

**APPENDIX A** dated March 16, 2004 with respect to the temporary suspension of the extended principles (Capreol/Hornepayne) and the re-establishment of Foleyet as a crew change off point (away-from-home terminal) between Hornepayne and Capreol crews.

NOTE: The terms and conditions of the Collective Agreement shall apply unless as otherwise modified herein.

The following has been agreed to:

## **1. HELD TIME**

Employees held at the away from home terminal in excess of the maximum allowable time as provided for in the Collective Agreement (14 hours), or as otherwise mutually agreed, will be compensated 100 miles an hour, or portion thereof, for all such time held beyond the allowable maximum time.

This penalty will not apply in the case of a train delayed after the calling time when such delay is the result of unforeseen circumstances beyond the Company's control such as a broken rail.

### Questions and Answers pertaining to Held Away

**Q. 1** What is meant by the phrase "or portion thereof"?

**A. 1** The 100 mile penalty will apply for any portion of an hour held beyond the maximum. For example, if 14 hours is the maximum time permitted and a crew is held 15 hours and 10 minutes, then the penalty payment would be 200 miles.

**Q. 2** Under the 100 mile penalty am I, in addition, entitled to claim the 18 ½ mile penalty as provided for in the Collective Agreement?

**A. 2** No. When the 100 mile penalty commences, it replaces the 18 ½ penalty.

**Q. 3** What is the intent of the 100 mile penalty?

**A. 3** The 100 mile penalty is intended to act as a deterrent to the Company from holding employees beyond the established maximum time.

**Q. 4** Are there any circumstances in which the 100 mile an hour penalty, or portion thereof, does not apply?

**A. 4** Yes. In case of a major disruption or as otherwise referred to in these Principles. Refer to MAJOR DISRUPTIONS.

**Q. 5** When does the 100 mile penalty cease ( travel allowance) ?

**A. 5** The penalty will cease when the crew goes on duty.

**Q. 6** When called to deadhead, when/where does the 100 mile penalty cease?

**A. 6** As prescribed by Article 2.5 of Agreement 1.1.

**Q. 7** Does the booking of personal rest affect the payment of penalty?

**A. 7** Yes. If personal rest is booked at Foleyet, then the maximum held away time will be extended by all time booked in excess of 6 hours. For example, a crew arrives and books 6 hours rest, then maximum allowable held away time will be extended by 6 hours. If mandatory rest is applicable and personal rest is booked over such mandatory rest, then such additional time will be added to the maximum held away time, e.g. an employee is under 8 hours mandatory rest but, in addition, books 8 hours personal rest, then 2 hours will be added to the maximum held away time.

**Q. 8** How is my held away time affected if I am called and cancelled at the away-from-home terminal?

**A. 8** If called and cancelled at the away-from-home terminal, employees will maintain their relative standing and the following will apply:

(a) If entitled to 50 miles, all time will be used in the calculation of held time.

**Example 1:** An employee has been at the away-from-home terminal for 4 hours; is called and 1 hour later cancelled prior to reporting for duty, remains at the away-from-home terminal an additional 5 hours - total held time 10 hours.

**Example 2:** An employee has been at the away-from-home terminal for 4 hours; is called and 1 hour after reporting for duty, without performing work (turning a wheel), is cancelled, remains at the away-from-home terminal an additional 5 hours - total held time 10 hours.

(b) If entitled to 100 miles, all time on duty will not be counted in the calculation of the total held away time.

**Example 1:** An employee has been at the away from home terminal 4 hours; is called and 1 hour later, after performing work (turning a wheel), is cancelled, remains at the away-from-home terminal an additional 5 hours - total held time 9 hours.

(c) Should an employee after being cancelled, book rest, such employee's held away "clock" will start at zero (0).

**Note:** This does not apply in the application of Mandatory Rest.

**Q. 9** If it is known that a particular Train is going to be over the maximum allowable held away time, can I be held beyond such time?

**A. 9** The intent is not to hold employees beyond the maximum held away time. However, there may be circumstances when it may occur. In such cases employee(s) shall only be deadheaded, unless as otherwise provided herein, to the home terminal.

**Q. 10** What is the maximum held away time for crews at Foleyet

**A. 10** The maximum held time for away-from-home crews is 14 hours.

**Exception:** It is understood, due to the unavailability of transportation, the maximum held time may be extended beyond the established maximum. Crew(s) in this situation would not be required to work after exceeding the established maximum and will be deadheaded to the home terminal. Employee(s) will be afforded the opportunity, at their option, to work beyond the established maximum in the event no other employee(s) are available for service at the away-from-home terminal.

**Q. 11** What is the rate of pay for the 100 miles an hour or portion thereof?

**A. 11** Through Freight Rates.

**Q. 12** If called to the away-from-home terminal where passenger rates apply, what penalty am I paid, if held beyond the maximum held time?

**A. 12** 150 miles at passenger rates for each hour or portion thereof.

## **2. OPERATION OF CREWS TO AND FROM FOLEYET**

- (a) Turns shall be established in 8 hour pools (set to maximum mileage) and will be considered as regularly assigned turns. Such will be used in their proper sequence, unless as otherwise provided herein. Failure to call turns in proper sequence or failure to use a pool turn within the designated time block will result in payment of constructive miles for the trip(s) missed.
- (b) Employees who make themselves unavailable for their assigned turn will have guarantees reduced by the constructive miles for the trip(s) missed.
- (c) Regular assigned turns will be advanced when there is a vacancy in a preceding turn as follows:
  - (i) van promotion
  - (ii) boosting of turns within a time pool
  - (iii) call spareboard employees
  - (iv) under Article 49 as referred to in this Agreement.

**Note:** If there are 4 turns in a pool and a vacancy exists in the first turn in that pool, the second turn will be advanced and used in place of the first turn in that pool, the third turn in place of the second turn and the fourth turn in place of the third. All turns may be advanced within a time block. i. e., the fourth turn may be advanced to the first turn, providing the second and third turns are vacant.

- (d) Crews will be run first in, first out at the away-from-home terminal.
- (e) Regular assigned time pools will not crew work trains, snow plows or spreaders.
- (f) Employees in regular assigned pool service may exchange turns (trade off) twice per calendar month. Each exchange shall count as one exchange for each employee involved. The Local Chairman or his/her delegate and/or the proper Local Officer of the Company may veto such trade offs. This will not result in any additional cost to the Company. Employees will notify crew office within eight (8) hours prior to trade off and no less than two (2) hours to trade off.
- (g) For the purposes of rest en-route the provisions of Article 29.5 (a) of Agreement 1.1 shall apply (10 hours).
- (h) At Foleyet, away-from-home crews may be called to operate via a location in other than assigned territory, to a distance not exceeding 25 miles.

## Questions and Answers pertaining to Operation of crews to Foleyet

**Q. 1** What determines when an employee is called from a given time pool? Is it the ordering time of the train, or of the employee?

**A. 1** The ordering time of the train.

**Q. 2** What is meant by the term "constructive miles"?

**A. 2** The run miles to the objective terminal and return.

**Q. 3** What am I entitled to if I am required to miss a trip(s) as a result of Rules, Medical attendance, etc.?

**A. 3** Payment as provided by the applicable Collective Agreement.

**Q. 4** Why were time pools established?

**A. 4** To provide for regularity, safety and flexibility.

**Q. 5** Are the turns set-up to maximum mileage as provided for in the Collective Agreements?

**A. 5** Yes.

**Q. 6** When will an employee be paid constructive miles?

1) After making a trip on his/her regular assignment and misses his/ her regular assignment as a result of late arrival at the home terminal ( i.e., his/her turn has gone out or is not utilized? **Answer** - Yes.

2) After making a trip on his/her regular assignment and misses a trip as a result of booking personal rest or subject to mandatory rest? **Answer** – Yes

Note to Q 2: The employee will be paid constructive miles only if a relieving employee was required to report for duty within 10 hours from the time the regularly assigned employee booked rest or was subject to mandatory rest. 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.

**Q. 7** Would an employee be entitled to constructive miles as a result of working other than his/her regular assignment, thereby missing his/her regular assignment?

**A. 7** Under no circumstances would an employee be entitled to constructive miles as a result of working other than his regular assignment except as provided by Article 66.1 of Agreement 1.1.

**Q. 8** What am I entitled to if I am returned to my home terminal without operating to the away-from-home terminal of Foleyet?

**A. 8** Under these principles, you would be entitled to constructive miles less actual earnings.

**Q. 10** Is it permissible to advance turns from one time block to another?

**A. 10** No.

**Q. 11** Are there any situations in which I will not be entitled to constructive miles in the event my assigned turn is not utilized, if so, what are they?

**A.11** Yes. Statutory Holidays, the Christmas / New Year season major disruptions or as otherwise referred to in the Extended Run Principles.

**Q. 12** Can the starting time of a Time Pool be adjusted?

**A. 12** Yes. The starting time can be adjusted by up to 3 hours. Notice must be given at least 2 hours in advance of the start time of the Time Pool. The movement of time blocks cannot be made on an ad hoc basis. The movement of time blocks of up to 3 hours is intended to be utilized in the event that the service design of a train, which warranted such time block, changes to the extent that the traffic now operates outside of the time block. Under no circumstances can a time block be changed by more than 3 hours of the original established time or as otherwise provided herein. Consultation with the Local Chairman must be made prior to the changing of a time block of up to 3 hours.

**Q. 13** Can a turn be abolished between mileage checks?

**A. 13** Yes, if traffic does not warrant the established turn.

**Q. 14** Can a turn be established between mileage checks?

**A. 14** Yes, if traffic warrants the turn.

**Q. 15** If called for service and my call is altered after reporting for duty what compensation am I entitled to?

**A. 15** Under these Principles, you would be entitled to constructive miles or actual earnings, whichever is greater.

**Q.16** Is there specific criteria to follow when establishing regular assigned pool turns?

**A. 16** Yes. They must be set at least to miles as provided for in the relevant Collective Agreement,

### **Turnaround Service Over 100 Miles**

- a) The Company, at its discretion, may call a crew to operate in turnaround service that is greater than 100 miles, provided for in the Collective Agreement.
- b) The determination of whether in turnaround service or straight service must be given to the crew at the time of call otherwise the provisions within the Collective Agreement will apply.
- c) Can be called in turnaround service in excess of 100 miles only if it is anticipated that such turnaround can be completed within 10 hours.
- d) If, due to unforeseen circumstances, the turnaround service cannot be completed within 10 hours, the crew will, in addition to all other earnings as provided for in the Collective Agreement, be entitled to a penalty payment of 18 ½ miles an hour, or portion thereof, for all time beyond the 10 hours.
- e) When called in turnaround service when such service is over 100 miles and the crew, if unable to make the home terminal within 10 hours, such crew cannot be tied up between terminals and must be returned to the home terminal.

- f) When called for turnaround service over 100 miles, each employee will be notified of the point for which called and will be compensated to such destination and return to the home terminal.
- g) If called in turnaround service over 100 miles and the point for which called is not given, the employee will be entitled to the miles to the away-from-home terminal and return.
- h) If called in turnaround service over 100 miles and the train is beyond the point for which called the crew must go beyond such point to operate the train in turnaround service but will, in these circumstances, be entitled to the miles to the away-from-home terminal and return.
- i) This principle will not apply at the away-from-home terminal.

### **3. STATUTORY HOLIDAYS OTHER THAN THE CHRISTMAS SEASON**

- 1) Turns not operating:  
Employee(s) will be notified no less than 2 hours prior to the commencement of their respective time block. If cancelled, employee(s) will not be entitled to constructive miles and no alteration in Turn/Block rotation will occur. When turns are cancelled within a time block, they will be cancelled from the last turn back, i.e, time block A has 4 turns and we want to cancel 3 turns, turns 4,3 and 2 would be cancelled.
- 2) If not cancelled at least 2 hours prior to the commencement of the time block, employee(s) will be entitled to constructive miles.
- 3) If the cancelled employee's turn operates, the employee(s) will be entitled to constructive miles.
- 4) These guidelines will apply unless as otherwise locally agreed between the Union and the Company.

### **4. CHRISTMAS SEASON CANCELLATIONS**

- 1) From December 24 to January 3, inclusive, regular assigned pool turns are subject to cancellation. Employee(s) must be notified of such cancellation no less than 2 hours prior to the commencements of their respective time block. If cancelled, employee(s) will not be entitled to constructive miles and no alteration in Turn/Block will occur. When turns are cancelled within a time block, they will be cancelled from the last turn back, i.e., time block A has 4 turns and we want to cancel 3 turns, turns 4, 3 and 2 would be cancelled.
- 2) If not cancelled at least 2 hours prior to the commencement of the time block, employee(s) will be entitled to constructive miles.
- 3) If the cancelled employee(s) turn operates, the employee(s) will be entitled to constructive miles.

- 4) These guidelines will apply unless as otherwise locally agreed between the Union and the Company.

**5. MAJOR SERVICE DISRUPTIONS: (i.e. Train Wrecks - Snow Blockades - Washouts)**

**On the Assigned territory:**

**Between Hornepayne and Capreol - Re-routing to Chapleau**

- a) Chapleau will be considered as the away-from-home terminal for both Capreol and Hornepayne.
- b) Regular assigned time pool crews will be placed on an "EMERGENCY BOARD" rotation to operate trains between the home terminal and Chapleau.
- c) Regular assigned time pool employees will be canvassed, in order of their relative standing (Block/Turn), as to whether they wish to be placed on the "EMERGENCY BOARD" prior to the commencement of their particular time block.

Regular assigned time pool employees not available at the time of canvassing, will be placed at the bottom of the "EMERGENCY BOARD" upon proper notification to the crew office.

Employees who desire to wait until the commencement of their time block will be placed at the bottom of the "EMERGENCY BOARD" at that time.

- d) If a major service disruption occurs during a particular time block, employees will be immediately placed on the "EMERGENCY BOARD". Employees will be notified prior to such placement.
- e) Earnings for the operation of the "EMERGENCY BOARD" are those actual earnings as provided for in the Collective Agreements with the following exceptions:
  - (i) If an employee on the "EMERGENCY BOARD" is not utilized subsequent to operations returning to normal, such employee will be entitled to constructive miles. Operations must have returned to normal during the employee's assigned time block resulting in the employee not being utilized. Normal operations occur within 12 hours subsequent to traffic operations being resumed on the assigned territory.
  - (ii) On the return to normal operations, those employees who book up to and including 14 hours rest on completion of their last tour of duty and, as a result, are unavailable for their regular assignment will be entitled to constructive miles.
- f) The maximum allowable held away time is not applicable at Chapleau.
- g) The 100 mile an hour, or portion thereof, penalty will not apply. The penalty mileage, as provided for in the Collective Agreements, remains in effect.

- h) Non-essential Trainmen in time pools will have the same opportunity to enter the 'EMERGENCY BOARD' as the corresponding Conductor. If such employee desires not to enter the 'EMERGENCY BOARD' at the same time as his/her corresponding Conductor, they will, upon entering the 'EMERGENCY BOARD', align themselves with the first available Conductor. Such employee will operate as a crew until normal service is restored.
- i) Employees on assignments 337 (at Capreol) and 336 (at Hornepayne) will have the opportunity to enter the "EMERGENCY BOARD" and will be canvassed accordingly. Should they not desire to enter when canvassed, they will, based on the service design departure time of their respective assignments, enter the "EMERGENCY BOARD".
- j) Away-from-home crews who are at the away-from-home terminal of Foleyet at the time of such Major Service Disruption may be utilized out of the terminal of Chapleau under the following conditions:
  - 1) Within two hours of the major disruption, employees, if not under personal rest, must be called to deadhead to the terminal of Chapleau.
  - 2) If personal rest is booked, employees will be called to deadhead to Chapleau within two hours of the expiration of such personal rest.
  - 3) Employees will run first-in, first out at the terminal of Chapleau with other employees.
  - 4) The maximum held time for employees moved to Chapleau, as provided for in Item (j), shall be 12 hours at which time employees will be sent home. **Exception:** It is understood, due to the unavailability of transportation, the maximum held time may be extended beyond the established maximum. Crews in this situation would not be required to work after exceeding the established maximum and will be deadheaded to the home terminal. Employee(s) will be afforded the opportunity, at their option to work beyond the established maximum in the event no other employee(s) are available for service at the terminal of Chapleau. All personal rest in excess of 3 hours shall be added to the maximum held time.
  - 5) Hornepayne crews shall not be required to operate trains between Sudbury and Chapleau on CP lines and Capreol crews shall not be required to operate trains between Chapleau and White River on CP lines.

#### **Between Hornepayne and Capreol - No Re-routing**

- a) Time blocks will remain in effect.
- b) Time blocks may be altered so as to capture the irregular flow of traffic.

**Note:** This alteration applies only to the movement of the time block and not to the hourly limit of such block. The Local Chairman of the Union and his/her delegate must be consulted prior to any time block alteration.

- c) Employees must be notified at least 2 hours prior to the commencement of their assigned block of such alteration. If not properly notified, employees will be entitled to constructive miles.

**On the Adjacent Territory:**

- a) Time blocks will remain in effect.
- b) The 100 mile an hour penalty, or portion thereof, remains in effect.
- c) Time blocks may be altered so as to capture the irregular flow of traffic.

**Note:** This alteration applies only to the movement of the time block and not to the hourly limit of the block. The Local Chairman of the Union or his/her delegate must be consulted prior to any time block alteration.

- d) Employees must be notified at least 2 hours prior to the commencement of their assigned time block of such alteration. If not properly notified, employees will be entitled to constructive miles.
- e) Pools can only be changed once from their original starting time.
- f) On return to normal operation those employees who book up to and including 14 hours rest on the completion of their last tour of duty and, as a result, are unavailable for their regular assignment will be entitled to constructive miles.
- g) If a major service disruption occurs west of the terminal of Hornepayne, but east of Longlac, thereby preventing the rerouting of traffic on the Kinghorn Subdivision, resulting in traffic being operated on CP lines (Thunder Bay to Sudbury) the following will apply:
  - 1) The territory between Hornepayne and Capreol will operate under the same conditions as if the major service disruption occurred on the assigned territory with the exception that the 100 mile an hour, or portion thereof, penalty will apply.

**Between Winnipeg and Toronto**  
**On Other Than Adjacent or Assigned Territories**

- a) Time blocks will remain in effect.
- b) The 100 mile an hour penalty, or portion thereof, remains in effect.
- c) Time blocks may be altered so as to capture the irregular flow of traffic.

**Note:** This alteration applies only to the movement of the time block and not to the hourly limit of the block. The Local Chairman of the Union or his/her delegate must be consulted prior to any time block alteration.

- d) Pool turns can be adjusted by up to five (5) hours. Employees must be notified at least 8 hours prior to the commencement of their assigned time block of such alteration. If not properly notified, employees will be entitled to constructive miles.

- e) Pools can only be changed once from their original starting time.
- f) The territory between Winnipeg & Toronto will operate under the same conditions as if the major service disruption occurred on the assigned territory with the exception that 100 mph or portion thereof penalty will apply.

**6. GENERAL QUESTIONS**

**Q. 1** If called for duty at the home terminal to deadhead at passenger rates and after reporting for duty, I am cancelled. Am I entitled to payment of constructive miles?

**A. 1** Under the Collective Agreement you would be entitled to constructive miles if assigned to through freight service. This would not apply if called to deadhead for passenger service, example VIA Rail.

**Q. 2** How is my relative standing established at the away-from-home terminal?

**A. 2** By principle of "first-in, first out".

**Q. 3** Is my eligibility for General Holiday pay affected as a result of a trade off as provided for herein?

**A. 3** No.

It is understood and agreed that this Agreement is subject to cancellation upon 72 hours written notice by either party at any time for reason and without restriction.

It is further understood and agreed that neither party shall invoke any or all of the principles of this Agreement as constituting a precedent or as constituting in any way admissions or concessions by the other party.

If you are in agreement with the above please affix your signature in the place provided below.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

Signed this 16th day of March, 2004.