



July 10, 2009

Railroad Safety Board
Office of Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE
Mail Stop 25
Washington, DC 20590

Re: Joint Petition for Waiver of Certain Portions of Hours of Service
Requirements (49 U.S.C. 21103)

Expedited Consideration Requested

Dear Sirs:

In accordance with the provisions of 49 U.S.C. 20103, please find an original and two copies of a joint petition for waiver to allow certain practices governed by applicable collective bargaining agreements to continue in place as negotiated.

Should you have any questions regarding this filing, please feel free to contact the undersigned at your convenience.

Very truly yours,

Jim Vena
Senior Vice President – Southern Region
CN

Malcolm B. Futhey
International President
United Transportation Union

Edward W. Rodzwick
National President
Brotherhood of Locomotive Engineers and Trainmen

BEFORE THE
FEDERAL RAILROAD ADMINISTRATION

FRA WAIVER DOCKET NO. _____

JOINT PETITION OF
CERTAIN RAILROADS OWNED BY
CANADIAN NATIONAL RAILWAY COMPANY
AND
TWO OF ITS OPERATING UNIONS
FOR WAIVER FROM COMPLIANCE WITH CERTAIN
PROVISIONS OF THE HOURS OF SERVICE LAWS

EXPEDITED CONSIDERATION REQUESTED

INTRODUCTION

The railroads and the unions, in their capacities referenced on Attachment "A" (referred to herein as "the Railroads" and "the Unions" respectively) jointly file this petition for waiver from compliance with certain provisions of the Hours of Service laws, 49 U.S.C. 21101 et seq. Specifically, the Railroads and the Unions seek waiver for approval of an alternate work schedule as negotiated by the parties.

The Railroads are common carriers by rail, operating in the United States, and headquartered in Homewood, IL. The Railroads are 100% owned by Grand Trunk Corporation, a holding company that is in turn 100% owned by Canadian National Railway Company.

The Unions are labor organizations headquartered in Cleveland, Ohio. The Unions represent tens of thousands of active and retired transportation workers in the U.S. and Canada, including many hundreds of employees currently working for the Railroads in train operations.

The Railroads and the Unions are parties to collective bargaining agreements ("CBA's"). The CBA's specify many of the conditions of employment for the affected employees. As is true with most railroad labor agreements, the terms of the CBA's were reached after extended negotiations between the parties that were conducted pursuant to the auspices of the Railway Labor Act (45 U.S.C. 151 et seq.). During these negotiations, each of the parties brought the concerns and desires of its constituents to the table, and finally arrived at terms and conditions of employment that each party deemed acceptable to govern their on-going relationship.

The Rail Safety Improvement Act of 2008 (the "Act") was signed into law by former President Bush on October 16, 2008. Under the Act, numerous provisions of railroad safety laws were amended, and other provisions were added. Of importance to this petition were amendments made to what is known as the Hours of Service laws (49

U.S.C. 21101 et seq.). Specific amendments to the number of days off an employee must be granted conflict with portions of the CBA's and are generally not in the best interests of the Railroads and the Unions. The terms of the Act that are of concern to the Railroads and the Unions will become effective on July 16, 2009.

The Railroads and the Unions strongly believe that the provisions of their CBAs provide a level of safety greater than that imposed by the Act and that continuance of this enhanced level of safety is in the public interest and adequately protects the safety of the employees and the public in general. For this reason, they have jointly engaged in a concerted effort, involving regional, system and corporate levels of the Railroad, and general committee and national levels of the Unions, to accommodate the CBAs and the RSIA, and they hereby petition the Federal Railroad Administration ("FRA") to grant waivers from the provisions discussed below.

I. THE PARTIES' COLLECTIVE BARGAINING AGREEMENT REQUIRES CALLING WINDOWS AND ASSIGNED REST DAYS THAT PROVIDE A LEVEL OF SAFETY GREATER THAN THAT IMPOSED BY THE ACT

A. The Statutory Provision At Issue

49 U.S.C. 21103 provides in relevant part that an employee may not remain or go on duty after that employee has initiated an on-duty period each day for 6 consecutive days, unless that employee has had at least 48 consecutive hours off duty at the employee's home terminal. Additionally, employees that are allowed to commence a tour of duty on a seventh consecutive day (because the sixth day ended with them away from their home terminal) are to be accorded 72 hours off duty.

B. The Provisions Of The Parties' CBA

Pursuant to the terms of the jointly-negotiated CBA, the Railroads and the Unions have made provisions for the governance of hours of service for the affected employees that include strict compliance with the pre-Act provisions of the Hours of Service laws. In addition, the enhanced level of safety and rest provided in the CBA is further improved with implementation of the other rest requirements of the Act not at issue in this request for a waiver, such as the uninterrupted 10 hours rest and the monthly caps on limbo time and total hours of service. It is important to note that 10 hour uninterrupted rest provision and the monthly caps set forth in the Act will be implemented in addition to the current CBA rest provisions for which a waiver is being requested.

1. The 6/1 Provisions

To begin, the CBA provides for predictable days of rest for each employee, as reflected on the quotes from the various applicable CBA's reflected on Attachment "B." Under these provisions (the "6/1 Provisions"), each regularly assigned employee is scheduled with a maximum of six consecutive work days and one assigned day of rest in

a seven day period. For clarification purposes, when the parties indicate in this petition that an employee will have “one day of rest” they mean that he will have not less than 24 hours off duty. There are no exceptions to this rule. Under the existing CBA, no employee will be called to work each day of an entire week, thereby assuring each employee a guaranteed rest period once a week.

2. Calling Windows

Next, the CBA provides for assigned calling windows for each regularly assigned employee, as reflected on the quotes from the various applicable CBA’s reflected on Attachment “B.” Enhancing the restful effects of the aforementioned 6/1 Provisions is the work scheduling accomplished by the CBA. All regular jobs are defined as either “show jobs” (meaning that the employee arrives for work at the same time each day) or “window jobs” (meaning that the employee is provided with a designated four-hour window during which he or she arrives for work each day). By providing employees with a schedule, or routine, employees are better able to plan for family time and events, periods of rest, and the usual tasks of daily living.

The CBA provides for assigned starting windows and predictable rest days that permit employees to manage their rest in a manner that meets the needs of both their home and work obligations, allowing a greater quality of life for each. The Act includes no such provisions, requiring only that employees receive 48 hours off after initiating a start on six consecutive calendar days, or 72 hours, in the case of a seventh day (which is not permitted by the CBA). The 48 hours off are not available to an employee who has not initiated a start on six consecutive days, the hours off are not scheduled and therefore unpredictable for any entitled employees. Further, the Act does nothing to move employees into a “scheduled” environment, such as the one provided by the parties’ CBA.

The CBA, on the other hand, provides each regularly assigned employee an assigned window or start times and a predictable day off in a scheduled environment. The certainty and predictability of the CBA provide for a much higher level of rest recovery. When coupled with the undisturbed 10 hour rest requirement and the monthly maximums of hours and limbo time, the conditions of the CBA far exceed the severely limited 48/72 hour provisions of the Act.

3. Extra Boards – 11/3

As noted on Attachment “A”, some of the CBA’s provide for extra board scheduling on an 11-3 schedule. Specifically, these CBA’s state that extra board employees shall be called to work on a rotating schedule that provides for three days off after eleven consecutive days of starting a shift. This schedule, 11/3, repeats every fourteen days.

It is to be noted that the 11/3 schedule provides extra board employees with three consecutive days away from work, as opposed to the Act, which only allows two days

away from work. This extra day provides more opportunities for travel without taking vacation time. Additionally, the 11/3 schedule results in employees potentially working 78.6% of the available days of a year (11 of every 14 days), just a marginal increase over the 75% (six out of eight) set out in the Act.

Because the joint petitioners believe that the 11/3 schedule negotiated and accepted by both parties to the CBA fully promotes the safety of employees and the public, and is in the public interest, they petition FRA to grant a waiver to allow this procedure to continue on and after July 16, 2009.

4. Extra Boards – 6/1

Reference to Attachment “A” reveals that on some properties, extra boards are scheduled on a six on, one off schedule. Specifically, the CBAs generally provide that extra boards shall be bulletined for a schedule of six work days, followed by one scheduled day off per week. On some properties this schedule rotates with a week consisting of five work days, followed by two scheduled days off.

For the same reasons that the parties believe that the 6/1 schedule applicable to regular assignments is in the public interest and fully supportive of safety, they also believe that the 6/1 schedule for extra board work is fully consistent with the intent of the Act. Because the joint petitioners believe that the 6/1 schedule negotiated and accepted by both parties to the CBA for extra board employees fully protects the safety of employees and the public, and is in the public interest, they petition FRA to grant a waiver to allow this procedure to continue on and after July 16, 2009.

C. Conflict With the CBA and its Superior Rest Provisions

As is apparent from a review of the terms of the CBA and the Act, once the Act goes into effect on July 16, 2009, it will not be possible for the Unions and the Railroads to comply with Federal law without compromising the superior rest provisions of their negotiated agreement. The requirement of 49 U.S.C. 21103(a)(4)(A) that each employee be accorded 48 consecutive hours off duty after working six consecutive days conflicts with the superior calling window and 6/1 Provisions of the CBA’s. Effective July 16, 2009, the Railroads will be prohibited from calling back to work an employee who worked for six consecutive days and has a day off, and likewise, the employee will be prevented from working after receiving a day off after working six consecutive days. Without a grant of this Petition, compliance with the Act would result in the parties modifying their existing CBA in a fashion that would detract from the superior rest provisions that its conditions afford the affected employees.

The Railroads and the Unions therefore seek waiver, pursuant to 49 U.S.C. 21103(a), to continue in place the 6/1 Provision of their CBA, along with the 11/3 and 6/1 schedules for extra board employees.

II. THIS JOINT WAIVER PETITION SHOULD BE GRANTED

A. **The Work Schedules Established In The CBA's Are In The Best Interests Of The Parties And Promote Safety And The Public Interest**

Compliance with both the requirements of the Act and the provisions of the CBA's will be impossible with respect to the 6/1 Provisions and extra board work come July 16, 2009. The employees' ability to plan for needed rest and responsible management of the Railroads' rail operations will be made much more difficult at the same time. Extra board scheduling will also be adversely impacted, in contravention of the intent of the parties. Because the Unions and the Railroads believe that elevation of both the specified terms of the CBA and best management practices over the conflicting terms of the Act will fully protect safety while better accommodating the needs of all interested parties, they pursue waiver from the Act's requirements and the current scheduling of extra board employees.

B. **The Legitimate Goals Of The Act Are Fully Protected Through The Provisions Of The CBA**

As the Railroads and the Unions understand the designated hours of off-duty time contained in the Act, they were enacted for the purpose of protecting the safety of railroad employees and the public, and more particularly, addressing concerns over fatigue in railroad workers. In commenting on passage of the Act, Secretary of Transportation Mary Peters noted on December 11, 2008 that the Act will "address fatigue issues and help better ensure that locomotive engineers and other key rail safety personnel are alert when on duty." *See* Remarks of Mary Peters, made December 11, 2008 at Overland Park, KS.

The Unions and the Railroads are in agreement with the intentions expressed in the Act as they relate to rest. Employees that are not adequately rested present a danger to themselves, their co-workers, and the general public. A rested employee is alert and focused on the job at hand.

It may be obvious that the Unions would work diligently to adequately protect their workers from the harmful effect of fatigue, and they do. As nationally known labor organizations, the Unions have much at stake in making sure that their workers have sufficient time away from work for sleep, family affairs, personal business, and the like. A labor union that does not look after these issues for its members is not serving the needs of its members.

What may not be as obvious on first view is that it is also in the Railroads' best interests to have rested workers. Rested workers attentively tend to their duties, and are less likely to overlook safety procedures that are designed to keep everyone safe. Particularly in light of the hazardous materials that railroads are compelled to carry because of their common carrier status, it is absolutely in any railroad's best interests to make sure that their workers have sufficient rest to execute with precision the myriad tasks that are asked of them each shift.

It is because of the mutually shared interests that the Unions and the Railroads have in maintaining a rested work force that the calling window and 6/1 Provisions were negotiated. By assuring each covered employee that each week he or she will know when they are expected to report for duty and have at least one predictable day away from work, the Unions and the Railroads have balanced the need for an experienced work force with the need for a work force that shows up rested and prepared for work, and goes home safely when their shift is over.

The requirement in the Act that employees be accorded 48 hours off duty after six consecutive days with an on-duty start was an effort to strike a balance between work and rest. The Unions and the Railroads have negotiated their own work-rest balance, and it superior to the provision contained in the Act.

In passing the Act, Congress explicitly recognized that where it drew the line between work and rest may not be optimal for all railroads and their unions. 49 U.S.C. 21103(a) specifically contemplates that terms that differ substantially from the requirements of the Act may be granted if they are "in the public interest and consistent with railroad safety." For this reason, FRA was specifically authorized by the Act to review petitions for waiver such as this, and to allow for the establishment or continuation of provisions that do not comport with all aspects of the Act, so long as those provisions meet the reasonable expectations of safety and the public interest.

C. **FRA Should Consider Existing Work/Rest Provisions In Existing CBA's When Such Provisions Are Superior To The Unscheduled And Unpredictable Mandated Rest Set Forth In The Act**

While the Unions and the Railroads understand the need for Congress to set some guidelines or give some specific direction on the issue of Hours of Service, it should also be apparent that in an area as unique as hours of service, one size might not fit all. Just as not all railroads are alike in terms of histories, operating parameters and philosophy, or physical geography, so too not all employees have the same expectations with respect to rules and working conditions. For this reason, collective bargaining agreements vary widely in their terms and conditions. What works on one property may simply not work on another, particularly when a railroad and its unions have, through lengthy history, established certain legitimate expectations and formed both work rules and living conditions around those expectations.

The current standards contained in the CBA's were not arrived at lightly, but instead were the product of significant back-and-forth discussion, with public and employee safety foremost in the minds of all concerned parties. Without a waiver, significant scheduling and staffing problems will almost inevitably arise, with the potential for degradation of service for CN's customers. Furthermore, no safety benefit will accrue, because the scheduling and certainty features of the CBAs already are superior to bare compliance with the Act.

In prior instances, FRA has indicated in its regulations the importance of allowing private parties to negotiate mutually advantageous contract terms in lieu of accepting terms enforced by an agency or legislature. For example, in its regulations regarding the qualification and certification of locomotive engineers (49 C.F.R. 240), FRA recognized that while its regulations preempt conflicting state laws (49 C.F.R. 240.5(a)), the negotiated terms of a collective bargaining agreement, as they relate to discipline, are not preempted (49 C.F.R. 240.5(d)). FRA should likewise defer to the judgment of the Unions and the Railroads as to how best to safely manage the working hours of the employees.

D. **The Personal Lives Of Affected Employees Are Enhanced With This Waiver**

When the Unions and the Railroads negotiated the CBAs, a partnership was formed that revolutionized the distribution and allocation of work, as well as compensation. This arrangement, still unique among Class I railroads, has brought significant quality of life improvements to the men and women the Unions represent.

The degree of scheduling and fixed rotation of work and rest days accords employees greater control over their personal lives. Train employees know with great precision when they will go to work, and when they will have a day off work. They enjoy a superior ability to arrange personal and family matters in a way that does not conflict with either work obligations or the responsibility to ensure they are fully prepared when reporting for duty.

We would be remiss if we did not point out two additional advantages to the work arrangement reflected in the CBA. One is the fact that the improved ability to handle personal and family matters afforded by scheduled work enables train employees to better focus on the tasks at hand while at work, because the distraction caused by worrying about juggling schedules simply isn't there.

The other factor, which is equally important, is that when a scheduled train employee needs to attend to personal or family affairs, he or she can do so more easily in a way that minimizes earnings loss. The CBAs' scheduling and compensation provisions, which are tightly interwoven, assist in this regard.

In sum, the quality of life and the safety provided by the CBA are significantly greater than that provided by current law. We also believe that the quality of life and the safety provided by the CBA are demonstrably greater than that provided by the pending changes.


III. EXPEDITED CONSIDERATION REQUESTED

As referenced above, the changes to the Hours of Service law at issue in this Petition go into effect on July 16, 2009. At that time, if this Petition has not been granted, the CBA's governing the relationship between the Railroads and the Unions will

place the parties in the untenable position of violating lawfully negotiated contract rights in order to comply with Federal law. Therefore, the Railroads and the Unions respectfully request that FRA provide expedited consideration of this Petition.

CONCLUSION

For all of the foregoing reasons, the parties hereto respectfully request that the waiver sought herein be granted prior to July 16, 2009.



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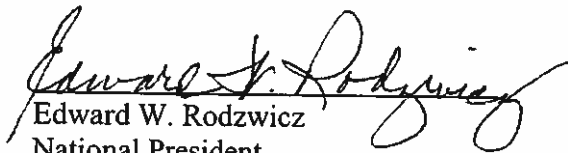
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ATTACHMENT "A"

Regular Assignments

The following railroads are governed by collective bargaining agreements with both United Transportation Union and Brotherhood of Locomotive Engineers and Trainmen that provide regular assignments with 24 hours off duty for employees that have started on-duty assignments for six consecutive days:

- Illinois Central Railroad Company
- Chicago, Central and Pacific Railroad Company
- Grand Trunk Western Railway Company
- Bessemer and Lake Erie Railway Company
- Cedar River Railroad Company
- Wisconsin Central Ltd. (certain locations noted on Attachment "B")
- Duluth, Missabe and Iron Range Railway Company

Extra Board Assignments

The following railroads are governed by a collective bargaining agreement with United Transportation Union provide extra board employees with three days off after eleven consecutive days with an on-duty start:

- Illinois Central Railroad Company
- Chicago, Central and Pacific Railroad Company
- Duluth, Winnipeg and Pacific Railroad Company

The following railroad is governed by collective bargaining agreements with United Transportation Union and Brotherhood of Locomotive Engineers and Trainmen that provide for bi-weekly extra board rotations bulletined to alternate between six (6) work days and one (1) scheduled day off in one week, and five (5) work days and two (2) consecutively scheduled days off in the other week:

- Grand Trunk Western Railway Company

The following railroads are governed by a collective bargaining agreement with United Transportation Union that provides extra board employees with a day off after six consecutive days with an on-duty start:

- Wisconsin Central Ltd.
- Bessemer and Lake Erie Railway Company

The following railroads are governed by a collective bargaining agreement with Brotherhood of Locomotive Engineers and Trainmen that provide extra board employees with a rotating schedule consisting of one week comprised of six work days and one day off, alternating with a schedule consisting of one week comprised of five work days and two days off:

- Illinois Central Railroad Company
- Chicago, Central and Pacific Railroad Company

ATTACHMENT "B"

WISCONSIN CENTRAL LTD.

Side Letter No. 3 of the BLET agreement and No. 4 of the UTU agreement provide that at locations where there are no GEBs it may be necessary to bulletin assignments as 6 – 1. Those locations can change by mutual agreement, but currently they are:

Taylor
New Richmond
Marshfield

Language re : 6 – 1 Assignments:

WC BLET Article 8 Section 1 A :

...The BLET and Company may by mutual consent agree to set up different temporary work/rest cycles, such as six & threes, six and ones, or some other combination but only with the full consent of the BLET General Chairman.

Call Windows:

WC UTU – Article 8 Section 1 C

C. Regular assignments that are intended to tie-up at the home terminal and/or away-from-home terminal may be bulletined with a four (4) hour call window or an assigned start time at the home terminal). (Q&A 14 - 21)

Note: The "call window" is the time during which the assignment is scheduled to start. The two-hour call is in advance of this time.

(i) For regular assignments with call windows, if rested but not called to start within the designated window, the Trainman shall be considered on pay after the expiration of his advertised window; however this shall not count towards overtime or hours of service. If not called to start within eight (8) hours from the end of their call window they shall be compensated a basic day and shall have fulfilled the requirement to protect the call window for that day.

The bulletined call window or assigned start time applies whenever the employee ties-up at the designated home terminal.

WC BLET – Article 8 Section 1 C

C. Regular assignments may be bulletined with a four (4) hour start window or an assigned start time at the home terminal.

Note: The "start time window" is the time during which the assignment is scheduled to start. The two-hour call is in advance of this time.

(i)For assignments with start windows, if rested but not called to start within the designated window the Employee will be considered on pay after the expiration of his advertised window time, however this shall not count towards overtime or hours of service. If not called to start within eight (8) hours from the end of their start window they will be compensated a basic day and will have fulfilled the requirement to protect the start window for that day.

(ii) The bulletined call window or assigned start time applies whenever the employee ties-up at the designated home terminal.

(iii) Engineers who are tied up at the home terminal on days which they are bulletined to tie up at the away from home terminal will be considered as 'out of cycle'. Such Engineers must protect their home terminal call window. If not called to begin work within their call window, they will be released and paid for the day.

BESSEMER AND LAKE ERIE RAILWAY COMPANY

B&LE UTU Article 9 Section 1 C :

Guaranteed Extra Board assignments will be established where the needs of service dictate and will be bulletined with a schedule of six (6) days on and one (1) scheduled rest day per week.

B&LE UTU – Article 9 Section 1 B

Regular assignments may be bulletined with a five (5) hour spread window, an assigned start time at the home location, or on a first-in-first-out rotation, at the Company's discretion.

Note: The "start time window" is the time the assignment will start. The two-hour (or three hour where applicable) call is in advance of this time.

For assignments with spread windows, if rested, but not called to start within the designated spread the Employee will be considered on pay after the expiration of his advertised spread time, however this shall not count towards overtime or hours of service. If not called to start within seven (7) hours from the end of their spread window, the employee will be compensated a basic day and will have fulfilled the requirement to protect the spread window for that day.

When a system disruption occurs, affecting mainline operations which has an impact on B&LE property, such as, derailment, washout, emergencies, acts of God, etc., employees on assigned start times or spread windows will be notified of the system disruption and may be required by the Company to revert to a first-in/ first-out operation. For the duration of the disruption, call window time frames are suspended for pay purposes. Call windows will be restored when the service disruption is declared over and the General Chairman will be so notified.

In the event the requirements of service necessitate calling an Employee prior to the opening of his advertised starting window (spread time), the Employee will be paid an additional five (5) hours at the basic daily rate.

DULUTH, WINNEPEG AND PACIFIC RAILWAY COMPANY

DWP UTU – Article 9 Section 1 C

- (ii) Regular assignments may be bulletined with a five (5) hour start window or an assigned start time at the home terminal.

Note: The "start time window" is the time the assignment will start. The two-hour (or three hour where applicable) call is in advance of this time.

- (ii) For assignments with start windows, if not called to start within the designated spread the Employee will be considered on pay after the expiration of his advertised spread time, however this shall not count towards overtime or hours of service. If not called to start within seven (7) hours from the end of their start window they will be compensated a basic day and will have fulfilled the requirement to protect the start window for that day.

(ii) When a system disruption occurs, affecting mainline operations which has an impact on DWP Property, such as, derailment, washout, emergencies, acts of God, etc., Employees on start windows will be notified of the system disruption and will revert to a first-in/ first-out operation. For the duration of the disruption call window time frames are suspended for pay purposes. However, Employees so affected will still be compensated pursuant to Article 16.2. ©, [Used out of order]. Call windows will be restored when the service disruption is declared over and the General Chairmen will be so notified.

In the event the requirements of service necessitate calling an Employee prior to the opening of his advertised starting window (spread time), the Employee will be paid five (5) hours at the basic daily rate.

CEDAR RIVER RAILROAD COMPANY

Article 2 C

Assignments will be bulletined to operate for 5 or 6 consecutive days per week. In order to qualify for time and one half account of working a regular assigned day off, as provided for in Paragraph G below, Employees must work the entire work week of their bulletined assignment.

ILLINOIS CENTRAL RAILROAD COMPANY

IC - BLET ARTICLE 8 - JOB VACANCIES AND BIDDING

Regular assignments will be established consistent with business requirements and will be bulletined to work either five days with two scheduled off days (consecutive where practicable) or six (6) days with one (1) scheduled day off. Where possible, assignments will have a designated starting time.

C. Regular assignments will be bulletined with a four (4) hour calling window or an assigned start time. The Company may adjust the starting time of an assignment within the designated spread. In the event a regular assignment is called to report for duty two hours or more beyond the close of its advertised spread time, the Engineer will be considered on pay two (2) hours after the expiration of his advertised spread time. In the event the requirements of service necessitate calling an Engineer prior to the opening of his advertised starting spread time, the Engineer will be paid five (5) hours at the basic daily rate.

D. Guaranteed Extra Board assignments will be established where the needs of service dictate and will be bulletined to work six (6) days with one (1) scheduled rest day and then work five (5) days with two (2) scheduled rest days on alternating weeks.

Note: The second day off in the week receiving two (2) days off the second day off must match the day off of the week receiving one day off.

IC – UTU ARTICLE 8 - JOB VACANCIES AND BIDDING

Regular assignments will be established consistent with business requirements and will be bulletined to work either five days with two scheduled consecutive days off, or six (6) days with one (1) scheduled day off. Where possible, assignments will have a designated starting time.

Regular assignments will be bulletined with a four (4) hour calling window or an assigned start time. The Company may adjust the starting time of an assignment within the designated spread. In the event a regular assignment is called to report for duty two hours or more beyond the close of its advertised spread time, the Trainman will be considered on pay two (2) hours after the expiration of his advertised spread time. In the event the requirements of service necessitate calling a Trainman prior to the opening of his advertised starting spread time, the Trainman will be paid five (5) hours at the basic daily rate.

D. Guaranteed Extra Board assignments will be established where the needs of service dictate and will be bulletined to protect service for eleven (11) consecutive days with three (3) scheduled rest days per fourteen day (14) payroll period.

GRAND TRUNK WESTERN RAILROAD COMPANY

BLET Article 8 - Job Vacancies And Bidding

Customer Service Assignments [CSA] will be established consistent with business requirements and will be bulletined to work either five (5) days with two scheduled off days (consecutive where possible) or six (6) days with one (1) scheduled day off. Where possible, assignments will have a designated starting time.

Note: Customer Service Assignments are designed to work primarily within a terminal and will go on and off duty at that same terminal.

C. The Company will advertise, subject to operational requirements the following:

1. At locations where 4 or more Customer Service Assignments [CSA's] exist, a minimum of 25% of the assignments will be advertised as 5 day assignments. As the current protected employees working five day assignments attrite or leave the service of the company, the Company will have the option of advertising the assignments as either 5/2 or 6/1. Subsequent to July 31, 2005 the determination of the number of 5 day assignments will be made by the Company. If rounding is necessary to determine the number of 5 day assignments the number of assignments will be rounded down or up. (Example 2.5 = two 5 day assignments; 2.6 = three 5 day assignments)

D. Regular assignments may be bulletined with a four (4) hour calling window or an assigned start time. The Company may adjust the starting time of an assignment within the designated spread. In the event a regular assignment is called to report for duty two hours or more beyond the close of their advertised spread time, the engineer will be considered on pay two (2) hours after the expiration of his advertised spread time. In the event the requirements of service necessitate calling an engineer prior to the opening of his advertised starting spread time the engineer will be paid five (5) hours at the basic daily rate.

Guaranteed Extra Board assignments will be established where the needs of service dictate and will be bulletined to work six (6) days with one (1) scheduled rest day in the week and then work five (5) days with two (2) consecutively scheduled rest days in the week, on alternating weeks. A minimum of one (1) extra board for each seniority district must be provided to fulfill the commitments of Article 6, Paragraph A.

UTU Article 8 - Job Vacancies And Bidding

B. Customer Service Assignments [CSA] will be established consistent with business requirements and will be bulletined to work either five (5) days with two scheduled off days or six (6) days with one (1) scheduled day off. Where possible, assignments will have a designated starting time.

Note: Customer Service Assignments are designed to work primarily within a terminal and will go on and off duty at that same terminal.

C. The Company will advertise, subject to operational requirements the following:

1. At locations where 4 or more Customer Service Assignments [CSA's] exist, a minimum of 25% of the assignments will be advertised as 5 day assignments. As the current protected employees working five day assignments attrite or leave the service of the company, the Company will have the option of advertising the assignments as either 5/2 or 6/1. Subsequent to July 31, 2005 the determination of the number of 5 day assignments will be made by the Company. If rounding is necessary to determine the number of 5 day assignments the number of assignments will be rounded down or up. (Example 2.5 = two 5 day assignments; 2.6 = three 5 day assignments)

Regular assignments will be bulletined with a four (4) hour calling window or an assigned start time. The Company may adjust the starting time of an assignment within the designated spread. In the event a regular assignment is called to report for duty two hours or more beyond the close of its advertised spread time, the Trainman will be considered on pay two (2) hours after the expiration of his advertised spread time. In the event the requirements of service necessitate calling a Trainman prior to the opening of his advertised starting spread time, the Trainman will be paid five (5) hours at the basic daily rate.

E. Guaranteed Extra Board assignments will be established where the needs of service dictate and will be bulletined six (6) days with one (1) scheduled rest day and five (5) days with two (2) scheduled rest days on alternating weeks. A minimum of one (1) extra board for each seniority district must be provided to fulfill the commitments of Article 6, Paragraph A.