCROU at the earliest opportunity to pursue alternatives to Turnaround Combination Service (TCS).

These discussions will focus on potential improvements, while preserving the economic integrity of TCS.

Yours truly,

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

G. Chehowy  
Manager, Labour Relations  
Canadian Pacific Railway

**Letter Re: Internal Detour, formerly Appendix B-71**

Toronto, March 20, 1998

CCROU(UTU) West

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

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

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

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

Dear Sirs:

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

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

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

Yours truly,

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

G. Chehowy  
Manager, Labour Relations  
Canadian Pacific Railway

**Letter Re: Can Alert, formerly Appendix B-72**

Toronto, March 20, 1998

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

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

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

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

Dear Sirs:

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

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

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

A lifestyle training program for running trades employees.

Development of a set of bunkhouse/resthouse and motel/hotel standards. These standards will provide guidance for future construction, renovation or contracting of such facilities.

A napping strategy that will ensure safety is not compromised.

Equip all lead locomotives in road service with a cab intercom connected to the radio transceiver which will provide all train crew personnel with sound-attenuating headsets. The cab intercom will have an auxiliary input jack to which privately-owned cassette-recorders and/or compact disk players can be attached.

Rail Traffic Controllers, Crew Callers and Network Management Center District Coordinators will be trained to understand the CANALERT'95 strategies and their role in these measures.

Yours truly,

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

G. Chehowy  
Manager, Labour Relations  
Canadian Pacific Railway

**Letter Re: Kawartha Lakes from Memorandum of Settlement 1999-2002**

CANADIAN PACIFIC RAILWAY

CALGARY, May 23, 1999

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

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

Dear Sirs:

This has reference to various discussions during this round of negotiations concerning the need to address issues unique to the Kawartha Lakes Railroad.

We have agreed to renew the Collective Agreement between Canadian Pacific Limited (Saint Lawrence and Hudson) and the Canadian Council of Railway Operating Unions (United Transportation Union & Brotherhood of Locomotive Engineers) on behalf of the Trainpersons and Locomotive Engineers employed on the Havelock/Nephton Internal Shortline.

The following amendments will apply effective January 1, 1999.

1. Article 3 pensions and benefits amended establishing increases under the terms of the National Agreement, Memorandum of Settlement dated May 23, 1999.
2. Article 4, clause 4.1, bereavement leave to be amended providing benefits upon the death of a spousal grandparent effective January 1, 2000 and grandchild and step-grandchild effective January 1, 2001.
3. Article 5, clause 5.4 will be amended to increase wages under the terms of the National Agreement, Memorandum of Settlement dated May 23, 1999.
4. Article 5, clause 5.4 new paragraph (b) to read; Employees assigned to 8/10 hour assignment required to work beyond 10 hours will be paid the daily rate for 10.12 hour assignments for that day.
5. Article 5, new clause 5.7 establishing employee Stock Purchase Plan under the terms of the National Agreement, Memorandum of Settlement dated May 23, 1999.
6. Article 6, clause (e) amend paragraph to read "Senior available employee on the ISL auxiliary List(s). (Running trades employees who have indicated a desire to protect work on the ISL); if none".
7. Article 25, clause 25.1, duration of Agreement will be amended to reflect renewed for a period of four years commencing January 1, 1999.

Yours truly,

(Sgd.) M. G. DeGirolamo  
Assistant Vice President  
Industrial Relations

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

I concur:

(Sgd.) D. A. Warren

R. S. McKenna

## **Fact Finding Process**

The local chairperson and the first line manager shall be required to consult in lieu of advancement of a written grievance at Step 2. The local chairperson shall advise the local manager when such fact finding consultation is desired and he shall provide supporting documentation at the time of such request.

The parties shall develop procedures for joint fact-finding. The procedure developed is to be used in cases of alleged violations of the collective agreement(s) and/or claims. It will not be used in cases of discipline or dismissal.

The Local Chair of the Union and the Manager of Operations will jointly complete the fact-finding form and both will affix their signatures to it once completed. This may be done by personal consultation or may be done electronically, by fax, or E-mail. If E-mail is used, signatures may be affixed electronically.

The form will replace the need for the written statement of the grievance from the Local Chair and the written decision from the Manager of Operations contained in Step 2, Appeal to the Division Manager, currently contained in the Collective Agreement(s).

The fact-finding form will contain as much information about the grievance as possible, but this form will not prohibit the introduction of other pertinent facts at a later time, should those facts have a bearing on the grievance.

The current collective agreement time limits for progression of a grievance concerning the meaning or alleged violation of any one or more of the provision of the Collective Agreement(s), shall not be changed.

We are agreeable to instituting this process on a trial basis in selected locations as mutually agreed.

**Teamsters Canada Rail Conference  
And  
CANADIAN PACIFIC RAILWAY  
FACT-FINDING FORM**

This form is used as a substitute for Step 2 – Appeal to the Manager of Operations of the Grievance Procedure and the response. Once completed, it will be considered to fully satisfy the requirements contained in that Step.

1. Who is the person making the complaint or grievance?

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City & Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Employee number: \_\_\_\_\_ Seniority number: \_\_\_\_\_

Date of entry into Svc.: \_\_\_\_\_

Position held at time of grievance: \_\_\_\_\_ Working in what service: \_\_\_\_\_

2. When did the complaint or grievance occur? Date: \_\_\_\_\_ Time: \_\_\_\_\_

3. Where did the complaint or grievance occur? Place: \_\_\_\_\_

4. What are the facts of the complaint or grievance?  
\_\_\_\_\_

5. Why is this considered to be a complaint or grievance? (Include the Article of the Collective Agreement(s), or any supplement to the collective agreement)  
\_\_\_\_\_

6. What is the action requested that will correct and/or resolve the complaint or grievance?  
\_\_\_\_\_

7. What is the position or contention of the employer?  
\_\_\_\_\_

Signature of Local Union Representative:  
\_\_\_\_\_

Signature of Manager of Operations:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

Note: Copies of all documentary evidence such as original time claims, declination notices, letters, memos, etc. that may have a bearing on this grievance or complaint must be attached to this form before the form is forwarded to the General Chair of the Union and the District General Manager for progression at Step 3. A copy of this form and attachments should be retained by the Local Chair, the Manager of Operations and the Employee making the complaint or grievance

VII. Update List of Company Officers

1) The designations of Company Officers contained in the Collective Agreement(s) will be updated upon the re-printing of the agreement to properly reflect the current titles.

2) The Council will provide designated Company officers with an up to date list of Local Union Officers.