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TERM.	83	12	31
NO. OF EMPLOYEES	28 1.20		
NOMBRE D'EMPLOYÉS	325		

SPECIAL AGREEMENT

B e t w e e n

CANADIAN NATIONAL RAILWAY COMPANY

And

THE CANADIAN NATIONAL RAILWAY POLICE ASSOCIATION

Re: CONDITIONS AND BENEFITS

to apply

to employees adversely affected by operational and **organizational** changes which lead to the planned abolishment of permanent positions

Signed at Montreal, Quebec this 3rd day of December 1982

82-83

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PREAMBLE

Whereas the Police Department is undergoing **organizational** and operational changes leading to planned **abolishments** of permanent positions due to a decline in service requirements.

Whereas such changes will have a major adverse impact on employment within the Police Department; and

Whereas the Company and the Association have jointly examined the magnitude of these changes and have in the circumstances of the present situation deemed it appropriate to conclude a Special Agreement to provide assistance to employees adversely affected. Therefore:

- (i) This Special Agreement shall provide the **terms, conditions** and benefits for employees **covered by** Agreements **28.1** and **28.2** affected by changes which are of a permanent nature;
- (ii) **This** Special Agreement shall apply to all employees who have two or more years of cumulative compensated service. **Employees** who have less than two years of cumulative compensated service shall be entitled to the benefits as provided by Article **22**, (Job Security, etc.) of Agreements **28.1** and **28.2** respectively;
- (iii) This Special Agreement shall remain **in effect** until December **31, 1983**, unless extended by mutual agreement of the signatories hereto for a period not to **exceed 6** months. During the term of this Agreement, for employees covered by clause (i) above, the benefit levels and provisions of the Article **22** of the respective agreements are suspended;
- (iv) For the purpose of this Special Agreement, **the** term "rate of position" is defined as "the pay that the employee **regularly receives on the position on which he was last** employed, exclusive of incidental overtime, **service pay**, cleaning allowances and shift differential.

ARTICLE A - MAINTENANCE OF EMPLOYMENT

- A.1** Affected employees whose positions are abolished or who are displaced and would otherwise be laid off, provided they are qualified or can be qualified in a reasonable period time, shall be permitted to exercise the following options:
- (i) fill an unfilled vacancy within the jurisdiction of another seniority group, another Agreement and the same Association: or
  - (ii) fill an unfilled vacancy in a position which is not covered by a Collective Agreement; or
  - (iii) fill an unfilled vacancy within the jurisdiction of another Agreement and another Union.
- A.2** The options provided in **A.1** above will also apply to an employee who, by accepting such position, would prevent the relocation or lay-off of a junior employee covered by this Agreement.
- A.3** Employees who wish to take advantage of any of the options available under this Article must so advise their immediate Supervisor and the appropriate member of the National Executive of the Association in writing at the time they are affected.

ARTICLE B - TRAINING

B.1 Affected employees who:

- (i) have been laid off or ~~who~~ have been advised that they may be laid off and who are, or will be, unable to hold other work in the Company because of lack of qualifications: or
- (ii) are required to relocate; or
- (iii) are required to suffer a substantial reduction in their rate of pay:

will be considered for training for another position within or without their seniority group, providing they have the suitability and adaptability to perform the duties of that position and provided they have indicated a willingness to work in the job for which they may be trained whenever vacancies exist.

B.2 Such training may be:

- (i) at training classes conducted by qualified company personnel:
- (ii) at classes conducted by an approved training agency.

B.3 The type of training for which an employee may apply must-:

- (i) qualify the employee for a **recognized** Company position;
- (ii) qualify the employee for employment in the company on **completion of the training period in a position** for which the employee has been trained; or
- (iii) in the case of employees with **20** or more years of cumulative compensated service, include the possibility of qualifying **the** employee for employment within or without the Company.

B.4 **Affected employees will receive 80% of the rate of their last company position during the period of training. In addition, they will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.**

B.5 Should employees be recalled from layoff before the scheduled completion of training, they will be allowed to complete the program without forfeiture of pay or seniority rights.

- B.6 Employees who have completed a training program may be required to take a position for which they have been trained, except in instances where employees wish to exercise seniority in their seniority group.
- B.7 Upon request, the subject of training of an affected employee or groups of affected employees under any of the above provisions shall be discussed by the President, CNRPA and the appropriate officer of the Company either prior to or at the time of layoff. In addition, such discussion may include representatives of Canada Manpower, in cases of training for outside employment.
- B.8 The Company, where necessary and after discussion with the Association will provide training, after work or as arranged, to prepare those presently employed for other positions within the Company. The cost of such training will be borne by the Company.

## ARTICLE C - RELOCATION

### Eligibility

**Affected** employees who are householders, i.e., those who own or **occupy** unfurnished living accommodation and who are required to relocate in order to hold work with the Railway due to:

- (i) the filling of a position that is likely to be of a permanent nature; or
- (ii) their work being transferred to a new location, will be eligible for relocation expenses provided that they establish that it is impractical for them to commute daily to the new location by means other than privately owned automobile.

NOTE: An affected employee who is not a householder (one who does not own or rent unfurnished living accommodation) will be entitled to the relocation benefits contained in Articles **C.3, C.4, C.5, and C.6** only.

### Benefits

- C.1** Payment of door-to-door moving expenses for eligible employees' household ~~goods~~ and automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company. .
- C.2** An allowance of up to **\$500** for incidental expenses actually incurred as a result of relocation. ✓
- C.3** Reasonable transportation expenses from the former location to the new location by rail, or if **authorized**, by bus or employee-owned automobile, and up to **\$125** for an employee without dependents and an additional amount of **\$50** will be paid for each additional dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.
- C.4** Upon **authorization**, employees may drive their private automobile to the new location at an allowance of **31** cents per mile. (**19.26** cents per km) '
- C.5** In order to seek accommodation in the new location and/or to move to the new location, employees will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave shall not exceed one week's pay at the regular weekly rate. For other than **weekly** rated employees, 5 basic days' or **40** hours' straight-time pay shall constitute one week's pay.

C.6

If employees who are eligible for moving expenses and do not wish to move their household to the new location, may opt for a monthly travel expense of \$105 which will be payable for a maximum of twelve months from the date of transfer to the new location. Should employees elect to transfer to other locations during such twelve-month period following the date of transfer, they shall continue to receive the monthly travel expense referred to above but subject to the aforesaid 12-month limitation. Employees who elect to move their household effects to a new location during the twelve-month period following the date of the initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the \$105 monthly travel expense ~~referred to above~~ shall terminate as of the date of the second relocation.

C.7

Employees who are required to relocate to hold employment and do not wish to move their household to the new work location, may, at the time of the change, opt for a lump sum payment. ~~Such lump sum payment~~ shall be mutually agreed upon by the parties and will be no less than the value of all contractual relocation benefits other than those provided for in Articles C.6, C.8 and C.9. Lump sum payments shall be paid to employees, (so long as they remain at the new location) in equal quarterly installments over the 12-month period following the lump sum payment being agreed upon. If employees return to their former location during such 12-month period and remain, payment(s) shall be discontinued.

C.8

- (i) Reimbursement for full loss sustained on the sale of a relocating employee's private home which the employee occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent and legal fees, including those legal fees and, if applicable, the land transfer tax established by the city or municipality on purchase of a home at the new location, and the amount established as the selling price in the deed of sale;
- (ii) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "B" to this Agreement;
- (iii) Eligible employees who desire to sell their house and receive any benefit to which they may be entitled under Article C.8 must advise the Company officer concerned accordingly within twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article C.8 if the house is not listed for sale within sixty days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article C.8 must be made within twelve months of the final determination of value.

c.9

Alternatively to Article C.8, the cost of terminating an unexpired lease, and legal costs connected therewith up to a value of three months' rent where the relocating employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid **providing** the employee first secures the Company's approval to pay in excess of **three** months' rent.



ARTICLE D - MAINTENANCE OF  
EMPLOYEE'S EARNINGS

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- D.1 Employees whose position rate is reduced by \$2.00 or more per week, by reason of their positions being abolished or their being displaced will continue to be paid at the position rate (**exclusive of** incidental overtime) **applicable** to the position permanently held at the time of the change providing that, in the exercise of seniority, they first accept the highest-rated position at their location to which seniority and qualifications entitle them. Employees who fail to accept the highest-rated position for which they are senior and qualified, will be considered as occupying such position and their incumbency shall be reduced correspondingly.
- D.2 Employees entitled to maintenance of **earnings**, who voluntarily **exercises** their seniority beyond their home location on their seniority territory rather than occupy a position at their home location, shall be entitled to maintenance of earnings. Such employees will be treated in the following manner: If the position occupied at the new location is lower-rated than a position which could have been occupied at either the original location or the new location, they shall be considered as occupying the higher-rated position, in either case, and their incumbency will be reduced correspondingly.
- D.3 The maintenance of employee's earnings will continue until:
- (i) the dollar value of the incumbency above the prevailing position rate has been maintained for a **period** of five years, and thereafter until subsequent general wage increases applied on the basic rate of the position in question erase the incumbency differential; or
  - (ii) employees fail to apply for a **position**, the rate of which is higher. by an amount of \$2.00 per week **or more** than the rate of the position which they are **presently** -holding and for which they are qualified at the location where they are employed.

In the application of Article D.3(ii) above, employees who fail to apply for a higher-rated position (excluding a temporary vacancy of less than three months), for which they are qualified, will be considered as occupying such position and their incumbency shall be reduced correspondingly. In the case of a temporary vacancy of three months or more, their incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article D.3(i) follows:

<u>Date</u>	<u>Basic Rate</u>	<u>Incumbency Level</u>
January 1, 1983	534.53 (2)	551.48 (1)
January 1, 1984 (5%)	561.26	578.21
January 1, 1985 (5%)	589.32	606.27
January 1, 1986 (5%)	618.79	635.74
January 1, 1987 (5%)	649.73	666.68
January 1, 1988 (5%)	682.22	682.22*
January 1, 1989 (5%)	716.33	716.33

\*Incumbency disappears

NOTE: The example shown assumes an employee is assigned as a Sergeant (1st 6 months)(1) and is displaced to a 1st class Constable's(2) position. Rates shown are those in effect January 1, 1983 in accordance with Bill C-124 (i.e. 1982 rates X 6%)  
Basic Rate plus \$ Value of Incumbency = Incumbency Level

ARTICLE E - SEPARATION PLAN

E.1 Affected employees who are eligible for early retirement under the CN pension plans and:

- (a) are sixty years of age or over;
- b) are fifty-five years of age or over, and
  - (i) would be laid off at their home location; or
  - (ii) would be required to relocate in order to hold employment; or
  - (iii) by electing for a separation allowance, would allow another employee in Agreements 28.1 or 28.2 with two or more years of service to hold a regular permanent assignment;
- (c) are one year or less away from eligibility for early retirement under the CH Pension rules, and who meet one of the conditions set out in sub-paragraph (i) Or (ii) of sub-paragraph (b) above,

shall be entitled subject to the conditions specified in Appendix A to elect to take early retirement and receive a separation allowance as hereinafter provided.

NOTE: The total number of employees entitled to elect early retirement with the benefits of this agreement are limited to the number of positions being reduced.

E.2 Subject to the provisions of E. 8 herein, employees defined in Article E.1(a) and (b) above shall receive a monthly separation allowance until the age of 65 which, when added to their company pension, will give them an amount equal to a percentage of their average annual earnings over their best five-year period, as defined under the 1959 pension rules, in accordance with the following formula:

<u>Years of Service</u> at Time Employee Elects Retirement	<u>Percentage</u> Amount as Defined Above
35 & over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

- E.3 Employees defined in Article E.1(c) above
- (a) shall receive the layoff benefits provided in Article "F" of this Special Agreement until they become eligible for early retirement; and
  - (b) thereafter shall receive a monthly separation allowance in accordance with Article E.2 above.
- E.4 A separation allowance shall cease upon the death of the employee **who dies before reaching the age of 65.**
- E.5 An employee entitled to the separation allowance hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of the monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- E.6 An employee who receives the ~~separation~~ allowance under this Article and -is between the ages of 55 and 59 shall be entitled to have group life insurance coverage continued until age 60 and paid for by the company.
- E.7 An employee aged 60 or over who receives a separation allowance in accordance with this Article, shall be entitled to a life insurance policy, fully paid up by the Company, in an amount equal to that in ~~effect~~ in existing collective agreements.
- E.8 In the application of Article E.2 above, eligible employees who are not a member of the 1959 Pension Plan or who became a member of the 1959 Plan as a result of the re-opening of that Plan in 1978, will receive the monthly ~~separation~~ allowance or the lump sum payment calculated on the assumption that such employees did belong to the 1959 Pension Plan, throughout such employees' career. Such employees will receive the payments due in accordance with Article E.2 or E.5 minus any pension payments which would have been due had the employees been a member of the 1959 Pension Plan.

ARTICLE F - WEEKLY LAYOFF BENEFITS  
& SEVERANCE PAYMENTS

Benefit Accumulation

F.1 For each year of cumulative compensated service (or major portion thereof) employees will be allowed a layoff benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as new employees. ✓

F.2 The above layoff benefit credit shall apply until **such** time as employees have completed twenty (20) years of cumulative compensated service, when the following maximum lay-off benefit credits shall apply:

20 years and less than 25 years	- 3 years
25 years and less. than 30 years	- 4 years
30 years and over	- 5 years

F.3 Employees, who at the beginning of the calendar year have completed 12 years of cumulative compensated service and subsequently receive **weekly** benefits due to layoff in accordance with the provisions of Article F.4 of this Agreement, upon return to service after termination of layoff, shall be credited with the accumulated layoff benefit weeks they had to their credit at the time of layoff.

Claims Procedure

F.4 An eligible employee as defined in Appendix "C" may, at the expiration of the seven-day waiting period specified in Appendix, "C", make application to the designated company officer for a weekly layoff benefit as follows:

(a) employees with TWO but LESS THAN TWENTY YEARS' cumulative compensated service':

(i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article F.4 of an amount that, when added to Unemployment Insurance benefits **and/or** outside earnings in excess of those allowable under U.I. for such week, will result in the employee receiving **80 per cent** of the rate of the position held at time of layoff;

(ii) During any week following the seven-day waiting period referred to in Article F.4 that an eligible employee is not eligible for U.I. benefits account eligibility for such benefits having been exhausted or account such employee not being insured for U.I. benefits, or account U.I. waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum U.I. weekly benefit currently in force (for 1983 the maximum payment is \$231.00) or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 80 per cent of the rate of the position held at the time of layoff;

(iii) Weekly layoff benefits specified in Article F.4 will cease when benefit accumulation, as specified in Article F.1, has been exhausted;

(b) employees with TWENTY OR MORE YEARS of cumulative compensated service:

(i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article F.4 of an amount that, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under U.I. for such week, will result in the employee receiving 80 per cent of the rate of position held at time of layoff.

(ii) During any week following the seven-day waiting period referred to in Article F.4 that an eligible employee is not eligible for U.I. benefits account eligibility for such benefits having been exhausted or account such employee not being insured for U.I. benefits, or account U.I. waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount that when added to outside earnings will result in the employee receiving 80 per cent of the rate of position held at time of layoff.

i d It shall be the responsibility of the employee to report, for each week for which claiming a weekly layoff benefit under this Agreement, any amounts received from Unemployment Insurance in respect of such week, as well as any wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice that outside earnings for such week are the same as those for the previous week.

F.5 No weekly layoff benefit will be made for parts of a claim week as defined in Clause 1 of Appendix "C" except that

(a) RECALL NOT COVERED BY ARTICLE F.5(b) BELOW

Employees who have qualified for weekly layoff benefits in accordance with Clause 1 of Appendix "C" and who return to work for part of the last claim week and thereby receive earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under U.I. for such week, will result in employees receiving 80 per cent of rate of the position held at time of layoff.

(b) TEMPORARY RECALL FOR LESS THAN 5 WORKING DAYS

Employees who have qualified for weekly layoff benefits in accordance with Clause 1 of Appendix "C" will not have their weekly benefit payment reduced for any claim week during which they returned to the service temporarily for less than five working days.

F.6 SEVERANCE PAY

(a) For each year of cumulative compensated service or major portion thereof ~~calculated~~ from the last date of entry into the Company's service as a new employee, an employee will be allowed credit weeks as follows:

For each of the first ten years - one week's pay

For the eleventh and subsequent years - two weeks' pay

- (b) (i) From the number of weeks credited, calculated on the basis of Clause (a) hereof, **computed** at the rate of position last held, shall be deducted from the sum of all weekly layoff benefit payments which have been made pursuant to this Special Agreement. **The** dollar difference shall represent the amount **of** severance entitlement.
- (ii) For eligible employees with 20 or more years of cumulative compensated service, the number of credit weeks shall be as follows:

Upon resignation, prior to expiration of one year of continuous layoff - Equal to **60%** of the number of credit weeks as per Clause (a) or as per Clause (b)(i) **which-** ever is the greater.

Upon resignation, after one year of continuous layoff but prior to two such years - Equal to **40%** of the number of credit weeks as per Clause (a) or as per Clause (b)(i) **which-** ever is the greater.

Upon resignation, after two years of continuous layoff - Equal to **20%** of the number of credit weeks as per Clause (a) or as per Clause (b)(i) **which-** ever is the greater.

- (c) Employees eligible for a severance payment who resign and who at a later date become eligible for an early retirement pension under the Company pension rules shall be entitled to receive the lesser of:

(i) their severance payment **entitlement** under this Agreement: or

(ii) a lump sum amount equal to the pay they would have earned had they worked until eligible for an early retirement pension. Pay shall be computed on the basis of the rate of the position held at time of layoff.

- (d) Eligible employees may claim, upon submission of formal resignation from the Company's service, a severance payment as set forth above but such severance payment shall not in any event exceed the value of one and one-half years' salary at the rate of the position held at the time such employees were laid off. Such severance payment may be claimed by eligible employees at any time during their period of layoff following the thirty-day waiting period provided that they have not been eligible for work or have **not been recalled to** service prior to the **time** such claim is made.



F.7

CUMULATIVE COMPENSATED SERVICE. One month of cumulative compensated service will consist of 21 days or major portion thereof.

Twelve months of cumulative compensated service shall constitute one year of cumulative compensated service. For partial year credit, any service in excess of six months cumulative compensated service shall be considered as "the major portion thereof" and shall be counted as a year of credit towards computation of severance or layoff benefits. Service of less than six months of cumulative compensated service shall not be included in the computation.

F.8

SPECIAL PROVISIONS FOR EMPLOYEES WITH 20 YEARS OR MORE OF CUMULATIVE COMPENSATED SERVICE

- (a) Employees with 20 years of cumulative compensated service, who, in any calendar year, are laid off and unable to hold work on their Seniority District, upon return to work, shall count the period of layoff (up to a maximum of 100 days in any such calendar year) towards the qualifying period for vacation in the ensuing years; such period of layoff in one year, upon return to work, shall also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.
- (b) Such employees will have their group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.
- (c) Such employees, in a province where medicare premiums are required, will have their medicare premiums paid by the Company up to the amount of the maximum medicare allowance provided under the existing collective agreements and up to a maximum period of two years from date of layoff.

F.9

SPECIAL PROVISIONS FOR EMPLOYEES WITH LESS THAN 20 YEARS BUT MORE THAN 2 YEARS OF CUMULATIVE COMPENSATED SERVICE

Such employees will be granted the same benefits as those outlined in F.8(a), (b) and (c) but the benefits will only be paid during the period such employees are receiving lay-off payments under the provisions of Article F.4.

ARTICLE G - NOTICE

- G.1 The Company will not put into effect any abolishments of permanent positions due to organizational and operational changes without giving as much advance notice as possible to the President, CNRPA representing such employees or such other officer as may be named by the Association to receive such notices. In any event, **not less than three months'** notice shall be given, with appropriate details and the expected number of employees who would be adversely affected.
- G.2 When the **'implementation of an operational or organizational** change is delayed or is to be delayed at the instance of the Company in excess of thirty calendar days, a new notice as per Article G.1 shall be given.
- G.3 Upon request, the parties shall negotiate on items other than those specifically dealt with in this Agreement. Such measures, for example, may be related to exercise of seniority rights, or such other matters as may be appropriate in the circumstances, but shall not include any item already provided for in this Agreement,
- G.4 The terms of this Agreement shall not apply to normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.
- G.5 Insofar as the **following** positions will be abolished effective January 1, 1983, pursuant to this agreement, employees affected by these **abolishments** will be entitled to the benefits prescribed herein and the notice provisions of this-agreement will be deemed to have been complied with:
- (1) Lieutenant - 226-070-19-06364 -- North Sydney
  - (2) Constable - 226-070-19-06372 - Port aux Basques
  - (3) Constable - 226-070-27-06367 - North Sydney
  - (4) Constable - 226-070-27-12327 - St. John's

ARTICLE H - DISPUTES PROCEDURE

- H.1 Any dispute respecting the interpretation, application or alleged violation of this Special Agreement which is not resolved at the local level, may be progressed in the following manner.
- H.2 No later than fifteen days following the cause of the dispute, either party (Regional Representative of the Association or the appropriate Company Officer) may submit the dispute in writing to the other party.
- H.3 The responding party, pursuant to Article H.2, will render a decision in writing within fifteen days following receipt of the dispute.
- H.4 Failing resolution, no later than fifteen days after receiving a decision pursuant to Article H.3 above, either party (the National President of the Association and the Vice-President, Labour Relations, Montreal or his delegate) may submit the dispute in writing to the other party.
- H.5 The responding party, pursuant to Article H.4, will render a decision in writing within fifteen days following receipt of the dispute.
- H.6 Failing resolution of the dispute, either party may, within seven days of receiving a decision pursuant to Article H.5 by notice in writing, refer the matter to an Arbitrator in accordance with Article 15 of Agreements 28.1 or 28.2 as appropriate.

- J.1 Payment of benefits under this Special Agreement shall commence on January 1, 1983.
- J.2 All applications for payment of those benefits contained in this Special Agreement shall be made as arranged between the parties.
- J.3 Supplemental Unemployment Benefits pursuant to this Agreement are subject to Canada Employment and Immigration Commission approval.

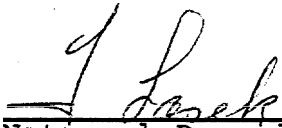
Signed at Montreal, Quebec this 3rd day of December 1982

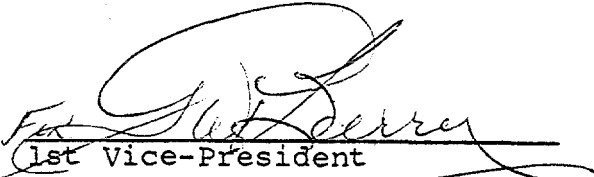
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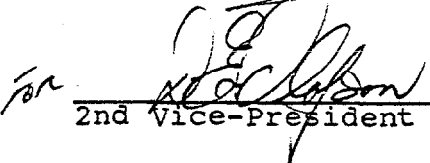
  
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Labour Relations

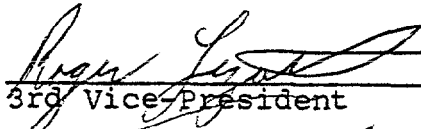
  
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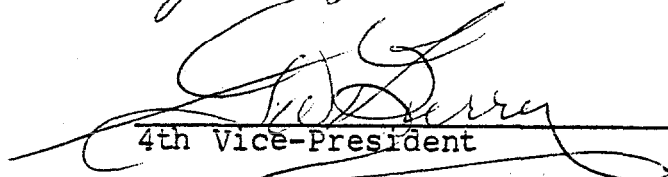
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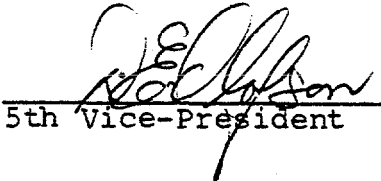
  
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National President, CNRPA

  
\_\_\_\_\_  
1st Vice-President

for   
\_\_\_\_\_  
2nd Vice-President

  
\_\_\_\_\_  
3rd Vice-President

  
\_\_\_\_\_  
4th Vice-President

  
\_\_\_\_\_  
5th Vice-President

  
\_\_\_\_\_  
National Secretary

  
\_\_\_\_\_  
National Treasurer

APPENDIX "A"  
DISPLACEMENT RIGHTS

In the application of Article E.1 of this Special Agreement, when the Association receives notice that positions are abolished, it is agreed that a potential retirement opportunity will be created for each such position abolished. It is also understood that:

- (a) for each potential retirement opportunity, an employee aged 60 and over and eligible to retire, may in seniority order on the affected seniority district elect for a separation allowance;
- (b) if after the application of Clause (a) above, potential retirement opportunities are still available, employees who qualify under Article E.1 (b) or (c), may in seniority order on the affected seniority district, elect for a separation allowance; and
- (c) if after the application of Clause (b) above, potential retirement opportunities are still available, the employees displaced may exercise their seniority to other seniority districts and carry with them to the seniority district to which they are exercising, a potential retirement opportunity which can be exercised by an employee on such other seniority district who is qualified under Article E.1. Such transfer is dependent upon a senior employee, on the seniority district to which transferring, electing early retirement before such transfer can become effective.

Examples of the Above Intent

Example 1

- 2 positions reduced at St. John's
- There are no employees working at Seniority District 6 with less than 2 years service
- 2 senior employees elect retirement as outlined in clause (a) above; no further retirement opportunities remain

### Example 2

- 3 positions are reduced at Toronto
- There is 1 employee working at Toronto with **less than 2 years service**
- 1 senior employee elects retirement as outlined in clause (a) above
- 1 retirement opportunity remains
- 1 employee volunteers to transfer to Winnipeg
- 1 retirement opportunity is now made available on Seniority District 2
- A senior employee on Seniority District 2 elects early retirement
- The employee from Seniority District 3 is allowed to transfer

### Example 3

- 5 positions are reduced at Montreal, there are no employees at Montreal with less than 2 years service
- There are no employees with less than 2 years service on the **4th** Seniority District; 5 retirement opportunities
- 4 **senior** eligible employees on Seniority District 4 elect retirement under clause (a) and/or clause (b) above
- 1 **retirement** opportunity remains, Seniority District 4
- 1 employee transfers to Seniority District 1 to fill an unbid vacancy
- NO retirement opportunity is transferred to Seniority District 1
- No retirement **opportunities remain, Seniority District 4**

### Example 4

- 1 position is reduced at Prince George
- There are no employees with less than two years service at Prince George; 1 retirement opportunity

Example 4 (Cont'd)

- No one at Prince George is qualified for a **separation allowance**
- 1 retirement opportunity is available on Seniority District 1
- There are 2 employees with less than 2 years service at **Edmonton**
- No retirement opportunities are available

Example 5

- 1 position is reduced at Winnipeg and 1 position is reduced at The Pas
- 1 qualified employee elects a separation allowance at **Winnipeg**
- No one at The **Pas** qualifies for retirement
- There are no employees with less than 2 years service on the **2nd** Seniority District
- - 1 retirement opportunity is available on the **2nd Seniority** District to the senior eligible employee

APPENDIX "B"  
APPRAISAL PROCEDURE

When affected employees desire to sell their home under the, ~~provisions of Article C.8(b) of this Agreement~~, the following, procedure will apply:

- (a) In advising the Company officer concerned of their desire to sell their house, **employees shall include pertinent** particulars as outlined in sample form attached, including **an opinion** as to the fair market value of the house in question.
- (b) **This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.**
- (c) Within **15** working days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as **contemplated by** Article **C.8(a)** of this Agreement.
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate Association representative if so desired by the employee; such **joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Clause (c) of this Appendix "B"** . . .
- (e) If such joint conference does not resolve **the matter, then within 5 days from** the date of the final **joint conference** arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate **appraiser**. The fair market price established by such appraiser shall become the fair market value for **the** purpose of this Agreement, and such price shall be binding on both parties.
- (f) The **employee will pick the independent appraiser referred to** in Clause (e) from the following national companies: Canada Permanent Trust; Montreal Trust; **Royal Trust; Trust General du Canada; A.E. Lepage.**



(g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix "B", nor with such appraiser's employee, fellow employee or partner.

(h) The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Job Security Fund.

NOTE: In the event employees desire to sell their home at a price which is less than the fair market value as determined by the provisions of this Appendix "B", the Company will be given the right in priority to everyone else to purchase the home.

PARTICULARS OF HOUSE TO BE SOLD

Name of Owner: .....\*

Address: .....  
          No.      Street                  City/Town

Type of House: i.e., Cottage  
                          Bungalow  
                          Split Level

Year Built: .....\*..\*

No. of Rooms: ..... Bathrooms: .....

Type of Construction:  
  (i.e., brick veneer,  
  stucco, clapboard) .....

Finished Basement: Yes ..... NO .....

Type of heating:  
  (i.e., oil, coal,  
  gas, electricity) .....

Garage: Yes.....\* No .....

Size of Lot: .....

Fair Market Value: \$ .....\*.....\*.....\*

Other Comments: .....

.....\*

.....\*.....\*

.....

Date: .....\*

Signature: .....

APPENDIX "C"  
ELIGIBILITY FOR BENEFITS AS PROVIDED  
IN ARTICLES F.1, F.2, F.3, AND F.4

1. Employees who are not disqualified under Clause 3 hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff (herein called "a claim week") provided such employees meet all of the following requirements:
  - (a) The employee has two years or more of cumulative compensated service at the beginning of the period of continuous layoff in which the claim week occurs began;
  - (b) The employee has exercised full seniority **rights**, on **such** employees seniority district;
  - (c) For weekly layoff benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, . except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days. An employee may claim weekly layoff benefits under this paragraph **pending** expiration of the **30-day** waiting period provided in paragraph 2 (b) in respect of severance payment:
  
2. Employees who are not disqualified under clause 3 hereof, shall be eligible for a severance payment provided;
  - (a) they have made application for benefits to the designated Company officer: and
  - (b) A continuous waiting period of thirty calendar days in the period of layoff has expired except that if an employee, during such waiting period, is recalled to work for a total of less than five working days the said **30-day** waiting period will not be interrupted as a consequence thereof. Each period of layoff will require a new **30-day** waiting period in order to establish eligibility for a severance payment except that once **an employee** has been on layoff for more than thirty calendar days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for a severance payment upon layoff within such ninety days, or

(c) In the case of an employee affected by a notice served pursuant to Article G.1 of this agreement, such employee has exercised full seniority rights.

3. Notwithstanding anything to the contrary in this Appendix, an employee shall not be regarded as laid off:

- (a) during any day or period in which employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause 3(b) of this Appendix "C"), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the Railway:
- (b) during any interval between the time that such employee is recalled to the service of the Company after a period of layoff, and the time at which such employee actually resumes work; except that an employee \*who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article F.5 of this Agreement, on the same basis as if such employee had returned to work on the date such work became available;
- (c) if an employee declines, for any reason, other than expressly provided for in Clause 3(b) of this Appendix "C", recall to work:
- (d) in respect of any period in which an employee is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article F 5; or
- (e) after an employee's dismissal from the service of the Company.

4. Notwithstanding any other provision in this Agreement, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, such employee will not be eligible for a severance payment.