

AGREEMENT 11.6

Between

THE TORONTO TERMINALS RAILWAY COMPANY

And

International Brotherhood of Electrical Workers System Council #11

Covering

Rates of pay and rules Governing the Service of Signal Coordinator, Signal Technicians, Signal Test men, Leading Signal Maintainers, Leading Signal Mechanics, Signal Maintainers, Signal Mechanics, Assistant Signal Maintainers and Signal Helpers.

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## ARTICLE 1

### Scope

- 1.1 By Signal Coordinator, Senior Signal Technicians, Signal Technicians, Signal Test men, Leading Signal Maintainers, Leading Signals Mechanics, Signal Maintainers, Signal Mechanics, Assistant Signal Maintainers and Signal 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

### Classifications

#### 2.1 Signal Coordinator

An employee assigned to supervise, instruct, lead, guide and direct the work of employees engaged in the maintenance or construction of signal apparatus, and to instruct such employees in the proper performance of the work.

#### 2.2 Senior Signal Technician

A Signal Technician who in addition to his regular duties is required to lead, guide and/or direct other Technician(s).

#### 2.3 Signal Technician

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

#### 2.4 Leading Signal Maintainer, Leading Signal Mechanic or Signal Test man

A Signal Maintainer or Signal Mechanic regularly supervising and/or working with other Signal Maintainers, Signal Mechanics or Signal Test men.

#### 2.5 Signal Maintainer or Signal Mechanic

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 Signal Department.

#### 2.6 Assistant Signal Maintainer

An employee in training for the position of Signal Maintainer and under the direction of the Signal Maintainer, performing the work generally recognized as Signal Maintainer's work.

## 2.7 Signal Helper

An employee assigned to assist other Signal employees specified herein. A signal helper when working alone, or two or more signal helpers working together may perform such work as cleaning and oiling interlocking plants, bonding tracks, renewing primary batteries, excavating and handling material, but shall not be required to do work recognized as distinctively Signal Maintainers' or Signal Mechanics' work.

## ARTICLE 3

### Rates of Pay and Shift Differential

3(a) Signal and Communications Rate Table is contained as Appendix K.

3(b) Shift Differentials

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of seventy-five cents (\$.75) per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of one dollar (\$1.00) per hour. Overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

NOTE: Article 3 of Agreement 11.6 governing Shift Differentials, will be adjusted annually effective January 1<sup>st</sup> each year, to reflect the rates applicable to those of the Collective Agreement governing Signals and Communications workers on CN.

## ARTICLE 4

### Standby Allowance

4.1 In view of the intermittent character of the work of certain Signal; Coordinators, Technicians, Leading Maintainers, Leading Mechanics, Maintainers, Mechanics, they may be paid in addition to their regular earnings for time actually worked, a stand-by allowance of 7 straight time hours per week at the applicable hourly rate of the job they occupy. The provisions of this Articles, will apply to employees eligible to receive standby allowance. The number of employees eligible to receive standby allowance will be determined by the Company and may be adjusted at the option of the Company. Any increase in the number of employees eligible to receive the standby allowance will be done in accordance with Article 9 of Agreement 11.6.

4.2 Employees subject to call under the terms of this Article 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 to a call rotation protecting seven (7) days in a pay period. The employee assignment and call rotation to protect standby will be subject to change to meet operational needs. The terms and provisions governing the employee assignment and call rotation will be as locally arranged.

4.4 Employees will protect calls on call days and outside of regular hours as assigned. They will be available for calls unless they make suitable arrangements with the Signal Supervisor for call

protection without involving additional expense to the Company and provide suitable notification to the calling bureau.

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

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

- 4.6** Only those employees assigned to report for duty on a General Holiday as per Appendix "C" of Collective Agreement 11.6 will be required to protect the standby coverage on that General Holiday.
- 4.7** Payment applicable to the General Holiday will be governed by Article 15. Payment involving standby and a General Holiday will be subject to the following understanding:
- a) An employee working on the General Holiday and subject to call will receive General Holiday payment as per Article 15 including payment at punitive rates for all time worked and will in addition receive eight (8) hours at straight time rates for being on call.
  - b) An employee working on the General Holiday but not subject to call will receive only the General Holiday payment provided under Article 15.
  - c) An employee subject to call but not working on a General Holiday will receive General Holiday payment as per Article 15 and eight (8) hours at straight time rates for being on call.

NOTE: The broken time outlined in Article 4.9 is not affected by the application of Article 4.8.

- 4.8** Employees who do not qualify for general holiday pay in accordance with Article 15.3 may be subject to the provisions of Articles 4.6 to 4.7 inclusive, except that they will not receive payment for the General Holiday.
- 4.9** Effective January 1, 2006, broken time for employees compensated on the basis of this Article 4 shall be based on 47 straight time hours per week.

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

- a) In the event an employee is off duty without pay, he shall have deducted point five (.5) straight time hours in addition to his regular wages for each missed tour of duty.
- b) In the event that an employee is off duty without pay on a call day, that employee shall have deducted three (3) straight time hours in addition to his regular wages for each missed tour of duty.

NOTE: When an employee who will be absent from duty provides notification and standby calls can be protected, or arrangements have been made to protect from within the call rotation at no additional cost to the Company, Clause (a) will apply. When an employee fails to report the absence in a timely manner to the Company Clause (b) will apply.

## ARTICLE 5

### Hours of Service and Meal Period

- 5.1 A work week may consist of forty (40) hours consisting of five (5) days of eight (8) hours each with two (2) consecutive rest days; or such alternative work cycles as assignments with four ten (10) hour work shifts with three (3) rest days in each seven (7).  
Except as otherwise provided herein, eight and/or ten 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. Where the starting time of a regular assignment is changed in excess of four hours, the employee initially affected may elect to exercise his seniority within the 36 hour "notification period" will signify his acceptance of the change in starting time and the employee will forfeit his right to exercise seniority under these circumstances. Vacancies occurring as a result of this article will be bulletined pursuant to Article 9.9. However, if such vacancies do occur, the incumbent on the affected position may, at the discretion of the Company, be required to remain on the position until an appointment is made pursuant to Articles 9.9 and 9.20.
- 5.3 Except as may be otherwise arranged locally, the meal period shall not be less than thirty (30) minutes, or more than one hour. The meal period shall be exclusive of the time required to travel to and from meal location.
- 5.4 Where employees are working on an eight (8) and/or ten (10) 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.
- 5.6 If the meal 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.

## ARTICLE 6

### Overtime and Calls

- 6.1 Except as otherwise provided, time worked in excess of the regularly assigned eight or ten 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.

- 6.3 Employees will not be required to suspend work in regular hours to equalize overtime. Calling procedures governing planned overtime to be locally arranged.
- 6.4 All overtime earned shall be shown as a separate item on the pay cheques of employees.
- 6.5 Prior to calling the employee on the call list an employee already on the premises may be required to remain on duty after regular working hours to accommodate operational requirements. Such employee will not be held for more than three (3) hours unless necessitated by extenuating circumstances, however under circumstances where it is anticipated that the work will exceed three hours the employee on call will be notified.

## ARTICLE 7

### Rest Days

- 7.1 Unless otherwise provided, a workweek of forty (40) hours consisting of five (5) days of eight (8) hours and/or four (4) days of ten (10) hours will be established.
- 7.2 Except as otherwise provided, 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 Clause 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 and/or Designate.
- 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 Clauses 7.6, 7.7 and 7.8.
  - (b) Possible use of rest days other than Saturday, Sunday and Monday, where these may be required under this Agreement, to be explored by the parties.



- (c) Accumulation of rest days under Clause 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 and/or four days' work and three consecutive rest days (subject to Clause 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 the 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 and/or Designate 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 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 Clause 7.4.
- 7.10 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of regularly assigned hours 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 hours 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.

## ARTICLE 8

### Service Away From Headquarters

- 8.1 Expenses shall not be allowed for noonday lunch where employees leave and return to home station daily except as provided in clause 8.2 below. Expenses will be allowed for any additional meal, which they necessarily incur.
- 8.2 An employee
- (a) who leaves and returns to his home station in the same day, and
  - (b) who, due to the requirements of his job, is unable to be at his home station for his noonday lunch and
  - (c) who is not provided with a noonday lunch by the Company, shall be reimbursed for actual reasonable expenses incurred for the noonday lunch. The parties will establish the maximum amount to be considered as actual reasonable expenses.

It is further agreed that in the application of Article 8.2, the maximum amount payable for the noonday meal is established at \$9.50. This maximum amount is subject to review by either party if conditions warrant upon 30 days' notice by either party.

## ARTICLE 9

### Promotion and Seniority

For the purpose of seniority employees shall be grouped as shown below:

- Signal Coordinator
- Signal Technicians
- Leading Signal Maintainers, Leading Signal Mechanics, Signal Test men
- Signal Maintainers and Signal Mechanics
- Assistant Signal Maintainers
- Signal Helpers

**NOTE:** Effective January 1, 2006 employees in the Signal Helper classification MAY apply for positions in the Signal Assistant classification, however as of January 1, 2006 Signal Helpers are employed outside the line of promotion and are not obligated to seek promotion.

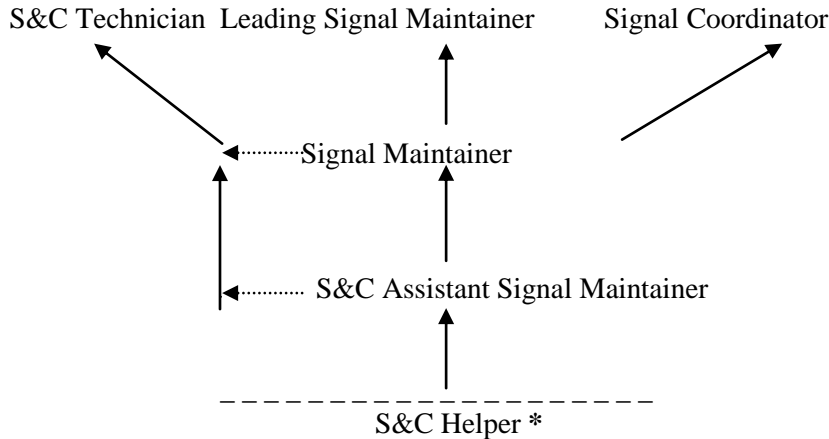
9.1 (a) For the purpose of promotion to Leading Signal Maintainer employees shall be grouped as shown below:

- Leading Signal Maintainers, Leading Signal Mechanics, Signal Test men
- Signal Maintainers and Signal Mechanics
- Assistant Signal Maintainers

9.1 (b) For the purpose of promotion to Signal Technician employees shall be grouped as shown below:

- Signal Technician
- Signal Maintainers and Signal Mechanics
- Assistant Signal Maintainers

The following classification line of promotion is on the basis that the senior of the highest rated qualified applicants will be awarded bulletined vacancies.



9.2 A complete seniority list of all employees covered by this Agreement will be posted at each work location and shall be open for inspection of all employees. A copy of this list shall be updated semi-annually as at 30 June and 31 December in each year and that the amended seniority list for each seniority unit will be delivered to the System General Chairman and/or Designate within 15 days. A seniority date not protested in writing to the Director-Operations with a copy to the System General Chairman within 60 days from its first posting on the list, will be considered permanently established, except that an employee who is laid-off or on leave of absence at the first time the seniority list is posted will have 60 days from date of return in service. Typographical errors on subsequent rosters may be corrected at any time.

9.3 A new employee shall not be regarded as Permanently employed until he has accumulated one hundred and twenty-five (125) working days' service under this Agreement in the preceding twelve (12) months, and, if retained shall be accorded seniority as helper from the date first employed in a position covered by this Agreement.

9.4 Employees who have not accumulated one hundred and twenty-five (125) working days' service will be laid off in reverse order of their employment and recalled to service in the order of their original employment when their services have been satisfactory. Such employees shall be allowed to file applications for advertised positions.

9.5 When two or more individuals are employed on the same date in the same seniority group, the individual with prior railway service will rank senior to new employees, otherwise their seniority standing shall be determined by the hour they start work. All things being equal they shall be placed on the seniority list in alphabetical order of their surnames.

- 9.6 Promotions shall be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail; the Management to be the judge, subject to appeal as a grievance under Article 10 when the senior applicant is not awarded the position.
- 9.7 Employees will be promoted in the respective groups specified in Clause 9.1. Permanent new positions or vacancies and temporary positions or vacancies which it is known will exist for sixty (60) calendar days or more, will be bulletined for a period of seven (7) calendar days. Bulletins will be posted at the headquarters of the employees concerned. Applications must reach the office of the issuing officer not later than seven (7) calendar days from the date of bulletin.
- 9.8 A new position or vacancy expected to be in existence in excess of sixty (60) 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 physical disability of the regular incumbent.
- If a temporary vacancy exists due to the physical disability of the permanent incumbent for a period of one year, the System General Chairman and/or Designate and the proper officer of the Company will meet to discuss the proper course of action that should be taken in each case.
- 9.9 Bulletins will show headquarters, classification, hours of duty, qualifications required whether positions are temporary or permanent, and if temporary the anticipated duration. Appointments will be made by the officer issuing the bulletin before the expiration of twenty-eight (28) calendar days from the date of bulletin. Copies of bulletins will be furnished to the System General Chairman and/or Designate.
- 9.10 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.
- 9.11 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. 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.
- 9.12 Notwithstanding anything contrary in this Agreement, effective January 1, 2006 and every two (2) years thereafter, employees will have a choice of permanent positions in the same classification and in order of their seniority. Such choice of positions is to be effective at the start of the first pay period following the selection of positions. Such exercise of seniority will not result in overtime payments.
- 9.13 Not less than four (4) working days' advance notice will be given when regular 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.
- 9.14 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.

- 9.15 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/or Designate and the proper officer. Employees failing to report for duty within fourteen (14) days from date of notification by registered mail shall be considered as having declined recall. Unless such employees supply satisfactory reason for not accepting recall within thirty (30) days from date of notification, their names shall be dropped from the seniority list. If such satisfactory reason is supplied within the thirty (30) days, the employee will be eligible to take the next vacancy but will not have the right to displace the employee who accepted recall.
- 9.16 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 sixty (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 three (3) days of receipt of notification to resume duty.
- 9.17 An employee will be permitted to fill a temporary vacancy or a temporary position in his own or a higher group 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. However, if such employee is released from a bulletined temporary vacancy or temporary position, he may displace a junior employee on another bulletined temporary vacancy or temporary position before returning to his regular position. When such employee is the successful applicant for a bulletined permanent position, he may take the permanent position or complete the temporary assignment.
- 9.18 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.

An employee who is promoted on or after January 1, 1979 to a permanent non-schedule official or excluded 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 this two-year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his promotion.

An employee, after having been released from an official or excepted position, must exercise his seniority in accordance with (a) and (b) below. Failure to so exercise his seniority within thirty (30) days of his release shall result in forfeiture of seniority.

- (a) An employee who voluntarily reverts to schedule ranks must either bid on a vacancy or exercise his seniority to displace the junior employee in the highest classification to which his seniority and qualifications entitle him to work.

- (b) An employee who is released from an official or excepted position because of staff reduction or demotion must either bid on a vacant position or displace a junior employee in the highest classification to which his seniority and qualifications entitle him to work.
- (c) An employee required to fill an official or excepted position on a temporary basis for a period not exceeding one year, 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 also exercise his displacement rights.

9.19 An employee returning to work following personal illness, injury, vacation, or leave of absence for other than education purposes shall return to his former position unless such position has been bulletined as permanent in accordance with Clause 9.8, 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 to work. 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 employees 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/or Designate and the appropriate officer of the Company before leave of absence is granted.

9.20 Except as otherwise provided in Clause 9.17, 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.

The above time limits may be extended by mutual agreement between the employee, the System General Chairman and/or Designate and the appropriate Officers of the Company.

9.21 Special Rules for Signal Technician

- (a) Because of the special nature of the Signal Technician position, employees who bid on bulletined Signal Technician positions and who have not successfully completed the Signal Department electronics course will be required to pass an electronics qualification test to become qualified applicants.
- (b) It is acknowledged that advances in technology may require updating of the qualification test and that it may be necessary for those employees who had previously passed the qualification test but who had not worked as Signal Technician to re-qualify.
- (c) If no applications are received from qualified employees holding Signal Technician seniority, bulletins for Signal Technician position will be awarded to qualified applicants based on the following seniority:

First: Signal Maintainer  
Second: Assistant Signal Maintainer

- (d) An employee awarded a position of Signal Technician will be allowed a minimum of 90 calendar days to demonstrate his ability to perform the work. The Company will have a minimum of 180 calendar days to evaluate his ability to perform the work. During this period of time, his former position will be bulletined on a temporary basis. If he fails to meet the requirements of the position, he shall be returned to his former position.
- (e) An employee awarded a position as Signal Technician 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 seniority due to his having bid to the position of Technician directly from the Assistant Signal Maintainer classification will be accorded Maintainer seniority at the time an Assistant Signal Maintainer who is junior to the Technician acquires Maintainer seniority.
- A Technician who does not have Leading Maintainer seniority due to his having bid to a position of Technician directly from the Assistant Signal Maintainer classification will be accorded Leading Maintainer seniority at the time a Maintainer who is junior in seniority to him acquires Leading Maintainer seniority.
- (f) In the event no applications for bulletined Signal Technicians positions re received from employees who have completed the Signal Department electronics course or all other applicants fail the qualification test, the Company will have the following options:
1. To hire a Signal Technician from outside the Signal Department or outside the Company. An employee hires as Signal Technician shall be accorded seniority as Signal Technician effective as of the date he commences work as such and shall be accorded a corresponding date as Assistant Signal Maintainer subject to all provisions of Agreement 11.6.
  2. To appoint the most qualified candidate from those who attempted the qualification test. Employees as appointed must successfully complete the Signal Department electronics course. Should such employee fail to complete the electronics course, he must elect to return to his former position or bid a vacancy. The most qualified candidate referred to above may decline appointment to Signal Technician, in which event the position may be offered to one of the other applicants.
- (g) An employee appointed as Signal Technician under the terms of (f) 1 or (f) 2 may use his Signal Technician seniority to bid on subsequent bulletined Signal Technician positions, except the Company shall have the right to decline such application from an employee who has not completed the electronics course or from an employee who does not have adequate railway or signal experience to properly perform the duties at the advertised location.
- (h) The Company reserves the right to employ non-schedule specialists. Before exercising the right the Company is prepared to meet with the System General Chairman and/or Designate of he Union to explain the specialist nature of the proposed position.
- (i) Signal Technicians shall be given all seniority rights presently provided under Clause 9.11. However, the provisions of Clause 9.21(e) shall apply.

- 9.22 An S&C Senior Technician position will be established where the Company requires an S&C Technician, in addition to his duties, to lead, guide and/or direct other S&C Technician(s) or assume minor supervisory responsibilities.
- (a) A notice advertising a vacancy in the classification of S&C Senior Technician will be posted for a period of five (5) working days. An employee who submits an application for such position will be required to state his qualifications.
  - (b) In awarding S&C Senior Technician positions, the employee's abilities to lead, guide and/or direct will be the governing factors. Where employee's abilities are equal, the employee with the greatest seniority in the S&C Technician classification will govern. The Company will be the judge of an employee's abilities subject to appeal when the senior applicant is not awarded the position.
- 9.23 It is understood that at control centres, shops, or at other locations where two or more S&C Technicians work, one or more of such employees may be required to be designated by the Company as S&C Senior Technician(s).
- 9.24 Notwithstanding Articles 9.22 and 9.23, the Company may temporarily designate an employee to fill the position of S&C Senior Technician at a control centre, shop or other locations. This, of course, will not be taken to recognize that such employee meets the qualification requirements outlined in Article 9.22 above when future vacancies in the S&C Senior Technician classification are required to be filled. S&C Technicians will have the right to refuse to fill a temporary position of S&C Senior Technician provided that another employee is available to fill such positions at that particular location.
- 9.25 Employees shall not establish seniority in the classification of S&C Senior Technician. For the purpose of staff reduction an employee's seniority in the S&C Technician classification will govern.
- 9.26 Special Rules for Signal Coordinators
- Positions in the classification of Signal Coordinator may be created to meet operational requirements as determined by the Company. Signal Coordinator applicants must have the ability to supervise, instruct, lead, guide and direct other Signal employees.
- (a) A regular bulletin will be issued advertising the position of Signal 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 and/or designate.
  - (b) In awarding a Signal Coordinator position, the employee's abilities to supervise, instruct, lead, guide and direct other Signal employees will be the governing factors. Where the employee's abilities are sufficient, the employee with the greatest seniority in the Signal Maintainer classification 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 in the classification of Signal Coordinator. During this



period of time, the employees' former positions will be bulletined on a temporary basis. If an employee fails to meet the requirements of the position, they will be returned to their permanent position.

- (d) Employees awarded positions of Signal Coordinator shall not be subject to displacement, except in the case of a staff reduction in the classification of Signal Coordinator. In such instances, the Company will remain the judge of the employee's abilities and qualifications.
- 9.27 Notwithstanding the provisions of Article 9.26, the Company may temporarily, for a period of less than three (3) months, designate an employee to fill the position of Signal Coordinator. This of course will not be taken to recognize that such employee meets the qualification requirements outlined in Article 9.26 when future vacancies in the Signal Coordinator classification are required to be filled.
- 9.28 In the event an employee working as a Signal Coordinator has not established seniority in a lower classification at the time a junior employee is accorded such seniority, the employee working as Signal Coordinator will be placed on the seniority list immediately ahead of the junior employee.

## Article 10

### Discipline and Grievance

#### Discipline

- 10.1 An employee having six months or more seniority will not be disciplined or discharged until he has had a fair and impartial investigation. Investigations will be held as quickly as possible.
- 10.2 An employee may be held out of service for investigation for a period not exceeding three (3) working days. He will be given at least one (1) 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 of investigation occurs may hold an immediate investigation.
- 10.3 An employee may, if he so desires, have the assistance of a fellow employee and/or accredited representative of the Union at the investigation. The employee or his Union Representative shall be given a copy of the employee's statement and on request copies of all evidence taken at the investigation.
- 10.4 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 early as possible but not later than twenty-eight (28) calendar days from the date the statement is taken from the employee being investigated.
- 10.5 If the decision is considered unjust, an appeal may be made in writing within twenty-eight (28) calendar days in accordance with the grievance procedure under Clause 10.8. Such appeal shall set forth the grounds upon which it is made. On request, the Senior System General Chairman and/or Designate shall be shown all evidence of record in the case.

- 10.6 Should an employee be exonerated, he shall be paid at schedule rates for time lost, if any, one (1) day for each twenty-four (24) hours, less any amount earned in other employment. If away from home he shall, on production of receipts, will be reimbursed for reasonable expenses incurred in connection with the investigation.
- 10.7 When discipline is recorded against an employee he will be advised.
- 10.8 An appeal by an employee that he has been unjustly disciplined may be submitted at Step 2 of the Grievance Procedure within twenty-eight (28) calendar days from the date the employee is advised of the discipline assessed against him.

#### Grievance Procedure

- 10.9 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:

##### Step 1

Within 28 calendar days from the cause of the grievance the employee or the Local Representative may present the grievance in writing to his supervisor, 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 28 calendar days of receiving a decision at Step 1, the Local Representative may appeal in writing to the Director-Operations. The appeal shall include a written statement of the grievance and where it concerns the interpretation of alleged violation of this Agreement the statement shall identify the specific provisions involved. A decision will be rendered within 28 calendar days of receipt of appeal.

##### Step 3

Within 28 calendar days of receiving a decision at Step 2, the Senior System General Chairman may appeal in writing to the Joint Managers of the Toronto Terminals Railway. 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 28 calendar days of receipt of appeal.

- 10.10 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 at Step 1 of the Grievance Procedure.
- 10.11 When a grievance not based on a claim for unpaid wages is not progressed by the union 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.
- 10.12 When a grievance based on a claim for unpaid wages is not progressed by the union 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.

#### Final Settlement of Disputes

- 10.13 A grievance based on a claim for unpaid wages is not progressed by the union 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.
- 10.14 The party requesting arbitration must so 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.
- 10.15 Within forty-five (45) calendar days of date of receipt for arbitration the parties shall endeavour 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.
- 10.16 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.
- 10.17 The hearing shall be held by the Arbitrator in Toronto in the office of the Company unless otherwise mutually arranged, or unless the Arbitrator deems it advisable because of special circumstances to hold the hearing elsewhere.
- 10.18 At the hearing before the Arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses as it deems necessary.
- 10.19 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.
- 10.20 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.
- 10.21 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.
- 10.22 The time limits as provided herein may be extended by mutual agreement between the parties.

## Article 11

### Leave of Absence and Free Transportation

#### Leave of Absence

##### 11.1 FOR UNION POSITIONS:

- (a) Employees elected as Senior System General Chairman and/or Designate, Local Representative, or as a delegate 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 Joint Managers. Pass transportation will be granted in accordance with Company policy.
- (b) Appointive – Leave of absence to appointive Union positions such a 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.

##### 11.2 FOR OTHER REASONS:

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

- 11.3 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.
- 11.4 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 of if authorization is not granted, to enable the employee to return to work at 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.
- 11.5 Employees on authorized leave of absence shall be continued on the seniority list.

## ARTICLE 12

### Mileage Allowance

- 12.1 Where an automobile mileage allowance is paid such allowance will be 30 cents per kilometer.

## ARTICLE 13

### Relief Work and Preservation of Rates

- 13.1 Employees temporarily assigned to higher rated position for a period of one (1) day or over will receive the higher rate to which their experience entitles them while occupying such positions.

13.2 Employees temporarily relieving in lower rate positions will not have their rates reduced.

ARTICLE 14

Vacations

The definitions set out below apply to the attached Vacation Entitlement Table:

1. **"Days of CCS for One Day of Paid Vacation"** means days of cumulative compensated service, or the major portion thereof, accumulated in the previous calendar year, which is required for one day of paid vacation. Employees will accumulate a day of cumulative compensated service for each day that they are paid wages. On assignments scheduled to work less than five days in the work week (for example, a work week consisting of four 10 hour shifts), each work week for which 40 hours are paid will be counted as five days of cumulative compensated service.
  
2. **"Maximum Number Of Weeks Vacation"** means the maximum number of weeks of vacation entitlement during the current calendar year based on a work week of 40 hours. Thus, a week of vacation shall consist of the employee's scheduled work days and rest days or, on assignments not having assigned rest days, a week of vacation shall consist of a calendar week (one week equals forty (40) hours of vacation quota).
  
3. **"Vacation Pay Factor"** means the specified percentage of the previous calendar years' earnings which will constitute vacation pay. Employees may elect to take vacation payment on the basis of days of entitlement or the percentage applicable to their entitlement category. The election of payment must be made at the time that annual vacation selections are submitted.

**VACATION ENTITLEMENT TABLE**

VACATION QUALIFICATIONS CRITERIA		VACATION ENTITLEMENT		
Minimum Number of Years Continuous Employment Relationship at January 1 <sup>st</sup> of the Current Year	Minimum Number of Days (CCS) by Next Service Anniversary Date	Days of CCS for One Day of Paid Vacation	Maximum Number of Weeks Vacation	Vacation Pay Factor
Less than 3	—	25	2 or 80 hours	4 %
3	1,000	16 2/3	3 or 120 hours	6 %
9	2,500	12 1/2	4 Or 160 hours	8 %
19	5,000	10	5 or 200 hours	10 %
28	7,250	8 1/3	6 or 240 hours	12 %

NOTE: Calculation and administration of vacation entitlement may be converted to hours to accommodate alternative work cycles such as four ten (10) hour work days.

- 14.1 Days worked in any position covered by similar Vacation Agreements will be accumulated for the purpose of qualifying for vacation with pay.
- 14.2 The Company will have the option of:
  - (1) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
  - (2) Splitting the vacation of the basis of five weeks and one week.
- 14.3 A year's service is defined as 250 days (2000 hours) of cumulative compensated service.
- 14.4 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.
- 14.5 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.
- 14.6 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 day's 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 Clause 14.12 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

- 14.7 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.
- 14.8 Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 150 days in any calendar year, shall be included in the computation of service in that year for vacation purpose.

- 14.9 An employee will be compensated for vacation at the rate of pay he would have earned had he been working during the vacation period or as per table contained in Article 14.1.
- 14.10 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 by the Vacation Table contained in Article 14 and, if not granted, shall be allowed pay in lieu thereof.
- 14.11 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.
- 14.12 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 Clause 14.1.
- 14.13 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.
- 14.14 Application for vacations, filed during December of the previous year shall in so far as it is practicable to do so be given preference in order of seniority of the applicants. Applicants must declare their selection within three days. Final allocation will be advised by February 1 each year and unless otherwise mutually agreed, employees must take their vacation at the time allotted.
- 14.15 Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1<sup>st</sup> shall be required to take their vacation at a time to be prescribed by the Company.
- 14.16 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 be definitely assigned to fulfill the duties and responsibilities of a higher-rated position, be paid the schedule rate applicable to such position.

## ARTICLE 15

### General Holidays

15.1 An employee who qualified in accordance with Clause 15.3 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.

New Year's Day	Labour Day
The day after that on which	Thanksgiving Day
New Years day is observed	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	
Civic Holiday (the first Monday in August)	

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.

15.2 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 therefore in the province of 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.

15.3 In order to qualify for any one of the holidays specified in Clause 15.1, 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 or, or who subsequently qualified 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 service 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, absence from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorization maternity leave will be included in determining the 12 shifts or tours of duty referred to in the Clause (c).



- 15.4 A qualified employee whose vacation period coincides with any of the general holidays specified in Clause 15.1, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.
- 15.5 An assigned employee qualified under Clause 15.3 and who is not required to work on a general holiday shall be paid at the straight time rate for the normal hours of his regular assignment.
- 15.6 An employee who is required to work in a general holiday shall be paid, in addition to the pay provided in Clause 15.5, at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on the holiday with a minimum of three hours of 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.
- 15.7 Shifts or tours of duty commencing between 2400 hours on the eve of the general holiday and 2359 hours of the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

## ARTICLE 16

### Bereavement Leave

- 16.1 Upon the death of an employee's spouse, child or parent, the employee shall be entitled to five working day's bereavement leave without loss of pay provided he has not less than three months' cumulative compensated service.

Upon the death of an employee's grandparent, grandchild, brother, sister, step-parent, father-in-law, mother-in-law, step-brother or step-sister, the employee shall be entitled to three working day's bereavement leave without loss of 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 who leave is granted.

Definition of Eligible Spouse:

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

## ARTICLE 17

### Attending Court or Investigation

- 17.1 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 18

### Jury Duty

- 18.1 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 allowance 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 of 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 19

### Life Insurance Upon Retirement

- 19.1 An employee who retires from the service of the Company on or subsequent to March 1, 2006, 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 \$7,000.00 life insurance policy, fully paid up by the Company.

## ARTICLE 20

### Contracting Out

Effective February 3, 1988, 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 of 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 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 manufacturers 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 practicable of its intention to contract 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 General Chairman, or equivalent, 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 General Chairman, or equivalent, request information respecting contracting out which has 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 Step 2 of grievance procedure. 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 21

### Employee Benefit Plan – Life Insurance and Sickness Benefits

Health and Welfare benefits will be provided in accordance with the Supplemental Agreement governing the Non-Operating Employees' Benefit Plan in effect on the Canadian National Railway Company.

## ARTICLE 22

### Dental and Extended Health Care Plan

- 22.1 The dental plan shall be that plan in effect on the Canadian National Railway Company established by the Dental Plan agreement dated 25 July 1986, as revised, amended or superseded by any agreement to which the parties to this collective agreement, are signatories.
- 22.2 Extended Health Care benefits will be provided in accordance with the Extended Health Care Plan governing the Non-Operating Employee's in effect on the Canadian National Railway Company.

## ARTICLE 23

### Injury on Duty

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 rate 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 and payment for their full shift.

## ARTICLE 24

### Paid Maternity Leave Plan

Paid Maternity Leave will be provided in accordance with the Paid Maternity Leave Plan governing the Non-Operating employee's in effect on the Canadian National Railway Company.

## ARTICLE 25

### Employment Security and Income Maintenance Plan

The provisions of the Employment Security and Income Maintenance Plan governing Technological, Operational and Organizational Changes dated 13 March 1998, as revised, amended or superseded by any agreement to which the parties of this Collective Agreement are signatories, will apply to employees in positions covered by this Agreement.

## ARTICLE 26

### Negotiations During the Term of Agreement

The signatory parties to this Memorandum of Agreement confirms 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 27

Printing of Agreement

The Company signatory hereto will undertake the responsibility for the printing of the 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 28

Termination Clause

This Agreement covering rates and rules supersedes all rates and rules previously in effect, and shall remain in effect until December 31, 2011 and thereafter subject to 120 days notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 2010.

Signed at Toronto, Ontario, this 12<sup>th</sup> day of December, 2007.

FOR THE TORONTO TERMINAL  
RAILWAY COMPANY

FOR THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

Dirk R. Veenis  
For: Joint Managers

Luc Couture  
Senior System General Chairman

Sam L. Spares  
Director of Operations

Chris Melos  
Local Representative

## APPENDIX “A”

### UNION DUES AGREEMENT DEDUCTION OF DUES

The Company shall deduct on the payroll for the pay period which contains the 24<sup>th</sup> day of the month from wages due and payable to each employee coming within the scope of this Agreement an amount equivalent to the uniform monthly union dues, subject to the conditions and exceptions set forth hereunder:

1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Organization and shall not include initiation fees or special assessments. The amount to be deducted shall not be changes during the term of this Agreement excepting to conform with a change in the amount of the regular dues of the Organization in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Organization of the amount of regular monthly dues.
2. Employees filling positions of a supervisory or confidential nature not subject to all of the rules of this Agreement shall be excepted from dues deductions.
3. Membership in the Organization shall be available to any employee under the constitution of the Organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
4. Deduction for new employees shall commence on the first pay period which contains the 24<sup>th</sup> day of the month.
5. If the wages of an employee on the payroll which contains the 24<sup>th</sup> day of the month are sufficient to permit the deduction of the full amount of dues, no deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to his 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 with 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 (1) 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 Company, pension deductions and deductions for provident funds shall be made from wages prior to 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 Company to the officer of officers of the Organization, as may be mutually agreed by the Company and the Organization, not later than forty (40) calendar days following the pay period in which the deductions are made.
9. The Company shall not be responsible financially or otherwise, either to the Organization or to any employee, for any failure to make deductions or for making improper and 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 Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittances to the Organization, the Company shall adjust the amount in subsequent remittance. The Company'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 Company by the Organization in recognition of services performed under this Appendix shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) day's notice in writing.
11. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Appendix, all parties shall cooperated fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Organization counsel fees are incurred, these shall be borne by the Organizations. Same as aforesaid, the Organization shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

## APPENDIX "B"

### THE TORONTO TERMINALS RAILWAY COMPANY

Memorandum of Agreement between the Toronto Terminals Railway Company and the Canadian Signal and Communications Union covering the establishment and Administration of the Training Plan for Signal Employees, effective February 1, 1983.

#### IT IS AGREED THAT:

1. Employees taking training under the Training Plan for Signal employees shall for the purpose of this Agreement be designated as compulsory or voluntary trainees.
  - (a) A compulsory trainee shall mean an employee entering Signal Service on or after February 1, 1983, as an Assistant Signal Maintainer or higher.
  - (b) A voluntary trainee shall be understood to mean an employee in the Signal Department taking any training other than described in paragraph (a) above.
2. The training shall consist of two sections hereinafter referred to as "Regular Training" and "Advance Training". Enrollment shall be in accordance with the following:
  - (a) "Regular Training" – All Signal Department employees who are, or become compulsory trainees, will be required to complete Regular Training on a compulsory basis under the conditions provided herein and may be assigned a mentor to facilitate their training and development.
  - (b) "Advanced Training" - Participation will be on a voluntary basis subject to the conditions herein. All Signal employees who are or have been retained in service beyond probationary period shall be eligible for enrollment with exception that they must first complete Regular Training to be eligible.
3. Regular Training contemplates two years or less of on the job training to commence as soon as practicable after entry into the service. During this period of training the trainee may be moved between work locations and shifts in order to receive training related to the total Toronto Terminals Railway plant. Trainees will not be required to change shifts or work locations without receiving 36 hours notice.
4. Advance Training shall provide instruction on selected signal and other technical items which would normally be included in Regular Training.
5. Employees in Signal Maintainer and higher classification will, when required, assist other employees to learn and understand the functioning of signal systems and the various aspects of their jobs.
6. Trainees will be required to take practical and/or written examinations in conjunction with each training period under Regular Training and Advance Training. An employee retained in service beyond the 125-day probationary period who fails an examination will be given a second opportunity to pass the examination prior to commencement of the next training period. Should a trainee fail on the final examination of Regular or Advance Training, he will be given an



opportunity to retake the examination not less than one month or more than four months from the date of the failure.

7. Employees entering the Signal Department on or after February 1, 1983, who have completed the 125-day probationary period and who fail twice on any one examination under Regular training will be removed from the Service.
8. Voluntary trainees who fail twice on any one examination under "Advanced Training" will not be scheduled to attend further classes until such time as they are able to pass the examination on which they failed. They may take the examination as often as they wish providing they do so on their own time, and providing the Company is not put to any expenses or undue inconvenience. Such employees desiring to retake an examination must apply in writing requesting an appointment. The fact that such voluntary trainee fails on any examination will not affect his employee status.
9. Employees taking Regular training on a compulsory basis who fail an examination twice and claim they did not have a proper examination may appeal the decision in writing giving the grounds why they feel the examination was improper, provided this action is taken within 30 days of being notified of the decision. The National President and proper officer of the Company will determine if the examination was proper. Should it be decided that the examination was proper, the decision of the Company will be sustained.
10.
  - (a) Trainees who have successfully completed "Regular Training" must accept promotion to such available positions in seniority order to the level of Signal Maintainer/Mechanic Employees who refuse to accept promotion in accordance with this paragraph will be removed from the service.
  - (b) Assistant Signal Maintainers shall receive the top rate of the position upon successful completion of "Regular Training".
11. An Assistant Signal Maintainer may take promotion to a higher class in order of seniority as Assistant Signal Maintainer prior to the completion of his training if a position is available, and will be paid at the rate of that class and acquire seniority in such class from the date of promotion. An employee so promoted must complete "Regular Training" if the training program. If he fails to meet the requirements of the position within 90 days, he shall be returned to his former position to complete "Regular Training" and shall forfeit seniority in the higher class acquired through this promotion. It is understood that he may be returned to his former position at any time during the 90-day period if it becomes evident that he will not meet the requirements of the position.
12. The Company shall provide each employee taking training with booklets, pamphlets and other material as required to permit him through study to prepare for his examinations.
13. When an examination is passed, the trainee will be furnished with a card or letter advising him that the examination was passed successfully. If a trainee fails to pass an examination, he will be given a letter stating that he failed and pointing out wherein he failed. Examinations and questions will be limited to the material furnished in that lesson and previous lessons, the type of apparatus on which the trainee has received instruction and the type of work on which the trainee has been instructed in the current or previous training periods.

14. When an employee has successfully passed all the examinations, he will receive certification of this fact from the Signal Supervisor.
15. Trainees will receive on-the-job training, attend instruction classes and be given examinations during regular working hours.
16. An employee receiving training at a location away from his home location who leaves and returns to home location daily, will be reimbursed actual reasonable cost of noonday meal, and will be paid travel time at pro rata rates for all time traveling in excess of three hours in any one day.
17. An employee receiving training at an away-from-home location which does not permit him to leave and return to his home location daily, will be reimbursed for actual reasonable expenses at the training location and while traveling to and from such training location. Such employee will be paid travel time at pro rata rates for time traveling outside of their regular hours of duty, except that travel time will not be allowed between the hours of 9 p.m. and 7 a.m. when sleeping accommodation is available.
18. When training schedule permits, employees attending will be provided with free train transportation to their regular place of residence and return on weekends, provided that such employee must be available for his first training assignment following the weekend. If train service does not permit, the Company may, at its discretion, provide free transportation using alternate means of public conveyance. Trainees traveling on weekends to and from their regular place of residence will not be eligible for payment of travel time or overtime, but will be allowed actual reasonable expenses while traveling in lieu of expenses that would have accrued at the training location.
19. The Company and the Union commit to meet annually to review the Signal Training Program to ensure that the program effectively addresses the current technologies and equipment in place on the TTR.

Signed at Toronto, Ontario, this 2<sup>nd</sup> day of December 1983.

FOR THE COMPANY:

FOR THE EMPLOYEES:

G.A. Swanson  
Joint Manager

J.E. Platt  
National President  
Canadian Signal and  
Communications Union

W.A. McLeish  
For: Joint Manager

APPENDIX “C”

MEMORANDUM OF AGREEMENT between the Toronto Terminals Railway Company and the Brotherhood of Railroad Signalmen concerning Signal Maintainers who elect to hold themselves available for work on a General Holiday.

**NOTE (December 2007): Issues should be addressed by Article 4 Standby provisions**

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IT IS HEREBY AGREED THAT in the application of Standby protection under Agreement 11.6 the following will apply:

IT IS HEREBY AGREED THAT in the application of Article 4 of Agreement 11.6 effective from the date of signing this Agreement, the following will apply:

1. Signal Maintainers will, if they so desire, indicate their availability for work on a General Holiday by so notifying the proper officer of the Company.
2. A list of the names of those Maintainers who have indicated their availability for such work on a General Holiday will be maintained by the Company.
3. Those employees whose name appears on the above mentioned list will be called for work on the General Holidays on a rotation basis.
4. It is understood that the employee(s) scheduled to report for duty on a General Holiday are expected to be on call for the balance of the General Holiday. Only those employees who worked on the General Holiday and remain on call for the balance of the General Holiday will be paid an additional 8 straight time hours as contemplated in Article 4.
5. The Toronto Terminals Railway Company reserves the right to determine the number of employees required to work on any of the General Holidays.

This agreement is subject to cancellation upon thirty (30) days notification by either party. The parties agree to meet prior to invoking this cancellation clause. Either party may request to meet to modify this procedure.

Signed at Toronto, Ontario this 10th day of February 2006.

Signed by;

Mr. Dirk R. Veenis  
For: Joint Managers

Signed by;

Mr. Sam L. Spares  
Director Operations TTR

Signed by;

Mr. Luc Couture  
International Representative IBEW  
For: System Council #11

APPENDIX "D"

LETTER OF UNDERSTANDING

Toronto, Ontario  
January 01, 1979

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

Dear Mr. Platt:

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 later 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 assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part of 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 declared that a snow storm emergency exists.

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 of these employees."

Yours truly

FOR THE TORONTO TERMINALS RAILWAY

W.H. Morin  
Joint Manager

L.A. Hill  
Joint Manager

APPENDIX "E"

February 10, 2006

Mr. Luc Couture  
International Representative IBEW  
486 Lafleche Rd.  
Hawkesbury, Ontario K6A 1M9

Dear Mr. Couture,

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, 2005, 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 IBEW Representative will be notified.

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

Yours truly,

Signed by:

Dirk R. Veenis  
for: Kim Madigan  
Vice-President Labour Relations

APPENDIX "F"

16 April 1992

Our File: 8311-79  
8311-80

Mr. Luc Couture  
IBEW International Representative

Dear Mr. Couture:

This has reference to discussions during negotiations with respect to amendments to Agreements 7.08 and 11.6 to provide for an Informal/Formal Discipline System similar to the system presently in effect at the parent Company.

The Company and the Union have recognized that an Informal/Formal Discipline System will effectively lessen the formal aspects attributed to the current investigation procedure, and the development of such a system for the Toronto Terminals Railway will:

- 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

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, 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.

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 deals with the role of the "fellow employee" appearing at investigations. 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. 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 Monitoring Committee.

One foreseeable area of concern with the new system is that some of the proposed changes could encourage the parties to take advantage of certain situations. In this regard, it could be conceived that any loosening of the formal structure where traditional safeguards are removed, as in the proposed informal process, could invite certain supervisors to take advantage of employees who were not stripped of the protection provided by the formal system. This aspect will be carefully monitored to ensure proper application in line with the principles involved.

On the other hand, some members of management could be apprehensive that certain people might misconstrue the introduction of this change as signaling a new laissez-faire approach to discipline and may be 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. To aid in this endeavor, 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.

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

Yours truly,

FOR THE TORONTO

FOR THE INTERNATIONAL



TERMINALS RAILWAY COMPANY:

BROTHERHOOD OF ELECTRICAL  
WORKERS:

Dirk R. Veenis  
For: Joint Managers

Luc Couture  
Senior System General Chairman

Sam L. Spares  
TTR Director of Operations

APPENDIX "G"

TORONTO TERMINALS RAILWAYS COMPANY

Amend Article 10 Discipline to reflect these terms

MEMORANDUM OF AGREEMENT between the Toronto Terminals Railway Company and the International Brotherhood of Electrical Workers providing for certain amendments to Agreement 11.6 with respect to a new Discipline Trial Project which is to apply on the Toronto Terminals Railway.

1. COVERAGE

This Memorandum of Agreement applies to all International Brotherhood of Electrical Worker employees who are covered by Agreement 11.6.

2. DURATION

This Memorandum of Agreement shall be effective 1 June 1992, and shall remain in effect and cover those employees outlined in Item (1). It may, however, be terminated on thirty days' written notice from either party to the other.

3. SUSPENSION OF EXISTING PROVISIONS

While this Memorandum of Agreement is in effect, Articles 10.1 to 10.8 inclusive of Agreement 11.6 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 InterSystem General Chairman and/or Designate.
- (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) When 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 under the terms of Item (b) above.

The following Union Officers will be considered accredited representatives:

- InterSystem General Chairman and/or Designate
- Regional Chairman
- 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) Employees 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 for any loss of scheduled wages. 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 wages for each day lost, 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.

SIGNED AT Toronto, Ontario this 16<sup>th</sup> day of April 1992.

FOR THE TORONTO  
TERMINALS RAILWAY COMPANY:

A.E. Heft  
For: Joint Manager

J. McLean  
For: Joint Manager

FOR THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS:

J.E. Platt  
System General Chairman

J. Hymas  
Regional Chairman

APPENDIX "H"

MEMORANDUM OF AGREEMENT between the Toronto Terminals Railway Company and the International Brotherhood of Electrical Workers.

Amended December 2007 to be current / New letter and reference to EFAP

IT IS AGREED THAT effective 1 June 1992 the Toronto Terminals Railway Company and the International Brotherhood of Electrical Workers will initiate a new approach to deal with the administration of C.R.O.R. Rule "G" in accordance with the following.

1. This Memorandum of Agreement applies to all International Brotherhood of Electrical Workers employees who are covered by Agreement 7.08 and 11.6.
2. Employees suspected of having consumed alcohol and/or using drugs while subject to duty or while on duty will not be dismissed on the first occasion when such incident is reported by a fellow employee or employees.
3. If the incident involves detection of a violation of this nature when an employee is reporting for duty, he or she will be sent home without pay and will be required to report as soon as an interview can be mutually arranged between the local Company Officer(s) and local Union representative(s). In any case, the employee will be interviewed within 48 hours from the time he or she is removed from service unless otherwise mutually agreed between the Company officer and local Union representative.

Note: It is understood that provided the employee has not commenced work, i.e. reported for duty and is on pay, he or she will be afforded the same consideration whether or not such incident is reported by a fellow employee or company officer. Normal practice with respect to the administration of Rule "G" insofar as company officers are concerned will apply in other circumstances.

4. If the incident occurs while an employee is on duty, the employee will be relieved of duty by fellow employees immediately the incident is observed and the incident reported and arrangements for the joint interview as provided in Item 3 hereof will be made.
5. If during the joint interview it is considered that the violation may have been caused by poor judgment only (i.e. no abuse problem) the employee will be, for greater certainty, interviewed by Employee Assistance Program Personnel (E.A.P. Personnel) within thirty days of the joint interview. If the E.A.P. personnel confirm that no abuse problem exists, then the employee will be counseled on the seriousness of his or her actions and warned in writing with a record retained on his or her personal file that a repeat offence will result in dismissal. It is understood that the employee will not be required to lose time as a result of the interview with E.A.P. Personnel.
6. If, on the other hand, it is determined that the employee may have an abuse problem, the employee will be referred to E.A.P. Personnel as soon as an appointment can be arranged. Should E.A.P. Personnel confirm that an abuse problem exists, the employee will be afforded the terms and conditions contained in the company policy dealing with the control of drug and/or alcohol abuse and a record retained on his or her personal file. An employee who refuses the decision of the E.A.P. Personnel shall have the right to refer his or her case to a duly recognized alcohol and drug abuse specialist who he or she will authorize to make an assessment of his or her condition and provide a confidential report to the CN Medical Department. A copy of this report will be made available to the Senior System General Chairman and/or Designate and Joint

Managers. If, in the opinion of this alcohol or drug abuse specialist, it is revealed that the employee does not have a problem, the provisions of Item No. 5 of this agreement will apply. If it is confirmed that the employee has indeed an abuse problem, he or she will be afforded the terms and conditions of the company's policy. Failure on his or her part to take advantage of such opportunity could, after proper investigation of his or her case, result in dismissal.

7. If, in the course of any Rule "G" investigation, it is determined that a fellow employee(s) was aware of the violation of the rule and did not report or take action on this knowledge, such employee(s) will also be subject to investigation and possible discipline.
8. The Senior System General Chairman and/or Designate may, after a period of not less than twelve months, make a recommendation to the Joint Managers proposing the reinstatement of an employee(s) who was discharged for violation of Rule "G" when the Senior System General Chairman and/or Designate believes there are circumstances which warrant this action. Such cases will be thoroughly reviewed by the Joint Managers and the Senior System General Chairman and/or Designate will be advised of the position being taken by the Company with 30 days of receiving the Senior System General Chairman and/or Designates recommendation. Any action taken by Toronto Terminals Railways will follow the procedure normally connected with such reinstatement requests.
9. An employee counseled or warned as described previously or reinstated after discharge and following investigation pursuant to the applicable collective agreement is later found to have violated Rule "G" again, will be dismissed without benefit of any of the procedures contained in this agreement.
10. Employees discharged for violation of the Rule "G" will be advised that E.F.A.P. Personnel are available to assist them should they so desire. However, it is understood that such former employees are not entitled to the provisions of the Company's policy dealing with the control of drug and/or alcohol abuse.
11. Employees governed by this Memorandum of Agreement will continue to retain their normal rights of appeal in the grievance procedure under their respective agreement.

It is understood and agreed that this pilot project will be subject to a review by the parties after a period of one year or at any time as mutually agreed.

The Memorandum of Agreement is subject to cancellation by any one of the signatory parties to the Agreement on 60 days' notice in writing to the other parties. The parties agree to meet prior to invoking this cancellation clause.

Signed at Toronto, Ontario this 12<sup>th</sup> day of December, 2007 .

FOR THE TORONTO  
TERMINALS RAILWAY COMPANY:

FOR THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS:

Dirk R. Veenis  
For: Joint Managers

Luc Couture  
Senior System General Chairman

Sam L. Spares  
TTR Director of Operations

## APPENDIX "I"

LETTER OF UNDERSTANDING between the I.B.E.W. System Council #11, and The Toronto Railways, with respect to the awarding process for employees who bid on Technician position.

- 1) When the Company requires a Technician's position to be filled, a notice will be posted advising same to all employees as is described within the collective agreement. Candidates will be required to submit written applications to the position, stating their qualifications and seniority date. The position will be filled with the senior qualified applicant.
- 2) Should there be no qualified applicants to the position, unqualified employees making application will be evaluated to determine their potential for becoming a fully qualified S&C Technician. Final selection will be based on qualifications, experience, and seniority. That is, once the minimum standards are met, seniority will be the deciding factor when awarding the position. It is understood that the Company will determine the minimum standards. Any dispute concerning the selection process, will be referred to a Steering Committee for final determination.
- 3) An unqualified employee selected to fill a Technician's position, shall be compensated at the basic rate of pay of the classification from which they were assigned, pursuant to the provisions of Article 3 of collective agreement.
- 4) Upon awarding an unqualified employee to a Technician position, the differential between the employee's rate of pay at the time of the award, and the rate of a qualified Technician will be determined. Upon the successful completion of eight months training, wherein they achieve specific training objectives in combination with their on-the-job training, the employee will receive an increase in their rate of pay that is equivalent to one third (1/3) of the differential noted above. This will apply to the 16 month interval and should culminate at 24 months wherein the employee should be fully qualified Technician, based on their successful completion of the training cycle and their passing of the Qualification tests. Should the employee awarded this training position qualify as a Technician prior to the 24 months indicated in this Article, the employee's rate of pay will be adjusted accordingly.
- 5) An employee's specific training objectives will be determined within 30 days of the Company awarding the position. The employee may be required to enroll at a Technical Institution of their choice, which will result in the employee obtaining a certificate that is accepted as bona fide by the Company for the position.
- 6) A Technician in training who does not have Maintainer/Mechanic or Leading Maintainer/Mechanic seniority will be accorded the appropriate seniority date and the rate of pay at the time a Helper who is junior in seniority to the Technician in training acquires such seniority.
- 7) The employee accepting this training program, 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. Following this 90-day period, they will only be allowed to displace the junior employee in the last classification held. Afterwards, their positions will be bulletined permanently if necessary, pursuant to the bulletining provisions of the Collective Agreement.

- 8) In the event there is no successful applicants for a bulletined Technician position, the Company may hire a new employee. The System General Chairman or his designate shall be notified in such cases. A new employee hired as a Technician will be paid the Asst. Signal Maintainer rate of pay.
- 9) During this training period, employees will be required to fulfill training assignments in various locations within the T.T.R. While in Technician training, employees will not be entitled to bid out for the duration of the training program.
- 10) Employees in the training program will be continually monitored to ensure 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.
- 11) Newly-hired employees in the training program for Technicians, 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.
- 12) At the conclusion of the training program, the employee will be required to successfully pass appropriate Company testing. If unsuccessful, the employee will be governed by the provisions of Item 7 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.
- 13) The training period 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 circumstances 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 employee lost in order to complete the training
- 14) Upon successful completion of the Training Program, the employees will be issued a certificate indicating their being qualified as S&C Technician.
- 15) 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 the Agreement governing same.
- 16) When the Company determines that employees are required to enroll in classes conducted by an approved training agency or correspondence course, it will pay the required tuition costs and the costs of necessary text books and instructional literature as per Toronto Terminals Railway education assistance program.
- 17) This Letter of Understanding is effective 1 Feb. 98, and shall remain in effect subject to cancellation on 30 days' notice in writing from either one of the parties to the other.

Signed at Toronto, Ontario this 28<sup>th</sup> day of January 1998.



For the Company

A. Heft  
For: Joint Managers

For the Union

J. Platt  
For: System General Chairman

APPENDIX "J"

8 December 1998

File: 8311 – 132

Mr. L. A. Couture  
Sr. System Gen. Council #11 I.B.E.W.  
73 F.X. Garneau  
Beloeil, Quebec  
J3G 3G8

Dear Mr. Couture:

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

As settlement to this demand, the Company is agreeable to the following conditions and which will take effect 1 January 1999.

1. Employees wishing to bank time must declare their intentions in writing to the Superintendent prior to 1 January of each year. Should the employee decided to withdraw from this process, they must submit in writing this intent. Upon receipt of this written notice, the Company will pay to the employee any money owed, within 30 days following receipt of their written notice.
2. A maximum of eighty (80) pro rata hours will be permitted in any calendar year.
3. Accumulated hours must be taken during the calendar year in which they accrued.
4. On General Holidays, only punitive overtime hours will be allowed to be banked.
5. The time at which employees will be permitted to liquidate accumulated hours will be mutually agreed between the Superintendent and each employee. However, the final determination will be at the discretion of the Superintendent according to the requirements and exigencies of the service.

Unless otherwise authorized by the Director of Operations, banked time must be liquidated in blocks of five (5) or ten (10) days.

As the discretion of the Director of operations, any bank time not liquidated may be carried over the following year or paid out in a lump sum payment.

The Superintendent may postpone or cancel this Banked Time Agreement if it is found to created an administrative burden or if it is determined that there is insufficient relief to permit employees to liquidate accumulated bank time. The Company agrees to hold discussions with the Union prior to invoking any cancellation clause.

If you agree that the above property reflects the understanding reached during our discussions, please indicate by signing this letter in the appropriate space provided below.

Yours truly,

Signed AE Heft  
For: Joint Managers

I AGREE

Signed Luc Couture  
Senior System General Chairman

APPENDIX “K”

Rate Table applicable to Signals and Communications Employees

**SIGNAL DEPARTMENT**

	<b>2008A</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
<b>Signal Foreman</b>				
<b>Signal Coordinator</b>				
0 - 7 months				
8 - 14 months				
15 - 21 months				
Thereafter	32.2500	33.2200	34.2200	35.5900
<b>OVERTIME</b>	<b>48.3800</b>	<b>49.8300</b>	<b>51.3300</b>	<b>53.3850</b>
<b>Senior Signal Technician</b>				
Less than 7 months				
7 - 14 months				
14 - 21 months				
Thereafter	29.3700	30.2500	31.1600	32.4100
<b>OVERTIME</b>	<b>44.0500</b>	<b>45.3750</b>	<b>46.7400</b>	<b>48.6150</b>
<b>Signal Technician</b>				
Less than 7 months				
7 - 14 months				
14 - 21 months				
Thereafter	28.6600	29.5200	30.4100	31.6300
<b>OVERTIME</b>	<b>43.0000</b>	<b>44.2800</b>	<b>45.6150</b>	<b>47.4450</b>
<b>Signal Maintainer</b>				
Less than 7 months				
7 - 14 months				
14 - 21 months				
Thereafter	26.4600	27.2500	28.0700	29.1900
<b>OVERTIME</b>	<b>39.7000</b>	<b>40.8750</b>	<b>42.1050</b>	<b>43.7850</b>
<b>Leading Signal Maintainer</b>				
Less than 7 months				
7 - 14 months				
14 - 21 months				
Thereafter	29.3700	30.2500	31.1600	32.4100
<b>OVERTIME</b>	<b>44.0500</b>	<b>45.3750</b>	<b>46.7400</b>	<b>48.6150</b>

**Assistant Signal Maintainer**

Less than 7 months				
7 - 14 months				
14 - 21 months				
Thereafter	23.4500	24.1500	24.8700	25.8600
<b>OVERTIME</b>	<b>35.1800</b>	<b>36.2250</b>	<b>37.3050</b>	<b>38.7900</b>

**Signal Helper**

Less than 7 months	18.0600	18.7800	19.3400	20.1100
7 - 14 months	19.1200	19.8800	20.4800	21.3000
14 - 21 months	20.1900	20.9900	21.6200	22.4800
Thereafter	21.2500	21.8900	22.5500	23.4500
<b>OVERTIME</b>	<b>31.8800</b>	<b>33.1600</b>	<b>34.1500</b>	<b>35.5200</b>