



**Human Resources  
MacMillan Yard  
P. O. Box 1000  
Concord, Ontario  
L4K 1B9**

**Ressources humaines  
Triage MacMillan  
P. O. Box 1000  
Concord, Ontario  
L4K 1B9**

**November 07, 2005**

**Our File:  
Your File: OF: GC-12**

**Paul Vickers  
General Chairman  
560 Exmouth Street  
Suite 111  
Sarnia, Ontario  
N7T 5P5**

**Dear Paul,**

**On September 21<sup>st</sup>, 2005, we attended a Joint Conference in London, Ontario and you indicated that you had a number of issues with respect to claims that were being declined by the payroll office that had already in your opinion been resolved by the Company. At the request of the Company you supplied a list of these issues in writing and requested that they be reviewed.**

**Further conversations ensued to clarify the issues and to discuss Articles within the Collective Agreement that would support either the Company's position and/or the Union's position. This has proved to be very pro-active and hopefully all issues have been either resolved, or the parties have agreed to disagree, proceed to either arbitration, or possibly obtain a resolution through further dialogue.**

**The following is what was discussed and the Company's position with respect to each issue submitted. A copy of this letter is being forwarded to all individuals who may be responsible for the application and/or payment of such claims. This should eliminate any further misunderstanding as to whether a claim is valid and that payment should be made.**

- 1) **Transferring of traffic between Sarnia and Port Huron utilizing train 508, which is a road switcher out of the GTW.**
  - a) Train 508, is a GTW road switcher is moving full trains for furtherance to the US to Port Huron. Paul considers this a violation the same as described above, which was resolved earlier. Paul suggests that this is a transfer of traffic, and under the St. Clair Tunnel Agreement and the Company is in violation.
  - b) A GTW road crew arrives on an East bound train at the terminal of Sarnia. The GTW crew has time left on his clock to bring a full train to Port Huron for furtherance in the US. Paul suggests that this is a transfer of traffic and under the St. Clair Tunnel Agreement, and the Company is in violation.
  - c) With respect to the ordering of a GTW crew to come to Sarnia and take a train through to the U.S. and continue through beyond Port Huron the Union has no problem or basis for any grievance.

It is the Company's position that GTW crews that have time remaining on their clock can move entire trains that are for furtherance beyond Port Huron. It is understood that none of the traffic being moved can be local traffic for Port Huron, which would be a violation of the St. Clair Tunnel agreement, which yard crews at Sarnia are entitled to. This was the case when train 504, which was a GTW road switcher, was moving local traffic to Port Huron and the Company paid the claims. Paul as requested we will check the payments made to train 504, which you have indicated that some crews were compensated for moving just trains for furtherance and not local traffic.

## 2) Tied-up en-route Claims

It is the Company's position that a crew who doesn't book rest and is required to be tied-up on line is entitled to payment consistent with Article 24 of 1.1 Collective Agreement. The locomotive engineer will be paid actual miles, to the tie-up point but not less than a minimum day of 100 miles, and from the time tied up until again resuming duty will be compensated hour for hour on the basis of 1/8<sup>th</sup> of the daily rate, as per class of service and engine involved, for the first 8 hours in each 24 hours so held. When resuming duty a new day will commence. However, the same is not paid for crews who have filed a rest message. Under this scenario Article 29.9 of 1.1 Collective Agreement applies where crews are paid 12 ½ miles for each hour beyond the time rest is due to commence. Both the Company and the Union are in agreement, please handle accordingly.

### **3) Held Away**

Claims that crews are being ordered strictly to cease held away payments when it is clearly evident that the train would not be ready or have arrived at the time the crew was ordered are entitled to payment. This does not preclude the fact that certain unforeseen circumstances can happen, nor does the train arriving or being ready for departure within a reasonable time frame constitute payment for held away. Claims should contain all the information, and any declinations from the Company will have an explanation of what transpired. Both Company and Union are in agreement, please handle accordingly.

### **4) Extended Run and Advancing Turns**

The Company, during extended runs, requested the ability to boost employees in the pool, rather than utilize a spare board employee. Although there may have originally been some confusion with respect to the wording in the agreement as to whether it read "may" vs. "will" this has been discussed and rectified to be "will". Therefore crews will be boosted prior to utilizing the spare board employees. Both the Company and the Union are in agreement, please handle accordingly.

### **5) Turns Being Utilized While Employees are on Rest**

As per Attachment B2 in the recent Memorandum of Agreement a Locomotive Engineer who has booked eight (8) hours personal rest or less at the Home terminal will be paid constructive miles if his turn operates without him as a result of personal rest. This is for the purpose of whether the employee will receive any compensation. Employees whose rest expires during the assigned time block will establish his/her turn in the last assigned turn within the block if such turn is vacant". If we use all 4 turns prior to the employee being available he would be paid constructive miles. Both the Company and the Union are in agreement, please handle accordingly.

### **6) Tickets Declined for Wrong Claim Code**

- a) Employee submits a claim and mistakenly puts the wrong claim code, however the claim is valid. The Company will advise the employee of the proper claim code, however the claim will be paid. Once the employee is advised, a copy should go to the General Chairman and if the employee continues to submit the wrong claim code then the claims will be declined by the Company, and the General Chairman will handle with the employee.

- b) Employee has been advised of the proper claim code and continues for reasons unknown to submit claims in the wrong fashion, these claims will be declined by the Company and General Chairman advised for his information and handling with the employee. Both the Company and the Union are in agreement, please handle accordingly.

#### **7) Doubling Miles When Lifting**

There are situations where crews are going over a mile off the main line and are being compensated 12 ½ miles for switching under Article 17 and are also claiming time for doubling. The Union's position is that the time for doubling should not be calculated into the time required for switching. If the time required for switching is under an hour the crew is entitled to both 12 ½ miles and the doubling miles. Time should be clearly indicated on the employees ticket indicating switching time and doubling time, the two times must be separate and cannot be combined which would then result in a duplicate payment.

Although the Company can see some logic in what the Union is suggesting Western Canada is presently at arbitration over the identical issue and will wait for the results of the arbitration. It is agreed that once the results of the arbitration case are reviewed further discussion maybe warranted.

#### **8) Management Working – Company to Supply Names and Information**

The Union indicated that when claims have been submitted and all the information has been supplied including the names of the officers and times they worked that the Company properly validate the information. This is to be done by contacting the officers involved and obtaining the information as submitted by the employees. Both the Company and the Union are in agreement, please handle accordingly. It is understood by both parties that if the proper information is not submitted it is not the responsibility of the Company to research information to support the employees claim as indicated by the arbitrator in CROA case 3491.

#### **9) Not Being Called To Double - Must be Able to Provide On Time Relief. (Local calling procedures)**

- a) An employee is standing first up for doubling under the local calling procedures and is working the 0800-yard assignment. The Company requires an employee to double on the same assignment at 1600. This

employee if he is the next individual to be properly called should be called and is entitled to such, as this employee can provide on time relief.

- b) An employee who is standing first up for doubling under the local calling procedures and is working the 0800 assignment at the terminal of Oakville. The Company requires an employee to double on an assignment which is located in Toronto on the GO trains for 1600. An employee in this situation cannot provide on time relief and therefore, the employee would not be entitled to be called for the double.

If the employee can provide on time relief and is first out under the calling procedures they should be called under the local calling procedures. Both the Company and the Union are in agreement, please handle accordingly. It was also discussed and agreed that the parties would review the calling procedures with respect to the calling of employees at Toronto, Oakville, and Brantford.

#### **10) Addendum 34 – Toronto Crews Called for Sarnia**

Recently we had a situation where a crew from Sarnia arrived at Mac Yard and were available to take a train back to Sarnia. However the Company for reasons, which are not known at this time chose to have a Toronto crew move the train to a location outside of Mac Yard (Bramalee), and later deadhead a Sarnia crew to Bramalee for furtherance to Sarnia. There is nothing, which prohibits the Company from moving a train outside the Yard to relieve congestion for example, or the situation could have been that the terminal of Sarnia could not accommodate the train at this time. The Company is fully aware of Addendum 34 and the use of Toronto crews when Sarnia crews are available. I will talk to Tony Marquis as discussed and attempt to find details of what happened in this particular situation

#### **11) Sarnia Crews Not Green Under US Hour of Service and Being Run-Around at Toronto**

The St Clair Tunnel agreement and Labour Relation have agreed and resolved this issue in the past. Crews that are unable to take the trains to Port Huron due to U.S. hours of service who can provide the required 10 hours, will still be called to take the train to the terminal of Sarnia. The train will be either be re-crewed at Sarnia by another Sarnia crew or GTW will pick the train up at Sarnia for furtherance. Both the Company and the Union are in agreement, please handle accordingly.

**12) Doubling – Where Deadheading is Involved in Tour of Duty Claims are Declined.**

The example given by the Union is as follows:

A crew leaves Sarnia and arrives at Aldershot, and is instructed to take 30 cars to Oakville 15 miles away and returns to their train, and continues to Toronto claims 30 miles doubling and the claim is paid. The same crew arrives at Aldershot and is instructed to take 30 cars to Oakville and returns to train. However this crew does not have enough time to bring train into Toronto and is taxied from Aldershot to Toronto. The claim for doubling is then declined. There is no reason that the claim for doubling shouldn't have been paid. After further conversation with the pay office they apparently had declined some tickets at step one in error, this was rectified once it was brought to their attention. The Company and the Union are in agreement, please handle accordingly.

**13) Deadheading Article 63.8 – Combining Ticket Once.**

Article 63.8 clearly states the following “ Deadheading and a tour of duty in road service may only be combined once; i.e. going to the work location and tour of duty; or tour of duty and deadhead back to a terminal after completion of the tour of duty”. The Company agrees that Article 63.8 is clear and claims submitted under this article should be paid. A crew can only combine deadhead and tour of duty once.

There was further discussion on the application of Article 10.3 with respect to Engineers being used to rescue trains from the initial terminal when deadheaded more than once. The Union's position is that Article 63.8 also applies in the application of Article 10.3. Although the Article is restrictive there is no indication that the Company cannot utilize Engineers to perform work outside the terminal even if required to deadhead when reading the exact words contained within the Agreement. Further discussion required on this issue.

**14) Lifting and Setting Off Units at a Location Due to Track Restrictions Article 1.14 and 19.**

The language in Article 19.1 states “ Locomotive engineers called for road service who are required to pick up or set out a diesel unit (or units) involving their locomotive consist will be paid the allowance specified in paragraph 1.14 of article 1 and Article 19.2 “The term “unit (or units)” refers to a unit which

is coupled in the locomotive consist and is in charge of the locomotive engineer making a claim under this article." In order to resolve this issue the Company has agreed that Articles 1.14 and 19.2 will apply in this situation and the claims will be paid. Both the Company and the Union are in agreement, please handle accordingly.

**15) Taken Off Train at Initial Terminal to Rescue Another Train.**

There are two positions put forth by the Union. The first is whether the Company can utilize a road crew if there are spare board employees available to perform this work under Article 54.11. Secondly, if the crew is utilized, they should be paid a basic day for performing the work which is over and above the assignment, which they were ordered for as per Article 3.3. If there are spare board employees available to perform this work they should be utilized. If they are not utilized the Company would be liable for a run around claim. However if there are no spare board employees available and we utilize the road crew they would be entitled to basic day pay for performing the extra turnaround trip as contemplated under Article 3.3. This would not apply if the train the train crew was rescuing the train they were originally ordered for and they continued through the terminal to the objective terminal, under this situation they would only be entitled the extra miles run. Both the Company and the Union are in agreement, please handle accordingly.

**16) Medicals Required On 2 Different Days Article 69.**

The union maintains that employees submitting valid claims for second medicals are entitled to submit claims for payment under Article 69. Employees who are requested by the Medical Department to attend a second medical have had their claims declined even though they have received the proper authorization from a Company Officer.

Article 69 is quite clear as to the compensation, which will be paid to an employee who attends a medical regardless of whether it is the first or second one. 6 Hours will be paid to employees at the last applicable rate to the service last performed if no time lost, as per Article 69.1. If an employee is required to undergo an examination during on duty hours and loses time as a result, such employee will, upon proper authorization, be paid pursuant to the provisions of Article 70. The employee should always seek authorization from his immediate supervisor. Tickets that have been authorized should be paid. Both the Company and the Union are in agreement, please handle accordingly.

**17) Directional Running at Capreol (tickets declined).**

This particular situation is not related to the Collective Agreement, but was an understanding between the Union and the Company in order to initiate the required training for directional running on CP tracks. The Union was upset at the fact that a number of claims were declined by the Company after arrangements were made that employees would not suffer any loss of wages. This was not done intentionally and the problem was rectified once it was brought to the Company's attention. Both parties have agreed the problem is resolved.

**18) Claiming Switching and Designated Cuts Articles 12a.1 and 13.2**

The provisions under Article 12a.1 and Article 13 are two totally different and distinct articles with separate applications. A crew could arrive at the final terminal and be required by the Company to perform a designated cut under Article 13 and be entitled to compensation of 12 ½ miles. The Company could then request the same crew to perform switching in connection with their own train (with the exception of moving bad order cars) and the crew would be entitled to compensation of another 12 ½ miles under Article 12a.1.

Under the above Articles 12a.1 and 13 crews could be entitled to both payments if they were required to perform both switching and designated cuts as separate and distinct moves. Crews would not be entitled to two payments for performing only one of the above. Both the Company and the Union are in agreement, please handle accordingly.

**19) Bereavement Leave Article 80.1 (a) (b)**

At national negotiations the language changed in order that employees were not forced to take bereavement immediately upon the death of a family member. This was to allow for certain situations, such as traveling, or other arrangements that might be required that would delay the funeral beyond bereavement leave. Therefore the language was changed to "due to the death" this allowed employees to take bereavement leave as it was required, rather than immediately upon the death. However bereavement must be taken within a reasonable period of time as indicated in CROA case 3455. The Company will not accept an employee attempting to gain compensation as a result of bereavement. If an employee requires bereavement to be changed to accommodate situations, which may arise he/she must contact the Company and explain the details and what it required. This is an extremely sensitive area and instruction will be issued that before bereavement is declined the pay roll office will use discretion and attempt to obtain any information

surrounding the bereavement. Both the Company and the Union are in agreement, please handle accordingly.

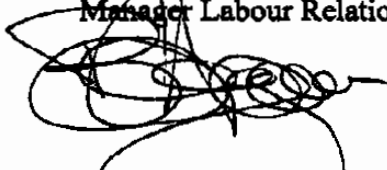
**20) Destination Terminal With Respect to Buffalo and Niagara Falls being the Same Terminal.**

This involves Sarnia and Toronto crews ordered for Buffalo and as a result of running out of time are and are provided accommodations at Niagara Falls. When the crew is ordered for the return movement out of Buffalo they are claiming the miles to Buffalo and tickets are being declined and paid under Article 82.5. For the purpose of crews being ordered to Buffalo and provided accommodations in Niagara Falls they are not considered the same terminal. Therefore the crews would be entitled to payment of the miles Niagara Falls to Buffalo. Article 82.5 only applies at the away from home terminal such as Toronto where accommodations are located outside of the yard. Both the Company and the Union are in agreement, please handle accordingly.

Paul this should clarify the issues that were forwarded to our attention, by way of this letter all parties involved in the application have been advised. Should you have questions, or concerns, please feel free to contact me. Thank you for your co-operation in resolving these issues.

Trusting the above is in order.

Barry Hogan  
Manager Labour Relations



For: Keith Creel  
Senior Vice President  
Eastern Canada

Cc: Tony Marquis  
Cc: Jim Vena  
Cc: Doug VanCauwenbergh  
Cc: Denis Fournier  
Cc: Pierre Arsenault  
Cc: Eric Blokzyl  
Cc: Mike Farkouh  
Cc: John Orr