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General Chairperson  
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**united transportation union**  
**travailleurs unis des transports**

GENERAL COMMITTEE OF ADJUSTMENT  
CN RAIL - ECORAIL - NBECR - ST L&A - OCR - GEXR

Our File: 165-070-025

July 16, 2001

Mr. D. Laurendeau  
Canadian National  
895 de la Cauchetiere Street W.  
Floor 4  
Montreal, PQ H3B 4G1

*by fax - original to follow by mail*

**RE: Detour/ByPass Agreement - Moncton and Joffre**

As requested by the Company, please find attached a signed copy of the above noted bypass agreement.

This agreement is signed and in effect on the territory represented by the undersigned conditional on the following:

1. The agreement is subject to cancellation by either the Company or the undersigned upon 30 days written notice. Such cancellation shall only affect the territory under the jurisdictional control of the United Transportation Union Central Region (Road).
2. The noted agreement shall not be used as precedent or prejudice by or against either party, directly or indirectly.

Trusting the above is in order I remain,

Sincerely yours,

R. A. Beatty,  
General Chairperson  
UTU Central Region (Road)

cc: R. Lebel - UTU - by fax  
R. Leclerc - BLE - by fax

## **DETOUR/BYPASS AGREEMENT**

**(for trains operating between Moncton and Joffre over the former I.C.R.)**

**The purpose of this agreement is to provide a structured method of operation and crewing of trains in the event of traffic being bypassed for any reason over the former I.C.R. territory, between Moncton, N.B., and Joffre, Q.C.**

- 1. CN crews will operate all detoured or rerouted trains.**
  
- 2. TERMINALS**

**For the purposes of this agreement, the following locations are defined as terminals as provided below:**

- (a) Moncton – Home Terminal for locomotive engineers and 7<sup>th</sup> District conductors operating between Moncton and Campbellton.**
  
- (b) Campbellton – Away From Home Terminal for locomotive engineers and 7<sup>th</sup> District conductors operating between Moncton and Campbellton.**
  
- (c) Campbellton – Temporary Home Terminal for Edmundston locomotive engineers and 7<sup>th</sup> District Spareboard conductors and 10<sup>th</sup> Promotion District Assignment Pool called to operate west from Campbellton to Rivière-du-Loup (in this situation Rivière-du-Loup is the Away From Home Terminal) and Edmundston 7<sup>th</sup> District conductors operating east on their regular assignments to Moncton (in this situation Moncton is the Away From Home Terminal).**
  
- (d) Rivière-du-Loup – Temporary Home Terminal for Edmundston locomotive engineers and 10<sup>th</sup> District Edmundston Spareboard conductors called to operate east to Campbellton. (In this situation Campbellton is the Away From Home Terminal.)**
  
- (e) Joffre – Home Terminal for Joffre locomotive engineers and 10<sup>th</sup> District Joffre conductors. (In this situation Rivière-du-Loup is the Away From Home Terminal.)**

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### **3. WORK ENTITLEMENT BY TERMINAL AND CRAFT**

#### **Between Joffre and Rivière-du-Loup:**

##### **(a) Locomotive engineers:**

- (i) Joffre locomotive engineers will operate all trains between Joffre and Rivière-du-Loup.**
- (ii) Joffre locomotive engineers will operate assignments as if operating between Joffre and Edmundston.**
- (iii) The Locomotive Engineers Spareboard at Joffre will operate all unassigned trains and will return from the Temporary Home Terminal of Rivière-du-Loup on a first in/first out basis.**

##### **(b) Conductors:**

- (i) Joffre 10<sup>th</sup> District conductors will operate all trains between Joffre and Rivière-du-Loup except as provided below.**
- (ii) Regularly assigned Joffre 10<sup>th</sup> District conductors will operate as if operating between Joffre and Edmundston.**
- (iii) The 10<sup>th</sup> District Joffre Conductors Spareboard will operate all unassigned trains, but, if exhausted, the 10<sup>th</sup> District Conductors Spareboard at Edmundston will be used.**
- (iv) Unassigned conductors will operate on a first in/first out basis out of the Temporary Away From Home Terminal of Rivière-du-Loup.**

**Note 1: Regularly assigned employee(s) whose assignment is cancelled at the Home Terminal will be used in unassigned service or deadheaded to the Away From Home Terminal ahead of unassigned employees. Regularly assigned employees at the Away From Home Terminal whose train is cancelled or operating more than 4 hours late will take their turn in unassigned service as of their last off duty time. Regularly assigned employees will not be called to operate in unassigned service or to deadhead ahead of their regularly scheduled departure time.**

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**Note 2: Trains 402 and 404 (or their successors) operating between Joffre and Rivière-du-Loup will not be affected by this agreement and crews manning these trains will follow their regular assignment.**

**Between Rivière-du-Loup and Campbellton:**

**(c) Locomotive Engineers:**

- (i) Edmundston locomotive engineers will operate all trains between Rivière-du-Loup and Campbellton. Locomotive engineers normally assigned to operate between Edmundston and Joffre and Edmundston and Moncton will be combined to operate as a single unassigned pool. The turns of this combined pool will be determined by way of the last off duty time. Once the locomotive engineers normally due out on any particular day have been called, the Locomotive Engineers Spareboard at Edmundston will operate any remaining trains that day.**
- (ii) Edmundston locomotive engineers will operate out of the Temporary New Home Terminal of either Rivière-du-Loup or Campbellton.**

**(d) Conductors:**

- (i) Regularly assigned Edmundston 10<sup>th</sup> District conductors will work their assignments as if they were working between Edmundston and Joffre.**
- (ii) The Edmundston Conductors Spareboards (7<sup>th</sup> and 10<sup>th</sup> Districts) will man all unassigned trains between Rivière-du-Loup and Campbellton. The 7<sup>th</sup> District Conductors Spareboard at Edmundston will operate unassigned trains from Campbellton to Rivière-du-Loup when no other crews are available. The 10<sup>th</sup> District Conductors Spareboard at Edmundston will operate unassigned trains from Rivière-du-Loup to Campbellton when no other crews are available.**

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**Note 3: Regularly assigned employee(s) whose assignment is cancelled at the Home Terminal will be used in unassigned service or deadheaded to the Away From Home Terminal ahead of unassigned employees. Regularly assigned employees at the Away From Home Terminal whose train is cancelled or operating more than 4 hours late will take their turn in unassigned service as of their last off duty time. Regularly assigned employees will not be called to operate in unassigned service or to deadhead ahead of their regularly scheduled departure time.**

**Between Moncton and Campbellton:**

**(e) Locomotive engineers:**

- (i) Moncton locomotive engineers will operate all trains between Moncton and Campbellton.**
- (ii) Moncton locomotive engineers regularly assigned to operate between Moncton and Edmundston will be placed in a Detour Pool as of their last off duty time. The Detour Pool will operate in unassigned service between Moncton and Campbellton but locomotive engineers will not be called to operate ahead of their regular departure time. The Moncton Locomotive Engineers Spareboard will operate all trains not covered by the Detour Pool.**
- (iii) All Moncton locomotive engineers will operate first in/first out in unassigned service out of the Away From Home Terminal of Campbellton.**

**(f) Conductors:**

- (i) Regularly assigned pools in Edmundston and Moncton terminals will operate their regular assignments as if they were working between Moncton and Edmundston.**
- (ii) All other trains between Moncton and Campbellton will be operated by the Moncton 7<sup>th</sup> District Conductors Spareboard. In the event the 7<sup>th</sup> District Conductors Spareboard at Moncton becomes exhausted, the 7<sup>th</sup> District Conductors Spareboard at Edmundston will be used.**

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**Note 4: Regularly assigned employee(s) whose assignment is cancelled at the Home Terminal will be used in unassigned service or deadheaded to the Away From Home Terminal ahead of unassigned employees. Regularly assigned employees at the Away From Home Terminal whose train is cancelled or operating more than 4 hours late will take their turn in unassigned service as of their last off duty time. Regularly assigned employees will not be called to operate in unassigned service or to deadhead ahead of their regularly scheduled departure time.**

#### **4. PILOTS**

- (a) The I.C.S.R. and the N.B.E.C.R. (or their successors) will supply qualified locomotive engineer pilots to pilot reroute/bypass trains over their respective lines. A pool of CN locomotive engineers will be trained as pilots and be familiarized with any operational peculiarities of the shortline(s). A CN pilot will be used in the event either shortline is unable to supply a qualified locomotive engineer pilot.**
- (b) A minimum of three (3) Edmundston locomotive engineers and two (2) Moncton locomotive engineers will be trained as pilots and kept familiar with shortline operating practices. The conditions related to the training of such pilots is contained in Appendix A of this document.**

#### **5. TOUR OF DUTY**

- (a) Edmundston employees will not be required to make more than 1 round trip out of their Temporary Home Terminal. This does not preclude an employee from voluntarily making an additional trip(s) out of the Temporary Home Terminal due to a shortage of qualified employees at their Home Terminal.**

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## **6. ROAD MILES**

- (a) Employees will be compensated using pay profiles reflecting the following road miles:**
- (i) Between Joffre and Rivière-du-Loup - 201 road miles.**
  - (ii) Between Rivière-du-Loup and Campbellton - 229 road miles.**
  - (iii) Between Campbellton and Moncton - 229 road miles.**

## **7. MEALS**

- (a) All employees will receive a meal allowance of \$26.00 per round trip or for each 24-hour period or portion thereof. The 24-hour period(s) will commence at the on duty time at the employee's Home Terminal. Claims for expenses must be submitted by the employee in the customary manner.**

## **8. ACCOMMODATIONS**

- (a) The Company will provide employees single occupancy accommodations at an approved hotel or motel at the Temporary Away From Home Terminal of Campbellton and Rivière-du-Loup. The Company will not accommodate employees in Company facilities (blue fleet units, etc.). The designated Company Officer and the Local Union Representative(s) will agree to appropriate facilities beforehand and the CMC and the office of the Chief RTC will be supplied with a list of the pre-approved accommodations.**

## **9. CALLING OF EDMUNDSTON EMPLOYEES**

- (a) Edmundston employees will be called from their Home Terminal on connection for their assignment out of the Temporary Home Terminal and will be entitled to rest, if so desired, after being on duty 11 hours.**

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- (b) **If, on arrival at their Temporary Home Terminal, the train for which ordered is more than 3 hours late, the crew will be sent to accommodations and time so held will not be used in the calculation of the 11 hours. This does not preclude the Company from providing accommodations to employees when the train is between 1 and 3 hours late.**
- (c) **Employees afforded accommodations in accordance with paragraph 9(b) will be compensated at the rate of 12½ miles per hour for each hour or portion thereof from the time of arrival at the Temporary Home Terminal until the time they are required to report for duty.**

**10. CALL TIME (Temporary Away From Home Terminal)**

- (a) **Employees will receive a 1-hour call from the time required to report for duty at the Temporary Away From Home Terminal. Edmundston employees who have taken accommodation at the Temporary Home Terminal due to their train being late will receive a 1-hour call from the time required to report for duty.**

**11. TRAVEL ALLOWANCE**

- (a) **The travel allowance outlined below will be paid separately from service and at Through Freight Rates. This travel allowance will not be charged to an employee's monthly mileage accumulation:**
  - (i) **Between Edmundston and Rivière-du-Loup - 8 hours.**
  - (ii) **Between Edmundston and Campbellton - 10 hours.**

**Note: Edmundston employees may be returned directly from their Temporary Away From Home Terminal to their Home Terminal without the necessity of deadheading them to their Temporary Home Terminal. In this situation the travel allowance outlined above will apply.**

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**12. REST EN ROUTE**

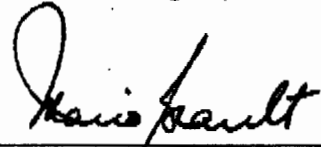
- (a) **Employees will be entitled to rest upon being 11 hours on duty. Employees will provide 3 hours' notice of their desire to take rest.**

**13. GENERAL**

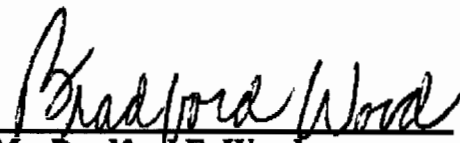
- (a) **The provisions of Collective Agreements 1.1 and 4.16 are fully in force during any Detour/Bypass except as specifically modified by this document.**
- (b) **This agreement may be altered, revised, modified or cancelled upon the Agreement of the proper officer of the Company and the affected General Chairmen/Chairperson(s).**

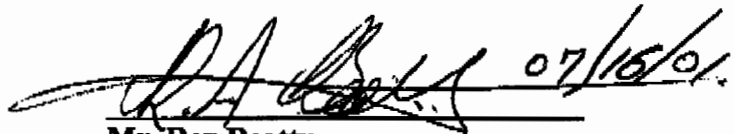
Signed this \_\_\_\_\_ day of March, 2000.

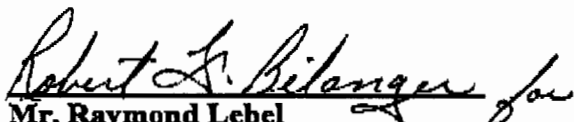
**For the Company:**

  
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**Mr. Mario Brault**  
**Supt. Operations - Atlantic**

**For the CCROU:**

  
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**Mr. Bradford E. Wood**  
**General Chairman BLE**

  
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**Mr. Rex Beatty**  
**General Chairperson UTU**

  
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**Mr. Raymond Lebel**  
**General Chairperson UTU**

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**APPENDIX A****LOCOMOTIVE ENGINEER PILOT SELECTION AND TRAINING**

- 1. A bulletin inviting applications for the pilot pool will be advertised at the terminals of Moncton and Edmundston. Applications will be accepted from qualified locomotive engineers and will be awarded on a seniority basis.**
- 2. The training for the locomotive engineers pilot pool will consist of two (2) actual road trips over their respective reroute/bypass territory, as well as one (1) day of instruction on the operating peculiarities of the shortline, radio procedures, etc.**
- 3. Locomotive engineers being trained as pilots will be compensated two (2) round trips between Moncton and Edmundston for the familiarization trips on their respective reroute/bypass territory.**
- 4. Locomotive engineers will receive 100 miles at Through Freight Rates for the single day of shortline rules training. The rules training will be conducted in conjunction with the familiarization tours of duty and will include time spent at the NBECR dispatching office in Campbellton, N.B.**
- 5. Locomotive engineers will be afforded actual reasonable expenses, in accordance with Company Policy, while engaged in pilot training.**
- 6. Locomotive engineers assigned to the Pilot Pool will receive a subsequent refresher tour of duty within 12 months of either:**
  - (a) their last refresher tour of duty; or**
  - (b) their last tour of duty as pilot over their respective reroute/bypass territory.**