

AGREEMENT NO. 7.1

Between

CANADIAN NATIONAL RAILWAY COMPANY

And

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS/
RAIL CANADA TRAFFIC CONTROLLERS**

Governing

**The Employment and Compensation of Employees of the
Classifications Specified in Article 2 of this Agreement**

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GENERAL

Applicable to Seniority Districts 3, 4, 5 and 6

(St. Lawrence and Atlantic, Great Lakes, Prairie and Mountain Regions)

ARTICLE 1

Definitions

Employee

1.1 A person holding seniority under this Agreement.

Rail Traffic Controller (RTC)

1.2 An employee occupying a position included in Seniority Group 1 and 2.

RTC shall mean employees holding RTC positions in levels 1 through 4. Unless otherwise specified in the Agreement, the term Rail Traffic Controller will refer to RTCs holding positions in levels 1 through 3 only.

Rail Traffic Controller level 4 (RTC level 4)

1.3 An employee occupying a position included in Seniority Group 2.

Temporary Vacancy

1.4 A vacancy in a position caused by the regularly assigned occupant being temporarily assigned to other duties or being absent from duty, except when such absence is due to the employee being on pre-retirement vacation.

Work Week

1.5 Work week for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work and for spare and pool or permanent unassigned employees shall mean a period of seven (7) consecutive days starting with Sunday.

Day

1.6 Unless otherwise specified, day, or days, means calendar day or days.

Established Position

1.7 An established position is one established by bulletin.

ARTICLE 2

Scope

- 2.1** The Company **recognizes** Rail Canada Traffic Controllers (**RCTC**) as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees specified below:

RTCs level 1 to 4

Located in **RTC** Centres and other offices of the Company.

- 2.2** It is the policy of the Company to cooperate in every practical way with employees who desire advancement. Accordingly, such employees who make application to their Supervisor or Human Resources Supervisor stating their desires, qualifications and experience will be given every consideration.

ARTICLE 3

Preservation of Rates

- 3.1** The rates of pay for additional positions established shall be in conformity with the rates of pay for comparable positions of the same class in the same seniority district shown in the Wage Scale of this Agreement. Such rates shall be subject to immediate review by the proper officer of the Company on request of the National President.
- 3.2** Established positions shall not be discontinued and new ones created under a different title covering relatively the same duties and responsibilities for the purpose of reducing the rate of pay.
- 3.3** No change shall be made in agreed classifications or basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates of pay are proposed, or when it is considered that a position is improperly classified or rated, the work of the position affected will be reviewed and compared with the duties and responsibilities of comparable positions on the Region by the proper officer of the Company and the National President, with the object of reaching agreement on revised classifications and/or rate to maintain uniformity for positions on which the duties and responsibilities are relatively the same.
- 3.4** A reduction in the basic rate of pay for any position will be made only by mutual agreement between the proper officer of the Company and the National President.

- 3.5** Should a vacancy occur in a position in respect of which an adjustment in rate of pay is pending, such vacancy will be considered as temporary until an agreement is reached on a new basic rate of pay.

ARTICLE 4

Seniority Districts

- 4.1** Eastern Lines Seniority and Promotion Districts shall be as follows:

District No	Territory
3	Atlantic and St. Lawrence Regions
4	Great Lakes Region, including positions in the USA

Western Lines Seniority and Promotion Districts shall be as follows:

RTC	Prairie Region and Mountain Region
RTC level 4	District No. 5 Prairie Region District No. 6 Mountain Region

- 4.2** When new Seniority and Promotion Districts are created or the boundaries of the present Seniority and Promotion Districts are changed, employees affected will have one year from date of change in which to exercise seniority rights on their original Seniority and Promotion Districts, provided that only one such move will be permitted.
- 4.3** Employees employed on Great Lakes Region positions in the United States shall hold seniority in and their names shall be included on seniority lists in which they hold seniority on District No. 4. They shall be permitted to exercise seniority in their seniority group, or groups on their Seniority and Promotion District. Likewise employees on the Great Lakes Region in Canada will be permitted to exercise seniority in their group on positions in the United States.

ARTICLE 5

Seniority Status and Lists

- 5.1** Separate seniority lists will be maintained for each of the following groups on each Seniority and Promotion District.
- 1.** RTCs
 - 2.** RTCs level 4
- 5.2** Seniority lists, corrected to December 31st of the previous year, shall be compiled promptly after the close of each year and issued no later than February 15th. Such lists shall show the seniority number, name, position, location, and seniority date of employees in each group in which such employees hold seniority. A copy of each seniority list will be forwarded to the National President. A copy of the seniority list for the Seniority and Promotion District will be furnished to the Local Chairperson and will also be forwarded to each Station in the Seniority and Promotion District for inspection by the employees. The onus of checking seniority lists shall be on the employees.
- 5.3** Protests in regard to seniority standing must be submitted in writing within 60 days from the date seniority lists are posted, it being understood that no change will be made in the seniority date accredited to employees which have appeared on two (2) consecutive seniority lists; however, employees' seniority will be subject to correction at any time on submission of proof of error by the National President. When proof of error is presented by employees or their representative, such error shall be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of employees unless concurred by the National President.
- 5.4** Seniority will date from the date of last entry into the service on a position in a seniority group after having been employed in such group and in the case of employees promoted from one seniority group to another, the date of first service in the group to which promoted will apply except that seniority as RTC will date in accordance with Articles 6.21 and 6.22. Employees establishing seniority in any seniority group under this Agreement will automatically establish a corresponding seniority date in each of the junior seniority groups on their seniority district in which they do not already have a seniority date.
- 5.5** When two or more individuals are employed on the same date in the same seniority group, their seniority standing shall be determined by the hour they start work, and in the event of starting time being the same, the individual already in the service will rank senior to a new employee; all other things being equal they shall be placed on the seniority list in alphabetical order.

- 5.6** Employees promoted from one seniority group to another seniority group will continue to retain and accumulate their seniority in the group from which promoted, and their names will continue to appear on the seniority list for such group.
- 5.7** Seniority of employees on a line absorbed by the Company will date from last date of entering the service on such line in a position coming within the scope of this Agreement. This does not mean that there is any obligation on the part of the Company to take over such employees when lines are absorbed or taken over.
- 5.8** Employees who, while work is available to them under this Agreement, transfer to a position within the Railway under another Agreement, shall continue to accumulate seniority under this Agreement for a period of two (2) years from the last date of transfer. Employees who transfer under this Article 5.8 must return to the Spare or Pool Lists or unassigned board which cover their former location before being allowed to bid on a position or exercise seniority under this Agreement. Employees who transfer under this Article 5.8 will be considered to have vacated their assignments.
- 5.9** RTCs level 4 having less than ninety (90) working shifts will be considered as on probation, and if found unsuitable during such period will not be retained in the service.
- 5.10** Employees who are laid off will be notified in writing and must immediately register their name, address and telephone number with the Local Chairperson and they must keep the designated Company Officer advised of their address and telephone number, so that they may be readily located if they desire to return to the service when work is available for them.
- 5.11** Laid-off employees will, if qualified, be returned to the service in order of seniority when staff is increased or when vacancies occur in their seniority group.
- 5.12** Laid-off employees will be given preference of employment in filling new positions or vacancies in other than their own seniority groups when no qualified laid-off employees are available in such groups.
- 5.13** Laid-off employees who are employed elsewhere at the time of notification to report for duty may, without loss of seniority, be allowed to remain in such employment up to ninety (90) days, providing:
- (i) That it is definitely known that the duration of the work for which they would be required will not exceed ninety (90) days; and

- (ii) that other laid-off employees, in the same Manager - **RTC's** Territory, are available; and
- (iii) that written application is made to the Manager - **RTC** with copy to Local Chairperson immediately on receipt of notification to resume duty.

5.14 Laid-off employees who fail to report for duty, or to give satisfactory reason for not doing so within ten (**10**) days from date of notification by registered mail, will forfeit their seniority rights under this Agreement and their names will be removed from the seniority list.

5.15 Laid off **RTC's**, may apply for transfer to another seniority and promotion District with full seniority rights, if a shortage is declared by the Appropriate Company Officer at such District, and the transfer will not create a foreseeable shortage within their classification on their seniority and promotion District. Employees who relocate under these provisions will be eligible for relocation expenses in accordance with Article 6 of the **ESIMA**.

Employee(s) who have relocated in accordance with the foregoing provisions, may apply after a four (**4**) year period to the Appropriate Company Officer, to revert with full seniority to their original seniority and promotion District. Applications for such transfer will be approved provided the transfer does not create a foreseeable shortage at the seniority and promotion District vacated, and does not result in another employee being laid-off at the new location. Employees provided the opportunity to relocate to their former seniority and promotion District will not be provided Relocation expenses outlined in Article 6 of the **ESIMA**."

ARTICLE 6

Training

General

6.1 Training consists of the following:

- (a) Student Training: Student **RTCs** program for non-qualified **RTCs**;
- (b) Periodic Training: Canadian Rail Operating Rules re-qualification as required by the Company;
- (c) General Training: General Training required by the Company.

6.2 **RTCs** required to take periodic or general training will be paid at the rate of pay the employees would have received had the employees not been in training or at the rate of pay of the last position worked, whichever is greater. Such payment to include any shift differential or transfer payments. Step rates are applicable to such employees.

RTCs level 4 selected for Student Training will be compensated at the level 4 rate of pay while attending the training program.

Employees required, outside periodic training programs, to take an “A” Book Examination during off duty hours, will receive four (4) hours pay at punitive rates.

Employees required to take Rule examinations during off duty hours, on other than the “A” Book, will receive two (2) hours pay at punitive rates.

The above will not apply to employees directed to attend Rule Classes as a disciplinary measure, nor will employees be paid for taking Rule examinations which they fail to pass to the satisfaction of the Rule Examiner.

6.3 When required to travel away from their headquarters to a training program, employees will be compensated for travel time in accordance with the provisions of Appendix 3. Employees required to travel on a regularly assigned rest day, will receive eight hours straight time pay for any one rest day.

Employees who decide to leave a training program without permission will not receive any wages or expenses for all time not available.

Overtime provisions of the Collective Agreement will not apply while the employee is at the designated training location or during **Familiarization**.

6.4 When a regular rest day(s) coincides with a training session of one week or less, another rest day(s) will be given as mutually agreed without loss of pay.

(a) When a regular rest day(s) coincides with a training session of more than one week the employees’ rest days will be Saturday and Sunday with the understanding that the employees will not suffer loss of earning upon being assigned to the training program or upon return to their regular assignment because of change in rest days.

6.5 Employees will not receive expenses while training at their headquarters; however, they will be reimbursed for actual reasonable expenses incurred in **traveling** between their headquarters and the designated training location. Major transportation expenses such as travel tickets will be provided by the Manager -

RTCC prior to the employees' departure from headquarters. The mode of travel-air, rail or highway-is at the option of the employees. Regardless of the mode of travel selected by the employees, such election will not result in the Company incurring expenses exceeding economy airfare between the headquarters of the employees and the designated training location. Rate of pay for **traveling** time will be as provided in Article 6.2 but time in excess of the **traveling** time the employees would have incurred had the employees elected air transportation will not be reimbursed.

- 6.6** When it is known that they will be away from their headquarters for more than five (5) working days, except for **Familiarization** trips, employees will be provided with a reasonable advance for expenses. Such advance will be fully accounted for immediately upon return to their headquarters. Failing to account for such advance within 10 days of returning to their headquarters, employees will be required to reimburse the advance in full.
- 6.7** Employees attending training away from their headquarters will be provided with living accommodation at Company expense and a meal allowance in accordance with the provisions of Article 19.2. In cases of urgent family or personal matters and after consultation with the **Co-ordinator** Rules and Training or designate, employees may be permitted to call home at Company expense.
- 6.8** An expense allowance of **\$59.00** per week will be paid to qualified **RTCs** undergoing periodic training away from their headquarters. This allowance is intended to cover all expenses, such as telephone calls or laundry, etc., incurred by the employees. These expenses will be reimbursed through an expense account claim not requiring receipts.
- 6.9** Employees who fail to pass a periodic Rule examination on the first attempt will be given a second opportunity to pass such examination. Employees who fail the second examination will be afforded further training and be **re-examined** within thirty (30) calendar days by the **Co-ordinator** Rules and training or designate. Should the employees fail such examination, the employees will be immediately restricted from working as a **RTC** level 1 to 4 and the case will be discussed immediately between the National President and the Chief of Transportation or their **authorized** representatives.

Student Training

- 6.10** Applicants to bulletins calling for Student RTCs will be selected in the following manner:
- (a)** Applicants for position of Student RTC will be tested and interviewed in seniority order and if found to have the aptitude for training as an RTC will be selected in order of their Group 2 Seniority.
 - (b)** A senior applicant who fails to successfully pass the tests may appeal the decision by requesting a second test immediately upon receiving notification of rejection. Upon making an appeal, such applicant will be allowed or may be required to undergo a second test.
 - (c)** When a senior applicant is not selected for training because of failure to successfully pass the second test, or the interview, the National President may appeal the decision in writing within sixty (60) days at Step 3 of the grievance procedure identifying the Article and paragraph involved and including a written statement of the grievance.
 - (d)** If a senior applicant not selected for training is found upon appeal to have the qualifications necessary to be an RTC, such applicant will be scheduled to attend the Student RTC's Training Course at the training location designated by the Company, and if necessary, seniority will be adjusted accordingly.
 - (e)** Applicants found unsuitable for training will be considered during the three-year period following initial notification of rejection, at the Company's discretion, for a future Student RTC's Training Course. Employees accepted under this Article during such three-year period will only be allowed one test. Employees failing this test will not be selected and may only appeal this decision through the grievance procedure.
- 6.11** RTC level 4 transferring to another Region under the provisions of clause (c) of Article 36.4 will transfer with full Group 2 seniority and the provisions of Article 38.6 will apply.
- 6.12** Every effort will be made to qualify candidates as RTCs, however, should a candidate be found to be unsuitable for further training the candidate may be disqualified and returned to the headquarters at any time during the course of instruction. The employees' National President will be informed as to the reason for disqualification.

- 6.13** Employees who withdraw from training or who do not successfully pass all training and examination will not be considered for selection for **RTC** training during the two-year period following termination of training unless otherwise agreed between the appropriate Senior Company Officer and the National President.
- 6.14** If, through mutual agreement in writing between the employees and the Manager - **RTCC**, employees' annual vacation is rescheduled to enable the employees to attend Training Programs, the provisions of Article **17.4** shall not apply and the employees affected shall be granted vacation at a mutually convenient date.
- 6.15** Should the Student Training extend for six (**6**) weeks or longer, the Company will allow a mid-term recess and pay for the actual reasonable travel expenses incurred if the training is conducted at a location other than the employee's home terminal or normal place of residence. The initial recess will be allowed after three weeks of classroom training, and a subsequent recess will be provided for upon completion of eight (**8**) weeks of Classroom training. The Company will determine the mode of transportation. Where it is impractical for the employees to return home during the recess, the Company may arrange for the employees' spouse to visit the employees and assume the cost of the actual reasonable travel expenses incurred by the spouse. Reimbursement will be made through submission of expense accounts to the Manager - **RTCC**, and receipts will be required.
- 6.16** The selection of Trainers will be made by the Manager - **RTCC**, after consultation with the Local Chairperson. The determination of when a student is qualified or disqualified will be made by the Manager. In the event that a student is disqualified, the student and the Local Chairperson will be advised of the reasons for disqualification.

Employees on permanently assigned positions may be required to vacate such positions temporarily to allow the Trainer an opportunity to provide "on-the-job training" for students. Employees required to vacate such positions may be assigned to periodic road trips or other duties without any loss of wages.

Unless otherwise locally agreed, such reassigned employees shall not be required to work on other than their normal working days and shift or on desks where the **RTC** lacks familiarity.

- 6.17** Employees selected as Trainers will counsel and supervise Students while they perform the duties of the position, ensuring that the Student complies with the rules and instructions, preparing progress reports and submitting specific recommendations to the Manager - **RTCC**.

6.18 Students' "on-the-job training" will consist of performing the duties of an **RTC** requiring up to five 8 hour shifts of training on each desk representing a specific control territory, and shall be as directed by the Manager- **RTCC**. During such periods of training, the Trainer will be deemed to occupy the position on which training. Student **RTCs** may be required to make periodic road trips; such road trips will be scheduled by the Manager - **RTCC**. Additional "on-the-job training" may be required and shall be determined by the Manager - **RTCC**. Students will be allowed reasonable actual expenses for lodging, meals, and travel, as specified by the Manager - **RTCC**.

6.19 The newly qualified **RTC** after completing the "on-the-job training" in the Rail Traffic Control Centre and after completing any other general or technical training sessions required on each specific control territory and/or desks, will be required to work the following probationary **shifts** as an **RTC** before the individual's name is submitted for inclusion on the seniority list by the Manager - **RTCC**:

- i) Newly qualified **RTC's** who while assigned to the training program and were employed as Level 4 **RTC's** - up to **45** probationary shifts;
- ii) All other newly qualified **RTC's** - up to **130** probationary shifts.

During their probationary period, Student **RTCs** will have preference in the filling of assignments over permanent unassigned **RTCs**. Permanent unassigned **RTCs** who are held back from filling a shift as an **RTC** through the application of this Article will, if qualified for such shift, be paid not less than the earnings they would have made on the position from which held back. When so paid, the employees will also accumulate service for such shift for the purpose of Article 24.2.

Trainer Rates

6.20 **RTCs** level 1 to 4 will receive the level 1 rate of pay and in addition \$25.30 for each day working as Trainers. This Trainer rate will be provided to Trainers when training employees on desks on which they have never been previously exposed.

Seniority

6.21 All current **RTCs** level 4 will be granted a Group 1 seniority date in seniority order dated from June 1, 1995, in accordance with their level 4 seniority. Should such employees be disqualified at any time during the selection or training process, their names will be removed from the Group 1 seniority list.

6.22 Students selected from other than the ranks of **RTCs** level 4 will, provided they qualify as **RTC**, be granted a seniority date as a **RTC** on the Seniority District for which they are trained as of the last day of the Student **RTC** training course.

(a) In the application of Article **6.22** above, where more than one employee is to receive the same date, they will be placed on the **RTCs**, seniority list in the order of their last date of entry into the service of the Company or when they do not have prior continuous service with the Company, then the employees will be placed on the list in order of their application for employment.

Note: If, due to a bona fide illness or injury, a candidate is unable to attend the course for which selected, that candidate will, after qualifying as an **RTC**, be accorded a seniority date in the group for which initially selected.

Familiarization - Qualified Employees

6.23 **RTCs** may be required to make periodic road trips. These road trips will be scheduled by the Manager- **RTCC** and where possible such trips will be scheduled during the employees' work week. For every day spent on such **Familiarization** trips, the employees will be paid one (1) day's pay. The **RTC** will be allowed reasonable actual expenses for lodging and meals.

6.24 **RTCs** level 1 to 4, prior to assuming duty on a position for which their familiarity with the work is doubtful, will be allowed sufficient time, as determined by the Manager - **RTCC**, to become familiar with the duties of the position.

RTCs to whom another **RTC** is assigned for **familiarization** will receive, in addition to regular wages, the amount of \$20.13 when **familiarizing** an **RTC** and \$11.85 when **familiarizing** an **RTC** level 4, for each working shift spent **familiarizing**.

6.25 **RTCs** attending periodic training at their home location, will be allowed a meal allowance of \$9.50 per day, public transportation costs or prevailing kilometric allowance to and from their Rail Traffic Control Centre and the training location and any parking fee if applicable.

ARTICLE 7

Attending Court or Coroner's Inquest

- 7.1** Employees who lose time by reason of being required to attend Court or Coroner's Inquest, or to appear as witnesses in cases to which the Company is a party, will be paid for time so lost. If no time is lost they will be paid for actual time held, with a minimum of two (2) hours at one and one-half times the pro rata rate. Spare or Pool employees will be compensated at the rate of the position last worked. Reasonable actual expenses while away from home station will be allowed on production of receipts.
- 7.2** Any fee or mileage accruing shall be assigned to the Company.

ARTICLE 8

Held for Investigation or Company Business

- 8.1** Employees held for Company investigations and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline), or on Company business on the order of the proper officer, will, if required to lose time by reason thereof, be paid for time lost. Spare and Pool employees will be compensated at the rate of the position last worked. If no time is lost they will be paid from the time required to report until actually released at one and one-half times the pro rata rate, with a minimum of two (2) hours. Reasonable actual expenses incurred for meals while away from home station will be allowed; however, receipts for lodging will be required.

ARTICLE 9

Grievances

- 9.1** An appeal by employees that they have been unjustly disciplined may be submitted at Step 2 of the Grievance Procedure. An appeal against discharge, suspension, demerit marks in excess of thirty (30) and restrictions may be initiated at Step 3 of the grievance procedure. Such appeal will be within **twenty-eight (28)** days from the date the employees are advised of the discipline assessed against them. On request, all evidence in the case will be made available to the National President.
- 9.2** A grievance concerning the interpretation, or alleged violation of this Agreement, (including one involving a monetary claim), or an appeal by employees who believe that they have been unjustly dealt with, shall be processed in the following manner:

Step 1

Within twenty-eight (28) days from the date of cause of grievance the employees and/or the Local Chairperson may present the grievance, in writing, to the immediate supervisor, who will give a decision in writing as soon as possible but, in any case, within twenty-eight (28) days of receipt of grievance. Monetary claims which have been declined or altered by an immediate supervisor or designate will be considered as having been handled at Step 1.

Step 2

Within twenty-eight (28) days of receiving the decision under Step 1, or in cases of appealing discipline, within twenty-eight (28) calendar days from the date the employees are advised of the discipline assessed against them, the Local Chairperson may appeal the decision in writing to the appropriate Company, Officer. The appeal shall include a written statement of grievance and where it concerns the interpretation or alleged violation of the Agreement, the statement shall identify the Article and paragraph of the Article involved. A decision will be rendered in writing within twenty-eight (28) days of receiving the appeal.

Step 3

Within sixty (60) days of receiving the decision under Step 2, the National President or designate, may appeal the decision in writing to the Regional Vice-President of the Company, whose decision will be rendered in writing within sixty (60) days of receiving the appeal.

- 9.3** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety (90) days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.
- 9.4** Any grievance not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision respecting a written claim for unpaid wages is not rendered by the appropriate officer of the Company within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Agreement.
- 9.5** The time limits specified in this Article 9 will be extended for twenty-eight (28) days at the request of either party, or for such other period as may be mutually agreed upon.

ARTICLE 10

Final Settlement of Disputes

- 10.1** Grievances concerning the interpretation or alleged violation of this Agreement, or appeals by employees that they have been unjustly disciplined or discharged, and which are not settled at the final step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.
- 10.2** The request for arbitration must be made in writing by either party to the other within twenty-eight (28) calendar days following the decision rendered at the final step of the grievance procedure.
- 10.3** The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to one of the nominees so proposed. It shall within twenty-eight (28) calendar days from receipt of such request submit to the other party a further list of three arbitrators. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator and that selection shall be final.
- 10.4** A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement where it is alleged that the Collective Agreement has been misinterpreted or violated, shall be jointly submitted to the Arbitrator, in advance of the date of the hearing. In the event that the parties cannot agree upon such Joint Statement of Issue, each party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.
- 10.5** At the hearing before the Arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses as it deems necessary.
- 10.6** Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of this Agreement, are specifically excluded from the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Agreement.

The Arbitrator's decision shall be rendered, in writing, together with the written reasons therefore, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.

- 10.7** The hearing shall be held by the Arbitrator in the Offices of the Railway at Montreal, Quebec, unless the Arbitrator deems it advisable because of special circumstances, or unless the parties to the dispute otherwise mutually agree, to hold the hearing elsewhere.
- 10.8** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses including the remuneration and expenses of the Arbitrator, shall be divided equally.
- 10.9** The time limits as provided herein may be extended by mutual agreement between the parties.

ARTICLE 11

Hours of Service

- 11.1** Except as otherwise provided in this Article, eight (8) consecutive hours shall constitute a day's work.
- 11.2** RTCs required to make a transfer will be allowed fifteen (15) minutes per tour of duty at punitive rates.
- 11.3** The assigned hours of RTCs level 4 may be extended to include a meal period, except that the hours of RTCs level 4 filling positions on which three (3) shifts are worked in continuous service five (5) days per week or more shall not be so extended. Where two RTCs level 4 are required to work making a transfer both such RTCs level 4 will be paid for the actual time so engaged.
- 11.4** The hours of regular assignments including meal period will be specified by the Manager - RTCC, will be the same on all days of the week except on swing assignments and assignments set up to relieve Supervisors, and will not be changed without as much advance notice as possible, in no case less than forty-eight (48) hours. The meal hour may be changed one-half hour when necessary to meet operating conditions.
- 11.5** The hours of assignment of employees may be advanced or set back one (1) hour when necessitated by the requirements of the service due to the adoption of daylight saving or standard time by the company. When daylight saving or standard time is adopted there will be no additional cost to the company.
- 11.6** Employees whose assigned hours include a meal period shall be allowed sixty (60) consecutive minutes for a meal, starting between 0700 hours and 0800 hours; or 1200 hours and 1300 hours; or 1730 hours and 1830 hours. Should

such employees not be granted a meal period in accordance with the above, they shall, in lieu thereof, be granted one hour's pay at one and one-half times the pro rata rate and shall be allowed, at the first opportunity, twenty (20) minutes in which to eat without deduction in pay.

Note: The provisions of paragraph 11.6 will not apply to RTC's performing meal relief.

(See Appendix 6 A and 6 B)

- 11.7** Employees working a straight eight (8) hour assignment will be allowed twenty (20) minutes for lunch when conditions permit, without deduction in pay.
- 11.8** Except in cases of emergency, employees shall not be required or permitted to work two (2) consecutive tours of duty and shall have eight (8) consecutive hours off duty in each twenty-four (24) hour period.
- 11.9** Employees notified or called for a specific purpose will be released from duty **after** such service is performed unless required by the Chief - RTC for other service.
- 11.10** When there are positions working at different locations which do not require that the entire shift(s) be covered the Company may bulletin such positions as one assignment.

ARTICLE 12

Overtime and Calls

- 12.1** When overtime is required, it may be performed in the following manner:
 - (a)**
 - (i)** For RTCs, by a qualified Permanent Unassigned Board employee who does not have 40 hours of work in that week at pro rata rate,
 - (ii)** For RTCs level 4, by a qualified Spare or Pool RTC level 4.
 - (b)** In seniority order, by an available qualified employee on the desk who is on rest days, at one and one-half times the pro rata rate; if none available then;

(c) By qualified **RTCs** who have signified by April 1 and October 1, to the Manager - **RTCC** that they will be available for such overtime work and, as far as practicable, such employees shall be called on a rotating basis. Such overtime work will be divided as equally as possible among these employees,

12.2 Employees held on duty continuous with the completion of their assignment which constitutes a day's work will be paid for time so held on the actual minute basis at one and one-half times the pro rata rate.

12.3 Time worked in excess of regularly assigned hours, due to changing shifts shall be paid for at pro rata rates if due to the application of the seniority rules, or where such changes in shifts are mutually arranged.

12.4 Spare and Pool **RTCs** level 4 and Permanent Unassigned Board **RTC's** will not be called for a second tour of duty in any **24-hour** period when another Spare, Pool **RTC** Level 4 or Permanent Unassigned Board employee is available. If such employees are called to commence a second tour of duty, they will be paid at pro rata rate. Such employees will be notified to report for a second tour of duty prior to the expiration of their first tour of duty.

When a qualified Permanent Unassigned Board employee was available at time of call and such employee was not called, the employee called for a second tour of duty will be paid at the punitive rate of pay.

Note: This Article will not apply for employees working an assigned swing vacancy or to unassigned board **RTC's** called to work a punitive overtime shift when such overtime shift is completed at least 8 hours prior to their assigned shift.

12.5 Employees notified or called and required to report for service before the regular assigned starting time, will be paid for such service continuous with their regular shift on the minute basis at one and one-half times the pro rata rate with a minimum of one hour, for which one **(1)** hour's service may be required.

12.6 Except as provided in Articles **13** and **14**, employees notified or called and required to report for service not continuous with their regular shift before or **after** their regularly assigned hours of duty will be paid for such service at one and one-half times the pro rata rate with a minimum of three **(3)** hours, for which three **(3)** hours' service may be required.

12.7 **RTCs** level 4 called before and continuous with their regularly assigned hours of duty who cannot be allowed off for breakfast will as soon as possible be allowed twenty **(20)** minutes in which to eat, without deduction in pay.

- 12.8** Employees will not be required to suspend work during regular hours to absorb overtime.
- 12.9** No overtime shall be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.
- 12.10** If overtime as claimed is not allowed, the employees will be notified in writing within twenty-eight **(28)** days from receipt of time claims, setting forth the reason for disallowance.
- 12.11** In computing pro rata hourly rates for employees, the weekly rate shall be divided by forty **(40)**.
- 12.12** There shall be no overtime on overtime, neither shall overtime hours paid for, other than hours not in excess of eight **(8)** paid for at overtime rates on holidays or for changing shifts, be **utilized** in computing the forty **(40)** hours per week, nor shall time paid for in the nature of **arbitraries** or special allowances such as attending court, deadheading, travel time, etc., be **utilized** for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
- 12.13** When it is known at or prior to the completion of a regular day's work that it will be necessary to call employees, such employees will then be informed of the time at which to report for duty.
- 12.14** Employees who work more than five **(5)** days in a work week shall be paid one and one-half times the basic straight time rate for work on such sixth and seventh days worked in any work week except:
- (a)** Where such work is performed by employees due to moving from one assignment to another in the exercise of seniority.
 - (b)** Where such work is performed by employees due to moving to or from an extra or laid-off list.
- 12.15 (a)** Regularly assigned **RTC's** called for service, and subsequently cancelled within 6 hours of the original call start time, and not used in any service, will be paid 2 hours at the applicable pro rata rate of service called for.
- (b)** This article shall not apply to assigned **RTC's** who after reporting for duty are held and used in service other than that for which originally called.

ARTICLE 13

Rest Days

- 13.1** Except as otherwise provided in Article 11.2, a work week of forty (40) hours consisting of five (5) days of eight (8) hours each is established with two (2) consecutive rest days, in each seven (7) subject to the following modification: the work weeks may be staggered in accordance with the Company's operational requirements.
- 13.2** Regularly assigned employees shall be assigned two (2) regular rest days each week. Days of service may, on forty-eight (48) hours' notice, be reassigned when necessary. Employees regularly assigned will, if required to work on either of their rest days, be compensated for time worked during the hours of the regular assignment on such days at one and one-half times the pro rata rate except that when as a result of employees exercising seniority rights, regularly assigned employees work on six (6) or more consecutive days, pro rata rate will apply on such sixth and seventh consecutive days. The assigned rest days for regularly assigned employees except those on swing assignments shall be the forty-eight (48) hour period commencing eight (8) hours after completion of the previous day's work.
- 13.3** The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. In any dispute as to the necessity of departing from the pattern of two (2) consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.
- 13.4** Regularly assigned employees, excepting those holding swing or relief assignments, shall, as far as possible, be given preference in choice of rest days in order of seniority, in the classification in which employed as follows:
- (a) After preference has been indicated by the senior employee in the office, rest days will be arranged in accordance with seniority, provided swing assignments can be established which will not place undue hardship on the swing employees.
 - (b) At the beginning of April and October the provisions of (a) will only apply to RTC's as specified in Article 36.11, at which time these employees may request a choice of rest days.

- (c) RTC's Level 4 employees requesting assigned rest days must do so at the time they **first** commence work on a position in the office or when permanent changes in an office occur.

13.5 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees at a particular point the following procedure shall be followed:

- (i) All possible regular relief positions shall be established pursuant to Article 19.7.
- (ii) Possible uses of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.
- (iii) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (iv) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days.
- (v) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
- (vi) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.

13.6 Employees notified or called to report for service on their assigned rest days shall be paid on the actual minute basis at one and one-half times the pro rata rate with a minimum of three (3) hours for each tour of duty, for which three (3) hours' service may be required.

13.7 Spare or Pool RTCs level 4 will not be assigned regular rest days. However, such employees will not be called to commence a tour of duty on a sixth or seventh day after working on five (5) days of a work week unless absolutely necessary. If such employees are called to commence a tour of duty on a sixth or seventh day of a work week, such tour of duty shall be considered as overtime and shall be paid for at one and one-half times the pro rata rate. The provisions of paragraph 13.7 override any other provisions in the agreement with respect to the calling of Spare or Pool RTCs level 4.

13.8 Employees required for duty on their regularly assigned rest days will, unless assigned to meet regular passenger or mixed trains, be so advised prior to completion of their last previous shift or tour of duty. If not so advised and not available when required, they will not be held responsible.

ARTICLE 14

General Holidays

14.1 Employees who qualify in accordance with Article 14.3 hereof, shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on employees' rest day, such holiday shall be moved to the normal working day immediately following the employees' rest day, except that when employees are scheduled to work two shifts on that day as part of a swing assignment, such employees will be compensated as follows:

- 1) 8 hours at pro rata rate for the statutory holiday;
- 2) 8 hours at punitive rate for each shift worked

All Provinces:

New Year's Day
The day after that on which New Year's Day is observed
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Quebec:

National Holiday in Quebec only in substitution for Remembrance Day
The first Monday in August

Ontario, Manitoba, Saskatchewan, Alberta, British Columbia, Nova Scotia, Prince Edward Island, and New Brunswick:

Civic Holiday (the first Monday in August)
Remembrance Day

Note: If the Government of Canada designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Government shall be substituted for the first Monday in August in the Province of Quebec and for the day after that on which New Year's Day is observed in other provinces.

14.2 If, in any province or part thereof, a holiday is more generally **recognized** than any one of the holidays specified above, the signatories hereto will substitute such holiday **therefor** in that province or part thereof. If such signatories fail to agree that such holiday is more generally **recognized**, the dispute will be submitted to arbitration for final decision.

14.3 In order to qualify for pay for any one of the holidays specified in Article **14.1**, employees:

- (a)** must have been in the service of the Company and available for duty for at least thirty **(30)** calendar days. This clause (a) does not apply to employees who are required to work on the holiday;
- (b)** must be available for duty on such holiday if it occurs on one of their work days excluding vacation days except that this does not apply in respect of employees who are laid off or suffering from a bona fide injury, or who are hospitalized on the holiday, or who are in receipt of, or who subsequently qualify for, weekly sickness benefits because of illness on such holiday; regularly assigned employees who are required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case they will be notified not later than the completion of their shift or tour of duty immediately preceding such holiday that their services will be required;
- (c)** must be entitled to wages for at least twelve **(12)** shifts or tours of duty during the thirty **(30)** calendar days immediately preceding the general holiday. This clause (c) does not apply to employees who are required to work on the holiday.

Note: Provided that employees are available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, **hospitalization**, illness for which the employees qualify for weekly sickness benefits and **authorized** maternity leave will be included in determining the twelve **(12)** shifts or tours of duty referred to in this Article **14.3 (c)**.

14.4 Qualified employees whose vacation period coincides with any of the general holidays specified in Article **14.1** shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

14.5

- (a) Assigned employees qualified under Article 14.3 and who are not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate of their regular assignment.
- (b) Unassigned, Spare or Pool employees, qualified under Article 14.3 and who are not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate applicable to the position in which such employees worked their last tour of duty prior to the general holiday.

14.6 Employees qualified under Article 14.3 and who are required to work on a general holiday shall be paid, in addition to the pay provided in Article 14.1 at a rate equal to one and one-half times their regular rate of wages for the actual hours worked on that holiday with a minimum of three (3) hours for which three (3) hours' service may be required, but employees called for a specific purpose shall not be required to perform routine work to make up such minimum time.

14.7 Shifts or tours of duty commencing between 2400 hours on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive shall be considered as work on that holiday.

ARTICLE 15

Service Letters

15.1 The Company, will, within thirty (30) days from date of employment, have returned to the employees all service cards and letters of recommendation taken up for inspection by the Company, except those addressed to or issued by the Company. Employees will be given, on request, certified copies of letters of recommendation furnished by them, addressed to the Company.

15.2 Employees dismissed or leaving the service of their own accord, after giving notice, shall be paid any wages due them with as little delay as possible, and shall, upon request, be furnished with the usual certificate of service. If detained more than ten (10) days awaiting such certificate they will be paid scheduled wages for all time in excess of ten (10) days. Unless otherwise requested, this certificate will be mailed to the employees at the place of their last employment.

15.3 Employees who have been in the service six (6) months will not be dismissed on account of previous record, provided no omission or misrepresentation was made in their application for employment.

ARTICLE 16

Medicals

- 16.1** When employees are required by the Company to take a periodic medical examination during their off-duty hours, they will receive three hours' pay at the punitive rate.
- 16.2** Employees required to travel away from their headquarters for Medical Examination will be compensated for **traveling** in accordance with Article 18.8 and Appendix 3 and will be granted an appropriate meal allowance in accordance with Article 19.2.

ARTICLE 17

Annual Vacation

- 17.1** The period of vacation with pay to be allowed shall be based on the length of service with the Company and on the number of working days available (not laid off) during the previous calendar year and shall be calculated as follows:
- (a) Employees who, at the beginning of the calendar year, are not qualified for vacation under clause (b), shall be entitled to one working day's vacation with pay for each **25** working days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of ten (10) working days until qualifying for further vacation.
 - (b) Subject to the provisions of Note 1 below, employees who, at the beginning of the calendar year, have maintained a continuous employment relationship for at least three (3) years and have completed at least **750** days of cumulative compensated service, shall have their vacation scheduled on the basis of one (1) working day's vacation with pay for each **16-2/3** days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (15) working days; in subsequent years, they will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under clause (c) of Article 17.1.

Note 1: Employees covered by clause (b) of Article 17.1 will be entitled to vacation on the basis outlined therein if on their fourth or subsequent service anniversary date they achieve 1,000 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in clause (a) of Article 17.1. Any vacation granted for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If

such employees leave the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

- (c)** Subject to the provisions of Note 2 below, employees who, at the beginning of the calendar year, have maintained a continuous employment relationship for at least nine (9) years and have completed at least 2,250 days of cumulative compensated service, shall have their vacation scheduled on the basis of one (1) working day's vacation with pay for each 12-1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of twenty (20) working days; in subsequent years, they will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under clause (d) of Article 17.1.

Note 2: Employees covered by clause (c) of Article 17.1 will be entitled to vacation on the basis outlined therein if on their tenth or subsequent service anniversary date they achieve 2,500 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in clause (b) of Article 17.1. Any vacation granted for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If such employees leave the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

- (d)** Subject to the provisions of Note 3 below, employees who, at the beginning of the calendar year, have maintained a continuous employment relationship for at least nineteen (19) years and have completed at least 4,750 days of cumulative compensated service, shall have their vacation scheduled on the basis of one (1) working day's vacation with pay for each ten (10) days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of twenty-five (25) working days; in subsequent years, they will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under clause (e) of Article 17.1.

Note 3: Employees covered by clause (d) of Article 17.1 will be entitled to vacation on the basis outlined therein if on their twentieth or subsequent service anniversary date they achieve 5,000 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in clause (c) of Article 17.1. Any vacation granted for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If such employees leave the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

- (e)** Subject to the provisions of Note 4 below, employees who, at the beginning of the calendar year, have maintained a continuous

employment relationship for at least twenty-eight (28) years and have completed at least 7,000 days of cumulative compensated service, shall have their vacation scheduled on the basis of one (1) working day's vacation with pay for each 8-1/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of thirty (30) working days.

Note 4: Employees covered by clause (e) of Article 17.1 will be entitled to vacation on the basis outlined therein if on their twenty-ninth or subsequent service anniversary date they achieve 7,250 days of cumulative compensated service; otherwise their vacation entitlement will be calculated as set out in clause (d) of Article 17.1. Any vacation granted for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If such employees leave the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

Note 5: In the application of clauses (d) and (e) of Article 17.1, employees who are entitled to more than four (4) week's annual vacation will be permitted to take a maximum of four (4) weeks' vacation during the period June 01 to September 15, both dates inclusive, of any year.

- (f) In the application of clause (e), the Company will have the option of:
 - (i) Scheduling employees for five (5) week's vacation with the employees being paid for the sixth week at pro rata rates; or
 - (ii) Splitting the vacation on the basis of five (5) weeks and one week.
- (g) RTCs with less than four (4) year's cumulative service shall be allowed one (1) working day's vacation for each 16-2/3 working day's cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen (15) working days.

17.2 A year's service is defined as 250 days of cumulative compensated service.

17.3 Employees who, due to sickness or injury, are unable to take or complete their annual vacation in that year shall, at their option, have the right to have such vacation carried to the following year.

17.4 Employees who are entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule employees' scheduled vacation dates, they shall be given at least fifteen (15) working days' advance notice of such rescheduling and will be paid at the rate of time and one-half their regular rate of wages for all work performed during the scheduled

vacation period. The rescheduled vacation with pay to which they are entitled will be granted at a mutually agreed upon later date. This Article 17.4 does not apply where rescheduling is a result of employees exercising their seniority to a position covered by another vacation schedule.

- 17.5** Provided employees render compensated working service in any calendar year, time off duty account bona fide illness, injury, **authorized** pregnancy leave, to attend committee meetings, called to court as a witness, or for uncompensated jury duty, not exceeding a total of **100** days in any calendar year, shall be included in the computation of service in that year for vacation purposes.
- 17.6** Employees who, while on annual vacation, become ill or injured, shall have the right to terminate (temporarily) their vacation and be placed on weekly indemnity. Employees who are again fit for duty shall immediately so inform the Company officer in charge and will continue their vacation if within their scheduled dates. If the remaining vacation falls outside the employees' scheduled dates, such vacation will be **re-scheduled** as may be mutually agreed between the proper officer of the Company and the **authorized** Local Chairperson.
- 17.7** Employees will be compensated for vacation at the rate of pay of their established positions except that Spare or Pool employees will be compensated at the rate of pay of the position which they are filling at the time vacation are taken or if not working at such time, at the rate of pay of the position last worked prior to being allowed vacation.
- 17.8** Employees terminating their employment for any reason at a time when an unused period of vacation with pay stands to their credit shall be allowed vacation calculated to the date of leaving the service, as provided for in Articles 17.1, 17.2, 17.3, and 17.4 and, if not granted, shall be allowed pay in lieu thereof.
- 17.9** Left blank intentionally.
- 17.10** Employees who have become entitled to a vacation with pay shall be granted such vacation within a twelve (**12**) month period immediately following the completion of the calendar year of employment in respect of which they became entitled to vacation.
- 17.11** Effective January 1, 1999 preference will be given to applications filed between the month of December of each preceding year and January 31 inclusive of the year for which vacation is booked. Employees failing to file for vacation within the above mentioned time period will have their vacation allotted to them in accordance with Company requirements. Separate vacation lists will be issued for **RTC's** and **RTC's** level **4**. Vacation periods will be allotted in order of

bargaining unit seniority of applicants. Receipt of all applications for vacation will be acknowledged in writing by the Manager - RTCC and applicants will be advised by February 28th of dates allotted to them. Unless otherwise mutually agreed, employees must take their vacation at the time allotted. A list of allotted vacation dates will be supplied to the Local Chairperson at the end of February,

This will not preclude the Company from assigning vacation prior to March 1.

- 17.12** Unless otherwise mutually agreed, employees who do not apply for vacation prior to January 1st shall be required to take their vacation at a time to be prescribed by the Company.
- 17.13** The vacation periods will be spread over the year but as many as possible will be granted vacation during the summer season. Should the allotted date of employees' vacation be changed they will be given as much advance notice as possible of the new allotted date.
- 17.14** Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employees' previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

ARTICLE 18

Exemptions & Special Allowances

- 18.1** Employees will not be required to:
- shovel snow
 - scrub, clean and/or disinfect offices and out-buildings
 - put on storm windows, storm doors or porches or remove same on office buildings
 - perform other work not incidental to the usual work of an employee governed by this Agreement
- 18.2** Swing employees may be required to travel within reasonable limits without compensation therefore.
- 18.3** Consideration will be given to making an allowance to employees who are required to handle ground switches, each case to be dealt with on its merits. The amount of such allowance shall be agreed upon between the proper officer of the Company and the National President and compensation shall be effective from the date the matter is first taken up in writing.

- 18.4** RTCs will not be required to do clerical work that will interfere with the proper handling of their duties, nor will they be required to issue General Bulletin Orders to personnel who are not qualified by the Company in the Canadian Rail Operating Rules.
- 18.5** Employees will not be required to call crews, except by telephone, or such members of crew as live within one (1) mile of office; in cases of emergency this limit may be exceeded.
- 18.6** Employees called outside of regular hours to perform any work under Articles 18.1 to 18.5 inclusive, will be compensated **therefor** under the provisions of Article 12.
- 18.7** Nothing in this Article 18 will relieve employees from their responsibilities under the operating rules.
- 18.8** When privately-owned automobiles are used by employees to travel between work locations, or from their headquarters to a work location, such employees, who receive prior authority from the Manager - RTCC, will be reimbursed 28 cents per kilometer or if **traveling** by bus will be reimbursed the cost of bus fare. In order to qualify for allowance, employees must carry appropriate insurance for the operation of their automobile. Allowance paid will be actual kilometers driven via the most direct route but will not exceed the distance by road between work locations, the headquarters and the work location, or the employees' residence and the work location, whichever is less.
- 18.9** Employees prevented from completing a shift due to a bona-fide injury sustained while on duty will be paid for their full shift at straight time rates of pay, unless the employees receive Worker's Compensation benefits for the day of the injury in which case the employees will be paid the difference between such compensation and payment for their full shift.
- 18.10** Spare or Pool RTCs level 4 and permanent unassigned RTCs receiving accommodation and/or meal allowance may elect or may be required to vacate their accommodation on rest days and receive kilometric allowance provided:
- (i)** they have received prior **authorization** from the Manager - RTCC, and
 - (ii)** they vacate the accommodation after advising the management of the hotel, motel, etc.; and
 - (iii)** they are available for duty for the first working day after their rest days.

The payment allowed shall be the kilometric allowance between the work location and the employees' residence and return via the most direct route. The payment shall not exceed the total meal allowance and/or accommodation cost which would have been incurred by remaining at the work location during the rest days. It is understood that the Manager - RTCC may require the accommodation be retained and if so only the meal allowance will be used in calculating the payment. This payment shall not apply when travel allowance is paid.

- 18.11** When employees are required to use accommodations at specific hotels or motels, the Company will, when practicable, enter into a direct billing arrangement with such establishments. It is understood that the employee remains responsible to pay any other costs or charges directly.

ARTICLE 19

Relief Work

- 19.1** The headquarters of employees will be determined in the following manner:
- (a)** The headquarters of employees holding swing assignments will be designated by the Manager - RTCC.
 - (b)** The headquarters of unassigned RTCs, will be the work location of their permanent assignment.
 - (c)** When RTCs level 4 are placed on the Spare or Pool Lists, their headquarters will be the office of the Manager - RTCC unless the occupied station closest to the residence of the Spare or Pool RTC level 4 is designated as their headquarters by the Manager - RTCC.
- 19.2** Employees, referred to in Article 19.1, who are unable to return to their headquarters on any day and lodging is not provided at Company expense, shall be reimbursed for actual reasonable expenses that they incur for lodging. The Company will designate the lodging which is to be used. Employees unable to return to their headquarters on any day will receive a meal allowance of \$30.00 for each such day. Reimbursement will be made through submission of expense accounts to the Manager - RTCC and receipts for accommodation will be required.
- 19.3** Swing RTCs, working between two (2) or more points will, upon production of receipts, be allowed traveling expenses, meals and berths between offices.

- 19.4** Employees filling a regular relief assignment will be compensated at the rates of the positions on which employed, due regard being had to graded rates.
- 19.5** Employees taken from their assignment to relieve other employees will be paid the rate of the position relieved, but in no case less than the rate of pay of their assignment, and allowed actual necessary expenses on production of receipts if away from their headquarters or work location.
- 19.6** Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the employee or employees relieved.
- 19.7** All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days (subject to Article 13.5) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.
- 19.8** RTC level 4's Spare or Pool Lists will be maintained on each Manager - RTCC's Territory and RTC level 4s, while assigned to such lists, will be considered as in the service of the Company. A sufficient number of RTCs level 4 will be assigned to the RTC level 4 Spare or Pool Lists to take care of the normal requirements of the service, with a minimum of fifteen percent of the number of permanently assigned positions on the Manager - RTCC's Territory.
- 19.9** Spare or Pool RTCs level 4 performing a continuous series of relief without loss of time, except that necessitated in traveling from one point to another, will be paid not less than a day's pay for each calendar day from commencement of work on the first relief until completion of work on the last relief, except on the regularly assigned rest days of the employee being relieved. The rate of pay of the position to which they are traveling will apply on a day on which they perform no service other than traveling. Compensation will not be allowed for time occupied in traveling from headquarters to first relief or from last relief to headquarters. (Article 38.4 apply to a Spare or Pool RTCs level 4 transferring from one Manager - RTCC's Territory to another on the same Promotion District).
- (See Appendix 3, item 5)
- 19.10** If the senior Spare or Pool RTCs level 4 is not available when called for relief work, the next senior Spare or Pool RTCs level 4 on the spare or pool list will be called and will not be subject to displacement for the duration of the assignment by any senior Spare or Pool RTCs level 4 who was not available. RTCs level 4 who are not available when called to work are not entitled to any claim or guarantee for that calendar day.

ARTICLE 20

Free Transportation and Leave of Absence

- 20.1** Employees serving as representatives of employees will be given leave of absence and furnished free transportation in accordance with pass regulations for such purpose. Employees will be accorded the same privileges for the purpose of attending their meetings when it is possible to grant same without inconvenience or additional expense to the Company.
- 20.2** Employees shall, at the discretion of the Company, be granted leave of absence not to exceed three (3) months, permission to be obtained in writing. Unless employees so furloughed report for duty on or before expiration of such furlough their names will be taken from the seniority list and if they return to work thereafter, such employees shall rank as new employees, provided, however, such furlough may be extended by application in writing to the proper officer in ample time to receive permission or return to duty at the expiration of leave, or absolute proof furnished as to bona fide sickness preventing such return.
- 20.3** Leave of absence under Article 20 shall not be granted for the purpose of engaging in work outside the Company service, except in cases involving sickness or other exceptional circumstances or when made the subject of mutual agreement between the proper officer of the Company and the National President. An appropriate form will be forwarded to the National President for approval in connection with request for leave of absence other than extended vacation for rest or pleasure trip or on account of sickness or injury.
- 20.4** The name of employees on authorized leave of absence shall be continued on the seniority list.
- 20.5** Employees, holding regular assignments, who are granted leave of absence for a school year for educational purposes, will be considered to have vacated their regular assignments and the vacancy thus created will be bulletined as a permanent vacancy.
- 20.6** RTCs returning from leave of absence granted for educational purposes will be assigned to the Permanent Unassigned Board and RTCs level 4 returning from leave of absence granted for educational purposes will be assigned to the Spare or Pool list. Should they subsequently apply for and be awarded a permanent position they will not be eligible for leave of absence for educational purposes for a period of twelve (12) months from date of appointment to such permanent position.

20.7 Employees will be granted free transportation for themselves and dependent members of their families in accordance with the pass regulations of the Company.

20.8 Regular positions of employees on **authorized** leave in accordance with Company Policy will be bulletined as temporary vacancies. Upon return from such leave, employees will revert to their regular positions.

ARTICLE 21

Bereavement Leave

21.1 Due to the death of a spouse, child, parent, brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandchild or grandparent, employees shall be entitled to three **(3)** days' bereavement leave without loss of pay provided they have not less than three **(3)** months' cumulative compensated service. It is the intent of this Article **21.1** to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of their regular wages for that period to employees to whom leave is granted.

Definition of Eligible Spouse

The person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible Employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section **2(1)** of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the Eligible Employee.

ARTICLE 22

Request for Help

22.1 Employees that claim to be overworked on their assignments will submit a statement to that effect to the Manager - **RTCC**. Such assignments will be reviewed within fifteen **(15)** days of receipt of such statement, and the Company will render a decision within fifteen **(15)** days thereafter. If the investigation shows that the statement is well founded, the condition will be corrected.

22.2 The Company will provide the necessary office equipment, when such equipment is required by the Company for the performance of any work.

ARTICLE 23

Permanent Unassigned Board

- 23.1.** The Company will establish and maintain an unassigned RTC's board in each Rail Traffic Control Centre for the purpose of providing relief. All positions on this board will be permanent positions. Employees will be utilized in accordance with the daily requirements of each office to provide relief such as vacation or sickness relief, assist in emergency situations, relief for meals, and any other duties within the scope of Agreement 7.1 as determined by the Manager - Rail Traffic Control Centre.
- 23.2** Any new positions on the Permanent Unassigned Board will be established as required by the Manager - Rail Traffic Control Centre under the provisions of Article 6.10 and 36.4 of Agreement 7.1. Any employees who become qualified as RTC level 1 to 3 will be assigned to the Permanent Unassigned Board.
- 23.3** RTC's on the unassigned board may be directed by the Manager - Rail Traffic Control Centre to perform relief work on Rail Traffic Control level 1 to 4 positions or vacancies.
- 23.4** In the event that all RTC's on the board are utilized on a particular day to provide relief for vacation or sickness, other relief will not be provided.
- 23.5** RTC's on the Permanent Unassigned Board will receive a guarantee of 80 hours (ten 8-hour shifts) on the basis of one pay period. The punitive rates of pay including those associated with working general holidays shall not be used in the computation of the guarantee.
- 23.6 a)** RTC's on the unassigned board will not have regular working hours.
- b)** Subject to scheduling requirements, employees on the Permanent Unassigned Board will have two consecutive rest days in every work week during which they will not be subject to call except under punitive overtime provisions. Should scheduling require a permanent unassigned board employee to work during their rest day period due to no other permanent unassigned board employees being available at pro-rata rates, the punitive overtime rate associated with working on such rest day will not apply.

Note: The provisions of paragraph 23.6b) will not apply in circumstances where employees have requested, in writing, to work through their rest days.

- c) Permanent unassigned board **RTC's** who have not received two consecutive rest days in their work week will not be scheduled to work more than 10 consecutive days.

23.7 **RTC's** on the unassigned board will be compensated at the rate level of the position they work, but in no case less than the **RTC** level 3 rate of pay.

23.8 **RTC's** on the unassigned board who miss a call will have their guarantee reduced by 8 hours for each calendar day in which the call is missed.

23.9 **RTC's** on the board will be required, in accordance with their seniority as **RTC's**, to protect all full time permanent vacancies. Appointment to such permanent vacancy shall be granted in accordance with seniority, however, should no **RTC** bid, including those assigned to the board, the junior **RTC** assigned to the board shall be appointed to such position. Employees who fail to protect these assignments will forfeit their group one seniority and their names will be removed from the group one seniority list.

23.10 All part time permanent vacancies, temporary vacancies and temporary new positions which it is known will exist for sixty (**60**) days or more will be offered on a voluntary basis to **RTCs** on the board. If there are no applications, the junior employee on the board will be assigned. Employees who fail to protect these assignments will forfeit their group 1 seniority and their names will be removed from the group 1 seniority list.

23.11 When **RTC** level 4 positions become vacant, they may be filled by a **RTC** on the unassigned board, pending occupancy by the successful applicant to the bulletin.

23.12 **RTC's** on the board not required at their home terminal may be required to protect **RTC** shortages in other offices for periods of up to three months. Shortage assignments will be offered on a voluntary basis, first on the Region, then on the Promotion District. If no applications are received, the junior **RTC** on the board at the terminal closest to the shortage will be assigned. Employees who fail to protect these shortages will not be entitled to a wage guarantee for the length of time, which they would have been required for the shortage. Employees protecting shortages in other offices will be entitled to expenses in accordance with the provisions of Articles **18.8**, **18.10** and **19.2**.

- 23.13** RTC's on the board not required at their home terminal may be required to protect RTC level 4 shortage on the Manager - Rail Traffic Control Centre's territory for periods of up to three months. Shortage assignments will be offered on a voluntary basis on the Manager - Rail Traffic Control Centre's Territory. If no applications are received, the junior unassigned RTC on the Manager - Rail Traffic Control Centre's Territory will be assigned. Employees who fail to protect these shortages will not be entitled to a wage guarantee for the length of time, which they would have been required for the shortage. Employees protecting these shortages will be entitled to expenses in accordance with the provisions of Articles 18.8, 18.10 and 19.2.
- 23.14** RTC's who hold regular level 1 to 3 positions will be permitted to apply for positions on the unassigned board. Up to a maximum of 20% of the unassigned board may be filled by regular assigned RTC's at the Change identified in Article 36.11.
- 23.15** Provided a minimum of three (3) hour's advance notice is received from an employee failing to protect their assignment, an employee on the Permanent Unassigned Board will be given a minimum of two (2) hour's advance notice prior to commencement of shift. Should an employee be called within such two (2) hour calling period, the employee may elect to request a full two hour call to report for duty and such employee may be required to perform eight hours of work.
- 23.16** It is agreed that both parties will cooperate to facilitate the application of the unassigned RTC's board,
- 23.17** The provisions of Article 23 will override any other provisions in Agreement 7.1 to the contrary.

ARTICLE 24

Rates of Pay

24.1 The rates of pay covering positions in Seniority Groups 1 and 2 as referred to in Article 5.1 are as follows:

RTCs level 1 to 4

a) HIRED PRIOR TO MARCH 1, 1988

	Jan 1/98 \$	Jan 1/99 \$	Jan 1/2000 \$
LEVEL 1			
STEP 1	983.26	1002.93	1022.99
STEP 2	1022.57	1043.02	1063.88
STEP 3	1095.27	1117.18	1139.52
LEVEL 2			
STEP 1	963.24	982.50	1002.15
STEP 2	1001.76	1021.80	1042.24
STEP 3	1072.98	1094.44	1116.33
LEVEL 3			
STEP 1	943.22	962.08	981.32
STEP 2	980.94	1000.56	1020.57
STEP 3	1050.67	1071.68	1093.11
LEVEL 4			
	798.47	814.44	830.73

b) EMPLOYEES HIRED ON OR AFTER MARCH 1, 1988

	Jan 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
LEVEL 1			
00-07 MO	930.98	949.60	968.59
08-14 MO	985.74	1005.46	1025.57
15-21 MO	1040.51	1061.32	1082.54
GT 21 MO	1095.27	1117.18	1139.52
LEVEL 2			
00-07 MO	912.03	930.27	948.88
08-14 MO	965.68	985.00	1004.70
15-21 MO	1019.33	1039.72	1060.51
GT 21 MO	1072.98	1094.44	1116.33
LEVEL 3			
00-07 MO	893.07	910.93	929.14
08-14 MO	945.60	964.51	983.80
15-21 MO	998.14	1018.10	1038.45
GT 21 MO	1050.67	1071.68	1093.11
LEVEL 4			
00-07 MO	678.70	692.27	706.12
08-14 MO	718.62	733.00	747.66
15-21 MO	758.55	773.72	789.19
GT 21 MO	798.47	814.44	830.73

AGENT

a) HIRED PRIOR TO MARCH 1, 1988

	Jan 1/98 \$	Jan 1/99 \$	Jan 1/2000 \$
	930.96	949.58	968.57

b) EMPLOYEES HIRED ON OR AFTER MARCH 1, 1988

	Jan 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
00-07 MO	791.32	807.14	823.28
08-14 MO	837.86	854.62	871.71
15-21 MO	884.41	902.10	920.14
GT 21 MO	930.96	949.58	968.57

Staff RTCs - Level 4 (Except Montreal)

a) HIRED PRIOR TO MARCH 1, 1988

	Jan 1/98 \$	Jan 1/99 \$	Jan 1/2000 \$
	798.47	814.44	830.73

b) EMPLOYEES HIRED ON OR AFTER MARCH 1, 1988

	Jan 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
00-07 MO	678.70	692.27	706.12
08-14 MO	718.62	733.00	747.66
15-21 MO	758.55	773.72	789.19
GT 21 MO	798.47	814.44	830.73

**Staff RTCs - Level 4 (Montreal)
(Former Staff Operator position)**

a) HIRED PRIOR TO MARCH 1, 1988

	Jan 1/98 \$	Jan 1/99 \$	Jan 1/2000 \$
	837.42	854.17	871.25

b) EMPLOYEES HIRED ON OR AFTER MARCH 1, 1988

	Jan 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
00-07 MO	711.81	726.04	740.56
08-14 MO	753.68	768.75	784.13
15-21 MO	795.55	811.46	827.69
GT 21 MO	837.42	854.17	871.25

STAFF RTCs - LEVEL 3

a) HIRED PRIOR TO MARCH 1, 1988

	Jan 1/98 \$	Jan 1/99 \$	Jan 1/2000 \$
STEP 1	938.23	956.99	976.13
STEP 2	975.74	995.25	1015.16
STEP 3	1045.10	1066.00	1087.32

b) EMPLOYEES HIRED ON OR AFTER MARCH 1, 1988

	Jan 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
00-07 MO	888.34	906.10	924.22
08-14 MO	940.59	959.40	978.59
15-21 MO	992.85	1012.70	1032.95
GT 21 MO	1045.10	1066.00	1087.32

RTCs - LEVEL 3 (Second Narrows Bridge)

a) HIRED PRIOR TO MARCH 1, 1988

	Jan 1/98 \$	Jan 1/99 \$	Jan 1/2000 \$
	1006.08	1026.20	1046.72

b) EMPLOYEES HIRED ON OR AFTER MARCH 1, 1988

	Jan 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
00-07 MO	855.17	872.27	889.71
08-14 MO	905.47	923.58	942.05
15-21 MO	955.78	974.89	994.38
GT 21 MO	1006.08	1026.20	1046.72

24.2

- (a)** Employees on step rates and hired **prior to March 1, 1988**, shall be paid the next higher rate after having actually performed 180 working shifts cumulative service in the respective or superior classification.
- (b)** Employees on starting rates hired **on or after March 1, 1988**, shall be paid the next higher rate after having performed 147 working shifts of compensated service. Each 7 months of compensated service equates to 7 X 21 working days = 147 working days of compensated service.

Note: The provision of Article **24.2 (b)** will replace all existing step rate provisions for employees hired on or after March 1, 1988.

ARTICLE 25

Investigation and Discipline

Informal Investigation

- 25.1** Subject to the provisions of Article 25.5 (b), minor incidents will be handled without the necessity of a formal investigation.
- 25.2** Such incidents will be investigated as quickly as possible by a proper officer(s) of the Company and subsequently reviewed with the employee(s) concerned.
- 25.3** In cases where the assessment of discipline is warranted, employees will be advised in writing within twenty **(20)** calendar days from the date the incident is reviewed with them except as otherwise mutually agreed.

25.4 From the time of notification of the conclusions reached by the Company, or the discipline assessed, employees will advise the proper officer of the Company within seventy-two (72) hours of such notification:

- (a) that they accept the conclusions reached by the Company and the discipline assessed; or
- (b) that they are not in accord with the conclusions reached by the Company and request a formal investigation under the procedures set forth in Articles 25.5, 25.6 and 25.7; or
- (c) that they accept the conclusions reached by the Company but may initiate an appeal of the discipline in accordance with the grievance procedure.

Formal Investigation

25.5 A formal investigation will be held:

- (a) in the case of employees committing an alleged dismissible offence;
- (b) when employees are alleged to have committed a minor offence where the seriousness of such offence might warrant discipline to the extent that, when added to their current record, could result in discharge for accumulation of demerit marks;
- (c) when employees are alleged to have been involved in a major incident;
- (d) when employees are involved in an incident where the need for information and appropriate documentation is required by order, regulation or Company requirements.

25.6 If required to attend a formal investigation:

- (a) Employees will be properly notified in writing at least twenty-four (24) hours prior to the investigation. The notice will outline the incident under investigation. If mutually agreed upon between the employees and a proper officer of the Company, verbal notification may be given in which case the Company will also provide a written notice prior to the commencement of the investigation.
- (b) Off duty time will be used as far as practicable.

- (c) Employees may have an accredited representative appear with them at the investigation. At the outset of the investigation, employees will be provided with a copy of all of the written evidence as well as any oral evidence which has been recorded and has a bearing on their responsibility. Employees and their accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Company Officers where necessary) whose evidence may have a bearing on their responsibility. The questions and answers will be recorded and employees and accredited representative will be furnished with a copy of the statement.

25.7 If corrective action is to be taken, employees will be so notified in writing of the Company's decision within twenty (20) calendar days from the completion of the employees' investigation unless as otherwise mutually agreed. Such notification will be given at the same time or after employees have been personally interviewed by the appropriate Company officer(s) unless employees are otherwise unavailable.

General

25.8 Employees will not be held out of service pending investigation unless:

- (a) the circumstances of the incident are such that there is reason to believe that employees' continued performance on the job could constitute a hazard to themselves, other persons or the operations;
- (b) the offence with which charged is of a nature which could result in suspension or dismissal;
- (c) it is essential to carrying out the investigation.

25.9 Employees who are held out of service while under investigation, except in cases where the offence with which charged is of a nature which results in suspension or dismissal, will be paid for any loss of regular earnings. Suspension or dismissal will commence from the date employees are removed from service.

25.10 Investigating officers will be individuals who are in the best position to develop all of the relevant facts provided they are not emotionally involved with the incident, except as mutually agreed.

- 25.11** An appeal against discipline imposed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, employees will be paid eight (8) hours for each twenty-four (24) hours for the time held out of service at the rate for the position in which last employed, exclusive of any amount earned in other employment.
- 25.12** In the event employees are required to travel to another location (not considered part of their headquarters to attend an investigation and no responsibility is attached to them, they will be paid actual reasonable expenses associated with attending such investigation.
- 25.13** When employees are assessed discipline for a violation of operating rules, the Company will ensure that such employees have a proper understanding of the rule(s) so violated.

ARTICLE 26

Deduction of Dues

- 26.1** The Company shall deduct on the payroll for the last pay period of each month from wages due and payable to each employee coming within the scope of this Agreement an amount equivalent to the uniform monthly union dues, subject to the conditions and exceptions set forth hereunder. (The pay period containing the 24th day of the month will be designated as the last pay period of the month).
- (a)** The amount to be deducted shall be equivalent to the uniform, regular dues payment of the **Organization** and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform with a change in the amount of regular dues of the **Organization** in accordance with its constitutional provisions. The provisions of this Article 26 shall be applicable on receipt by the Company of notice in writing from the **Organization** of the amount of regular monthly dues.
 - (b)** Deduction of dues will be made in accordance with the provisions of Article 26 unless employees have been permanently promoted to a position of a supervisory or confidential nature, in which case such employees shall be exempted from dues deduction.
 - (c)** Membership in the **Organization** shall be available to any employees eligible under the constitution of the **Organization** on payment of the initiation or reinstatement fees uniformly required of all other such

applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

- (d)** Deductions shall commence on the payroll for the first pay period which contains the **24th** day of the month.
- (e)** If the wages of employees payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employees by the Company in such month. The Company shall not, because they did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- (f)** Employees filling positions coming within the scope of more than one **(1)** Wage Agreement in the pay period in which deduction is made shall have dues deducted for the **Organization** holding the Agreement under which the preponderance of their time is worked in that period. Not more than one **(1)** deduction of dues shall be made from any employee in any month.
- (g)** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- (h)** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the **Organization**, as may be mutually agreed by the Company and the **Organization**, not later than forty **(40)** days following the pay period in which the deductions are made.
- (i)** The Company shall not be responsible financially or otherwise, either to the **Organization** or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from employees' wages, the Company shall adjust it directly with them. In the event of any mistake by the Company in the amount of its remittances to the **Organization**, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article **26** shall terminate at the time it remits the amounts payable to the designated **officer** or officers of the **Organization**.

- (j) The question of what, if any, compensation shall be paid the Company by the **Organization** in recognition of services performed under this Article 26 shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

- (k) In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 26.1, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the **Organization** counsel fees are incurred these shall be borne by the **Organization**. Save as aforesaid, the **Organization** shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 27

Health and Welfare

- 27.1** Health and welfare benefits will be provided for employees covered by this Agreement in accordance with the Supplemental Agreement governing the "Benefit Plan for Employees of Canadian Railways" as amended from time to time.

ARTICLE 28

Employment Security and Income Maintenance Plan

- 28.1** The provisions of the Employment Security and Income Maintenance Plan dated June 1, 1995, will apply to employees covered by this agreement.

ARTICLE 29

Transfer of Work

- 29.1** When through an unusual development it becomes necessary to transfer work from a seniority district to another seniority district, not more than a sufficient number of employees to perform such work shall, in seniority order, be given the opportunity to transfer, carrying their seniority rights with them. The proper officer of the Company and the National President shall cooperate to determine the number of employees who shall transfer.
- 29.2** Employees who transfer under this provision shall after **90** calendar days lose their seniority on the seniority district they left.

ARTICLE 30

Life Insurance Upon Retirement

- 30.1** Employees who retire from the service of the Company subsequent to March 1, 1988, will, provided they are fifty-five (**55**) years of age or over and have not less than ten (**10**) years' cumulative compensated service, be entitled, upon retirement, to a **\$5,000** life insurance policy, fully paid up by the Company.

ARTICLE 31

Jury Duty

- 31.1** Employees who are summoned for jury duty and are required to lose time from their assignment as a result thereof, shall be paid for actual time lost with a maximum of one (**1**) basic day's pay at the straight time rate of their position for each day lost, less the amount allowed them for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:
- (a)** Employees must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (b)** The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty (**60**) days in any calendar year.
 - (c)** No jury duty pay will be allowed for any day for which employees are entitled to vacation or general holiday pay.

(d) Notwithstanding the provisions contained in the last sentence of paragraph (c) above employees' annual vacation will, if they so request, be rescheduled if it falls during a period of jury duty.

31.2 Employees who have been allotted their vacation dates will not be required to change their vacation because they are called for jury duty.

ARTICLE 32

Shift Differentials

32.1 Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of 45 cents per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of 50 cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

ARTICLE 33

Printing of Agreements

33.1 The Company will undertake the responsibility for the printing of Agreements as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

ARTICLE 34

Dental Plan

34.1 Dental Plan benefits will be provided for employees covered by this Agreement in accordance with the Dental Plan Agreement dated July 25, 1986, as revised or amended from time to time.

ARTICLE 35

Seniority Status

35.1 Subject to the provisions of clause (a) of Article 35.1, the name of employees who have been or are promoted from a position covered by this agreement to an official or any other position with the company not covered by a Collective Agreement or who become a representative of the employees, shall be continued on the seniority list and shall continue to retain and accumulate seniority while so employed. Such employees while employed on a position not covered by any Collective Agreement may apply for a position bulletined under this Agreement and being the successful applicant must commence work on the position to which appointed within thirty (30) days from date of appointment unless prevented by illness or other cause for which bona fide leave of absence has been granted and shall continue to occupy a position covered by this Agreement for at least ninety (90) days.

- (a) Employees promoted to a permanent non-scheduled, official or excluded position within the Company subsequent to July 1, 1978, shall continue to accumulate seniority on the seniority list from which promoted for a period of two (2) consecutive years. Following this two (2) years' period in such capacity, such employees shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of promotion.

Note: Effective December 1, 1992, employees affected by the provisions of this Article 35.1 (a) will recommence accumulating seniority from that date. Any employees promoted on or after December 1, 1992, will continue to accumulate seniority and the provisions of this Article 35.1 (a) will not be applicable.

35.2 In the event of either being released (except by dismissal) from a position referred to in Article 35.1 or in the case of employees desiring voluntarily to demote themselves to a position covered by this Collective Agreement, such employees must exercise seniority on the Manager - RTCC's Territory from which promoted and seniority being sufficient, may displace the junior regularly assigned RTC in the highest seniority group in which they hold seniority, provided they do so and commence work within thirty (30) days from date of such release, unless prevented by illness or other cause for which leave of absence is granted. A full time representative of the employees will be allowed to exercise seniority onto the position protected under the provisions of Article 36.18

35.3 Employees failing to comply with the provisions of Articles 35.1 and 35.2 will forfeit their seniority and their names will be removed from the list(s).

- 35.4** Student RTCs will be appointed on each Manager - RTCC's Territory in accordance with Article 36.4, and if considered suitable for training candidates will be selected in the order of their Group 2 seniority.
- 35.5** Regularly assigned RTCs who bid on a position in a lower group will forfeit their seniority rights as RTCs. A regularly assigned RTC who forfeits seniority as a RTC under this Article 35.5 may not be considered for Student RTC selection during the two year period following the date of forfeiture of seniority unless otherwise agreed between the proper Company officer and the National President.
- 35.6** The order of promotion will be from RTC level 4 to Permanent Unassigned RTC and from Permanent Unassigned RTC to Permanent Assigned RTC .
- 35.7** Employees who have become physically or mentally unfit to perform the duties to which assigned may, with the concurrence of the proper officer of the Company and the National President, exchange positions with another employee on the same Seniority and Promotion District holding a position which the disabled employee is qualified for and able to perform. Disabled employees placed on a position shall not be displaced by other able bodied employees so long as they remain on that position except when senior employees are otherwise unable to hold a position within their seniority group.

(See Appendix 7)

ARTICLE 36

Bulletining and Filling Positions

36.1 In the application of Article 36, sub paragraphs 36.1, 36.2, 36.5 and 36.6, the following modifications will apply and supercedes any article in this agreement to the contrary:

Vacancy	Allowable Moves
Over 60	RTC's may bid a 10 to 60 vacancy. When completed they must return to their permanent regular assignment.
10 - 60	<p>RTC's must complete the vacancy and protect associated rest days. When completed they will be permitted to exercise the following options:</p> <ol style="list-style-type: none"> 1. assume a new temporary vacancy of over 60 day vacancy; or, 2. assume a new 10 - 60 day temporary vacancy; or, 3. assume a new 5 - 9 day temporary vacancy; or, 4. return to their permanent regular assignment. <p>With respect to options 1 and 2 above, the resultant vacancies will be bulletined if applicable. With respect to option 3 above, the resultant vacancy will only be protected by employees assigned to the permanent unassigned board.</p>
5 - 9	<p>RTC's must complete the vacancy and protect associated rest days. When completed they will be permitted to exercise the following options:</p> <ol style="list-style-type: none"> 1. assume a new over 60 day temporary vacancy; or, 2. assume a new 10 - 60 day temporary vacancy; or, 3. assume a new 5 - 9 day temporary vacancy; or, 4. return to their permanent regular assignment. <p>With respect to the above mentioned options all subsequent vacancies will be protected by the permanent unassigned board.</p>

All known temporary vacancies less than 60 days, will be advertised each Wednesday prior to 16:00 hours local time. Applications will be received up to 12:00 hours each Friday. The onus will be on the employees concerned to familiarize themselves with the advertised positions. It is understood that RTC's bidding the 5 to 9 day temporary vacancies must be in a position to protect on the day the vacancy takes effect.

RTC's must be familiar and qualified to perform the duties before bidding 5 to 9 day vacancies. No training or familiarization will be provided.

- 36.2** Left blank intentionally.
- 36.3** RTCs level 4 holding a regular assignment between two **(2)** or more offices will, on appointment, select one **(1)** of such offices in which to exercise seniority on temporary vacancies. Where the incumbent of a swing assignment exercises such rights, the senior **RTC** level 4 in either or any of the offices may exercise seniority on such vacancy.
- 36.4** Bulletins calling for student **RTCs** will be issued sufficiently in advance to allow for handling of appeals, if required. Unless awarded in the interim, such bulletins will be **re-bulletined** at the expiration of ninety **(90)** days. This ninety **(90)** days period may be extended by mutual agreement between the proper Company Officer or delegate and the National President or delegate.
- (a)** Student **RTC** positions will be bulletined by the proper Company Officer to employees on each Manager - **RTCC's** Territory on the system. The bulletin will specify the Manager - **RTCC's** Territory on which Student **RTCs** are required.
 - (b)** Only applicants afforded Group 1 seniority under the provisions of Article 6.21 will be accepted.
 - (c)** When suitable applicants to the bulletin can be found on the Promotion District, they will be appointed from that Promotion District based on their qualifications and Group 2 seniority.
 - (d)** When suitable applicants for student **RTCs** cannot be found on the Promotion District, applications from the other Promotion Districts will be considered. Appointments to such positions will be based on their qualifications and Group 2 seniority. Appointments will be subject to appeal under the provisions of Article 9 within ten **(10)** days of being bulletined.
 - (e)** When suitable student **RTCs** cannot be found by the application of Clause **(c)** and **(d)** of Article **36.4**, other employees may be transferred to, or the Company may hire for, the classification of student **RTCs**.
 - (f)** Employees hired subsequent to December **1, 1992**, shall be required to apply on all bulletins calling for student **RTCs** on their Promotion District. Employees covered under this Clause **(f)** who fail to apply on student

RTC bulletins or fail to qualify as **RTCs**, will have their services dispensed with.

Note: In the application of Clauses **(c)**, **(d)**, and **(f)** of Article **36.4**, Promotion Districts 5 (Prairie) and 6 (Mountain) will be considered as one Promotion District.

(g) Employees appointed in accordance with clause **(a)** of Article **36.4** to qualify as Student **RTCs** will be allowed for each day that they are required to remain away from their home station while qualifying, expenses as provided in Article **19.2**. This Clause **(g)** of Article **36.4** will not apply when meals and lodging are furnished or paid for by the Company.

(h) Employees who are successful applicants on bulletins calling for Student **RTCs** will be considered Trainee **RTCs** in accordance with Article 6 until they are qualified to be **RTCs**.

36.5 A temporary vacancy or a temporary position which is know to exist for sixty (60) days or more will be bulletined to the **RTCs** on the Manager **RTCC's** Territory concerned and will be filled by the senior qualified applicant. Except as provided in Article **37.1**, **RTCs** filling a temporary assignment under this Article **36.5** will not be subject to displacement.

36.6 Employees holding a regular assignment who bid for and are appointed to a temporary position or temporary vacancy will be protected on their regular assignment. Such employees, as well as spare or pool **RTCs** level **4**, must complete their vacancy assignment before being awarded another bulletined temporary vacancy or temporary position.

36.7 **RTCs** level 4 permanent vacancies will be bulletined to the employees on the applicable Seniority and Promotion District.

36.8 Should a permanent vacancy occur in a position, the abolition of which is under consideration, such vacancy will be bulletined as temporary until a decision is reached as to whether or not the position will be abolished. If it is decided to continue the position, it will be bulletined as a permanent vacancy.

36.9 Notwithstanding anything contrary in this Agreement, permanent vacancies and new permanent positions for **RTCs** on Seniority Districts 3 and 4 will be bulletined to the **RTCs** on both Districts. Permanent vacancies and new permanent positions for **RTCs** on Seniority Districts 5 and 6 will be bulletined to the **RTCs** on both Districts. **RTCs** who bid from one Promotion District to another will transfer both their Group 2 and Seniority rights, and will be permitted to exercise displacement rights or perform spare or pool work only on the Promotion District to which assigned.

36.10 A new permanent position or permanent vacancy for **RTCs** level 4 on a Seniority and Promotion District will be bulletined to the employees on such District.

36.11 On Seniority Districts numbers 3 and 4, at the beginning of April and October and on Seniority District Numbers 5 and 6, at the beginning of February, or when permanent vacancies occur, or when there is a permanent change in **RTC** personnel in any office, the **RTCs** in such office will have the choice of positions in order of their seniority. Such choice of positions is to be effective at the start of the first pay period following the selection of positions. Article 13.4 will govern choice of rest days at the beginning of February, April and October. **RTCs** absent through illness or assigned to other duties at the time selections are made, will be allowed to make their declaration upon their return. **RTCs** whose annual vacation overlaps with a time of a change, must signify their intentions prior to leaving. Failure to do so will result in the employee being assigned to a position.

Note: In the application of this Article on Seniority District numbers 5 and 6 (Prairie and Mountain Regions), this Article will be applied only if both the Manager **RTCC** and the Local Chairperson agree to do so.

36.12 Bulletins covering temporary new positions and temporary vacancies of a duration of sixty (60) days or more will be issued on Wednesday of each week. Applications must reach the office of the Manager - **RTCC** not later than Monday of the following week. A copy of the application must be forwarded to the Local Chairperson by the employees. Bulletins covering appointments showing the seniority date of the appointee will be issued on the following Wednesday.

36.13 Bulletins covering permanent new positions, permanent positions and student **RTC** positions will be issued by circular on the 10th and 25th day of each month and mailed to all offices and centres concerned. Should such day fall on Saturday, Sunday or a legal holiday, bulletins will be issued the following day. Applications must reach the office of the proper Company officers not later than ten (10) days from the date of the bulletin. Copies of such applications must be forwarded to the Local Chairperson. The next bulletin issued will contain the appointments and show the seniority date of the appointee, unless circumstances make it impracticable to do so.

36.14 Bulletins will be numbered consecutively beginning with the first of the year, and will show location, title and rate of pay. The onus of obtaining bulletins will be on employees concerned. Copies of bulletins will be furnished to each concerned office. The National Office and Local Chairperson will also be furnished copies of bulletins in the application of Article 36.13.

36.15 Except as provided in Article **36.4**, appointments will be made by the proper Company Officer based on qualifications and seniority; qualifications being equivalent, seniority will govern. Appointments will be subject to appeal under the provisions of Article 9 within ten (**10**) days of the appointments being posted.

36.16 **RTCs** who have applied for a position may cancel their application by message on or prior to the closing date of the bulletin and will not be permitted to withdraw such cancellation. They must furnish a copy of cancellation of application to the Local Chairperson. An **RTC** vacating a position will not be permitted to bid on such position until it again becomes vacant.

36.17 **RTCs** who, through no fault of their own, are not permitted to take over a position to which appointed within thirty (**30**) days from the date of appointment by bulletin will be paid the rate of the position to which appointed if higher than the rate of the position they are filling and allowed reasonable actual expenses upon production of receipts.

36.18 The assignment held by an **RTC** granted leave of absence to act as a full-time representative of the employees will, subject to the approval of the Regional Vice-President, be protected during period of such leave, but during this period the employees concerned will be allowed to bid on other positions.

36.19 **RTCs** temporarily promoted to official or excepted positions will have their regular assignments protected.

Note: In the application of Article **36.11** they will make their declaration upon return in the **RTCC**.

36.20 When the rates of pay of two or more **RTCs** level 4 are the same in any office, such **RTCs** level 4, except **RTCs** level 4 holding swing assignments, will be given choice of positions in order of their seniority when permanent vacancies occur, when there is a permanent change in the personnel or the starting time of a position is changed two (**2**) hours or more on positions carrying the same rate of pay.

36.21 Should no application be received on a bulletin for a permanent or temporary position, or temporary vacancy, the junior qualified spare or pool **RTC** level 4 may be assigned from the Manager - **RTCC's** Territory or the Region in that order and the same conditions will apply. The provisions of Article **19.2** will apply to an **RTC** assigned to a temporary position or temporary vacancy under the provision of this Article **36.21** for a period of up to, but not in excess of sixty (**60**) days.

- 36.22** RTCs level 4 who, after being appointed to a position and given a fair trial subsequently fail to qualify, will take their place on the spare or pool list, retaining their seniority rights.
- 36.23** On RTCs level 4 positions where qualifications are a prerequisite, the successful applicants' former position will not be bulletined until they are found to be qualified. Such vacancies will be filled from the RTCs level 4 spare or pool lists. If the applicants fail to qualify, they will return to their former position.
- 36.24** RTCs on a swing assignment a portion of which assignment is changed will have the option of continuing on the assignment as changed, or of reverting to spare or pool list.
- 36.25** At locations where more than one spare or pool RTC level 4 is assigned to perform temporary work the senior RTC level 4 may, on completion of the temporary assignment, elect to displace the junior spare or pool RTC level 4 performing temporary work at a station or office and another spare or pool RTC level 4 is assigned to perform temporary work at that same location spare employees assigned at that location may claim the new temporary work in accordance with their seniority.
- 36.26** Positions bulletined as temporary will be bulletined as permanent at the expiration of six (6) months unless otherwise mutually arranged between the proper Company officer and National President or delegate.

ARTICLE 37

Reduction in Staff

- 37.1** "When permanent or temporary positions are going to be reduced, the Company will provide no less than ten (10) days notice.

However, in the event of a strike or work stoppage by employees in the railway industry, a shorter notice may be given."

- 37.2** In the case of a reduction in the number of RTCs on an Unassigned RTCs board, or when the junior RTC on the Unassigned RTCs board is displaced under the provisions of Article 37.3 the employees affected must exercise their seniority in the following manner:

- (i) Displace a junior permanently assigned RTC level 4 in their office; there being none,

- (ii) Displace the junior permanently assigned **RTC** level 4 on the Manager - **RTCC's** Territory; there being none,
- (iii) Displace the junior permanently assigned **RTC** level 4 on their seniority and promotion District; there being none,
- (iv) Perform **RTC** level 4 spare or pool work on the Manager - **RTCC's** Territory; there being none,
- (v) Protect **RTC** work on another Unassigned **RTC's** Board where a shortage exists under the provisions of clause **13** of the Unassigned **RTCs** Board Agreement; there being none,
- (vi) The employees will be subject to lay off.

37.3 In the case of reduction in the number of regularly assigned **RTCs** or in the case of a regularly assigned **RTC** being displaced in any office, the employees affected must exercise their seniority in the following manner:

- (i) Displace a junior regularly assigned **RTC** located in the office; there being none,
- (ii) Displace the junior employee on their Unassigned **RTCs** Board.

37.4 In the case of a reduction in the number of **RTC** level 4 or when an **RTC** level 4 is displaced, the employees must exercise their seniority on one of the following;

- (i) Displace a junior permanently assigned **RTC** level 4 in their office; there being none,
- (ii) Displace the junior permanently assigned **RTC** level 4 on the Manager - **RTCC's** Territory; there being none,
- (iii) Displace the junior permanently located **RTC** level 4 on their respective Seniority and Promotion District; there being none,
- (iv) Perform spare or pool work on the Manager - **RTCC's** Territory; there being none.
- (v) Employees will be subject to lay off.

37.5 Permanently assigned **RTCs** level 1 to 4 whose position is abolished, or who are displaced, will have exclusive rights to fill a vacancy in a permanent, temporary or newly established position, carrying the same or lower rate of pay, occurring in that office within two (2) years from date of abolishment of their position or

displacement. **RTCs** level 1 to 4 holding such exclusive rights must when applying for such position state on their application that they are applying for such position in accordance with the provisions of Article 37.5. **RTCs** level 1 to 4 covered by the provisions of this Article 37.5 will not be afforded exclusive rights over senior **RTCs** level 1 to 4 in the affected **office**.

- 37.6** When the number of **RTC** level 1 to 4 on a Manager - **RTCC's** Territory is reduced, the junior **RTC** level 1 to 4 will be laid off first.
- 37.7** Where two or more positions are abolished on the same date, **RTCs** level 1 to 4 on such position will have preference in exercising seniority in order of such seniority.
- 37.8** In every case in which displacement is authorized under this Article 37, the employees exercising such right must be senior to the employees displaced.

(See Appendix 8)

ARTICLE 38

Transfers

Note: Transfer Article will only apply between Promotion Districts No 3 and 4 on Eastern Lines and between Promotion Districts No 5 and 6 on Western Lines.

- 38.1** **RTCs** level 1 to 4 having not less than five hundred and four (504) working days cumulative service will, on application, be transferred from one Promotion District to another within thirty (30) days from date of such application with full seniority. Employees so transferring will be required to render thirty (30) days work on the spare or pool list of the Manager - **RTCC's** Territory to which transferred before being permitted to apply for another transfer.
- 38.2** **RTCs** who transfer under Article 38.1 will be accorded their rights as **RTCs** on the Manager - **RTCC's** Territory to which transferring, but relinquishing their rights to perform **RTCs'** work in the **office** from which previously appointed. After having thirty (30) days work on the Unassigned **RTC's** board, they will be required to bid on all bulletined positions for **RTCs** on the Manager - **RTCC's** Territory to which transferred or forfeit their Group 1 seniority.
- 38.3** **RTCs** level 1 to 4 applying for a transfer from one Promotion District to another will specify the Manager - **RTCC's** Territory to which transferring. Such applications will be forwarded to the respective Manager - **RTCC** and Local Chairpersons of both territories involved in the transfer. Transfer must take place within thirty (30) days from the date of notification of **authorization** of request.

Employees failing to request the Manager - RTCC to cancel the application within such thirty (30) days will be considered as having resigned without notice.

- 38.4** RTCs level 1 to 4 transferred by order of the Manager - RTCC will suffer no loss of schedule wages while in transit and in making transfer (rate of pay to be based upon the rate of pay of the position to which transferring) actually required by existing train service or other transportation if such is made available by the company.
- 38.5** RTCs level 1 to 4 transferred due to the exercise of seniority rights will suffer no loss of schedule wages while in transit and in making transfer (rate of pay to be based upon the rate of position to which transferring) provided that time in transit will not be in excess of time actually required by existing train service or other transportation if such is made available by the Company and payment for such time in transit will not exceed three days.
- 38.6** RTCs level 1 to 4 transferring from one point to another under the provisions of Article 38 will be furnished free transportation, in accordance with pass regulations, for themselves, dependent members of their family and household goods and personal effects that can be loaded in the same car as the household goods. They will be allowed a reasonable time not to exceed four (4) days without pay, to arrange for the shipment of their household goods.
- 38.7** RTCs level 1 to 4 will not be permitted to trade positions unless authorized by the Manager - RTCC.

ARTICLE 39

Duration of Agreement

39.1

- (a) The foregoing changes are in full settlement of all requests served by and upon the Company and the Brotherhood referred to on the cover page of this Memorandum of Agreement before, on, or subsequent to October 1, 1997, without stoppage of work during the continuance hereof.
- (b) This Memorandum of Agreement supercedes all previous agreements, rulings or interpretations which are in conflict therewith and shall remain in full force and effect until December 31, 2000, and thereafter, subject to 90 days notice in writing by either party to this agreement of its desire to revise, amend or terminate it. Such notice may be served any time subsequent to September 30, 2000.

Signed at Edmonton, Alberta this **1st** day of October **1998**.

FOR THE CANADIAN NATIONAL
RAILWAY COMPANY

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS/RAIL
CANADA TRAFFIC CONTROLLERS

(Sgd) J.T. Torchia
for: Assistant Vice-President
Labour Relations and
Employment Legislation

(Sgd) G. Hallé
Canadian Director

(Sgd) L. Quilichini
Senior Manager
Rail Traffic Control Center

(Sgd) J. Ruddick
General Chairman BLE/RCTC

(Sgd) P. Wojtowicz
CN Vice - General Chairman

(Sgd) D. Arnold
National Advisor, BLE

(Sgd) M. Fowler
President - Division 956

APPENDICES

APPENDIX 1

October 1, 1998

Mr. J. Ruddick
General Chairman
Brotherhood of Locomotive Engineers /
Rail Canada Traffic Controllers
2349 Fairview Street, Suite 303
Burlington, Ontario
L7R 2E3

Dear Mr. Ruddick:

This refers to the recently concluded negotiations and our discussions with respect to establishing an employee paid Long Term Disability Insurance Plan, through payroll deduction. The Union will notify the Company no later than 90 days following the ratification of the Memorandum of Agreement of their intention to establish such plan.

It was agreed that representatives of the Company and the Union would meet to discuss the particulars of such a plan to ensure compliance with industry standards prior to implementation.

Yours truly,

(signed) J.T. Torchia
for: Assistant Vice-President
Labour Relations and
Employment Legislation

cc: **G. Hallé**

APPENDIX 2

CANADIAN NATIONAL RAILWAYS CP RAIL

Montreal, Quebec
April 28, 1978

Mr. R. E. Peer
Chairman, Associated Railway
Unions Negotiating Committee
Suite 1
332 Lafleur Avenue
Ville LaSalle, Quebec
H8R 3H5

Dear Mr. Peer:

The following letter will be sent to line management:

“This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However in the circumstances quoted above, it is agreed that employees, except Running Trades and Sleeping, Dining and Parlour Car Employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the Collective Agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.

The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snowstorm.

The nature of work in which the Running Trades and Sleeping, Dining and **Parlor** Car staff are involved results in certain vagaries and uncertainties from **day** to day. Furthermore, the collective agreements covering these employees contemplate their services being interrupted by storm conditions and there are arrangements in their collective agreements in respect thereto. Alternatively, it is **recognized**, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees.”

Yours truly,

FOR THE RAILWAYS SIGNATORY TO THE MASTER AGREEMENT:

(Sgd) S.T. Cooke

Assistant Vice-President
Labour Relations
Canadian National Railways

(Sgd) R. Colosimo

Assistant Vice-President
Industrial Relations
CP Rail

APPENDIX 3

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Rail Canada Traffic Controllers, respecting travel time.

IT **IS** AGREED that effective January 1, 1989, Agreement 7.1 is amended as follows:

1. Employees covered by Agreement 7.1 directed by the Manager - **RTC** to travel between:

- (a)** a headquarters and a work location; or
- (b)** a work location and another work location; or
- (c)** a work location and a headquarters;

for the purpose of making himself/herself available for duty at such location will be compensated for such travel time on the basis of 20 cents per kilometer (effective January 1, 1990, 22 cents per kilometer), for all kilometers in excess of the first 32 kilometers for each one-way trip.

2. In the application of Item 1 hereof travel will mean:

“road kilometers” from station to station if travel is by highway; and

“rail kilometers” from station to station if travel is by rail.

3. The provisions of this Agreement do not apply to employees traveling for training purposes.

4. The provisions of this Agreement will not result in the payment of duplicate time in the application of other provisions of Agreement 7.1.

5. The provisions of Article 21.9* of Agreement 7.1 are suspended during the time this Memorandum of Agreement is in effect.

6. This Memorandum of Agreement is subject to cancellation by either party on thirty days' written notice.

Signed at Montreal, Quebec, this 27th day of October 1988.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE EMPLOYEES:

(Sgd) Peter Taves
System General Chairman

*Now Article 19.9

APPENDIX 4

July 26, 1982

Mr. **E.J. Yerex**
National Chairman
Rail Canada Traffic Controllers
105 - 1565 Willson Place
Winnipeg, Manitoba
R3T 4H1

Dear Mr. **Yerex**:

During recent Article III negotiations on this Agreement you expressed concern about transmittal revision or addition to the **RTCs** Manual without prior input from **RTCs**.

This is to confirm our understanding that prior to Transmittal revisions or additions to the **RTCs** Manual, the Regional Rules Supervisor will meet with a **RTC** representative from each office as delegated by the Union.

The purpose of the meeting will be to gain input, discuss and explain the background of the Transmittal.

Yours truly,

(Sgd) D.L. Fletcher
Manager - of Transportation

cc: Mr. Nick Pugh
National President
R.C.T.C.

APPENDIX 5

December 16, 1992

Mr. Peter Taves
National Vice-President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Taves:

This has reference to discussions during national negotiations around the Union's proposal to provide for ergonomic assessments to be done in all offices.

The parties have agreed that the Manager - Rail Traffic Control Centre and the Local Chairperson or delegate shall meet to discuss the feasibility of conducting an ergonomic assessment in their respective offices. Such meetings shall commence within ninety (90) days of signing a Memorandum of Agreement.

Yours truly,

(Sdg) Mark M. Boyle
for: Assistant Vice-President
Labour Relations

I CONCUR:

(Sdg) Peter Taves
National Vice-President

APPENDIX 6A

CANADIAN NATIONAL RAILWAY COMPANY

Montreal, Quebec
September 10, 1985

Mr. F. Sheahan
National Chairman
Rail Canada Traffic Controllers
105 - 1565 Willson Place
Winnipeg, Manitoba
R3T 4H1

Dear Mr. Sheahan:

During the 1984 round of National Negotiations on Agreements 7.1, 7.2* and 7.3, the Union requested an amendment to the Collective Agreements to provide time for RTCs to eat while on duty.

The Company informed you that we were not prepared to amend the Collective Agreements as requested, and that the Company has in the past recognized the problem and has, with the Union's assistance, resolved such problems.

This letter will confirm that, if on a continuous basis a RTC is unable to find sufficient time to eat during the shift, the appropriate Transportation Officer will, upon written request of the National President, meet within (30) days to review the matter and a written response of the review will be forwarded to the National President within sixty (60) days of receipt of such request.

Yours truly,

(Sgd) J.A. Clarke
Manager - of Transportation

*Now consolidated into this agreement

*Now consolidated into this Agreement

APPENDIX 6B

May 4, 1995

Our file: LR 8200-93-2-09

Mr. A. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

During the current round of negotiation, you submitted a demand to provide meal relief to **RTCs** in Rail Traffic Control Centre.

As settlement to this demand, the Company has agreed to make available daily in each consolidated Rail Traffic Control Centre, two meal relief Permanent Unassigned Board **RTCs** for the purpose of providing **20** minute meal break relief. The commitment of the Company is to work with the Union to provide a **20** minute meal break.

The above commitment will be provided to **RTCs** in **Calder** once consolidation is completed.

If you agree that the above properly reflects the understanding reached during our discussion, please so indicate by signing this letter in the space provided below.

Yours truly,

(Sdg) W.T. Lineker
Assistant Vice-President
Labour Relations

I AGREE:

(Sdg) A. Owens
National President
Rail Canada Traffic Controllers

APPENDIX 6C

March 13, 1998

Mr. J. Ruddick
General Chairman
Brotherhood of Locomotive Engineers /
Rail Canada Traffic Controllers
2349 Fairview Street, Suite 303
Burlington, Ontario
L7R 2E3

Dear Mr. Ruddick:

This refers to the recently concluded negotiations and our discussion with respect to meal relief during the third trick - midnight shift at the Edmonton Rail Traffic Control Centre. The Union requested additional meal relief, similar to that currently being provided during the day and afternoon shifts, be provided to the third trick - midnight shift. The Company, however could not agree with the Union's request on this matter. As a result the parties have agreed to review the matter during the closed period to develop a better understanding of this matter.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(signed) J.T. Torchia
for: Richard J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

I concur: **(signed) J. Ruddick**
General Chairman

APPENDIX 7

CANADIAN NATIONAL RAILWAY COMPANY

Winnipeg, Manitoba
June 12, 1982

Mr. E.J. Yerex
National Chairman
Rail Canada Traffic Controllers
105 - 1565 Willson Place
Winnipeg, Manitoba
R3T 4H1

Dear Sir:

This has reference to discussions during current contract negotiations with respect to the railway's proposal regarding the desirability of undertaking special arrangements for an employee within the bargaining unit who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the National President will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement, place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that he is qualified for and has the ability to perform including exchanging positions with the disabled employee.

A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.

Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able bodied employee believes that the provisions of this letter will result in undue hardship, the National President may discuss the circumstances with the Company.

The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If you are in accord with the above, would you please so indicate below.

Yours truly,

(Sgd) D.C. Fraleigh

Director

Labour Relations

Canadian National Railway Company

I CONCUR:

(Sgd) E.J. Yerex

National Chairman

Rail Canada Traffic Controllers

APPENDIX 8

CANADIAN NATIONAL RAILWAY COMPANY

Winnipeg, Manitoba
June 12, 1982

Mr. E.J. Yerex
National Chairman
Rail Canada Traffic Controllers
105 - 1565 Willson Place
Winnipeg, Manitoba
R3T 4H1

Dear Sir:

In the 1981/1982 round of negotiations you requested that an employee give a minimum of 24 hours notice of his desire to displace another employee.

It was agreed that under the provisions of the agreements, where through the exercise of seniority an employee displaces another employee, 24 hours notice must be given to the appropriate Company Officer of such desire to displace.

It is understood that the Company will not be required to pay punitive rates to any employee as a result of this arrangement. It was also agreed that this Letter of Understanding will be reviewed six months from the date of implementation in the event that changes are required as may be mutually agreed to.

This letter is subject to cancellation by either party by 30 days notice in writing.

Would you please indicate your concurrence to the above understanding by signing in the space provided below.

Yours truly,

(Sgd) D.C. Fraleigh
Director
Labour Relations
Canadian National Railway Company

I CONCUR:

(Sgd) E.J. Yerex
National Chairman, Rail Canada Traffic Controllers

APPENDIX 9

Transportation
Montreal, Quebec
November 27, 1981

Mr. J.M. Tobin, Regional Rules Supervisor, Toronto
Mr. V.F. Gibson, Regional Rules Supervisor, **Moncton**
Mr. J.G. Sills, Regional Rules Supervisor, Montreal
Mr. J. Procyk, Regional Rules Supervisor, Edmonton
Mr. D.H. Leiskau, Regional Rules Supervisor, Winnipeg

During a recent preliminary meeting with the executive of Rail Canada **Traffic** Controllers our program for the training of **RTC level 4s** was outlined. There was subsequent discussion resulting in a request that an **RCTC** representative be permitted to make a brief appearance sometime throughout the course. It was agreed that the rules instructor in charge of the program would set aside one hour during the week of rules instruction.

Please arrange to notify the local **RCTC** representative of future **RTC** level 4 training courses in order that arrangements can be made.

(Sgd) W.J. Rupert
Manager - Rules

cc: R.J. Gemmell - Employee Relations Officer - Montreal
W.R. Brisbane - Labour Relations Officer - Montreal

L.A. Harms - National President - **RCTC**
1565 Willson Place
Winnipeg, Manitoba
R3T 4H1

APPENDIX 10

*MEMORANDUM OF AGREEMENT BETWEEN THE CANADIAN NATIONAL RAILWAY COMPANY AND THE RAIL CANADA TRAFFIC CONTROLLERS PROVIDING FOR THE ESTABLISHMENT OF FOUR (4) BASIC SENIORITY TERRITORIES ON THE PRAIRIE REGION

IT IS AGREED THAT, effective 1 February 1984:

1. There will be four (4) basic seniority territories established for RTC level 4s within the Winnipeg and **Saskatoon** Train Dispatching **Office** territories.
2. These territories will be for exercise of seniority and displacement situations and for relief purposes.
3. The seniority territories will be designated as Zone "A", "B", "C" and "D".

ZONE A

Kinghorn Subdivision
Kashabowie Subdivision (including Thunder Bay Terminal)
Graham Subdivision
Fort Frances Subdivision
Redditt Subdivision (including Winnipeg Terminal)
Sprague Subdivision
Letellier Subdivision
Allanwater Subdivision
Pine Falls Subdivision
Bruce Lake Subdivision

ZONE B

Rivers Subdivision (including Melville)
Cromer Subdivision
Gladstone Subdivision
Togo Subdivision (including **Canora**)
Margo Subdivision (not including Humboldt)
Neepawa Subdivision
Oak Point Subdivision
Carmen Subdivision
Miami Subdivision
Hartney Subdivision
Carberry Subdivision
Inwood Subdivision
Oakland Subdivision

Steep Rock Subdivision
Rossburn Subdivision
Cowan Subdivision
Winnipegosis Subdivision
Lampman Subdivision

ZONE C

Turnberry Subdivision (including Hudson Bay)
Flin Flon Subdivision
Sherridon Subdivision
Chisel Lake Subdivision
Wekusko Subdivision
Thicket Subdivision
Herchmer Subdivision
Assiniboine Subdivision (not including Canora)
Erwood Subdivision
Preeceville Subdivision
Thompson Subdivision

ZONE D

Watrous Subdivision (not including Melville or Biggar)
Craik Subdivision
Rosetown Subdivision (including Kindersley)
Conquest Subdivision
Elrose Subdivision
White Bear Subdivision
Matador Subdivision
Yorkton Subdivision
Rhein Subdivision
Qu'Appelle Subdivision
Regina Terminal Subdivision
Glenavon Subdivision
Corning Subdivision
Lewvan Subdivision
Northgate Subdivision
Weyburn Subdivision
Bengough Subdivision
Central Butte Subdivision
Avonlea Subdivision
Gravelbourg Subdivision
Warman Subdivision
Aberdeen Subdivision (including Humboldt and North Battleford)
Carlton Subdivision

Blaine Lake Subdivision
Turtleford Subdivision
Bolney Subdivision
Robinhood Subdivision
Amiens Subdivision
Paddockwood Subdivision
Big River Subdivision
Cudworth Subdivision
St. Brieux Subdivision
Tisdale Subdivision (not including Hudson Bay)
Brooksby Subdivision
Arbor-field Subdivision
Chelan Subdivision

Note: Zone D corresponds to the territory within the jurisdiction of the Saskatoon Manager - RTC's Office.

4. The following provisions will supersede *Article 8.6 of Agreement 7.2:
*Now Article 37.4 of this Agreement
When a permanently located employee, except a RTC or Train Movement Director, is displaced or his position is abolished he must exercise one of the following options:

OPTION NO. 1: Displace the junior permanently located employee in his zone; - there being none,

the junior permanently located employee on the Manager - RTC's Territory; - there being none,

the junior permanently located employee on the Region.

OPTION NO. 2: Displace the junior temporarily located employee in his zone; - there being none,

the junior temporarily located employee on the Manager - RTC's Territory; - there being none,

the junior temporarily located employee on the Region.

OPTION NO. 3: Perform spare work in his zone.

¹Article 37.4 of this Agreement.

- 5.** The following provisions will supersede *Article 8.8 of Agreement 7.2:
*Now Article 37.4 of this Agreement
When a temporarily located employee, except a **RTC** or Train Movement Director, is displaced or his position is abolished, he may elect to perform spare work in his zone or displace the junior temporarily located employee as follows:
- the junior temporarily located employee in the office to which he is assigned or in his zone; - there being none,
 - the junior temporarily located employee on the Manager - **RTC's** territory; - there being none,
 - the junior temporarily located employee on the Region.
- 6.** The following provisions will supersede *Article 8.9 of Agreement 7.2:
- Senior available spare employees will have preference in doing spare work and, when out of work, must displace the junior spare employee in his zone; there being none, he may displace the junior spare employee on the Manager - **RTC's** territory; there being none, the junior spare employee on the Region; there being none, the junior assigned employee on the Region (and will assume the status of the position upon which he exercises displacement rights); or he may remain and do spare work in his zone.
- 7.** For relief purposes, there will be one spare list for each zone.
- 8.** A **RTC** level 4 who has elected to displace on a spare list in another zone will be entitled to recall when **RTC** level 4s are added to spare list in his zone. Should he refuse a recall to his former zone, he will no longer be entitled to a recall to that zone.
- 9.** A **RTC** level 4 who would otherwise be laid off in his zone may displace, seniority permitting, the junior assigned employee working in his zone, notwithstanding any other provision in this Agreement. A **RTC** level 4 who has so exhausted all seniority rights in his zone and is laid off will be considered as having exercised his full seniority rights on his basic seniority territory for purposes of the Job Security Agreement.

'Article 37.4 of this Agreement.

'Article 37.4 of this Agreement,

- 10.** The last sentence of *Article 19.1 of Agreement 7.2 is superseded by the following:

The headquarters of a spare RTC level 4 shall be:

ZONES A & D -The office of the Manager - RTC, except that, at the beginning of the calendar year, the Manager - RTC may designate that the open station closest to the residence of the spare RTC level 4 shall be his headquarters.

ZONE B & C -The open station closest to his residence in the zone in which he is performing relief.

- 11.** Notwithstanding the provisions of *Article 17.12 of Agreement 7.2, there will be one vacation list for each zone. Relief will be performed by the RTC level 4s on the spare list in each zone.
- 12.** In the application of* Article 7.11 of Agreement 7.2, the junior competent Spare RTC level 4 in the zone where the vacancy exists may be assigned; there being none, the junior competent Spare RTC level 4 may be assigned from the Manager - RTC's Territory or the Region in that order. When a Spare RTC level 4 is so assigned and a junior competent Spare RTC level 4 subsequently becomes available, the Spare RTC level 4 initially assigned may elect to return to the spare list and the junior Spare RTC level 4 will be assigned to the vacancy. Such election must be made immediately that a junior competent Spare RTC level 4 becomes available. Reassignment of a Spare RTC level 4 in accordance with this provision will not extend the 60 days referred to in *Article 7.11 during which the Company is required to apply the provisions of *Article 19.2 of Agreement 7.2.
- 13.** Notwithstanding any other provision in this Memorandum of Agreement, a laid-off Spare RTC level 4 in one zone will be required to work in another zone where a shortage of Spare RTC level 4s exists. Such assignment to another zone will apply for the duration of the shortage only and a Spare RTC level 4 so assigned will be returned to his former zone at the earliest opportunity.
- 14.** This Memorandum of Agreement is subject to cancellation or revision at the beginning of each calendar year upon sixty (60) days advance notice in writing from either party to the other.

'Article 19.1 of this Agreement.

'Article 17.4 of this Agreement.

**Article 36.21 of this Agreement.

'Article 36.21 of this Agreement.

-Article 19.2 of this Agreement.

SIGNED AT WINNIPEG, MANITOBA, THIS 3RD DAY OF APRIL, 1984.

FOR THE COMPANY:

(Sgd) K.J. Knox
for Vice-President
Prairie Region

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE EMPLOYEES:

(Sgd) N. Pugh
National President
Rail Canada Traffic Controllers

APPENDIX 11

March 13, 1998

Mr. J. Ruddick
General Chairman
Brotherhood of Locomotive Engineers I
Rail Canada Traffic Controllers
2349 Fairview Street, Suite 303
Burlington, Ontario
L7R 2E3

Dear Mr. Ruddick:

This refers to the recently concluded negotiations and our discussion with respect to the application of Article 12.1 c) of Agreement 7.1 when calling employees who have signed for overtime on the rotational basis. During our discussions on this matter the company raised concerns that there were varying practices in the application of calling employees for overtime. Therefore, the following will apply at all RTCC when calling RTC's on a rotational basis who have indicated their availability to protect the operation on an overtime basis:

1. Employees will be called first-in first-out;
2. The employee whose name is first out on the overtime list will be called for the first available overtime vacancy, for which they are qualified and familiar;
3. Upon completion of such shift employees will revert to the bottom of the list with the notation "OT" marked against their name. Such employee will not be called for another overtime shift until all other employees on the list have had an opportunity to be called for overtime, due regard being given to qualifications and familiarization.

4. Employees who fail to or who refuse to protect an overtime shift shall have their names dropped to the bottom of the list.

If the foregoing reflects our discussions and understanding when calling employees who have signed for overtime on the rotational basis, please so indicate by signing in the space provided and return one signed copy to the undersigned.

Yours truly,

I concur,

(Sgd) J.T. Torchia

for: R. Dixon

Assistant Vice- President
Labour Relations and
Employment Legislation

(Sgd) J. Ruddick

General Chairman BLE/RCTC

cc: **G. Hallé**

APPENDIX 12

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company (CN Rail Division) and the Rail Canada Traffic Controllers providing for the establishment of three (3) basic seniority territories on Mountain Region.

IT IS AGREED that effective July 2, 1984:

1. There will be three (3) basic seniority territories established for RTC level 4s on Mountain Region.
2. These territories will be for exercise of seniority and displacement situations and for relief purposes.
3. The seniority territories will coincide with each of the three Manager - RTCs' territories, and will be designated as Alberta (Zone A), B.C. North (Zone B), and B.C. South (Zone C).

ALBERTA SUBDIVISIONS - ZONE A

Acadia	Drumheller	Porter
Valley	Edson	Ram River
Alliance	Foothills	Sangudo
Athabasca	Grande Cache	Sheerness
Barrhead	Grande Prairie	Slave Lake
Battleford	Lac La Biche	Smoky Lake
Blackfoot	Manning	Stettler
Bodo	Mantario	Three Hills
Bonnyville	Meander River	Vegreville
Brazeau	Mountain Park	Wainwright
Camrose	Oyen	Waterways
Coronado	Peace River	Westlock
Demay	Pine Point	
Doddsland		

B.C. NORTH SUBDIVISIONS (ZONE B)

Bulkley	Nechako	Telkwa
Fraser	Skeena	Tete Jaune
Kitimat		

B.C. SOUTH SUBDIVISIONS (ZONE C)

Albreda
Ashcroft
Clearwater
Cowichan

Lumby
Okanagan
Rawlison

Robson
Tidewater
Yale

- 4.** The following provisions will supersede *Article 8.6 of Agreement 7.2.

When a permanently located employee, except a **RTC** or Train Movement Director, is displaced or his position is abolished, he must exercise one of the following options:

Option No. 1:

Displace the junior permanently located employee in his Zone - there being none,

the junior permanently located employee on the Area - there being none,

the junior permanently located employee on the Region.

Option No. 2:

Displace the junior temporarily located employee in his Zone - there being none,

the junior temporarily located employee on the Area - there being none,

the junior temporarily located employee on the Region.

Option No. 3:

Perform spare work in his zone.

- 5.** The following provisions will supersede *Article 8.8 of Agreement 7.2:

When a temporarily located employee, except a **RTC** or Train Movement Director, is displaced or his position is abolished, he may elect to perform spare work in his Zone or displace the junior temporarily located employee **as** follows:

¹Article 37.4 of this Agreement.

²Article 37.4 of this Agreement.

the junior temporarily located employee in the office to which he is assigned or in his Zone - There being none,

the junior temporarily located employee on the Area - there being none,

the junior temporarily located employee on the Region.

6. The following provisions will supersede ****Article 8.9** of Agreement **7.2**.

Senior available spare employees will have preference in doing spare work and, when out of work, must displace the junior spare employee in his Zone - there being none,

he may displace the junior spare employee on the Area; there being none, the junior spare employee on the Region; there being none,

the junior assigned employee on the Region (and will assume the status of the position upon which he exercises displacement rights); or he may remain and do spare work in his Zone.

7. For relief purposes, there will be one spare list for each Zone.

8. A RTC level 4 who has elected to displace on a spare list in another Zone will be entitled to recall when RTC level 4s are added to spare list in his Zone. Should he refuse a recall to his former Zone, he will no longer be entitled to a recall to that Zone.

9. A RTC level 4 who would otherwise be laid off in his Zone may displace, seniority permitting, the junior assigned employee working in his Zone notwithstanding any other provision in this Agreement. A RTC level 4 who has so exhausted all seniority rights in his Zone and is laid off will be considered as having exercised his full seniority rights on this basic seniority territory for purposes of the Job Security Agreement.

10. Notwithstanding any other provision in this Memorandum of Agreement, a laid-off Spare RTC level 4 in one Zone will be required to work in another Zone where a shortage of Spare RTC level 4s exists. Such assignment to another Zone will apply for the duration of the shortage only and a Spare RTC level 4 so assigned will be returned to his former Zone at the earliest opportunity.

11. This Memorandum of Agreement is subject to cancellation or revision at the beginning of each calendar year upon sixty (60) day's advance notice in writing from either party to the other.

-Article 37.4 of this Agreement.

Signed at Montreal, Quebec, this 4th day of September 1984.

FOR THE COMPANY:

(Sgd) K.G. Macdonald

For: Vice-President
Mountain Region

(Sgd) D.C. Fraleigh

Assistant Vice-President
Labour Relations

FOR THE EMPLOYEES:

(Sgd) N. Pugh

National President

APPENDIX 13

June 13, 1988

Mr. P. Taves
System General Chairman
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Man.
R3T 1Z5

Dear Mr. Taves:

This letter refers to negotiations to revise Agreements 7.1 and 7.3 as outlined in notices served by the parties on or subsequent to 1 October, 1986. As a result of such negotiations, the parties entered into a Stand-by Agreement on 24 September 1987 concerning the application of the terms of the Arbitrator's decisions in the dispute between CN and the Associated Railway Unions (A.R.U.).

One of the items in dispute concerned the matter of complete regional seniority crossing bargaining agent seniority units. In his Award, Mr. Larson provided for the consolidation of seniority units on a regional basis for each of the bargaining agents.

This will confirm that on June 13, 1988, the consolidation of seniority units was discussed between representatives of the Rail Canada Traffic Controllers and Canadian National Railway Company to examine the existing bargaining units for Agreements 7.1 and 7.3.

As a result of such discussions, it was agreed that for the purposes of Employment Security, the following principles will be applied in the application of consolidated seniority units for Agreement 7.1 and Agreement 7.3 (TerraTransport):

1. All employees holding seniority within the scope of Collective Agreement 7.3 on TerraTransport and Agreement 7.1 on the Atlantic Region shall be deemed as having their seniority consolidated for the purpose of Employment Security, subject to the provisions of the Employment Security and Income Maintenance Plan. Such seniority is established on the basis of the employee's first date of entry into a position in an RCTC bargaining unit.
2. An employee who is unable to hold work in his/her seniority group on his/her seniority territory as a result of a Technological, Operational and Organizational change and who is eligible for Employment Security, will be required to exercise his/her seniority, established pursuant to Item 1 hereof. Failure to exercise such seniority will result in the forfeiture of Employment Security.

- 3.** These provisions shall operate over any clause in the Collective Agreements to the contrary.

Please signify your concurrence with the foregoing by signing in the space provided hereunder.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Canadian National Railway
Company

(Sgd) Peter Taves
System General Chairman
Rail Canada Traffic Controllers

APPENDIX 14

December 16, 1992

Mr. Peter Taves
National Vice-President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Taves:

This is further to discussions during national negotiations with respect to the Company's proposal to revise the collective agreement to create zones for RTCs within the Rail Traffic Control Centres.

The Company and the Rail Canada Traffic Controllers have agreed that the following process will apply when a zoning agreement is required to be established or amended on a Manager - Rail Traffic Control Centre's territory.

The Company will provide at least 60 days' notice in writing to the National Vice-President of the Rail Canada Traffic Controllers with a copy to the Local Chairman. This notice shall include the date of implementation and a detailed description of the zones to be established with the purpose of discussing and reaching an agreement with the Union on the establishment of the zones.

However, the concurrence of the Union will not be withheld when it can be shown that the establishment or amendment of a zoning agreement is necessitated by office or operational requirements.

Yours truly,

(Sdg) Mark M. Boyle
for: Assistant Vice-President
Labour Relations

I CONCUR:

(Sdg) Peter Taves
National Vice-President

APPENDIX 15

December 16, 1992

Mr. Peter **Taves**
National Vice-President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. **Taves**:

This has reference to discussions during national negotiations around the Company's proposal to amend the collective agreement to provide for the future selection of Rail Traffic Controllers.

The parties have agreed to a closed period study to discuss the process to be followed in the future selection of Rail Traffic Controllers. The parties shall meet within ninety (90) days of signing a Memorandum of Agreement to commence such study.

Yours truly,

(Sgd) Mark M. Boyle
for: Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) Peter Taves
National Vice-President

APPENDIX 16

December 16, 1992

Mr. Peter Taves
National Vice-President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Taves:

This will confirm the parties' agreement that, effective upon signing of the Memorandum of Agreement, employees assigned to the positions of Agent, Staff operators, Staff Rail Traffic Controllers, which were not included in the study, will have their current basic rate of pay increased as per Item 2 of this Memorandum of Settlement.

The parties further agree that the current permanent Train Movement Director and Swing Train Movement Director positions at Windsor Ontario and current permanent Operator positions at Second Narrows Bridge, will be considered as Rail Traffic Controller level 3 positions, however, their 1992 rate of pay will be established at \$902.39.

In addition, the current permanent incumbents of the Train Movement Director and Swing Train Movement Director positions at Sarnia, will have their 1992 basic rate of pay protected in accordance with the provisions of Article 8.9 of the Employment Security and Income Maintenance Plan.

Yours truly,

(Sgd) Mark M. Boyle
for: Assistant Vice-President
Labour Relations

1 CONCUR:

(Sgd) Peter Taves
National Vice-President

APPENDIX 17

December 16, 1992

Mr. Peter Taves
National Vice-President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Taves:

At the commencement of this round of negotiations, your **organization** put demands on the table regarding voluntary training. Your position was that you wanted your members paid for any type of training.

At the time, the Company did provide voluntary training which your members were invited to attend. The Company's position was that this training was totally voluntary, hence there was no payment when your members attended. The Company has since discontinued this voluntary training. At this point in time, all training is as directed by the Company and your members are paid for their attendance. On the basis of the above, your demands on voluntary training became redundant when the voluntary training was discontinued.

However, the Company will give you our assurance that if at some point in the future voluntary training is reinstated by the Company, the Company will sit down with you to again discuss your position on voluntary training.

Yours truly,

(Sgd) Mark M. Boyle
for: Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) Peter Taves
National Vice-President

APPENDIX 18

March 13, 1998

Mr. J. Ruddick
General Chairman
Brotherhood of Locomotive Engineers /
Rail Canada Traffic Controllers
2349 Fair-view Street, Suite 303
Burlington, Ontario
L7R 2E3

Dear Mr. Ruddick:

This has reference to the matter of pass transportation benefits presently applicable to employees of Canadian National Railway Company (CN) represented by your organization, and the status of this benefit as to its future application on trains operated now and in the future by VIA Rail Canada Inc.

This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass policies on CN will be maintained for employees represented by you who were in the service of CN on or prior to March 13, 1979, until the time notices are served on or subsequent to September 30, 2000, and thereafter until the provisions of Section 89 of part I of the Canada Labour Code have been complied with or until some other mutually satisfactory resolution of this matter is agreed.

Employees are required to return unused VIA Rail tickets to avoid unnecessary costs to CN. Employees who do not return unused tickets, will be notified their transportation privileges will be subject to suspension pending the return of unused tickets to the Company, within 30 days. Where timely notification is not received by CN, individual transportation privileges will be suspended and the General Chairperson/Chairman concerned notified.

For the purpose of this letter, the word “employees” includes pensioners.

Yours truly,

(Sgd) Myron W. Becker
for: Assistant Vice-President
Labour Relations and
Employment Legislation

cc: **G. Hallé**

APPENDIX 19

May 4, 1995

Our file: LR 8200-93-2-09

Mr. A.F. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

During the current round of negotiations, you submitted a demand to extend and improve banking of overtime provisions by extending such provisions to cover both transfer time and General Holidays.

As settlement to this demand, the Company is agreeable to the following conditions and which will take effect on January 1, 1996.

1. Employees wishing to bank time must declare their intentions in writing to the Manager Rail Traffic Control Centre prior to January 1 of each year.
2. A maximum of eighty (80) pro rata hours will be permitted in any calendar year.
3. Accumulated hours must be taken during the calendar year in which they are accrued.
4. Overtime worked during the month of December will not be accrued.
5. Only punitive overtime hours associated with the General Holidays will be allowed to be banked.
6. Transfer time will not be banked.
7. The time at which employees will be permitted to liquidate accumulated hours will be mutually agreed between the Manager Rail Traffic Control Centre and each employee. However, the final determination will be at the discretion of the Manager Rail Traffic Control Centre according to the requirements and exigencies of the service.

Unless otherwise **authorized** by the Manager Rail Traffic Control Centre banked time must be liquidated in blocks of five **(5)** or ten **(10)** days.

At the discretion of the Manager Rail Traffic Control Centre any bank time not liquidated may be carried over to the following year or paid out in a lump sum payment.

The Manager Rail Traffic Control Centre may postpone or cancel this Banked Time Agreement if it is found to create an administrative burden or if it is determined that there is insufficient relief to permit employees to liquidate accumulated bank time.

If you agree that the above properly reflects the understanding reached during our discussion, please so indicate by signing this letter in the space provided below.

Yours truly,

(Sgd) W.T. Lineker
Assistant Vice-President
Labour Relations

I AGREE:

(Sgd) A. Owens
National President
Rail Canada Traffic Controllers

APPENDIX 20

May 4, 1995

Mr. A. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

In the current round of negotiations your Union filed a demand in connection with implementation of any future new Company discipline policy. During our discussions it was agreed to resolve this demand by providing your Union with assurance that prior to implementing a new discipline policy your Union will be consulted.

If you agree that the above properly reflects the understanding reached during our discussion, please so indicate by signing this letter in the space provided below.

Yours truly,

(Sgd) W.T. Lineker
Assistant Vice-President
Labour Relations

I AGREE:

(Sgd) A. Owens
National President
Rail Canada Traffic Controllers

APPENDIX 21

March 13, 1998

Mr. J. Ruddick
General Chairman
Brotherhood of Locomotive Engineers /
Rail Canada Traffic Controllers
2349 Fairview Street, Suite 303
Burlington, Ontario
L7R 2E3

Dear Mr. Ruddick:

This refers to the recently concluded negotiations and our discussion with respect to the Company's flex benefit plan and the possibility of employee paid supplements to the Weekly Indemnity Benefit Plan.

It was agreed that representatives of the Company and the Union would meet to discuss these issues during the closed period of the contract. It was also agreed that the first meeting would be scheduled to commence at a mutually convenient time, no later than 120 days following the ratification of the Memorandum of Agreement.

Yours truly,

(Sgd) J.T. Torchia
for: Assistant Vice-President
Labour Relations and
Employment Legislation

cc: G. Hallé

APPENDIX 22

September 30, 1998

Mr. J. Ruddick
General Chairman
Brotherhood of Locomotive Engineers /
Rail Canada Traffic Controllers
2349 Fairview Street, Suite 303
Burlington, Ontario
L7R 2E3

Dear Mr. Ruddick:

This refers to the recently concluded negotiations and our discussion with respect to the application of Article 36.11 within the Edmonton RTC Center.

The Company had agreed to provide RTC's the ability to exercise seniority on 5-9 day vacancies and allow up to 20% of the regularly assigned RTC's to occupy the Permanent Unassigned Board provided that Article 36.1 1 was applicable at all RTC Centers.

Since this issue could not be resolved at national negotiations, it was agreed that the above noted changes would apply to the Toronto and Montreal Centers only. It was further agreed that the Union would conduct a vote, in line with their procedures for doing so, at the Edmonton RTC Center no later than February 28, 1999 to determine acceptance of Article 36.1 I. Should the vote favor acceptance of Article 36.1 1, the above noted changes will also apply to the Edmonton RTC Center with the first change commencing in April 1999 and the note to Article 36.11 will be deleted. Should the vote reject acceptance of Article 36.1 1, the above noted changes will not apply to the Edmonton RTC Center and the note to Article 13.4 of Agreement 7.1 dated 4 May 1995 will be applicable.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(sgd) J.T. Torchia

for: Richard J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

I concur: **(sgd) J. Ruddick**

General Chairman

APPENDIX 23

May 4, 1995

Our file: LR 8200-93-2-09

Mr. A. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

This has reference to discussion during the current round of negotiations surrounding the Union's demand on the Company to provide free parking for all **RTCs** in the Toronto and Montreal Rail Traffic Control Centres.

The Company **recognizes** that in such city centres parking spaces are at a premium and that public transportation provides a reasonable alternative to the use of private automobile to commute to and from work. However, the Company also **recognizes** that public transportation does not offer such alternatives for employees commencing or terminating work between the hour of **0100** and **0600**.

In such situations, the Company is prepared to provide parking at no cost for the employees. Where parking space cannot be provided by the Company and the employees are required to **utilize** reasonable alternative parking, any fees paid will be reimbursed to the employees upon the production of receipts to the Manager Rail Traffic Control Centre.

If you agree that the above properly reflects the understanding reached during our discussion, please so indicate by signing this letter in the space provided below.

Yours truly,

(Sgd) W.T. Lineker
Assistant Vice-President
Labour Relations

I AGREE:
(Sgd) A. Owens
National President
Rail Canada Traffic Controllers

APPENDIX 24

September 30, 1998

Mr. J. Ruddick
General Chairman
Brotherhood of Locomotive Engineers /
Rail Canada Traffic Controllers
2349 Fair-view Street, Suite 303
Burlington, Ontario
L7R 2E3

Dear Mr. Ruddick:

During the current round of negotiations the Union expressed a concern that employees could be disadvantaged or denied benefits provided for under the **ESIMA** as a result of deliberate actions by the Company, such as temporary lay-offs, that would prevent such benefits. Therefore it was agreed that if such a situation occurred that could be construed in this manner, a meeting would be held between the General Chairman and the Company to review the particulars and address concerns if necessary.

Yours truly,

(sgd) J.T. Torchia

for: Richard J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

I concur: **(sgd) J. Ruddick**
General Chairman

PREFACE

EMPLOYMENT SECURITY AND INCOME MAINTENANCE PLAN

This reprint of the Employment Security and Income Maintenance Plan reflects the amendments made to the Employment Security and Income Maintenance Agreement dated April 21, 1989, amendments which become effective as shown as specified in 15.1.

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DEFINITIONS

In this Agreement, the terms used herein will have the meanings as hereinafter provided:

- A.** "Employment Security" means that an employee who has completed 8 years of Cumulative Compensated Service and hired prior to January 1, 1994 with the Company will have Employment Security as provided in Article 7.
- B.** "Eligible Employee" means an employee of the Company represented by the Union who is eligible for benefits pursuant to the eligibility requirements of Articles 4 , 6, 7, or 13.
- C.** "Basic Weekly Rate" means the Basic Weekly Rate of pay applicable to the position held at the time of change. (Hourly rated employees, 40 X the basic hourly rate: seasonal and spare employees, 80 per cent of average weekly earnings over the eight weeks preceding layoff.)
- D.** "Seniority District or Seniority Territory" means that Seniority District or Seniority Territory as defined in the note under Clause (c) (vii) of Article 4.4.
- E.** "The Plan" means the benefits and terms and conditions relating thereto as agreed for the employees of the Company, as defined herein, which benefits, terms and conditions appear in this Agreement.
- F.** "Cumulative Compensated Service" means:
 - (i)** One month of Cumulative Compensated Service which will consist of 21 days or major portion thereof.
 - (ii)** Twelve months of Cumulative Compensated Service shall constitute one year of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of 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.
 - (iii)** For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, **authorized** maternity leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of Cumulative Compensated Service.

G. “Admitted Group” means those groups which have been admitted to coverage under The Plan as provided in Article 3.

H. “Technological Change” means: the introduction by the employer into his work, undertaking or business of equipment or material or a different nature or kind than that previously **utilized** by him in the operation of the work, undertaking or business; or

“Operational or **Organizational Change**” means: a change in the manner, method, procedure or **organizational** structure by which the employer carries on the work, undertaking or business not directly related to the introduction of equipment or material provided that any such change is not brought about by:

(i) a permanent decrease in the volume of traffic outside of the control of the company; or

(ii) a normal reassignment of duties arising out of the nature of the work in which the employee is engaged; or

(iii) a normal seasonal staff adjustment.

Note: Any permanent shutdown or permanent partial shutdown of an operation, facility or installation, shall be considered as a Technological, Operational or **Organizational** change. Any permanent Company-initiated change, excluding changes which are brought about by general economic conditions, and which result from the reduction or elimination of excess plant capacity shall also be considered as Technological, Operational or **Organizational** changes.

I. “Master Agreement” means the Master Agreement signed between the Company and the Union.

J. “Location” means the Greater **Metropolitan** Area.

ARTICLE 1

The Trustee

- 1.1** The Trustee shall pay to Eligible Employees the benefits for which they are entitled in keeping with the provisions of The Plan.

ARTICLE 2

The Labour Adjustment Committee

- 2.1** The Labour Adjustment Committee shall consist of up to three representatives of management and up to three representatives of the Union. The Committee shall be co-chaired by the Chief of Transportation, or designate and the National President of the Rail Canada Traffic Controllers, or designate.

Part-time union officers participating in Labour Adjustment Committee meetings will not lose any pay. The Company will reimburse any expenses incurred as per provisions of the Collective Agreement.

The Committee will meet quarterly or as often as is deemed appropriate by the Co-Chairpersons.

- 2.2** The role of the Committee will be to:
- (a) Review the status of surplus employees as well as any initiative which may impact employees represented by the Union.
 - (b) Mediate the item(s) remaining in dispute following the discussions held in accordance with Paragraph 2.3.
 - (c) Examine placement opportunities for surplus employees inside the Company system wide, as well as with external employers, where appropriate. The Committee will do everything possible to encourage surplus employees to accept employment opportunities identified by the Committee.
 - (d) Provide, where it deems appropriate, tuition assistance of up to \$3,000 to surplus employees. This assistance will be provided for training or education which will assist the individual in accessing work opportunities inside the Company or with external employers. These expenditures may be advanced upon presentation of appropriate receipts and documentation to the Committee.

DISPUTE RESOLUTION

- 2.3** Should the Labour Adjustment Committee be unable to resolve the issues referred to them under Paragraph 2.2(b), the item(s) remaining in dispute may be referred to an Arbitrator as set out in the “Final Settlement of Disputes” provisions of the collective agreement. The items to be decided by the Arbitrator shall not include the right of the Company to make the change or the implementation date.

GRIEVANCE PROCEDURE AND FINAL DISPOSITIONS OF DISPUTES

- 2.4** Except as otherwise provided in The Plan, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of The Plan, such dispute shall be progressed in accordance with the provisions of the applicable collective agreement commencing at the authorized “designated officer” level.
- 2.5** Failing settlement of such dispute at the final step of the grievance procedure, should either party elect to progress the dispute it shall do so by referring it to the Committee, except that if the dispute is one involving the question of whether or not a change is a technological, operational or **organizational** one as contemplated under Article 8.1 of The Plan, then such dispute shall be progressed to arbitration under the provisions of the applicable collective agreement.
- 2.6** The request to have the Labour Adjustment Committee adjudicate upon a dispute must be submitted in writing within sixty days of the date a decision was rendered at the final step of the Grievance Procedure. The request shall be submitted in writing to the Co-Chairmen of the Labour Adjustment Committee and shall be accompanied by a joint statement of issue and joint statement of facts. If the parties cannot agree upon such joint statement either or each, upon notice in writing to the other, may submit a separate statement to the Co-Chairmen of the Committee.
- 2.7** Except as otherwise provided in The Plan, in the event the Labour Adjustment Committee is unable to reach a decision on any question, the Union or the Company may request that such question be referred to arbitration.

The parties shall submit a joint statement of issue or issues to a single Arbitrator, who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration.

The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator, but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.

In the event that the parties do not agree upon a joint statement of issue, or issues, remaining in dispute, either or each may submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the joint statement and the other party shall be provided with a copy thereof.

The Arbitrator shall hear the dispute within **30** days from date of the request for arbitration and shall render his/her decision together with reasons **therefor** in writing within **30** days of the completion of the hearing.

- 2.8** When a question has been referred to an Arbitrator as provided for in Article 2.7 hereof, the Arbitrator shall have all the powers of the Labour Adjustment Committee as set out in Article 3 hereof in respect of that question. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of The Plan or any other collective agreement. The decision of the Arbitrator shall be final and binding.
- 2.9** The Labour Adjustment Committee shall meet quarterly or more often as it may determine.

ARTICLE 3

Special Cases

- 3.1** Subject to the provisions of The Plan, the Labour Adjustment Committee shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to The Plan, which does not add to, subtract from, or modify any of the terms of The Plan or any other collective agreement. The Committee shall not have any power to deal with and adjudicate upon any benefits not specifically provided for in The Plan nor in any subsequent plan reached between the Company and the Union.
- 3.2**
- (a) Notwithstanding the provisions of Article 3.1, the following types of cases not specifically covered by The Plan may be submitted to the Committee for adjudication and payment of benefits, but such cases shall not be subject to arbitration:

- (i) Special case(s) involving extenuating circumstances.

Note: If the extenuating circumstances involve the relocation of employees to the Metropolitan Toronto area, such employees, provided they are a homeowner and eligible for relocation benefits pursuant to the provisions of Articles 6.1 and 6.2 herein, will be allowed a special relocation allowance of \$18,000.

In the event such employees relocate to a location other than the Metropolitan Toronto area, the National President may meet with the Assistant Vice-President, Labour Relations to discuss whether or not a special relocation allowance for such other location is required. In the event that such discussions do not result in mutual agreement, the appropriate Union may, within 30 calendar days, refer the outstanding issue to the Committee.

In such event it is understood that the special relocation allowance with respect to the Metropolitan Toronto area will not be used by the signatories hereto as guidelines for adjudication.

- (ii) Special case(s) of temporary layoffs of not more than 16 weeks lending themselves to an orderly implementation of lay-off procedures based on the principle of inverse seniority. Where it is agreed that such special case(s) exists, this principle is to be applied at the work location where the layoffs are occurring, and on an optional basis, after all employees with less than two years service have been laid off.
- (iii) Special case(s) of permanent staff reductions lending themselves to special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

Years of Cumulative Compensated Service	Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement
35 or more	4.5
34	4.4
33	4.3
32	4.2
31	4.1
30	4.0
29	3.9
28	3.8
27	3.7
26	3.6
25 or less	3.5

Note:

- (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g., 4 years and 1 month (or major portion thereof) equals 4-1/12 (4.083) years.
 - (b) One week's salary shall be the employees' Basic Weekly Rate at the time of the change.
- (b) The Labour Adjustment Committee may only approve such special case(s) conditional upon the Committee's observance of the following governing principles:
- (i) approval of such special case(s) shall not involve increasing the existing benefit levels in The Plan.
 - (ii) approval of such special case(s) shall not be incompatible with the terms of The Plan.
 - (iii) approval of such special case(s) referred to in Article 3.2 (a) (i) and (ii) above shall not involve costs higher than 90% of the costs which would otherwise have been incurred as a result of the standard application of The Plan.
 - (iv) approval of any special case(s) under Article 3.2 (a) (ii) shall be contingent upon notification by the Canada Employment and Immigration Commission that employees who avail themselves of such an inverse seniority layoff procedure will not be disqualified nor disintitled from unemployment insurance benefits for so doing.

(v) approval of such special case(s) shall not involve the modification of any Company plan or agreements dealing with such matters as pensions, health and welfare, etc.

(vi) approval of special case(s) involving special offers of optional early retirement separation allowances shall include the payment of money to the Pension Fund if it is demonstrated that such early retirements result in additional costs to the Pension Fund.

(c) The foregoing procedures shall not alter the effective date of staff reductions.

3.3 The Labour Adjustment Committee shall have the power to admit to coverage under The Plan any applicant bargaining unit that has a collective agreement with a railway, as defined herein, subject to such conditions as may be determined from time to time by the Committee. Unless otherwise agreed between the employer and the Union making application for admission, any admitted group can only be admitted under the same terms and conditions as apply to other employees in The Plan.

A union and employer who wish to seek admission to The Plan for an appropriate bargaining unit, must make a joint application addressed to the Co-Chairmen of the Committee.

For the purpose of this Article, a railway is defined as Canadian National Railway Company and its subsidiaries and joint properties. It also includes an employer associated with Canadian National Railway Company, a group of whose employees has been admitted to The Plan as provided for in this Article.

ARTICLE 4

Weekly Layoff Benefits

BENEFIT ACCUMULATION - LAYOFF PAYMENTS

4.1

(a) Effective June 1, 1995, for each year of Cumulative Compensated Service (or major portion thereof) employees will be allowed a gross layoff benefit credit of six weeks for each such year.

Note: In arriving at net layoff benefits available for employees, any previous layoff payments made from the Job Security Fund, under the provisions of previous Job Security Agreements and Article 4 of The Plan must be taken into account on a "weeks of benefits paid" basis. For example, if employees with 10 years

Cumulative Compensated Service were laid off under the provisions of The Plan, they would be treated as follows:

Gross weeks of layoff benefits entitlement - 10 (yrs) x 6 weeks	60 weeks
Less weeks of layoff benefits paid under the provisions of previous Job Security Agreement dated April 21, 1989 and Article 4 of this Plan	10 weeks
Net layoff benefit available	50 weeks

(b) Except as provided in Article 4.3 of The Plan, Eligible Employees who are laid off, and whose layoff benefit credit are reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 4 of The Plan, will, on recall, accumulate layoff benefit credits in accordance with the above provisions.

4.2 The above layoff benefit will apply until such time as employees have completed twenty (20) years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

Years of Cumulative Compensated Service	Payable for each Period of Layoff
20 years or more but less than 25 years	3 years
25 years or more but less than 30 years	4 years
30 years or more	5 years

4.3 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 4 of The Plan shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks they had to their credit at the time of layoff.

4.4

(a) Employees who are not disqualified under Clause (c) 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 they meet all of the following requirements:

(i) They have two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began, (calendar year shall be deemed to run from January 1st to December 31st);

- (ii) 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 employees have been on layoff for more than seven days, and are recalled to work for a period of less than ninety calendar days, such employees will immediately become eligible for weekly layoff benefits upon layoff within such ninety days;
 - (iii) They have made application for benefits in the prescribed form and in accordance with the procedures prescribed by the Committee;
 - (iv) They have exercised full seniority rights on their Basic Seniority Territory as provided for in collective agreement 7.1, except as otherwise expressly provided in Clause (c) paragraphs (ii) and (iii) of this Article 4.4.
 - (v) Employees who elect layoff benefits under this Article 4 will forfeit their entitlement to a severance payment under Article 13.
 - (vi) They have not applied for a severance payment under Article 13 within fourteen calendar days from the date of layoff.
- (b) Employees who, on being laid off, do not qualify under paragraph (i) of Article 4.4(a) shall, if still laid off in the next calendar year, qualify under said paragraph (i) if at the beginning of said next calendar year they have two years of continuous employment relationship. The seven-day waiting period provided for in paragraph (ii) of Article 4.4(a) shall commence from the 1st day of January of that year.
- (c) Notwithstanding anything to the contrary in this Article, employees will not be regarded as laid off:
 - (i) During any day or period in which their 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 (c) (ii) of this Article 4.4), 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 Company;
 - (ii) During any interval between the time that they are recalled to the service of the Company after a period of layoff, and the time at which they actually resume work during any waiting period provided for in the relevant collective agreement; except that employees who do not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article 4.6 of The Plan,

on the same basis as if they had returned to work on the date such work became available.

- (iii) If they decline, for any reason, other than as expressly provided for in Clause (c) (ii) of this Article 4.4, recall to work on their Basic Seniority Territory in accordance with the seniority provisions of collective agreement 7.1.
- (iv) If employees fail to comply with the provision of Article 4.11.
- (v) In respect of any period in which they are receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 4.6.
- (vi) During any recognized period of seasonal layoff as defined in Article 10.
- (vii) After their dismissal from the service of the Company.

Note : For the Rail Canada Traffic Controllers Union, the Basic Seniority Territory will be the Manager - Rail Traffic Control Centre's Territory.

CLAIMS PROCEDURE

4.5 Eligible Employees, as defined in Article 4.4 may, at the expiration of the seven-day waiting period specified in Clause (a)(ii) of said Article 4.4, make application to a designated officer in the form and the manner prescribed by the Committee, for a weekly layoff benefit as follows:

- (a) Employees with TWO or more years of continuous employment relationship and 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 4.4 of an amount which, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employees receiving 80 percent of their Basic Weekly Rate at time of layoff.
 - (ii) During any week following the seven-day waiting period referred to in Article 4.4, in which Eligible Employees are not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employees not being insured for unemployment insurance benefits, or account

unemployment insurance waiting period, such employees may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force or such lesser amount which, when added to the employees' outside earnings for such week, will result in the employees receiving **80** percent of their Basic Weekly Rate at time of layoff.

(iii) Weekly layoff benefits provided for under Article **4.5** shall cease when Eligible Employees have exhausted the benefit accumulation **as** specified in Article **4.1**.

(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 **4.4** of an amount which, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employees receiving **80** percent of their Basic Weekly Rate at time of layoff.

(ii) During any week following the seven-day waiting period referred to in Article **4.4**, in which Eligible Employees are not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employees not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employees may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount which when added to the employees' outside earnings for such week, will result in the employees receiving **80** percent of their Basic Weekly Rate at time of layoff.

(c) It shall be the responsibility of the employees to report for each week for which they are claiming a weekly layoff benefit under The Plan any amounts received from the Canada Employment and Immigration Commission in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event employees do not report all such outside earnings for any particular week, this will be interpreted as notice from them that their outside earnings for such week are the same as those for the previous week.

4.6 No weekly layoff benefit will be made for parts of a claim week as defined in Clause (a) of Article 4.4 except that:

(a) Recall not covered by Article 4.6 (b) below

Employees who have qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 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 unemployment insurance for such week will result in the employees receiving 80 percent of their Basic Weekly Rate at time of layoff.

(b) Temporary recall for less than five working days

Employees who have qualified for weekly layoff benefits in accordance with Clause (a) of Article 4.4 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.

EXAMPLE OF PAYMENT FOR PART WEEK ON RECALL

4.7 Assume that employees with a rate of \$15.00 per hour (\$120.00 per day, \$600.00 per week) are laid off Friday, April 16, 1993, (last day worked April 15th) and recalled to work Thursday, May 27, 1993. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration, the employees' plan claim week is Friday to Thursday, and the unemployment insurance claim week is Sunday to Saturday. In these circumstances the employees' benefit entitlement would be as follows:

Plan Claim Week 1

Nil (waiting period).

Plan Claim Week 2

(i) employees with less than 20 years of service - unemployment insurance insurance maximum	\$425 (from the Plan)
--	---------------------------------

(ii) employees with 20 or more years of service - 80% of Basic Weekly Rates at the time of layoff - (80% X \$600) =	\$480 (from the Plan)
---	---------------------------------

Plan Claim Weeks 3, 4 and 5

80% of Basic Weekly Rate at the time of layoff - (80% X \$600)	\$480 (\$342 unemployment insurance and \$138 from the Plan)
--	--

Last Plan Claim Week (May 21 - May 27, 1993, inclusive)

For unemployment insurance purposes, employees work 2 days, (May 27 and 28 - both of which days fall in one unemployment insurance claim week) - Earnings	\$240.00
---	-----------------

Deduct unemployment insurance allowable earnings (25% of employees' unemployment insurance entitlement of \$342)	\$85.50
--	----------------

Net earnings for unemployment insurance purposes	\$154.50
--	-----------------

Unemployment insurance entitlement during last plan claim week - (\$342 - \$154.50)	\$187.50
---	-----------------

In order to make up the 80% of their Basic Weekly Rate during the last plan claim week - i.e., \$480, the employees would receive:

One day's wages for Thursday, May 27, the last day of the plan claim week	\$120.00
---	-----------------

Unemployment insurance entitlement	\$187.50
------------------------------------	-----------------

From The Plan	\$172.50
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TOTAL	\$480.00
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SPECIAL PROVISIONS FOR EMPLOYEES WITH 20 YEARS OR MORE OF CUMULATIVE COMPENSATED SERVICE

4.8

(i) Employees with 20 years of Cumulative Compensated Service who, in any calendar year, are laid off and unable to hold work on their Seniority Territory

shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years; such period of layoff in one year shall, upon return to work, 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.

(ii) Employees with 20 years of Cumulative Compensated Service who are laid off and unable to hold work on their Seniority Territory will have their group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.

4.9 Any agreement reached between the parties will not be valid in respect of benefits under The Plan unless approved by the Canada Employment and Immigration Commission on the basis that no deductions will be made from the Government unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in The Plan, no Eligible Employees will receive for any week a layoff payment under The Plan in excess of that which can be allowed the employees without any reduction in their unemployment insurance payment.

4.10 Employees who are on layoff on the effective date of The Plan and not receiving weekly layoff benefits but who now qualify for benefit payments in accordance with the terms of The Plan, shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer providing such claim is submitted within sixty calendar days of the effective date of The Plan. The period of continuous layoff immediately prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 4.4(a)(ii). Such employees who fail to file a claim within sixty calendar days of the effective date of The Plan will forfeit their right to any benefit payments unless subsequently returned to work and again laid off.

WORK REQUIREMENTS

4.11

(a) Effective July 1, 1995, employees who are not eligible for the benefits contained in Article 7 of this Plan will be entitled to the benefits contained in Article 4 and Article 13 of this Plan.

In order to become and remain eligible for these benefits, the employees in receipt of Job Security Benefits will be required to continuously exercise their seniority as follows:

- i) fully exhaust their seniority in their classification at their location; if unable to hold work,
- ii) fully exhaust their seniority in their bargaining unit at their location; if unable to hold work,
- iii) fully exhaust their seniority on their Basic Seniority Territory.

Note: Relocation benefits will be triggered only when permanent vacancies are filled or when employees displace onto a permanent position.

- iv) must fill vacancies in any other bargaining units, non-scheduled or management positions at the home location; if unable to hold work.
- v) may accept work outside of **CN** Rail at the home location as determined by the Labour Adjustment Committee.

ARTICLE 5

Training of Employees

- 5.1** Employees who have Employment Security under the provisions of Article 7 of The Plan who have their position abolished and are unable to hold work due to a lack of qualifications, will be trained for another position within their seniority group and, failing that, will be trained (if necessary) in order to fill a position in keeping with the provisions of Article 7. Training (if necessary) will be provided for a position for which they have the suitability and adaptability to perform the duties of that position. Such employees will receive the **40-hour** straight time pay associated with their last railway classification during their period of training (hourly rated employees, **40** x the basic hourly rate; seasonal and spare employees, **40** x the average hourly earnings over the eight weeks preceding lay-off.
- 5.2** Employees who do not have Employment Security under the provisions of Article 7 and have two or more years of Cumulative Compensated Service and:
- (a) 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,
 - (b) will be adversely affected by a notice served pursuant to Article 8 of The Plan requiring employees to relocate or 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.

5.3 At the option of the Company training provided under the provisions of either Article 5.1 or 5.2 may be:

(a) at training classes conducted by qualified Company personnel;

(b) at classes conducted by an approved training agency.

The type of training for which employees may apply must:

(i) qualify the employees for a **recognized** Company position;

(ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employees have been qualified;
or

(iii) in the case of employees with **20** or more years of Cumulative Compensated Service, include the possibility of qualifying the employees for employment within or without the railway industry.

5.4 Employees covered by the provisions of Article 5.2 will receive **80** per cent of the Basic Weekly Rate of their last job classification during their 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.

5.5 Should employees covered by the provisions of Article 5.2 be recalled from layoff before the scheduled completion of training, the employees will be allowed to complete the program without forfeiture of pay or seniority rights.

5.6 Notwithstanding any agreement to the contrary, the Company may require employees who have completed a training program to take a position for which they have been trained.

5.7 In addition, the Company, where necessary and after discussion with the Union, will provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.

5.8 Upon request, the subject of training of employees any of the above provisions will be discussed by the National President or equivalent and the appropriate officer of the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 8 or as retraining under Article 5.7 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of employees for training, may be progressed to arbitration in keeping with Article 2.7 of The Plan.

ARTICLE 6

RELOCATION EXPENSES

Eligibility

6.1 To be eligible for relocation expenses employees:

- (a)** must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at their home location and, in order to hold other work in the Company, such employees are required to relocate; or
- (b)** must be engaged in work which has been transferred to a new location and the employees move at the instance of the Company; or
- (c)** must be affected by a notice which has been issued under Article 8 of The Plan and they choose to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 8 of The Plan and such relocation takes place in advance of the date of the change, provided this will not result in additional moves being made, or
- (d)** must have Employment Security under the provisions of Article 7 and be required to relocate to hold work under the provisions of Article 7 of The Plan.
- (e)** As per the current provisions of the Employment Security and Income Maintenance Agreement, relocation benefits will only apply when an employee is required to travel an additional **25** miles to the new work location or the commuting allowance benefit will apply if the employee does not change his residence but is required to travel an additional **15** miles to the new work location.

- 6.2** In addition to fulfilling at least one of the conditions set forth above, employees:
- (a)** must have two years' Cumulative Compensated Service; and
 - (b)** must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and

RELOCATION BENEFITS

- 6.3** Payment of door-to-door moving expenses for Eligible Employees' household goods and their automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.
- 6.4** Effective June 1, 1995, an allowance of up to \$ 750 for incidental expenses actually incurred as a result of relocation.
- 6.5** Effective June 1, 1995, reasonable transportation expenses from their former location to their new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$ 190 for employee without dependents and an additional amount of \$ 80 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.
- 6.6** Upon authorization, employees may drive their automobile to their new location at the allowance per kilometer specified in the current Collective Agreement.
- 6.7** In order to seek accommodation in their new location and/or to move to their 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 their Basic Weekly Rate.
- 6.8**
- (a)** Effective June 1, 1995, except as otherwise provided in Article 6.8 (c), reimbursement of up to \$12,000 for loss sustained on the sale of a relocating employee's private home which they 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 fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.
 - (b)** The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article 6.12.
 - (c)** Notwithstanding the provisions of Article 6.8 (a):

- (i) should a change take place involving relocation of Company employees whereby the number of homes being listed for sale by such Company employees represent **15** per cent or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Article **6.12** of The Plan. The number of Company employees' homes referred to above shall, for the purpose of establishing the **15** percent, include the homes of all Company employees which are being offered for sale as a result of and at the time of the change; or
 - (ii) Effective June **1, 1995**, should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other collective agreements, the maximum amount of **\$12,000** specified in paragraph **6.8(a)** shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other collective agreement.
- (d)** Eligible Employees who desire to sell their house and receive any benefit to which they may be entitled under Article **6.8** must advise the Company's officer concerned accordingly within twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article **6.8** 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 **6.8** must be made within twelve months of the final determination of value.

Note: Notwithstanding other provisions of Article **6.8**, special cases of loss on sale of homes may be submitted to the Labour Adjustment Committee for adjudication, but such special cases will not be subject to arbitration.

6.9 Effective June **1, 1995**, payment of the cost of moving a wheeled mobile home which employees occupy as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of **\$6,000**.

6.10 Effective June **1, 1995**, if employees, who are eligibles for moving expenses do not wish to move their household to their new location they may opt for a monthly allowance of **\$190** which will be payable for a maximum of **12** months from the date of transfer to their 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 allowance 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 their initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of their relocation.

6.11

- (a)** Alternatively to Article 6.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocating employees were 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 employees first secures the Company's approval to pay in excess of the three months' rent.
- (b)** Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

APPRAISAL PROCEDURE

6.12 When Eligible Employee desire to sell their home, under the provisions of Article 6.8(b), 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 Article 6.12(i), including their opinion as to the fair market value of their house.
- (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 employees' advice of their desire to make a claim, the Company officer shall advise the employees concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Article 6.8(a).
- (d)** If, however, the officer concerned is not satisfied that the price requested by employees is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employees concerned and the Union representative if so desired by employees; such joint conference to be held within 5 working days from date of advice to employees concerned as referred to in Article 6.12(c).
- (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 The Plan, and such price shall be binding on both parties.

- (f) Employees and Company officer concerned shall **endeavor** to mutually agree upon the independent appraiser referred to in Article 6.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Article, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Article 6.12 (e) or (f) shall be paid by the Company.

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 Article, the Company will be given the right in priority to everyone else to purchase the home.

(i) 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**

ARTICLE 7

Employment Security

SECTION A) SYSTEM REQUIREMENTS

7.1 When employees who have eight or more years of cumulative compensated service, and commenced service prior to January 1, 1994, are affected by a change pursuant to Article 8 of this Agreement, such employees are required, on a continuous basis, to do the following in order to become and remain eligible for the benefits contained in Article 7 of Section A) of this Agreement:

- (a)** fully exhaust seniority in their own classification at their location; if unable to hold work,
- (b)** fully exhaust seniority in their own bargaining unit at their location; if unable to hold work,
- (c)** fully exhaust seniority in their own bargaining unit on their Basic Seniority Territory; if unable to hold work,
- (d)** fully exhaust seniority in their own bargaining unit on their region; if unable to hold work,
- (e)** accept work outside of CN Rail at the location as determined by the Labour Adjustment Committee; if unable to hold work,
- (f)** fill unfilled permanent vacancies in their own bargaining unit on the system; if unable to hold work,
- (g)** fill unfilled permanent vacancies in other bargaining units, non-scheduled or management positions at the location, region, system;

Note: For the purposes of this Article, "permanent vacancy" will mean any position of an expected duration of more than 90 days.

7.2

- (a)** Prior to an employee being required to fill a permanent vacancy beyond the Region pursuant to Article 7.1, the Labour Adjustment Committee will meet and review whether any alternatives are available.
- (b)** Employees will continue to hold and accumulate seniority on the list from which they have transferred from.

(c) Employees must accept temporary vacancies within the Region in accordance with existing rules in their collective agreement.

(d) Any outside earnings employees were receiving prior to the **date** of the notice of permanent job abolishment will not be deducted from benefits received under this Article. In all other cases, outside earnings will be deducted.

7.3 If unable to hold a permanent position pursuant to Article 7.1, employees shall receive the employment security benefits contained in Article 7.4, at their home location, until a permanent position becomes available under the above-stated obligations. At such time, employees will be required to obtain a permanent position in accordance with the above-stated obligations and, if required to relocate, shall be eligible for relocation benefits.

7.4 The Employment Security Benefit entitlement under Article 7 Section A) of this Agreement is as follows:

8 years or more but less than 16 years	4 years at 100% salary
16 years or more but less than 26 years CCS	5 years at 100% salary
26 years or more CCS	6 years at 100% salary

7.5 Should employees in receipt of employment security benefits be required to fill a permanent position in accordance with the above-stated obligations, employees' employment security benefit entitlement shall be **re-instated** according to employees' years of cumulative compensated service in accordance with the formula stated above with no reduction of benefits already taken.

7.6 Employees required to relocate, that is, when they must travel an additional 25 miles from their principal place of residence to their new work location, pursuant to Article 7 Section A) and who actually relocate, will be entitled to the relocation benefits pursuant to Article 6 or, may choose actual reasonable expenses incurred up to the following:

	Home owner	Non-Home owner
Within the Region	\$28,000	\$16,000
Beyond the Region	\$55,000	\$33,000

7.7 Employees electing to be covered by the benefits contained in Article 7 Section A), who fail to fully exhaust their seniority in their Basic Seniority Territory as defined in this collective agreement, shall forfeit their seniority and will forever forfeit entitlement to benefits under this Agreement.

- 7.8** Employees electing to be covered by the benefits contained in this Article 7 Section A), who at any time, fail to meet the requirements outlined in Article 7.1 (d), (e), (f) or (g) will forever forfeit entitlement to benefits under Article 7 Section A) of the Employment Security and Income Maintenance Agreement. Such employees may however, at that time, opt to receive the benefits contained in Section B) of this Article. Article 7 Section B) benefits will be reduced by any wages received under Article 7 Section A).
- 7.9** Any employees who choose to be covered by Article 7 Section B) prior to being affected by a permanent staff reduction will continue to be eligible for Article 7 Section A) coverage if at a future date such employees obtain a permanent position and are again affected by a change pursuant to Article 8.1.
- 7.10** Employees affected by a change pursuant to Article 8.1, must decide, prior to the implementation date of that change, whether they wish to be governed by the rights and obligations of either Article 7 Section A) or Article 7 Section B) of this Plan.
- 7.11** Employees on Employment Security benefits as of May 31, 1995, and governed by the terms and conditions of Article 7 of the E.S.I.M.A of April 21, 1989, ("the Former plan") will continue to be governed by those provisions subject to the following additional conditions or limitations which will come into effect on October 01, 1995.

The duration of Employment Security entitlement will be limited to the duration outlined in Article 7.4 of this Plan.

When employees have expended their Employment Security benefits and are not occupying a permanent position, such employees must occupy a permanent position pursuant to Article 7.1 or elect options 1 or 3 of Article 7 Section B).

Employees currently in receipt of benefits who are in the transition period of 4 to 6 years outlined above, will be required, in addition to the requirements of Article 7 of the Former Plan, to fill permanent vacancies in all other bargaining units, non-scheduled or management positions on the Region and accept work outside of CN at their home location. Any outside earnings will be deducted from Employment Security payments.

When permanent vacancies occur on the System within the bargaining unit, the Labour Adjustment Committee will meet to ensure the filling of such vacancies, initially on a voluntary basis to senior employees with the view to providing employees who are currently on Employment Security with a permanent position on their Region. If the Labour Adjustment Committee cannot fill such a vacancy on a voluntary basis, the junior employee on the Region, currently on Employment Security of the Former Plan, must fill that vacancy on the System.

If employees choose not to fulfill their Employment Security obligations, they may be eligible for weekly layoff benefits under Article 4, a severance payment under Article 13 or any early retirement separation allowance under Article 3.2 (a) (iii).

During this period, the Labour Adjustment Committee will meet to develop additional opportunities and/or options for such employees, including but not limited to placement assistance, job searches, special training, etc., with the ultimate goal of finding permanent employment opportunities.

- 7.12** Employees eligible for early retirement are not entitled to the benefits contained in this Article 7; however, such employees will be entitled to Article 6 relocation benefits if required to relocate in order to hold a permanent position.

SECTION B) ENHANCED SUPPLEMENTARY UNEMPLOYMENT BENEFIT AND ALTERNATIVE OPTIONS

- 7.13** Employees who have completed eight or more years of CCS and commenced service prior to January 1, 1994, and are affected by a change pursuant to Article 8.1 of the Plan and elect not to fulfill the obligations under Article 7 Section A) of the Plan, will be required, on a continuous basis, to do the following in order to become and remain eligible for the benefits contained in this Article 7 Section B) of the Plan.

- (a)** Fully exhaust seniority in their own classification at their location, if unable to hold work;
- (b)** Fully exhaust seniority in their own bargaining unit at their location; if unable to hold work;
- (c)** Fully exhaust seniority in their own bargaining unit on their Basic Seniority Territory; if unable to hold work,

Note 1: Relocation benefits will be triggered only when permanent vacancies are filled or when employees displace onto a permanent position.

Note 2: The employee may choose Option 2 prior to accepting work in another bargaining unit.

Employees may choose Option 1 or 3 prior to accepting work in another bargaining unit.

- (d)** Fill permanent vacancies in other bargaining units, non-scheduled or management positions at their home location; if unable to hold work;

Note: Any employees may choose Option 1, 3 or 4 prior to accepting work outside CN

- (e) Accept work outside of CN Rail at the home location as determined by the Labour Adjustment Committee; if unable to hold work.
- (f) After exhausting (a) through (e), employees, if eligible, will be required to exercise one of the following options:

7.14

OPTION ONE (ENHANCED EARLY RETIREMENT SEPARATION ALLOWANCE)

Employees who are eligible for early retirement under the CN Pension Plan(s) rules and who have 85 points, will be entitled to a lump sum early retirement separation allowance. The separation allowance is to be calculated on the basis of the following formula:

Years of Cumulative Compensated Service	Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement
35 or more	6.0
34	5.9
33	5.8
32	5.7
31	5.6
30	5.5
29	5.4
28	5.3
27	5.2
26	5.1
25 or less	5.0

Note:

- (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g., 4 years and 1 month (or major portion thereof) equals 4-1/12 (4.083) years.
- (b) One week's salary shall be the employees' Basic Weekly Rate at the time of the change.
- (c) Employees who elect to retire under this Option will have their life insurance and extended health care benefits continued until they reach age 65.

OPTION TWO (BRIDGING)

Employees who will be eligible for early retirement under the **CN Pension Plan(s) within 5 years** (that is will have **85** points as defined by the Pension Plan(s) within 5 years) may elect to take a bridging package at **65%** of the employees basic weekly rate with continued benefit plan coverage (Dental, Extended Health and Vision Care, and Group Life Insurance) until eligible for early retirement, at which time employees will be given a separation allowance in accordance with the formula outlined in Option One above.

If employees are within 5 to 7 years of early retirement under the Pension Plan(s) rules (that is will have **85** points as defined by the Pension Plan(s) rules within 5 to 7 years), the employees may elect to take a bridging package at **65%** of the employees basic weekly rate with continued benefit coverage until retirement, at which time employees will be given a separation allowance in accordance with the formula provided in Article **3.2 (a) iii** of the current Plan. (Dental continued until early retirement - Extended Health and Vision Care and Group Life Insurance continued until normal retirement).

Bridging is subject to the employee's normal applicable deductions. Employees will be paid, through the direct Deposit System, on the same basis as they were paid at work. Employees will accumulate credit for pension eligibility purposes. For these employees, active employment is severed and the employees will not be entitled to future wage adjustment.

It is understood that these bridging options will be available only to those employees who are directly affected and whose name appears on the notice of permanent staff reductions supplied to the Union and/or the employees.

OPTION THREE (SEVERANCE PAYMENT)

Employees may elect to take a lump sum severance payment in accordance with the following scale:

8 years or more but less than 16 years CCS	\$50,000
16 years or more but less than 26 years CCS	\$60,000
26 or more years of CCS	\$65,000

Such employees shall be entitled to Group Life Insurance and Extended Health and Vision Care benefits fully paid by the Company for one year.

OPTION FOUR (EDUCATIONAL LEAVE)

Employees will be entitled to a leave of absence for educational purposes, with full pay for a period of up to three **(3)** years while attending an educational training program. The program must be approved by the Labour Adjustment Committee. Employees will be subject to be called to work while not attending courses. All outside earnings during this period of leave will be deducted from the employees' pay. Upon completion,

employees are to resign from Company service unless there is a permanent position available for which employees are qualified successful candidates. Such employees forfeit any future entitlement to Article 7 Section A) or Section B) benefits.

Such employees will be treated as a new employee for the purposes of receiving benefits under this Plan and shall forfeit all seniority. However, employees' prior service shall be **recognized** for the purposes of pension and vacations.

OPTION FIVE (ENHANCED SUPPLEMENTAL UNEMPLOYMENT BENEFIT)

Elect to receive the following enhanced SUB provided employees have fully exercised seniority on the Region.

8 years or more but less than 16 years CCS	2 years at 80% salary
16 years or more but less than 23 years CCS	3 years at 80% salary
23 years or more but less than 30 years CCS	4 years at 80% salary
30 years or more CCS	5 years at 80% salary

Employees electing option 5 may elect, at the same time, to continue to be covered by any or all of the current benefits (Dental, Extended Health and Vision Care and/or Group Life Insurance) at their expense. Employees will be required to make direct payments to the benefit Carriers.

7.15 Employees required to relocate pursuant to Article 7.13 (c) and who actually relocate, will be entitled to the relocation benefits provided in Article 6 or the actual, reasonable expenses incurred up to a maximum of \$ 28,000.00 for homeowners, or \$ 16,000.00 for non-homeowners.

7.16 Where more than one relocation results from employees with more than 8 years Cumulative Compensated Service, who commenced work prior to January 1, 1994, being affected by a change pursuant to Article 8.1 of the Plan, being required to relocate, the initial relocation will be governed by the provisions of Article 6 or 7.6 of the Plan. Any subsequent relocation(s) which take place as a result of the initial change will be governed by the provisions of Article 6 of the Plan.

ARTICLE 8

Technological, Operational and **Organizational** Changes

8.1

- (a) The Company will not put into effect any Technological, Operational or **Organizational** change of a permanent nature which will have adverse effects on employees holding permanent positions without giving as much advance notice as possible to the National President representing such employees or such other officer or as may be named by the Union concerned to receive such notices. In any event, not less than **120** days' notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
- (b) Prior to implementing any other permanent change of a known duration of one year or more, which will have adverse effects on employees holding permanent positions, the company will provide the Union with as much advance notification as possible. The notification will contain a description of the change and the expected number of employees who will be adversely affected.
- (c) In situations where supervisors or employees holding excepted or excluded positions, return to the bargaining unit and displace a scheduled employee occupying a permanent position, the employee so displaced will be entitled, if eligible, to the same benefits as employees affected in (a) & (b) above.

Note: The expiration of a temporary vacancy does not constitute a change under this Plan.

- 8.2** When a notice is issued under Article 8.1 (a) and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the National President, or such other **officer** as may be named by the Union concerned, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

- 8.3** INTENTIONALLY LEFT BLANK.

- 8.4** Upon request the parties shall negotiate on items, other than those specifically dealt with in The Plan, with a view to further **minimizing** the adverse effects on employees. 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 The Plan.

- 8.5** If the above negotiations do not result in mutual agreement within thirty calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and of the Union.
- 8.6** If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an Arbitrator as set out in Article 2.7 of The Plan. The matters to be decided by the Arbitrator shall not include any question as to the right of the Company to make the change, which right the Union acknowledges, and shall be confined to items not otherwise dealt with in The Plan.
- 8.7** All benefits under the Plan will be suspended in the event of a legal strike or legal lockout at CN Rail.
- 8.8** In addition to all other benefits contained in The Plan which are applicable to all Eligible Employees, the additional benefits specified in Article 8.9 are available to employees who are materially and adversely affected by technological, operational or organizational changes instituted by the Company.

MAINTENANCE OF BASIC RATES

- 8.9** Employees whose rate of pay are reduced by \$11.00 or more per week, by reason of being displaced due to a technological, operational or organizational change, will continue to be paid at the basic weekly or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, they;
- (a) first accepts the highest-rated position at their location to which their seniority and qualifications entitle them; or
 - (b)** If no position is available at their location they accept the highest-rated position on their Basic Seniority Territory to which their seniority and qualifications entitle them.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

- (i)** The dollar value of the incumbency above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position they are holding erase the incumbency differential; or

- (ii) The employee's services are terminated by discharge, resignation, death or retirement.

An example of the application of Article 8.9(b)(i) follows:

Date	Basic Rate	Incumbency Level
October 1, 1988	\$500.00	\$550.00
January 1, 1989 (4.5%)	\$522.50	\$572.50
January 1, 1990 (4%)	\$543.50	\$593.40
January 1, 1991 (4.5%)	\$567.85	\$617.85
January 1, 1992 (3%)	\$584.89	\$617.85
January 1, 1993 (3%)	\$602.44	\$617.85
January 1, 1994 (3%)	\$620.50	Incumbency disappears

For the purpose of this Article 8.9, the basic rate of a position paid on a four-week guarantee basis or the basic rate of a position with stand-by earnings shall be converted to a basic rate on a forty-hour week basis.

Example - Four-Week Guarantee

The basic rate of employees who are guaranteed 179.3 hours for each four-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. Inasmuch as their guarantee represents \$1,890.00 per four-week period, their Basic Weekly rate shall be considered as \$472.50 and their basic hourly rate shall be considered as \$11.81.

ARTICLE 9

Government Assistance Program

- 9.1** All payments under The Plan are to be reduced in whole, or in part, in each case by any amount payable for the same purpose under a Government Assistance Program.

ARTICLE 10

Seasonal Employees

- 10.1** Seasonal employees are defined as those who are employed regularly by the Company but who normally only work for the Company during certain seasons of the year. Article 4 of The Plan shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of

any period or part of a period of layoff falling within the **recognized** seasonal layoff period for such group. In respect of seasonal employees laid off during the **recognized** seasonal working period, the seven-day waiting period provided for in Article 4.4(a)(ii) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the **recognized** seasonal working period, the seven-day waiting period, as the case may be, will begin on the commencement date of the **recognized** seasonal working period. Seasonal employees and **recognized** seasonal working periods shall be as defined in Memoranda of Agreement signed between the Company and the Union signatory thereto.

ARTICLE 11

Casual and Part Time Employees

- 11.1** Casual and part time employees are those who work casually on an as-required basis from day to day, including those who work part days as distinguished from employees who work on regular or regular seasonal positions.
- 11.2** Casual and part time employees are entirely excluded from the provision of The Plan.

ARTICLE 12

Non-Applicability of Sections 52, 54 and 55, Part I, and Sections 214 TO 226 Inclusive of Part III of the Canada Labour Code

- 12.1** The provisions of The Plan are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I, of the Canada Labour Code do not apply.
- 12.2** The provisions of The Plan are intended to **minimize** the impact of termination of employment on the employees represented by the Rail Canada Traffic Controllers party to The Plan and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

ARTICLE 13

Severance Payment

13.1 For each year of Cumulative Compensated Service (**C.C.S.**) or major portion thereof, employees will be allowed credit weeks as follow:

Employees with less than eight years Cumulative Compensated Service	One week's basic weekly pay for each year of Cumulative Compensated Service
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Employees with eight or more years of Cumulative Compensated Service	Two and one-quarter weeks basic weekly pay for all years of Cumulative Compensated Service
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13.2 Employees eligible for a severance payment and who resign and who at a later date will become eligible for early retirement pension under the Company Pension Rules shall be entitled to receive the lesser of :

(a) Their severance payment entitlement under The Plan; or;

(b) A lump sum amount equal to the basic pay they would had earned had they worked until eligible for an early retirement pension. The basic pay is to be calculated at the employees' Basic Weekly Rate in effect at the time of their resignation.

13.3 In cases of permanent staff reductions, employees who have two years or more of continuous employment relationship at the beginning of the calendar year in which the permanent reduction occurs may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above but such severance payment will not in any event exceed the value of one and one-half years' salary at the Basic Weekly Rate of the position held at the time of abolishment or displacement (calendar year may be deemed to run from January 1 to December 31).

13.4 Employees will have fourteen calendar days from the date of layoff to decide to claim a severance payment under this Article.

13.5 Notwithstanding any other provision in The Plan, if upon the effective date of resignation from the Company's service, employees are eligibles for early retirement pension, they will not be eligible for a severance payment under this Article.

ARTICLE 14

Amendments

- 14.1** The parties hereto may at any time during the continuance of The Plan amend its provisions in any respect by mutual agreement.

ARTICLE 15

Commencement

- 15.1** Payment of benefits under The Plan shall commence on June 1, 1995.

ARTICLE 16

Duration

- 16.1** The Plan cancels and supersedes for the signatory Union hereto, as specified in Appendix A" to The Plan, The Employment Security and Income Maintenance Plan dated December 1, 1992, between Canadian National Railway Company and the Rail Canada Traffic Controllers.
- 16.2** The Plan will remain in effect until revised in the manner and at the time provided in respect of the revision of the Master Agreement which is current from time to time.

For the Company:

(Sgd) J.T. Torchia
for: R.J. Dixon
Assistant Vice-President
Labour Relations &
Employment Legislation

For the Union:

(Sgd) G. Hallé
Canadian Director

APPENDICES

APPENDIX "A"

Listing of Collective Agreements Covered by the Plan

Organization	Agreement #	Classification	Employees Location
RCTC Rail Canada Traffic Controllers	7.1	Rail Traffic Controllers	CN Rail

APPENDIX "B"

May 4, 1995

Mr. A Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Letter of Understanding Re: Timing of a Technological, Operational or Organizational Change

Dear Sir:

When the Company has issued notice of a technological, operational or **organizational** change as provided for in Article 8.1 of The Plan, the officer(s) of the Union upon who the notice has been served and whose members are likely to be affected by the change, may meet with the appropriate officers of the Company with the object of discussing the proposed implementation date of the change.

It is understood that any such change in the proposed implementation date would be considered by the Company on the basis of the possible alleviation of any undue hardship on the employees if the implementation date were to be changed, plus any other factors which might be considered relevant. It is further understood that nothing in this letter restricts the right of the Company to implement the change at the time issued in the original notice or at any later time that the Company might consider appropriate.

Should any employee undergo any undue financial hardship as the result of the change, the Union involved may refer the situation to the Labour Adjustment Committee for possible considerations as a special case as contemplated under Article 3 of The Plan.

Yours truly,

Assistant Vice-President
Labour Relations

APPENDIX "C"

May 4, 1995

Mr. A Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Implementation of National Transportation Agency Decisions

Dear Sir:

In the event the Company issues a notice under Article 8 of The Plan relating to a proposed change which requires the proposed implementation date of such change be delayed on account of the National Transportation Agency approval not having been received in sufficient time, the Union officers involved may review with the appropriate Company officers the new implementation date proposed if he is of the opinion that the revised date might have adverse effects on the employees involved.

Should any dispute arise out of the review, it may be submitted to the Committee for adjudication. In such instances, however, the arbitration provisions of The Plan will not apply.

Yours truly,

Assistant Vice-President
Labour Relations

APPENDIX "D"

May 4, 1995

Mr. A. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

The settlement between CN and your union signed today provides for extensive changes to the current Employment Security and Income Maintenance Agreement. The nature of collective bargaining is such that the new language needed to reflect such changes was developed under tight time constraints. While the parties made every reasonable effort to ensure that the revised wording truly reflects the intent of the changes agreed to, it is **recognized** that legitimate differences of opinion as to the proper application of the new rules can occur.

In handling such situations, it is agreed that the Labour Adjustment Committee established in the Employment Security and Income Maintenance Agreement would review any disagreement as to the application of the new rules.

It is understood that every practical alternative to resolve such disputes will be explored before resorting to arbitration. In the event arbitration is necessary, it will be on an expedited basis.

If the above reflects the understanding of the parties, please sign below.

Yours truly,

Assistant Vice-President
Labour Relations

I AGREE

Mr. A. Owens
National President
Rail Canada Traffic Controllers

APPENDIX "E"

May 4, 1995

Mr. A. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

During negotiation of the Employment Security and Income Maintenance Agreement, concerns were raised with regard to mobile homes not being **moveable** and the amounts payable for relocation purposes.

It was agreed that the current practice would be applied, whereby if it is determined by an independent appraiser that a mobile home is not moveable, homeowner provisions would apply.

Yours truly,

for: Assistant Vice-President
Labour Relations

APPENDIX "F"

May 4, 1995

Mr. A. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

During negotiation of the new Employment Security and Income Maintenance Agreement, concerns were raised by the union in regard to the length of entitlement to employment security under Article 7.4 when an eligible employee has taken work outside the Company as determined by the Labour Adjustment Committee.

It is understood that an employee who receives less income while working outside the Company than the employee's employment security salary will have such income topped off to equal 100% of the employment security salary. It is also understood that the employee's employment security entitlement period will not be reduced by the number of weeks of top off received.

Yours truly,

for: Assistant Vice-President
Labour Relations

APPENDIX "G"

May 4, 1995

Mr. A. Owens
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Owens:

In negotiating expanded job opportunities for employees adversely affected by a change pursuant to a notice under Article 8.1, questions were raised in regard to the protection that would be afforded to employees who were required to accept any of the expanded job opportunities.

Employees who are required to relocate beyond the Region pursuant to Article 7 of the Employment Security and Income Maintenance Agreement, if laid off, regardless of the reason, within one year, will revert back to the benefits available under Article 7 without having to relocate for a period of two years. Prior to employees being required to accept such positions pursuant to Article 7, the Labour Adjustment Committee will assess, to the extent possible, the stability of such positions.

When an employee has relocated beyond the Region and such employee is subsequently affected by a permanent change within a two (2) year period, the employee will not be considered as having voluntarily ceased the employment relationship with the Company pursuant to Articles 7.7 and 7.15. Employees who are required to accept positions within the operating group, where earnings are irregular, will have their earnings adjusted on a quarterly basis.

Yours truly,

for: Assistant Vice-President
Labour Relations