

11.1 Signals IBEW #11

**AGREEMENT 11.1**

**Between**

**CANADIAN NATIONAL RAILWAY COMPANY**

**and**

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS SYSTEM COUNCIL NO. 11**

**covering**

**Rates of pay and rules governing the service  
of S & C Coordinators, S & C Technicians,  
S & C Testmen, S & C Leading Maintainers,  
S & C Leading Mechanics, S & C Maintainers,  
S & C Mechanics, S & C Assistants, S & C Linemen,  
S & C Apprentices and S & C Helpers**

**Revised and reprinted November 1998**

**(version française disponible sur demande)**

## TABLE OF CONTENTS

### ARTICLE PAGE

1	Scope	1
2	Classification	1
3	Rates of Pay	3
4	Stand-By Allowance	9
5	Hours of Service and Meal Period	12
6	Overtime and Calls	13
7	Rest Days	13
8	Service Away From Headquarters	16
9	Seniority	18
10	Promotion, Advertising and Filling Positions	20
11	Staff Reduction and Return to Service	26
12	Training	28
13	Discipline and Grievances	33
14	Leave of Absence and Free Transportation	38
15	Mileage Allowance	39
16	Sleeping Quarters	39
17	Relief Work and Preservation of Rates	39
18	Vacation	40
19	General Holidays	43
20	Bereavement Leave	46
21	Attending Court or Investigation	46
22	Jury Duty	47
23	Life Insurance Upon Retirement	47
24	Employee Benefit Plan Life Insurance and Sickness Benefits	48
25	Medical and Rule Examinations	48
26	Dental and Extended Health Care Plan	48
27	Injured on Duty	49
28	Paid Maternity Leave Plan	49
29	Employment Security and Income Maintenance Plan	49
30	Transfer of Work	49

31	Contracting Out	50
32	Casual Employees	51
33	Printing of Collective Agreement	51
34	Duration of Agreement	52
35	Negotiations During the Term of Agreement	52
36	Coverage	52

## APPENDICIES

	<b>PAGE</b>	
APPENDIX A -	Union Dues Agreement	55
APPENDIX B -	Letter of Understanding with respect to the granting of expenses for, noonday lunch for Signal Helpers	57
APPENDIX C -	Letter of Understanding concerning policy adopted for employees who, because of severe snow conditions, report late for work or are unable to report at all	58
APPENDIX D -	Letter of Understanding concerning the application of Paragraph 6.2	60
APPENDIX E -	Memorandum of Agreement concerning the establishment of a supplementary seniority list	61
APPENDIX F -	Letter of Understanding concerning general holidays that apply to employees who work in more than one province	62
APPENDIX G -	Letter concerning grievance procedures	63
APPENDIX H -	Letter of Understanding concerning a disabled employee	64
APPENDIX I -	Memorandum of Agreement concerning the Job Security Eligibility Territories	66
APPENDIX J -	Memorandum of Agreement suspending the provisions of Article 10 for certain employees	67
APPENDIX K -	Memorandum of Agreement concerning hours of service for certain Gang employees	68
APPENDIX L -	Letter of Understanding concerning seniority status of employee who is awarded an S&C Technician position on other than his home Region	70
APPENDIX M -	Memorandum of Agreement concerning Discipline Trial Project	71
APPENDIX N -	Letter of Understanding concerning corrective discipline	75
APPENDIX O -	Letter of Understanding concerning the application of the revised Training Program	79
APPENDIX P -	Memorandum of Agreement concerning the recognized seasonal working period	81
APPENDIX Q -	Memorandum of Agreement concerning Technician Trainees in R.T.C. Centres, Hump Yards, Radio Shops and S&C centres	82

**PAGE**

APPENDIX R -	Letter of Understanding concerning Weekend Travel Assistance	84
APPENDIX S -	Letter of Understanding concerning the application of Note to Article 4.5	89
APPENDIX T -	Memorandum of Agreement concerning Suspension of Article 8.2	90
APPENDIX U -	Letter of Understanding concerning Bulletining of positions on Regional S&C Installation gangs	92
APPENDIX V -	Voluntary Stand-By Agreement	93
APPENDIX W -	Special Agreement - Technical Trainee Program	95
APPENDIX X	Senior Technician - Salary Protection upon creation of the Classification of S & C Coordinator	98
APPENDIX Y	S & C Coordinator Test	100
APPENDIX Z	Incidental Expenses incurred by employees on Stand-by	101
APPENDIX AA	Gainsharing	102
APPENDIX BB	Weekly Indemnity Benefit Plan	104
APPENDIX CC	VIA Pass Transportation Benefits	105
APPENDIX DD	Preliminary Report on Standby	107
APPENDIX EE	Drug & Alcohol policy pertaining to employees on call	110
APPENDIX FF	Contracting out of work	112

**I N D E X****A**

Attending Court or Investigation  
46

**B**

Bereavement Leave  
44

**C**

Classification  
1  
Contracting Out  
50  
Coverage  
52

**D**

Dental and Extended Health Care Plan  
48  
Discipline and Grievances  
33  
Duration of Agreement  
52

**E**

Employee Benefit Plan Life Insurance and Sickness Benefits  
48  
Employment Security and Income Maintenance Plan  
49

**G**

General Holidays  
43

**H**

Hours of Service and Meal Period  
12

**I**

Injured on Duty

49

**J**

Jury Duty

47

**L**

Leave of Absence and Free Transportation

38

Life Insurance Upon Retirement

47

**M**

Medical and Rule Examination

48

Mileage Allowance

39

**N**

Negotiations During the Term of Agreement

52

**O**

Overtime and Calls

13

**P**

Paid Maternity Leave Plan

49

Printing of Collective Agreement

51

Promotion, Advertising and Filling Positions

20

**R**

Rates of Pay

3

Relief Work and Preservation of Rates

39

Rest Days

13

**S**

Scope

1

Service Away From Headquarters

16

Sleeping Quarters

39

Stand-By Allowance

9

**T**

Training

28



Transfer of Work

49

**V**

Vacations

40

## **ARTICLE 1**

### Scope

**1.1** By S & C Coordinators, S & C Technicians, S & C Testmen, S & C Leading Maintainers, S & C Maintainers, S & C Leading Mechanics, S & C Mechanics, S & C Assistants, S & C Linemen, S & C Apprentices and S & C Helpers is meant employees for whom rates of pay are provided for in this Agreement, who have been in the service for six months in the preceding twelve months.

**1.2** The use of the masculine gender includes the feminine and vice versa.

## **ARTICLE 2**

### Classification

#### **S & C Coordinator**

**2.1** An employee assigned to supervise, instruct, lead, guide and direct the work of S&C employees engaged in the maintenance or installation of S&C equipment, and to instruct such employees in the proper performance of their work.

#### **S & C Technician**

**2.2** An employee who has successfully passed the qualification test for S & C Technician and who has been awarded a position as such to perform work pertaining to or under the jurisdiction of the S & C Department.

#### **S & C Leading Maintainer or S & C Leading Mechanic**

**2.3** An S & C Maintainer or S & C Mechanic regularly supervising the work of and working with other S & C Maintainers or S & C Mechanics; or an S & C Testman.

#### **S & C Maintainer or S & C Mechanic**

**2.4** An employee qualified and assigned to construct, install, maintain, repair or renew any apparatus, or to perform electrical and other work pertaining to, or under the jurisdiction of the S & C Department.

#### **S & C Apprentice**

**2.5** An employee in training for the position of S & C Maintainer or S & C Mechanic, and under the direction of S & C Maintainer or S & C Mechanic, performing the work generally recognized as S & C Maintainer's or S & C Mechanic's work.

## **S & C Helper**

**2.6** An employee assigned to assist other employees specified herein. An S & C Helper when working alone or with other S & C Helpers shall not be required to do work recognized as distinctively S & C Maintainers' or S & C Mechanics' work.

## **S & C Assistant**

**2.7** A Compulsory Trainee who has successfully completed the S & C Apprentice Training Program will be eligible for the S & C Assistant classification three years after the date on which he is enrolled into the Apprentice Training Program. The date of enrollment shall be the date the employee was first paid as an Apprentice.

Where the application of Article 3.2, results in an employee's apprenticeship time being reduced, the above mentioned three-year period will be reduced by the same amount of time.

An employee who is eligible for the S & C Assistant classification shall be considered an S & C Assistant when he is not assigned to a higher rated classification.

An S & C Assistant shall be subject to all the conditions of this Agreement which apply to employees who have successfully completed the Apprentice Training Program and who are referred to as S & C Apprentices. The S & C Apprentice seniority list shall govern the filling of S & C Assistant positions.

**NOTE:** An Apprentice who is precluded from completing the Training Program within a period of three years, through no fault of his own, will be afforded the title of S & C Assistant and paid the corresponding rate of pay for such position after completion of three years service.

**ARTICLE 3**

Rates of Pay

**3.1 (A)**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
S & C Coordinator	24.220	24.704	25.198
S & C Technician	20.659	21.072	21.493
S & C Testman	23.272	23.737	24.212
S & C Leading Maintainer	20.023	20.423	20.831
S & C Leading Mechanic	20.023	20.423	20.831
S & C Maintainer	19.736	20.131	20.534
S & C Mechanic	19.736	20.131	20.534
S & C Lineman	19.563	19.954	20.353
S & C Assistant	17.744	18.099	18.461

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
S & C Apprentice (enrolled subsequent to December 31, 1984)			
1st 6 mos. or equiv. experience	15.080	15.382	15.690
2nd 6 mos. or equiv. experience	15.286	15.592	15.904
3rd 6 mos. or equiv. experience	15.486	15.796	16.112
4th 6 mos. or equiv. experience	15.978	16.298	16.6.24
S & C Helper (protected rate) as per Memorandum of Agreement dated December 7, 1984	16.585	16.917	17.255
S & C Helper	12.987	13.247	13.512

**Note:** Subject to the terms of the Training Agreement (Article 12), employees occupying positions in the following classifications shall be entitled to the following Training Rates of Pay.

**(B)**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
S & C Coordinator	24.578	25.070	25.571
S & C Technician	21.803	22.239	22.684
S & C Testman (April 1, 1987)	23.624	24.096	24.578
S & C Leading Maintainer	20.384	20.792	21.208
S & C Leading Mechanic	20.384	20.792	21.208
S & C Maintainer	20.096	20.498	20.908
S & C Mechanic	20.096	20.498	20.908

**New Employee Starting Rates**

(Before training rates)

**(C)**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
S & C Coordinator			
0 to 7 months service	20.587	20.998	21.418
8 to 14 months service	21.798	22.234	22.678
15 to 21 months service	23.009	23.469	23.938
Thereafter	24.220	24.704	25.198

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98	Jan. 1/99	Jan. 1/2000
	\$	\$	\$
<b>S &amp; C Technician</b>			
0 to 7 months service	18.222	18.587	18.958
8 to 14 months service	19.294	19.680	20.074
15 to 21 months service	20.366	20.774	21.189
Thereafter	21.438	21.867	22.304
<b>S &amp; C Testman</b>			
0 to 7 months service	19.781	20.176	20.580
8 to 14 months service	20.945	21.364	21.791
15 to 21 months service	22.108	22.550	23.001
Thereafter	23.272	23.738	24.212

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98	Jan. 1/99	Jan. 1/2000
	\$	\$	\$
<b>S &amp; C Leading Maintainer</b>			
0 to 7 months service	17.020	17.360	17.706
8 to 14 months service	18.021	18.381	18.748
15 to 21 months service	19.022	19.402	19.789
Thereafter	20.023	20.423	20.831
<b>S &amp; C Leading Mechanic</b>			
0 to 7 months service	17.020	17.360	17.706
8 to 14 months service	18.021	18.381	18.748
15 to 21 months service	19.022	19.402	19.789
Thereafter	20.023	20.423	20.831

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98	Jan. 1/99	Jan. 1/2000
	\$	\$	\$
<b>S &amp; C Maintainer</b>			
0 to 7 months service	16.776	17.111	17.454
8 to 14 months service	17.762	18.118	18.481
15 to 21 months service	18.749	19.124	19.507
Thereafter	19.736	20.131	20.534
<b>S &amp; C Mechanic</b>			
0 to 7 months service	16.776	17.111	17.454
8 to 14 months service	17.762	18.118	18.481
15 to 21 months service	18.749	19.124	19.507
Thereafter	19.736	20.131	20.534

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98	Jan. 1/99	Jan. 1/2000
	\$	\$	\$
<b>S &amp; C Lineman</b>			
0 to 7 months service	16.629	16.961	17.300
8 to 14 months service	17.607	17.959	18.318
15 to 21 months service	18.585	18.956	19.335
Thereafter	19.563	19.954	20.353
<b>S &amp; C Helper</b>			
0 to 7 months service	11.039	11.260	11.485
8 to 14 months service	11.688	11.922	12.161
15 to 21 months service	12.338	12.585	12.836
Thereafter	12.987	13.247	13.512

**Note:** Subject to the terms of the Training Agreement (Article 12), employees occupying positions in the following classifications shall be entitled to the following Training Rates of Pay:

**Starting Rates**

(After training rates)

**(D)**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
S & C Coordinator			
0 to 7 months service	20.891	21.310	21.735
8 to 14 months service	22.120	22.563	23.014
15 to 21 months service	23.349	23.817	24.292
Thereafter	24.578	25.070	25.571

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
S & C Technician			
0 to 7 months service	18.533	18.903	19.281
8 to 14 months service	19.623	20.015	20.416
15 to 21 months service	20.713	21.127	21.550
Thereafter	21.803	22.239	22.684
S & C Testman			
0 to 7 months service	20.080	20.482	20.891
8 to 14 months service	21.262	21.686	22.120
15 to 21 months service	22.443	22.891	23.349
Thereafter	23.624	24.096	24.578



CLASSIFICATION	EFFECTIVE		
	Jan. 1/98	Jan. 1/99	Jan. 1/2000
	\$	\$	\$
<b>S &amp; C Leading Maintainer</b>			
0 to 7 months service	17.326	17.673	18.027
8 to 14 months service	18.346	18.713	19.087
15 to 21 months service	19.365	19.752	20.148
Thereafter	20.384	20.792	21.208
<b>S &amp; C Leading Mechanic</b>			
0 to 7 months service	17.326	17.673	18.027
8 to 14 months service	18.346	18.713	19.087
15 to 21 months service	19.365	19.752	20.148
Thereafter	20.384	20.792	21.208

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98	Jan. 1/99	Jan. 1/2000
	\$	\$	\$
<b>S &amp; C Maintainer</b>			
0 to 7 months service	17.082	17.423	17.772
8 to 14 months service	18.086	18.448	18.817
15 to 21 months service	19.091	19.473	19.863
Thereafter	20.096	20.498	20.908
<b>S &amp; C Mechanic</b>			
0 to 7 months service	17.082	17.423	17.772
8 to 14 months service	18.086	18.448	18.817
15 to 21 months service	19.091	19.473	19.863
Thereafter	20.096	20.498	20.908

**NOTE I:** Each month of service referred to in Articles 3.1(C) and (D) equates to 21 days of cumulative compensated service. Therefore, 7 months of service equates to (7 X 21) 147 days of cumulative compensated service.

**NOTE II:** An employee being paid a starting rate in accordance with Articles 3.1(C) and (D) will have all of his cumulative compensated service applied to determine his rate of pay when he enters work in a different classification.

**3.2** The period of equivalent experience in Article 3.1(A) refers to work of their trade on the Railway or elsewhere of which they can show satisfactory evidence.

**3.3** In applying the sliding scales 1,044 hours' service as shown on payroll will be considered as six months' service, and 2,088 hours as one year's service. Holiday and vacation time shall be considered service.

**3.4** **Effective January 1, 1993**, 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 absence from duty such as vacations, general holidays, etc.

**3.5** S & C Helpers, who were hired prior to 1 January 1985 will have the S & C Apprentice rates applied every 6 months in line with Article 3.1 in recognition of their on the job experience.

#### **ARTICLE 4**

##### Stand-By Allowance

**4.1** In view of the intermittent character of the work of certain S & C Coordinators, S & C Technicians, S & C Leading Maintainers, S & C Leading Mechanics, S & C Maintainers, S & C Mechanics, S & C Assistants, S & C Apprentices and S & C Helpers, they will be paid in addition to their regular earnings for time actually worked, a stand-by allowance of 6.75 straight time hours per week at the applicable hourly rate of the job they occupy. The provisions of Articles 4.2 to 4.16 inclusive, will apply to employees referred to in this Article.

##### **Note: See Appendix Z**

**4.2** Employees will be paid in accordance with Article 6 for work performed outside of regular hours on regular work days, on call days and on rest days.

**4.3** Employees shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Article 7.

**4.4** Employees shall be assigned one call day per week, either Saturday or Sunday, and one rest day per week, either Saturday or Sunday, except that, at those locations where more than one shift is required, such employees shall be assigned one call day per week and one rest day per week which shall be consecutive.

**4.5** On call days and outside of regular hours, employees will protect calls on their own territory. They will be available for calls unless they make suitable arrangements with the S & C Supervisor for the protection of their territory without involving additional expense to the Company and so advise the proper authority. It is the responsibility of the S & C Supervisor to advise the employee, in writing, as to who the "proper authority" is at any given time.

**NOTE:** Notwithstanding the provisions of this Article 4.5, in recognizing that the requirements of the service must be met under circumstances caused by the temporary absence of regular employees, the Company may require employees to protect calls on adjacent territories.

(See Appendix S)

**4.6** On rest days, employees will not be subject to call. However, they will be called, and if available may accept such call.

**4.7** On territories where conditions warrant, other mutually satisfactory arrangements may be agreed upon in writing between the S & C Supervisor and the accredited representative of the employee for protection of the employee's territory.

**4.8** Except on assigned rest day, such employees shall not absent themselves from their assigned territory during the regular working hours without permission and when absent from regular place of call after regular working hours, they will notify the Rail Traffic Controller or Manager Rail Traffic Control Centre as appropriate.

**4.9** Unless other mutually satisfactory arrangements exist between the employees and their supervisor, calls will be directed first to the employee assigned to the territory involved.

### **Holiday Pay for Qualified Employees on Stand-By**

#### **No Work Performed on General Holiday**

**4.10** When a general holiday falls on a regular work day or on a call day (sixth day) and the employee is not subject to call and does not work on that day, such employee will be paid 8 straight time hours for the general holiday not worked, in accordance with Article 19.5(a).

#### **4.11**

**(a)** When a general holiday falls on a regular work day or on a call day (sixth day) and the employee is subject to call, such employee will be allowed 8 straight time hours, in addition to the general holiday pay provided in Article 19.5 (a).

**NOTE:** An employee who had not concluded arrangements to have his or her territory protected on his or her call day in accordance with Article 4.5 will be covered by Article 4.11(a). In the application of Article 4.11(a) an employee may be required to protect calls on his/her territory and one adjacent territory each alternate general holiday. However, recognizing that the requirements of the service must be met under the circumstances caused by the temporary absence of regular employees, the Company may, in such circumstances, require employees to protect calls on adjacent territories each alternate general holiday.

**(b)** An employee who concludes arrangements to have his territory protected on his assigned call day each alternate weekend in accordance with Article 4.5 shall be required to enter into a similar arrangement to protect calls on his territory each alternate general holiday. Such employee will only be entitled to receive the 8-straight-time-hour standby payment when it is his turn to protect calls on a general holiday.

The broken time outlined in Article 4.16 is not affected by the application of Article 4.11.

#### **Work Performed on General Holiday**

**4.12** When a general holiday falls on a regular work day and the employee works his regular hours on that day, such employee will be paid in accordance with Article 19.6. In addition, such employee will be allowed 8 straight time hours for being available on that day as provided in Article 4.11.

**4.13** When a general holiday falls on a regular work day or on a call day (sixth day), and the employee is on stand-by, if he is called to work on that day, such employee will be paid for actual time worked in accordance with Article 19.6 in addition to the 8 straight time hours for being available on that day as provided in Article 4.11.

**4.14** The general holiday compensation provided in this Article supersedes the provisions of Article 19 where in conflict therewith.

**4.15** Employees who do not qualify for general holiday pay in accordance with Article 17.3 will be subject to the provisions of Articles 4.10 to 4.14 inclusive, except that they will not receive payment for the general holiday.

#### **Broken Time for Employees on Stand-By Conditions**

**4.16** **Effective July 1, 1993**, broken time for employees compensated on the

basis of this Article 4 shall be based on 46.75 straight time hours per week. In the event an employee is off duty without pay, he shall have deducted from his wages 8.5 straight time hours for each regular work day off-duty and 4.25 straight time hours for each call day off-duty.

**NOTE:** For voluntary Stand-by, see Appendix V.

## **ARTICLE 5**

### Hours of Service and Meal Period

**5.1** Except as otherwise provided herein, eight consecutive hours, exclusive of meal period, shall constitute a day's work.

**5.2** Regular assignments shall have a fixed starting time which will not be changed without thirty-six (36) hours' notice to the employees affected. Employees' time will start and end at a designated point.

**5.3** Except as may be otherwise arranged locally, the meal period shall not be less than thirty (30) minutes or more than one (1) hour. The meal period shall be exclusive of the time required to travel, up to a maximum of ten (10) minutes in each direction, to and from meal location.

**5.4** Where employees are working on an eight (8) hour continuous shift, only twenty (20) minutes shall be allowed for lunch, and without deduction of pay.

**5.5** When meal period is allowed it will be between the ending of the fourth hour and the beginning of the seventh hour after starting time, unless mutually otherwise arranged locally.

An employee who is required to work overtime continuous with his regular shift shall be allowed a twenty (20) minute meal period at the end of the twelfth hour, without deduction in pay.

**5.6** If the meal period is not afforded within the allowed or agreed time limit, and is worked, it shall be paid for at one and one-half times the pro rata rate, and twenty (20) minutes without deduction in pay, in which to eat, shall be afforded at the first opportunity.

### **S & C Testmen**

#### **5.7**

**(a)** S & C Testmen shall be considered as 40-hour week employees and shall be covered by the provisions of Article 7.

**(b)** An S & C Testman, if required to work in excess of eight (8) hours on a regular work day or to work on a rest day, shall be compensated in accordance with Article 6 of this Agreement, except that present understandings with respect to the accumulation of "bank time" will continue in effect.

## **ARTICLE 6**

### Overtime and Calls

**6.1** Except as otherwise provided, time worked in excess of eight hours, exclusive of meal period, shall be considered overtime and paid on the actual minute basis at the rate of time and one-half.

**6.2** Except as otherwise provided, an employee called in case of an emergency or a temporary urgency outside of his regular assigned hours, after having been relieved, will be paid a minimum of three hours at overtime rates for which three hours of service may be required, but for such minimum he will not be required to perform work other than that of the emergency, and possibly another emergency which might arise subsequent to the time of the call. If, however, an employee is called to commence work less than two hours before his regular starting time, the time will be computed continuously with the regular day's work and the time before the regular starting time will be paid for at the rate of time and one-half on the minute basis.

(See Appendix D)

**6.3** Employees will not be required to suspend work in regular hours to equalize overtime.

**6.4** All overtime earned shall be shown as a separate item on the pay cheques of employees.

## **ARTICLE 7**

### Rest Days

**7.1** Unless otherwise provided, a work week of forty (40) hours consisting of five (5) days of eight (8) hours each is established.

**7.2** Except as otherwise provided in Article 4, employees shall be assigned two rest days in each seven. 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. The work weeks may be staggered in accordance with the Company's operational

requirements.

**7.3** In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday to employees covered by Article 7.2, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief or working an employee on an assigned rest day would be involved.

**7.4** On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed five (5) days and rest days so accumulated shall be allowed consecutively when five (5) days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between the officers of the Company and the System General Chairman.

**7.5** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees on a particular territory the following procedures shall be observed.

**(a)** All possible regular relief positions shall be established pursuant to Articles 7.6, 7.7 and 7.8.

**(b)** Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.

**(c)** Accumulation of rest days under Article 7.4 shall be considered.

**(d)** 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.

**(e)** If the foregoing does not solve the problem then some of the relief men may be given non-consecutive rest days.

**(f)** 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 days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

**(g)** 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 men.

**7.6** All possible regular relief assignments with five days' work per week and two

consecutive rest days (subject to Article 7.5) 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.

**7.7** Where situations exist making it impracticable to establish relief assignments in accordance with the above, the officers of the Company and the System General Chairman may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.

**7.8** 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.

**7.9** Employees, if required to work on regularly assigned rest days shall be paid at the rate of time and one-half on the minute basis with a minimum of three hours at time and one-half for which three hours' service may be required, except where such work is performed by an employee moving from one assignment to another, or to or from a laid-off list, or where rest days are being accumulated under Article 7.4.

**7.10** There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for 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.

**7.11** The term "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 or unassigned employees shall mean a period of seven consecutive days starting with Monday.

**7.12** When work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty (40) hours of work that week. In all other cases by the regular employee.

**7.13** Various work cycle arrangements may be established by mutual agreement between the proper officer of the Company and the Union. Such work cycle variations may include 10 work days followed by 4 rest days, 15 work days followed by 6 rest days, 8 work days (10 hours each) followed by 6 rest days, etc.



Where such agreement is reached the parties will make a joint application to the Minister of Labour in accordance with the provisions of the Canada Labour Code.

It is understood that the various work cycle arrangements are for the purpose of meeting the Company's operational requirements or to provide employees working long distances from home sufficient time to return home on their rest days.

**NOTE:** Work cycle arrangements of 10 work days followed by 4 rest days which commence on a Tuesday do not require a Ministerial Permit.

## **ARTICLE 8**

### Service Away From Headquarters

#### **8.1**

**(a)** Except as otherwise provided, employees detained for conveyance and while travelling on orders of the Company to and from work outside of their regular assigned territory or headquarters, after regular working hours, will be paid straight time. This does not apply to employees compensated on the basis of a stand-by allowance covered by Article 4 or to employees travelling in regular boarding cars or when sleeping accommodation is furnished by the Company.

**(b)** Employees will be paid at the straight time rate for time travelling in boarding and sleeping cars, on orders of the Company, under the following conditions:

**(1)** During regular working hours,

**(2)** between 0001 and 0600 hours provided the employees concerned have to work that day,

**(3)** between 0600 and 2200 hours on a regularly assigned rest day or on a general holiday.

**(c)** When practical to do so, boarding and sleeping cars shall be moved at times other than between 2300 and 0600 hours.

#### **8.2**

**(a)** Employees required to remain away from their headquarters or boarding cars overnight will be paid reasonable expenses for meals and lodging which they necessarily incur.

**(b)** Employees with no headquarters who are required to be absent from their place of residence overnight will be paid reasonable expenses for meals and lodging which they necessarily incur.

(See Appendices T and U)

**8.3** Employees who, due to the requirement of the position held, are unable to be at their headquarters for their noonday lunch shall be reimbursed for actual reasonable expenses incurred for the noonday lunch up to a maximum of \$9.50. This amount is subject to review if conditions warrant on a yearly basis.

Expenses up to a maximum amount of \$ 12.25 will be allowed for any additional meal which employees necessarily incur. This amount is subject to review if conditions warrant on a yearly basis.

**8.4** Employees with no headquarters who, due to the requirement of the position held, are unable to return to their residence for their noonday lunch, shall be reimbursed for actual reasonable expenses incurred for the noonday lunch up to a maximum of \$9.50, unless such is provided by the Company. This amount is subject to review if conditions warrant on a yearly basis.

Expenses, up to a maximum amount of \$ 12.25 will be allowed for any additional meal which employees necessarily incur. This amount is subject to review if conditions warrant on a yearly basis.

**8.5** When meals in cars are supplied by a contractor or by the Company, the charge for same will be \$2.20 per meal.

**8.6** Employees boarding in Company or contractor's outfits shall not be required to pay for meals while on leave of absence, when absent from outfits on duty or on account of sickness, or when permitted to go home for the weekend and absent for two or more consecutive meals. In the latter case, forty-eight hours' written notice must be given to those in charge of outfits, of intent to be absent from such meals, otherwise the employee will be charged three dollars (\$3.00) for each meal not taken.

**8.7** When it can be done without in any way interfering with the work, employees shall be permitted to take meals at their homes. In such cases, no charges for meals shall be made provided that the employee gives a forty-eight-hour written notice to those in charge of outfits of his intent to be absent from such meals, otherwise the employee will be charged three dollars (\$3.00) for each meal not taken.

## **ARTICLE 9**

### Seniority

**9.1** A new employee shall not be regarded as permanently employed until after 125 working days' service, which service must be accumulated within the preceding twenty-four months. Within such period he may without investigation be removed for cause which in the opinion of the Company renders him undesirable for its service. If retained in service, such employee shall be accorded seniority in the classification in which he was first employed. Probationary employees will not be permitted to exercise seniority to positions until the completion of their probationary period.

### **9.2**

**(a)** Seniority lists shall be updated and posted at the headquarters locations of all employees concerned, on or before June 30 and December 31 of each year. A copy of said list shall also be furnished to the union representatives of the employees.

**(b)** Seniority lists shall be open for correction for a period of sixty calendar days on presentation in writing of proof of error by the employee or his representative to the employee's immediate supervisor.

**(c)** Except by mutual agreement, seniority standing shall not be changed after becoming established by being posted for sixty calendar days following date of issue, without written protest.

**9.3** When two or more employees commence work in the same seniority group on the same day, the employee with the greatest previous service with the Company shall be senior, otherwise seniority standing shall be determined by the hour that the employee commences work. All things being equal, they shall be placed on the seniority list in alphabetical order of the surnames.

**9.4** For the purpose of promotion and seniority employees, on a Region by Region basis, shall be grouped as shown below:

- S & C Coordinators
- S & C Technicians
- S & C Leading Maintainers, S & C
- Leading Mechanics and S & C Testmen
- S & C Maintainers and S & C Mechanics
- S & C Apprentices
- S & C Helpers

**NOTE:** For seniority purposes the S & C Lineman classification will be considered as a separate seniority group and excluded from the line of promotion.

**9.5** Employees now filling or promoted to an official or excepted position with the Company and employees elected as Representatives of the employees covered by this Agreement (who shall be considered as on leave of absence), will be continued on the seniority list for the group or groups in which they had previously established seniority, and will continue to accumulate seniority while so employed.

**(a)** Employees promoted on or after January 1, 1979 to a permanent non-schedule, official, or excepted position with the Company, or its subsidiaries, shall continue to accumulate seniority on the seniority list from which promoted for a period of two (2) consecutive years. Following the two-year period in such capacity, such employees shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of their promotion. (If an employee is promoted to and is working a temporary position which becomes permanent, the date of promotion shall be the date originally promoted to the temporary position).

**NOTE:** Effective July 1, 1995, employees affected by the provisions of this Article 9.5(a) will recommence accumulating seniority from that date. Employees promoted on or after the above date, will continue to accumulate seniority and the provisions of this Article 9.5(a) will not be applicable.

**(b)** Employees who are released from an official or excepted position, must exercise their seniority in accordance with (i) or (ii) below, within thirty (30) days of their release or they will forfeit their seniority.

**(i)** Employees who are released from a permanent official or excepted position because of a staff reduction, demotion, or voluntarily revert to the schedule ranks, must either bid on any vacant position or displace the junior employee in the highest classification on their Region to which their seniority and qualifications entitle them to work.

Employees who revert to temporary positions, will also be required to declare on the permanent position held by the junior employee in the highest classification in which they hold seniority on their Region or to a vacant permanent position.

**(ii)** Employees promoted temporarily to an official or excepted position will have their regular position protected. While working such temporary position, employees will only be permitted to apply for permanent positions bulletined in a higher classification. When released from such temporary position, they will return to their regular position. In the event their position has been abolished or they have been displaced by a senior employee, they will be required to exercise their seniority by displacing a junior employee on their Region to which their seniority and qualifications entitle them to work.

**(c)** The appropriate System General Chairman and appropriate Local Representative shall be advised when employees are promoted to temporary official or excepted position and the expected duration thereof. In the case that employees are promoted to a temporary official or excepted position and later to a permanent position, the System General Chairman will also be advised of such change.

## **ARTICLE 10**

### Promotion, Advertising and Filling Positions

**10.1** Promotions shall be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail; Management to be the judge, subject to appeal as a grievance under Article 13 when the senior applicant is not awarded the position.

**10.2** Employees will be promoted in the respective groups and territories specified in Paragraphs 9.2 and 9.4.

#### **10.3**

**(a)** Bulletins will be issued on the first Friday of every month, advertising positions available and giving the names of the successful applicants to the positions advertised the previous month. Appointments will be made by the Officer of the Company issuing the bulletin. If there is no information to be distributed, a bulletin to that effect will be issued.

**(b)** Bulletins will be available to employees on the appropriate seniority territories for a period of not less than 10 calendar days. Bulletins will close on the third Friday of every month. A copy of the bulletins will be supplied to the Local Representative and the System General Chairman of the Brotherhood.

**(c)** Permanent new positions or vacancies and temporary positions or vacancies, which it is known will exist for ninety (90) calendar days or more, will be bulletined to the Region. The Local Representative of the Brotherhood will be consulted when the Company is unable to release an employee from a temporary vacancy at the expiration of ninety (90) days because of unforeseen circumstances.

**(d)** A new position or vacancy expected to be in existence in excess of ninety (90) days, but not more than one (1) year, will be bulletined as temporary. When it is known that a position which has been bulletined as temporary will exceed one (1) year, it will be bulletined as permanent, except when such position or vacancy is due to the medical disability of the regular incumbent or when an employee is promoted temporarily to an official or excepted position.

If a temporary vacancy exists due to an employee being temporarily promoted to an official or excepted position, the vacancy will be bulletined once per year as specified by this Article 10.3(d).

If a temporary vacancy exists due to the medical disability of the permanent incumbent for a period of one year, the System General Chairman and the proper Officer of the Company will meet to discuss the proper course of action that should be taken.

#### **10.4**

**(a)** Bulletins for positions on maintenance will show headquarters, assigned territory, classification, hours of work, qualifications required, whether temporary or permanent and if temporary the anticipated duration.

**(b)** Bulletins for positions on construction or inspection will show headquarters if applicable, assigned territory, classification, hours of work, qualifications required, whether temporary or permanent and if temporary the anticipated duration. In addition, a position on construction will show the permanent gang's number.

**10.5** Probationary employees will not be permitted to exercise seniority to positions until the completion of their probationary period.

**10.6** An employee may cancel his application provided cancellation reaches the issuing officer on or before the closing date of the bulletin. An employee may bid on a vacancy created by himself but will not be appointed to such vacancy unless there are no other applicants, or until it again becomes vacant. New positions or vacancies may be filled temporarily pending appointments.

**10.7** Employees appointed by bulletin to permanent positions in a seniority group will be accorded a seniority date in such group, and in all lower rated groups in which they have not previously established seniority, from the date of appointment by a bulletin. However, a Co-ordinator will only acquire S & C Technician seniority rights as of the date he is awarded such a position. An employee appointed to a permanent vacancy or new position by bid in a lower rated seniority group will forfeit his seniority in all higher rated groups. In no case will an employee be permitted to bid down into the Apprentice classification.

#### **10.8**

**(a)** An employee, with his concurrence, may be loaned from one Region to another. While on loan, he will be furnished with copies of bulletins issued on his home Region and may bid on such bulletins. If he fails to return to his home Region within one year, he may, within 30 days, elect to forfeit his seniority on his home Region and be accorded seniority on his new Region corresponding with the date he commenced service on such Region, unless otherwise mutually arranged between the System General Chairman and the proper Officer of the

Company. An employee so loaned will, on returning to his former Region, resume duty on the position to which he is regularly assigned.

**(b)** Employees may be required to perform work of an expected duration of one week or less on a Region adjacent to their seniority territory.

**(c)** Upon written mutual agreement between the System General Chairman of the Brotherhood and the appropriate S & C Officer, employees may be required to perform work of an expected duration of less than ninety (90) days on a Region adjacent to their seniority territory.

**(d)** Temporary positions on Maintenance of an expected duration of ninety (90) days or more, but less than one (1) year, involving work on two adjacent Regions may be established. Such positions would be advertised to both seniority territories involved and awarded to the senior qualified applicant from the seniority territory where the preponderance of the work is to be performed. Should there be no applicants from that seniority territory, the positions would then be awarded to the senior qualified applicant from the other seniority territory. Should there be no qualified applicants for the position, a Compulsory Trainee from the seniority territory where the preponderance of the work is to be performed would be promoted to the position in accordance with Article 12.8.

#### **10.9**

**(a)** An employee will be permitted to fill a temporary assignment in his own or a higher classification and when released, will return to his regular position unless it has been abolished or filled by a senior employee in the exercise of displacement rights, in which event the returning employee will exercise his displacement rights.

**(b)** An employee awarded a temporary assignment shall remain on such until released or until expiration of the assignment. However, the employee may exercise his seniority rights to temporary assignments in a higher classification or, if it results in the employee's earnings being increased due to a standby allowance, within the same classification.

**(c)** When an employee is released from a bulletined temporary assignment, he may displace a junior employee on another bulletined temporary assignment before returning to his regular position.

**(d)** When an employee on a temporary assignment is the successful applicant for a bulletined permanent assignment, he may take the permanent assignment or complete the temporary assignment.

**10.10** Employees accepting positions in the exercise of their seniority rights will do so without causing extra expense to the Company, and will not be allowed time for travelling. They will be allowed free transportation for themselves, the

dependent members of their families and their household effects when it does not conflict with the law.

**10.11** An employee returning to work following personal illness; injury; vacation; as well as leave of absence of less than one year's duration for other than educational purposes shall return to his former position unless such position has been bulletined as permanent in accordance with Article 10.3, or it has been filled by a senior employee in the exercise of seniority rights, in which event he will be required to exercise his displacement rights in the highest group in which he holds seniority and is qualified. Such employee will also have the right to apply for and secure any position which has been bulletined and filled during his absence, if qualified and entitled to it. Such application must be filed with the proper authority within seven days of the employee's return. The employee thereby displaced shall return to his former position.

In cases of an employee returning from leave of absence of more than one year, for other than educational purposes such employee will only be permitted to displace the junior employee in the highest classification to which his seniority and qualifications entitle him to work or apply for vacant positions unless other arrangements are mutually agreed to between the System General Chairman and the appropriate officer of the Company before leave of absence is granted.

**10.12** Unless otherwise mutually agreed between the Local Representative and the proper officer of the Company, an employee returning from leave of absence for educational purposes must exercise his seniority to displace in a gang; however, if he is unable to hold work in a gang he must, seniority permitting, displace the junior Helper on his seniority territory. An employee on such leave will not be permitted to bid on bulletins while working between school terms.

**10.13** Except as otherwise provided in Article 10.9, an employee who has been awarded a position by bulletin, will be transferred to such a position, where practicable, within thirty (30) days of the award, time of such transfer not to exceed forty-five (45) days.

In the event the Company is unable to release an employee within thirty (30) days from the date of the award, such employee shall, if the rate of the position awarded him is higher than the rate of his present position, be paid the higher rate after the expiration of the thirty (30) days. If applicable, such higher rate will also apply to that portion of an employee's compensation referred to as a stand-by allowance.

The above time limits may be extended by mutual agreement between the employee, the Local Representative and the appropriate officers of the Company.



## **Special Rules for S & C Technician**

### **10.14**

**(a)** Because of the special nature of the S & C Technician position, employees, other than S & C Technicians, who bid on bulletined S & C Technician positions, will be required to successfully pass an evaluation test prior to being appointed to such position.

**(b)** It is acknowledged that advances in technology may require updating of the evaluation test and that it may be necessary for those employees who had previously passed the evaluation test but who had not worked as S & C Technician to be re-examined.

**(c)** If no applications are received from qualified employees holding S & C Technician seniority, bulletins for S & C Technician positions will be awarded to the senior employee who is able to successfully pass the evaluation test, based on S & C Maintainer/Mechanic seniority.

**(d)** An employee awarded a position of S & C Technician will be allowed a minimum of 90 calendar days to demonstrate his ability to perform the work. The company will have a maximum of 180 calendar days to evaluate his ability to perform the work. During this period of time, his position will be bulletined on a temporary basis. If he fails to meet the requirements of the position, he shall be returned to his permanent position.

During such probationary period, an employee may apply for other permanent positions and if successful will only be permitted to occupy such position if released in accordance with this Article 10.14(d).

**(e)** An employee appointed to an S & C Technician position will be accorded a seniority date as such and will continue to accumulate seniority in those classifications in which he had formerly established seniority. A Technician who does not have Maintainer/Mechanic seniority due to his having bid to the position of Technician directly from the Helper or Apprentice classification will be accorded Maintainer/Mechanic seniority at the time a Helper or Apprentice who is junior in seniority to the Technician acquires Maintainer/Mechanic seniority.

An S & C Technician who does not have S & C Leading Maintainer/Mechanic seniority due to his having bid to a position of S & C Technician directly from the Helper or Apprentice classification will be accorded such seniority at the time a Maintainer/Mechanic who is junior in seniority to him acquires S & C Leading Maintainer/Mechanic seniority.

**(f)** When there are no qualified applicants for a bulletined S & C Technician position and no employee is able to pass the evaluation test, the Company will have the option to appoint an S & C Technician from outside the S & C Department or hire a new employee.

Such employee shall be accorded S & C Technician seniority from date of appointment and shall be accorded a corresponding seniority date in the S & C Helper and S & C Apprentice classifications.

**(g)** An employee appointed to an S & C Technician position in accordance with Article 10.14(f) may apply for bulletined S & C Technician positions, except that the Company shall have the right to decline such application if it determines that such employee does not have the necessary experience to perform the duties of the advertised position.

**(h)** The Company reserves the right to employ non-schedule specialists. Before exercising this right the Company is prepared to meet with the System General Chairman of the Union to explain the specialist nature of the proposed position.

#### **Special Rules for S & C Co-ordinators**

**10.15** The S & C Coordinator classification will be established and positions will be created where the Company requires an S & C Coordinator. In addition to the duties of S & C Coordinator, applicants must have the ability to supervise, instruct, lead, guide and direct other S & C employees.

**(a)** A regular bulletin will be issued advertising the position of S & C Coordinator. Employees who submit applications for such positions will be required to state their qualifications. A copy of the bulletin will be supplied to the Local Representative and the System General Chairman.

**(b)** In awarding an S & C Coordinator position, the employee's abilities to supervise, instruct, lead, guide and direct other S & C employees will be the governing factors. Where the employee's abilities are equal, the employee with the greatest seniority as prescribed by Article 9.4 will be awarded the position. The Company will be the judge of an employee's abilities and qualifications subject to appeal when the senior applicant is not awarded the position.

**(c)** The Company will have a maximum of 180 calendar days to evaluate the ability to perform the work of employees awarded positions of S & C Coordinator. During this period of time, the employees' former positions will be bulletined on a temporary basis. If employees fail to meet the requirements of the positions, they will be returned to their permanent position.

**(d)** Employees awarded positions of S & C Coordinator shall not be subject to displacement, except in the case of a staff reduction in the classification of S & C Coordinator. In such instances, the Company will remain the judge of the

employee's abilities and qualifications.

**NOTE:** In the application of Article 10.15(d) the Company will consult with the Union in case of displacement. However, such consultation will not result in any delay in the displacement process.

**10.16** Notwithstanding the provisions of Article 10.15, the Company may temporarily, for a period of less than three (3) months, designate an employee to fill the position of S & C Coordinator. This of course will not be taken to recognize that such employee meets the qualification requirements outlined in Article 10.15 when future vacancies in the S & C Coordinator classification are required to be filled.

**10.17** In the event an employee working as an S & C Coordinator has not established seniority in a lower classification at the time a junior employee is accorded such seniority, the employee working as S & C Coordinator will be placed on the seniority list immediately ahead of the junior employee.

**NOTE:** Within ninety (90) days of finalization of this Agreement, the parties will meet in order to discuss the implementation of the S & C Coordinator positions, including its effect on present S & C Technicians.

## **ARTICLE 11**

### **Staff Reduction and Return to Service**

**11.1** Not less than four working days' advance notice will be given when regularly-assigned positions are to be abolished, except in the event of a strike or a work stoppage by employees in the railway industry, in which case a shorter notice may be given.

**(a)** Employees affected by a staff reduction may exercise their seniority to a permanent or temporary position on their Region by displacing a junior employee in their group or a junior employee in a lower seniority group. If they elect to displace in lower seniority groups, they must displace to a permanent position and will forfeit their seniority in all higher groups than the one into which they elected to displace.

Notwithstanding the provisions of Article 10.9(b), employees working temporary assignments must, upon their permanent assignment being abolished or filled by a senior employee in the exercise of displacement rights, declare the permanent assignment to which they will exercise their seniority rights.

Employees who have exhausted their displacement rights in their classifications will be permitted to fill a bulletined permanent vacancy in the next lower classification until an appointment is made. Such employees will be

required to exercise their displacement rights if a more senior employee bids the position, otherwise, they will be appointed to fill the position.

Similarly, employees affected by a staff reduction will be permitted to fill a bulletined permanent vacancy in their own classification until the appointment is made. Such employees will be required to exercise their displacement rights if a more senior employee bids the position, otherwise they will be appointed to fill the position.

**(b)** Such an employee shall forfeit his seniority if he does not notify the officer in charge and the Local Representative in writing of his choice within ten calendar days from the date notified of displacement or abolition of his position.

**(c)** Unless mutually arranged between the employee and his immediate supervisor an employee who has signified his intention to displace a junior employee shall forfeit his seniority and his name shall be removed from the seniority list if he fails or refuses to commence work on the position he has chosen within twenty calendar days of making his choice. An employee who is unable to hold work on his Region will be laid off.

**11.2** Employees reduced to a lower seniority group through staff reduction shall continue to accumulate seniority in the group or groups from which reduced. Such employees must return in order of seniority to advertised permanent positions in such higher group or groups or forfeit seniority in such higher group or groups. Such employees will be given preference in order of seniority in filling temporary positions or temporary vacancies in such higher seniority group or groups, but failure to accept same will not result in forfeiture of seniority.

When an employee is demoted or restricted for cause, his displacement rights will be mutually arranged between the System General Chairman and the proper officer of the Company. If no agreement is reached by the parties, he will exercise his seniority to displace the junior employee in the next lower classification to which his seniority and qualifications entitle him to work.

**11.3** Employees laid off on account of reduction in forces shall be returned to the service in order of seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the proper officer. Employees who have performed no service under this Agreement during the preceding calendar year, may be removed from the seniority list by agreement between the System General Chairman and the District Engineer or appropriate officer. Employees must report for duty within seven days of notification by registered mail or they will be considered as having severed their employment relationship. Employees who have responded to recall may have up to 30 days to report for duty if they have a satisfactory reason for so doing. Such employees will be eligible to take the next vacancy but will not have the right to displace the employee who accepted the recall.

**11.4** A laid-off employee who is employed elsewhere at the time he is notified to report for duty may, without loss of seniority, elect to decline recall to vacancies or positions of less than 60 days, provided that another laid-off employee in the same classification is available and written application is made to the recalling officer as quickly as possible but in any event within 3 days of receipt of notification to resume duty.

### **Special Rules for S & C Helpers**

**11.5** An S & C Helper hired prior to 1 January 1985 and who is working as such, will not be permitted to exercise his S & C Apprentice seniority when positions are abolished or when staff is being reduced.

## **ARTICLE 12**

### **Training**

(See Appendix Q)

**12.1** Employees taking training under the Training Program shall, for the purpose of this Agreement, be designated as follows:

- (a)** Compulsory Trainee: An employee who is enrolled into the S & C Apprentice Training Program.
- (b)** Selected Trainee: An employee that the Company has designated to take job-related training.
- (c)** Technician Trainee: An employee who has been selected to take training for promotion as an S & C Technician.

### **COMPULSORY TRAINEE**

**12.2** A compulsory Trainee must be able to speak, read and write the English language, or the French language in the Province of Quebec, and must be able to successfully pass the Company selection process for the position of an S & C Apprentice. Such employee will be classed as an S & C Apprentice and compensated at the Apprentice starting rate of pay.

**12.3** A Compulsory Trainee must, throughout his apprenticeship, continue to display the desire and aptitude to learn the trade or he will be removed from the service of the Company.

**12.4** A Compulsory Trainee who fails on his first attempt on any examination, will be given an opportunity to retake the examination prior to the commencement of the next training session which he is scheduled to attend. Such employee,

who fails on the final examination, will be re-examined not less than 30 days nor more than 90 days from date of failure.

**12.5** A Compulsory Trainee who fails twice on any one examination during the Apprentice Training Program, will be removed from the service of the Company.

**12.6** An S & C Helper will be enrolled into the S & C Apprentice Training Program as vacancies occur provided that he is able to pass the Company selection process. Selection of candidates will be made in seniority order. Such employee, who is unable to pass the Company selection process, will be removed from the service of the Company.

**12.7** A Compulsory Trainee may take promotion to a higher classification prior to the completion of the Apprentice Training Program in order of seniority as Apprentice. In such case, the employee will establish seniority in the higher classification and will be paid the corresponding rate of pay. An employee so promoted must complete the training program or he will be removed from the service of the Company.

**12.8**

**(a)** When there are no qualified applicants for permanent positions of S & C Maintainer or S & C Mechanic, a Compulsory Trainee who has successfully completed the S & C Apprentice Training Program and who has not been promoted in accordance with Article 10.7 must accept promotion to such positions in seniority order. An employee who refuses to accept promotion in accordance with this Article will be removed from the service of the Company.

**(b)** Notwithstanding 12.8 (a) above, temporary assignments in the classifications of S & C Maintainer or S & C Mechanic, will be offered in order of seniority to Compulsory Trainees who have successfully completed their S & C Apprentice Training Program. In the event that there is an unfilled temporary assignment the junior qualified employee will be required to fill such position. Employees obligated to accept such temporary assignment which would result in their traveling more than sixty miles in one direction (more than 120 miles return) from their permanent headquarters or from their place of residence by the most direct route, will be afforded a \$25.00 per diem allowance for expenses. The allowance will apply each day the employee remains at the temporary location.

**12.9** A Compulsory Trainee taking promotion under Article 12.7 shall be returned to his former position and shall forfeit seniority in the higher classification if he fails to meet the requirements of the service within 90 days. It is understood that such employee may be returned to his former position at any time during the 90-day period if, in the judgement of the Company, he cannot be expected to meet the requirements of the service.

**12.10** S & C Helpers who are on the protected rate of pay are excluded from the

S & C Apprentice Training Program.

**12.11** A Compulsory Trainee who has successfully passed all the training-related examinations will receive certification of this fact from the Assistant Chief Engineer - Signals and Communications.

#### **SELECTED TRAINEE**

**12.12** When the Company considers it necessary, an employee shall be designated as a Selected Trainee and will be required to take job-related training.

**12.13** A Selected Trainee who fails any training related test will be required to be re-examined within a 90-day period.

**12.14** A Selected Trainee who fails any training related test twice shall no longer receive the training rate of his particular classification. Such employee may request to retake the examination at a future date provided he does so on his own time and provided the Company is not put to any expense or undue inconvenience. The request for a re-examination must be made in writing to the employee's immediate supervisor. If successful, such employee's training rate will be reinstated effective the day after he passes the re-examination.

**12.15** A Selected Trainee will not be required to attempt a particular test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.

#### **TECHNICIAN TRAINEE (See Appendix W)**

**12.16** When the Company requires Technician Trainees, a notice will be posted advising all employees. Employees who submit written application will be required to state their qualifications for consideration and their seniority date. Employees will be evaluated to determine the applicant's potential in becoming a qualified S & C Technician. Any dispute concerning the selection of a Technician Trainee will be referred to the Steering Committee for final determination.

**12.17** An employee selected as a Technician Trainee shall be paid the applicable rate of pay for the position he holds.

**12.18** In the event that there is no successful applicant for a Technician Trainee, the Company may hire a new employee. The System General Chairman shall be notified.

**12.19** A new employee hired as a Technician Trainee will be paid the S & C Assistant rate of pay.

**12.20** A Technician Trainee will be allowed 90 working days to demonstrate his potential to meet the necessary requirements. During this 90-day period, if it is

determined that such employee will be unable to become a qualified S & C Technician his training will be terminated, or in the case of a new employee hired as a Trainee Technician, will be removed from the service of the Company.

Employees may not voluntarily terminate training; however, in the event the employee does request either permanent or temporary termination, the Company reserves the right to consider each case on its merit. In the event an employee is permitted to terminate training for a temporary period due to illness or extraordinary personal circumstances, reinstatement as a Technician Trainee shall be at the discretion of the Company.

**12.21** Technician Trainees will be given periodic performance appraisals to monitor their progress. Such employees must continue to display a desire and aptitude to become qualified S & C Technicians or their training will be discontinued and they will be required to revert back to the permanent position they hold.

**12.22** A Technician Trainee's period of training will vary depending on the progress in learning and will be monitored by the Steering Committee.

**12.23** When the Company determines that a Technician Trainee is required to enroll into classes conducted by an approved training agency or correspondence course, it will pay the required tuition costs, the costs of necessary text books and instructional literature. Alternatively, the Company may provide such employee with home training material in order that he gain the necessary technical knowledge of his trade.

**12.24**

**(a)** Technician Trainees who are determined to be sufficiently qualified to perform Technician duties will be required to fill S & C Technician positions when there are no qualified applicants. Such employees will be given the opportunity to claim such positions in order of their earliest selection date as a Technician Trainee.

**(b)** When an S & C Technician position is not filled in accordance with Clause (a) above, the junior Technician Trainee who is determined to be sufficiently qualified to perform the work will be assigned to fill the position. An employee who refuses such promotion will be removed from the service of the Company.

**12.25** Technician Trainees will not have their training interrupted as a result of staff reductions. In such circumstances the most junior employees who have not been selected as Technician Trainees will be laid off.

**GENERAL**

**12.26** The Company shall provide each employee taking training with books, literature and other material to permit him through study to prepare for



examinations. All S & C employees will assist Trainees to acquire the knowledge and practical experience essential for their development and proficiency in servicing S & C equipment and systems.

**12.27** A Trainee who fails any training-related test twice and claims he did not have a proper test may appeal the decision under the provisions of the Grievance Procedure commencing at Step 2.

#### **EXPENSES AND TRAVEL TIME**

**12.28** An employee who is required to take training at a location which is outside of his working area but leaves and returns to his place of residence on a daily basis, will be reimbursed the actual reasonable cost of noontime meal and will be paid travel time at pro rata rates for all time travelling in excess of three hours in any one day.

**12.29** An employee who is required to take training away from his working area who is unable to leave and return to his place of residence on a daily basis, will be allowed actual reasonable expenses necessarily incurred. Such employee will be paid travel time at pro rata rates to a maximum of 5 hours per day for time travelling outside of regular hours of duty, except that travel time will not be allowed between 2100 and 0700 hours when sleeping accommodation is available.

**12.30** An employee will be permitted to travel to his place of residence on weekends provided that such employee is available for his first training assignment following the weekend. Such employee will be assisted by the application of the terms of the Weekend Travel Assistance Letter which is currently in effect and as may be reissued from time to time. In addition, such employee will be allowed actual reasonable meal expenses necessarily incurred, however, he will not be eligible for payment of any time spent travelling.

#### **REST DAYS AND ACCUMULATIVE TIME**

**12.31** When regular rest days or general holidays coincide with the classroom training session, other rest days off will be given without loss of pay.

## **VACATION**

**12.32** If, through mutual agreement in writing between the employee and the appropriate Company officer, an employee's annual vacation is rescheduled to enable him to take training, the provision of Article 18.13 shall not apply and the employee affected shall be granted his vacation at a mutually convenient time.

**12.33** An employee required to develop a formal training course or provide such formal training to fellow employees will be afforded \$15.00 per day in addition to their regular rate of pay when so engaged.

Formal training will not be considered as normal day-to-day on the job training provided to fellow employees for the proper performance of work.

## **ARTICLE 13**

### Discipline and Grievances

#### **Discipline**

**13.1** Except as otherwise provided herein, an employee who has 125 working days' service will not be disciplined or discharged until he has had a fair and impartial investigation. Investigations will be held as quickly as possible.

**13.2** An employee may be held out of service for investigation for a period not exceeding three working days. He will be given at least one day's notice in writing of the investigation and notified of the charges against him. However, an Officer who may be on the ground when the cause for investigation occurs may hold an immediate investigation.

**13.3** An employee may, if he so desires, have the assistance of a fellow employee and/or an accredited representative of the Brotherhood at the investigation. The employee or his representative shall be given a copy of the employee's statement and, on request, copies of all evidence taken at the investigation.

**13.4** An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissible offence. The decision will be rendered as soon as possible but not later than twenty-eight (28) calendar days from the date the statement is taken from the employee being investigated.

**13.5** If the decision is considered unjust an appeal may be made in writing in accordance with the grievance procedure under Article 13.8. Such appeal shall set forth the grounds upon which it is made. On request, the System General Chairman shall be shown all evidence of record in the case.

**13.6** Should an employee be exonerated, he shall be paid at schedule rates for time lost, if any, one day for each twenty-four (24) hours, less any amount earned in other employment. If away from home he shall, on production of receipts, be reimbursed for reasonable expenses incurred in connection with the investigation.

**NOTE:** On territories where the discipline trial project is in effect, Articles 13.1 to 13.6 inclusively are suspended.

(See Appendices M and N)

**13.7** Employees will be advised by Form 780 when discipline is being assessed. Employees who are demoted, suspended or discharged will have their positions advertised on a temporary basis, provided such discipline is being appealed in the grievance procedure.

### **Grievance Procedure**

**13.8** A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he has been unjustly dealt with shall be processed in the following manner:

**Note 1:** Where discipline involves suspension or dismissal, an appeal may commence as Step 3 of the grievance procedure.

### **Maintenance Employees**

#### **Step 1**

Within 28 calendar days from the cause of the grievance the employee and/or the Local Representative may present the grievance in writing to the officer designated by the Company, who will give a decision as soon as possible, but in any case within 28 calendar days of receipt of the grievance.

#### **Step 2**

Within 45 calendar days of receiving a decision at Step 1, the Local Representative may appeal in writing to the officer designated by the Company. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of this Agreement the statement shall identify the specific provisions involved. A decision will be rendered within 45 calendar days of receipt of appeal.

### **Step 3**

Within 60 days of receiving the decision under Step 2, the System General Chairman of the Brotherhood may request a joint conference with the officer designated by the Company. The request for joint conference must be accompanied by the Brotherhood's contention and all relevant information to the dispute involved. The joint conference shall be arranged to take place within 60 calendar days from the time such request is received and a decision shall be rendered in writing within 60 calendar days of the joint conference.

## **Employees in Construction, Quality Control and Network Operations**

### **Step 1**

Within 28 calendar days from the cause of the grievance the employee and/or the Local Representative may present the grievance in writing to the officer designated by the Company, who will give a decision as soon as possible, but in any case within 28 calendar days of receipt of the grievance.

### **Step 2**

Within 45 calendar days of receiving a decision at Step 1, the System General Chairman of the Brotherhood may appeal in writing to the officer designated by the Company. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of this Agreement the statement shall identify the specific provisions involved. A decision will be rendered within 45 calendar days of receipt of appeal.

### **Step 3**

Within 60 calendar days of receiving the decision under Step 2, the System General Chairman of the Brotherhood may request a joint conference with the officer designated by the Company. The request for joint conference must be accompanied by the Brotherhood's contention and all relevant information to the dispute involved. The joint conference shall be arranged to take place within 60 calendar days from the time such request is received and a decision shall be rendered in writing within 60 calendar days of joint conference.

**13.9** In the application of Article 13.8, each party will notify the other in writing of any changes in designated officers.

**13.10** A grievance under Article 13.8 shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement shall identify the Article involved.

**13.11** The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of forty-five (45) calendar days prior to the date that such grievance was submitted as Step 1 of the Grievance Procedure.

**13.12** When a grievance not based on a claim for unpaid wages is not progressed by the Brotherhood within the prescribed time limits, the grievance will be considered to have been dropped. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may be processed to the next step in the grievance procedure.

**13.13** When a grievance based on a claim for unpaid wages is not progressed by the Brotherhood within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this Rule shall not constitute an interpretation of this Collective Agreement.

**13.14** If a grievance remains unsettled following Step III, either the International Representative of the Brotherhood or the Assistant Vice-President, Labour Relations may request of the other a meeting to discuss the grievance. Such a request shall be made within sixty (60) calendar days of the rendering of the decision at Step III.

**13.15** The time limits referred to in Steps I, II, and III and Article 11.14 may be extended by mutual agreement between the parties referred to in each instance.

### **Final Settlement of Disputes**

**13.16** A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he has been unjustly disciplined or discharged, and which is not settled at the highest level of the grievance procedure may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.

**13.17** The International Representative of the Brotherhood or the officer designated by the Company requesting the arbitration must notify the other party in writing within sixty (60) calendar days following the date the decision was rendered at the last step of the grievance procedure.

**13.18** Within forty-five (45) calendar days of date of receipt of a request for arbitration the parties shall endeavor to agree on the name of the arbitrator, it being understood that preference will be given to the arbitrator chairing, at that time, the Canadian Railway Office of Arbitration. If an agreement is not reached, the party requesting arbitration may then request the Minister of Labour to appoint an arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made no later than fourteen (14) calendar days following the 45-day period referred to in this paragraph.

**13.19** A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated, shall be jointly submitted to the arbitrator in advance of the

date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue, each party shall submit a separate Statement of Issue 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.

**13.20** The hearing shall be held by the Arbitrator in Montreal in the office of the Company unless otherwise mutually arranged, or unless the Arbitrator deems it advisable because of special circumstances to hold the hearings elsewhere.

**13.21** 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.

**13.22** The decision of the Arbitrator shall be rendered in writing to both parties within thirty (30) calendar days of the completion of the arbitration hearings and shall be final and binding upon the parties.

**13.23** 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 he shall have no power to add to or to subtract from, or modify any of the terms of this Agreement.

**13.24** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator, however both parties will equally share the fees and expenses of the Arbitrator.

**13.25** The time limits as provided herein may be extended by mutual agreement between the parties.

## **ARTICLE 14**

### Leave of Absence and Free Transportation

#### **Leave of Absence**

##### **For Union Positions:**

###### **14.1**

**(a)** Employees elected as System General Chairman, Regional Representatives or Local Representative, or as a delegate to any Union activity requiring leave of absence, shall be granted leave for the term of office or until completing the activity, as the case may be, for which leave of absence was granted. Applications for, or renewal of such leave for periods of one calendar month or more must be made by the Union to the Vice-President of the Region on which the applicant is employed. Pass transportation will be granted in accordance with Company policy.

**(b)** Appointive - Leave of absence to appointive Union positions such as Special Representative and Organizer, may be granted at Management's discretion, for a period not in excess of one year, in accordance with Company policy.

##### **For Other Reasons:**

**14.2** Leave of absence for other reasons, including personal, for a period not in excess of one year, may be granted at Management's discretion in accordance with Company policy.

**14.3** Applications for leave of absence for periods of one (1) calendar month or more must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate officer of the Company in sufficient time to permit relief arrangements being made. Authorization for such leave of absence must be obtained in writing.

**14.4** Extension of leave of absence may be granted when supported by application in writing to the appropriate officer of the Company. Such applications must be received in ample time to obtain authorization or if authorization is not granted, to enable the employee to return to work at expiration of his leave. Failure to obtain extension or to report for duty on or before the expiration of a leave, unless such failure to report is explained to the satisfaction of the Company, will cause the employee to forfeit his seniority.

**14.5** Employees on authorized leave of absence shall be continued on the seniority list.

**14.6** Employees in S & C gangs in order to get home for weekends and the men in the gang being agreeable, may, upon request to the S & C Coordinator

and with the approval of the S & C Supervisor, work in excess of 8 hours per day at the pro rata rate. 40 hours worked will constitute one work week. Any time worked over 40 hours in any one work week shall be considered as overtime. Where weekly trips cannot be arranged due to the gang working a long distance from their homes and arrangements are made for the men to go home the second week, any time worked after the first 40-hour week will be considered as another work week and no overtime will be allowed until another 40 hours has been worked.

**14.7** An employee transferred by direction of the Company to positions which necessitate a change of residence will receive free transportation for himself, dependent members of his family and household goods; in accordance with the Company's regulations. Such employee will be compensated for time lost up to a maximum of two days, unless otherwise arranged.

## **ARTICLE 15**

### Mileage Allowance

**15.1** Effective January 1, 1988, where an automobile allowance is paid, such allowance shall be 28 cents per kilometer.

## **ARTICLE 16**

### Sleeping Quarters

**16.1** Living accommodation for road gangs shall be equipped and maintained suitable to the health and well-being of the employees.

## **ARTICLE 17**

### Relief Work and Preservation of Rates

**17.1** Employees temporarily assigned to higher rated positions for a period of one day or over will receive the higher rate to which their experience entitles them while occupying such positions.

**17.2** Employees temporarily relieving in lower rated positions will not have their rates reduced.



## **ARTICLE 18**

### Vacations

**18.1** An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 18.2, shall be allowed one working day's vacation with pay for each 25 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Article 18.2.

**18.2** Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days' cumulative compensated service, shall have his vacation scheduled on the basis of one 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 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 18.3.

**NOTE 1:** An employee covered by Article 18.2 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 18.1. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**18.3** Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years and has completed at least 2,250 days of cumulative compensated service, shall have his vacation scheduled on the basis of one 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 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 18.4.

**NOTE 2:** An employee covered by Article 18.3 will be entitled to vacation on the basis outlined therein if on his tenth or subsequent service anniversary date he achieves 2,500 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 18.2. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**18.4** Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and has completed at least 4,750 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 18.5.

**NOTE 3:** An employee covered by Article 18.4 will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he achieves 5,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 18.3. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**18.5** Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one 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 30 working days.

**NOTE 4:** An employee covered by Article 18.5 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he achieves 7,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 18.4. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**18.6** An employee who is assigned one rest day in seven will be allowed vacation on the basis of 6, 12, 18 and 24 days as the case may be, exclusive of assigned rest days.

**18.7** In computing service under Articles 18.1, 18.2, 18.3, 18.4 and 18.5, days worked in any position covered by similar Vacation Agreements will be accumulated for the purpose of qualifying for vacation with pay.

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

**18.9** An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized Local Union representative.

**18.10** An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

**18.11** An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Article 18.12 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

#### **Advance Vacation Payment**

**18.12** 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 employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

**18.13** Provided an employee renders compensated working service in any calendar year, time off duty on account of 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.

**18.14** An employee will be compensated for vacation at the rate of pay he would have earned had he been working during the vacation period.

**18.15** An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Articles 18.1, 18.2, 18.3, 18.4 and 18.5 and, if not granted, shall be allowed pay in lieu thereof.

**18.16** An employee who is laid off shall be paid for any vacation due him at the

beginning of the current calendar year and not previously taken, and if not subsequently recalled to service during such year shall upon application be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

**18.17** An individual who leaves the service of his own accord or who is dismissed for cause and not reinstated in the service within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 18.1.

**18.18** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

**18.19** Applications for vacations, filed between December 15th of the previous year and January 31st shall insofar as it is practicable to do so be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in February of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.

**18.20** Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st shall be required to take their vacation at a time to be prescribed by the Company.

**18.21** The officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will if definitely assigned to fulfill the duties and responsibilities of a higher-rated position, be paid the schedule rate applicable to such position.

## **ARTICLE 19**

### General Holidays

**19.1** An employee who qualifies in accordance with Article 19.3 of this Article shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

#### **All Provinces:**

New Year's Day

The day after that on which New Year's Day is observed.

Good Friday

Victoria Day

Dominion Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

**Newfoundland:**

Discovery Day

Remembrance Day

**Nova Scotia and Prince Edward Island:**

Easter Monday

Remembrance Day

**New Brunswick:**

New Brunswick Day (the first Monday in August)

Remembrance Day

**Quebec:**

St. Jean Baptiste Day

(in substitution for Remembrance Day)

The first Monday in August

**Ontario, Manitoba, Saskatchewan, Alberta & British Columbia:**

Civic Holiday (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 day after New Year's Day in all Provinces except the Province of Quebec and for the first Monday in August in the Province of Quebec.

**19.2** If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories to the general holiday agreement of December 11, 1974 will substitute such holiday therefor in the 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.

**19.3** In order to qualify for pay for any one of the holidays specified in Article 19.1, an employee

**(a)** must have been in the service of the Company and available for duty for at least 30 calendar days. This Clause (a) does not apply to an employee who is required to work on the holiday;

**(b)** must be available for duty on such holiday if it occurs on one of his work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is 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 he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required;

**(c)** must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

**NOTE:** Provided that an employee is 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 employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause (c).

**(d)** When S & C gangs, otherwise continuously employed, are closed down for Christmas and New Year's holidays to allow employees to return to their homes, and where employees so affected are, by mutual arrangement and as a consequence of such close-down, required by the Company to work additional days over and above their normal work week prior to such close-down, the additional days so worked will be recognized as shifts or tours of duty for which the employee is entitled to wages in the application of Clause (c). Where such close-down occurs and the Company does not require the employees to work additional days as a consequence thereof, the number of working days in the period of close-down will be credited in the application of Clause (c).

**19.4** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 19.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

#### **19.5**

**(a)** An assigned employee qualified under Article 19.3 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.

**(b)** An unassigned or spare employee qualified under Article 19.3 who is not required to work on a general holiday shall be paid eight hours' pay at the straight

time rate applicable to the position in which such employee worked his last tour of duty prior to the general holiday.

**NOTE:** In the application of this Article 19.5 for weekly-rated employees "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 19.5.

**19.6** An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 19.5(a), at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of three hours for which three hours of service may be required but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

**19.7** 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 20**

### Bereavement Leave

**20.1** Upon the death of an employee's spouse, child, parent, brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandparent or grandchild, the employee shall be entitled to three days' bereavement leave without loss of any pay provided he has not less than three months' cumulative compensated service. It is the intent of this Article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his regular wages for that period to the employee 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 Benefits Regulations**, so long as such person is residing with the Eligible Employee.

## **ARTICLE 21**

### Attending Court or Investigation

**21.1** Employees attending court or investigation at the request of the proper Officials of the Company, will be paid at schedule rates for each day lost, and

reasonable expenses actually incurred while away from home. This will not apply where men are required for examination for promotion, disability, to meet legal requirements or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Company.

## **ARTICLE 22**

### Jury Duty

**22.1** An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him 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)** An employee 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 60 days in any calendar year.

**(c)** No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.

**(d)** Notwithstanding the provisions contained in the last sentence of paragraph (c) above an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.

## **ARTICLE 23**

### Life Insurance Upon Retirement

**23.1** An employee who retires from the service of the Company subsequent to March 1, 1988 will, provided he is fifty-five years of age or over and has not less than ten years cumulative compensated service, be entitled, upon retirement, to a \$5,000 life insurance policy, fully paid by the Company.



## **ARTICLE 24**

Employee Benefit Plan Life Insurance  
and Sickness Benefits

**24.1** Health and Welfare Benefits will be provided in accordance with Employee Benefit Plan Supplemental Agreement dated July 25, 1986, as revised, amended or superseded by any agreement to which the parties of this Collective Agreement are signatories.

## **ARTICLE 25**

Medical and Rule Examinations

**25.1** When an employee is required by the Company to take a periodic medical examination during his off duty hours, he will receive two hours' pay at the punitive rate for the time involved.

**25.2** When an employee is required by the Company to take rule examinations during his off duty hours, he will receive two hours' pay at the punitive rate for the time involved.

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.

## **ARTICLE 26**

Dental and Extended Health Care Plan

**26.1** The Dental Plan shall be that Plan established by the Dental Plan Agreement dated July 25, 1986, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

**26.2** The Extended Health Care Plan is established by the Extended Health Care Plan Agreement dated July 25, 1986 as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatories.

## **ARTICLE 27**

### Injured on Duty

**27.1** An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation payment for their full shift.

## **ARTICLE 28**

### Paid Maternity Leave Plan

**28.1** The provisions of the Paid Maternity Leave Plan dated June 18, 1985, as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatories, will apply to employees covered by this agreement.

## **ARTICLE 29**

### Employment Security and Income Maintenance Plan

**29.1** The provisions of the Employment Security and Income Maintenance Plan, dated April 21, 1989, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories, will apply to employees in positions covered by this Agreement.

## **ARTICLE 30**

### Transfer of Work

**30.1** When through an unusual development it becomes necessary to transfer work from a seniority terminal, Division or Region, to another seniority terminal, Division or Region, 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 Railway and the System General Chairman shall cooperate to determine the number of employees who shall transfer.

Employees who transfer under this provision shall after 90 calendar days lose their seniority at the seniority terminal they left.

## **ARTICLE 31**

### Contracting Out

**31.1** Work presently and normally performed by employees who are subject to the provisions of this collective agreement will not be contracted out except:

- (1)** when technical or managerial skills are not available from within the Railway;  
or
- (2)** where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3)** when essential equipment or facilities are not available and cannot be made available at the time and place required (a) from Railway-owned property, or (b) which may be bona fide leased from other sources at a reasonable cost without the operator; or
- (4)** where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5)** the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6)** where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from manufactures or suppliers nor to the performance of warranty work.

At a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.

The Company will advise the Union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be not less than 30 days.

Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the System General Chairman, requests a meeting to discuss matters relating to the contracting out of work specified in the above

notice, the appropriate company representative will promptly meet with him for that purpose.

Should a National President, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

Where the Union contends that the Company has contracted out work contrary to the provisions of this Article, the Union may progress a grievance commencing at the Regional Vice-President level (or equivalent). The Union officer shall submit the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

## **ARTICLE 32**

### Casual Employees

**32.1** To meet the requirements of the service, the Company may employ casual employees. Casual employees means an employee who is engaged under the following conditions and employed for what is generally recognized as the seasonal working period.

- (a) There are no regular employees on lay off.
- (b) No employee will be laid off as a result of the creation of such positions.
- (c) These employees will not be covered by Article 5.1
- (d) They will pay Union dues, and the Union will be advised.
- (e) Casual employees will not accumulate seniority and CCS.

## **ARTICLE 33**

### Printing of Collective Agreement

**33.1** The Company undertakes the responsibility for the printing of this Collective Agreement 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**

### Duration of Agreement

**34.1** This agreement 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.

## **ARTICLE 35**

### Negotiations During the Term of Agreement

**35.1** The signatory parties to this Memorandum of Agreement confirm the desirability of settling by mutual agreement, during the term of such Agreement, any matter that is a source of dissatisfaction to either party, the settlement of which requires a change in the Collective Agreement, and agree to take every reasonable means to resolve any such matter during the term of such Memorandum of Agreement.

## **ARTICLE 36**

### Coverage

**36.1** Employees who were in the service of the Company on January 1, 1998, shall be entitled to any amount of compensation that may be due them for time worked subsequent to December 31, 1997.

Signed in Montreal, Quebec, this 13th day of March 1998.

For the Canadian National Railway  
Company:

**(Sgd) D.W. Coughlin**  
for: Assistant Vice-President  
Labour Relations and  
Employment Legislation

**(Sgd) D.W. Coughlin**  
Director Labour Relations  
**(Sgd) N. Dionne**  
Manager Labour Relations

For the International Brotherhood of  
Electrical Workers System Council No. 11:

**(Sgd) A.G. Cunningham**  
System General Chairman (Senior)

**(Sgd) J. Senenko**  
System General Chairman  
**(Sgd) L.Couture**  
Regional Representative

**(Sgd) J. Little**  
Coordinator Engineering

**(Sgd) S. Dembinski**  
Regional Representative

**(Sgd) W.W. Krauskopf**  
S&C Officer

**(Sgd) B. Nicholls**  
Regional Representative

**(Sgd) B. O'Neill**  
Manager Planning & Analysis

This Agreement has been revised and approved as of December 15, 1998 and was signed in Montreal on the same date.

For the Canadian National Railway  
Company:

For the International Brotherhood of  
Electrical Workers System Council No. 11:

**R.J. Dixon**  
Assistant Vice-President  
Labour Relations and  
Employment Legislation

**L. Couture**  
System General Chairman (Senior)

**N. Dionne**  
Manager Labour Relations

**K. Kearns**  
System General Chairman

## **A P P E N D I C E S**

### **APPENDIX A**

#### Union Dues Agreement Deduction of Dues

Effective April 1, 1953, the Railways shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of each collective agreement an amount equivalent to the uniform monthly union dues of the appropriate Organization, subject to the conditions and exceptions set forth hereunder.

1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the appropriate Organization which is signatory to the Agreement covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the applicable agreement excepting to conform with a change in the amount of regular dues of the appropriate Organization in accordance with its constitutional provisions. The provisions of this Article shall be applicable to each individual Organization on receipt by the Railway concerned of notice in writing from such Organization of the amount of regular monthly dues.
2. Employees filling positions of a supervisory or confidential nature not subject

to all the rules of the applicable agreement as may be mutually agreed between the designated Officers of the individual Railway and of the Organization concerned shall be excepted from dues deduction.

Deduction of dues will be made in accordance with the provisions of item # 1 of this Appendix A, unless the employee has been permanently promoted to a non-schedule official or excepted position, in which case such employee shall be exempted from dues deduction.

**3.** Membership in any of the Organizations signatory hereto shall be available to any employees eligible under the constitution of the applicable 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.

**4.** Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.

**5.** If the wages of an employee payable on the payroll which contains the 24th day of the month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railways in such month. The Railway shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

**6.** Employees filling positions coming within the scope of more than one 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 deduction of dues shall be made from any employee in any month.

**7.** Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Railways, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

**8.** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railways to the officer or officers of the Organization concerned, as may be mutually agreed by the Railway and the applicable Organization, not later than forty calendar days following the pay period in which the deductions are made.

**9.** The Railways 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 an



employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Organization.

**10.** The question of what, if any, compensation shall be paid the Railways by the Organizations signatory hereto in recognition of services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

**11.** In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railways pursuant to the first paragraph of Article III of this Agreement 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 Organizations or any of them counsel fees are incurred these shall be borne by the Organization or Organizations so requesting. Save as aforesaid the Organizations, jointly and severally, shall indemnify and save harmless the Railways and each of them from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

## **APPENDIX B**

26 January 1962

Mr. H.A. Stockdale  
General Chairman  
Brotherhood of Railroad Signalmen  
3895 Maplewood Avenue, Apt. 3  
Montreal 26, Quebec

Dear Mr. Stockdale:

In your letter of August 9, 1961, you asked that signal helpers paid on the basis of an eight-hour day be allowed expenses for noontime lunch when working with employees paid on the basis of stand-by allowance covered by Article 4 who are entitled to such expenses.

We reviewed this matter with our regional officers and the Engineering Department and have concluded that your request has merit. While we recognize the employees are not entitled to this allowance under the wage agreement, nevertheless we are asking our regional officers to grant such expenses to helpers for noontime lunch effective February 16, 1962.

Yours very truly,

**(Sgd) Thomas A. Johnstone**

Assistant Vice-President  
Labour Relations

## APPENDIX C

April 28, 1978

Mr. R.E. Peer  
Chairman, Negotiating Committee  
Associated Non-Operating Railway Unions  
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 Parlor Car employees, who arrive late for their assignment, 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 snow storm.

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

Canadian Pacific Limited

**APPENDIX D**

February 11, 1981

Mr. John E. Platt  
Vice-President  
Brotherhood of Railroad Signalmen  
Suite 505  
130 Slater Street  
Ottawa, Ontario  
K1P 5H6

Dear Mr. Platt:

This has reference to numerous discussions we have had concerning the application of Article 6.2 of Wage Agreement 11.1.

It is understood that in the application of Article 6.2, the following will apply:

- (1) An employee called on the telephone in case of an emergency or a temporary urgency outside of his regular assigned hours, after having been relieved, who accepts such call and is required to provide, by telephone, technical assistance in case of signal failures, etc., and does provide such assistance, will be paid three (3) hours at punitive rate.
- (2) An employee who is called, and accepted the call, but is cancelled prior to his leaving home, will be paid one (1) hour at punitive rate.
- (3) An employee will only be entitled to one three (3) hour guarantee payment for any period of three consecutive hours commencing with the first call, even though he may receive other calls during such 3-hour period.
- (4) It is hoped that the above will clarify the previous misunderstandings in the application of this clause.
- (5) Would you be kind enough to indicate your concurrence to this understanding in the space provided below.

Yours truly,

FOR THE COMPANY		
I CONCUR:	(S gd ) D. C. Fr al	

**(Sgd) John E. Platt**

Vice-President

Brotherhood of Railroad Signalmen

**APPENDIX E**

MEMORANDUM OF AGREEMENT between Canadian National Railway Company and the Brotherhood of Railroad Signalmen concerning the establishment of a supplemental seniority list and the application of Article 9.5 of Agreement 11.1.

IT IS AGREED that effective January 1, 1981:

1. A supplemental seniority list shall be established on each Region for employees promoted on or after January 1, 1979 to a permanent non-schedule, official or excluded position with the Company, or its subsidiaries.
  
2. As provided in Article 9.5 of Agreement 11.1:
  - (a) An employee's name will not be removed from the existing seniority list and placed on the supplemental seniority list until the employee stops accumulating seniority.
  
  - (b) Employees promoted to a permanent non-schedule, official or excluded position with the Company, or its subsidiaries after January 1, 1979 shall, after a period of 2 consecutive years from the date which promoted have their names placed on the supplemental seniority list in seniority order with accumulated seniority up to the date of promotion.
  
  - (c) Employees covered by the provisions of Item 2(b) above who are released or who voluntarily revert from excepted employment will have their name deleted from the supplemental seniority list and their name will be placed on the Regional seniority list in accordance with their seniority which they accumulated up to the date of promotion.

Signed at Montreal, Quebec this 6th day of March 1981.

FOR THE COMPANY	FOR THE BROTHERHOOD
<b>(Sgd) D.C. Fraleigh</b> Director, Labour Relations	<b>(Sgd) John E. Platt</b> Vice-President

**APPENDIX F**

CANADIAN NATIONAL RAILWAY COMPANY

CP RAIL

Montreal, Quebec  
March 5, 1982

Mr. J.D. Hunter  
Chairman  
Associated Non-Operating  
Railway Unions  
2300 Carling Avenue  
Ottawa, Ontario  
K2B 7G1

Dear Sir:

This has reference to the granting of holidays to employees who as a part of their regular assignment work in more than one province where the holidays differ.

Following review of this subject it has been established that, under the circumstances, employees who by the nature of their work may be required to work in more than one province, will be granted holidays with pay on the basis of the location of their headquarters, irrespective of where they may actually be working on the holiday in question.

The same principle applies to employees who transfer their headquarters from one province to another, in that they would be granted holidays with pay on the basis of their headquarters at the time the holiday occurs. However, as a consequence of employees' transferring from one province to another, no employee shall be entitled, if qualified, to less than or more than a total of eleven general holidays in any year.

This letter will supersede previous letters on this subject.

Yours truly,

**(Sgd) W.H. Morin**  
Vice-President  
Labour Relations  
Canadian National Railway Company

**(Sgd) R. Colosimo**  
Vice-President  
Industrial Relations  
CP Rail



## **APPENDIX G**

Montreal, Quebec April 26, 1982

Mr. D.W. Blair, Vice-President, Atlantic Region, Moncton  
Mr. Y.H. Masse, Vice-President, Lawrence Region, Montreal  
Mr. G.A. Van de Water, Vice-President, Lakes Region, Toronto  
Mr. R.J. Hansen, Vice-President, Prairie Region, Winnipeg  
Mr. R.A. Walker, Vice-President, Mountain Region, Edmonton  
Mr. J.L. Cann, Vice-President, Operations, Montreal  
Mr. J.L. Ball, Comptroller CN Rail, Montreal  
Mr. R.J. Tingley, President and General Manager, CN Marine, Moncton  
Mr. P.A. Clarke, President and General Manager, TerraTransport, St. John's

One of the proposals made by the Associated Non-Operating Unions in the recent negotiations was that when, in the application of the applicable grievance procedure, a decision was not rendered by the designated officer of the Company the claim will be paid or in the case of a grievance not involving a time claim the grievance would be allowed.

During negotiations the Union representatives explained that the major problem was that some designated officers were not complying with the intent of the grievance procedures. They specifically mentioned that cases not involving monetary claims were not dealt with within the specified time limits; also very brief replies were being given by the Supervisors without dealing with the points raised by the Union Representative in his letter.

We undertook to remind you of the importance of dealing with all grievances within the prescribed time limits. It is appreciated that there may be an unusual case that cannot be handled within the time limits. In such instances, you should request an extension of time limits from the appropriate Union Representative. In addition we expect that the appropriate Supervisor will state his reasons for declination in relation to the statement of grievance submitted by the Union Representative.

Would you please see that this matter is brought to the attention of all Supervisors and that grievances directed to them are handled in accordance with the provisions of the applicable Wage Agreement.

**(Sgd) W.H. Morin**

Vice-President  
Labour Relations  
Canadian National Railway Company

cc: Mr. J.D. Hunter  
Mr. J.E. Platt

Mr. R.C. Smith  
Mr. A. Passaretti

## APPENDIX H

April 26, 1982

Mr. J.E. Platt  
Vice-President  
Brotherhood of  
Railroad Signalmen  
Suite 505 - 130 Slater Street  
Ottawa, Ontario  
K1P 5H6

Dear Sir:

This has reference to discussions during current contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee 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 General Chairman of the Brotherhood 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.

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 General Chairman 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) W.H. Morin**

Vice-President

Labour Relations

Canadian National Railway Company

I CONCUR:

**(Sgd) John E. Platt**

Vice-President

Brotherhood of Railroad Signalmen

**APPENDIX I**

**MEMORANDUM OF AGREEMENT** between the Canadian National Railway Company and the International Brotherhood of Electrical Workers, giving effect to certain seniority provisions of Agreement 11.1, and Maintenance of Basic Rate provisions of the Employment Security Income Maintenance Agreement.

**IT IS AGREED** that effective February 9, 1996:

- 1** Notwithstanding the provisions of Article 11.1 of Agreement 11.1, employees will not forfeit seniority in the exercise of displacement rights provided they have exhausted all seniority rights at their location or at a location within a radius of 25 miles as defined in Article 6.2c of the ESIMA.
- 2** Employees who protect their seniority rights, as stipulated above, in order to avoid relocation, will, be eligible for maintenance of basic rate protection under Article 8.9 of the ESIMA.
- 3** Employees on Regional Installation Gangs and Regional Inspection positions, will protect their seniority in accordance with Agreement 11.1, except as may be otherwise mutually agreed on each Region between the Company and the Union.
- 4** The provisions of Article 11.2, 11.3, and 11.8 of Agreement 11.1 will apply on the entire seniority territory where there are no qualified applicants for unfilled vacancies.
- 5** The Memorandum of Agreement dated May 28, 1992 is canceled.

Signed in Montréal, Québec this 9th day of February 1996.

FOR THE COMPANY:		FOR THE BROTHERHOOD:
<b>(Sgd) M.M. Boyle</b> for: Assistant Vice-President Labour Relations		<b>(Sgd) A.G. Cunningham</b> System General Chairman (Senior)
		<b>(Sgd) J. Senenko</b> System General Chairman

**APPENDIX J**

**CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Canadian Signal and Communications Union revising Agreement 11.1

Where employees covered by Agreement 11.1 are laid-off from occupations covered by other Collective Agreements with the Company and are therefore subject to recall, it is agreed that the provisions of Article 12 (Training) of Agreement 11.1 are suspended for such employees until such time as they are no longer subject to recall under other Collective Agreements.

Signed at Montreal, Quebec this 9th day of September 1983.

FOR THE COMPANY:		FOR THE UNION:
<b>(Sgd) D.C. Fraleigh</b> Assistant Vice-President Labour Relations		<b>(Sgd) A. Cunningham</b> National Vice-President Canadian Signal and Communications Union
		<b>(Sgd) R.E. McCaughan</b> National Vice-President Canadian Signal and Communications Union
		<b>(Sgd) J.E. Platt</b> National President Canadian Signal and Communications Union

## **APPENDIX K**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Canadian Signal and Communications Union with respect to the hours of service for signal employee working in conjunction with certain gangs.

- 1.** Employees covered by Agreement 11.1 working with the gangs referred to in Item 3 hereof shall operate on a work cycle of 15 consecutive work days followed by six consecutive rest days. The regular hours for each work day shall be eight. Agreement 11.1 shall govern payment for service performed.
- 2.** The foregoing work cycle shall replace the work week provided in Agreement 11.1 for the period of time that employees are governed by such cycle.
- 3.** The type of gangs referred to in Item 1 of this Agreement are:
  - (a)** The System Concrete Tie Gang working with the P-811 Machine operating on the Mountain, Prairie and Great Lakes Regions.
  - (b)** The Eastern Rail Changeout Gang working with a Rail Changeout Machine and operating predominantly on the Eastern Regions.
  - (c)** The Western Rail Changeout Gang working with a Rail Changeout Machine and operating predominantly on the Western Regions.
  - (d)** The regional support gangs accompanying a gang listed in (a), (b) or (c) above.
- 4.** An employee covered by this Agreement will receive in addition to his regular rate of pay, an allowance equivalent to 20 hours at the applicable straight time hourly rate of pay for each 15-day cycle worked. For any day on which an employee is unavailable for work, his allowance will reduced by 2 hours.
- 5. (a)** When a general holiday specified in Article 19 of Agreement 11.1 falls on a day which does not coincide with an employee's rest days, it may be moved and granted in conjunction with the employee's rest days.
  - (b)** When such substitution takes place the employees will be compensated at the straight time rate for work performed on the day originally designated as the general holiday. When employees are required to work on the day to which the general holiday was moved, they shall be compensated in accordance with Article 19.6 of Agreement 11.1.

6. In the application of this Memorandum of Agreement it is understood that existing Regional practices in the assigning of employees will be continued.
7. Except as otherwise provided herein, Agreement 11.1 shall apply.
8. This Memorandum of Agreement shall become effective on the date of signing and shall remain in effect thereafter from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Such cancellation notice may only be served during the period October 15 to November 15 in any year.
9. The terms of this Memorandum of Agreement shall be subject to the parties obtaining an appropriate permit from the Minister of Labour under the terms of subsection 29.1(1) of the Canada Labour Code Part III.

Signed at Montreal, Quebec, this 23rd day of November, 1983.

FOR THE COMPANY:		FOR THE UNION:
<b>(Sgd) D.C. Fraleigh</b> Assistant Vice-President Labour Relations		<b>(Sgd) J.E. Platt</b> National President Canadian Signal and Communications Union



**APPENDIX L**

July 17, 1984

Mr. J.E. Platt  
National President  
Canadian Signal and  
Communications Union  
Suite 220  
130 Slater Street  
Ottawa, Ontario  
K1P 6E2

Dear Mr. Platt:

This refers to our recent phone discussion and your letter of 3 July 1984 concerning the seniority status of employees covered by Agreement 11.1 who are appointed to bulletined Technician positions on other than their home region of CN Rail.

It is recognized that under the terms of Article 10.14 (d) of Agreement 11.1, an employee awarded a Technician position is required to demonstrate his ability to perform the work and that if he fails to meet the requirements of the position, he must return to his former position.

This will confirm that, notwithstanding the provisions of Agreement 11.1, we have agreed to consider an employee who is appointed to a bulletined Technician position on other than his home region, as being on loan for up to a maximum of 180 calendar days. Such employee will forfeit his seniority (on his home region) if he fails to return to his home region within 30 days following the expiry of the 180 calendar day probationary period. Should the employee be required to return to his former region, he will resume duty on the position that he occupied prior to being awarded the Technician position.

In the event that the employee's former position has been abolished, he will be required to exercise his seniority on his former region in accordance with the terms of the Agreement.

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

Yours truly,

FOR THE COMPANY:	I CONCUR:
<b>(Sgd) J.R. Gilman</b> For: Assistant Vice-President Labour Relations	<b>(Sgd) J.E. Platt</b> National President Canadian Signal and Communications Union

## **APPENDIX M**

### **CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Canadian Signal and Communications Union providing for certain amendments to Agreement 11.1 with respect to a new Discipline Trial Project which is to apply across the system.

#### **1. Coverage**

This Memorandum of Agreement applies to all Signals and Communications employees who are covered by Agreement 11.1.

#### **2. Duration**

This Memorandum of Agreement shall be effective 1 January 1986 and shall remain in effect and cover those employees outlined in Item (1). It may, however, be terminated on any particular territory by agreement between the parties or it may be terminated on thirty days' written notice from either party to the other.

#### **3. Suspension of Existing Provisions**

On territories where this Memorandum of Agreement is in effect, Articles 13.1 to 13.6 inclusive, of Agreement 11.1 shall be suspended.

#### **4. Informal Investigation**

**(a)** Subject to the provisions of Item (a) (ii) of Section 5 hereof, minor incidents will be handled without the necessity of a formal investigation.

**(b)** 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.

**(c)** In cases where the assessment of discipline is warranted, the employee will be advised in writing within 28 calendar days from the date the incident was reviewed with the employee except as otherwise mutually agreed. A copy of the Incident Report and a copy of the Form 780 issued will be sent to the National Vice-President or National President as the case may be.

**(d)** When an employee is notified of the conclusions reached by the Company, and of the discipline assessed if any, he shall, if such are not acceptable to him, advise the proper officer of the Company in writing within 20

calendar days of receipt of such notification:

- (i)** that he is not in accord with the conclusions reached by the Company and requests a formal investigation under the procedures set forth in Section 5 hereof; or
- (ii)** that he accepts the conclusions reached by the Company but he is not in accord with the discipline assessed and may initiate an appeal of the discipline in accordance with the grievance procedure of the respective collective agreement; or
- (iii)** that he is in accord with the conclusions reached by the Company and the discipline assessed.

## **5. Formal Investigation**

**(a)** A formal investigation will be held:

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

**(b)** When required to attend a formal investigation, an employee will be given at least 24 hours' notice in writing. The notice will include the date, time, place and subject matter of the hearing.

**(c)** Where an employee wishes to have an accredited representative\* appear with him at a hearing and such a representative cannot be made available for the time set for the hearing, the employee, either directly or through an accredited representative, may seek a delay in the hearing sufficient for the Union to have an accredited representative made available. Concurrence to such a request will not be unreasonably withheld by the proper officer of the Company. Application of this provision will not result in a need for a second notice period under the terms of Item (b) above.

\*The following Union Officers will be considered accredited representatives:

National President

National Vice-President

Local Representative

Designated Employee Representative (holding "employee status")

**(d)** Where an employee so wishes, an accredited representative may appear with him at the hearing. Prior to the commencement of the hearing, the employee will be provided with a copy of all of the written evidence as well as any oral evidence which has been recorded and which has a bearing on his involvement. The employee and his 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 his involvement. The questions and answers will be recorded and the employee and his accredited representative will be furnished with a copy of the statement.

**(e)** If corrective action is to be taken, the employee will be so notified in writing of the Company's decision within 28 calendar days from the completion of the employee's investigation, unless otherwise mutually agreed. Such notification will be given at the same time or after the employee is personally interviewed by the appropriate Company Officer(s) unless the employee is not available for such an interview within the time limit prescribed.

**(f)** Employee will not be held out of service pending investigation unless:

**(i)** the circumstances of the incident are such that there is reason to believe that the employee's continued performance on the job could constitute a hazard to himself, other persons or the operations;

**(ii)** the offence is considered sufficiently serious to warrant such action;

**(iii)** it is essential to carrying out the investigation.

**(g)** Except as otherwise mutually agreed, the investigating officer shall be an individual who is in the best position to develop all of the relevant facts, provided such individual is not emotionally involved with the incident.

### **General**

**6.** An employee who is held out of service while under investigation, except in cases where the offence with which charged is of a nature which may result in suspension or dismissal, will be paid at schedule rates for each working day lost up to a maximum of one day for each twenty-four (24) hours, less any amount earned in other employment. Suspension will commence from the date the

employee is removed from service. Dismissal will be effective on the date the decision is made to dismiss the employee.

7. 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, the employee will be paid at schedule rates for each day lost up to a maximum of one day for each twenty-four (24) hours, less any amount earned in other employment. He will also be reimbursed for any reasonable expenses incurred if required to be away from home in connection with the investigation.

This Memorandum of Agreement supersedes all regional agreements with respect to the establishment of a Discipline Trial Project.

SIGNED AT Montreal, Quebec this 5th day of December, 1985.

FOR THE COMPANY:		FOR THE UNION:
<b>(Sgd) D.C. Fraleigh</b> For: Assistant Vice-President Labour Relations		<b>(Sgd) J.E. Platt</b> National President Canadian Signal and Communications Union

## APPENDIX N

November 5, 1985

Mr. J.E. Platt  
National President  
Canadian Signal and  
Communications Union  
Suite 220 - 130 Slater St.  
Ottawa, Ont.  
K1P 6E2

Dear Mr. Platt:

For some time now the Unions and many people in management have expressed varying degrees of dissatisfaction with the current discipline system.

The Union and the Company have recognized that much of the problem with the current system, i.e. the apparent friction, emanated from the system itself. The parties were interested in exploring ways of lessening the formal aspects of the investigation procedure, and undertook to develop a system that would:

- better define the role of the fellow employee or accredited representative appearing with an employee at an investigation;
- allow the Company to assess a level of discipline without the need for a formal investigation; and
- be introduced on a trial basis on certain regions.

While continuing to adhere to the concept of a formal system for employees involved in major situations, the new system contains a procedure that will, under certain circumstances, permit the Company to assess discipline to a maximum level of fifteen demerit marks without the necessity of a formal investigation. It has built-in safeguards which enable an employee to request a formal investigation in the event he is not satisfied with the results of the informal investigation. Any discipline assessed may, as usual, be appealed through the grievance procedure.

Therefore, during the trial period, we will have two separate and distinct procedures. One procedure (Informal) will apply in the majority of cases involving incidents which are considered minor in nature. Minor incidents involving employee infractions are defined as those which would warrant fifteen or less demerit marks in the event the employee is found responsible. The second procedure (Formal) will apply in more serious situations, i.e. those falling

into what might be termed the major category.

The informal procedure is designed to be simple and easily understood. It does away with the need for any formal statement taking and the traditional question and answer format. It is hoped and indeed expected that this new approach will tend to eliminate or at least substantially reduce the apparent friction caused by the formal method.

In response to Union requests the formal procedure contains changes which have been made on an experimental basis. Our belief, however, is that the informal process will prove to be more advantageous for all concerned and that the need for formal statement taking in future will diminish as the success of the informal process becomes evident.

One of the changes to the formal procedure requested by the Union dealt with the role of the "fellow employee" appearing at investigations. The Union wanted this role redefined with the view to expanding his responsibilities at a formal hearing. In fact, the role of the fellow employee has evolved through changes brought about by discussion between the parties and various decisions of Arbitrators throughout the past several years. It is clear that the presence of the fellow employees is not that of a mere observer and that certain rights have now been accepted by the parties. It was agreed, that for the duration of the trial project, the term accredited representative will be used and the term fellow employee will be dropped. The parties have acknowledged that the additional rights provided the accredited representative will in no way undermine the current procedure which is designed to bring out the facts of the case and to provide for a fair and impartial hearing. It is in the light of this understanding that the Company is prepared to define the role of the accredited representative appearing at a formal investigation as follows:

The employee under investigation may discuss with his accredited representative any questions directly related to and having a bearing on the alleged irregularity under review. However, this practice is not to be abused so as to impede investigation through the employee holding such discussions prior to answering routine questions, such as name, occupation, work location, hours of work, etc. Also, the accredited representative will be permitted to raise questions through the officer conducting the investigation during the course of the investigation. It will be the responsibility of the investigating officer to rule on whether or not such questions are relevant. Whether considered relevant or irrelevant, the question and answer will be recorded. It is to be emphasized that any advice given by the accredited representative to the effect that the employee under investigation should not answer a relevant question will not be accepted by the officer conducting the investigation. The investigation will be conducted in a proper and dignified manner and at all times under the control of the person conducting the investigation. The role of the accredited representative as well as the officer conducting the formal investigation will be monitored by the

Union/Management Regional Monitoring Committee.

The progress of the trial project is to be monitored at the Regional/District and System levels. The monitoring teams will be comprised as follows:

Regions - National Vice-President or National President as the case may be, the Regional Chief Engineer and the Regional Manager Labour Relations.

District - National Vice-President or National President as the case may be, the District Manager and the Regional Manager, Labour Relations.

The System steering committee comprising the current negotiating groups will continue to meet periodically to monitor the results of each project, to ensure consistency in application and to adjudicate, if necessary, on matters dealing with the overall intent and objectives of the program.

Throughout these discussions, some fear was expressed by both sides that some of the proposed changes would encourage the parties to take advantage of certain situations. The Union expressed the fear that any loosening of the formal structure where traditional safeguards were removed, as in the proposed informal process, would invite certain supervisors to take advantage of employees who were now stripped of the protection provided by the formal system. Assurances were given that this aspect would be carefully monitored to ensure proper application in line with the principles involved.

On the other hand, some members of management are apprehensive that certain people might misconstrue the introduction of this change as signalling a new laissez-faire approach to discipline and are concerned that performance factors, i.e. accidents, personal injuries, etc., might suffer as a consequence.

In fact, neither of these perceptions is correct. Both the Company and the Union agree that there must be some form of discipline system. It is, therefore, not a question of whether some action will be taken, but rather a question of the mode or process that will be employed to bring about the desired result in keeping with the philosophy of the Company's discipline policy. The success of these trial projects will depend to a large extent on the good faith and genuine commitment of those involved. To aid in this endeavour, the Company will provide appropriate training for both Company and Union (Local) officers directly involved. Union officers will be paid for such training. In addition, those employees affected by the changes will be apprised of the program jointly by Union and Management officers and informed of the discipline provisions that will apply to them during the program.

Finally, on the assumption that the pilot project will prove successful, the parties have agreed to review the results of the agreed upon changes, sixty days prior to the expiration of the first year on any territory where they are in effect, with a view



to considering further modifications.

This letter of Understanding supersedes all Regional Letters of Understanding that were previously agreed to with respect to the new discipline system.

Would you please indicate your concurrence with the foregoing by signing this letter in the space provided below.

Yours truly,

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

I CONCUR:

**(Sgd) J.E. Platt**  
National President  
Canadian Signal and  
Communications Union

## APPENDIX O

December 10, 1985  
8311-1-10

Our Files: 8311-1,

Mr. J.E. Platt  
National President  
Canadian Signal and  
Communications Union  
Suite 220  
130 Slater St.  
Ottawa, Ont.  
K1P 6E2

Dear Mr. Platt:

This has reference to the Memorandum of Agreement which was signed on 19 September 1985 revising the Training Program in Agreement 11.1 and the Memorandum of Agreement signed on 2 October 1985 amending certain provisions in Agreements 11.1 so as to preclude conflict with the revised Training Agreement.

Following negotiations with respect to the above mentioned matters you expressed a concern that the separation of the S & C Helper/Apprentice classification into two separate classifications has created some uncertainty as to the manner by which these two positions would be filled by the Company. The following will clarify our understandings on these issues.

On maintenance, vacancies or new positions in a class below S & C Maintainer will be bulletined as S & C Apprentice and will be awarded in accordance with the provisions of Article 9. This does not preclude the Company, under certain circumstances, from filling such positions by other classifications depending of course on the particular work being performed and the duration of the position. When there are no applicants for a S & C Apprentice position on maintenance from employees working in the Apprentice classification, the position will be filled by the junior S & C Apprentice who is working on construction.

On construction, vacancies or new positions in a class below S & C Mechanic will be filled by S & C Apprentices and/or S & C Helpers, in line with the Company's requirements. On permanent construction gangs, S & C Apprentice positions will be bulletined as outlined in Article 10.4.

On temporary construction gangs, S & C Apprentice positions will be bulletined without gang numbers or assigned territory. Successful applicants will be

considered as unassigned and may be required to work anywhere on their Region.

When there is no applicant for an Apprentice position on a construction gang, it will be filled by the appointment of the senior S & C Helper in accordance with Article 12.6 of Agreement 11.1.

Also of a concern, were those employees who were hired prior to 1 January 1985 and as a result held dual seniority as S & C Helper/ Apprentice but were not as yet enrolled in the Training Program. We agreed that if such employee was able to successfully pass the Company selection process for the position of an S & C Apprentice he would continue to be paid pursuant to Article 3.5 of Agreement 11.1. In the event that the employee is unable to pass the Company selection process, he will forfeit his S & C Apprentice seniority and his Apprentice step rate will be frozen until such time as the wage adjustments through national negotiations bring the S & C Helper rate equal to or above the frozen rate, at which time the employee will revert to the S & C Helper rate.

A laid off employee who was hired prior to 1 January 1985 and as a result held dual seniority as S & C Helper/Apprentice but is not as yet enrolled in the Training Program, will have the Company's selection process administered prior to recall to service. If the employee is able to pass the Company selection process he will, upon return to work, receive the appropriate S & C Apprentice rate pursuant to Article 3.5. If he is unable to pass the Company selection process he will forfeit his S & C Apprentice seniority and will only be subject to recall as an S & C Helper at the S & C Helper rate.

An employee hired as an S & C Helper after 1 January 1985 who is unable to pass the Company selection process will be removed from the service of the Company. Every reasonable effort will be made to administer the Company selection process to such employee prior to the expiration of his probationary period.

Would you please indicate your concurrence with the foregoing by signing this letter in the space provided below.

Yours truly,

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

I CONCUR:

**(Sgd) John E. Platt**  
National President

Canadian Signal and  
Communications Union

**APPENDIX P**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Canadian Signal and Communications Union with respect to the recognized seasonal working period for employees covered by Agreement 11.1 who hold only S & C Helper seniority.

1. IT IS AGREED THAT effective 1 January 1987 employees who hold only S & C Helper seniority will be considered Seasonal Employees under Article 10 of the Employment Security and Income Maintenance Plan. The recognized seasonal working period for these employees shall be:

April 15 to November 30 on the Atlantic, Great Lakes and Mountain Regions.

and

May 1 to September 30 on the St. Lawrence and Prairie Regions.

2. The S & C Helpers on the protected rate, who are covered by the Memorandum of Agreement dated 7 December 1984, are excluded from the application of this Agreement.

SIGNED AT MONTREAL, Quebec, this 27th day of February 1987.

FOR THE COMPANY:		FOR THE UNION:
<b>(Sgd) T.D. Ferens</b> for: Assistant Vice-President Labour Relations		<b>(Sgd) J.E. Platt</b> National President
		<b>(Sgd) R.E. McCaughan</b> National Vice-President
		<b>(Sgd) A. Cunningham</b> National Vice-President

## **APPENDIX Q**

(See Appendix W)

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Canadian Signal and Communications Union with respect to training Technician Trainees in Rail Traffic Control (R.T.C.) Centres, Hump Yards, Radio Shops or other Signals and Communications (S&C) centres.

It is agreed that:

- 1.** A notice will be posted advising employees when Technician Trainees are to be trained for R.T.C. Centres, Hump Yards, Radio Shops or other S & C centres. The notice will be posted, in a format that has been approved by the Steering Committee.
- 2.** A Technician Trainee's permanent position will be filled temporarily during the training period. In the event that such permanent position is abolished or claimed by a senior employee in the exercise of displacement rights; the Technician Trainee will be required to declare displacement rights onto another permanent position.
- 3.** In the eventuality that there are no qualified applicants for an S & C Technician position in an R.T.C. Centre, Hump Yard, Radio Shop or other S & C centre; the Technician Trainee who first commenced training at the particular location, will be awarded the position provided that such Trainee is considered sufficiently qualified to perform S & C Technician duties.
- 4.** A Technician Trainee will not be restricted from bidding other permanent positions during the training period, but will not be released to fill such position until completion of training. Except as provided in Items 5 and 6, a Technician Trainee will be compensated at the basic rate of the permanent position held.
- 5.** An S & C Foreman or S & C Testman who is selected as a Technician Trainee will be compensated at the basic rate of an S & C Technician during the training period.
- 6.** A Technician Trainee who is awarded a permanent S & C Foreman or S & C Testman position during the training period will be compensated at the basic rate of an S & C Technician while in training.
- 7.** During the training period, a Technician Trainee is not subject to being displaced.
- 8.** It is understood that the purpose of establishing Technician Trainees is to ensure that a future source of qualified S & C Technicians is maintained.

9. Except as otherwise provided herein, the terms of Agreement 11.1 are applicable.

10. This Memorandum of Agreement shall be effective on the date of signing and shall remain in effect thereafter subject to cancellation on sixty days notice in writing from either party to the other subsequent to 31 August 1989.

11. The Memorandum of Agreement dated 24 October 1988 covering Technician Trainees in the Rail Traffic Control (R.T.C.) Centre at 277 Front Street West, Toronto, Ontario is hereby cancelled.

Signed at Montreal, Quebec this 16th day of November, 1988.

FOR THE COMPANY:	I CONCUR:
<b>(Sgd) D.C. Fraleigh</b> For: Assistant Vice-President Labour Relations	<b>(Sgd) J.E. Platt</b> National President Canadian Signal and Communications Union



**APPENDIX R**

15 December 1988

Mr. R.E. McCaughan National Vice-President Canadian Signal and Communications Union 3081 Ness Avenue Suite 307 Winnipeg, Manitoba R2Y 2G3	Mr. A. Cunningham National Vice-President Canadian Signal and Communications Union 1255 University Street Suite 912 Montreal, Quebec H3B 3W9
Mr. J.E. Platt National President Canadian Signal and Communications Union 130 Slater Street Suite 220 Ottawa, Ontario K1P 6E2	

Gentlemen:

This refers to the travel assistance which is to be provided to employees represented by your organization for getting to their home location on weekends or rest days. The parties have recognized that such arrangements must be fair and practical, must not be permitted to interfere with the performance of the work and must not place an unreasonable economic burden upon the Company.

They have also recognized the need for suitable restrictions on the frequency of trips and the establishment of minimum and maximum distances.

The parties have concluded that a variety of means must be employed to assist the employees with weekend travel and that the determination of the means to be applied in any given situation must rest with the appropriate Company officers.

**Qualification:**

In order to qualify for weekend travel assistance an employee must be required to work away from his home location on a regular basis (a minimum of 5 consecutive days prior to the weekend). If such work is on a permanent position, which has an established Headquarters location, there must be an acceptable reason for the employee not relocating his home to the Headquarters location,

such as remoteness of the location or limited housing at the location.

### **Travel Assistance**

As mentioned above the means to be used to assist employees with weekend travel will vary and the determination of which will apply in each case will rest with the appropriate Company Officers. The means that may be employed are:

- (a)** Train service; or
- (b)** Company vehicles; or
- (c)** A fixed expense allowance to be determined as follows: An amount equal to the average of the mileage rate for the eastern and western Regions multiplied by 175 miles and rounded to the nearest five cents; or
- (d)** A mileage allowance which is to be determined separately for the eastern and western Regions. Such allowance will be based on actual bus fares in effect on August 1st of each year on sample bus routes. The sample bus routes to be used are attached as Exhibit A. The fares will be converted into an average mileage rate and rounded to the nearest cent. For example, if a round trip is 104 miles and costs \$10.00, the cost per mile is therefore  $\$10.00 \div 104 = 9.62$  cents. Sample bus fares, once converted, are then averaged to determine the applicable mileage rate; or
- (e)** Any other means which meets the criteria mentioned in the first paragraph of this letter; or
- (f)** Any combination of a, b, d, and e above.

The adequacy of train service where it is considered as a means for weekend travel is of course a very relative matter. Waiting time, travelling time, and the alternatives available must all be considered. The basic criteria are that the means used must be fair and practical, must not interfere with the performance of the work and must not place an unreasonable economic burden upon the Company. Where there is a difference of opinion between an employee and his Supervisor in this regard, the local Union representative or the National Vice-President and the Supervisor should confer in an effort to resolve the difference.

Where a work location is accessible by road the Company shall be under no obligation to provide assistance when the distance to be travelled is forty miles or less in one direction (eighty miles or less return).

The Company's obligation under this arrangement shall not exceed beyond the limits of the Region on which the employee is working.

For employees who are granted a mileage expense allowance, payment shall be limited to 2,700 miles in any one calendar month. However, under special circumstances, after discussions between the National Vice-President and the Assistant Vice-President, Labour Relations at System Headquarters, the latter has the flexibility to increase the maximum.

**Administration:**

Claims for payment under the terms of this arrangement must be made monthly in accordance with Company instructions.

The provisions contained in this letter are effective 1 January 1989 and all previous Weekend Travel Assistance letters, practices or understandings are hereby cancelled.

The mileage allowance calculation referred to in (d) above will be put into effect on 1 October in each year.

Yours truly,

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

I CONCUR

**(Sgd) John E. Platt**  
National President  
Canadian Signal and  
Communications Union

## EXHIBIT A

### Sample Bus Routes

#### Prairie Region

<b>From/To</b>	<b>Return Mileage</b>
Winnipeg - Portage	104
Winnipeg - Gladstone	188
Winnipeg - Brandon	402
Winnipeg - Saskatoon	1060
Winnipeg - Regina	720
Winnipeg - The Pas	904

#### Mountain Region

<b>From/To</b>	<b>Return Mileage</b>
Edmonton - Edson	260
Edmonton - Wainwright	250
Edmonton - Valemount	610
Edmonton - Prince George	940
Vancouver - Kamloops	610
Vancouver - Jasper	1130

#### Atlantic Region

<b>From/To</b>	<b>Return Mileage</b>
Moncton - St. John	190
Moncton - Truro	290
Halifax - Truro	116
Truro - Sydney	394
Campbellton - Mt. Joli	220
Campbellton - Gaspé	440

**St. Lawrence Region**

<b>From/To</b>	<b>Return Mileage</b>
Montreal - Drummondville	122.4
Rivière-du-Loup - Montmagny	154.4
Montreal - Quebec	307.8
Montreal - Ottawa	252
Montreal - Val D'Or	657.8
Quebec - Rimouski	384

**Great Lakes Region**

<b>From/To</b>	<b>Return Mileage</b>
Toronto - Port Hope	126
Toronto - Barrie	120
Toronto - Parry Sound	300
Toronto - London	250
Toronto - Windsor	446
Toronto - North Bay	456

**APPENDIX S**

28 May 1992

Mr. A. G. Cunningham  
Senior System General Chairman  
International Brotherhood of  
Electrical Workers  
1255 University Street  
Suite 912  
Montreal, Quebec  
H3B 3W4

Dear Mr. Cunningham:

This has reference to discussions during the current contract negotiations with respect to the Note to Article 4.5 of the Agreement and the Brotherhood's request to have the application of this provision clarified.

The Note to Article 4.5 allows the Company to require employees on stand-by to protect calls on adjacent territories in instances of temporary absence of regular employees. The mechanism provided under the Note to Article 4.5 is not intended to have employees on stand-by protect calls on adjacent territories in instances of extended temporary absences, subtracting the Company from its obligation to fill temporary vacancies in accordance with Article 9 of the Agreement.

For purposes of clarification, it is understood that the temporary absences contemplated by this provision are, in the normal course, of relatively short duration, ranging from a few days to a few weeks and addresses instances where the regular employee cannot protect his or her assignment on account of bereavement leave, sickness, training, etc.

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

Yours truly,

FOR THE COMPANY:	I CONCUR:
<b>(Sgd) J.P. Green</b> for: Assistant Vice-President Labour Relations	<b>(Sgd) A.G. Cunningham</b> System General Chairman (Senior) International Brotherhood of Electrical Workers

cc: Mr. R. E. McCaughan, Syst. Gen. Chairman, I.B.E.W.  
Mr. J. E. Platt, International Rep., I.B.E.W.

**APPENDIX T**

**MEMORANDUM OF AGREEMENT between Canadian National Railway Company and Council No. 11 of the International Brotherhood of Electrical Workers concerning the suspension of Article 8.2 of Agreement 11.1.**

**IT IS AGREED that:**

**Employees required to remain away from their headquarters or boarding cars overnight, or employees who have no headquarters and are required to be absent from their place of residence overnight, will be afforded one of the following:**

- a) **Company provided accommodation or,**
- b) **Reasonable expenses for meals and lodging which they necessarily incur or,**
- c) **All inclusive expense allowance**

**(Items a) and b) above are based on single room accommodation, if available).**

**The Company retains the right to determine which of the foregoing will apply and, where applicable, will indicate on the monthly bulletins prescribed in Article 9 or 10? which of the above options will be applicable. Once one of the options has been selected for a given situation, it will not be changed without prior advice to the appropriate System General Chairman, outlining the reasons for the change. Should the Brotherhood wish a meeting to discuss the change, such meeting will be held on a timely basis.**

In the application of Option a) in instances where meals would not be provided by the Company, and of Option b), expenses of up to the following amount will be deemed as reasonable expenses:

Year	Breakfast	Lunch	Dinner	Total
1998	\$6.34	\$10.57	\$13.63	\$30.54
1999	\$6.47	\$10.78	\$13.90	\$31.15
2000	\$6.60	\$11.00	\$14.18	\$31.78

Employees afforded the all inclusive expense allowance will be paid each working day an allowance subject to the following conditions:

1. Upon finalization of this Agreement \$80.58. Effective January 1, 1999 this

amount will be increased to \$82.19, and effective January 1, 2000 this amount will be increased to \$83.83.

2. In instances of bona fide illness or job related injury, the all inclusive expense allowance will be maintained for up to 3 days.
3. Reimbursement of the all inclusive expense allowance will be made through the Direct Deposit System (D.D.S.) once per pay period by adding it to the employee's regular wages as a separate item.
4. The payment of the all inclusive expense allowance will supersede any form of living, meals and/or transportation expenses or allowance, including weekend travel assistance which are provided by the Company.

It is understood that, the assistance provided for under this Memorandum of Agreement is limited to those employees required to be absent from their headquarters or boarding cars; or for employees without a headquarters, from their place of residence, to work at a location which is more than 40 highway miles in one direction (more than 80 miles return) from their headquarters or boarding cars; or for employees without a headquarters, from their place of residence, by the most direct route.

It is further understood that, effective July 1, 1995, the provisions of Article 8.2 of Agreement 11.1 will be suspended and the following will apply:

For S & C Installation, Options a), b) or c).

For other S & C employees, Options a) or b). However, Option c), the all inclusive expense allowance may be applied once Agreement has been reached by the parties as to conditions of implementation. To this effect, within six months following finalization of this Agreement, the parties will meet upon thirty (30) days' written notification and establish on a Region by Region basis mutually acceptable conditions of implementation.

S & C Coordinators may, upon so indicating in writing to the S. & C Supervisor, elect to be afforded expenses under Option b).

Signed at Toronto, Ontario this 3rd day of May 1995.

FOR THE COMPANY

**(Sgd) M.M. Boyle**

for: Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD

**(Sgd) A.G Cunningham**

System General Chairman (Senior)



**(Sgd) J. Senenko**  
System General Chairman

**APPENDIX U**

28 May 1992

Mr. A. G. Cunningham  
Senior System General Chairman  
International Brotherhood of  
Electrical Workers  
1255 University Street  
Suite 912  
Montreal, Que.  
H3B 3W4

Dear Mr. Cunningham:

This has reference to discussions during the current contract negotiations which lead to the parties concluding the Memorandum of Agreement between the Company and the Brotherhood concerning the suspension of Article 8.2 of Agreement 11.1.

As part of these discussions, the matter of the bulletining of positions on Regional S & C Installation Gangs on the St. Lawrence Region showing the Region as a headquarters was raised. The concern expressed was that the language used in the first paragraph of the Memorandum effectively deprived employees working on these positions from entitlement to any form of accommodation and/or expenses when required to be away from their residence overnight.

The Company indicated that the bulletining of positions on Regional S & C Installation gangs showing the Region as a headquarters would cease. In lieu, such positions would be bulletined either as positions without a headquarters or as positions with a location designated as a headquarters.

Yours truly,

**(Sgd) A. Tom**  
for: Chief Engineer

cc:

Mr. R.E. McCaughan, System General Chairman, I.B.E.W  
Mr. J. E. Platt, International Representative, I.B.E.W.

## APPENDIX V

### VOLUNTARY STAND-BY ALLOWANCE

#### DEFINITION OF THE VOLUNTARY STAND-BY ALLOWANCE

- 1)** A voluntary system of rotational stand-by has been developed for two or more interested employees. Under this arrangement, employees will continue to work their regular hours. However, after regular hours, an employee will provide stand-by protection for more than one territory for a period of seven (7) days (or multiple thereof) on a rotation basis with one or more employees. Unless otherwise agreed between the employees, Local Representative and the Supervisor involved, the seven (7) day period will commence upon completion of regular hours on Friday and terminate on the next Friday at the commencement of regular hours of work. Hereunder, are the rules governing the voluntary stand-by.
- 2)** The voluntary stand-by allowance will be based on a seven (7) calendar day period or multiple thereof unless otherwise agreed between the employees, Local Representative and the Supervisor involved. The seven (7) day period will commence upon completion of regular hours on Friday and terminate on the next Friday at the commencement of regular hours of work.
- 3)** In view of the intermittent character of the work of certain S & C Coordinators, S & C Technicians, S & C Leading Maintainers, S & C Leading Mechanics, S & C Maintainers, S & C Mechanics, S & C Assistants, S & C Apprentices and S & C Helpers, they will be paid in addition to their regular earnings for time actually worked, a stand-by allowance of nine (9) straight time hours per week at the applicable hourly rate of the job they occupy. Employees will receive this allowance when protecting the agreed to territory(ies) as defined in item 5 below. Employees who elect the voluntary stand-by allowance, when not protecting the agreed to territory(ies) as defined in item 5 below, will be paid on the basis of forty (40) hours per week at schedule rates.
- 4)** Employees will be paid in accordance with Article 6 for work performed outside of regular hours during the period of time they are covering the agreed to territory(ies) as defined in item 5 below.
- 5)** Two or more employees, working on different territories, desiring to enter into a voluntary stand-by arrangement, will jointly approach their Supervisor and their Local Representative. The Supervisor will not unreasonably withhold approval of the arrangement. If, due to operational requirements, the arrangement cannot be approved, the Supervisor will provide an explanation to the Local Representative and to the employees involved.

**6)** Such arrangement will be for periods of six (6) months and will be renewed automatically unless canceled by a participating employee, the Local Representative or the Supervisor upon thirty (30) days' written notice to the other parties prior to the expiration of any six (6) month period.

**7)** During annual vacation and other leaves of absence, the provisions of the voluntary stand-by will not apply unless otherwise agreed to by the parties.

## **APPENDIX W**

**Memorandum of Agreement between the Canadian National Railway Company and the International Brotherhood of Electrical Workers (System Council No. 11) modifying certain provisions of the Technician Trainee training program in an effort to render it more productive.**

**It is agreed between the parties that the provisions of Articles 12.16 to 12.25 of Collective Agreement 11.1 effective June 1, 1992 and Appendix "Q" dated November 16, 1988 are suspended and replaced by the following:**

**12.16** When the Company requires Technician Trainees, a notice will be posted advising all employees. Candidates will be required to submit written applications stating their qualifications and seniority date. Employees will be evaluated to determine their potential for becoming a qualified S&C Technician. Any dispute concerning the selection of a Technician Trainee will be referred to the Steering Committee for final determination.

### **12.17**

**(a)** Employees selected as Technician Trainees shall be paid the basic rate of pay of the classification from which assigned, pursuant to the provisions of Article 3 of Collective Agreement 11.1. During the training program employees will not be entitled to receive any stand-by allowance payments.

**(b)** A Technician Trainee who does not have Maintainer/Mechanic or Leading Maintainer/Mechanic seniority will be accorded the appropriate seniority date and rate of pay at the time a Helper or Apprentice who is junior in seniority to the Technician Trainee acquires such seniority.

**(c)** The employees identified in item 12.17 (a) above, will retain the right to return to their former permanent position for a period of 90 days coinciding with the commencement of their training period. Afterwards, their positions will be bulletined, permanently, if necessary, pursuant to the bulletining provisions of Collective Agreement 11.1.

**12.18** In the event there is no successful applicant for a Technician Trainee position, the Company may hire a new employee. The System General Chairman shall be notified in such cases.

**12.19** A new employee hired as a Technician Trainee will be paid the S&C Apprentice rate of pay in accordance with Article 3.1 (a) of Agreement 11.1.

**12.20**

**(a)** The Technician Trainee Program will be in effect for a period of 12 to 24 months. During this period, the Trainees will be assigned a headquarters and will be required to fulfill training assignments in various locations in accordance with the training program. The provisions of Article 12.8 will not apply to the Trainees during the training period nor will they be required to protect positions in Maintenance pursuant to the provisions of Appendix "O".

**(b)** While in training, employees will not be entitled to bid out for the duration of the training program. New employees hired as Technician Trainees will only establish seniority in accordance with the provisions of Collective Agreement 11.1.

**(c)** Technician Trainees will be monitored throughout the training program to ensure that they are progressing in accordance with training standards. They will be kept informed of their progression by their immediate supervisor and properly notified when it is discovered that they are experiencing difficulties in certain aspects of the training program.

**(d)** Newly-hired Technician Trainees who fail to demonstrate their potential to meet the necessary training requirements at any point in time during training will be dismissed from the service of the Company. In the case of employees having been assigned to such positions by bid, they will retain their rights to return to their former permanent positions for a period of 90 consecutive calendar days coinciding with the commencement of their training. Following this 90 day period, they will only be allowed to displace in a Installation gang until such time as they can exercise their seniority.

**(e)** At the conclusion of the training program, Technician Trainees will be required to successfully pass the appropriate tests. Unsuccessful Trainees will be governed by the provisions of 12.20 (d) above. In certain exceptional circumstances, the steering committee may review a case and, if deemed appropriate, may allow an employee another opportunity to write the test.

**12.21** The training period for Technician Trainees may be extended in cases where such candidates have demonstrated steady progression which was interrupted as a result of illness, workmen's compensation injuries, or extraordinary personal circumstance beyond their control. The steering committee will review such cases and have the discretion to extend the training period for the same amount of days that the Trainee lost in order to complete the training.

**12.22** Upon successful completion of the Technician Trainee Program, including the provisions of Article 10.14 (a) of Collective Agreement 11.1, the employees will be issued a certificate stating they have successfully qualified as S&C Technicians. They will only establish seniority in the classification of S&C

Technician upon being awarded a permanent position as such. They will also be entitled to bid on all positions in line with their seniority.

**12.23** When there are no qualified applicants for S&C Technician positions (temporary or permanent), the junior employees holding a Technician's certificate will be required to fill the positions. Failure to do so will result in the employee being dismissed from the service of the Company. Employees forced to fill Temporary Technician positions will be entitled to the benefits provided in Article **12.8** (b) of the Agreement.

**12.24** When there are no qualified Technicians available, then Technician Trainees will be required to fill S&C Technician positions up to a maximum of 90 working days. Beyond that, a rotation will be implemented among the other Trainees for the same period of time. This will not constitute qualification as a Technician. Only successful completion of the Technician examination will constitute such qualification.

**12.25** When the Company determines that Technician Trainees are required to enroll in classes conducted by any approved training agency or correspondence course, it will pay the required tuition costs and the costs of necessary text books and instructional literature.

This Memorandum of Agreement is retroactive to April 15, 1995 and shall remain in effect subject to cancellation on 30 days' notice in writing from either one of the parties to the other.

Signed in Montreal, Quebec on June 14, 1995

FOR THE COMPANY

**(Sgd) M.M. Boyle**

For: Assistant Vice-President  
Labour Relations

**(Sgd) R. Porath**

Assistant Chief Engineer  
Signals and Communications

FOR THE BROTHERHOOD:

**(Sgd) A.G. Cunningham**

Senior System General Chairman

**(Sgd) J. Senenko**

System General Chairman

## APPENDIX X



### Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

### Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

May 3, 1995

LR8311-1

Mr. A .G . Cunningham  
Senior System General Chairman  
IBEW Council #11  
Montreal, Quebec  
1255 University Street, Suite 512  
Montreal, Quebec  
H3B 3V8

Dear Mr. Cunningham:

During the current round of National Negotiations, the issue of S & C Coordinator positions was agreed to.

During our discussions, the Brotherhood expressed some concern in relation to various issues, among which was the salary to be paid to employees presently working as Senior Technicians who may not qualify to fill the new positions of S & C Coordinator.

It has been agreed that:

- 1- In the aforementioned situations, the rate of pay of employees affected by the implementation of the S & C Coordinator would be maintained until subsequent general wage increases applied on the basic rate of the position held erase the differential.
- 2- The existing S & C Foreman seniority list will be re-named S & C Coordinator seniority list.
- 3- Employees currently holding S & C Foreman's seniority will have preferential rights for S & C Coordinator positions in S & C Installations.
- 4- Article 3 and all other applicable Articles of Agreement 11.1 will be modified



to reflect that the title of S & C Foreman is changed to S & C Coordinator.

5- All references to the title of S&C Senior Technician contained in Agreement 11.1 will be deleted.

Yours truly,

**(Sgd) M.M. Boyle**

For: Assistant Vice-President  
Labour Relations

## APPENDIX Y



### Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

### Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

May 3, 1995

LR8311-1

Mr A .G . Cunningham  
Senior System General Chairman  
IBEW Council #11  
Montreal, Quebec  
1255 University Street, Suite 512  
Montreal, Quebec  
H3B 3V8

Dear Mr. Cunningham:

During the current round of National Negotiations, the issue of S&C Coordinator positions was agreed to.

It is agreed that the System General Chairman and the Company will jointly cooperate in the development of the tests required of the new positions of S & C Coordinator(s). However, the final determination of qualifications, the tests and the application of such tests will remain the responsibility of the Company without a right of appeal. It was also agreed that the Brotherhood would be advised when any subsequent modifications are made to the tests.

Yours truly,

**(Sgd) M.M. Boyle**

For: Assistant Vice-President  
Labour Relations

## APPENDIX Z



Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

March 13, 1998

Mr A .G . Cunningham  
Senior System General Chairman  
IBEW Council #11  
1255 University Street, Suite 512  
Montreal, Quebec  
H3B 3V8

Dear Mr. Cunningham:

In recognition of incidental expenses incurred by employees on Stand-by assignments, it is agreed that, effective January 1, 2000, the Company will reimburse these employees at an annual rate of \$250.00. This allowance will be restricted to employees, compensated on a stand-by basis, on the first Monday of the pay period #1 and subject to payroll administrative requirements.

Yours truly,

**(sgd) D.W. Coughlin**

For: Assistant Vice-President  
Labour Relations and  
Employment Legislation

## APPENDIX AA



Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

Montreal, Quebec, March 13, 1998

Mr. J. Platt  
International Representative  
International Brotherhood of Electrical  
Workers, System Council # 11  
18 Colfax Street  
Nepean, Ontario K2G 0W5  
Mr. J. Senenko  
System General Chairman  
International Brotherhood of Electrical  
Workers, System Council # 11  
115 Wynford Drive  
Winnipeg, Manitoba R2C 3V2

Mr. A.G. Cunningham  
Senior System General Chairman  
International Brotherhood of Electrical  
Workers, System Council # 11  
1255 University Street, Suite 512  
Montreal, Quebec H3B 3V8

Gentlemen:

One of the concerns raised by your membership in the agreement signed November 8, 1997 involved the closed period commitment related to gainsharing. These concerns involved the fact that, while there was a commitment to enter into discussions, there was very little understanding between the parties of how a gainsharing plan would be structured.

Subsequently, the parties met to clarify particular aspects of a gainsharing plan that are of concern to the Union.

On February 11, 1998 we met for the following purpose:

- 1) The services of an independent consultant, Karl Aboud, from the Company, Hay Group, were retained to assist the Company and the Union to develop a better understanding of the concepts involved in various types of gainsharing plans;
- 2) An overview was provided in relation to work which has already been done on other gainsharing plans in CN;
- 3) A potential framework was provided and possible measurement

criteria discussed that might be considered in the development of a gainsharing plan in Signals & Communications;

4) A joint union/management committee was established to meet and develop terms of reference for a proposed gainsharing plan specific to the needs of Signals and Communications.

The Joint Committee was created and met on February 24 & 25, 1998. After further discussion in progressing the development of the gainsharing plan for implementation, the next steps in the process will require that the Committee meet to finalize the following:

1) Complete the Plan design including:

- a) development of a grid with performance measures by employee group;
- b) development of criteria to be used in setting performance standards and relevant targets;
- c) gathering of data to support performance standards and simulation;
- d) payment formula for payouts relative to each performance measure;
- e) implementation

The Parties are in the process of scheduling meeting dates and developing an action plan to complete the process.

Yours truly,

**(sgd) D.W. Coughlin**

For: Assistant Vice-President  
Labour Relations and  
Employment Legislation

**APPENDIX BB**



Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

Montreal, Quebec, March 13, 1998

Mr. A. G. Cunningham  
Senior System General Chairman  
International Brotherhood of Electrical  
Workers, System Council # 11  
1255 University St., Suite 512  
Montreal, Quebec H3B 3V8

Dear Mr. Cunningham:

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 and the possibility of establishing an employee paid Long Term Disability Insurance Plan.

It was agreed that representatives of the Company and the Unions 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) D.W. Coughlin**

For: Assistant Vice-President  
Labour Relations and  
Employment Legislation

## APPENDIX CC



Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

Montreal, Quebec, March 13, 1998

Mr. A.G. Cunningham  
Senior System General Chairman  
International Brotherhood of Electrical  
Workers, System Council No. 11  
1255 University Street, Suite 512  
Montreal, Quebec  
H3B 3V8

Mr. J. Senenko  
System General Chairman  
International Brotherhood of Electrical  
Workers, System Council No. 11  
115 Wynford Drive  
Winnipeg, Manitoba  
R2C 3V2

Gentlemen:

This has reference to the matter of pass transportation benefits presently applicable to employees of Canadian National Railway Company (CN) represented by your respective 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 concerned notified.

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

Yours truly,

**(sgd) D.W. Coughlin**

For: Assistant Vice-President  
Labour Relations and  
Employment Legislation



## APPENDIX DD



Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

Montreal, Quebec, March 13, 1998

O/F: 8200-97-5

Mr. R.J. Dixon  
Assistant Vice-President  
Labour Relations and  
Employment Legislation

Mr. A.G. Cunningham  
Senior System General Chairman  
International Brotherhood of  
Electrical Workers  
System Council No. 11

---

### PRELIMINARY REPORT ON STANDBY

At a meeting held in Ottawa, Ontario on February 3, 1998 the Company agreed to the Brotherhood's proposal to create a study committee which would have the mandate to hold meeting with Local Chairman of the IBEW Council #11 and Management personnel from the S & C Department at key location across Canada to gather information on the application of Article 4 and the local/regional practices surrounding the application of Article 4.7. The study committee would then report to the Union and Company with its recommendations.

The Committee was comprised of:

Messrs. John Platt, International Representative IBEW, Ottawa, Ont.

Kevin Kearns, Local Representative, Boston Bar, B.C.

Rick Dixon, Local Secretary/Treasurer, London, Ontario

Normand Dionne, Manager Labour Relations, Montréal, Qué.

Wayne Krauskopf, S & C Officer, Edmonton, Alta.

Terry O'Shell, S & C Supervisor, Toronto, Ont.

Meetings were held in Edmonton on Sunday March 1, 1998, in Winnipeg on March 4 and in Toronto on March 5. The Committee met with: 8 employees in both Edmonton and Winnipeg, of which 10 held various Union positions with the IBEW and with 14 employees in Toronto, of which 8 held union positions.

During these meeting various concerns/problems were raised by the participants.

Some of these concerns/problems are listed below:

- The 1993 re-organisation affected manpower
  - Size of the Territories and travel time
  - Shortage of staff
  - Too much time on Standby
  - Poor quality of life
  - Vacation relief is often not provided
  - Monetary compensation for being on call on other territories
  - \*\*Drug and Alcohol policy for employee on standby
  - The P.N.M.S System
  - How does drug and alcohol policy relate to the way we relieve employee on Standby
  - Who decides who is going to be on Standby and who is responsible for updating this information
  - What information do we need to be recorded in the System with regards to availability for Standby
  - Who approves these decisions and how are they approved
  - Standby arrangement are not standard across the System
  - Workloads too heavy when required to cover adjacent territories
  - Definition of adjacent territories
  - Additional duties and equipment created work overloads
  - Lack of qualified employees to fill vacant positions
  - Existing workforce ageing and no relief
- \*\* Due to the complexity of the problems related to the Dug and Alcohol policy, this matter will be dealt separately.

Both parties want to find durable solutions to the above concerns/problems. Therefore, an in-dept root-cause analysis should be undertaken. With this in mind it is suggested that two committees be created . The first committee, a working committee, should be created within 90 days after ratification of the contract. This committee's mandate would be to further study the above concerns/problems and where possible, formulate solutions. This working committee should be comprised of 2 supervisors appointed by the Company and 2 employees appointed by the Brotherhood.

The working committee will report its findings to the second committee to be known as the Standby Review Committee (SRC) comprised of three Company officers one of which will be the Assistant Chief Engineer, Signals and Communications or his delegate and three Union officers one of which will be the Senior General Chairman, International Brotherhood of Electrical Workers, System Council #11 or his delegate.

It is also recommended that members of the working committee will not suffer any loss of basic wages.

The role and power of the SRC should be three fold:

1. Deal with the finding and possible solutions of the working committee
2. Monitor the existent practices of application of the Standby under Article 4.7 and
3. Mediate possible dispute arising from the application of Article 4.

It is also recognised that the ultimate authority for mutual agreement under Article 4.7 lies with the Local/District level. As an additional safeguard, it is understood that any practices, present and future, put in place under Article 4.7 are not subject to Arbitration.

Any grievances filed on alleged violations of Article 4, with the exclusion of practices under Article 4.7, should be referred to the SRC prior to Arbitration. Should the SRC be unable to resolve the issue, the matter in dispute may be referred to arbitration for final and binding settlement in accordance with Article 11, section "Final Settlement of Disputes" of Agreement 11.1.

Should you agree with the above would you please so indicate by signing and returning a copy of this letter to the undersigned.

**(sgd.) N. Dionne**  
Manager, Labour relations

**(sgd) J. Platt**  
International Representative IBEW

We agree with the suggested creation of the two Committees and their respective mandates.

**(sgd) D.W. Coughlin**  
For R.J. Dixon  
Assistant Vice-President  
Labour Relations &  
Employment Legislation

**(sgd) A.G. Cunningham**  
Senior System General Chairman  
International Brotherhood of Electrical  
Workers System Council #11

## APPENDIX EE



Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

June 22, 1999

O/F: 8200-97-5

Mr. A.G. Cunningham  
Senior System General Chairman  
International Brotherhood of Electrical Workers  
System Council No. 11  
1255 University Street  
Suite 512  
Montréal Québec  
H3B 3V8

Mr. Cunningham:

During the meetings held in Edmonton, Winnipeg and Toronto on the subject of Standby, some concerns were raised by our employees of the Signals and Communications Department and members of your organization concerning the Company Policy to prevent workplace Alcohol and Drug problems to Employees On-Call, particularly paragraph iv) entitled Employees On-Call of the Policy Standards. This paragraph reads as follows:

iv) Employees On-Call

It is the employee's responsibility to remain fit for duty when on call.  
*For the purposes of this policy, unionized employees receiving compensation for being on call are considered on duty.*

If an employee holding a risk-sensitive position is not on call and unexpected circumstances arise (e.g. an emergency situation) when he/she is requested to perform unscheduled services while under the influence of alcohol, drugs, or medications, it is the responsibility of that employee to refuse the request and ask that the call to work be delegated to another employee. The inability of an employee in this situation to accept a work assignment will not result in corrective action.  
(Emphasis added)

We believe the concerns expressed by our employees could be addressed by the following clarifications:

Clarification of Page 21 paragraph (iv) entitled Employees on-Call

For clarity, provided a member of the IBEW complies with Article 4.7 of Collective Agreement 11.1 dated May 3, 1995 and he/she makes arrangements, in advance, acceptable to the Supervisor, for another employee to cover his or her territory, and thus removes him or herself from duty, then they are not considered on duty for the purposes of the policy.

Similarly, employees in the situation described in Article 4.6 of the agreement should keep in mind that even though they are not subject to call on their rest day, they will be called on occasion and if available "may" accept such call. The language of Article 4.6 is clear and unambiguous, the responsibility to accept or to refuse the call lies entirely with the employee.

To this point the second paragraph of Section (iv) - Employees On-Call states:

If an employee holding a risk-sensitive position is not on call and unexpected circumstances arise (e.g. an emergency situation) when he/she is requested to perform unscheduled services while under the influence of alcohol, drugs, or medications, *it is the responsibility of that employee to refuse the request and ask that the call to work be delegated to another employee.* The inability of an employee in this situation to accept a work assignment will not result in corrective action. (Emphasis added)

It is therefore strongly recommended that, for safety reasons, employees in situation covered by Article 4.6 who for social or medical reasons may be under the influence in accordance with the Policy, while on their rest days, should advise in advance their supervisor that they will not be available for calls during rest days.

I trust this letter will clarify the situation for all concerned.

Yours truly,

**(Sgd) Richard J. Dixon**  
Assistant Vice-President  
Labour Relations and  
Employment Legislation

**APPENDIX FF**



Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines

Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

Montreal, Quebec, March 13, 1998

Mr. A. G. Cunningham  
Senior System General Chairman  
International Brotherhood of Electrical  
Workers, System Council # 11  
1255 University St., Suite 512  
Montreal, Quebec H3B 3V8

Dear Mr. Cunningham:

This is in reference to our discussions concerning the Company's proposals on contracting out of certain work during negotiations which culminated in the Memorandum of Agreement dated March 13, 1998.

As you will recall, the Union stated it had serious reservations providing the Company with a "carte-blanche" right to contract out certain work. On the other hand, the Company in order to remain competitive, needed relief in certain areas. The Union indicated it was prepared to address those situations where it is obvious the Company is at a competitive disadvantage.

Accordingly when it can be determined that the Company is at a competitive disadvantage, the Company will advise the Union in writing. The parties will meet within 15 days to discuss the matter and deal with and address the competitive issue(s) on an individual basis. Resolution will be reached within 30 days of the Company's notice to the Union.

If the above accurately reflects the content of our discussion please so indicate by signing in the space provided below.

Yours truly,

I agree:

**(sgd) D.W. Coughlin**

for: Assistant Vice-President  
Labour Relations and  
Employment Legislation

**(sgd.) A.G. Cunningham**

A.G. Cunningham  
Senior System General Chairman