

REVISED 6/11/98

MONTREAL AND BELLEVILLE
PRINCIPLES
FOR EXTENDED RUN OPERATIONS

**NOTE: PERCENTAGE OF WORK OWNERSHIP BETWEEN
BELLEVILLE AND MONTREAL BASED ON INITIAL
TERMINAL WORK:**

BELLEVILLE HEADEND 62.5%

MONTREAL HEADEND 37.5%

BELLEVILLE TAILEND 67%

MONTREAL TAILEND 33%

1. Status of Terminals:

The terminal of Montreal will be considered an "Extended Run Terminal" and the principles set out herein will apply with respect to extended run train operations.

The terminal of Belleville will not be considered an "Extended Run Terminal" at this time however, the principles as set out herein will apply unless as provided otherwise.

NOTE: An "Extended Run Terminal" is defined as a terminal which operates extended run train service as provided for in the Memorandum of Agreement dated May 5, 1995.

2. 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 determined by the proper Committee, will be compensated 100 miles an hour, or portion thereof, for all such time held beyond the allowable maximum time. The proper committee will establish an upper limit (cap) beyond the allowable maximum time, after which time the crew will be sent home.

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

Question and Answers pertaining to Held Away:

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

A. The 100 mile penalty will apply for any portion of an hour held beyond the maximum. For example,

if 16 hours is the maximum time permitted and a crew is held 17 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 1/2 mile penalty as provided for in the Collective Agreement?

A. No. When the 100 mile penalty commences it replaces the 18 1/2 penalty.

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

A. 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. Yes. In case of major disruption or as otherwise referred to in the extended run principles

.Refer to major disruptions.

Q. 5 When does the 100 mile penalty cease ?

A. When the crew goes on duty, where there is a travel allowance, such traveling time is part of held away time

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

A. As prescribed by article 18.8 of Agreement 4.16 (.) and article 25.7 of Agreement 1.1

(B. of L.E.)

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

A. Yes, For extended run assignments if personal rest is booked at the away-from-home terminal then the maximum held away time will be extended by all time booked in excess of 6 hours. For Belleville, all rest booked in excess of 3 hours will be added to the maximum held away time.

Q. 8 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. The intent is not to hold employees beyond the maximum held away time. However, there may be circumstances when it may occur.

Q.9 What is the maximum held away time for crews operating in extended run territory between Montreal and Toronto at the away-from -home terminal?

A. For Montreal crews in Toronto it will be 16 hours with a cap at 18 hours, unless as otherwise provided herein, after which time they would be sent home. For Belleville crews in Montreal it will be

14 hours with a cap at 16 hours after which time they would be sent home, unless as otherwise provided herein.

Q.I0 How is my held away time affected if I am called and cancelled at the away-from-home terminal ?

A. 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. I 1. What is the rate of pay for the 100 miles an hour or portion thereof?

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

3. OPERATION OF EXTENDED RUN CREWS:

- a. Turns in the pools will be regularly assigned turns and will be used in proper sequence. 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).

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 may be advanced when there is a vacancy in a preceding turn as follows;

i - van promotion

ii - boosting of the turns within a time pool

iii- call spareboard employees

iv- under articles 49 and 66 of Agreement 4.16 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 will 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, however, the Company may, at its option, select a home terminal or away from home terminal crew. If a Belleville crew is called to operate an extended run train, such train will only operate to the home terminal of Belleville. This is provided to ensure, that all turns are worked in their time blocks and that layover times are minimized.

e) If a Montreal crew is called to operate a train not designated as an extended run train they will operate such train to the terminal of Belleville. To this extent, if such train operation occurs out of the terminal of Montreal, at the company's option, employees may be deadheaded in combined service Belleville to Toronto. If such occurs out of the away-from-home terminal of Toronto such crew may be deadheaded in combined service Belleville to Montreal.

NOTE: Employees will be entitled to no less than the constructive freight miles between Montreal and Toronto.

f) Regular assigned time pools will not crew work trains, snow plows or spreaders.

g) 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 Chairperson or his/her delegate and/or the proper Ideal Officer of the Company may veto such trade offs. No trade off will be permitted between employees of different home terminals. 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.

h) All Employees will receive as close as practicable to a two hour call at the away from home terminal. Exception, Belleville will continue to be called as at present (1 hour call).

i) All Montreal employees operating extended runs must have at least 6 hours rest, exclusive of call

time, at the away-from-home terminal. **Exception:** Employee(s) who have obtained rest enroute will not be required to take rest at the away-from-home terminal provided such employee is not subject to the hours of service regulations within a period of 12 hours.

j) Montreal crews arriving Malport or Bit, Don Yard & Doncaster, who require maximum personal rest shall have the right to book 9 hours this due to the distance required to travel to the accommodations. It is understood that the maximum held away time or the established cap, under these circumstances, shall only be increased by 2 hours.

Question and Answers pertaining to the Operation of Extended Run Crews

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. The ordering time of the train.

Q. 2 What is meant by "constructive miles-?"

A. For Montreal, the extended run miles for their longest designed crew run (through freight) to the objective extended run terminal and return (outerswitch to outerswitch), currently Turcot to BIT. For Belleville, the miles for their longest designed crew run (through freight) to the objective terminal and return (outerswitch to outerswitch), currently St. Lambert to Belleville or Belleville to BIT.

Q. 3 What am I entitled to if I am required to miss a trip(s) as a result of rules, medical attendance ?

A. Payment as provided by the applicable Collective Agreements.

Q. 4 Why were time pools established?

A. 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. 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)?

A. 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?

A. 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 me 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. Under no circumstances would an employee be entitled to constructive miles as a result of working other than his/her regular assignment except as provided by Articles 49 or 66 of Agreement 4.16 and Article 66.1 of Agreement 1.1.

Q. 8 Can regular assigned pool employees, as established under the principles as provided herein, be called to operate in other freight service at the home terminal ?

A. Yes, if no other employees are available and if within their time block, they may be used in other service excluding work trains, snow plows, spreaders and yards.

Q. 9 Can Montreal employees be used to operate short turns out of the away-from-home terminal of Toronto?

A. No.

Q. 10 Can Belleville employees be used to operate short turns out of the away-from-home terminal of Montreal ?

A. No.

Q. 11 What am I entitled to if I am returned to my home terminal without operating to the extended run away-from-home terminal (for Belleville this includes the terminals of Montreal and Toronto)?

A. Under extended run principles, you would be entitled to constructive miles less actual earnings.

Q. 12 Is it permissible to advance turns from one time block to another?

A. No.

Q. 13 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. Yes, Statutory Holidays, the Christmas/New Years season major disruptions or as otherwise referred to in the extended run principles.

Q. 14 Can the starting time of a Time Pool be adjusted ?

A. 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 time of a train, which warranted such time block, changes to the extent that the traffic operates outside of the time block. Under no circumstances can a time block be adjusted by more than 3 hours of the original established time or as otherwise provided herein. Consultation with the Local Chairperson must be made prior to the changing of a time block. In the event a time block is changed all employees occupying positions within the time block must be notified of such change.

Q. 15 Can a turn be abolished between mileage checks ?

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

Q. 16 Can a turn be added between mileage checks ?

A. Yes, if the traffic warrants the new turn ?

Q. 17 If called for extended run service and my call is altered after reporting for duty what compensation am I entitled to ?

A. Under the extended run principles you would be entitled to constructive miles or actual earnings, whichever is greater

Q. 18 Can a Belleville crew be called to operate a train Montreal to Toronto ?

A. No

Q. 19 Can a Belleville crew be called to operate a train Toronto to Montreal ?

A. No.

Q. 20 Can a Belleville crew be called to operate a train through the terminal of Belleville ?

A. Only if such train is located at/or between Napanee to the east and Brighton to the west.

Q. 21 If on duty in my time block, can my call be altered to operate another train

A. Yes, only within your specific time block.

Q. 22 If I am ordered first in a time block of 3 crews and the train for which called is delayed, how is my turn affected in relation to the other turns called in my time block?

A. Your turn would not be affected and you would remain with the train for which called unless altered as provided for in the Collective Agreement as amended by the principles contained herein.

Q. 23. Is there specific criteria to follow when establishing regular assigned pool turns?

A. Yes, 1) they must be set at least to miles as provided for in the relevant Collective Agreement 2) work allocation, as established between terminals or as otherwise provided, must not be exceeded 3) the minimum layover for each affected terminal must be established.

4. STATUTORY HOLIDAYS OTHER THAN 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 canceled, Employee(s) will not be entitled to constructive miles and no alteration in Turn/Block rotation will occur. When turns are canceled within a time block they will be canceled 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 canceled.

2) If not canceled at least 2 hours prior to the commencement of the time block, Employee(s) will be entitled to constructive miles.

- 3) If the canceled 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. 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 canceled, Employee(s) will not be entitled to constructive miles and no alteration in Turn/Block will occur. When turns are canceled within a time block they will be canceled 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 canceled.
- 2) If not canceled at least 2 hours prior to the commencement of the time block Employee(s) will be entitled to constructive miles.
- 3) If the canceled 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.

6. MAJOR SERVICE DISRUPTIONS: (i.e.: train wrecks - snow blockades - washouts)

On the assigned territory:

Between Montreal and Toronto

- a) Extended Runs will be suspended.
- b) Time blocks which operate on the Assigned Extended Run territory (Belleville and Montreal Terminals) will be suspended.
- c) Regular assigned time pool crews will be placed on an "EMERGENCY BOARD" rotation to operate trains between Montreal, Belleville and Toronto in the conventional manner including detour routes (as prior to extended runs). For Belleville; those assigned crews which operate out of Belleville in both directions (Montreal and Toronto) the regular assigned territory will be considered as the territory in which the next regular trip is to be made.
- d) 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 crews 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.

- e) If a major service disruption occurs during a particular time block, employees will be immediately placed on to the "EMERGENCY BOARD". Employees will be notified prior to such placement.

f) 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 BOARDS" is not utilized prior to operations returning to normal such employee will be entitled to constructive miles.

NOTE: Operations must have resumed to normal during the employee's assigned time block resulting in the employee not being utilized. Normal operations occur when traffic operations are resumed on the assigned territory.

ii- On the return to normal operations those employees who book 14 hours rest and, as a result, are unavailable for their regular assignment will be entitled to constructive miles.

g) The maximum allowable held away time is not applicable.

h) 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.

i) 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.

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

On the adjacent territory:

a) Extended Runs will be suspended.

b) Time blocks which operate on the Assigned Extended Run territory (Belleville and Montreal terminals) will be suspended.

c) Regular assigned time pool crews will be placed on an "EMERGENCY BOARD" rotation to operate trains between Montreal, Belleville and Toronto in the conventional manner including detour routes (as prior to extended runs). For Belleville: those assigned crews which operate out of Belleville in both directions (Montreal and Toronto) the regular assigned territory will be considered as the territory in which the next regular trip is to be made.

d) 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.

e) If a major service disruption occurs during a particular time block employees will be immediately placed on to the "EMERGENCY BOARD". Employees will be notified prior to such placement.

f) 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 prior to operations returning to normal such employee will be entitled to constructive miles.

NOTE: Operations must have returned to normal during the employee's assigned time block resulting in the employee not being utilized. Normal operations occur when traffic operations are resumed on the assigned territory.

ii- On the return to normal operations those employees who book 14 hours rest and, as a result, are unavailable for their regular assignment will be entitled to constructive miles.

g) The maximum allowable held away time remains in effect.

h) The 100 mile an hour, or portion thereof, penalty remains in effect.

i) 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.

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

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WORKLOAD ALLOCATION - CORRECTION PROCEDURES

a) A "window of opportunity" shall be maintained for fluctuations in traffic patterns within plus(+) or minus (-) 5 percent (%).

b) Such workload allocation be determined on a monthly basis within + or - 5 %. Any deficiency within the one month period (within 5%) shall be adjusted during the following month.

c) Any deficiency of 5% or greater shall not be adjusted however the identified workload allocation shall be maintained.. A determination shall be made of the loss of earnings (miles) to a particular terminal as a result of such deficiency. The terminal adversely affected shall be compensated the loss of earnings

(miles) resulting from such deficiency as follows;

i) The compensation of earnings (miles) as provided for in item (c) shall be distributed, in seniority order, to those employees who were available for service and who were prevented from earning their maximum entitlement.

ii) Should it be determined, as a result of work availability, that an employee had the opportunity to earn his/her maximum entitlement and/or each employee at the affected terminal earned their maximum mileage entitlement then no compensation shall be provided.

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. Under the Collective Agreement you would be entitled to constructive miles if assigned to through freight service.

Q 2. If on the spareboard how much rest can I book after completing a tour of duty in extended run service without affecting general holiday pay?

A. 24 hours.

Q 3. How is my relative standing established at the away-from-home terminal?

A. By the principle of "first-in, first-out".

Q. 4. With respect to regular assigned crews operating in extended run territory; is my eligibility for General Holiday pay affected as a result of not having the required number of qualifying tours of duty as provided for in Article 77 of Agreement 4.16 and Article 76 of Agreement 1.1?

A. No, provided the regular assigned employee(s) was available for all hither regular assigned trips in the preceding 30 days from the date of the General Holiday.

Q. 5. Is my eligibility for General Holiday pay affected as a result of being off for miles as provided for in the Collective Agreement 4.16 and 1.1 ?

A. No.

Q. 6. Is my eligibility for General Holiday pay affected as a result of a trade off es provided for herein?

A. No.

03 July 1996

Mr. M.P. Gregotski

General Chairperson

Canadian Council of Railway

Operating Unions

Country Square

516 Garrison Rd., Unit 5

Ft. Erie, ON. L2A 1N2

Gentlemen:

DISPUTE PROCEDURES

Mr. C. Hamilton

General Chairperson

Canadian Council of Railway

Operating Unions

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Toronto, ON, M4K 2P7

During discussions of the Great Lakes Extended Runs Steering Committee, the Union representatives on the Implementation Committee presented a "Dispute Procedures" for consideration.

During discussion, the company indicated that during negotiations which led to the agreement on Extended Runs, the parties agreed to the establishment of District and Regional Committees whose role and purpose was to address issues of concern and resolve impasses as they affected the successful operation of extended runs.

The concept of a disputes procedure was not envisioned nor deemed necessary at that time although the Union has now indicated that there may be circumstances where issues that have been reviewed with, and cannot be resolved by the Managers and Local Union Officers responsible for managing the extended runs on their respective territory.

The parties shall form which shall contain the principles that are presently in practice and mutually agreed to by the proper Extended Run Officers and the General Chairperson(s). It is acknowledged by all parties that there will be on-going adjustments and modifications in regards to this document. Modifications of the Extended Run Principles shall only occur with unanimous agreement of the Regional Steering Committee or as otherwise provided for in 'Appendix 9' of the May 5th, 1995 agreement.

The principles for Extended Runs will be forwarded to the Steering Committee no later than 30 days after implementation has commenced, at which time the principles will be considered as accepted, unless the Steering Committee deems any immediate changes.

The Company has complete confidence that most if not all issues can be addressed informally between the Union and the Company, however in the event that this is not possible, the following shall apply:

The Undersigned would request the following changes to the Grievance procedure be outlined in the "Extended Runs" Document:

- 1) The "document" will clearly outline that this dispute procedure will be limited to resolving disputes between the CORE Council and the Company brought on by the implementation of Extended Runs. It will not be used for the purpose of grieving internal issues/disputes that may arise between the constituent Unions forming the Council (UTU - BLE).
- 2) A dispute concerning the administration or principles of extended runs will initially be progressed to the Proper District Committee Member(s). The dispute will include the suggested remedies to the disagreement. The District Committee Members will conference, within 15 calendar days from the date the dispute is received, to discuss possible solutions. If they are unable to come to a satisfactory solution and a dispute remains unresolved, either party, within 15 calendar days following such meeting, may progress the dispute, in writing to their Regional Steering Committee Member. A copy of such letter outlining the dispute will be remitted to each member of the Steering Committee. The dispute as progressed will include the suggested remedies to the disagreement.
- 3) The Regional Steering Committee Members will conference, within 30 days, to discuss disputes. If they are unable to come to a satisfactory solution and a dispute remains unresolved, the dispute may be progressed by the proper Regional Steering Committee Officer/Representative of the complainant's union or the proper officer of the Company, to a mediation/arbitration process for final and binding resolution.
- 4) Such dispute will be referred to the Mediator/Arbitrator within 30 calendar days from the date of the Regional Steering Committee's conference, wherein the dispute was not resolved.
- 5) It is agreed the costs and expenses of the mediator/Arbitrator will be equally shared by the Company and CCROU (BLE &UTU).
- 6) Unless otherwise mutually agreed to between the parties, the Mediator/Arbitrator will be the same Arbitrator who is appointed by the parties to handle all disputes at the Canadian Railway Office of Arbitration.

If the foregoing properly represents our agreement please so indicate by signing and returning the attached copy of this letter.

With regards to the reference to principles, these are to mean run specific and not those contained in appendix of the May 5th 1995 agreement.

Yours truly,

Sgnd.

Keith Heller

Sr. vice-president - CN East

I Concur

Sgnd. Sgnd.

Marty Gregotski Cliff Hamilton

General Chairperson General Chairperson

cc: B.L. Olson, Director Human Resources (w140.)