

**AGREEMENT 4.2**

**Between**

**CANADIAN NATIONAL RAILWAY COMPANY**

**And**

**UNITED TRANSPORTATION UNION**

**Governing**

**Rates of Pay and Working Conditions  
for Traffic Coordinators and Assistant Traffic  
Coordinators**

**For the**

**CANADIAN LINES**

**Revised February 1999**

**(Version française disponible sur demande)**



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ARTICLE 1  
**Rates of Pay**

**NOTE:** In applying the rates set out in this article 1, the provisions of Article 1.3, 1.4 and 1.5 shall apply in respect of employees hired on or after **March 1, 1988**.

**1.1**  
**Effective Jan. 1/1998**

	Traffic Coordinators	Assistant Traffic Coordinators
Per Day	\$207.54	\$198.00
Per Hour Pro Rata	\$ 25.94	\$ 24.75
Per Hour Time and One-Half	\$ 38.91	\$ 37.12

**Effective Jan. 1/1999**

	Traffic Coordinators	Assistant Traffic Coordinators
Per Day	\$211.69	\$201.96
Per Hour Pro Rata	\$ 26.46	\$ 25.24
Per Hour Time and One-Half	\$ 39.69	\$ 37.86

**Effective Jan. 1/2000**

	Traffic Coordinators	Assistant Traffic Coordinators
Per Day	\$215.92	\$206.00
Per Hour Pro Rata	\$ 26.99	\$ 25.75
Per Hour Time and One-Half	\$ 40.48	\$ 38.62

**Shift Differentials**

**1.2** Traffic Coordinators and assistant Traffic Coordinators who commence a shift between the hours of 1400 and 2159 shall receive a shift differential of 45 cents per hour and between the hours of 2200 and 0559 shall receive a shift differential of 50 cents per hour. Overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty, such as vacation, general holiday, etc.

**Starting Rates**

**1.3** Except as provided by paragraph 1.5 of this article, all rates, differentials, allowances or guarantees specified in this Agreement or its addenda shall, in respect of employees hired on or after March 1, 1988, be established as follows:

- (a) Employees who have attained less than 7 months cumulative compensated service will be paid at 85% of any amount specified;
- (b) Employees who have attained 7 months or more but less than 14 months cumulative compensated service will be paid at 90% of any amount specified;

- (c) Employees who have attained 14 months or more but less than 21 months cumulative compensated service will be paid at 95% of any amount specified;
- (d) Employees who have attained 21 or more months cumulative compensated service will be paid the full amount specified.

1.4 In the application of Article 1 one month of cumulative compensated service shall consist of a 30-day period during which the employee works 21 shifts or the major portion thereof.

1.5 The provisions of Article 1 shall not apply to the payment of shift differentials, the trainer's allowance, or automobile allowance.

## ARTICLE 2 Scope

2.1 The rules and rates of pay contained in this agreement shall govern the services of employees who, at the effective date of this agreement, are recognized as Traffic Coordinators, assistant Traffic Coordinators, and employees subsequently appointed to such positions by bulletin.

2.2 The word "traffic coordinator" as used hereinafter shall be understood to mean any employee holding seniority under this agreement.

2.3 Traffic Coordinators are defined as those who are directly responsible for yard operations in a certain specified territory during the hours of their assignment.

2.4 Assistant Traffic Coordinators are defined as those who are working under the supervision of a Coordinator during the hours of their assignment.

ARTICLE 3  
**Work Week - Hours of Service**

**3.1** Eight consecutive hours shall constitute a day's work.

**3.2** Traffic Coordinators who report for duty for a regular or extra assignment shall be allowed a minimum of eight hours' pay, for which eight hours' service may be required, unless they lay off of their own accord, in which event they shall be allowed actual time worked at pro-rata rate.

**3.3** Regular assignments shall have a fixed starting time, and the regular starting time shall not be changed without at least twenty four hours' notice to the traffic coordinator affected.

The starting time of a traffic coordinator shall be the same on all days of the week, except in respect of Traffic Coordinators performing relief work.

**3.4** When three assignments for Traffic Coordinators are worked in continuous service covering the twenty-four-hour period, the starting time of the first of such assignments will be between 0600 hours and 0800 hours, the second between 1400 hours and 1600 hours, and the third between 2200 hours and 2400 hours.

**3.5** When Traffic Coordinator's regular assignments are canceled, except on general holidays, the employee will be paid a day's pay.

**3.6** The term "work week" for regularly assigned traffic coordinators shall mean a week beginning on the first day on which the assignment is bulletined to work.

**3.7** The term "work week" for unassigned Traffic Coordinators who have regular assignments under Agreement 4.16 or 4.3, as the case may be, shall be the first day on which their assignment is bulletined to work.

**3.8** Spare board employees shall use Monday as the first day of the work week.

**Broken Time**

**3.9** Employees prevented from completing a day's work due to illness will be paid for actual time on duty up to the time relieved from duty.

**3.10** Employees prevented from completing a day's work due to injury sustained on duty will be paid for actual time on duty up to the time relieved from duty but not less than a basic day's pay.

**3.11** Employees called to relieve other employees for completion of a day's work due to illness or injury on duty will be paid not less than a basic day's pay.

ARTICLE 4

**Bulletining / Filling Positions**

**4.1** Provided at each Spring and Fall Change of Time there are sufficient qualified Traffic Coordinators available to fill the positions vacated, up to 25% of employees holding positions as Traffic Coordinator, and who held seniority under Agreements 4.3 or 4.16, may be permitted to choose to perform other service. However, the aforementioned is conditional upon the operation being protected and will be jointly monitored by the parties.

**4.2** Employees who qualify under the provisions outlined in Articles 12 (Upgrade) or Article 13 (Student), herein, seniority being sufficient, will be required to work

a position as Traffic Coordinator at the location where they maintain Traffic Coordinator seniority for up to two hundred and fifty (250) shifts, prior to establishing eligibility under Article 4.1.

**4.3** Temporary vacancies shall be advertised to the terminal for seventy-two (72) hours, to take effect on the first day of the work week. A temporary vacancy is defined as a vacancy which is determined to be in excess of five or more working days and less than ninety (90) days duration.

**4.4** A Traffic Coordinator(s) filling a temporary vacancy, shall be released on the last working day of the vacancy and may:

- (1)** be returned to their regularly assigned position, or;
- (2)** exercise their seniority to any temporary vacancy bulletined subsequent to the time they last worked on their regular assigned position.

**4.5** Newly created positions of ninety days duration or more and permanent vacancies (including permanent vacancies created by an employee commencing pre-retirement vacation) shall be bulletined to the seniority grouping for seven (7) days preceding the commencement of the first day of the work week of that assignment and will be filled in the following order:

- (1)** to the senior qualified applicant in the applicable seniority territory grouping; and if none,
- (2)** the junior qualified employee not working as such at that terminal will be assigned.

**4.6** All regular or regular relief assignments will be bulletined to the terminal at the Change of Time. All bulletins shall show location, (as Traffic Coordinator or Assistant Traffic Coordinator), hours of assignment of position and if temporary or permanent and shall be posted seven (7) days in places accessible to all employees affected. Copies of all bulletins issued under this paragraph shall be furnished to the Local Chairperson.

**Note:** It is understood that Change of Time bulletins will be posted at least three (3) weeks prior to positions taking effect.

**4.7** Except as provided in Article 4.1, regularly assigned Traffic Coordinators must bid Traffic Coordinator's positions at Change of Time. Those not bidding will be assigned to the vacant positions in reverse seniority order. In the event that there is more than one vacancy to fill, the junior of the regularly assigned employees will be given the choice of vacant positions.

**4.8** Traffic Coordinators desiring Bulletined positions will make application within the seven (7) day period specified. In the event there are insufficient applications received from Traffic Coordinators with the necessary qualifications, the junior qualified employee(s) at the terminal will be assigned.

**4.9** If a qualified employee, junior to the employee assigned in accordance with Article 4.8 subsequently becomes available, such junior employee will be assigned to that vacancy, unless the employee forced, elects to remain on that position. It is the responsibility of the employee forced pursuant to the provisions of Article 4.8 to notify the Crew Management Centre within 72 hours of the another junior employee either becoming available or qualified.

**4.10** The name(s) of the successful applicant(s) shall be posted to the terminal affected within five (5) days of the bulletin closing.

**4.11** Employees absent for any reason during the entire period that a Bulletin has been advertised, must within seventy - two (72) hours of returning from such absence, declare their intention in writing to the CMC with a copy to the Local Chairperson.

**4.12** Traffic Coordinators must protect, all relief work and extra service as Traffic Coordinator or Assistant Traffic Coordinator in the yard in which employed. Vacancies of five (5) days or less, will be filled temporarily, on a day to day basis in the following sequence:

- (1)** The employee first up, at straight time, on the Traffic Coordinators Spareboard where established, if none; (See Addendums 10, 10A, 10B and 10C.)
- (2)** The employee first up, at punitive rates, on the Traffic Coordinators Spareboard where established, if none; (See Addendums 10, 10A, 10B and 10C)
- (3)** The senior qualified unassigned Traffic Coordinator available at straight time rates in yard service, which includes a Yard/ Joint Spareboard, if none;
- (4)** The senior regularly assigned Traffic Coordinator available at punitive rates, if none;

- (5) The senior unassigned Traffic Coordinator governed by Agreement 4.3 or 4.16 assigned to yard service, which includes a Yard/ Joint Spareboard, as the case may be, at punitive rates, if none;
- (6) The senior employee qualified as a Traffic Coordinator governed by other Collective Agreements, if none;
- (7) The senior employee qualified as a Traffic Coordinator occupying a position on a road service spareboard, if none;
- (8) The senior employee qualified as a Traffic Coordinator, working in road service, when it can be determined that the Traffic Coordinator position filled will not interfere with the employee's normal assignment.

**Note:** In the event there is more than one vacancy to fill with the same starting time, the senior qualified employee will be given their choice of assignment.

## ARTICLE 5 Relief Assignments

**5.1** When service is required by the Company on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by unassigned Traffic Coordinators when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in Articles 3 and 4, have five consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the traffic coordinator or Traffic Coordinators relieved, and

have different points for going on and off duty within the same seniority district which shall be the same as those of the traffic coordinator(s) they are relieving.

**5.2** Where regular relief assignments cannot be established for five consecutive days on the same shift, such assignments may be established for five consecutive days with different starting times on different shifts on different days, providing such starting times are those of the traffic coordinator or Traffic Coordinators relieved, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the traffic coordinator or Traffic Coordinators they are relieving.

## ARTICLE 6 **Exchange of Shifts**

**6.1** Upon the prior concurrence of the proper officer of the Company in charge of the yard, regularly assigned Traffic Coordinator or Assistant Coordinators may be permitted to exchange shifts temporarily in the same yard and within the same class of service subject to the following:

- (a)** Employees will be limited to two exchanges per calendar month.
- (b)** The Company shall not be subject to any claim for additional payment by the employees exchanging shifts.

ARTICLE 7  
**Overtime**

**7.1** Unless otherwise provided in the calling procedures, time worked by Traffic Coordinators on regular assignments, continuous with, before or after the regularly assigned hours of duty, shall be considered as overtime, and shall be paid for on the actual minute basis at one and one-half times the pro-rata rate.

**7.2** A traffic coordinator required to make a transfer or turnover to another traffic coordinator, or complete reports in connection with the operations of the yard, after his regular assigned hours of duty will be allowed 10 minutes at time and one-half the pro-rata rate per shift.

**7.3** Time worked in excess of the regularly assigned hours, due to changing shifts or due to the application of the exercise of seniority, shall be paid at pro-rata rates.

**7.4** Traffic Coordinators will not be required to suspend work during regular hours to absorb overtime.

**7.5** No overtime shall be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable. Overtime will not be allowed unless claim is made to the proper officer within forty-eight hours from the time service is performed.

**7.6** Regularly assigned Traffic Coordinators notified or called to work not continuous with, before or after the regularly assigned hours, shall be allowed a minimum of two hours at one and one-half times the pro-rata rate, and if held on duty in excess of two hours, will be allowed compensation on the minute basis at one and one-half times the pro-rata rate. However, Traffic Coordinators may, if conditions justify, be compensated as if on continuous duty. This does not apply to Traffic Coordinators who are stopped before leaving home.

## **Overtime - Days Off**

**7.7** A regularly assigned traffic coordinator who is required to work on either or both of the days off of the position to which he is regularly assigned shall be paid therefore at the rate of time and one half, and unassigned Traffic Coordinators worked as such more than five days in a work week shall be paid time and one-half the basic straight time rates for such excess work, except when moving from one assignment to another.

**7.8** There shall be no overtime on overtime; neither shall overtime paid for, nor time paid for at straight time rate under exceptions referred to in paragraph 4.12, be utilized in computing the five days referred to in paragraph 7.7; nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, jury duty, bereavement leave, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computation leading to overtime.

**NOTE:** Employees assigned to regular shifts who:

- 1) are compensated a day's pay in lieu of regular wages for attendance at Company-initiated meetings during working hours; or
- 2) are not required to work on a general holiday falling on one of his regular assigned working days but qualify for general holiday pay; or
- 3) work the general holiday and are paid time and one-half for such work will count such day's pay as a day worked in the computation of the 5 straight-time shifts in yard service.

**7.9** In Yard service, employees who work more than 5

straight-time shifts in any classification in a work week shall be paid one and one-half times the straight-time rate for such shifts. The term "work week" for regularly assigned employees shall mean a week beginning at the starting time on the first day on which the assignment is bulletined to work and for spare employees, shall mean a period of 7 consecutive days starting at 0001 on Monday.

## ARTICLE 8 **Rest**

**8.1** Provided two hours notice is given, traffic coordinators may have rest after eleven hours on duty.

**8.2** Traffic coordinators who double through a second shift without an interval of off-duty time may have rest after eight hours on the second tour of duty, provided they were not aware that overtime would be required when they accepted the call for the assignment.

**8.3** Unassigned traffic coordinators may book rest, pursuant to the provisions of paragraph 8.4, upon completion of a tour of duty.

**8.4** Rest under this article must be booked in even hours and shall not be less than three hours nor more than twelve hours, exclusive of call time. Once booked, rest may not be changed or cancelled.

**8.5** Regularly assigned Traffic Coordinators will be allowed to book between 3 and 8 hours rest upon completion of their tour of duty, providing the rest booked will not interfere with them filling their assignment.

## ARTICLE 9 **Seniority**

**9.1**

- (a)** Employees currently holding Traffic Coordinator seniority will be canvassed in seniority order for the purpose of Skills Assessment and Upgrade Training. Employees holding Traffic Coordinator seniority and accepting the Skills Assessment and Upgrade Training will thereafter retain and accumulate Traffic Coordinator seniority. Employees currently holding Traffic Coordinator seniority who decline the Skills Assessment, will have their names removed from the seniority list.
- (b)** Employees who maintain seniority as outlined in paragraph 9.1 herein, will not be permitted to relinquish their seniority.

**9.2**

- (a)** Upon completion of the required training outlined in Article 12 and Article 13 herein, and after completing any other general or technical training sessions required on each specific territory and/or position, to the satisfaction of the appropriate Company Officer and the Trainer(s), the individual's name will be added to the seniority list. Student Traffic Coordinators will be on probation until such time as they have completed 45 shifts as a Traffic Coordinator. The seniority date will be established to reflect the date of the Bulletin as outlined in Article 13.1 herein, for that seniority grouping, in the following order:

  - (i)** Current employees in road or yard service
  - (ii)** Other employees
  - (iii)** New hires

- (b)** In the application of Article 9.2 (ii) herein, where more than one employee is to receive the same seniority date when they have prior continuous service with the Company, they will be placed on the Traffic Coordinator seniority list in the order of their service date with the Company.
- (c)** In the application of Article 9.2 (iii) herein, employees who do not have prior continuous service with the Company, will be placed on the Traffic Coordinator seniority list in the order of their application for employment.
- (d)** If, due to a bona fide illness or injury, a candidate referred to in Article 9.2 (a)(i) above, is unable to attend the course for which selected, that candidate will, after qualifying as a Traffic Coordinator, be awarded a seniority date in the group for which they were initially selected.

### **9.3**

- (a)** The name of an employee who has established seniority as Traffic Coordinator and who has been or is promoted to an official position, excepted position with the Company, or working as locomotive engineer or on authorized leave of absence, will retain and continue to accumulate seniority rights while so employed.
- (b)** Employees outlined in Article 9.3(a) above who had Traffic Coordinator seniority on or prior to May 5, 1995, will be required within 72 hours of such return to declare their intent in writing to maintain their seniority. Such declaration will be in writing to the CMC, with a copy provided to the Local Chairperson. Upon receipt of the letter of intent, the employee's name will be added to such list in accordance with their Traffic Coordinator seniority. Employee's who fail to do so, will permanently forfeit their Traffic Coordinator seniority and their

name will be deleted from the list.

- (c)** In the application of this Article 9.3, employees returning from excepted positions who do not possess seniority as Traffic Coordinators, cannot exercise their seniority to any bulletins which advertised Student Training opportunities during the period of their excepted service
- (d)** In the application of Article 9.3(b) above, employees exercising Traffic Coordinator seniority will be provided an opportunity in seniority order for the first available Training Course, subject to the conditions outlined in Article 12, herein. Upon successful completion of the training course, employees electing to exercise seniority will be required to protect as provided for in Article 4.

**9.4** A list of qualified Traffic Coordinator's will be posted with copy to the local chairperson.

**9.5** Traffic Coordinators may relinquish their seniority for justifiable cause only with the prior concurrence of the proper officer of the Company and the General Chairperson.

**9.6** Qualified Traffic Coordinators with seniority under this agreement whose seniority entitles them to a position as Traffic Coordinator at their home terminal, and who accept a position on the working list of locomotive engineers, shall continue to accumulate seniority as a Traffic Coordinator.

**9.7** Rules governing promotion and seniority are subject to appeal as a grievance when the senior applicant is not awarded the position.

## **Seniority Status and Lists**

**9.8** Seniority lists will be posted in the respective seniority groups in January of each year. Such lists will show the names and dates appointed to position covered by this agreement, from which dates seniority will accumulate. Copies of seniority lists shall be posted in a convenient location in each yard office and copies shall be furnished to the Local and General Chairman. Temporary service as traffic coordinator shall not establish a seniority date as traffic coordinator for the individual so used.

**9.9** Protests involving seniority status must be filed in writing within sixty days from the date seniority lists are posted. Such protests shall be addressed to the District Manager and the General Chairman and must contain a concise statement of claim over the personal signature of the traffic coordinator submitting the protest. If protest is not filed prior to the expiration of the sixty days after the seniority list has been posted, the seniority list shall be considered as approved. When proof of error is presented by a traffic coordinator, or his representative, such error will be corrected and, when so corrected the agreed-upon date shall be final. No change shall be made in the existing seniority status of a traffic coordinator unless concurred in by the General Chairman.

**9.10** The name of a traffic coordinator who has been, or is, promoted from a position covered by this agreement to an official or excepted position with the Company, thereby causing a vacancy, will be continued on the seniority list for the group from which promoted, and shall retain his seniority rights and continue to accumulate seniority while so employed. Such person, when released from excepted employment, may within 72 hours of such release exercise his seniority rights to any position in his seniority group which he is qualified to fill and, failing to do so, will forfeit his seniority, in which event his name will be dropped from the list.

**9.11** A traffic coordinator who has been discharged, and is subsequently returned to the service in a position covered by this agreement, unless reinstated with his former seniority standing, will only be allowed seniority from the date of his return to the service. A traffic coordinator who is not reinstated with his former seniority standing within six months of the date of his discharge, may only be so reinstated by agreement between the proper officer of the Company and the General Chairman.

ARTICLE 10  
**Seniority Grouping**

**Seniority Grouping**

**10.1** The seniority grouping shall be as follows:

- No. 2 Halifax,
- No. 3 Moncton, N.B., Saint John, N.B.;
- No. 6 Quebec Terminal
- No. 8 Montreal Terminal;
- No. 11 Belleville, Ont
- No. 12 Toronto Terminal, Oakville, Ont.,  
Oshawa, Ont.;
- No. 13 London, Ont., Sarnia, Ont.;
- No. 14 Windsor, Ont., Niagara Falls, Ont.
- No. 16 Capreol, Ont., Hornepayne, Ont
- No. 17 Thunder Bay, Ont.;
- No. 18 Winnipeg Terminal;
- No. 19 All other yards on the former Manitoba  
District;\*
- No. 20 Saskatoon Terminal;
- No. 21 Regina Terminal;
- No. 22 All other yards on the former  
Saskatchewan District;\*

- No. 23 Edmonton Terminal;
- No. 24 All other yards on the former Alberta District;\*
- No. 25 Vancouver Terminal;
- No. 26 All other yards on the former British Columbia District.\*

\* refers to former administrative territories.

\*\* **No 12 and 13 see Hamilton Terminal closure agreement**

## ARTICLE 11 Training - General

**11.1** The Company shall have training courses which will be sufficient to allow current employees and/or candidates opportunities to upgrade their knowledge and skills when it is known upgrade training will be required or there is a need to qualify additional employees. The location at which training courses are to be conducted will be determined by the Company. The appropriate General Chairperson(s) will on an on-going basis, be provided with a copy of the training course schedule and course outline.

### **11.2**

**(a)** Training consists of the following:

- (a) Skills Assessment and Upgrade Training:** For employees currently qualified as Traffic Coordinator. The Skills Assessment will determine the training requirements that are necessary to upgrade the employee's skills.

- (b)** Student Training: For employees not-qualified as Traffic Coordinators and new hires identified in Article 13.1.
- (c)** On the job training: Other training not specified herein.

**(b)** When the Company determines that additional Traffic Coordinators are required, for permanent or relief purposes, a bulletin advertising Student Training opportunities will be issued.

**11.3** The following rates of pay will apply when attending training courses provided herein:

- (a)** Employees currently working a permanent or relief Traffic Coordinator position will be paid the actual earnings lost of the position occupied.
- (b)** Employees governed by an agreement signatory by the CCROU will be paid a rate of \$864.00 per 40 hour week during the period of time assigned to the training course.
- (c)** Candidates not governed by an agreement signatory by the CCROU or new employees will be paid a rate of \$500.00 per 40 hour week during the period of time assigned to the training course.

**Note:** In the application of sub-paragraph 11.3 (c) herein, the rates of pay and conditions outlined in this Article shall also apply to employees who transfer from other bargaining units, except that if the employee is governed by another collective agreement which has rates of pay for training which exceed those governed by this article, then those rates will apply.

**11.4** If an employees' annual vacation is rescheduled to enable them to attend Training Program(s), the employee affected shall be granted vacation at a mutually agreeable date. The agreement must be in writing between the employee and the appropriate Company Officer and forwarded to the Crew Management Center.

## ARTICLE 12

### **Skills Assessment and Upgrade Training for Current Traffic Coordinators**

#### **12.1**

- (a)** Employees currently holding Traffic Coordinator seniority will be canvassed in seniority order for the purpose of identifying Skills Assessment for Upgrade Training. Current Traffic Coordinators must declare their intent to attend Skills Assessment and Upgrade Training or forfeit their Traffic Coordinator seniority.
  
- (b)** When practicable, employees who declare their intent to undertake Skills Assessment and the associated Upgrade Training will be trained in the following order of preference:
  - (i)** Regularly assigned Traffic Coordinators, in seniority order, providing that protection can be afforded to the operation,
  
  - (ii)** Unassigned, based on seniority, in the order as defined by Article 4.12.

**Note 1:** The aforementioned training arrangements may be altered as mutually agreed between the Local Chairperson and the appropriate Company Officer.

**Note 2:** Employees currently holding seniority as Traffic Coordinator will be required to protect Traffic Coordinator vacancies until such time as a sufficient number of Traffic Coordinators are qualified.

**12.2** Upon completion of the Upgrade Training course, Traffic Coordinators will be obligated to participate in a supplemental assessment which will assist the Company in ensuring the course content is adequately addressing the training requirements.

**12.3**

- (a)** Upon completion of the Upgrade Training, Traffic Coordinators will be required to participate in performance measurement interviews to ensure the pre-defined performance measurements have been achieved. As a result, it may be necessary for some employees to undergo additional training in areas identified by the interview.
- (b)** Additional training identified in Article 12.3 (a) herein, will be scheduled at a date dependent on the availability of a qualified instructor/examiner. Arrangements will be made by the Company to qualify / upgrade the employee in whatever subject areas are required at the home terminal or at another location.
- (c)** Traffic Coordinators may be required to make periodic road/yard familiarization trips. When required to make periodic road/yard familiarization trips, reasonable actual expenses for lodging, meals, and travel, as outlined in the collective agreement will be provided. The requirement for

additional on the job training shall be determined and scheduled by the appropriate Company Officer.

- (d) Employees unable to upgrade the skills necessary, as required by this article, may be required to attend an interview and the appropriate Officer of the Company and the General Chairperson (or delegate) will meet for the purpose of determining what further course of action will be taken. The employee(s) will remain on their position until the decision is rendered.

**12.4** When employee(s) have not met the prescribed performance standards, their cases may be reviewed for appropriate disposition between the General Chairperson and the appropriate Officer of the Company.

### ARTICLE 13 **Student Training**

**13.1** When necessary to train employees not currently qualified for Traffic Coordinator positions, applications for testing and screening will be accepted as follows:

- (a) Current employees governed by an Agreement signatory to the CCROU that do not possess Traffic Coordinator seniority,
- (b) Employees governed by other Collective Agreements,
- (c) New hire.

**13.2** Applications for testing and screening for Traffic Coordinator training courses will be requested by bulletin which will be advertised for a period of not less than 14 calendar days at the Terminal affected. The bulletin will contain all pertinent information, such as type of course, hours, duration and location of courses. Employees in Road or Yard service, including those by virtue of their collective agreement who were absent for any reason during the entire period of the bulletin must within seventy - two (72) hours of resuming duty, declare in writing to the CMC, with a copy to the Local Chairperson, their intention to establish Traffic Coordinators seniority. Such seniority will be established in accordance with the principles of paragraph 9.2(a) herein.

**13.3** Applicants will be required to undergo testing and screening and if successful, will be required to attend an interview conducted by the Selection Committee. Candidates will be selected to attend the training course from those candidates determined to have the aptitude for the position of Traffic Coordinator. In the application of this paragraph, qualifications being equal, former seniority on the respective 4.16 yard service seniority list and 4.3 yard and /or road seniority list shall govern.

**13.4** Selection Committees will be established, one in Eastern Canada and one in Western Canada, each consisting of an appropriate representative of the Union and an appropriate officer of the Company who will assist the Placement Officer in the Selection and Interview Process of candidates for the training course. Representatives of the Union participating on these committees will be paid in accordance with the provisions governing Held for Investigations or Company Business.

**13.5**

- (a)** An applicant who is governed by an agreement signatory by the CCROU that fails the required examinations may request a second test immediately upon receiving notification of rejection. Such request will be done in writing to the examiner, with a copy provided to the Local Chairperson. Re-testing will only be on areas shown to be deficient.
  
- (b)** The determination of when a student is accepted or rejected will be made by the appropriate Officer of the Company in consultation with the Examiner. In the event that a student is rejected, the student and the Local Chairperson will be advised in writing of the reasons.
  
- (c)** If an applicant is found upon appeal to have the qualifications necessary to be a Traffic Coordinator, such applicant will be scheduled to attend the first available Student Traffic Coordinators Training Course at the training location designated by the Company and seniority will be adjusted accordingly.
  
- (d)** Upon completion of the Student Training, Trainee's will be required to participate in performance measurement interviews to ensure the pre-defined performance measurements have been achieved.

**13.6** Applicants who have not successfully completed the testing and screening pursuant to paragraph 13.2 herein, may be considered for a Bulletin advertising opportunities for a Student Traffic Coordinator's Training Course not earlier than six (6) months following the initial notification of rejection.

**13.7** Employees who withdraw from training will not be considered for selection for Student Traffic Coordinator training during the three-year period following the termination of that training course, unless otherwise agreed between the appropriate Company Officer and the General Chairperson.

**ARTICLE 14**  
**On the Job Training**

**14.1** The selection of Traffic Coordinators who will be performing on the job training will be made by the Company as mutually agreed with the Local Chairperson. In the event that an agreement cannot be reached, the training process will not be delayed and the appropriate Company Officer will identify Traffic Coordinators who will be required to perform the training.

**14.2** A Traffic Coordinator performing training will counsel and supervise a Trainee while they perform the duties of their position, ensuring that the Student complies with the rules and instructions. The Traffic Coordinator will be responsible for preparing progress reports and submitting specific recommendations to the appropriate Company Officer.

**14.3** Traffic Coordinator's performing training will be paid in addition to their daily basic rate \$25.85 for each day they perform training.

**14.4** Student Traffic Coordinator on-the-job training will consist of performing the duties of a Traffic Coordinator. The training may require up to five 8 hour shifts of training on each reporting location. In the event that an employee's training is interrupted, the Student Traffic Coordinator will be permitted to work at those reporting locations, for which qualified.

**14.5** Student Traffic Coordinators may be required to

make periodic road / yard familiarization trips. When required to make periodic road / yard familiarization trips, reasonable actual expenses for lodging, meals, and travel, as outlined in the collective agreement will be provided. The requirement for additional on the job training shall be determined and scheduled by the appropriate Company Officer.

**14.6** The determination of when a student is qualified or disqualified during either the on the job training or within the probationary period, will be made by the appropriate Officer of the Company in consultation with the Trainer(s). In the event that a student is disqualified, the student and the Local Chairperson will be advised in writing of the reasons for disqualification, and if applicable, the effective date of the employees return to their former status, in accordance with their respective Collective Agreement.

## ARTICLE 15 **Lunch Period**

**15.1** Employees will be allowed 20 minutes for lunch between the end of the third and the beginning of the seventh hour on duty without deduction in pay. Employees are expected to arrange their work so as to avoid any delay or impediment to the operations for which they are responsible during such lunch period.

**15.2** If on a continuous basis, an employee is unable to find sufficient time to arrange a twenty-minute lunch period at some point between the set times, the District Superintendent will, upon written request from the General Chairperson, meet within 30 days to review the matter and a written response will be forwarded to the General Chairman within 60 days of receipt of such request.

ARTICLE 16  
**Payment for Examinations**

**Periodic Medical Examinations**

**16.1**

- (a) An employee required to take a periodic medical examination during his off-duty hours shall be allowed payment of 6 hours' pay on the basis of one-eighth of the daily rate applicable to the service last performed.
- (b) An employee required to undergo a periodic medical examination on proper authority from the Company during on-duty hours will be paid the rate of pay of the position occupied at the material time.

**Periodic Rules Examinations**

**16.2**

- (a) The location at which training courses are to be conducted will be determined by the Company. The General Chairpersons of the Union will, on an on-going basis, be provided with a copy of the training course schedule.
- (b) Where the training location is at other than the employee's home terminal, the Company will arrange for and provide transportation. Employees authorized to use their personal automobile and who elect to do so will be paid the mileage allowance provided in the collective agreement in accordance with the conditions attached thereto.
- (c) Where the training location is at other than the employee's home terminal and employees are required to travel to another terminal for training, time occupied in travelling will be paid for at the rate per hour of 1/8<sup>th</sup> the daily rate for passenger service, provided the distance between the two

terminals is 40 miles or more by the most direct highway route.

- (d) Where the training location is at other than the employee's home terminal, the Company will provide accommodation which may be in hotels, motels or in Company facilities. Such accommodation will be in clean, single occupancy rooms equipped with a writing table or desk, a chair and adequate lighting and, to the extent it is practical to do so, will include cooking facilities.
- (e) Employees covered by paragraph 16.2(d) above, will be paid the following allowance for meal on each day of the training program:
  - (1) where the provided accommodation includes cooking facilities - \$15.00 per day; or
  - (2) where the provided accommodation does not include cooking facilities - \$25.00 per day.

**16.3** Employees attending a training program will be compensated on the following basis, according to the position regularly held at the time the training is taken, for each day in attendance on the training course:

	<b>EFFECTIVE</b>		
	<b>01/01/98</b>	<b>01/01/99</b>	<b>01/01/2000</b>
<b>Traffic Coordinator</b>	\$207.54	\$211.69	\$215.92
<b>Assistant Traffic Coordinator</b>	\$198.00	\$201.96	\$206.00

\* Includes employees on Traffic Coordinator spare boards.

**NOTE:** Employees subject to the starting rate provisions of the collective agreement will be paid the appropriate percentage of the amount specified above.

**16.4**

- (a)** In the event that an employees is removed from the working list on a day or days preceding attendance at a training course and, as a result, misses a tour or tours of duty which commence work on such days, he or she will be paid the amount specified in paragraph 16.3 for each tour of duty lost.
- (b)** Employees will not be removed from the working list on the day or days preceding attendance at a training course where, under normal operating conditions, they will be in and off duty at their home terminal by 2359 of the day preceding attendance at the training course.

**NOTE:** Time paid for in the nature of arbitrary payments, such as preparatory time and time paid for pursuant to paragraph 35.6 of Article 35 of Agreement 4.16 or paragraph 104.2 of Article 104 of Agreement 4.3 will not be taken into account in the application of this paragraph 16.4(b).

- (c)** Regularly assigned employees, whose assignments go out prior to their release from the training course and who, as a result, miss the return trip out of the away from home terminal to the home terminal, will be paid the applicable amount specified in paragraph 16.32 for the return tour of duty lost.
- (d)** Employees will have their names restored to the work list as of completion of training on the last day of the training course. However, employees may elect not to accept calls for shifts or tours of duty commencing prior to, but no later than 0600 of the

day following the training course by advising the Crew Management Centre of the time at which they will be available. Employees who wish to exercise this option will so advise the Crew Management Centre at the completion of the training course.

**NOTE:** Time paid for in the nature of arbitrary payments, such as preparatory time and time paid for pursuant to paragraph 35.6 of Article 35 of Agreement 4.16 or paragraph 104.2 of Article 104 of Agreement 4.3 will not be taken into account in the application of this paragraph 16.4(b).

- (e) Regularly assigned employees who exercise the option set out in paragraph 16.4(d) thereby causing the loss of a trip on their regular assignment will be paid the applicable amount specified in paragraph 16.3 for each tour of duty lost.
- (f) Spare board employees who exercise the option set out in paragraph (d) will hold their turn on the working board until 0600 of the day following the training course.
- (g) For the purpose of clarity, the term "regularly assigned employee" includes employees in pool service and employees filling a temporary vacancy on a regular assignment or in pool service obtained through the exercise of seniority.

**16.5** In the application of the mileage regulations of the mileages of the collective agreement, any amount paid pursuant to the terms of this Letter of Understanding, whether expressed in monetary or mileage terms, will not be included in calculating an employee's total mileage in the working month.

**16.6**

- (a)** Employees attending a training course who fail to qualify in accordance with the Regulations for their occupational category will not work until they become so qualified.
- (b)** To the extent that an instructor/examiner is available, instruction and/or re-examination, as desired by the employee, may be arranged outside the hours of the normal training course at no additional cost to the Company. Alternatively, and again dependent on the availability of a qualified instructor/examiner, the employee may arrange to qualify in whatever subject areas required at the home terminal or other location at no cost to the Company.
- (c)** The provisions of paragraphs 16.2 to 16.6 included will not again apply to employees taking subsequent training or instruction as a result of failure to qualify on their first attempt. Any further training instruction or re-examination will be at the employee's own expense.

**16.7** The provisions of this Article will only apply to employees directed to take training in connection with periodic examination in the subjects mandated by the Railway Employee Qualifications Standards Regulations.

**16.8** The provisions of this Article dealing with payment for rules examination, specifically paragraph 71.2 of Article 71 of Agreement 4.16, paragraph 125.2 of Article 125 of Agreement 4.3 and paragraph 16.2 of Article 16 of Agreement 4.2 shall not apply to employees paid for instruction and examination pursuant to this Article.

## ARTICLE 17

### **Benefit, Dental and Extended Health Care Plans**

#### **Benefit Plan for Train and Engine Service Employees**

**17.1** Benefits shall be available in accordance with the terms of the Agreement revised August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

#### **Dental Plan**

**17.2** Benefits shall be available in accordance with the terms of the Agreement revised August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

#### **Extended Health Care Plan**

**17.3** Benefits shall be available in accordance with the Extended Health Care Plan revised August 18, 1986, as amended. The Agreement of August 18, 1986 is not reproduced here.

#### **Life Insurance Upon Retirement**

**17.4** An employee who retires from the service of the Company subsequent to January 1, 1991 will, provided such employee is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled upon retirement, to a \$5,000.00 life insurance policy fully paid up by the Company.

## **Bereavement Leave**

**17.5** An employee who has not less than 3 months of cumulative compensated service shall, due to the death of the employee's spouse, child, parent, grandparent, step-parent, mother-in-law, father-in-law, brother, sister, step-brother, step-sister or grandchild, be entitled to three consecutive calendar days bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such three calendar days.

**NOTE:** In the application of this Article, "employee's spouse" means the person who is legally married to the employee and who is residing with or supported by the employee, provided that, if there is no legally married spouse, it means the person that qualifies as spouse under the definition of that word in Section 2 (1) of the **Canadian Human Rights Benefits Regulations**, as long as such person is residing with the employee.

## **ARTICLE 18 General Holidays**

**18.1** An employee who qualifies in accordance with paragraph 18.2 hereof, shall be granted a holiday with pay on the following general holidays, including general holidays falling on an employee's rest day:

<b>Québec</b>	<b>Others</b>	
New Year's Day	X	X
January 2nd	X	X
Good Friday	X	X
Victoria Day	X	X
National Day	X	
Canada Day	X	X
First Monday in August	X	X
Labour Day	X	X

Thanksgiving Day	X	X
Remembrance Day		X
Christmas Day	X	X
Boxing Day	X	X

**NOTE:** If the Government of Canada designates Heritage Day or such other day as a general holiday, the day so designated by the Government shall be substituted for the first Monday in August in the province of Quebec and for January 2nd in the other provinces.

**18.2** In order to qualify for pay on any of the holidays specified in paragraph 18.1, an employee shall have completed 30 days of continuous employment relationship and in addition:

(a) Shall commence a shift or tour of duty on the general holidays;

OR

(b) Shall be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday;

**NOTE:** Provided that an employee is available for work on the general holiday, absences from shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this sub-paragraph (b).

AND

(c) Unless cancelled, shall be available for duty on such holiday if it occurs on one of his work days

excluding vacation days.

An employee under rest for any portion of a holiday where the rest booked pursuant to article 18 is 12 hours or less consecutive with his last shift or tour of duty shall not be considered unavailable, under this sub-paragraph (c), because of such rest period.

This sub-paragraph (c) shall not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualifies for weekly indemnity benefits because of illness on such holiday.

**NOTE:** Regularly assigned employees who are notified by bulletin that their assignment is to be cancelled on a general holiday, but who are later required on the holiday, will be advised prior to the completion of their last shift or tour of duty immediately preceding the holiday that their services will be required on the holiday. If so advised, they will protect their assignment. If not so advised, but their assignment operates on the holiday, such regularly assigned employee will be called to protect the assignment; however, in the event that such regularly assigned employees who were not so advised cannot be contacted, they will not be disqualified from general holiday pay as a result thereof. In the application of this provision, it is understood that, if the regularly assigned employee is unavailable, the position will be filled in accordance with the terms of the collective agreement and no grievance or time claim will be entertained as a result thereof.

- (d)** In the application of sub-paragraph (b) of this paragraph 18.2, a regularly assigned employee who has been cancelled on an assigned working day will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.
- (e)** In the application of sub-paragraph (b) of this paragraph, an employee who is absent from a shift(s) or tour(s) of duty because of being granted leave for Union business to attend a Company initiated meeting, will include such days absent in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

**18.3** A qualified employee whose vacation period coincides with a general holiday specified in paragraph 18.1 hereof shall be paid the amount specified for his classification in paragraph 18.5.

**18.4** An employee who does not qualify under paragraph 18.2 with respect to pay for a general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of the Wage Agreement.

**18.5** An employee qualified under paragraph 18.2 hereof and who is not required to work on a general holiday shall be paid a day's pay at the rate of the traffic coordinator's or assistant traffic coordinator's position he would have filled had he worked on the holiday. Such payment shall be calculated as provided in paragraph 1.5 of article 1.

**18.6** An employee qualified under paragraph 18.2 hereof and who is required to work on a general holiday shall be paid, in addition to the pay provided in paragraph 32.5 hereof at a rate equal to one and one-half times the pro-rata of pay for the actual time worked by him on that

holiday with a minimum of 5 hours and 20 minutes for which 5 hours and 20 minutes' service may be required. When more than one shift or tour of duty is worked by an employee on a general holiday, the provisions of this paragraph 18.6 shall apply only to the first eight hours worked.

**18.7** Shifts or tours of duty commencing between 0001 hours and 2359 hours, both inclusive, on the general holiday specified in paragraph 18.1 or this article shall be considered as work on that holiday.

**18.8** For the purpose of this article, deadheading, for which compensation is paid under another agreement shall be deemed to be a tour of duty worked.

**18.9** The application of this article shall not result in a duplicate payment consequent upon the inclusion of a general holiday provision in any other agreement.

**18.10** Employees on Company business will have their General Holiday pay based on their last working tour of duty.

## ARTICLE 19 **Annual Vacation**

**19.1** An employee who at the beginning of the calendar year is not qualified for vacation under paragraph 19.2 hereof will be allowed one calendar day's vacation for each twenty-six days worked and/or available for service, or major portion of such days during the preceding calendar year with a maximum of two weeks. Compensation for such vacation will be 4% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 19.2.

**19.2** Subject to the provisions of paragraph 19.3 hereof,

an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 19.4 hereof.

**19.3** An employee covered by paragraph 19.2 hereof will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he has rendered compensated service in 40 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 19.1 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**19.4** Subject to the provisions of paragraph 19.5 hereof, an employee, who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years and who has rendered compensated service in 90 calendar months, calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 13 days worked and/or available for service, or major portion of such days during the preceding calendar year, with a maximum of four weeks. Compensation for such vacation will be 8% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation

under paragraph 19.6 hereof.

**19.5** An employee covered by paragraph 19.4 hereof will be entitled to vacation on the basis outlined therein if on his tenth or subsequent service anniversary date he has rendered compensated service in 100 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 19.2 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**19.6** Subject to the provisions of paragraph 19.7 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and who has rendered compensated service in 190 calendar months, calculated from date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 10 days worked and/or available for service or major portion of such days, during the preceding calendar year, with a maximum of five weeks. Compensation for such vacation will be 10% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 19.8 hereof.

**19.7** An employee covered by paragraph 19.6 hereof will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he has rendered compensated service in 200 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 19.4 hereof. Any vacation granted for which the employee does

not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**19.8** Subject to the provisions of paragraphs 19.9 and 19.10 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and who has rendered compensated service in 280 calendar months, calculated from date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 8-2/3 days worked and/or available for service or major portion of such days, during the preceding calendar year, with a maximum of six weeks. Compensation for such vacation will be 12% of the gross wages of the employee during the preceding calendar year.

**19.9** An employee covered by paragraph 19.8 hereof will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he has rendered compensated service in 290 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 19.6 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

**19.10** In the application of paragraph 19.8 hereof, the Company will have the option of:

- (a) scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro-rata rates; or
- (b) splitting the vacation on the basis of five weeks and

one week.

**19.11** In computing service under paragraphs 19.1 to 19.9 inclusive, days worked in any position covered by similar vacation rules will be accumulated for the purpose of qualifying for vacation with pay.

**19.12** Subject to the provisions of paragraphs 19.3, 19.5, 19.7, and 19.9 an employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with, shall be paid an amount appropriate to his service entitlement calculated as provided for in paragraphs 19.1 to 19.9 inclusive, for any vacation due him up to the time of termination of his service.

**19.13** An employee who at the time of termination of his service has not qualified for vacation as provided for in paragraph 19.1 hereof shall be paid 4% of his gross earnings for the calendar year in which his service is terminated.

**19.14** An employee who leaves the service of his own accord, or is dismissed for cause and not reinstated in the service within two years of date of such dismissal, will if subsequently returned to the service, be required to again qualify for vacation with pay as per paragraphs 19.1 to 19.9 inclusive.

**19.15** In the event of death of an employee, vacation pay to which he is entitled up to the time of his death will be paid to the estate of the deceased.

**19.16** An employee who is laid off during the year and who has not been recalled at the beginning of the ensuing calendar year will have the right to request on two weeks' notice vacation pay due at any time during the ensuing calendar year prior to being recalled to service.

**19.17** Time off because of layoff, bona fide illness, injury,

or attendance to organization business (except on full-time basis), shall be included for qualification purposes in paragraphs 19.1 to 19.9 inclusive.

**NOTE:** In the application of this paragraph the words "(except on full-time basis)" do not apply to employees covered by the provisions of paragraph 19.1 of article 19.

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

**19.19** Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Company.

**19.20** 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 local chairman of the Union.

**19.21** 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.

**19.22** An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company reschedules an employee's scheduled vacation dates other than on request of the employee; by mutual agreement with the employee; or where the vacation is rescheduled under paragraphs 19.20 and 19.21 above, he shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

For each calendar day during his originally scheduled vacation period on which he performs service or is available for service, one-seventh of 1% of the employee's gross wages during the preceding calendar year; payable during the period of his rescheduled vacation dates.

The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This paragraph 19.22 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

**19.23** 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.

ARTICLE 20  
**Transportation**

**20.1** Traffic coordinators transferred by direction of Management to positions which necessitate a change of residence, will receive transportation for themselves, dependent members of their families, and household goods, in accordance with the Company's regulations, and will suffer no loss of time in consequence thereof; such loss of time not to exceed two days, unless otherwise specially arranged.

**20.2** Traffic coordinators exercising seniority rights to positions which necessitate a change in residence, will receive free transportation for themselves, dependent members of their families, and household goods, in accordance with the Company's regulations.

ARTICLE 21  
**Reduction in Staff**

**21.1** Traffic Coordinators affected by a displacement from a permanent assignment will be required within seventy-two (72) hours from the time notified to exercise seniority in the following order:

- (1)** Traffic Coordinator position at their home location; if none,
- (2)** May elect to exercise to any Traffic Coordinator position in their seniority grouping; or,
- (3)** May elect to exercise their seniority in accordance with the applicable provisions of the Collective Agreement.

ARTICLE 22  
**Material Changes in Working Conditions**

**22.1** The Company will not initiate any material change in working conditions which will have materially adverse effects on employees without giving as much advance notice as possible to the General Chairman concerned, along with a full description thereof and with appropriate details as to the contemplated effects upon employees concerned. No material change will be made until agreement is reached or a decision has been rendered in accordance with the provisions of paragraph 22.1 of this article.

**(a)** The Company will negotiate with the Union measures other than the benefits covered by paragraphs 22.2 and 22.3 of this article to minimize such adverse effects of the material change on employees who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in Agreement provisions considered necessary for the implementation of a material change is also subject to negotiation.

**(b)** While not necessarily limited thereto, the measures to minimize adverse effects considered negotiable under sub-paragraph (a) above may include the following:

- (1)** Appropriate timing
- (2)** Appropriate phasing
- (3)** Hours on duty
- (4)** Work distribution
- (5)** Adequate accommodation
- (6)** Bulletining
- (7)** Seniority arrangements
- (8)** Layoff Benefits
- (9)** Severance Pay
- (10)** Maintenance of basic rates

The foregoing list is not intended to imply that any particular item will necessarily form part of any

agreement negotiated in respect of a material change in working conditions.

- (c) The negotiations referred to in sub-paragraph (a) above shall be conducted between the Regional Vice-President (or his delegate) and the General Chairman and shall commence within 20 days of the Date of the notice specified in this paragraph 22.1. If the negotiations do not result in mutual agreement within 30 calendar days of their commencement, the issue or issues, remaining in dispute shall, within seven days of the cessation of negotiations, be referred to the Assistant Vice-President - Labour Relations, of the Company and the Vice-President of the Union for mediation by a Board of Review composed of two senior officers from each party. Such referral shall be accompanied by a Joint Statement of Issue, or Issues, remaining in dispute together with a copy of the notices served by the Company on the Union under this paragraph 22.1 and a summary of the items agreed upon.

In the event neither party desires to submit the issue, or issues, remaining in dispute to a Board of Review the dispute shall be referred to the Arbitrator as provided in sub-paragraph (d) below.

- (d) The Board of Review shall, within 20 days from the date of reference of the dispute, make its findings and recommendations. If the Board is unable to arrive at a decision within the time limits specified herein or such extended time limits as provided for in sub-paragraph (e) hereof, or if its recommendations are not agreeable to either party, a joint Statement of Issue, or Issues, remaining in dispute may be referred within seven days by either party to a single arbitrator who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of

#### Arbitration.

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

The Arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render his decision together with reasons therefor in writing within 15 days of the completion of the hearing.

At the hearing before the Arbitrator, argument may be presented orally or in writing and each party may call such witnesses as it deems necessary.

- (e)** Time limits specified in sub-paragraphs (c) and (d) above may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of the decision.
- (f)** The decision of the Arbitrator shall be confined to the issue or issues placed before him which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in Agreement provisions considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.

- g)** The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.
- (h)** The appointment of the Arbitrator referred to in sub-paragraph (d) above may be revoked at any time by either party upon 60 days written notice to the other and replaced by mutual agreement between the parties.
- (i)** In the event either party serves notice as provided in subparagraph (h) above, or the permanent arbitrator serves notice on the parties of his intention to terminate his appointment, and there are disputes requiring final determination during a period in which there is no permanent arbitrator, the parties will, within 27 days of cessation of negotiations at the regional level, agree upon an arbitrator to hear such dispute. If the parties cannot agree on the selection of an arbitrator, either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute. Such ad hoc arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in sub-paragraph (d), and by the provision of sub-paragraph (f) above.
- (j)** Notwithstanding the provisions of this paragraph 22.1, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.
- (k)** This article does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which

employees are engaged.

- (l) A dispute concerning the applicability of this article to a change in working conditions will be processed as a grievance by the General Chairman direct to the Regional Vice-President, and must be presented within 60 days from the date of the cause of the grievance.

### **Relocation Expenses**

**22.2** The benefits set forth in this paragraph 22.2 shall be allowed, where applicable, to an eligible employee. They shall apply to an eligible employee only once for each change.

**(a)** Eligibility

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled.

**(b)** An employee:

- (i) must have 24 months cumulative compensated service (to establish one month of cumulated compensated service, an employee must, for the purposes of this article, in that month have worked and/or been available for service on 21 days or major portion thereof);
- (ii) must occupy unfurnished living accommodation to be eligible for benefits under sub-paragraphs (d), (h) and (i) of this paragraph 22.2;
- (iii) must establish that it is impractical for him to commute daily to new location.

## **Relocation Benefits**

- (c)** Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
- (d)** An allowance of up to \$ 730.00 for incidental expenses actually incurred as a result of relocation.
- (e)** Reasonable transportation expenses from his former location to his new location, by rail or, if authorized, by bus or employee-owned automobile, and up to \$185.00 for an employee without dependents, and an additional amount of \$80.00 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this sub-paragraph, a spouse will be considered as a dependent.
- (f)** Upon authorization, an employee may drive his automobile to his new location at an allowance of 28 cents per kilometer.
- (g)** In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.

- (h)** Reimbursement for loss sustained on the sale of a relocating employee's private home which he occupied as a year-round residence, provided that the Company is given the right in priority to everyone to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.

The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "A" of this agreement.

An eligible employee who desired to sell his house and receive any benefit to which he may be entitled under this sub-paragraph (h) must advise the Company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this sub-paragraph (h) if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this sub-paragraph (h) must be made within 12 months of the final determination of value.

- (i)** Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,750.00. Receipts shall be required.
- (j)** If an employee who is eligible for moving expenses does not wish to move his or her household to his

new location, such employee may opt for a monthly allowance of \$185.00 which will be payable, so long as he or she remains at the new location, for a maximum of 12 months from the date of transfer to the new location. An employee claiming under this sub-paragraph (j) may elect within such 12-month period to move his or her household effects, in which case the amount paid out under this sub-paragraph (j) shall not be deducted from the relocation expenses allowable.

- (k)** Alternatively to sub-paragraph (h), the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he occupied as a year-round residence, except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

### **Early Retirement Allowance**

**22.3** An employee whose position is abolished by a change made under the provisions of paragraph 22.1 of this article or who is displaced by a senior employee, such displacement being brought about directly by and at the time of implementation of such change will, if he is eligible to receive an early retirement pension with an actuarial cutback, be entitled to receive:

- (a)** An allowance of \$60.00 per month commencing in the month immediately following the last month in which the employee received wages and continuing

each month until the date at which he would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;

OR

(b) A lump sum payment calculated as follows:

<b>Age at Retirement</b>	<b>Lump sum equivalent of the total value of monthly allowances he could have received under this provision</b>
55	75% up to 60 months entitlement
56	80% up to 48 months entitlement
57	85% up to 36 months entitlement
58	90% up to 24 months entitlement
59	95% up to 12 months entitlement

An employee who elects benefits under this paragraph 22.3 will not be entitled to any other benefits provided elsewhere in this article.

The early retirement allowance will cease upon the death of the employee.

**22.4** The benefits granted under this article shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

#### **Canada Labour Code**

**22.5** This article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 150, 152 and 153, Part V of the Canada Labour Code do not apply. The provisions of this article are intended, as well, to minimize the impact of termination of employment on the

employees represented herein and Sections 60.11 to 60.15 inclusive of Part III of the Canada Labour Code do not apply.

**ARTICLE 23**  
**Attending Court**

**23.1** Traffic coordinators who lose time by reason of being required to attend Court or Coroner's inquest, or to appear as witnesses in cases in which the Company is involved, will be paid for time so lost.

**23.2** If no time is lost, they will be paid for actual time held, with a minimum of two hours at pro-rata rate.

**23.3** Necessary actual expenses while away from home terminal will be allowed on production of receipts.

**23.4** Any fee or mileage accruing shall be assigned to the Company.

**ARTICLE 24**  
**Jury Duty**

**24.1** An employee summoned for jury duty and who is required to lose time from his assignment as a result thereof shall be paid for actual time lost less the amount allowed him for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation subject to the following requirements and limitations:

**(a)** An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

- (b)** The number of working days for which jury duty shall be paid is limited to a maximum of 90 days in any calendar year.
- (c)** No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.
- (d)** Notwithstanding the provisions contained in the last sentence of sub-paragraph 24.1(c) an employee's annual vacation will, if he or she so requests, be rescheduled if it falls during a period of jury duty.

#### ARTICLE 25

#### **Leave of Absence and Protection of Seniority for Elective Union Positions**

**25.1** Employees elected to Grand Lodge Office or as a General or Local Chairman, or as a delegate to any Union activity requiring leave of absence, shall be granted such leave for the term of the office or until completing the activity, as the case may be, for which leave of absence was granted. Application for, or renewal of , such leave must be made by the Union to: the applicant's immediate supervisor for leave of 30 days or less; and the Vice-President of the Region on which the applicant is employed for leave of more than 30 days. Pass transportation will be granted in accordance with Company policy.

### **For Appointive Union Positions**

**25.2** Item 10 February 13 m of a. Leave of absence to appointive Union positions such as Special Representative and Organizer, may be granted at Management's discretion, for a period not in excess of one year, in accordance with Company policy.

### **For Other Reasons**

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

**25.4** Leave of absence shall not be granted under paragraph 25.3, for the purpose of engaging in work outside of the Company's service, except in cases involving sickness or other exceptional circumstances when such leave is approved by the proper officer of the Company and the General Chairman.

**25.5** All applications for leave of absence 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 leave of absence must be obtained in writing.

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

**25.7** Employees on authorized leave of absence will retain and accumulate seniority rights. On resuming duty the provisions of paragraph 4.11 of article 4 will apply.

#### **Returning from Absence for Any Reason**

**25.8** Employees returning to duty from an absence for any reason must report their availability for duty at least three hours in advance of the starting time of resuming their regular assignment.

**NOTE:** The provisions of this paragraph will not apply to traffic coordinators returning to duty from annual vacation.

### ARTICLE 26

#### **Manning of Assignments in Case of Work Stoppage**

**26.1** The parties to this agreement agree that in the case of a work stoppage by employees in the railway industry which would cause a major disruption in assignments, every effort should be made to avoid such disruptions.

**26.2** To avoid such disruptions the local supervisory officer of the Company and the local chairman of the Union will, as soon as possible, enter into such local arrangements in writing as may be required.

**26.3** If no local arrangements are entered into pursuant to paragraph 26.2 hereof the following conditions will apply:

- (a)** If an assignment is cancelled the incumbent will stay on such assignment, in which event, the period of cancellation will not exceed two consecutive calendar days.

- (b)** Assignments which are abolished will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignments will be manned on a first-in, first-out basis by the traffic coordinators whose positions have been abolished.
- (c)** When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he held at the time of the abolishment.

**26.4**

- (a)** To avoid such disruptions the following conditions will apply:

  - (i)** Assignments will be abolished as necessary to meet the requirements of the service and will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignment will be performed by unassigned yardmasters.
  - (ii)** Employees whose assignments are abolished will be permitted to exercise their seniority on a temporary basis in accordance with the displacement provisions of this Agreement.
  - (iii)** When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he held at the time of abolishment.

## ARTICLE 27

### **Use of Communication Systems**

**27.1** It is recognized that pursuant to the Uniform Code of Operating Rules and Special Instructions relating thereto, the use of the Railway radio communication system is a part of the duties of employees covered by this agreement.

**27.2** In the application of this article employees will carry portable radios and use radios to give and take information as required in the performance of their duties. It is not the intention that existing responsibilities or duties of traffic coordinators be reduced or amended by this article.

**27.3** Portable radios used and carried by traffic coordinators will not exceed 3 pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets.

**27.4** Subject always to the proper application of the Uniform Code of Operating Rules and Special Instructions relating thereto traffic coordinators will not be held responsible for accidents caused by failure of radio equipment to properly function.

**27.5** At locations where radio is used sufficient frequency channels will be utilized to provide safe communications.

## ARTICLE 28

### **Use of Masculine Gender**

**28.1** The use of the masculine gender in this agreement includes the feminine.

## ARTICLE 29

### **Held for Investigation or Company Business**

**29.1** Traffic coordinators who are held for Company's investigations or on Company business on the order of the proper officer, will be paid as provided in paragraphs 29.2 and 29.3

**29.2** Traffic coordinators in assigned service will be paid for actual time lost; when no time is lost pay will be allowed hour for hour for the first eight hours in each twenty-four hours so held (computed from time required to report or to deadhead) on the basis of one-eighth of the daily rate applicable to the service in which usually engaged.

**29.3** Traffic coordinators in unassigned service or on the spare board will be allowed pay hour for hour for the first eight hours in each twenty-four hours so held (computed from time required to report or to deadhead) on the basis of one-eighth of the daily rate applicable to the service in which usually engaged, and if they lose their turn, pay will be allowed for a full day of eight hours or actual time lost when such time can be clearly determined. Employees who lose their turn will take their standing on the board as from the time they are released.

**29.4** Actual reasonable expenses will be allowed when away from home terminal.

**29.5** In the application of this article no allowance will be made for deadheading.

ARTICLE 30  
**Discipline**

**30.1** No employees will be disciplined or dismissed until the charges against them have been investigated; the investigation to be presided over by the employee's superior officers.

Employees may, however, be held off for investigation not exceeding three days, and will be properly notified in writing and at least 48 hours in advance of the charges against them. Employees may select an accredited representative to appear with them at the investigation, and the employee and such 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 witnesses whose evidence may have a bearing on the employee's responsibility. Questions and answers will be recorded. The employee will be furnished with a copy of his or her statement taken at the investigation.

Unless otherwise mutually agreed, the employee must be advised in writing of the decision within 28 days from the date the employee's statement is completed. If a decision is not rendered within the 28 days, the employee will be considered to be exonerated. When a request for an extension in the time limit is made, concurrence will not be unreasonably withheld. If not satisfied with the decision they will have the right to appeal in accordance with the grievance procedure. On request, the General Chairman will be shown all evidence in the case. In case discipline or dismissal is found to be unjust, the employee will be exonerated, reinstated if dismissed, and paid a minimum day for each twenty-four hours for time held out of service at schedule rates for the class of service in which last employed. When employees are to be disciplined, the discipline will be put into effect within 30 days from the date investigation is held.

**30.2** It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable. Employees will not be held out of service pending rendering of decision except in cases of dismissable offences.

**30.3** No discrimination will be made in the employment, retention or conditions of employment of traffic coordinators because of membership or non-membership in labour organizations.

**30.4**

**(a)** Employees will not be taken away from their home terminal for investigation except when the situation renders such action unavoidable.

**(b)** An employee who is instructed to report for investigation at a location other than his home terminal, whether or not responsibility in the matter under investigation is subsequently attached, i.e., subject to discipline, shall nevertheless be paid for actual time spent travelling, hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at the pro rata rate of pay.

ARTICLE 31

**Interpretation of Agreement**

**31.1** Any question of interpretation of this agreement which may arise will be taken up by the General Chairman with the proper officer of the Company.

ARTICLE 32  
**Grievance Procedure**

**32.1** A grievance concerning the interpretation or alleged violation of this agreement (including one involving a time claim) shall be processed in the following manner:

An appeal against discharge, suspension, demerit marks in excess of thirty and restrictions (including medical restrictions) shall be initiated at Step 3 of this grievance procedure. All other appeals against discipline imposed shall be initiated at Step 2 of this grievance procedure.

**(a)** Step 1 - Presentation of Grievance to Immediate Supervisor

Within 60 calendar days from the date of cause of grievance the employee or the Local Chairman may present the grievance in writing to the immediate supervisor. The grievance shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement and identify the specific provisions involved. The supervisor will give his decision in writing within 60 calendar days of receipt of the grievance. In case of declination the supervisor will state his reasons for the decision in relation to the statement of grievance submitted. Time claims which have been declined or altered by an immediate supervisor or his delegate will be considered as being handled at Step 1.

**(b)** Step 2 - Appeal to District Superintendent (Transportation)

Within 60 calendar days of the date of the decision under Step 1, or in the case of an appeal against discipline imposed within 30 calendar days of the date on which the employee was notified of the discipline assessed, the Local Chairman may appeal the decision in writing to the District Superintendent (Transportation). The appeal shall include a written statement of grievance as it concerns the interpretation or alleged violation of the agreement, and identify the specific provisions involved.

The written statement in the case of an appeal against discipline imposed shall outline the Union's contention as to why the discipline should be reduced or removed.

The decision will be rendered in writing within 60 calendar days of receipt of the appeal. In the case of declination, the decision will contain the Company's reasons in relation to the written statement of grievance submitted.

**(c)** Step 3 - Appeal to Regional Vice-President

Within 60 calendar days of the date of the decision under Step 2 the General Chairman may appeal the decision in writing to the Vice-President.

The appeal shall be accompanied by the Union's contention, and all relevant information concerning the grievance and shall:

- (i) be examined in a meeting between the Vice-President or his delegate, and the General Chairman within 60 calendar days of the date of the appeal. The Vice-President shall render his decision in writing within 30 calendar days of the date on which the meeting took place; or
- (ii) should the Vice-President consider that a meeting on a particular grievance is not required, he will so advise the General Chairman and render his decision in writing within 60 calendar days of the date of the appeal.

### **Final Settlement of Disputes**

**32.2** A grievance which is not settled at the Vice-President's Step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

**32.3** A request for arbitration shall be made within 60 calendar days from the date decision is rendered in writing by the Vice-President by filing written notice thereof with the Canadian Railway Office of Arbitration and on the same date a copy of such filed notice will be transmitted to the other party to the grievance.

### **General**

**32.4** Any grievance not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contentions of the Union in that case or in respect of other similar claims. Where a decision is not rendered by the appropriate officer of the Company within the prescribed

time limits, the grievance may, except as provided in the following paragraph 32.5, be progressed to the next step in the grievance procedure.

**32.5** In the application of paragraph 32.1 to a grievance concerning an alleged violation which involves a disputed time claim, if a decision is not rendered by the appropriate officer of the Company within the time limits specified, such time claim will be paid. Payment of time claims in such circumstances will not constitute a precedent or waiver of the contentions of the Company in that case or in respect of other similar claims.

**32.6** When provision is made in this article for the appeal of a grievance to a designated Company officer, the Company may substitute another Regional or District officer for the officer designated by advising the General Chairman concerned in writing.

**32.7** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of ninety calendar days prior to the date that such grievance was submitted at the first applicable Step of the grievance procedure.

**32.8** Time limits specified in this article may be extended by mutual agreement.

**32.9** When a recorded conversation may be relevant to the disposition of a grievance, the Local Chairman may make a request to hear a specific recorded conversation. Such requests must be made within 60 days from the date of the conversation. Arrangements will then be made to permit the Local Chairman to listen to the recorded conversation.

## **Non-Allowance of Time Claimed**

**32.10** When there is a question regarding the time or mileage to be paid for, any portion not in dispute will be allowed, and the traffic coordinator advised within thirty calendar days from the date of receipt of ticket regarding the portion which is not allowed together with reason why not allowed, otherwise such claim will be paid. In cases where all time or mileage claimed on any time return is disallowed such time return will be within thirty calendar days returned to the traffic coordinator through the proper officer of the Company, otherwise such claim will be paid.

### **32.11**

- (a)** An employee will be considered short paid when not in receipt of wages to which entitled on the designated pay day for the pay period in which the claim for such wages was submitted.
  
- (b)** An employee who has been short paid may request of the designated officer the issuance of a voucher to cover such shortage. Employees may make such request initially by telephone or faxmittal. The voucher will be issued within three working days (i.e., excluding week-ends and General Holidays) of the employee's request provided that:
  - (i)** the amount short paid is equivalent to or more than a basic day; and
  
  - (ii)** in the case of an initial request by telephone, the original of the written request has been received.

In the case of a request by faxmittal, the voucher will be issued within three days referred to above. However, the original of the designated form must subsequently be forwarded to the designated officer.

- (c) Vouchers will not be issued in respect to:
  - (i) maintenance of earnings claims.
  - (ii) claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

ARTICLE 33  
**Certificate of Service**

**33.1** When an employee is discharged or resigns, he will, as soon as possible, be paid, and given a certificate, on request, stating time of service and what capacities he was employed.

ARTICLE 34  
**Spareboards**

**34.1** This will confirm that the parties agree to establish spareboards at Vancouver, Edmonton, Winnipeg, Montreal and Toronto and other locations as mutually agreed. In this respect, it was agreed overtime would be allocated to the spareboards. However, when it could be shown that no additional cost would be incurred the parties could come to other arrangements.

ARTICLE 35  
**Printing of Collective Agreement**

**35.1** The Company undertakes the responsibility for the printing of this collective agreement as may be required from time to time and will absorb the cost of printing as well as the cost of delivery of sufficient copies to the Local Chairman. This will include such costs incurred with the printing and delivery of updated pages.

ARTICLE 36

**General**

**36.1** Any employee assigned to official Company service of five (5) days or more or 40 hours or more must take two (2) consecutive days off before returning to any assignment for which they hold work.

**DURATION OF AGREEMENT**

- a) The foregoing changes are in full settlement of all issues raised by either party on or subsequent to October 1, 1997, identified in the Memorandum of Settlement signed at Montreal, Quebec on February 13, 1998.
- b) This agreement supersedes all previous agreements, rulings or interpretations which are in conflict therewith and shall remain in full force and effect until December 31, 2000. and thereafter, subject to 90 days notice in writing by either party to this agreement of its desire to revise, amend or terminate it. Such notice may be served any time subsequent to September 30, 2000.

Signed at Montreal, Quebec this 13th day of February 1998.

FOR CANADIAN NATIONAL RAILWAY COMPANY  
OPERATING UNIONS

FOR THE CANADIAN COUNCIL OF RAILWAY  
OPERATING UNIONS

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

**(Sgd)** W.G. Scarrow  
Vice-Chairperson

**(Sgd)**R. LeBel

**(Sgd)** D.W. Coughlin  
Director Labour Relations

**(Sgd)** R. Long  
General Chairperson

**(Sgd)** M.P. Gregotski  
General Chairperson

**(Sgd)** B. Henry  
General Chairperson

## **APPENDIX A**

### **Appraisal Procedure**

When an affected employee desires to sell his home under the provisions of sub-paragraph (h) of paragraph 22.2 of which this Appendix A forms part, the following procedure will apply:

- (a)** In advising the Company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in sample form attached, including his opinion as to the fair market value of his house.
- (b)** This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c)** Within 15 calendar days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-paragraph (h) of paragraph 22.2 of Article 22.
- (d)** If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix A.

- (e)** If such joint conference does not resolve the matter within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of Article 22 and such price shall be binding on both parties.
- (f)** The employee and Company officer concerned shall endeavor to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g)** The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix A, nor with such appraiser's employee, fellow employee or partner.
- (h)** The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Company.

**PARTICULARS OF HOUSE TO BE SOLD**

Name of Owner

Address

No. Street City-Town

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

Year Built .....

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

Type of Construction,  
i.e., brick, veneer, stucco, clapboard .....

Finished Basement: Yes ..... No .....

Type of Heating, i.e., oil, coal, gas, electricity .....

Garage: Yes ..... No.....

Size of Lot.....

Fair Market Value: \$.....

Other Comments .....

Date: Signature:



**COMPANY LETTERS  
MEMORANDA OF AGREEMENTS  
AND  
LETTERS OF UNDERSTANDING**

**ADDENDUM NO. 1**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Atlantic, St. Lawrence, Great Lakes,  
Prairie, and Mountain Regions**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union.

IT IS AGREED that the Union Dues Agreement signed at Montreal, Quebec, February 16, 1955, in respect of the payment of union dues as a condition of continued preference of employment is suspended for those employees represented by the United Transportation Union and employed by the Canadian National Railway Company, Lines in Canada, covered by Agreements 4.1, 4.2, 4.16, 4.17, and 4.22, and the following is substituted in lieu thereof:

- \*1. Subject to the conditions and exceptions set forth herein, such employees who, as of 0001 hours on the first calendar day of the month, are assigned to a working list of employees governed by Agreements 4.2, 4.3, or 4.16, will have deducted by the Company on the payroll which includes the 24th calendar day of each month from the wages due and payable to each employee coming within the scope of this agreement, monthly regular union dues of each Local of the United Transportation Union. (U.T.U.)
- \*2. The amount to be deducted will not be changed during the term of the applicable Agreement excepting to conform with a change in the amount of regular union dues of the United Transportation Union in accordance with its constitutional provisions.

- \*3.** The Union will forward a master computer tape list to the System Manager, Payroll Accounting, Montreal, Quebec, which will contain the employee's name, Personal Identification Number (PIN) and the amount to be deducted. This list will be submitted on or before the first Monday of each established second payroll period.
- (a)** A designated officer of the Union will arrange for necessary additions or deletions to the master computer tape list account change in work status, resignation, retirement, etc., on or before the first Monday of each established second payroll period.
- (b)** Any adjustments to the amount of the Union dues deducted from an employee will be adjusted directly between the employee and the U.T.U. However, if a dispute develops between the employee and the U.T.U. as a result of an error in the amount deducted, the principles of Item 10 will continue to apply.
- (c)** The Company will assume no responsibility for the late receipt or non-delivery of the computer tapes. In the event of late or non-delivery of computer tapes, the Company will use the last tape received and any adjustments required therefrom will be made by the U.T.U.
- 4.** Membership in the United Transportation Union shall be available to any employee eligible under the provisions of the constitution of the Union. Membership shall not be denied for reasons of sex, race, national origin, colour, or religion.
- 5.** If the wages of an employee payable on the payroll for the period which includes the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company

in such month. The Company will not, because the employee did not have insufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.
7. The amounts of dues so deducted from wages less sums which may be withheld pursuant to Item 8 hereof accompanied by a statement of deductions from individuals will be remitted by the Company to the designated officer or officers of the Union, as may be mutually agreed by the Company and the Union, not later than 40 calendar days following the pay period in which the deductions are made.
8. The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.
9. Not more than one payment of union dues shall be made by any employee in any one month. Employees filling positions coming within the scope of more than one wage agreement in a month, shall pay union dues to the union holding the agreement under which the employee was assigned as at 0001 hours on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another union in accordance with the foregoing, application to the Company for refund of dues deducted under this

Agreement shall be made by such employee.

- 10.** The Company will not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions, or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Agreement will terminate at the time it remits the amount payable to the designated officer or officers of the Union.
- 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 this Agreement, each party will bear its own cost of such defense pursuant to this Agreement, each party will bear its own cost of such defense except that if at the request of the Union counsel fees are incurred these will be borne by the Union. Save as aforesaid the Union will 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.
- 12.** This Memorandum of Agreement is effective August 1, 1975, and shall remain in effect subject to 30 days' notice in writing from either party of desire to cancel it. If this Memorandum of Agreement is cancelled the provisions of the Memorandum of Agreement signed at Montreal, Quebec, February 16, 1955 in respect of the payment of union dues

as a condition of continued preference of employment with the railway company will automatically apply as from the first calendar day of the month following the expiration of 30 days' notice referred to in the first sentence of this Item.

Signed at Montreal, Quebec, this 30th day of April, 1975.

FOR THE COMPANY:

**(Sgd) S.T. Cooke**  
Assistant Vice-President  
Labour Relations

FOR THE UNION:

**(Sgd) H.R. Burnett**  
General Chairman

**(Sgd) G.E. McLellan**  
General Chairman

**(Sgd) P. LaRochelle**  
General Chairman

**(Sgd) F.R. Oliver**  
Assistant General Chairman

APPROVED:

**(Sgd) R.T. O'Brien**  
Vice-President

\* As amended by the Memorandum of Agreement dated October 26, 1989.

## ADDENDUM NO. 2

April 27, 1978

Mr. R.J. Proulx General Chairman United Transportation Union Quebec, Quebec	Mr. G.E. McLellan General Chairman United Transportation Union Toronto, Ontario
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Mr. H.R. Burnett  
General Chairman  
United Transportation Union  
Winnipeg, Manitoba

Gentlemen:

During the current round of negotiations, the Union submitted a proposal to provide a "runaround" rule in Agreement 4.2 covering Yardmasters and Assistant Yardmasters.

During our discussions of your proposal, the Company explained that a runaround rule only lends itself to situations where an employee's entitlement to work is established on the basis of his turn on a spare board, chain gang or other similar first-in, first-out procedures. However, in situations where an employee is entitled to certain work by reason of his seniority, which is the case with Relief Yardmasters, then the so-called "make whole" principle applies. This principle provides that an employee who is deprived of work entitlement which is based on the application of seniority is entitled to be paid the amount he would have earned had he properly been called for such work. In the application of this principle, where the employee worked in other classifications while entitled to work as Yardmaster, the amount of payment due would be the difference between what he actually earned and what he would have earned as Yardmaster. In another situation where the employee did not work at all, he would

be paid the full amount he would have earned had he been properly called as Yardmaster under the provisions of Agreement 4.2.

For the above reasons, the Company expressed the opinion that a runaround rule would have no application under Agreement 4.2 where, in all instances, entitlement to work is established on the basis of seniority and not on a first-in, first-out basis. We also stated that the Company presently applies the "make whole" principle outlined above.

On the basis of the foregoing, the Union agreed to withdraw its proposal for a runaround rule.

Yours truly,

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

**ADDENDUM NO. 3**

**INTENTIONALLY LEFT BLANK**

#### ADDENDUM NO. 4

August 27, 1982

Mr. R.J. Proulx General Chairman United Transportation Union Quebec, Quebec	Mr. G.E. McLellan General Chairman United Transportation Union Toronto, Ontario
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Mr. L.H. Manchester General Chairman United Transportation Union Winnipeg, Manitoba	Mr. O.W. Miles General Chairman United Transportation Union Aylmer, Quebec
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Mr. R.A. Bennett  
General Chairman  
United Transportation Union  
Toronto, Ontario

Gentlemen:

One of your joint demands submitted for the current round of negotiations seeks payment for Local Chairmen who attend Company initiated meetings. You said, for example, that such meetings could include those called to inform the Local Union officers of a new practice, such as the trial project on discipline, attendance at Health and Safety Committee meetings, a change to operations and so on.

The Company agreed that there is a need for a consistent method of reimbursement for local Union representatives who attend Company initiated meetings, seminars, etc. For our part however, payment would not accrue to Local Union officers for attendance at investigations, discussions related to grievances, making representation

on behalf of employees, discussions concerning mileage regulations or board adjustments, etc. since these and other allied activities are part of the Local Chairman's representative role as defined by his Union position and his/her reason for attendance at such discussions would normally come from, be caused by or be for the overall benefit of the membership represented.

Therefore, in accordance with the foregoing, when a Local Union officer is requested by a Company officer to attend a meeting on a matter initiated by the Company, such an employee will be compensated as follows on account of such attendance:

- (a)** where necessary to lose time, or a trip, reimbursement for actual time lost
  
- (b)** where available between trips or on a designated rest day:
  - (i)** 50 miles or four hours; or
  
  - (ii)** for time in excess of four hours, pro-rata payment on a minute basis
  
  - (iii)** payment hereunder will be at the rate of pay for the position and the class of service last performed;
  
- (c)** where necessary for any official Union representative to travel from another terminal or if such employees' assignments are located at other than the location of the meeting attended, they will be reimbursed for actual reasonable expenses for meals, travelling costs and hotel/motel accommodation (in addition to payment outlined in paragraphs (a) or (b) above). Expenses claimed

must be submitted on CN Form 3140B and receipts for each expense claimed must accompany such submission.

Yours truly,

**(Sgd) G.E. Morgan**

For: Vice-President Labour Relations

cc: Mr. R.T. O'Brien, Vice-President,  
United Transportation Union, Montreal, Quebec

## ADDENDUM NO. 5

August 27, 1982

Mr. R.J. Proulx	Mr. G.E. McLellan
General Chairman	General Chairman
United Transportation Union	United Transportation Union
Quebec, Quebec	Toronto, Ontario

Mr. L.H. Manchester	Mr. R.A. Bennett
General Chairman	General Chairman
United Transportation Union	United Transportation Union
Winnipeg, Manitoba	Toronto, Ontario

Gentlemen:

This has reference to your proposal to limit the application of the terms, conditions and benefits of those Agreements negotiated as a result of a Company notice served in accordance with the Adverse Effects/Material Change provisions of your Collective Agreement or similar notices, i.e., in accordance with the VIA Special Agreement, to those employees appearing on your respective seniority lists with the exception of those employees denoted as occupying an "excepted" position as Company officers.

The Union acknowledged they did not intend to unduly restrict the opportunity of any employee appearing on the appropriate seniority lists to generally exercise their seniority rights in accordance with the seniority provisions. However, they did wish to avoid an employee occupying an "excepted" position to exercise seniority for the sole purpose of obtaining those terms, conditions and benefits flowing from Agreements negotiated to minimize adverse effects of material changes.

Accordingly, the Union and the Company have agreed that, in respect of notices served in accordance with the above, the terms, conditions and benefits applicable thereto will not apply to those employees who were occupying an "excepted" position as Company officers 30 days prior to the date of such notice of change.

Yours truly,

**(Sgd) G.E. Morgan**

For: Vice-President  
Labour Relations

cc: Mr. R.T. O'Brien, Vice-President,  
United Transportation Union, Ottawa, Ontario

**ADDENDUM NO. 6**

**CANADIAN NATIONAL RAILWAY COMPANY  
Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union, in regard to the application of paragraph 3.1 of Article 3 and paragraph 24.11 of Article 24 of Agreement 4.2 at Toronto Terminal.

- (1)** Toronto Terminal will be zoned as shown hereunder:

Zone 1 - Mimico Yard

Zone 2 - Bathurst Street and West Toronto Yards

Zone 3 - Union Station and Toronto Maintenance  
Centre

Zone 4 - Don Yard

Zone 5 - Toronto Yard

Zone 6 - Malport Yard

- (2)** Paragraph 3.1 of Article 3 of Agreement 4.2 shall not apply at Toronto Terminal while this Memorandum of Agreement is in effect.
- (3)** The words "all regular assignments, in the yard in which employed, which are bulletined under the provisions of this Article", as used in paragraph 24.11 of Article 24 shall be interpreted to mean all regular assignments in the zone or zones in which qualified.
- (4)** Unassigned Yardmasters who desire to retain and accumulate seniority under Agreement 4.2, must protect, in seniority order, all relief work and extra service as Yardmaster and Assistant Yardmaster in the zone in which qualified, except that they may have up to ten hours off duty between tours of duty

if so desired.

Unassigned Yardmasters who fail to protect in seniority order all such relief work and extra service, shall forfeit their seniority rights and their names shall be removed from the seniority list.

The Memorandum of Agreement signed at Toronto, Ontario, June 24, 1971, in regard to the application of paragraph 3.1 of Article 3 and paragraph 24.11 of Article 24 of Agreement 4.2 at Toronto Terminal is hereby cancelled.

This Memorandum of Agreement is effective 28 June, 1985, and is subject to cancellation on thirty days' written notice by either party to the other.

Signed at Toronto, Ontario, this 17th day of June, 1985.

FOR THE COMPANY:

**(Sgd) W.A. McLeish**  
For: Vice-President  
Great Lakes Region

**(Sgd) M. Delgreco**  
For: Assistant Vice-President  
Labour Relations

FOR THE UNION:

**(Sgd) W.G. Scarrow**  
General Chairman

**ADDENDUM NO. 7**

January 8, 1986

Mr. B. Leclerc General Chairman United Transportation Union Suite 200 1026 St. Jean Street Quebec, Quebec G1R 1R7	Mr. W.G. Scarrow General Chairman United Transportation Union 486 North Christina St. Sarnia, Ontario N7T 5W4
---	--

Mr. D.J. Morgan  
General Chairman  
United Transportation Union  
779 Portage Avenue  
Winnipeg, Manitoba R3G 0N3

Gentlemen:

During the current round of negotiations, the Union submitted a proposal to have T-4 slips placed in sealed envelopes and mailed to the employee's residence.

The Company indicated that, for the reasons discussed with you, it was not prepared to mail T-4 slips to employees' residences. However, this will confirm that the appropriate arrangements will be made to have T-4 slips placed in sealed envelopes and delivered to points where statements of earnings are distributed.

Yours truly,

**(Sgd) J.A. Clark**  
Chief of Transportation

**ADDENDUM NO. 8**

January 8, 1986

Mr. B. Leclerc	Mr. W.G. Scarrow
General Chairman	General Chairman
United Transportation Union	United Transportation Union
Suite 200	486 North Christina St.
1026 St. Jean Street	Sarnia, Ontario
Quebec, Quebec GIR IR7	N7T 5W4

Mr. D.J. Morgan  
General Chairman  
United Transportation Union  
779 Portage Avenue  
Winnipeg, Manitoba R3G ON3

Gentlemen:

During the current round of negotiations, the Union submitted the following proposal:

Leave of absence for Union purposes not to affect vacation entitlement.

During discussions on this proposal, the Company indicated that it was prepared to count time spent by Union officers on Union business as "days worked and/or available" for the purpose of calculating the number of days vacation entitlement. This would apply to Union officers elected or appointed to any of the full or part-time positions set out in paragraphs 19.1 and 19.2 of Article 19 of Agreement 4.2. However, it was clearly stated that the calculation of actual vacation pay would still be confined to the wages actually paid by the Company as shown on Form T-4 issued by the Company.

The Union stated that this was fully understood.

Yours truly,

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

## ADDENDUM NO. 9

January 8, 1986

Mr. B. Leclerc	Mr. W.G. Scarrow
General Chairman	General Chairman
United Transportation Union	United Transportation Union
Suite 200	486 North Christina St. «
1026 St. Jean Street	Sarnia, Ontario
Quebec, Quebec	N7T 5W4
GIR IR7	

Mr. D.J. Morgan  
General Chairman  
United Transportation Union  
779 Portage Avenue  
Winnipeg, Manitoba R3G ON3

Gentlemen:

During the current round of negotiations, the Union submitted the following proposal:

An employee shall lose his seniority if he/she accepts a managerial position with the Company and outside the bargaining unit in either an acting or permanent capacity.

During the ensuing discussions, the Company stated that it was not prepared to accede to this particular proposal. However, in those same discussions, it soon became apparent that one of the Union's main concerns involved the application of the terms, conditions and benefits of those Agreements negotiated as a result of a Company notice served in accordance with the Adverse Effects/Material Change provisions of your Collective Agreement or similar notices, i.e., in accordance with the VIA Special Agreement, to those employees appearing on

your respective seniority lists with the exception of those employees denoted as occupying an "excepted" position as Company officers.

Accordingly, the Union and the Company have agreed that, in respect of notices served in accordance with the above, the terms, conditions and benefits applicable thereto will not apply to those employees who were occupying official or other positions not covered by any collective agreement within one year prior to the date of such notice of change.

Yours truly,

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

cc: Mr. R.J. Proulx, Vice-President, UTU, Ottawa

## **ADDENDUM NO. 10**

### **CANADIAN NATIONAL RAILWAY COMPANY**

#### **St. Lawrence Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to the establishment of a spare board for yardmasters in the Montreal Terminal.

IT IS AGREED that, effective on the date of signing of this Memorandum of Agreement, the following terms and conditions will apply with respect to the operation of a yardmasters' spare board at Montreal:

1. An initial bulletin calling for applicants to positions on the yardmasters' spare board will be issued on or about January 5, 1988. The spare board will commence on April 24, 1988 and employees who are qualified will be required to protect spare board positions beginning at the spring change of time in 1988. Employees who apply on the initial bulletin will be qualified in seniority order for yards at Montreal for which they are not already qualified. Employees who do not apply on such initial bulletin will, subject to Articles 3.1 and 24.11, retain their unassigned yardmaster's status in the zone in which presently qualified. Employees who are absent during the entire period the bulletin is advertised may make application to the appropriate Company officer and will be added to such list in accordance with their unassigned yardmaster's seniority.

2. The Company will determine the number of yardmasters who are to be qualified for the spare board. If the Company subsequently determines that additional yardmasters require training to qualify them for the yardmasters' spare board, yardmasters who applied on the initial bulletin pursuant to Item 1 hereof, will be canvassed in seniority order.
3. Thereafter, if additional candidates are needed to qualify for the yardmasters' spare board, a subsequent bulletin will be issued. If a junior employee is a successful applicant on such subsequent bulletin, all unassigned yardmasters his senior who have not qualified for the yardmasters' spare board will forfeit their seniority under Agreement 4.2 upon completion of training of the aforementioned successful applicants.
4. Yardmasters who do not qualify within the training period established by the Company will be required to qualify on their own time within a two-month period or will be disqualified. The local chairman will be advised of any cases where employees may not qualify within a reasonable period.
5. Regularly assigned yardmasters will be permitted to apply for training for spare board positions on the initial and subsequent bulletins. The number of regularly assigned yardmasters accepted for training will be limited to the number of spare board positions required on the initial and subsequent bulletins.
6. A list of qualified yardmasters will be posted with copy to the local chairman.
7. Yardmasters trained and qualified to work on the spare board will not be permitted to relinquish their yardmaster status except for justifiable reasons

which must be preceded by a 120-day notice in writing and agreed to by the General Chairman and the appropriate Company Officer in order to ensure sufficient time to provide suitably trained and qualified replacements. Unless otherwise agreed to by the General Chairman and appropriate Company Officer, employees allowed to relinquish their seniority under this paragraph will not be permitted to make subsequent application for yardmasters' positions for at least one year from the date their resignation takes effect.

8. Yardmasters required to provide on-the-job training pursuant to this Memorandum will be paid the allowance specified in the Memorandum of Agreement dated January 8, 1986.
9. The yardmasters' spare board will be regulated by the Company. The local chairman or his delegate will contact the Company on a mutually agreed upon date if he so desires to obtain the particulars prior to the time of regulation.
10. When the number of positions on the yardmaster's spare board is increased, the names of qualified employees will be placed in order of their seniority order at the bottom of the spare board.
11. Yardmasters assigned to the spare board will be called on a first in/first out basis for all unfilled yardmasters' positions. When the yardmasters spare board is exhausted, unassigned yardmasters will be required to protect assignments at locations where qualified and if they refuse a call, they will forfeit such seniority. As far as practicable, a three-hour call will be provided to spare board and unassigned yardmasters in accordance with the following procedure:
  - (a) Spare board yardmasters available at calling time at

pro rata rates.

- (b)** Spare board yardmasters available at calling time at punitive rate.
- (c)** Spare board yardmasters who have indicated a willingness to work on a daily basis doubling through as yardmaster at same yard (Taschereau Yard will be considered as one yard).
- (d)** Unassigned qualified yardmasters in seniority order available at calling time at straight time pursuant to the Memorandum of Agreement dated January 13, 1988.
- (e)** Senior qualified yardmasters available at pro rata rates who have indicated their willingness to work on a daily basis and provided it does not interfere with them filling their regular assignment.
- (f)** Senior qualified yardmasters available at punitive rates who have indicated their willingness to work on a daily basis and provided it does not interfere with them filling their regular assignment.
- (g)** Senior qualified yardmasters who want to double through in the same yard (Taschereau Yard will be considered as one yard).

Except as provided for in items (c) and (g), available means available for a 3-hour call. A letter of understanding concerning the use of pagers will be agreed to by the appropriate officer of the Company and the Union.

12. Yardmasters assigned to the yardmasters' spare board who are available for duty for two consecutive payroll periods in their entirety commencing with period 01 in each year will be guaranteed \$2,650 for each such 28-day period.
13. Yardmasters assigned to the yardmasters' spare board for a portion of the guaranteed period will receive a pro rated portion of the guarantee, according to the number of days the employee was on the spare board.
14. Yardmasters assigned to the yardmasters' spare board who miss a call or who are unavailable for a calendar day or portion thereof, will have their guarantee reduced by \$132.50.

**NOTE:** In the calculation of guarantee payments provided herein, all compensation paid under this Memorandum of Agreement, Agreement 4.2, and Agreement 4.16, during the guarantee period or portion thereof that such yardmaster is assigned to the spare board will be used to offset any such guarantee payments.

15. Employees assigned to the yardmasters' spare board or an unassigned yardmaster who is called and is not required for duty, will be allowed three hours at pro rata rate and will hold his turn on the spare board. An unassigned yardmaster who is regularly assigned to a position covered by Agreement 4.16 and who loses a tour of duty on such regular assignment as a result of being called to fill a yardmaster's vacancy and not used as such will be paid not less than the amount which he would have otherwise earned on his regular assignment under Agreement 4.16.

16. Qualified yardmasters with seniority under this agreement whose seniority entitles them to a position as yardmaster at their home terminal and who accept a position on the working list of locomotive engineers shall continue to accumulate seniority under Agreement 4.2 for a period of one year. Employees who elect to remain employed as a locomotive engineer at the completion of such year, and whose seniority entitles them to a position as yardmaster shall forfeit their seniority under such Agreement. Employees unable to hold a position as yardmaster at the end of such year will make the election at the first time after the expiration of the year when their seniority entitles them to a position of yardmaster at their home terminal.

During the period qualified yardmasters are employed on the locomotive engineer's working list, they will not be considered as having entitlement to work under Agreement 4.2.

17. During the period this Memorandum of Agreement is in effect, the provisions of Article 24 with respect to the filling of temporary vacancies will be suspended and replaced by the provisions outlined herein. Temporary vacancies will be advertised to the terminal every Tuesday and Friday, the bulletin will be closed on the following Friday or Tuesday as the case may be and will be filled by the senior qualified applicant on the first date of the work week subsequent to the closing date.
18. Where no applications are received on a temporary or permanent vacancy for a regularly assigned yardmaster position, the senior qualified unassigned yardmaster not working on the spare board at that location will be assigned to the vacancy.

**NOTE:** In the application of this Item 18, if qualified unassigned yardmaster junior to the employee assigned under this paragraph subsequently becomes available, such employee will be assigned to the position and, if requested, the employee formerly assigned will be released upon such junior employee's availability.

**19.** It will be agreed that both parties will cooperate to facilitate the application and implementation of the spare board.

**20.** This Memorandum of Agreement may be cancelled at any time upon sixty (60) days written notice by either party and in which event the Memorandum of Agreement dated January 13, 1988 in respect of the establishment of zones in Montreal Terminal will apply.

Signed at Montreal, Quebec, this 3rd day of February 1988.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd) M. Healey**

For: Regional Vice-President  
St. Lawrence Region

**(Sgd) W.G. Scarrow**

General Chairman

**(Sgd) D.C. Fraleigh**

Assistant Vice-President  
Labour Relations

## **ADDENDUM NO. 10A**

Memorandum of Agreement between the Canadian National Railway Company and the C.C.R.O.U. (United Transportation Union) Local 483-YM with respect to the establishment of a Traffic Coordinator's spare board for the Greater Toronto area.

It is agreed, that effective on the date of signing of this Memorandum of Agreement, the following terms and conditions will apply with respect to the operation of a Traffic Coordinators' spare board for the greater Toronto area.

1. Employees who hold a position on the Yard Coordinators' spare board must be qualified for all yard coordinator positions within the greater Toronto area.
2. An initial bulletin calling for applicants to positions on the Yard Coordinator's spare board will be issued. Yard Coordinators who apply on the initial bulletin will be trained and qualified in seniority order for yards in the greater Toronto area for which they are not already qualified. Employees who do not apply on such initial bulletin will retain their unassigned yard Coordinator's status in the yard in which presently qualified. Employees who are absent during the entire period the bulletin is advertised may make application to the appropriate Company officer and will be added to such list in accordance with their unassigned Traffic Coordinator's seniority.
3. The Traffic Coordinators' spare board will be regulated by the Company with input from the Traffic Coordinators' Local Chairperson or designated alternate. A mutual agreed upon time/date will be set between the Local

Chairperson or designated alternate and the Company to facilitate the conditions and particulars prior to the time of regulation.

The Traffic Coordinators' spare board will be adjusted according to the following formula, unless otherwise mutually agreed:

For each five spare Traffic Coordinator's shifts in the previous week, one Traffic Coordinator will be set up on the Traffic Coordinators' spare board, that is for example:

- i) 30 spare shifts, divided by five = 6 Traffic Coordinators will be set up on the Traffic Coordinators' spare board.
- ii) 34 spare shifts, divided by five = 6 Traffic Coordinators will be set up on the Traffic Coordinators' spare board.
- iii) 35 spare shifts, divided by five = 7 Traffic Coordinators will be set up on the Traffic Coordinators' spare board.

Note: The number of employees assigned to the spare board may be further adjusted in consultation with the Traffic Coordinator's Local Chairperson or Vice Local Chairperson, to reflect known employee absences and/or returns which will affect the upcoming work week.

- 4. Vacancies for the Traffic Coordinators' spare board will be advertised at each change of timetable, other than the initial bulletin. Qualified employees who bid and were not awarded a position on the spare board at the change of timetable will be placed on a preference list.

Thereafter, the spare board will be adjusted each week from the resulted list in accordance with Items 3 and 4 of this agreement. Qualified employees who are off on annual vacation, authorized leave of absence, or illness/injury during the entire period the bulletin is advertised will apply prior to resuming duty.

5. If an employee is not qualified and has elected the spare board at the change of card, he/she shall be placed on the preference list and thereafter such employee shall be afforded the necessary training. During the time the employee is either in training or awaiting training, the next available qualified employees on the preference list will be canvassed.
6. When the number of positions on the Traffic Coordinators' spare board are increased the employees on the preference list will be canvassed, in seniority order, to determine if they wish to go to the Traffic Coordinators' spare board. Employees declining to go to the spare board will lose their preference entitlement until the next change of timetable. If there are an insufficient number of employees electing to go to the spare board the junior qualified employee will be assigned. The names of qualified employees will be placed in order of their seniority on the bottom of the spare board.
7. When the number of positions on the Traffic Coordinators' spare board is decreased, the names of employees on the spare board will be removed in reverse seniority order.

8. The spare board work week will commence at 0001 Monday.
9. Five straight time shifts in a seven day period will constitute a work week.
10. Traffic Coordinators assigned to the spare board will be called on a first in/first out basis for all assignments.
11. Traffic Coordinators assigned to the spare board upon completion of a tour of duty, may book rest in whole hours, not less than three (3) no more than twelve (12) hours exclusive of call time.
12. Traffic Coordinators assigned to the spare board who are called to perform service at BIT will be provided a travel allowance of one hour at pro rata rates in each direction, in addition to time worked at BIT.
13. Traffic Coordinators must protect, all relief work and extra service as Traffic Coordinator. Vacancies of less than (5) days, will be filled temporarily, on a day to day basis in the following sequence:
  - (i) The employee first up, at straight time, on the Traffic Coordinators Spare board, if none;
  - (ii) The employee first up (available for a 2 hours call), at punitive rates, on the Traffic Coordinators' Spare board, if none;
  - (ii a) The employee (who can provide on time relief in the same yard), at punitive rates, on the Traffic Coordinators spare board if none;

- (iii) The senior qualified unassigned Traffic Coordinator available (for a 2 hours call) at straight rates in yard service, which includes a Yard/Joint Spare board if none;
- (iii a) The senior qualified unassigned Traffic Coordinator available (who can provide on time relief in the same yard) at straight time rates in yard service, which includes a Yard/Joint Spare board, if none;
- (iv) The senior regularly assigned Traffic Coordinator available (for a 2 hours call) at punitive rates, if none;
- (iv a) The senior regularly assigned Traffic Coordinator available (who can provide on time relief in the same yard) at punitive rates, if none;
- (v) The senior unassigned Traffic Coordinator governed by Agreement 4.16 assigned to yard service, which includes a Yard Spare board, as the case may be, at punitive rates, if none;
- (vi) The senior employee qualified as a Traffic Coordinator governed by other Collective Agreements, if none;
- (vii) The senior employee qualified as a Traffic Coordinator occupying a position on a road service spare board, if none;
- (viii) The senior employee qualified as a Traffic Coordinator, working in road service, when it can be determined that the Traffic Coordinator position filled will not interfere with the employee's normal assignment.

14. When no applications are received for a temporary or permanent vacancy(s) for a regularly assigned Traffic Coordinator position, the junior qualified unassigned Traffic Coordinator not working on the Traffic Coordinators' spare board will be assigned to the vacancy.
15. Traffic Coordinators assigned to the spare board who are available for duty for 14 consecutive days (one pay period) will be guaranteed 10 days at \$199.48 or \$1,994.80 for each such pay period.
16. Traffic Coordinators assigned to the spare board for a portion of the guarantee period, will receive a pro-rated portion of the guarantee, according to the number of calendar days the employee was on the spare board and available.
17. Traffic Coordinators assigned to the spare board who miss a call or are unavailable for a calendar day or portion thereof, will have their guarantee reduced by \$199.48 and will be placed at the bottom of the spare board.
18. In the calculation of the guarantee payments, provided herein, all compensation paid under this Memorandum of Agreement, Agreement 4.2 and Agreement 4.16 and 1.1, during the guarantee period or portion thereof that such Yard Coordinator is assigned to the spare board will be used to offset any such guarantee payments. The employee shall not be entitled to any form of guarantee payment if the total money earned by the employees is equal or is greater than the monetary equivalent of the respective guarantee.

19. This Memorandum of Agreement may be canceled at any time upon thirty (30) days' written notice by either party; however, prior to canceling, the General Chairperson and proper office of the Company must meet to attempt to resolve the issue(s).

Signed February 23, 1998.

**(Sgd) J. Vaasjo**

For: Manager Labour Relations

**(Sgd) R. Long**

General Chairperson  
UTU Yard

**(Sgd) A., Thauvette**

Manager Terminal Operation  
MacMillan Yard  
Local 483-YM

**(Sgd) E. Belliveau**

Local Chairperson  
UTU Yard

**(Sgd) C. Quinlan**

For: Manager ASC Moncton

## **ADDENDUM NO. 10B**

Memorandum of Agreement between the Canadian National Railway Company and the C.C.R.O.U. (United Transportation Union) with respect to the establishment of a Traffic Coordinators spare board for the Greater Edmonton Terminal.

It is agreed, that effective on the date of signing of this Memorandum of Agreement, the following terms and conditions will apply with respect to the operation of a Traffic Coordinators spare board for the Greater Edmonton Terminal.

1. The Traffic Coordinator's spare board will be regulated by the Company with input from the Traffic coordinators Local Chairpersons or designated alternate. A mutual agreed upon time/date will be set between the Local Chairperson or designated alternate and the Company to facilitate the conditions or particulars prior to the time of regulation.

The Traffic coordinator's spare board will be adjusted according to the following formula, unless otherwise mutually agreed:

For each five spare Traffic Coordinator's shifts in the previous board adjustment week, on Traffic Coordinator will be set up on the Traffic Coordinator's spare board, that is for example:

- i. 30 spare shifts, divided by five = 6 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.
- ii. 34 spare shifts, divided by five = 6 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.

- iii. 35 spare shifts, divided by five = 7 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.
2. Vacancies for the Traffic Coordinator's spare board will be advertised at each Change of Card, other than the initial bulletin. Thereafter, the spare board will be adjusted at each board adjustment date from the resulted list in accordance with items 5 and 6 of this agreement. Employees who are off on annual vacation, authorized leave of absence, or illness/injury during the entire period the bulletin is advertised will apply prior to resuming duty.
3. Employees will be permitted to remove their names from the Traffic Coordinator's spare board list by advising the CMC at least 48 hours prior to a board adjustment.
4. When no applications are received for a temporary or permanent vacancy(s) for a regularly assigned Traffic Coordinator position, the junior qualified unassigned Traffic Coordinator not working on the Traffic Coordinator's spare board will be assigned to the vacancy.
5. Any qualified Traffic Coordinator (including unassigned) will be permitted to apply for the spare board position(s) advertised at each Change of Card. In the event that insufficient applications are received, the junior qualified unassigned Traffic Coordinator(s) will be assigned.
6. When the number of positions on the Traffic Coordinator's spare board is increased, the names of employees on the spare board will be removed in reverse seniority order.

7. When the number of positions on the Traffic Coordinator's spare board is decreased, the names of employees on the spare board will be removed in reverse seniority order.
8. For the purpose of this agreement, the spare board will be adjusted in conjunction with other board changes in effect currently for the Greater Edmonton Terminal.
9. The spare board work week will commence at 0001 Monday.
10. Five shifts in a seven day period will constitute a work week.
11. Traffic Coordinators assigned to the spare board will be called on a first in/first out basis for all Traffic Coordinator's and Assistant Traffic Coordinator's vacancies.
12. Traffic Coordinators assigned to the spare board upon completion of a tour of duty, may book rest in whole hours, not less than three (3) nor more than twelve (12) hours, exclusive of call time.
13. When the spare board is exhausted to work at straight times rate of pay, the senior unassigned Traffic Coordinator's will be required to protect assignments, there being none, the following will apply:
  - a) The Senior Traffic Coordinator, regularly assigned, booked okay, daily, for extra work, will be called, if available at the starting time of the assignment and such will not interfere with their regular assignment.

- b) The Senior unassigned Traffic Coordinator, booked okay, daily, for extra work will be called, if available at the starting time of the assignment.
- 14. Traffic Coordinators assigned to the spare board who are available for duty for 14 consecutive days (one pay period) will be guaranteed 80 hours of pay for each such pay period.
- 15. Traffic Coordinators assigned to the spare board for a portion of the period, will receive a pro-rate portion of the guarantee , according to the number of complete days the employee was on the spare board and available.
- 16. Traffic Coordinator's assigned to the spare board who miss a call or are unavailable for a calendar day or portion thereof, will have their guarantee reduced by 8 hours and will be placed at the bottom of the spare board.
- 17. In the calculation of the guarantee payments provided herein, all compensation paid shall be used to make up the guarantee. An employee shall not be entitled to any form of guarantee payment if the total money earned (excluding holiday pay) by the employee is equal to or is greater than the monetary equivalent of the respective guarantee.
- 18. The Company and the Union agree to accommodate medically restricted qualified Traffic Coordinators who cannot hold a permanent vacancy as an Assistant Traffic Coordinator. They will be permitted to place onto the spare board when sufficient spare board positions are available and will not be subject to displacement by a Senior Traffic Coordinator under this paragraph.

19. It is agreed that both parties will cooperate to facilitate the application and implementation of this Traffic Coordinator's spare board at Edmonton.
20. It is agreed that this memorandum will be reviewed by the Traffic Coordinator's Local Chairperson and Superintendent Greater Edmonton Terminal within 30 days of initial implementation and periodically thereafter. If changes to the operation of this agreement are deemed required, they will be reviewed and implemented by the parties' signatory to this Memorandum of Agreement.
21. This Memorandum of Agreement may be canceled at any time upon thirty (30) days written notice by either party, however prior to canceling, the parties must meet to attempt to resolve the issue(s).

**(Sgd) W.A. Barber**  
for: Senior Vice-President  
CN West

**(Sgd) M.G. Eldridge**  
for: J.W. Armstrong  
General Chairperson

## ADDENDUM NO. 10C

Memorandum of Agreement between the Canadian National Railway Company and the C.C.R.O.U. (United Transportation Union), Local 701, with respect to the establishment of a Traffic Coordinators spare board for the Greater Vancouver Terminal.

The following terms and conditions will apply with respect to the operation of Traffic Coordinators spare board for the Greater Vancouver Terminal.

It is agreed, that effective with signing, positions established under this Spare board Agreement will be considered to be assigned positions.

1. The Traffic Coordinator's spare board will be regulated by the Company and the Traffic Coordinator's Local Chairperson or Vice-Local Chairperson.

The Traffic Coordinator's spare board will be adjusted according to the following formula, unless a shortage in other service will occur, in which case assignments will be adjusted to protect both services.

For each five spare Traffic Coordinator's shifts in the previous board adjustment week, one Traffic Coordinator will be set up on the Traffic Coordinator's spare board, that is for example:

- i)  $30 \text{ spare shifts, divided by five} = 6 \text{ Traffic Coordinators}$  will be set up on the Traffic Coordinator's spare board.

- ii) 34 spare shifts, divided by five = 6 Traffic Coordinators will be set up on the Traffic Coordinator's spare board.
- iii) 35 spare shifts, divided by five = 7 Traffic Coordinators will be set up on the Traffic Coordinator's spare board.

Note: The number of employees assigned to the spare board may be further adjusted in consultation with the Traffic Coordinators Local Chairperson or Vice Local Chairperson, to reflect known employee absences and/or returns which will affect the upcoming work week.

2. When the number of positions on the Traffic Coordinators spare board is increased, the names of qualified employees will be placed to the spare board "time in principle".
3. When the number of positions on the Traffic Coordinator's spare board is decreased, the employees on the spare board will be removed in the following order:
  - a) Traffic Coordinators forced to the spare board, in seniority order
  - b) When no employees have been forced to Traffic Coordinators spare board positions, employees will be reduced, in reverse seniority order (from junior to senior).
4. The spare board work week will commence Friday at 13:01 for calls occurring at 15:01 or later to coincide with the board change affecting the Greater Vancouver Terminal unless an alternative start time has been mutually agreed upon.

5. Traffic Coordinators assigned to the spare board will be called on a first in/first out basis for all 4.2 vacancies.
6. Traffic Coordinators assigned to the spare board upon completion of a tour of duty, may book rest in whole hours, not less than three (3) nor more than twelve (12) hours, exclusive of call time.
7. In accordance with Article 6.12, qualified Traffic Coordinators must protect any and all relief work and extra service as Traffic Coordinator or Assistant Traffic Coordinator in the yard in which employed. The calling procedures will be as follows:
  - Step 1) The employee first up, at straight time, on the Traffic Coordinator's Spare board where established, if none;
  - Step 2) The senior regularly assigned Traffic Coordinator available at punitive rates, if none;  
*Note: Employees must mark up daily*
  - Step 3) The senior qualified unassigned Traffic Coordinator available at straight time in yard service, if none;  
*Note: This may include laid off 4.3 employees*
  - Step 4) The senior qualified unassigned Traffic Coordinator assigned to yard service, at punitive rates, if none;  
*Note: Employees must mark up daily.*
  - Step 5) The first out qualified Traffic Coordinator on an active Furlough Board.

Step 6) The senior qualified unassigned Traffic Coordinator occupying a position on a road service spare board if none;  
*Note: The Traffic Coordinator accepting a call under this item will be permitted to "maintain his turn" on the Road Spare board.*

Step 7) The senior qualified unassigned Traffic Coordinator working in road service, when it can be determined that the Traffic Coordinator position filled will not interfere with the employees normal assignment.

Step 8) The senior qualified Traffic Coordinator working as a Locomotive Engineer.

Step 9) The senior qualified Traffic Coordinator governed by other Collective Agreements, if none;  
*Note: Other Collective Agreements refers to employees not represented by the CCROU for example, employees recruited from CAW ranks.*

8. Traffic Coordinators assigned to the spare board who are available for duty seven (7) consecutive days of the work week will be guaranteed 40 hours pay at the basic daily Traffic Coordinator's rate.

9. Traffic Coordinators assigned to the spare board for a portion of the seven day work week, will receive a pro-rates portion of the guarantee according to the number of complete days that the employee was on the spare board and available.

10. Traffic Coordinators assigned to the spare board who misses a call for any of the three (3) call windows prior to each regularly assigned shift, or are unavailable for a full calendar day, will have their guarantee reduced by either hours. (Such employees will be dropped to the bottom of the Traffic Coordinator's Spare board and will be placed on the off-board in the event of three consecutive missed calls).
11. In the calculation of the guarantee payments provided herein, all compensation paid shall be used to make up the guarantee., An employee shall not be entitled to any form of guarantee payment if the total money earned (excluding holiday pay) by the employees is equal to or is greater than the monetary equivalent of the respective guarantee, and shall be based on the time frame set out in Article "8" of this agreement.
12. Should operational changes or otherwise necessitate amendments to this Spare board Agreement, the parties agree to meet within 30 days of notification by either party. This Spare board Agreement has been established in keeping with the commitment provided by Appendix C of the Traffic Coordinator's Memorandum of Agreement dated October 20, 1996.

Signed at Thornton Yard on 06 May, 1997

**(Sgd) B. Schmidt**

for: J. Raynard

Superintendent

Transportation

Greater Vancouver Terminal

**(Sgd) B. Morgan**

CCROU Local Chairperson

UTU Local 701

**(Sgd) J.T. Torchia**

Manager Labour Relations - Edmonton

**ADDENDUM NO. 11**

**INTENTIONALLY LEFT BLANK**

## ADDENDUM NO. 12

June 02, 1992

W.G. Scarrow General Chairperson United Transportation Union 486 North Christina Street Sarnia, Ontario N7T 5W4 5Z8	J. W. Armstrong General Chairperson United Transportation Union 9657 - 45 <sup>th</sup> Avenue Edmonton, Alberta T6E 5Z8
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Raymond LeBel General Chairperson United Transportation Union 200 - 1026 rue St-Jean Quebec, Quebec G1R 1R7	M.P. Gregotski General Chairperson United Transportation Union 516 Garrison Road, Unit 5 Fort Erie, Ontario L2A 1N2
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During discussions which culminated in the signing of the Letter of Understanding, dated June 2, 1992 in respect to the matter of training and re-qualification under the Railway Employee Qualifications Standards Regulations, there was some discussion amount the duration of the training course.

In this respect, the Company indicated that the course is presently structured in a four day format which includes First Aid training in addition to instruction and examination in the aforementioned Regulations. However, you were advised that changes to training methods or tools or revisions to course content might, at some time in the future, have some effect on course duration.

However, you were assured that any contemplated change to course duration will be communicated to the Union well before its implementation.

**(Sgd.) M.S. Fisher**

For: Chief of Transportation

## **ADDENDUM NO. 13**

### **CANADIAN NATIONAL RAILWAY COMPANY**

#### **ST. LAWRENCE AND ATLANTIC REGIONS**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union to provide for the consolidation of certain Seniority Lists.

IT IS AGREED THAT:

1. Effective on October 25, 1992 the First Seniority District shall be established which shall be comprised of the 18<sup>th</sup> and 19<sup>th</sup> Seniority Districts.
2. The initial seniority list for road and yard service employees for the First Seniority District shall be prepared by dovetailing the present road and yard service seniority lists for the 18<sup>th</sup> and 19<sup>th</sup> Seniority Districts as follows:
  - (a) commencing, in seniority order, with the employee at the head of the seniority list;
  - (b) except that where two or more employees have the same seniority date on their respective lists, such employees will be placed on the dovetailed list in order of the time of day they commenced their first pay trip as a Brakeman/Yardman, where such can be readily determined for all employees described in this sub-paragraph (b);
  - (c) if employees as described by sub-paragraph (b) hereof have identical times shown for the commencement of their first pay trip (where such can be readily determined for all such employees), such employees will be placed on the dovetailed list in order of the date of their last entry into service

with the Company;

- (d)** if employees cannot be placed on the dovetailed seniority list under sub-paragraphs (a) to (c) inclusive, they will be placed thereon by lottery.
- 3.** Employees with a seniority date prior to or on the effective date of this Memorandum shall have preference, in seniority order, over other employees in the filling of vacancies as set forth hereunder;

  - (a)** Those employees whose names appeared on the seniority list of the former 18th Seniority District will have preference in all service on the territory described by sub-paragraphs 46.10 to 46.13, inclusive, of Article 46 of Agreement 4.16.
  - (b)** Those employees whose names appeared on the seniority list of the former 19th Seniority District will have preference in all service on the territory described by sub-paragraphs 46.3 to 46.9, inclusive, of Article 46 of Agreement 4.16.
- 4.** Unless otherwise arranged between the designated Officer of the Company and the General Chairperson, runs in road service extended over more than one of the former seniority districts described by Item 3 hereof, which existed on or before the effective date of this Memorandum, will be operated by employees from each of the former seniority districts involved, proportionately as nearly as possible, on a mileage basis.
- 5.** In the application of the forcing provisions of Agreement 4.16, the territorial restrictions as described by Item 3 hereof will prevail.

6. Preference rights established under previous agreements, including the Memorandum of Agreement dated June 12, 1991 concerning the establishment of interchangeable seniority rights on the former 11th Seniority District, the Memorandum of Agreement dated June 12, 1991 concerning the 18<sup>th</sup> Seniority District and the Memorandum of Agreement dated September 19, 1991 concerning the 19<sup>th</sup> Seniority District, will not be affected by this Memorandum of Agreement.
7. Employees who are "protected freight employees" as described by Clause 1 of the Memorandum of Agreement dated March 29, 1992 (conductor only agreement) will retain such status on their former seniority district, but such status will not be transferable from their former seniority district to the expanded seniority district.
8. Notwithstanding the provisions of paragraph 47.12 of Article 47 (Interchangeable Seniority Rights - Road and Yard Service), the "change of service date" on the First Seniority District shall be the Spring and Fall Change of Timetables and bulletins shall be issued to the Seniority District.
9. An employee's former seniority district will be indicated on the seniority list for the First Seniority District by placement of the appropriate number next to his or her name. For example, employees from the former 18<sup>th</sup> Seniority District will have the number "18" placed next to their name.
10. The seniority list for the First Seniority District will be published as required by paragraph 46.17 of Article 46 of Agreement 4.16; and, in conjunction therewith, a separate list will be published for each former seniority district listing, in seniority order, the names

of each employee who holds preference rights on such territory.

11. The application of other agreements, signed prior to the effective date of this Memorandum of Agreement and referring specifically to a certain seniority district as described by Item 4 hereof, will continue only on the specific territory described in each such agreement until otherwise changed or cancelled.

Signed at Montreal this 19<sup>th</sup> day of July 1992.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd.) M.E. Healey**

For: Assistant

Vice-President

Labour Relations

**(Sgd) R. LeBel**

General Chairperson

## ADDENDUM NO. 14

July 19, 1992

R. LeBel  
General Chairperson  
United Transportation Union  
Suite 200  
1026 St. Jean Street  
Quebec, Quebec  
G1R 1R7

With reference to our discussion concerning the amalgamation of the 18th and 19th Consolidated Seniority Districts.

During the discussions, concern was expressed with the bulletining procedures previously established in the Memoranda covering the establishment of the 18<sup>th</sup> consolidated Seniority List and the 19<sup>th</sup> Consolidated Seniority List. It was suggested that the procedures established for the 18<sup>th</sup> and 19<sup>th</sup> Districts were not appropriate when considering the scope of the new 1st Consolidated Seniority District.

Therefore, it was agreed that all positions would be advertised to the 1st Seniority District at the Spring and Fall Changes of Time. Permanent vacancies occurring between changes of time would be bulletined firstly to the former Consolidated Seniority Territory (18<sup>th</sup> and 19<sup>th</sup>), as the case may be; and, if not so filled, will then be bulletined to the 1<sup>st</sup> Seniority District.

If you concur with the above, would you please so indicate by signing below.

**(Sgd.) M.E. Healey**

For: Assistant Vice-President  
Labour Relations

I CONCUR:

**(Sgd.) R. Lebel**

General Chairperson

**ADDENDUM NO. 15**

October 20, 1996

J.W. Armstrong  
General Chairperson  
C.C.R.O.U.  
9665 - 45th Avenue  
Edmonton, Alberta  
T6E 5Z8

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street  
Suite 200  
Quebec, Quebec  
G1R 1R7

W.G. Scarrow  
General Chairperson  
C.C.R.O.U.  
486 N. Christina St.  
Upper Level  
Sarnia, Ontario  
N7T 5W4

M. P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Rd, Unit 8  
Fort Erie, Ontario  
L2A 1N2

Gentlemen,

During negotiations pursuant to the Appendix 6 of the Memorandum of Agreement dated May 5, 1995, which culminated in the Traffic Coordinators Agreement dated October 20, 1996, the Parties discussed the implementation of a Gainsharing program for Traffic Coordinators.

The Parties agree to meet to develop a mechanism for Gainsharing, with the understanding that any gainsharing program will be calculated not to exceed 5% of a Traffic Coordinator(s) annual basic pay.

Yours truly,

**(Sgd) D.W. Coughlin**  
For: Assistant Vice-President  
Labour Relations

**ADDENDUM NO. 16**

Montreal, Quebec, February 13, 1998

R. LeBel General Chairperson C.C.R.O.U. 1026 St. Jean Street, Suite 200 Quebec, Que. G1R 1R7	R. Long General Chairperson C.C.R.O.U. 325 West Street, #200, Bldg. A Brantford, Ont. N3R 6B7
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M.P. Gregotski General Chairperson C.C.R.O.U. Country Square 516 Garrison Road, Unit 5 Fort Erie, Ont. L2A 1N2	B.J. Henry General Chairperson C.C.R.O.U. 8616-51 Ave., Suite 309 Gallery 51 Edmonton, Alta. T6E 6E6
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B.E. Wood General Chairman C.C.R.O.U. 2 Dartmouth Road, Suite 210 Bedford, N.S. B4A 2K7	R. Dyon General Chairman C.C.R.O.U. 3610 Valiquette St., # 200 St. Laurent, Que.H4S 1X8
---	---

M. Simpson  
General Chairman  
C.C.R.O.U.  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

Gentlemen:

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

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

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

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

Yours truly,

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

cc: W.G. Scarrow  
G. Hallé  
J.W. Armstrong

**ADDENDUM NO. 17**

October 20, 1996

J.W. Armstrong  
General Chairperson  
C.C.R.O.U.  
9665 - 45th Avenue  
Edmonton, Alberta  
T6E 5Z8

R. LeBel  
General Chairperson  
C.C.R.O.U.  
1026 St. Jean Street  
Suite 200  
Quebec, Quebec  
G1R 1R7

W.G. Scarrow  
General Chairperson  
C.C.R.O.U.  
486 N. Christina St.  
Upper Level  
Sarnia, Ontario  
N7T 5W4

M. P. Gregotski  
General Chairperson  
C.C.R.O.U.  
Country Square  
516 Garrison Rd, Unit 8  
Fort Erie, Ontario  
L2A 1N2

Gentlemen,

This is further to our discussions concerning the Memorandum of Agreement on Traffic Coordinators dated October 20, 1996, with respect to establishing Spareboards at certain locations.

This will confirm that the parties agree to establish spareboards at Vancouver, Edmonton, Winnipeg, and Toronto and other locations as mutually agreed. In this respect, it was agreed overtime would be allocated to the spareboards. However, when it could be shown that no additional cost would be incurred the parties could come to other arrangements.

If the foregoing accurately reflects our understanding,  
please so indicate in the space provided:

I concur

**(Sgd) D.W. Coughlin**

For: Assistant Vice-President  
Labour Relations

**(Sgd) J.W. Armstrong**

General Chairperson

**(Sgd) B.H. Lee**

Chief of Transportation

**(Sgd) W.G. Scarrow**

General Chairperson

**(Sgd) G. Ethier**

For: General Chairperson

**(Sgd) R. LeBel**

General Chairperson

**ADDENDUM NO. 18**

November 28, 1996

J.W. Armstrong  
General Chairperson  
C.C.R.O.U.  
8616 - 51 Avenue  
Suite 309  
Edmonton, Alberta  
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Dear Mr. Armstrong:

During the presentations of the Traffic Coordinator Memorandum of Agreement at Edmonton - Walker Yard on November 19, 1995, it was explained that the current process when filling vacancies of less than 5 days and /or on a day to day basis, are being filled in a sequence that is a variation of Items 1) thru 4) of paragraph 6.12 of the Memorandum of Agreement dated October 20, 1996.

During negotiations which culminated in the Memorandum of Agreement dated October 20, 1996, the parties agreed that the Montreal Spareboard Agreement dated February 3, 1986 would form the principles for the establishment of Spareboards at locations identified in Appendix C of the Memorandum of Agreement dated October 20, 1996. Moreover, the parties also agreed that overtime would be allocated to the spareboards and when it could be shown that no additional cost would be incurred, the parties could come to other arrangements. As a result, for the duration that the Edmonton spareboard Agreement remains in effect and when the spareboard is exhausted, a vacancy of less than five days duration will be filled on a day to day basis as provided for in the current Crew Management

Centre calling procedures. The foregoing principles will also apply at other locations identified in Appendix C of the Memorandum of Agreement.

In addition, during the explanation sessions on November 19, 1996, the parties also discussed the intent and application of paragraph 20 of the Edmonton Spareboard Agreement. The intent of paragraph 20 ensures that a sufficient number of employees are appropriately assigned to the spareboard to protect the operation for the entire checking period. Therefore, the parties have agreed on a local basis to closely monitor the board adjustments and if necessary, to modify the commencement of the work week in a manner, such as commencing the work week on Friday, that will ensure the operation is adequately protected as contemplated within paragraph 20 of the Edmonton Spareboard Agreement.

Yours truly,

**(Sgd) M.W. Becker**  
for: Assistant  
Vice-President  
Labour Relations

**I concur: (Sgd) M.G. Eldridge**  
for: J.W. Armstrong  
General Chairperson

cc: W.G Scarrow  
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