

## **APPENDICES**

1. Orders in Council
2. List of Witnesses
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4. Shifts Worked by Engineman Hudson
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6. List of Participants

## APPENDIX I

P.C. 1986-382



PRIVY COUNCIL

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by Her Excellency the Governor General on the 10th day of February, 1986.

The Committee of the Privy Council, on the recommendation of the Minister of Transport, advise that a Commission do issue under Part 1 of the Inquiries Act to appoint Mr. Justice René Paul Foisy of Edmonton to be a Commissioner to inquire into and report on the collision of Via Rail Canada Inc. train number 4 and Canadian National Railway train number 413 at or about mile 173, Edson Subdivision in the province of Alberta on February 8th, 1986, and more particularly without limiting the generality of the foregoing, to inquire into and report on:

1. the factors contributing to, causes of and circumstances connected with this collision;
2. the adequacy of existing federal law, regulations, rules and standards governing railway operations and safety, insofar as they relate to this collision;
3. the adequacy of existing practices, procedures and standards governing railway operations and safety followed by Canadian National Railways and Via Rail Canada Inc., insofar as they relate to this collision;
4. the performance of all persons and mechanical components involved in the operation of the trains involved in this collision and the traffic control systems governing their movements;
5. the steps which can be reasonably taken to reduce the risk of recurrence of such a collision anywhere in Canada; and
6. any matters incidental or relating to any of the matters referred to in paragraphs 1 to 5.

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And do further advise:

- a) that the Commissioner be authorized to adopt such procedures and methods as he may consider expedient for the proper conduct of the inquiry including the holding of public hearings;
- b) that the Commissioner be authorized to engage the services of such staff, experts and other persons and counsel as he may consider necessary or advisable at such rates of remuneration and reimbursement as may be approved by the Treasury Board;
- c) that the Commissioner be directed;
  - (i) to submit a full report, in both official languages, to the Governor in Council by May 30th, 1986; and
  - (ii) to file his papers and records as soon as may be reasonable after the conclusion of the inquiry with the Clerk of the Privy Council; and
- d) that pursuant to section 37 of the Judges Act, Mr. Justice René Paul Foisy be authorized to act as Commissioner in the inquiry.

Certified to  
be a true copy,



Assistant Clerk of  
the Privy Council.

Certified to be a true copy of a Minute of a Meeting of the Committee of the  
Privy Council, approved by Her Excellency the Governor General  
on the 26th day of June, 1986

The Committee of the Privy Council, on the recommendation of the Prime Minister and the Minister of Transport, advise that a commission do issue amending the Commission issued pursuant to Order in Council P.C. 1986-382 of 10th February, 1986, as follows:

(a) by deleting therefrom the following paragraph:

“(iii) to submit a full report, in both official languages, to the Governor General in Council on or before May 30th, 1986; and”

and substituting therefor the following:

“(iii) to submit a full report, in both official languages, to the Governor General in Council on or before December 31, 1986; and”

(b) by adding after paragraph (iv) the following:

“AND WE DO HEREBY direct that Our Commissioner be known as the  
“Commission of Inquiry into the Hinton Train Collission”.”

CERTIFIED TO BE A TRUE COPY — COPIE CERTIFIÉE CONFORME

CLERK OF THE PRIVY COUNCIL — LE GREFFIER DU CONSEIL PRIVÉ

## APPENDIX 2

### COMMISSION OF INQUIRY

### HINTON TRAIN COLLISION

#### LIST OF WITNESSES (in order of appearance)

WITNESS	CAPACITY
<hr/>	
1. Ross Allan WALKER	Senior Vice-President, Western Canada — CN Rail
2. Gerald H. SPENSE	Assistant Chief Engineer of Signals & Communications — CN Rail
3. Jeffrey P. KEOGAN	Frontend Trainman, Jasper — CN Rail
4. Joseph V. HEBERT	Manager, Communication Systems, Montreal — CN Rail
5. William R. HARMON	Chief Train Dispatcher, Edmonton — CN Rail
6. John T. MCBAIN	Regional Chief Engineer, Mountain Region — CN Rail
7. Ronald William CAPPER	General Superintendent of Equipment, Mountain Region — CN Rail
8. Philip F. STEPHANSON	Rules & Training Coordinator, Edmonton — CN Rail
9. Meredith Glynn LYONS	Senior Transportation Officer, Prairie Region — CN Rail
10. Ronald G. ANDERSON	General Superintendent of Transportation, Mountain Region — CN Rail
11. Joseph KOLODRUBSKY	Regional Accident Investigating Officer, Alberta Region — CTC
12. Wayne Rodney SMITH	Conductor, Train 413 — CN Rail
13. Herbert Raymond TIMPE	Assistant Conductor, Train 4 — CN Rail
14. Nelson Cooper QUAST	Crew Member, Train 4 — CN Rail
15. Michael Robert JANUSZ	Locomotive Engineer, Train 413 — CN Rail
16. Kenneth Guy CUTTLE	Passenger, Train 4
17. Donald Allan OZUBKO	Engine Service Brakeman, Edmonton — CN Rail
18. Steven Brent MORLEY	Rearend Trainman, Train 413 — CN Rail
19. Nicholas OSTAFICHUK	Conductor, Train 413 — CN Rail
20. John William RAISTRICK	Passenger, Train 4; Trainman, Edmonton — CN Rail
21. Edith Louise RAISTRICK	Passenger, Train 4
22. Walter ZAVADUK	Dispatcher, Edmonton — CN Rail
23. Brian James STROUD	Yard Movement Clerk, Edson — CN Rail
24. Richard Brian MOSS	Operator, Edson — CN Rail

25.	Brian William NESBITT	Locomotive Engineer, Jasper — CN Rail
26.	Melvin Samuel EDGE	Conductor, Jasper — CN Rail
27.	John Moffat MCMURRAY	Conductor, Jasper — CN Rail
28.	Brian Barry FIEBER	Conductor, Jasper — CN Rail
29.	Ron JOHNSON	Locomotive Engineer, Jasper — CN Rail
30.	Lawrence Joseph CAREY	Frontend Trainman, Jasper — CN Rail
31.	Gordon Stanley BARTUSEK	Conductor, Jasper — CN Rail
32.	Geoffrey Charles PRETTY, M.D.	Regional Medical Officer, Edmonton — CN Rail
33.	Kiong Soon CHEE	Motive Power Supervisor, Calder Shop, Edmonton — CN Rail
34.	James Edward HEYD	Passenger, Train 4
35.	Jeffrey Michael SIMPSON	Passenger, Train 4
36.	Bruno BELANGER	Passenger, Train 4
37.	Benito Angelo LEGGIO	Conductor, Edmonton — CN Rail
38.	David Thomas CLARKE	Locomotive Engineer, Edmonton — CN Rail
39.	Mike GROSH	Passenger, Train 4
40.	Hank GULDIE	Passenger, Train 4
41.	Randolph Michael MCINROY	Passenger, Train 4
42.	Dale KEDDY	Passenger, Train 4
43.	Perry Kenneth WARNISKI	Passenger, Train 4
44.	Gregory Michael PARANICH	Passenger, Train 4
45.	Sheldon Frederick MANG	Machinist, Dispatch Crew Team, Calder Yard, Edmonton — CN Rail
46.	Wilfred L. SAWYER	Outside Supply Man, Dispatch Crew Team, Calder Yard, Edmonton — CN Rail
47.	Leander Keith LANE	Lead Hand, Dispatch Crew Team, Calder Yard, Edmonton — CN Rail
48.	Brian Allan ROBERTSON	Carman, Calder Yard, Edmonton — CN Rail
49.	Steven Brian PETTIFER	Carman, Calder Yard, Edmonton — CN Rail
50.	Brian William JOHNSON, M.D.	Surgeon — Royal Alexandra Hospital
51.	Phillip James MACDONALD	General Manager, Western Canada — CN Rail
52.	Walter Murray COSMAN	Assistant General Superintendent, Car Equipment, Mountain Region — CN Rail
53.	John W. STAPLES	Mechanical Assistant, Motive Power, Edmonton — CN Rail
54.	John BUBA	Mechanical Officer, Car Department, Edmonton — CN Rail
55.	Michael E. ZENERT	Mechanical Assistant, Edmonton — CN Rail
56.	Arnold Charles YOUNG	Manager, Mobile Radio Facilities — CN Rail
57.	Derrick J. POUNDER	Deputy Chief Medical Examiner, Northern Alberta
58.	Robert H. D. COLQUHOUN	Coordinator, Employee Assistance, Mountain Region — CN Rail
59.	George GYSEL	Manager, Employee Relation Services, Mountain Region — CN Rail
60.	Herbert H. DOFKA	Engineer of Signals & Communications, Mountain Region — CN Rail

61.	Roy A. RUDYK	Signal Supervisor, Mountain Region — CN Rail
62.	Brian G. WILLIAMS	General Supervisor of Signal Inspection, Mountain Region — CN Rail
63.	William B. THOMPSON	Signal Supervisor, Mountain Region — CN Rail
64.	Robert W. RADFORD	Chief Mechanical & Electrical Engineer, Montreal — CN Rail
65.	James F. R. GUSSOW	System Transportation Engineer, Montreal — CN Rail
66.	Gordon Harold GRAHAM	Regional Officer, Operation Safety, Alberta Region — RTC
67.	Raymond Garis AMBLER	Corporal, Edmonton General Investigation Section — RCMP
68.	Raymond J. L. MUNRO	Sergeant, Edmonton General Investigation Section — RCMP
69.	Robert Joseph CROTEAU	Conductor — CN Rail; Chairman, Conductor's Lodge 1233 — UTU
70.	Robert Lee WALLACE	Trainman — CN Rail; Chairman, Trainman's Lodge 1233 — UTU
71.	Robert James GUINEY	Vice-President — VIA Rail
72.	John Blackburn HOWARTH	Locomotive Engineer — CN Rail; Member, Local 843, Prince George — BLE
73.	David Hugh BOWMAN	Senior Engineer, Kenonic Controls Ltd.
74.	Eugene Russell KOWCH	Senior Engineer, Kenonic Controls Ltd.
75.	Jerrold J. TUCKER	Locomotive Engineer — CN Rail; President — BLE, Biggar
76.	Julius LUKASIEWICZ	Aeronautical Engineer; Professor — Carleton University, Ottawa
77.	Dennis Grant BANK	Constable, Hinton Detachment — RCMP
78.	Gordon John Daniel RENNICK	Constable, Hinton Detachment — RCMP
79.	Stephen WORT	Assistant General Yardmaster, Jasper — CN Rail
80.	Cecile Loretta Mary F. BOYNE	Crew Dispatcher, Jasper Crew Office — CN Rail
81.	John Alexander KOSS	Conductor, Jasper — CN Rail
82.	Robert Kent PEET	Train Movement Clerk, Edson Station — CN Rail
83.	David Arthur WHARTON	Assistant Crew Director, Jasper Crew Office — CN Rail
84.	Roy P. WILKINSON, M.D.	Physician — Jasper Medical Group
85.	Douglas Ross IRELAND	Assistant Car Foreman, Jasper Car Department — CN Rail
86.	Laurence Kenneth SEMENICK	Car Inspector, Jasper Car Department — CN Rail
87.	James BANGLE	Assistant General Yardmaster, Jasper — CN Rail
88.	Murdock BOWEN	Shop Foreman, Jasper — CN Rail
89.	Rodney J. KENNEDY	Locomotive Engineer, Jasper — CN Rail
90.	Gordon H. MIDDLETON	Locomotive Engineer, Jasper — CN Rail
91.	Calvin ELLIOTT	Locomotive Engineer, Jasper — CN Rail
92.	Martin DELANEY	Roadmaster, Hinton — CN Rail
93.	Gary Herbert GORDON	Master Mechanic, Jasper — CN Rail

94.	Lyle Harvie UMPHERVILLE	Trainmaster, Edson — CN Rail
95.	Kenneth Lloyd HAMMELL	Trainmaster, Jasper — CN Rail
96.	Paul G. H. HOPKINS	Master Mechanic, Jasper — CN Rail
97.	George DOWNEY	Trainmaster, Jasper — CN Rail
98.	William L. RUSSELL	Locomotive Engineer, Jasper — CN Rail
99.	Brian SHERBAN	Engine Watchman, Jasper — CN Rail
100.	Roy Lawrence PETERSON	Locomotive Engineer, Jasper — CN Rail
101.	Warren Bradley BROWN	Conductor, Jasper — CN Rail; Local Chairman, Conductor's Lodge — UTU
102.	Myron William BECKER	Engine Service Brakeman, Jasper — CN Rail; Local Chairman, Trainman's Lodge — UTU
103.	Albert Joseph WAGNER	Assistant Superintendent, Jasper — CN Rail; Co- Chairman, Local Health & Safety Committee — BLE
104.	Harold KIDD	Signal Maintainer, Hinton — CN Rail
105.	Peter R. CALLEGARI, M.D.	Physician — formerly with Jasper Medical Group
106.	Jim GIFFORD	Locomotive Engineer, Jasper — CN Rail
107.	Patrick WERBICKI	Locomotive Engineer, Jasper — CN Rail
108.	Glen A. CAMPBELL	Locomotive Engineer, Jasper — CN Rail
109.	Terry JOHNSTON	Locomotive Engineer, Jasper — CN Rail
110.	George HAINSWORTH	Locomotive Engineer — CN Rail; Vice-Chairman, National Legislative Board — BLE
111.	Leo BERINI	Chairman, General Chairman's Association — BLE
112.	Robert LEGGETT	Locomotive Engineer, Jasper — CN Rail; Legislative Representative — BLE
113.	Glen WILSON	Engineer of Signals — South Pacific Railroad; Chairman, Signal Task Force — ATCS
114.	Keith Gordon MACDONALD	Manager, Labor Relations, Mountain Region — CN Rail
115.	Charles E. TAYLOR	Assistant Vice-President, Research & Test Depart- ment — AAR; Member, Steering Committee — ATCS
116.	Gary RUEGG	Director, ATCS — Union Pacific Railroad
117.	Gary PRUITT	Systems Engineer — ARINC Research
118.	Peter John DETMOLD	Executive Director, ATCS — RAC & AAR
119.	Ronald MCGRAW	Electrical Engineer; Division Director of Railroad Business — Rockwell International
120.	John F. WALTER	Chairman, Railway Transportation Committee — CTC
121.	William J. HARRIS	Past Vice-President, Research & Test Department — AAR; Prof., Transportation Engineering — Texas U & M University
122.	Lawrence H. OLSON	Conductor — CN Rail; Chairman, CN Lines West & Co-Chairman, Local 1233 — UTU
123.	James Michael HONE	Research Director, Canadian National Office — UTU
124.	Norris L. TOMLINSON	Supervisor, Edmonton — CN Police



125. John WOISCHKE Locomotive Engineer — Conrail-Penn Central Transportation Co.; Member, Operation Red Block Panel — BLE
126. Darrell SORENSON Director, Employee Assistance Program — Union Pacific System; Member, Operation Red Block Panel — BLE
127. William WICK, Jr. Manager, Employee Assistance Program — Chessie System Railroads; Member, Operation Red Block Panel — BLE
128. Daniel W. COLLINS Director of Education — UTU, Cleveland, Ohio; Member, Operation Red Block Panel — BLE
129. Edward J. BRADLEY Director of Rules, Dangerous Commodities Damage Prevention & Training, Montreal — CP Rail; Member, Operating Rules Comm. — AAR
130. Robert COLOSIMO Vice-President, Industrial Relations — CP Rail
131. John J. MURRAY Assistant Chief Mechanical Officer, Rolling Stock Maintenance, Montreal — CP Rail
132. Darold J. GUDMUNDSON Assistant Superintendent, Transportation, Prairie Region — CP Rail
133. Jack M. WHITE Assistant General Manager, Operation & Maintenance, Pacific Region — CP Rail
134. Douglas L. FLETCHER Senior Vice-President of Operations, Montreal — CN Rail
135. Albert Milton BIRKETT Consultant to the Commissioner regarding Rules
136. Joseph W. LYSTER Vice-President, Calgary — BLE
137. Gordon ROSTOKER Space Scientist, Specialty: Geomagnetic Fluctuations; Professor, Physics — U of A
138. Peter Alexander NIBLOCK Electrical Engineer, Specialty: Electronics & Communication Systems
139. Harry R. J. HOME Locomotive Engineer, Jasper — CN Rail; Vice-President, Division 898 — BLE
140. Robert M. RENFREW Executive Director — Canadian Institute of Guided Ground Transport
141. Roger Matthew WILLIAMS Retired Regional Operations Manager, Eastern Region — British Rail
142. Brian H. LONGSON Consultant to the Commissioner
143. Alison SMILEY Human Factors Engineer — Human Factors North
144. Leslie BUCK Psychologist, Ottawa; Member — Human Factors Assoc. of Canada
145. Robert DEWAR Psychologist, Calgary; Member — Human Factors Assoc. of Canada
146. Leo MALOWANY, M.D. Physician, Specialty: Internal Medicine — Links Assoc. Clinic
147. Bruce HARVEY Locomotive Eng., Vancouver — CN Rail & Pres., Div. 945 & Member, Health & Safety Committee — BLE

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|------|-----------------|--|
| 148. | John Mark ROBB  | Locomotive Engineer, Vancouver — CN Rail; Past Local Vice-Chairman, Div. 945 & Alternate Member, Health & Safety Committee — BLE |
| 149. | Joseph W. WALSH | Associate Administrator, Office of Safety — Federal Railroad Administration, Washington, D.C.                                    |
| 150. | Daniel M. PYSH  | Manager, Labor Relations — British Columbia Railway  |

# APPENDIX 3

Time Table No. 4 — October 27th, 1985

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WESTWARD TRAINS		Train Dispatcher Standby Channels and Tones	Opr. Standby Channel	Mtce. of Way Channel	Hot Box and Dragging Equipment Detectors	Miles from Edmonton	Yard Limits	EDSON SUBDIVISION		Office Signals	Siding Capacity in Feet	EASTWARD TRAINS	
FIRST CLASS								MOUNTAIN TIME				FIRST CLASS	
3	Passenger							STATIONS				4	Passenger
Daily													
1500	CH-2 T-2	CH 82	0.0	0.4	Two Tracks	EDMONTON . . . CKWZ	MO	S1230					
1510			4.2	4.2		WEST JCT. . . . . YZ		1210					
			4.9			DUNVEGAN JCT. . . . . X							
			6.2			UNION JCT. . . . . X							
			8.1			BISSELL . . . . . X							
			19.9		Two Tracks	SPRUCE GROVE . . . . .							
1540	CH-2 T-1	CH 81	23.8	31.8		CARVEL . . . . .		1130					
			44.3			WABAMUN . . . . .	5890						
			46.7	58.1		GAINFORD . . . . .	6820						
			66.3			ENTWISTLE . . . . .	6150						
S1620	CH-2 T-2	CH 82	68.1	77.5	Two Tracks	EVANSBURG . . . . .		S1050					
			70.0			WILDWOOD . . . . .	5630						
			88.1		Two Tracks	LEAMAN . . . . .	5850						
1650	CH-2 T-1	CH 84	92.3	99.7		NITON . . . . .	6050	1015					
			109.8		PEERS . . . . .	6050							
			116.3	120.8	Two Tracks	WOLF CREEK . . . . .	5880						
			122.9			YATES . . . . .							
			128.6		Two Tracks	EDSON EAST . . . . . X							
S1740	CH-4 T-1	CH 81	129.6			EDSON . . . . . KWY	FY	0945					
1750			130.1		EDSON WEST . . . . . X		S0935						
			135.7		Two Tracks	BIG EDDY . . . . .							
			137.9			BICKERDIKE EAST							
	CH-4 T-2	CH 82	140.1		Two Tracks	East Connecting Track with Foothills Sub.							
			143.2			BICKERDIKE WEST . . . . . X							
			150.2		Two Tracks	West Connecting Track with Foothills Sub.							
	CH-4 T-1		155.8			GALLOWAY . . . . .							
			161.8		Two Tracks	MEDICINE LODGE . . . . .	6050						
			166.5			HARGWEN . . . . .							
	CH-2 T-2	CH 84	173.0		Two Tracks	DALEHURST . . . . .							
S1900			177.0			PEDLEY . . . . .	6070						
			184.6		Two Tracks	HINTON . . . . .	6120	S0820					
			189.7			ENTRANCE . . . . .	6100						
	CH-2 T-1		192.0		Two Tracks	SOLOMON . . . . .	5160						
			196.2			SWAN LANDING . . . . .	7790						
			199.4		Two Tracks	PARK GATE . . . . .							
1950	CH-2 T-1		206.0			DEVONA . . . . . X		0730					
			214.6		HENRY HOUSE . . . . .								
			225.8		Two Tracks	ENGLISH . . . . . X							
			232.0			JASPER EAST . . . . .							
S2030			234.2		Two Tracks	JASPER . . . . . CKWY	GH	0705					
			235.7										
CTC between mileage 4.2 and Jasper. Main track commences at mileage 0.4. Rule 105 applies between mileages 0.0 and 0.4.													
											Daily		
3											4		

EDSON SUBDIVISION FOOTNOTES ON PAGE 10

EDSON SUBDIVISION FOOTNOTES ON PAGE 10

**SHIFTS WORKED**  
**by**  
**ENGINEMAN HUDSON**  
**Period Jan. 10 to Feb. 8, 1986**



## **APPENDIX 5**

### **EXTRACTS FROM CN RAIL COLLECTIVE AGREEMENTS**

**Extract from:**

AGREEMENT NO. 4.3

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

UNITED TRANSPORTATION UNION

Governing

The Services of  
Training and Yardmen  
Prairie and Mountain Regions

Amended October 20, 1983

ARTICLE 35  
**Booking Rest At Terminals**

**35.1** Trainsman on arrival at terminals will not be called for immediate duty if he wants rest. Trainman will be judge of his own condition.

**35.2** Required rest must be booked in whole hours on train register on arrival and will be given complete before being called except as provided in paragraph 35.8. Rest may be booked by telephone where men are released from duty at points other than where the train register is located.

**35.3** At the home terminal a Trainman will not be permitted to book less than 3 Hours rest nor more than 24 hours rest.

**35.4** At away-from-home terminals trainman will not be permitted to book less than 3 hours rest nor more than 8 hours rest. However, a trainman on a train performing "grain block work" in excess of 4 hours enroute will be permitted to book not more than 12 hours rest.

**35.5** When a Trainman books rest of not more than 16 hours at the home terminal or not more than 8 hours at the away-from-home terminal, his crew will not be sent out until the rest period has expired.

**35.6** When all members of a crew have rest booked in excess of the hours, they will not be called unless no other crew is available and there are insufficient sparemen to man a crew.

**35.7** In the application of paragraphs 35.5 and 35.6, the rest period will commence from the time the last man is off duty, if the expiry time of his rest booked exceeds the rest booked by other members of the crew.

**35.8** When traffic would be delayed through a shortage of trainmen, a trainman will be required to leave his home terminal after 10 hours rest.

**35.9** Rest booked to be exclusive of call time.

**35.10** The provisions of paragraph 35.1 to 35.9 inclusive will apply to a man on a Joint Spare board upon completion of a tour of duty in road service.

**On The Road**

**35.11** Trainmen who have been on duty eleven hours will be entitled to eight hours rest by giving the Dispatcher at least 1 hour's notice, the same to be granted by the dispatcher as soon as it can be arranged without delaying other trains that meeting points have been arranged with, before notice of rest required had been given.

**35.12** Trainmen will be automatically tied up for rest when trainmen with whom they are working book rest and shall not be entitled to compensation during rest period.

**35.13** In the application of paragraph 35.11 and 35.12, the rest period shall commence at the time men are tied up in instances when the dispatcher has been given notice of rest desired and, in order to provide accommodation, the men are instructed to take their rest prior to the expiration of eleven hours on duty.

**Extract from:**

MEMORANDUM OF AGREEMENT

Dated

MONTREAL, QUEBEC, JANUARY 8, 1986

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

UNITED TRANSPORTATION UNION

Concerning Revisions to Agreement 4.3



## ARTICLE 35

### Booking Rest at Terminals

35.8 *Effective February 11, 1986*, revise paragraph 35.8 to read:

35.8 When traffic would be delayed through a shortage of trainmen, a trainman will be required to leave his home terminal after 16 hours rest.

35. *Effective February 11, 1986*, delete paragraphs 35.11 to 35.13, inclusive, including the subtitle "On The Road" immediately preceding paragraph 35.11, and substitute the following as paragraphs 35.11 to 35.17, inclusive.

#### *Rest Enroute General*

35.11 Trainmen who have been on duty 11 hours or more (10 hours or more, when operating with a reduced freight crew consist) will have the right to book rest enroute, if they so desire, in accordance with the provisions of paragraphs 35.11 to 35.17 of this Article. Trainmen are to be the judges of their own condition.

NOTE: Enroute may also include the initial or final terminal.

#### *Notice*

35.12 (a) Not less than 3 hours notification of the desire to book rest will be given to the Train Dispatcher. Such notification shall include the number of hours rest required.

(b) When proper notification of the desire to book rest has been given, and the Train Dispatcher orders the discontinuance of all work enroute, the train may, at the Trainmen's option, be taken through to the objective terminal or location where relief can be provided.

(c) When proper notification of the desire to book rest is given, the Company will communicate the necessary information, including the discontinuance of work enroute when applicable, to any other authority having responsibility over the train's run, such as the the proper supervisory officer at the objective terminal, other Train Dispatchers, etc.

#### *Rest Period*

35.13 (a) Trainmen may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.

(b) When one member of the train crew books rest enroute, all other members of the train crew will be considered as on rest and automatically tied up. In such circumstances, Trainmen will not be considered as tied up between terminals and Article 35A shall not apply.

(c) When the Locomotive Engineer books rest enroute, Trainmen will, if they require rest, book rest at the same time. If rest is not required at that time, Trainmen will complete the tour of duty.

- (d) When rest is booked, the maximum number of hours rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew.
- (e) Except as provided by sub-paragraph 35.15 (b) of this Article, when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.
- (f) All time off duty for rest shall be deducted in computing time for the continuous trip.

#### *Arrangements*

35.14 (a) When rest is booked enroute, Trainmen will, at the Company's option:

- (i) be relieved of duty and provided with accommodations either in a Company facility or an available hotel or motel; or
- (ii) be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty.

NOTE (1): When deadheaded in the application of sub-paragraph 35.14 (a)(ii), Trainmen will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

NOTE (2): In the application of sub-paragraph 35.14 (a)(ii), Trainmen who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would have otherwise earned for the round trip had they not been replaced.

- (b) Except in circumstances beyond the Company's control, such as a accident, impassable track, equiped malfunction, plant failure, etc., Trainmen will be relieved of duty by the time rest booked is due to commence.
- (c) Trainmen taking rest enroute under the provisions of this Article will first arrange to clear trains which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have Trainmen relieved of duty in accordance with the provisions of sub-paragraph 35.14 (b).
- (d) Trainmen arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty.

#### *Accommodations Enroute*

35.15 (a) When accommodations are to be provided enroute, the Train Dispatcher may instruct Trainmen to take rest prior to the expiration of the 10th hour on duty or the 11th hour on duty, as the case may be, so that accommodations can be readily provided. In such circumstances, Trainmen will not be considered as tied up between terminals and Article 35A shall not apply.

- (b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the Trainmen will be transported to a location where accommodations are available. In such cases, the rest period will commence at the time accommodations are reached. If, in the application of this sub-paragraph 35.15 (b), this results in Trainmen being on duty beyond the time rest booked is due to commence, they will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12-½ miles for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this sub-paragraph 35.15 (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.
- 35.16 (a) When accommodations are to be provided enroute, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where Trainmen are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the Company will provide, arrange, or reimburse the Trainmen for transportation to an eating facility at that location. Claims for authorized transportation expenses must be submitted on CN Form 3140B accompanied by receipts.
- (b) When accommodations are provided enroute, Trainmen will be provided an allowance of \$8.50 where meals are not provided by the Company or at Company expense.

#### *Resuming Duty*

- 35.17 (a) When accommodations are provided enroute and the train does not proceed, Trainmen will resume duty when the rest period has expired and will handle the train to the objective terminal.
- (b) When accommodations are provided enroute and the train proceeds without them, Trainmen will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the Company.

NOTE (1): When deadheaded in the application of sub-paragraph 35.17 (b), Trainmen will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

NOTE (2): In the application of sub-paragraph 35.17 (b), Trainmen who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would otherwise have earned for the round trip had the train not proceeded without them.

35. Effective January 1, 1987, delete Article 35 in its entirety, including the title, and substitute the following as Article 35.

## *Booking Rest*

### *At Terminals*

- 35.1 A Trainman on arrival at terminals will not be called for immediate duty if he wants rest. Trainman will be judge of his own condition.
- 35.2 Required rest must be booked in whole hours on train register on arrival and will be given complete before being called. Rest may be booked by telephone where men are released from duty at points other than where the train register is located.
- 35.3 At the home terminal a Trainman will not be permitted to book less than 3 hours rest nor more than 24 hours rest.
- 35.4 At away-from-home terminals a Trainman will not be permitted to book less than 3 hours rest nor more than 8 hours rest. However, a Trainman on a train performing "grain block work" in excess of 4 hours enroute will be permitted to book not more than 12 hours rest.
- 35.5 When a Trainman books rest of not more than 16 hours at the home terminal or not more than 8 hours at the away-from-home terminal, his crew will not be sent out until the rest period has expired.
- 35.6 When all members of a crew have rest booked in excess of 16 hours, the crew will not be sent out until the rest period has expired.
- 35.7 In the application of this Article, the rest period will commence from the time the last man is off duty, if the expiry time of his rest booked exceeds the rest booked by other members of the crew.
- 35.8 Rest booked to be exclusive of call time.
- 35.9 The provisions of paragraphs 35.1 to 35.8, inclusive, will apply to a man on a Joint Spare Board upon completion of a tour of duty in road service.

### *Rest Enroute General*

- 35.10 Trainmen who have been on duty 11 hours or more (10 hours or more, when operating with a reduced freight crew consist) will have the right to book rest enroute, if they so desire, in accordance with the provisions of paragraphs 35.10 to 35.16 of this Article. Trainmen are to be the judges of their own condition.

NOTE: Enroute may also include the initial or final terminal.

### *Notice*

- 35.11 (a) Not less than 3 hours notification of the desire to book rest will be given to the Train Dispatcher. Such notification shall include the number of hours rest required.
- (b) When proper notification of the desire to book rest has been given, and the Train Dispatcher orders the discontinuance of all work enroute, the train may, at the Trainmen's option, be taken through to the objective terminal or location where relief can be provided.

- (c) When proper notification of the desire to book rest is given, the Company will communicate the necessary information, including the discontinuance of work enroute when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other Train Dispatchers, etc.

#### *Rest Period*

- 35.12 (a) Trainmen may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.
- (b) When one member of the train crew books rest enroute, all other members of the train crew will be considered as on rest and automatically tied up. In such circumstances, Trainmen will not be considered as tied up between terminals and Article 35A shall not apply.
  - (c) When the Locomotive Engineer books rest enroute, Trainmen will, if they require rest, book rest at the same time. If rest is not required at that time, Trainmen will complete the tour of duty.
  - (d) When rest is booked, the maximum number of hours rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew.
  - (e) Except as provided by sub-paragraph 35.14 (b) of this Article, when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.
  - (f) All time off duty for rest shall be deducted in computing time for the continuous trip.

#### *Arrangements*

35.13 (a) When rest is booked enroute, Trainmen will, at the Company's option:

- (i) be relieved of duty and provided with accommodations either in a Company facility or an available hotel or motel; or
- (ii) be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty.

NOTE (1): When deadheaded in the application of sub-paragraph 35.13 (a)(ii), Trainmen will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

NOTE (2): In the application of sub-paragraph 35.13 (a)(ii), Trainmen who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would have otherwise earned for the round trip had they not been replaced.

- (b) Except in circumstances beyond the Company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., Trainmen will be relieved of duty by the time rest booked is due to commence.

- (c) Trainmen taking rest enroute under the provisions of this Article will first arrange to clear trains which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have Trainmen relieved of duty in accordance with the provisions of sub-paragraph 35.13 (b).
- (d) Trainmen arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty.

#### *Accommodations Enroute*

- 35.14 (a) When accommodations are to be provided enroute, the Train Dispatcher may instruct Trainmen to take rest prior to the expiration of the 10th hour on duty or the 11th hour on duty, as the case may be, so that accommodations can be readily provided. In such circumstances, Trainmen will not be considered as tied up between terminals and Article 35A shall not apply.
  - (b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the Trainmen will be transported to a location where accommodations are available. In such cases, the rest period will commence at the time accommodations are reached. If, in the application of this sub-paragraph 35.14 (b), this results in Trainmen being on duty beyond the time rest booked is due to commence, they will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12-½ miles for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this sub-paragraph 35.14 (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.
- 35.15 (a) When accommodations are to be provided enroute, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where Trainmen are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the Company will provide, arrange, or reimburse the Trainmen for transportation to an eating facility at that location. Claims for authorized transportation expenses must be submitted on CN Form 3140B accompanied by receipts.
  - (b) When accommodations are provided enroute, Trainmen will be provided an allowance of \$8.50 where meals are not provided by the Company or at Company expense.

#### *Resuming Duty*

- 35.16 (a) When accommodations are provided enroute and the train does not proceed, Trainmen will resume duty when the rest period has expired and will handle the train to the objective terminal.
- (b) When accommodations are provided enroute and the train proceeds without them, Trainmen will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the Company.

NOTE (1): When deadheaded in the application of sub-paragraph 35.16 (b), Trainmen will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

NOTE (2): In the application of sub-paragraph 35.16 (b), Trainmen who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would otherwise have earned for the round trip had the train not proceeded with them.

**Extract from:**

AGREEMENT 1.2

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Governing

The Services of  
Locomotive Engineers  
Prairie and Mountain Regions



## ARTICLE 28

### Rest

#### At Terminals

**28.1** Locomotive engineers will not be required to leave the home terminal until they have had at least 8 hours rest and at other terminal until they have had 6 hours rest if desired. Locomotive engineers will not be permitted to book less than 6 hours rest at the home terminal and 1 hour rest at other terminals. If rest is desired it must be entered when booking in on register, must be in whole hours and may not be changed or cancelled. Rest booked to be exclusive of call time.

**28.2** When traffic would be delayed through a shortage of locomotive engineers with rest booked in excess of 8 hours at a home terminal or 6 hours at other terminals, locomotive engineers may be requested to accept a call at the expiration of the 8 hours or 6 hours.

**NOTE:** A locomotive engineer regularly assigned to work train service who books not more than 8 hours rest at a home terminal and not more than 6 hours rest at other terminals and the time of reporting for duty for the next tour of duty on his assignment is prior to the expiration of period off duty for rest, thereby causing him to lose a tour of duty on his assignment, shall be paid a basic day at the minimum rate applicable to the assignment less any amount earned or payment received under other agreement provisions for each tour of duty lost on his assignment provided, that the locomotive engineer filling the vacancy was required to report for duty within 8 or 6 hours as the case may be, from the time the regularly assigned locomotive engineer booked off duty for rest.

**28.3** Locomotive engineers will not be permitted to book more than 24 hours rest. Spare locomotive engineers who book more than 16 hours rest will have their names placed at the bottom of the working list after the period of rest booked has expired. When a pool locomotive engineer books more than 16 hours rest and being required before his rest is up, a spare locomotive engineer will be used in his place and the man booking rest will be placed at bottom of pool board when his rest is up.

**NOTE:** Upon written request from the local chairman of the Brotherhood to the appropriate officer of the Company, the last sentence of paragraph 28.3 will be waived at a particular terminal and arrangements will be made to provide that locomotive engineers assigned to pool service who book rest in excess of 16 hours will not have their turn placed on the working board until the expiration of their rest, at which time their turn will be placed at the bottom of the working board. In the application of this Note, locomotive engineers will not be permitted to book more than 24 hours rest.

#### On the Road

**28.4** Locomotive engineers may book rest after 11 or more hours on duty by giving the Dispatcher at least 2 hours notice along with the number of hours rest desired. However, Locomotive Engineers in freight service working with less than a three-man train crew will not be treated differently than other crew members with respect to the minimum on duty requirement will be ten hours. If Dispatcher will provide a satisfactory run to the destination point, arrangements may be made to continue trip. The locomotive engineer to be the judge of his own conditions. When rest is taken enroute and the train does not proceed, the maximum period off duty for rest will be 8 hours.

**28.5** In instances where rest is taken the Company will provide the necessary accommodation. Consideration will also be given to the availability of eating facilities when this is desired by the locomotive engineer booking rest.

- (a) A locomotive engineer may be required to take rest desired prior to the expiration of 11 hours on duty to enable the Company to provide accommodation or to ensure that other trains can proceed. In these circumstances, a locomotive engineer will not be considered tied up between terminals under the provisions of Article 29.
- (b) In circumstances where proper notice of rest desired has been given and 11 hours on duty have expired and sleeping accommodation cannot be provided or eating facilities are not available, the locomotive engineer, if relief is not provided, will be run to a point where sleeping and eating facilities are available or to the point of destination either light engine or caboose hop.
- (c) When rest is taken en route and the train does not proceed, the locomotive engineer will be provided an allowance of \$8.00 where meals are not provided by the Company or at Company expense.

**28.6** Locomotive engineers taking rest en route will first arrange to clear trains which would otherwise be unable to proceed against their train.

**28.7** Locomotive engineers who are replaced will be instructed to deadhead to point to which ordered or to home station immediately and will be compensated on a continuous time basis for service and deadheading as per class of locomotive and service.

**28.8** Where relief locomotive engineer is not furnished and the engine is tied up, the time off duty for rest will be deducted in computing time for the continuous trip.

**28.9** When rest is taken en route locomotive engineers will resume duty at the expiration of the rest period. Maximum period off duty for rest will be 8 hours.

**Extract from:**

MEMORANDUM OF AGREEMENT

Dated

MONTREAL, QUEBEC, JANUARY 8, 1986

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Concerning Revisions to Agreement 1.2

## ARTICLE 28

### Rest

28. *Effective February 11, 1986, delete Article 28 in its entirety and substitute the following as Article 28:*

#### *At Terminals*

- 28.1 Locomotive engineers will have the right, upon going off duty, to take between 6 and 24 hours' rest at the home terminal.
- 28.2 Locomotive engineers will have the right, upon going off duty, to take between 1 and 8 hours' rest at the away-from-home terminal. However, a locomotive engineer on a train performing "grain block work" in excess of 4 hours enroute will be permitted to book not more than 12 hours rest.
- 28.3 Rest taken pursuant to paragraph 28.1 or paragraph 28.2 must be registered in even hours and once registered cannot be changed or cancelled. Rest taken will be exclusive of call time.

**NOTE:** A locomotive engineer regularly assigned to work train service who books not more than 8 hours rest at a home terminal and not more than 6 hours rest at other terminals and the time of reporting for duty for the next tour of duty on his assignment is prior to the expiration of period off duty for rest, thereby causing him to lose a tour of duty on his assignment, shall be paid a basic day at the minimum rate applicable to the assignment less any amount earned or payment received under other agreement provisions for each tour of duty lost on his assignment provided, that the locomotive engineer filling the vacancy was required to report for duty within 8 or 6 hours as the case may be, from the time the regularly assigned locomotive engineer booked off duty for rest.

- 28.4 Locomotive engineers will not be permitted to book more than 24 hours rest at the home terminal. Spare locomotive engineers who book more than 16 hours rest will have their names placed at the bottom of the working list after the period of rest booked has expired. When a pool locomotive engineer books more than 16 hours rest and being required before his rest is up, a spare locomotive engineer will be used in his place and the man booking rest will be placed at bottom of pool board when his rest is up.

**NOTE:** Upon written request from the local chairman of the Brotherhood to the appropriate officer of the Company, the last sentence of paragraph 28.3 will be waived at a particular terminal and arrangements will be made to provide that locomotive engineers assigned to pool service who book rest in excess of 16 hours will not have their turn placed on the working board until the expiration of their rest, at which time their turn will be placed at the bottom of the working board. In the application of this Note, locomotive engineers will not be permitted to book more than 24 hours rest.

#### *Booking Rest Enroute*

##### *General*

- 28.5 Locomotive engineers who have been on duty 11 hours or more (10 hours or more, when operating with a reduced freight crew consist) will have the right to

book rest enroute, if they so desire, in accordance with the provisions of paragraphs 28.5 to 28.11 of this Article. Locomotive engineers are to be the judges of their own condition.

NOTE: Enroute may also include the initial or final terminal.

*Notice*

- 28.6 (a) Not less than 3 hours notification of the desire to book rest will be given to the train dispatcher. Such notification shall include the number of hours rest required.
- (b) When proper notification of the desire to book rest has been given, and the train dispatcher orders the discontinuance of all work enroute, the train may, at the locomotive engineer's option, be taken through to the objective terminal or location where relief can be provided.
- (c) When proper notification of the desire to book rest is given, the Company will communicate the necessary information, including the discontinuance of work enroute when applicable, to any other authority having responsibility over the train's run, such as the proper supervisory officer at the objective terminal, other train dispatchers, etc.

*Rest Period*

- 28.7 (a) Locomotive engineers may book a minimum of 4 and a maximum of 8 hours rest on the road. Rest booked must be in whole hours.
- (b) When one or more members of the train or engine crew books rest enroute, the locomotive engineer will, if he requires rest, take the rest at the same time. If rest is not required at that time, the locomotive engineer will complete the tour of duty.
- (c) When rest is booked, the maximum number of hours rest booked by any one member of the train or engine crew shall be the number of hours rest for all other members of the train and engine crew.
- (d) Except as provided by sub-paragraph 28.9 (b) of this Article, when rest is booked, the rest period shall commence at the time all members of the train and engine crew go off duty.
- (e) All time off duty for rest shall be deducted in computing time for the continuous trip.

*Arrangements*

- 28.8 (a) When rest is booked enroute, locomotive engineers will, at the Company's option:
- (i) be relieved of duty and provided with accommodations either in a Company facility or an available hotel or motel; or
- (ii) be replaced and deadheaded immediately either to the point for which ordered or to the home terminal where they will be relieved of duty.

NOTE (1): When deadheaded in the application of sub-paragraph 28.8 (a)(ii), locomotive engineers will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

NOTE (2): In the application of sub-paragraph 28.8 (a)(ii), locomotive engineers who are returned to the home terminal after being replaced on a trip to the away-from-home terminal will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would have otherwise earned for the round trip had they not been replaced.

- (b) Except in circumstances beyond the Company's control, such as accident, impassable track, equipment malfunction, plant failure, etc., locomotive engineers will be relieved of duty by the time rest booked is due to commence.
- (c) Locomotive engineers taking rest enroute under the provisions of this Article will first arrange to clear trains which would otherwise be unable to proceed. This shall not be used as a means of relief from the requirement to have locomotive engineers relieved of duty in accordance with the provisions of sub-paragraph 29.8 (b).
- (d) Locomotive engineers arriving at the objective terminal at the time rest booked is due to commence will, upon request, be relieved when there are yard assignments on duty.

#### *Accommodations Enroute*

28.9 (a) When accommodations are to be provided enroute, the train dispatcher may instruct locomotive engineers to take rest prior to the expiration of the 10th hour on duty or the 11th hour on duty, as the case may be, so that accommodations can be readily provided. In such circumstances, locomotive engineers will not be considered as tied up between terminals and Article 29 shall not apply.

- (b) Where accommodations are unavailable at the location where the crew ties-up or is relieved, the locomotive engineer will be transported to a location where accommodations are available. In such cases, the rest period will commence at the time accommodations are reached. If, in the application of this sub-paragraph 28.9 (b), this results in the locomotive engineer being on duty beyond the time rest booked is due to commence, he will be paid for such extra time on a minute basis (each 4.8 minutes to count as one mile), with a minimum of 12-½ miles for each hour or portion thereof, at the rate applicable to the service performed on the tour of duty, until such time as accommodations are reached. In the application of this sub-paragraph 28.9 (b), time occupied in travelling between locations shall not be considered deadheading, nor shall miles travelled be paid for.

28.10 (a) When accommodations are to be provided enroute, such quarters shall be clean and sanitary. When available at the location, single room occupancy shall be provided. In determining the facilities where locomotive engineers are to be accommodated, preference will be given to accommodations where eating facilities are available; when not available, the Company will provide, arrange, or reimburse the locomotive engineer for transportation to an eating facility at that

location. Claims for authorized transportation expenses must be submitted on CN Form 3140B accompanied by receipts.

- (b) When accommodations are provided enroute, locomotive engineers will be provided an allowance of \$8.50 where meals are not provided by the Company or at Company expense.

*Resuming Duty*

28.11 (a) When accommodations are provided enroute and the train does not proceed, the locomotive engineer will resume duty when the rest period has expired and will handle the train to the objective terminal.

- (b) When accommodations are provided enroute and the train proceeds without him, the locomotive engineer will resume duty when the rest period has expired and will be deadheaded as soon as possible to the point for which ordered, or to the home terminal, at the option of the Company.

NOTE (1): When deadheaded in the application of sub-paragraph 28.11 (b), locomotive engineers will be compensated on a continuous time basis for service and deadheading (miles or hours whichever is the greater) as per class of service.

NOTE (2): In the application of sub-paragraph 28.11 (b), locomotive engineers who are returned to the home terminal when their train has proceeded to the away-from-home terminal without them, will be paid, in addition to the earnings specified in Note (1) above, the additional actual road miles they would otherwise have earned for the round trip had the train not proceeded without them.

**APPENDIX 6  
COMMISSION OF INQUIRY  
HINTON TRAIN COLLISION**

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