

## **Addendum No. 1**

### **Union Dues Checkoff**

- 1.** Subject to the conditions and exceptions set forth herein, such employees who, as of 0001 hour 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 Division of the TCRC-CTY
- 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 TCRC-CTY in accordance with its constitutional provisions and will not include initiation fees or special assessments.
- 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 TCRC-CTY. However, if a dispute develops between the employee and the TCRC-CTY 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 TCRC-CTY.
- 4.** Membership in the TCRC-CTY 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 has 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 hour 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 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

**NOTE:** Items 1, 2 and 3 have been revised by Memorandum of Agreement dated October 26, 1989.  
**Note: "UTU" updated to TCRC-CTY April 2015**

## Addendum No. 2 – Archived 2015

### Addendum No. 3

#### Early Retirement Opportunities

- (1) The parties recognize that the implementation of a conductor only crew consist in the manner set out in the Memorandum of Agreement signed in Montreal, Quebec on July 12, 1991 will render a certain number of employees surplus. The parties also recognize that the number of surplus employees will be reduced over time by means of attrition. Therefore, in order to accelerate the attrition of surplus employees, a number of early retirement opportunities will be made available at regular intervals equivalent to the number of surplus employees in the work force at the time. Such early retirement opportunities will be made available under the terms and conditions set out in this Addendum .
- (2) Protected employees who are eligible for early retirement under the CN Pension Plan(s) Rules and who have 85 points as defined by the Pension Plan(s) Rules may voluntarily elect to retire under the terms and conditions set out herein.
- (3) The initial number of early retirement opportunities to be made available will equate to the number of surplus positions (existing brakemen's positions determined to be non-essential brakemen's positions in accordance with Clause 7 of the Memorandum of Agreement plus 25% of such positions).
- (4) At each change of timetable or at such other intervals as may be agreed to by the parties, such early retirement opportunities will be made available, on a terminal by terminal basis, to protected employees working under Agreement 4.16. Except as provided by the NOTE to this paragraph (4), the total number of such early retirement opportunities to be made available will, in no case, exceed the remaining number of opportunities as calculated pursuant to paragraph (5).

**NOTE:** If, during the two (2) years immediately following the effective date of the aforementioned Memorandum of Agreement (i.e., up to and including September 27, 1993), the service design specifications of a train or trains, previously identified as requiring a brakeman, are revised so that such train or trains meet the criteria for operation with a crew consist of a conductor only, the total number of existing early retirement opportunities to be made available at the terminal will then be increased by one for each such train. For each four opportunities increased, an additional opportunity will be added.

- (5) The number of early retirement opportunities will be reduced by one for each protected employee who is removed from the active working list (including employees who are removed from the working list as a result of accepting an early retirement opportunity) other than by discharge or promotion to yardmaster or locomotive engineer or an excepted position.
- (6) Such early retirement opportunities will continue to be offered until exhausted in accordance with this Addendum.
- (7) Subject to the provisions of this Addendum, an employee who is eligible for early retirement under the Company's Pension Plan(s) and who has 85 points as defined by the Pension Plan(s) Rules will be entitled to a lump sum payment equal to the present value of the monthly separation payment until age 65 as provided below, calculated on the basis of a discount rate of ten (10) percent per annum. The monthly separation payment which, when added to the Company Pension, would give the employee an amount equal to a percentage of his average

annual earnings over his best five (5) year period, as defined under the 1959 Pension Rules in accordance with the following formula:

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

- (8) In the application of paragraph (7), an eligible employee, who is not a member of the 1959 Pension Plan will receive the lump sum payment calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payment due him in accordance with paragraph (7) minus any pension payments which would have been due to him had he been a member of the 1959 Pension Plan.
- (9) The total number of employees electing early retirement and the lump sum payment cannot exceed the number of early retirement opportunities as determined pursuant to this Addendum 3.
- (10) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Addendum shall be entitled to have his group life insurance continued fully paid by the Company until age 65 at which time he will be provided a paid up life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.
- (11) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Addendum, shall be entitled to have his Extended Health Care and Dental Plan Benefits continued fully paid up by the Company until age 65.
- (12) In order to be eligible for an early retirement opportunity as set out herein at a particular terminal, a protected freight employee must have been assigned to that particular terminal for a period of at least two calendar years at the date the early retirement opportunities are awarded.

**Addendum No. 3A – Archived 2015**

**Addendum No. 3B**

July 12, 1991

T.G. Hodges  
General Chairperson  
United Transportation Union  
55 King Street - Suite 600  
St. Catharines, Ontario  
L2R 3H5

W.G. Scarrow  
General Chairperson  
United Transportation Union  
988 Exmouth Street  
Sarnia, Ontario  
N7S 1W1

This is in connection with the Memorandum of Agreement in respect of the operation of SPRINT and through freight trains with a conductor only crew consist on the 17th Seniority District.

During discussions leading up to the signing of the Memorandum of Agreement, the Union expressed a great deal of concern in respect to the matter of deadheading employees to and from the away from home terminal particularly in light of the new provisions dealing with the utilization of employees out of the away from home terminal.

In order to alleviate those concerns, the Company gave its assurances that the aforementioned provisions would not be used in a manner that would circumvent normal practices where deadheading is presently being done to correct an imbalance of employees at the away from home terminal in relation to the number of employees actually required to operate trains.

Furthermore, we assured you that it was not our intention to use such provisions as a source of relief in a manner that would cause employees to be held at the away from home terminal to protect service in another classification when there are employees who could be deadheaded to the away from home terminal except, of course, where it would result in delay to a train or trains.

**(Sgd) W.D. Metcalf**

For: Chief of Transportation

**Addendum No. 3C**  
**Early Retirement Opportunities**

- (1) The parties recognize that the implementation of a conductor only crew consist in the manner set out in the Memorandum of Agreement signed in Montreal on March 29th, 1992 will render a certain number of employees surplus. The parties also recognize that the number of surplus employees will be reduced over time by means of attrition. Therefore, in order to accelerate the attrition of surplus employees, a number of early retirement opportunities will be made available at regular intervals equivalent to the number of surplus employees in the work force at the time. Such early retirement opportunities will be made available under the terms and conditions set out in this Addendum .
  - (2) Protected freight employees who are eligible for early retirement under the CN Pension Plan(s) Rules and who have 85 points as defined by the Pension Plan(s) Rules may voluntarily elect to retire under the terms and conditions set out herein.
  - (3) The initial number of early retirement opportunities to be made available will equate to the number of surplus positions (existing brakemen's positions determined to be non-essential brakemen's positions in accordance with Clause 7 of the Memorandum of Agreement plus the total number of reducible brakemen's positions, as presently defined, occupied on a permanent basis [this will include reducible brakemen's positions awarded at the change of timetable, or when crews are set-up or subsequently claimed by a protected freight employee under the freight crew consist rules then in effect but will exclude positions occupied pursuant to Article 3 of the Memorandum of Agreement dated July 19, 1990]).
  - (4) At each change of timetable and such other intervals as may be agreed to by the parties, such early retirement opportunities will be made available, on a terminal by terminal basis, to protected freight employees working under Agreement 4.16. Except as provided by the NOTE to this paragraph (4), the total number of such early retirement opportunities to be made available will, in no case, exceed the remaining number of opportunities as calculated pursuant to paragraph (5).
- NOTE:** If, during the two (2) years immediately following the effective date of the aforementioned Memorandum of Agreement (as agreed upon by the parties), the service design specifications of a train or trains, previously identified as requiring a brakeman, are revised so that such train or trains meet the criteria for operation with a crew consist of a conductor only, the total number of existing early retirement opportunities to be made available at the terminal will then be increased by one for each such train. For each four opportunities increased, an additional opportunity will be added.
- (5) The number of early retirement opportunities will be reduced by one for each protected freight employee who is removed from the active working list (including employees who are removed from the working list as a result of accepting an early retirement opportunity) other than by discharge or promotion to yardmaster or locomotive engineer or an excepted position.
  - (6) Notwithstanding the provisions of paragraphs (4) and (5), the total number of early retirement opportunities offered over the five years immediately following ratification of the Memorandum of Agreement will not be less than 52. These early retirement opportunities will be offered at terminals irrespective of whether or not a surplus of employees exists in an amount and in a manner to be determined by consultation between the General Chairperson and the Manager Labour Relations on the applicable Region.
  - (7) Such early retirement opportunities will continue to be offered until exhausted in accordance with this Addendum.

- (8) Subject to the provisions of this Addendum, an employee who is eligible for early retirement under the Company's Pension Plan(s) and who has 85 points as defined by the Pension Plan(s) Rules will be entitled to a lump sum payment equal to the present value of the monthly separation payment until age 65 as provided below, calculated on the basis of a discount rate of ten (10) percent per annum. The monthly separation payment which, when added to the Company Pension, would give the employee an amount equal to a percentage of his average annual earnings over his best five (5) year period, as defined under the 1959 Pension Rules in accordance with the following formula:

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

- (9) In the application of paragraph (8), an eligible employee, who is not a member of the 1959 Pension Plan will receive the lump sum payment calculated on the assumption that such employee did belong to the 1959 Pension Plan throughout the employee's career. Such employee will receive the payment due him in accordance with paragraph (8) minus any pension payments which would have been due to him had he been a member of the 1959 Pension Plan.
- (10) The total number of employees electing early retirement and the lump sum payment cannot exceed the number of early retirement opportunities as determined pursuant to this Addendum .
- (11) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Addendum shall be entitled to have his group life insurance continued fully paid by the Company until age 65 at which time he will be provided a paid up life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.
- (12) An employee aged 55 or over who receives an early retirement opportunity in accordance with this Addendum, shall be entitled to have his Extended Health Care and Dental Plan Benefits continued fully paid up by the Company until age 65.

## Addendum No. 3D – Archived 2015

### Addendum No. 3E

#### Maintenance of Earnings

- (1) The parties recognize that the implementation of the terms of the Memorandum of Agreement signed in Montreal on March 29th, 1992 will require the abolition of a number of second brakeman's positions and may reduce the earnings of employees affected thereby. Therefore, maintenance of earnings protection will be afforded to certain protected freight employees who are so affected under the terms and conditions set out in this Addendum.
- (2)
  - (a) At those home stations where, on March 29, 1992, train crews consisting of one conductor and two brakemen are regularly set up, the total number of reducible brakemen's positions, as presently defined, occupied on a permanent basis will be counted; this will include reducible brakemen's positions awarded at the change of timetable, or when crews are set-up or subsequently claimed by a protected freight employee under the freight crew consist rules then in effect but will exclude positions occupied pursuant to Article 3 of the Memorandum of Agreement dated July 19, 1990.
  - (b) The equivalent number of junior employees occupying a position on a permanent basis, including conductors' positions, in such train crews will be identified. For example, at a terminal where three such train crews are set up on March 29, 1992, the three junior employees occupying a position on a permanent basis in such train crews will be identified.
  - (c) Any protected freight employee identified pursuant to sub-paragraph (b) who does not now enjoy maintenance of earnings protection pursuant to any other agreement shall be afforded maintenance of earnings protection under the terms and conditions set out in this Addendum. Maintenance of earnings protection shall be confined to such employees only, irrespective of subsequent displacements.
- (3) For the purpose of this Addendum, the term "Basic Weekly Pay" is defined as one-fifty second (1/52) of the total earnings of such employee during the twenty-six (26) full pay periods preceding the effective date of the Memorandum of Agreement signed on March 29, 1992.

**NOTE:** When computing basic weekly pay, any pay period during which an employee is absent for seven (7) consecutive days or more because of bona fide injury, sickness in respect of which an employee is in receipt of weekly indemnity benefits, authorized leave of absence, or laid-off, together with the earnings of the employee in that pay period, shall be subtracted from the twenty-six (26) pay periods and total earnings. In such circumstances basic weekly pay shall be calculated on a pro-rated basis by dividing the remaining earnings by the remaining number of pay periods.
- (4) Notwithstanding the provisions of paragraph (3), the amount of basic weekly pay will, in no case exceed \$949.34.

**NOTE:** The amount specified in this paragraph (4) is the amount yielded by the following formula:

$$\text{Brakeman's through freight rate times maximum miles per month times 12 months divided by 52 weeks } (\$0.9567 \times 4300 \times 12 / 52 = \$949.34).$$
- (5) The basic weekly pay of employees covered by this Addendum shall be maintained by payment to such employees of the difference between their actual earnings in a four-week period and four times the basic weekly pay. Such difference shall be known as an employee's incumbency. In



the event an employee's actual earnings in a four-week period exceeds four times their basic weekly pay, no incumbency shall be payable. An incumbency for the purpose of maintaining an employee's earnings shall be payable provided:

- (a) In the exercise of seniority, employees first accept the position with the highest earnings at their home terminal to which their seniority and qualifications entitle them. Employees who fail to accept the position with the highest earnings for which they are senior and qualified, will be considered as occupying such position and their incumbency shall be reduced correspondingly. [See examples of the "blocking system" set out in paragraph (9) of this Appendix]. In the event of dispute as to the position with the highest earnings to which they must exercise seniority, the Company will so identify.
- (b) Employees are available for service during the entire four-week period. If not available for service during the entire four-week period, their incumbency for that period will be reduced by the amount of the earnings they would otherwise have earned; and
- (c) All compensation paid an employee by the Company during each four-week period will be taken into account in computing the amount of an employee's incumbency.

**NOTE:** Employees will be allowed to book up to and including 12 hours rest (exclusive of calling time) without affecting their incumbency.

- (6) Employees entitled to maintenance of earnings, who voluntarily exercise their seniority beyond their home terminal on their seniority district rather than occupy a position at their home terminal, shall be entitled to maintenance of earnings. Such employees will be treated in the following manner: if the position they occupy at their new home terminal has lower earnings than a position they could have occupied at either their original home terminal or their new home terminal, they shall be considered as occupying the position with the highest earnings in either case, and their incumbency will be reduced correspondingly.
- (7) In the calculation of an employee's incumbency, the basic weekly pay, exclusive of any shift differential included in respect of employees assigned to a regular position in yard service, shall be increased by the amounts of any general wage adjustments applicable during the five (5) year period immediately following their job abolishment or displacement and the amount of any shift differential previously paid deducted will again be added. Following this five (5) year period, the basic weekly pay last established will continue to apply.
- (8) The payment of an incumbency, calculated as above, will continue to be made:
  - (a) as long as the employee's earnings in a four-week period is less than four times their basic weekly pay;
  - (b) until employees fail to exercise seniority to a position, including a known temporary vacancy of 90 days or more, with higher earnings than the earnings of the position which they are holding and for which they are senior and qualified at the terminal where they are employed; or

**NOTE 1:** In the application of sub-paragraph (b) above, employees who fail to exercise seniority to positions with higher earnings, for which they are senior and qualified, will be considered as occupying such positions and their incumbency shall be reduced correspondingly. In the case of a known temporary vacancy of ninety days or more, their incumbency will be reduced only for the duration of the temporary vacancy.

**NOTE 2:** The words "position with the highest earnings at their home terminal to which their seniority and qualifications entitle them" and "higher earnings of the position which

they are holding" as used in this Addendum do not include a position on which the earnings are higher than the earnings on the position from which displaced.

(c) until the employee's services are terminated by discharge, resignation, death or retirement.

**(9) EXAMPLES OF BLOCKING SYSTEM:**

<b>(a) BLOCK 1</b>	<b>Earnings</b>
Freight Conductor A to B	\$3,000.00
Freight Conductor A to M	2,900.00
Freight Conductor A to P	<u>2,800.00</u>
Average Earnings	\$2,900.00

<b>BLOCK 2</b>	
Freight Conductor M to X	\$2,600.00
Freight Conductor South Pool	<u>2,500.00</u>
Average Earnings	\$2,550.00

Penalty Block 1 and Block 2      \$ 350.00

<b>BLOCK 3</b>	
Freight Brakeman A to B	\$2,400.00
Freight Brakeman A to M	2,300.00
Freight Brakeman A to P	<u>2,200.00</u>
Average Earnings	\$2,300.00

Penalty Block 2 and Block 3      \$250.00

<b>BLOCK 4</b>	
Freight Brakeman M to X	\$2,100.00
Freight Brakeman South Pool	<u>2,000.00</u>
Average Earnings	\$2,050.00

Penalty Block 3 and Block 4      \$ 250.00

(b) Employees who hold a position in Block 4 must protect work as provided for in this article or their incumbency will be reduced as though they were working in such higher earning blocks. For example, employees in Block 4 who do not protect Block 2 would have their incumbency reduced by \$500.00.

(c) Blocks shall be established after consultation with the local chairperson.

(d) A dispute concerning the establishment of blocks will be initiated at Step 3 of the grievance procedure.

### Addendum No. 3F

March 29, 1992

Raymond LeBel  
General Chairperson  
United Transportation Union  
200 - 1026 rue St-Jean  
Quebec, Qc  
G1R 1R7

This is in connection with the Memorandum of Agreement in respect of the operation of through freight trains with a conductor only crew consist.

During discussions leading up to the signing of the Memorandum of Agreement, the Union expressed a great deal of concern in respect to the proposed sale of the Sydney and Hopewell Subdivisions. As you are aware, the sale of the line will result in the closure of Sydney and Stellarton as home stations, including the furlough board established at such home stations.

Because those home stations are the only home stations on the former 2nd and 3rd Seniority Districts, respectively, employees displaced as a result of closure will be required to place themselves at other home stations on the 19th Seniority District based on their 19th District seniority date of September 19, 1991.

In all likelihood, such seniority will not allow employees to hold a position at another home station on the 19th Seniority District other than the furlough board. However, sub-paragraph 13.2 (1)(b) of Clause 13 of the Memorandum of Agreement specifically prohibits an employee from declaring to a furlough board at another home station.

This, of course, would lead to a situation where protected freight employees would, in effect, be laid off in contravention of the Memorandum of Agreement.

To avoid such a situation, the parties agreed to include the following NOTE to paragraph 1.1 of Clause 1 of the Memorandum of Agreement:

**NOTE 1:** Employees whose names appeared on a seniority list for the former 2nd to 8th Seniority Districts, as described in paragraphs 46.3 to 46.9, inclusive, of Article 46 of Agreement 4.16, will be accorded status as a protected freight employee on the consolidated 19th Seniority District provided the date of their last entry into service under Agreement 4.16 was prior to January 1, 1988.

As a result, employees moving to another home station on the 19th Seniority District will be accorded protected status at such other home station.

In addition, the parties agreed that the relaxation of sub-paragraph 13.2 (1)(b) of Clause 13 would be a matter of discussion in material change negotiations preceding the closure of Sydney and/or Stellarton with a view to allowing employees who will not otherwise be able to hold work on the 19th Seniority District to declare to a furlough board at another home station in a manner agreed to in such material change negotiations.

Upon being placed on furlough boards in accordance with their status as a protected freight employee, such employees will be subject to the terms and conditions governing the administration of furlough boards. Such employees will have a seniority date of September 19, 1991 on the 19th Seniority District and, as a result, are subject to the provisions requiring employees with a seniority date subsequent to March 17, 1982 to protect service on the 19th Seniority District.

The arrangements set out in this Letter of Understanding will apply to any similar closures on either the 18th or 19th Seniority Districts. In respect to the 18th Seniority District, paragraph 1.1 (3) has been incorporated into Clause 1 of the Memorandum of Agreement. For the purpose of clarity, that paragraph reads:

**NOTE 2:** Employees whose names appeared on a seniority list for the former 9th and 10th Seniority Districts and the former 11th Seniority Districts, Road and Yard, as described in paragraphs 46.10 to 46.13, inclusive, of Article 46 of Agreement 4.16, will be accorded status as a protected freight employee on the consolidated 18th Seniority District provided the date of their last entry into service under Agreement 4.16 was prior to January 1, 1988.

We trust this allays your concerns.

**(Sgd) M. Healey**

For: Assistant Vice-President  
Labour Relations

I CONCUR

**(Sgd) Raymond Lebel**

General Chairperson

**Addendum No. 3G - Archived 2015**

**Addendum No. 3H**

March 29, 1992

Raymond LeBel  
General Chairperson  
United Transportation Union  
200 - 1026 rue St-Jean  
Quebec, Qc  
G1R 1R7

This is in connection with the Memorandum of Agreement in respect of the operation of through freight trains with a conductor only crew consist.

During negotiations, the Union agreed to withdraw its proposal in respect to the length of time which employees can be held at the away from home terminal. The proposal was withdrawn on the understanding that this should not be construed as an opportunity to hold employees at the away from home terminal for excessively long periods of time.

In this respect, the Company gave its commitment that present practices in respect to time at the away from home terminal would not be altered in a manner which would serve to lengthen the time that employees are currently being held at the away from home terminal.

**(Sgd) M.S. Fisher**  
For: Chief of Transportation

**Addendum No. 3I**

March 29, 1992

Raymond LeBel  
General Chairperson  
United Transportation Union  
200 - 1026 rue St-Jean  
Quebec, Qc  
G1R 1R7

This is in connection with the Memorandum of Agreement in respect of the operation of through freight trains with a conductor only crew consist and specifically concerns the application of the NOTE to sub-paragraphs (a) and (b) of Clause 7.1 (11).

The aforementioned NOTES are intended to recognize the principle of seniority in determining entitlement to the conductor's position, in the circumstances contemplated in sub-paragraphs 7.1 (11)(a) and 7.1 (11)(b), on trains operating out of the away from home terminal.

It was agreed, however, that, in situations where it is necessary to utilize an employee from another home station to complete the consist of the crew for a train operating out of the away from home terminal, the employee from such other home station would work as brakeman regardless of seniority.

**(Sgd) M. Healey**

For: Assistant Vice-President  
Labour Relations

I CONCUR

**(Sgd) Raymond LeBel**

General Chairperson

**Addendum No. 4 - ARCHIVED (July 2009)**

**Addendum No. 5**

Toronto  
March 27, 1940

Mr. J.E. Sutherland,  
Genl. Chairman, O.R.C.

Mr. C.I. Warren,  
Genl. Chairman, U.T.U.

Mr. T.B. Skelly,  
Genl. Chairman, B.L.E.

Mr. W.G. Graham,  
Genl. Chairman, U.T.U.

Dear Sirs:

With further reference to my letter of February 23rd and discussing in my office yesterday in regard to items 1 and 2 of the above letter; instructions are being issued as follows:

1. Return to home terminals of crews used to protect trains in emergency.

The instructions which have been issued and are now effective regarding the return of engine and train crews from Sarnia and Belleville are in my opinion, entirely consistent with the provisions of the Agreement. However, in order to meet your wishes and clarify the matter, the following instructions are being issued.

- (a) Every reasonable effort will be made to protect trains leaving Toronto for Sarnia with Sarnia crews, and only in emergency will Toronto crews be used. If in practice the men consider that Toronto crews are being used unnecessarily, it can be brought to the attention of the Company Officers, and if necessary, corrective action taken. The same principle to apply between Belleville and Toronto.
  - (b) When Toronto crews are used, Toronto to Sarnia, they will be returned deadhead or light-out of Sarnia, except when by so doing light running in both directions will be involved. The same principle to apply between Belleville and Toronto.
  - (c) Regular sections of 490, 492 and 502 will be protected by Sarnia crews.
2. Request made on Local Chairperson O.R.C. and U.T.U. London by Mr. Stokes for a modification of the intent of \*Articles 69 and \*\*73, with respect to the running of unassigned crews from Toronto on trains destined London and Sarnia.

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\* Now Article 27, Paragraph 27.12 to 27.15 inclusive, in current Agreement

\*\* Now Article 30 in current Agreement.

The instructions issued and requests made are consistent with the provisions of the engineers' and Road Service Employees Agreement and do not require a modification of any articles of these Agreements. However, to meet your wishes and clarify the matter, the following instructions are being issued:

- (a) London train and engine crews will stand first-out at Toronto for trains to London and Sarnia train and engine crews will stand first-out at Toronto for trains to Sarnia.
- (b) As far as consistent with operating conditions, London trains will handle London traffic and Sarnia trains Sarnia traffic.
- (c) Woodstock turns will be manned by Toronto crews.

Yours truly,

**(Sgd) J.F. Pringle**  
General Superintendent



## Addendum No. 6

Toronto July 21st, 1942

Regulations concerning the handling of chain gang crews operating into Toronto on runs off their recognized territory.

Mr. A.J. Lomas,  
Toronto

We have chain gang crews coming into Toronto obviously from separate pools, as follows (not listed in any order of seniority or preference):

- (a) From Sarnia
- (b) From London
- (c) From Stratford
- (d) From Fort Erie
- (e) From Belleville

It sometimes happens that there is a shortage of a crew or crews to operate a train say for instance to Belleville, or in another instance to Gravenhurst, or Barrie or South Parry. Such a contingency, it would appear, has not heretofore been provided for with a uniform regulation to apply. Hereafter please be guided by the following:

A Toronto crew will be made up if there are men available; failing this, a London crew, first-out, if there is one available, will be used in preference to Sarnia, Stratford, Fort Erie or Belleville crews.

If there is no London crew at Toronto and there is a Fort Erie crew at Toronto, then the Fort Erie crew, first-out, will be used in preference to Sarnia, Stratford or Belleville crews, but if there is no Fort Erie crew at Toronto, but a Stratford crew is there, you will use the Stratford crew, first-out.

If there is no London, Fort Erie or Stratford crew in Toronto, you shall then use the Sarnia crew, first-out.

If there are none of the above named crews in Toronto, and it becomes necessary to run the train north, you will use the Belleville chain gang crew, first-out.

It will be obvious from the above regulation that what we are trying to do is to get the most important power back to its home station in the circumstances related.

General Superintendent

cc: Messrs.  
J.B. Reeve  
N.A. Walford  
O.W. Duff  
J.A. Murphy  
R. Hayes

**Addendum No. 7**

**CANADIAN NATIONAL RAILWAYS**

Toronto, Ontario  
April 24, 1943

Mr. J.E. Sutherland  
General Chairman, O.R.C.  
Box 254  
Joliette, P.Q.

Mr. W.T. Parr  
General Chairman, U.T.U.  
61 Lawton Blvd.  
Toronto, Ontario

Mr. Thomas Mattingley  
General Chairman, U.T.U.  
196 Stuart Street  
Sarnia, Ontario

Mr. A.M. Brisbin  
General Chairman,  
B. of L.E.  
34 Cambridge St. N.  
Lindsay, Ontario

Dear Sirs:

Referring to your letter of March 22nd in connection with train and engine crews operating in unassigned service between London and Toronto.

Instructions are being issued as follows:

Every reasonable effort will be made to protect trains leaving Toronto for London with London crews, and only in emergency will Toronto crews be used. If, in practice, you consider that Toronto crews are being used unnecessarily, the matter can be brought to the attention of the Railway Officers, and if necessary, corrective action taken.

When Toronto crews are used Toronto to London, they will be returned deadhead, or light out of London, except when by so doing light running in both directions will be involved.

The present practice of returning Toronto crews in passenger service from London (such Toronto crews having arrived London in extra passenger service) may continue, also Toronto-Sarnia trains may be filled out at Toronto with London cars for set off at the latter point.

All extra passenger service out of Toronto for London to be handled by Toronto crews, except where crew from London is available on account of having arrived in Toronto in extra passenger service, where there are surplus London crews at Toronto who will not be required in freight service, and who would otherwise be deadheaded home.

I shall be glad to have your acknowledgement that the above meets with your wishes.

Yours truly,

**(Sgd) G.A. Stokes**  
General Superintendent

**Addendum No. 8**

**ARCHIVED (July 2009)**

**Addendum No. 9**

**ARCHIVED (July 2009)**

**Addendum No. 10**

**Archived 2015**

**Addendum No. 11**

23 December 1963

Mr. J.P. LaRochelle  
General Chairman  
United Transportation Union  
Rooms 108-109 - Capital Theatre Bldg.  
978 St. Jean, Quebec 4, P.Q.

Dear Sir:

This refers to a meeting held with our Chaleur Area Officers in your Quebec office on December 17, 1963.

The following is an understanding arrived at during the meeting:

Commencing January 1, 1964 when unassigned train crews are operated between Moncton and Edmundston through Napadogan and between Edmundston and Joffre through Monk, the following arrangements regarding division of work between the unassigned crews at the home terminals involved will govern:

1. A reasonable balance of trips will be maintained
  - (A) Between Tenth Seniority District crews at Joffre and Edmundston
  - (B) Between Seventh Seniority District crews at Edmundston and Moncton

The Company will supply a monthly statement of trips to the Local Chairman concerned.

2. Away from home terminal crews will stand first-out for trips to their home terminal in order of off-duty times at the away-from-home terminal. This will not constitute a run-around under Article 30.
3. The Company retains its right to order crews short of the distant terminal as conditions warrant.
4. The Company will, under normal operating conditions, make every reasonable effort to ensure that trains operated between Moncton and Edmundston and between Edmundston and Joffre will complete the runs within a twelve-hour period.

The above arrangements will be subject to review at the Spring change of timetable in 1964 and thereafter they will remain in effect subject to thirty days' notice from either party to cancel or revise same.

If you are in agreement with the above, please acknowledge enclosed copies and return to this office.

Yours very truly,  
**(Sgd) E.J. Cooke**  
General Manager  
Atlantic Region

ACKNOWLEDGED:  
**(Sgd) Paul LaRochelle**  
General Chairman, U.T.U.

**Addendum No. 12 -DELIBERATELY LEFT BLANK**

**Addendum No. 13 – Archived 2015**

**Addendum No. 14 – Archived 2015**

**Addendum No. 15 – Archived 2015**

**Addendum No. 16 - ARCHIVED 2009**

**Addendum No. 17**

**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 manning of Transfer service between the East-end and West-end Yards of Montreal Terminal over the Bout de L'Isle Line, effective April 26, 1970.

All transfer service between the East and West Yards of Montreal Terminal will be manned on a fifty-fifty basis by Yard Crews of the 12th Seniority District and Road Crews of the 11th Seniority District.

In the application of this agreement, it is understood that the present assignment of one Yard Crew and one Road Crew will not be disturbed while there is sufficient work for two Assigned Crews. Should it be found necessary to reduce the assignment to one crew account drop in traffic, it will be manned month about commencing with a Yard Crew.

All Extra Transfer Trains will continue to be manned on a Crew for Crew basis.

The Switching service at National Quarries will continue to be manned by Yardmen notwithstanding the fact that the Quarry is situated some considerable distance outside the recognized switching limits.

Should the present designated switching limits be changed, the division of work will be revised accordingly.

Signatures not reproduced.

Signed at Montreal, Quebec, this 18th day of September, 1969.

**Addendum No. 18 – Archived 2015**

**Addendum No. 19 - ARCHIVED July 2009**

**Addendum No. 20**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the United Transportation Union, with respect to payment for deadheading to Trainmen assigned to the spare board at Toronto who are ordered and perform service at Oshawa, Ontario.

IT IS AGREED that in the application of \*Article 21 of Agreement 4.16, Trainmen assigned to the Toronto spare board who are ordered to deadhead to Oshawa, Ont., and perform service at this location, will be allowed two hours and thirty minutes at pro-rata yard rate in each direction; such payment shall be in addition to pay for time worked and shall be deemed as compensation for deadheading between Toronto and Oshawa. The transportation cost for the deadheading shall be borne by the employee concerned. This Memorandum of Agreement may be cancelled upon thirty days' notice in writing by either party to the other.

Signed at Toronto, Ont., this 20th day of August 1971.

FOR THE COMPANY:

**(Sgd) W.G. Piggott**  
For: Vice-President  
Great Lakes Region

**(Sgd) W.S. Mason**  
For: Vice-President  
Personnel & Labour  
Relations

FOR THE UNION:

**(Sgd) G. Robt. Ashman**  
General Chairman

---

\*Now Article 17 in current Agreement



**Addendum No. 21**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the United Transportation Union, with respect to payment for deadheading to Trainmen assigned to the spare board at Toronto who are ordered and perform service at Oakville, Clarkson, Port Credit and Ajax.

IT IS AGREED that in the application of \*Article 21 of Agreement 4.16, Trainmen assigned to the Toronto spare board who are ordered to deadhead to Oakville, Clarkson, Port Credit and Ajax and perform service at these locations, will be allowed one hour and thirty minutes at the pro-rata yard rate in each direction; such payment shall be in addition to pay for time worked and shall be deemed as compensation for deadheading between Toronto and the points mentioned for which ordered. The transportation cost for the deadheading shall be borne by the employee concerned.

This Memorandum of Agreement may be cancelled upon thirty days' notice in writing by either party to the other.

Signed at Toronto, Ont., this 20th day of August 1971.

FOR THE COMPANY:

**(Sgd) W.G. Piggott**  
For: Vice-President  
Great Lakes Region

**(Sgd) W.S. Mason**  
For: Vice-President  
Personnel & Labour  
Relations

FOR THE UNION:

**(Sgd.) G. Robt. Ashman**  
General Chairman

---

\*Now Article 17 in current Agreement

## **Addendum No. 22**

### **CANADIAN RAILWAY OFFICE OF ARBITRATION**

MEMORANDUM OF AGREEMENT made this 1st day of September 1971 to amend and renew the founding Agreement establishing the Canadian Railway Office of Arbitration dated the 7th day of January 1965 (as amended and renewed since that date).

IT IS AGREED by and between the signatories as follows:

1. There shall be established in Montreal, Canada, the Canadian Railway Office of Arbitration, hereinafter called the "Office of Arbitration".
2. There shall be a single Arbitrator hereinafter called the "Arbitrator" to be appointed by the signatories hereto who shall have the duties and functions set out herein. The administrative responsibilities of providing and administering necessary clerical staff, premises, facilities and other arrangements necessary to enable the Arbitrator to exercise his function shall be discharged by an Administrative Committee responsible to the signatories hereto and composed of one representative appointed by the signatories whose names appear in Appendix "B" hereof.
3. The arbitrator shall be appointed for a term of one year and may be re-appointed for an additional term or terms of one year as the signatories hereto may decide.

The arbitrator may be replaced at any time by mutual agreement of the signatories, temporarily or permanently in the event of his inability, refusal or failure to exercise his functions.

4. The jurisdiction of the Arbitrator shall extend and be limited to the arbitration, at the instance in each case of a railway, being a signatory hereto, or of one or more of its employees represented by a bargaining agent, being a signatory hereto, of:
  - (A) disputes respecting the meaning or alleged violation of any one or more of the provisions of a valid and subsisting collective agreement between such railway and bargaining agent, including any claims, related to such provisions, that an employee has been unjustly disciplined or discharged; and
  - (B) other disputes that, under a provision of a valid and subsisting collective agreement between such railway and bargaining agent, are required to be referred to the Canadian Railway Office of Arbitration for final and binding Settlement by arbitration,

but such jurisdiction shall be conditioned always upon the submission of the dispute to the Office of Arbitration in strict accordance with the terms of this Agreement.

5. A request for arbitration of a dispute shall be made by filling notice thereof with the Office of Arbitration not later than the eighth day of the month preceding that in which the hearing is to take place and on the same date a copy of such filed notice shall be transmitted to the other party to the grievance. A request for arbitration respecting a dispute of the nature set forth in Section (A) of Clause 4 shall contain or shall be accompanied by a Joint Statement of Issue. A request for arbitration of a dispute of the nature referred to in Section (B) of Clause 4 shall be accompanied by such documents as are specifically required to be submitted by the terms of the collective agreement which governs the respective dispute. On the second Tuesday in each month, the Arbitrator shall hear such disputes as have been filed in his office, in accordance with the procedure set forth in this Clause 5. No hearing shall be held in the month from time to time appointed for the purposes of vacation for the Arbitrator, nor shall a hearing be held in any other month unless there are awaiting such hearing at least two requests for arbitration that were filed by the eighth day of the preceding month, except that the hearing of a dispute shall not be delayed for the latter reason only for more than one month.

**6.** Subject always to the provisions of this Agreement the Arbitrator shall make all regulations necessary for the hearing of disputes by the Arbitrator which are consistent with the terms of this Agreement and such regulations may be amended by the Arbitrator from time to time as necessary.

**7.** No dispute of the nature set forth in Section (A) of Clause 4 may be referred to the Arbitrator until it has first been processed through the last step of the Grievance Procedure provided for in the applicable collective agreement. Failing final disposition under the said procedure a request for arbitration may be made but only in the manner and within the period provided for that purpose in the applicable collective agreement in effect from time to time or, if no such period is fixed in the applicable collective agreement in respect to disputes of the nature set forth in Section (A) of Clause 4, within the period of 60 days from the date decision was rendered in the last step of the Grievance Procedure.

No dispute of the nature set forth in Section (B) of Clause 4 may be referred to the Arbitrator until it has first been processed through such prior steps as are specified in the applicable collective agreement.

**8.** The Joint Statement of Issue referred to in Clause 5 hereof shall contain the facts of the dispute and reference to the specific provision or provisions of the collective agreement where it is alleged that the collective agreement has been misinterpreted or violated. In the event that the parties cannot agree upon such joint statement either or each upon forty-eight (48) hours' notice in writing to the other may apply to the Arbitrator for permission to submit a separate statement and proceed to a hearing. The Arbitrator shall have the sole authority to grant or refuse such application.

**9.** The Arbitrator shall not decide a dispute without a hearing. At the hearing each party shall submit to the Arbitrator a written statement of its position together with the evidence and argument in support thereof.

**10.** The parties to a dispute submitted to the Arbitrator may at any hearing be represented by Counsel or otherwise as they may respectively elect.

**11.** The Arbitrator may make such investigation as he deems proper and may require that the examination of witnesses be under oath or affirmation. Each party to a dispute shall have the right to examine all witnesses called to give evidence at the hearing. The Arbitrator shall not be bound by the rules of evidence and practice applicable to proceedings before courts of record but may receive, hear, request and consider any evidence which he may consider relevant.

**12.** The decision of the Arbitrator shall be limited to the disputes or questions contained in the joint statement submitted to him by the parties or in the separate statement or statements as the case may be, or, where the applicable collective agreement itself defines and restricts the issues, conditions or questions which may be arbitrated, to such issues, conditions or questions.

His decision shall be rendered, in writing together with his written reasons therefor, to the parties concerned within 30 calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute, unless the applicable collective agreement specifically provides for a different period, in which case such different period shall prevail.

The decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of the applicable collective agreement.

**13.** Each decision of the Arbitrator which is made under the authority of this Agreement shall be final and binding upon the Railway, the bargaining agent and all employees concerned.

**14.** Through the Office of Arbitration, the Arbitrator shall report the decision in each case and the reasons for such decision to all signatories hereto.

**15.** The Office of Arbitration shall maintain a complete and accurate record of all disputes submitted to it and of all decisions made by the Arbitrator or other dispositions respecting them, including the signed originals of all such decisions.

**16.** The signatories respectively shall do all such acts and things as are necessary to enable the Arbitrator to make proper findings respecting the matters in dispute and no signatory shall obstruct, delay or prevent the Arbitrator from proceeding with the matter before him or from making his decision.

**17.** The expenses of operating and administering the Office of Arbitration, including the fees and expenses of the Arbitrator and all necessary clerical and technical assistance shall be borne one-half by the Appendix "A" signatories and one-half by the Appendix "B" signatories. At the commencement of each year the Administrative Committee shall estimate the total ensuing year and, at that time and from time to time thereafter during the year shall make interim preliminary assessments equally upon the Appendix "A" signatories and the Appendix "B" signatories sufficient to defray current expenses currently. At the end of each year the total annual expenses actually incurred shall be apportioned as set out and all necessary credits and debits shall be made accordingly.

**18.** This Agreement shall be reviewed on an annual basis by the signatories hereto, which review shall take place on or before the first day of July in each year. At the time of this review the appointment of the Arbitrator shall be made, subject to the provisions of Clause 3 hereof, and any changes or alterations shall then be implemented as may be mutually agreed upon between the signatories hereto.

**19.** Any other recognized bargaining agent acting on behalf of the employees of a railway company which is a signatory hereto and any non-signatory railway company together with some or all of the recognized bargaining agents which represent its employees may from time to time be permitted to accede to these presents and, except as provided below, to be regarded for all the purposes hereof as if signatories hereto and as if their respective names appeared in Appendix "A", in the case of railway companies, or in Appendix "B", in the case of recognized bargaining agents, as the case may be, by filing a suitable written instrument of accession and attornment at the Office of Arbitration; provided, however, that the validity and operation of every such instrument shall be conditioned upon the prior concurrence and acceptance of it by all the signatories hereto as evidenced by the subscription or endorsement by each of the said instrument before it is filed.

**20.** Railway companies and recognized bargaining agents which accede to these presents, as provided for in Clause 19 hereof, will not have the right or power to terminate this Agreement. However, any such party may, following the first anniversary of its accession and attornment withdraw from this Agreement as of the 31st day of August in any year during the term hereof by giving at least 60 days' notice in writing of its intention to withdraw to the other parties (which notice shall be given by registered prepaid post) and by filing concurrently therewith a copy of such notice with the Office of Arbitration.

**21.** This Agreement shall commence on the first day of September, 1971 and shall remain in effect until August 31, 1972 and shall thereafter be renewed annually unless amended or terminated by the mutual agreement of the parties hereto; provided that any signatory hereto may withdraw from this Agreement as of the 31st day of August in any year during the term hereof by giving at least 60 days' notice in writing of its intention to withdraw to the other parties (which notice shall be given by registered prepaid post) and by filing concurrently therewith a copy of such notice with the Office of Arbitration.

APPENDIX "A"

For: Canadian Pacific Limited  
Windsor Station, Montreal 101, Quebec

**(Sgd)R. Colosimo**  
Manager, Labour Relations

For: Canadian National Railway Company  
Canadian National Steamship Company  
935 LaGauchetiere Street West,  
Montreal 101, Quebec

**(Sgd)W.S. Mason**  
Manager, Labour Relations

APPENDIX "B"

For: United Transportation Union

**(Sgd) G.C. Gale**

Vice-President  
610 Broadway Avenue  
Winnipeg, Man.

For: Brotherhood of Locomotive Engineers

**(Sgd) L.O. Hemmingson**

Vice-President  
640 Cathcart St., Room 103  
Montreal 111, Que.

For: Brotherhood of Maintenance of Way Employees

**(Sgd) W.M. Thompson**

Vice-President  
1708 Bank St.,  
Ottawa 8, Ont.

For: Canadian Brotherhood of Railway, Transport and General Workers

**(Sgd) J.A. Pelletier**

National Vice-President  
230 Laurier Avenue West  
Ottawa 4, Ont.

For: Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees

**(Sgd) W.C.Y. McGregor**

Int. Vice-President  
Suite 690, 550 Sherbrooke St. West  
Montreal 111, Que.

Signed at Montreal, Quebec, this 1st day of September 1971.

**Addendum No. 23 – Archived 2015**

**Addendum No. 24**

**CANADIAN NATIONAL RAILWAY COMPANY  
Atlantic Region**

MEMORANDUM OF UNDERSTANDING between the Canadian National Railway Company and the United Transportation Union in respect of an arrangement to equalize work between the 6th and 7th Seniority Districts.

IT IS AGREED, effective 0001 hour July 19, 1971 that:

1. Switching at Berry Mills, N.B. will be performed by the crew on the 2230 hours V.I.C. yard assignment, Moncton, N.B. However, if it becomes necessary it may be performed by another assignment on an exception basis. A three-man crew will be used in either case.
2. The Yard Foreman on the above assignment will submit an extra copy of his time return which will indicate the time the engine leaves and returns to Gort. The time worked west of Gort will be totalled each two-week period for the purpose of recording the work to be equalized by the 7th Seniority District men.
3. Time west of Gort will be equalized on the basis of a multiple of three, i.e. the actual time will be multiplied by three to determine the time to be equalized by the 7th Seniority District men.
4. Work thus accruing to 7th Seniority District men will be equalized immediately prior to the Spring and Fall change of time card, unless otherwise mutually agreed between the appropriate Company Officer and the Local Chairperson.
5. One Yard Helper's position on the 2230 hour V.I.C. assignment will be filled by a 7th Seniority District man to equalize the time so accrued and he will not be subject to displacement while filling such position.
6. The provisions of \*Article 90 and \*\*91 of Agreement 4.16 shall not apply nor shall the Company be subject to claims for run-arounds or loss of earnings as a result of the application of this arrangement.
7. This Memorandum of Understanding is subject to cancellation on thirty days' notice in writing from either party to the other.

Signed at Moncton, N.B., this 29th day of November 1971.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd) G.R. Boulet**

For: Vice-President  
Atlantic Region

**(Sgd) Paul LaRochelle**

General Chairman

**(Sgd) W.S. Mason**

For: Asst. Vice-President  
Labour Relations

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\*Now Article 37 in current Agreement

\*\*Now Article 57 in current Agreement

**Addendum No. 25 – Archived 2015**

**Addendum No. 26- Archived 2015**



## Addendum No. 27

### CANADIAN NATIONAL RAILWAY COMPANY

#### St. Lawrence and Great Lakes Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union (T) specifying the terms and conditions which will apply when the operation of train crews between Montreal, Quebec and Belleville, Ontario, through Brockville, Ontario becomes effective on 13 August 1972.

1. Subject to the provisions of Item 2 below train crews may be operated between Montreal and Belleville, through Brockville, Ontario.

2. If, except as a result of conditions over which the Company has no control, the operation of the train crews of any particular train on a run-through basis between Montreal and Belleville results in such crews being consistently on duty over 10 hours and/or being consistently over 9 hours operating between the designated main track switches of these terminals, the conditions applicable to the operation of train crews of such train as they relate to the run-through operation will be reviewed by the General Chairman and the General Superintendents Transportation. If settlement is not reached within ten days of the request for a review, the run through operation of the train in question will be subject to renegotiation upon request from the General Chairman to the Vice-Presidents. Such request will be in writing and must be submitted within thirty days following the review by the General Chairman and the General Superintendents Transportation. Failing agreement, the matters in dispute shall be subject to the provisions of \*Article 146, sub-paragraph (c), (d), (e), (f) and (g) of paragraph 146.1 of Agreement 4.16.

3. Except as otherwise provided in Item 4 below, new run through assignments established as a result of this Memorandum of Agreement will be bulletined to the seniority district pursuant to \*\*Article 67, paragraph 67.7.

4. At the effective date of this Memorandum of Agreement, Toronto based Road Service Employees who, immediately prior to such effective date, are regularly assigned to train crews which operate between Toronto and Brockville through Belleville and who are regularly assigned to Toronto terminal will have the right to apply, along with Road Service Employees who are regularly assigned to the terminal of Belleville, for:

- (a) the two regular passenger service assignments identified as G3 and G8; and
- (b) the two regular assignments operating trains 647 and 648 between Kingston and Toronto.

The assignments shown in a) and b) above shall be bulletined to the employees mentioned herein sufficiently in advance to allow the successful applicants to move into such assignments on the date the run throughs are implemented.

Toronto based Road Service Employees who are successful applicants for the above described positions shall be considered as regularly assigned to the terminal of Belleville.

5. Road Service Employees identified in a), b) and c) below, will be eligible for the relocation benefits specified in Item 6 of this Memorandum of Agreement provided they fulfill the basic qualifications specified in \*\*\*paragraph 146.2 of Article 146:

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\* Now Article 79, paragraph 79.1, sub-para C to G inclusive, in current Agreement

\*\* Now Article 48, paragraph 48.4, in current Agreement

\*\*\* Now Article 79, paragraph 79.2, in current Agreement

- (a) Road Service Employees with home terminal Belleville who as a direct result of the Brockville run through must change their home terminal in order to hold work as a Road Service Employee;
- (b) Road Service Employees with home terminal Toronto who as a direct result of the Brockville run through must change their home terminal in order to hold work as a Road Service Employee;
- (c) Those of the 39 Toronto based Road Service Employees who, immediately prior to the effective date of this Memorandum of Agreement, are regularly assigned to train crews which operate between Toronto and Brockville through Belleville, and who elect to change their home terminal in order to hold work as a Road Service Employee, on an assignment other than those mentioned in Item 4; and
- (d) Road Service Employees with home terminal Montreal who as a direct result of the Brockville run through must change their home terminal in order to hold work as a Road Service Employee.

6. The relocation benefits which will be allowed the employees who are identified in Item 5 above will be those provided in \*\*\*Article 146, sub-paragraphs (c) to (i) inclusive of paragraph 146.2 of Agreement 4.16 except that the commuting allowance provided in this Item 6 shall apply in lieu of the monthly allowance of \$25.00 provided in sub-paragraph (i) of paragraph 146.2.

#### **Commuting Allowance**

If an employee who is eligible for moving expenses does not wish to move his household to his new location, he may opt for a commuting allowance which will be payable, so long as he remains at his new location, for a maximum of 12 months from the date of transfer to his new location. An employee claiming under this Item may, under the terms of Item (6) of Rule (c), elect within that 12-month period to move his household effects, in which case the amount paid out under this Item shall be deducted from the relocation expenses allowable.

The commuting allowance payable under this provision shall be 10 cents per mile with a maximum payment of \$100.00 per month. It shall be determined on the basis of the actual additional mileage, via the shortest direct route, which the employee is required to travel to the terminal at which he holds work, as compared to the mileage which he travelled to the terminal at which he worked immediately prior to the transfer.

7. A Conductor in a crew operating through Brockville who is unacquainted with the portion of the run which is outside of his seniority district will be supplied with a pilot for such portion of the run. This provision will apply only to a man who is initially assigned to a conductor's position in a crew which operates through Brockville at the time the run-through operation is implemented and will be limited to two trips for any one conductor.

8. When both Montreal and Belleville crews are operated in unassigned service between Montreal and Belleville through Brockville, such crews which are at their away-from-home terminal will, six hours after their off-duty time, be placed for trips to their home terminal, ahead of crews in unassigned service which are at their home terminal. In relation to one another, crews in unassigned service which are at their away-from-home terminal will establish their turn in accordance with \*\*\*\*Article 73 of Agreement 4.16. The operation of crews under this provision will not constitute a run-around.

9. In the application of \*\*\*\*\*Article 56 of Agreement 4.16, the Company will maintain a record of the miles operated by road service employees in unassigned service operating through Brockville under the

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\*\*\*\* Now Article 30, in current Agreement

\*\*\*\*\* Now Article 46, paragraph 46.18, in current Agreement

terms of this Memorandum of Agreement. The Local Chairman concerned will be furnished with a copy of such record at 3-month intervals.

**10.** The understanding reached at conference in Toronto, April 21, 1943 concerning the manning of extra passenger service between Toronto and Brockville is not applicable to members of the basic crew consist of extra passenger trains operated through Brockville without a change of train crew under the terms of this Memorandum of Agreement.

Train crews operating through Brockville on extra passenger trains will be handled in accordance with \*\*\*\*\* Article 37, paragraph 37.4 of Agreement 4.16.

**11.** Except as provided in Item 4 above, the provisions of this Memorandum of Agreement do not apply in respect to the regular assignments in passenger service operating in the territory between Toronto and Montreal.

**12.** This Memorandum of Agreement is pursuant to \*Article 146 of Agreement 4.16, and is in full and final settlement of all matters pertaining to the operation of train crews through Brockville, Ontario.

Signed at Montreal, Quebec, this 29th day of June, 1972.

FOR THE COMPANY:

**(Sgd) K.L. Crump**  
Asst. Vice-President  
Labour Relations

FOR THE UNION:

**(Sgd) G. Robt. Ashman**  
General Chairman

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\*\*\*\*\* Now Article 17, paragraph 17.8, in current Agreement

**Addendum No. 28 – Archived 2015**

**Addendum No. 29 – Archived 2015**

**Addendum No. 30**

**CANADIAN NATIONAL RAILWAY COMPANY**

Montreal, Quebec  
February 1, 1974

Mr. D.W. Blair  
Vice-President  
Moncton

Mr. W.D. Piggott  
Vice-President  
Toronto

Mr. J.F. Roberts  
Vice-President  
Montreal

As you know, the U.T.U.(T) submitted a proposal in negotiations concerning accommodation for employees assigned to outpost positions who normally elect to drive to and from their homes but, on occasion, because of extreme weather conditions, are prevented from returning to their homes.

We are aware that in such circumstances, and when there is no other transportation available, line officers have used good judgment and made ad hoc arrangements which permit employees to make use of Company facilities where they are available, or, when they are not available, arrangements have been made at Company expense for a room in a motel/hotel. These arrangements have prevailed until the weather conditions improved enough to permit the employees to return home.

We have informed the Union that, while we are not prepared to amend the collective agreement to the extent requested, we would ask that our line officers continue to use good judgment in such situations. We would ask that you ensure that all concerned are made aware of this.

**(Sgd) J.L. Cann**

For: K.E. Hunt  
Vice-President  
Operations & Maintenance

cc: Mr. P. LaRochelle, General Chairman, U.T.U.  
Mr. G.R. Ashman, General Chairman, U.T.U.  
Mr. G.E. McLellan, Asst. General Chairman, U.T.U.

**Addendum No. 31**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union (T) effective 25 April 1971, with respect to the inclusion of Malport Yard as one of the series of yards comprising Toronto Terminal.

The Memorandum of Agreement signed at Toronto, Ontario, 27 August 1966, with respect to the inclusion of Toronto Yard as one of the series of yards comprising Toronto Terminal is cancelled insofar as employees represented by the United Transportation Union (T) are concerned, and the following substituted therefor:

**1.**

**(a)** Switching limits of Toronto Terminal are extended to include:

The Toronto Yard; the Newmarket Subdivision to Mileage 15.0; the Bala Subdivision to Mileage 17.0; the York Subdivision between Doncaster (Mileage 18.4, the junction with the Bala Subdivision) and Toronto Yard; the Halton Subdivision between Toronto Yard and Mileage 15.6; and the Weston Subdivision to Mileage 17.0 (Junction with Halton Subdivision).

**(b)** Following are the points designating the switching limits of Toronto Terminal:

Bala Subdivision	— Mileage	0.0 to 17.0
Halton Subdivision	— Mileage	0.0 to 15.6
Newmarket Subdivision	— Mileage	2.4 to 15.0
Oakville Subdivision	— Mileage	0.0 to 9.4
Kingston Subdivision	— Mileage	323.2 to 335.8
Uxbridge Subdivision	— Mileage	59.5 to 60.9
Weston Subdivision	— Mileage	0.0 to 17.0
York Subdivision	— Mileage	18.4 to 25.2

**2.**

**(a)** Except as provided in Clauses (b), (c) and (d) hereof, Consolidated 13th and 14th Seniority District Yardmen will man all yard assignments and transfers which operate in Toronto Yard and between Toronto Yard and other yards in Toronto Terminal.

**(b)** Two such yard assignments will be bulletined to 15th Seniority District Road Service Employees.

**(c)** One of the assignments referred to in Clause (b) will be restricted to work between Toronto Yard and Mileage 9.0 on the Newmarket Subdivision and the other between Toronto Yard and Mileage 5.4 on the Bala Subdivision.

**(d)** U.T.U. representatives and the proper officer of the Company may meet to discuss the work locations of assignments referred to in Clause (c) above.

**3.** Transfers manned by yard crews may be operated between Toronto Yard and other yards in Toronto Terminal over the York and Uxbridge Subdivisions without penalty. It is understood that transfer movements so operated will not set out or lift cars or perform switching outside of designated switching limits.

**4.** The York Subdivision and that portion of the Halton Subdivision from Toronto Yard to Halwest is included in the Consolidated 13th and 14th Seniority District for Road Service Employees.

5. The Company will arrange for the Toronto Transit Commission to provide 24-hour public transportation to the entrance to Toronto Yard. The Toronto Yard can be considered as being located in the second T.T.C. fare zone. The Company will provide free transportation as required within the confines of Toronto Yard.

6.

- (a) Road crews not based at Toronto who are released from duty at a point other than Toronto Yard and who are required to make use of rest house facilities in Toronto Yard, will be provided free transportation from the point released from duty to the rest house.
- (b) Road crews not based at Toronto who are required to use the rest house facilities in Toronto Yard and are required to report for duty at another point in Toronto Terminal, will be provided free transportation from Toronto yard to the point required to report for duty.
- (c) Toronto based crews, whether assigned or unassigned, who are required to report for duty at one point in Toronto Terminal and are released from duty at another point in Toronto Terminal will be provided free transportation to the starting point.
- (d) It is understood, subject to future review by reason of changed conditions, that transportation will be by Company or Contract vehicle.
- (e) Except as provided for in \*Article 88 of Agreement 4.16, crews referred to in Clauses (a), (b) and (c) above will be allowed an arbitrary of one hour for such movement, at the rate applicable to the service for which called.

Signed at Toronto, Ontario, this 11th day of February, 1974.

FOR THE COMPANY:

**(Sgd) D.W. Brayshaw**

For: Vice-President  
Great Lakes Region

**(Sgd) G.H. Bloomfield**

For: Vice-President  
Personnel & Labour Relations

FOR THE UNION:

**(Sgd) G. Robt. Ashman**

General Chairman

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

Assistant General  
Chairman

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\* Now Article 35, paragraphs 35.9 and 35.10, in current Agreement

**Addendum No. 32 – Archived 2015**

**Addendum No. 33 - DELIBERATELY LEFT BLANK**



**Addendum No. 34**

**CANADIAN NATIONAL RAILWAY**

**Great Lakes Region**

MEMORANDUM OF AGREEMENT between Canadian National Railway Company, Great Lakes Region, and the United Transportation Union (T), providing payment to certain yard service employees called to perform service at Malport yard, Toronto, Ontario.

IT IS AGREED that effective 15 January 1974:

1. Yard service employees governed by Agreement 4.16 having a seniority date on the yard service seniority list for the Consolidated 13th and 14th District prior to 15 January 1974, who are assigned to the Toronto spare board for yardmen or yard service employees who perform relief work in accordance with Article 82, paragraphs 82.9 to 82.11 inclusive, Agreement 4.16, who are called to perform service at Malport yard will be allowed one hour at pro rata yard rate in each direction, in addition to time worked at Malport.

2. The Company will not be responsible for transportation to or from Malport yard.

Signed at Toronto, Ontario, this fourth day of March 1974.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd) D.W. Brayshaw**

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

For: Vice-President

Asst. General Chairman

Great Lakes Region

**(Sgd) W.S. Mason**

For: Vice-President

Personnel & Labour Relations

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\* Now Article 56, paragraphs 56.17 to 56.19 inclusive, in current Agreement

**Addendum No. 35 – Archived 2015**

**Addendum No. 36 – Archived 2015**

**Addendum No. 37**

**CANADIAN NATIONAL RAILWAY COMPANY**

**St. Lawrence Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union (T) with respect to the inclusion of Rivière-des- Prairies Yard within the switching limits of Montreal Terminal.

IT IS AGREED, effective 0001 hour, 27 April 1975:

1. Switching limits will be extended:
  - (a) from mileage 137.5 of the St. Laurent Subdivision eastward to mileage 126.6 of the Joliette Subdivision.
  - (b) from mileage 1.8 of the Longue Pointe Subdivision eastward to the junction switch at mileage 127.8 of the St. Laurent Subdivision.
2. The assignments operating out of Rivière-des- Prairies Yard will be manned as follows:
  - (a) Road Switching 586-587 by 11th District trainmen. This assignment may perform switching service on that portion of the territory within switching limits, notwithstanding the provisions of \*Article 119.
  - (b) Yard Switcher No. 9, formerly Road Switcher 594-595, by 11th District trainmen.
  - (c) All other Yard Switchers, including extra switchers and additional assignments, by 12th district yardmen.
3. Any reductions in assignments will be absorbed by the seniority district manning such assignments at the time of the reductions.
4. All yardmaster positions at Rivière-des-Prairies will be manned by 12th District yardmasters.
5. The Memorandum of Agreement of 18 September 1969, with respect to the manning of Transfer service between the East-End and West-End Yards of Montreal Terminal over the Bout de l'île Line, is hereby amended by deleting the last two paragraphs reading:

"The Switching service at National Quarries will continue to be manned by Yardmen notwithstanding the fact that the Quarry is situated some considerable distance outside the recognized switching limits."

"Should the present designated switching limits be changed, the division of work will be revised accordingly."

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\*Now Article 41 in current Agreement

Signed at Montreal, Que, this 24th day of April 1975.

FOR THE COMPANY:

**(Sgd) A. Duguay**

For: Vice-President  
St. Lawrence Region

**(Sgd) W.S. Mason**

For: Asst. Vice-President  
Labour Relations

FOR THE UNION:

**(Sgd) Paul LaRochelle**

General Chairman  
(11th Sen. District)

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

General Chairman  
(12th Sen. District)

**Addendum No. 38**

**CANADIAN NATIONAL RAILWAY COMPANY**

**St. Lawrence Region**

MEMORANDUM OF AGREEMENT between Canadian National Railway Company, St. Lawrence Region, and the United Transportation Union, providing for transportation to and from Rivière-des-Prairies Yard, Montreal, Que.

IT IS AGREED that effective 27 April 1975:

1. The Company will arrange for free transportation as provided hereunder, to employees covered by Agreements 4.2 and 4.16 who are called from the spare board or regularly assigned to work at Rivière-des-Prairies Yard.

(a) This transportation will be provided between Rivière-des-Prairies Yard and the corner of Henri-Bourassa and Lacordaire Boulevards, seven days a week, as follows:

(b) From Monday through Friday, with the exception of statutory holidays, transportation will be provided on a continuous basis from 06:00 hrs to 00:01 hr, leaving the two points designated above at the following times:

<b>Henri-Bourassa/ Rivière-des-Prairies</b>	<b>Lacordaire</b>
06:00 hrs	06:30 hrs
07:00 hrs	07:30 hrs
08:00 hrs	08:30 hrs
09:00 hrs	09:30 hrs
10:00 hrs	10:30 hrs
11:00 hrs	11:30 hrs
12:00 hrs	12:30 hrs
13:00 hrs	13:30 hrs
14:00 hrs	14:30 hrs
15:00 hrs	15:30 hrs
16:00 hrs	16:30 hrs
17:00 hrs	17:30 hrs
18:00 hrs	18:30 hrs
19:00 hrs	19:30 hrs
20:00 hrs	20:30 hrs
21:00 hrs	21:30 hrs
22:00 hrs	22:30 hrs
23:00 hrs	23:30 hrs
00:01 hr	—

(c) From Monday through Friday, during the period not covered above, i.e. 00:01 to 06:00 hrs, on week-ends and statutory holidays listed in the collective agreements, transportation will be provided by taxi, upon request, between the two points designated in the above paragraph 1(a).

(d) The Company will communicate the provisions of this Memorandum of Agreement to employees by bulletin.

2. The provisions of Item 1 above apply to employees who were in the service of the Company on 27 April 1975.

3. These transportation arrangements at Rivière-des-Prairies may be reviewed by either party serving a thirty (30) calendar days' notice on the other party.

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

FOR THE COMPANY:

**(Sgd) A. Duguay**  
For: Vice-President  
St. Lawrence Region

**(Sgd) W.S. Mason**  
For: Asst. Vice-President  
Labour Relations

FOR THE UNION:

**(Sgd) G.E. McLellan**  
General Chairman  
(12th Seniority District)

**(Sgd) Paul LaRochelle**  
General Chairman  
(11th Seniority District)

**Addendum No. 39 – Archived 2015**

**Addendum No. 40**

**CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the United Transportation Union (T) and the Canadian National Railway Company providing the conditions which will apply to Yard Foremen on the 11th Seniority District when selected and trained as Locomotive Engineers.

Effective August 1, 1976, the Memorandum of Agreement signed at Montreal, Quebec, on December 11, 1974 is cancelled, and the following will be substituted therefor.

1. Senior classed Yard Foremen will be given full and unprejudiced consideration in the selection by the Company of candidates to accept training under the terms of this Memorandum of Agreement.
2. Bulletins calling for applications for selection as trainees will be issued to classed Yard Foremen on the 11th Seniority District to work as Locomotive Engineer on the Locomotive Engineers' 2nd Seniority District, when qualified.
3. Candidates will be considered qualified as Locomotive Engineer on the successful completion of the Company's training course. If during the training course the Company determines that a candidate is not suitable for promotion to Locomotive Engineer, his training will be discontinued and he will be advised in writing of the reason for his disqualification.
4. During the period of time that a candidate is assigned to the Company's training course the following conditions will apply:
  - (a) He will make himself available for training as required and will be paid therefor at an all-inclusive rate per calendar week the amount specified in sub-paragraph 4.1(c) of Article 4 - Rates of Pay, Training Programs.
  - (b) He will not be considered as being in a Yard Service classification and will be subject only to the provisions governing Vacations, Health and Welfare, Medicare Allowance and Bereavement Leave in the collective agreement which governed his service at the date immediately prior to his commencing training. He will also be subject to the Union Dues Agreement;
  - (c) Away-from-home accommodation will be provided when reasonably required;
  - (d) He will be allowed \$6.00 per day for meals where such are not provided;
  - (e) He will be allowed an additional sum of money equal to one-seventh of the all-inclusive rate referred to in paragraph (a) of this item for each General Holiday which falls during the period of time he is assigned to the Company's training course.
5. Candidates who have qualified as Locomotive Engineer shall thereafter be known as Engine Service Yardmen and shall be designated by the letters E.S.Y. which will be shown opposite their names on the seniority lists where their names appear.
6. Such Engine Service Yardmen when assigned to Yard Service will, when available, be required in seniority order to accept calls for work as Locomotive Engineer on a tour of duty basis. In the event that an Engine Service Yardman fails to respond to a call on a tour of duty basis, he will not be considered as available for service in any capacity until such time as the employee accepting the call has returned and is released from duty at the terminal. The foregoing penalty provisions will not apply when there are no other qualified employees available to protect a position on which the Engine Service Yardmen can be used.

7. When a Yardman is in training to be a Locomotive Engineer in accordance with the provisions of Item 4 herein or when an Engine Service Yardman is promoted to the Locomotive Engineers' working list, the employee's regular position as a Yardman will be posted as a temporary vacancy and will be filled as such until the next change of timetable.

- (a) Should an Engine Service Yardman, upon being displaced from the Locomotive Engineers' working list at any terminal, elect to return to the Yardmen's ranks in preference to exercising his seniority as a Locomotive Engineer on the seniority district, he must:
- (i) return to the terminal to which last assigned as a Yardman and revert to the regular assignment he vacated when set up on the Locomotive Engineers' working list, or the spare board if he was assigned to such prior to being promoted; or
  - (ii) if he has been displaced off his regular assignment by a senior employee while he was set up on the Locomotive Engineers' working list go on the spare board at the terminal to which last assigned as Yardman; or
  - (iii) if a change of timetable has taken effect between the time he was promoted to the locomotive engineers' working list and the time he elects to return to the yardmen ranks he will be permitted to declare for a spare board position as yardman on his seniority district.

**NOTE:** Subject to (i) and (ii) of this sub-paragraph (a), when returning to the yardman ranks subsequent to the closing of change of time bids but prior to the effective date of the change he will be permitted to declare to the assignment of his choice which choice will be effective with the change of time.

- (b) If in the application of Item (ii) or (iii) of paragraph (a) hereof, an employee is unable to hold the spare board and there is a junior employee holding an assignment at that terminal, he may displace the junior employee on such assignment or exercise his seniority to a spare board on his seniority district.
- (c) The provisions of paragraphs (a) and (b) of this Item 7 will also apply to an employee upon completion of training when he is returning to a position under the Agreement.
- (d) While on the spare board an Engine Service Yardman will be called in his turn for spare work as a yardman. Such employee will also be permitted to apply for any vacancies which may come open under the provisions of the Agreement. An Engine Service Yardman will protect a Yard Foreman's vacancy pursuant to the provisions of Agreement 4.16, due regard being had to Item 8 of this Memorandum of Agreement.
- (e) When an Engine Service Yardman who is not working as a Locomotive Engineer is held back from the position to which he is assigned to protect work as a Locomotive Engineer on a tour of duty basis, he will, if so held and not used, be paid the earnings of the position to which assigned, unless he is assigned to the spare board when he will be paid a minimum day at Yard Helper's rate for each 8 hours or part thereof and stand first-out on the board (time held will be computed from the time compensation would have commenced on the tour of duty from which he was held back).

8. An Engine Service Yardman will be required to perform service as a Locomotive Engineer, in accordance with the agreement governing that classification, in preference to performing service in classifications covered by collective agreements with the United Transportation Union.

9. An Engine Service Yardman may relinquish his status as such for justifiable cause only with the prior concurrence of the proper officer of the Company and the General Chairman.



**10.** An Engine Service Yardman who, for any reason, forfeits or otherwise loses his right to work as such will thereafter not be permitted to make application for selection as Engine Service Yardman unless such application is agreed to by the proper officer of the Company and the General Chairman.

**11.** Engine Service Yardmen while working as Locomotive Engineers will retain and continue to accumulate seniority under agreements with the United Transportation Union and their names will continue to appear on the appropriate seniority lists, provided seniority rights are asserted within thirty calendar days after release from employment as Locomotive Engineer.

**12.** In the event interchangeable seniority rights are implemented on the 11th Seniority District, this Memorandum of Agreement will automatically be cancelled on the effective date of interchangeable rights and Engine Service Yardmen theretofore governed by this Memorandum of Agreement will be governed by Article 129 of Agreement 4.16.

The provisions of this Memorandum of Agreement shall prevail notwithstanding provisions in agreements with the United Transportation Union which may be in conflict with or restrict the full application of the provisions hereof.

Signed at Montreal, Quebec, this 19th day of July, 1976.

FOR THE COMPANY:

FOR THE UNION:

**(Sgd) W.S. Mason**

**(Sgd) P. LaRochelle**

For: Assistant Vice-President  
Labour Relations

General Chairman

Note: Revised by Memorandum of Agreement dated December 14, 2001

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\*Now Article 66 in current Agreement

**Addendum No. 41 - INTENTIONALLY LEFT BLANK**

**Addendum No. 42**

**AGREEMENT 4.16**

**CANADIAN NATIONAL RAILWAYS**

**St. Lawrence and Atlantic Regions**

MEMORANDUM OF AGREEMENT between the Canadian National Railways, St. Lawrence and Atlantic Regions, and The United Transportation Union (T) with respect to the operation of freight trains over the Pelletier to St. André Cut-off.

IT IS AGREED that, effective with the opening of the new trackage between Pelletier on the Monk Subdivision and St. André on the Montmagny Subdivision, hereinafter referred to as the Pelletier Cut-off, the following will apply:

1. \*Article 124.11 will be amended to include the words "Pelletier to St. André".
2. Subject to the provisions of this Memorandum of Agreement, crews may be operated between Edmundston, N.B., and Joffre, Que., over the Pelletier Cut-off without changing of crews.
3. There will be two (2) regular trains in each direction, if practicable, manned by regularly assigned crews as follows:
  - (a) One westward and one eastward train manned by crews home terminated at Edmundston, N.B.
  - (b) One eastward and one westward train manned by crews home terminated at Joffre, Que.
4. Trains operating between Edmundston and Joffre, other than those referred to in Paragraph 3 above, will be manned by chain gang crews out of Edmundston and Joffre.
5. All trips, including deadheading, run by chain gang crews will be equalized on a 50-50 basis by such crews home terminated at Edmundston and Joffre.
6. The Company will maintain a record of all trips run by chain gang crews between Edmundston and Joffre and will advise the local chairmen concerned monthly of the details.
7. Chain gang crews operating trains between Edmundston and Joffre will stand first up at the away-from-home terminal after their final off-duty time.
8. When chain gang crews are deadheaded to the away-from-home terminal, they will stand first up on arrival.
9. In the application of Paragraphs 7 and 8 above and when chain gang crews are deadheaded between terminals for equalization purposes, the Company shall not be subject to runaround.

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\* Now Article 46, paragraph 46.11, in current Agreement

**10.** In cases of wrecks, snow blockades, washouts or other impassable track situations preventing the operation of trains between Edmundston and Joffre over the Pelletier Cut-off, crews will be permitted to operate trains between those points over the Monk Subdivision.

Signed at Montreal, Quebec, this 8th day of August, 1977.

FOR THE COMPANY:  
Signatures not reproduced.

FOR THE UNION:

**Addendum No. 43**

April 27, 1978

Mr. R.B. Ferrier  
General Superintendent  
Transportation  
Moncton, N.B.

Mr. J.M. Beaulieu  
General Superintendent  
Transportation  
Montreal, Quebec

Mr. A.A. Smail  
General Superintendent  
Transportation  
Toronto, Ontario

One of the proposals made by the United Transportation Union in the recent negotiations was that \*Article 154 - Grievance Procedure be revised.

During the negotiations, U.T.U. Officers explained that some Railway Supervisors were not complying with the provisions of \*Article 154. They specifically mentioned that cases not involving monetary claims were not dealt with within the specified time limits; also, very brief replies were being given by Supervisors without dealing with the points raised by the Union Representative in his letter.

You are reminded of the importance of dealing with **all** grievances within the prescribed time limits. It is appreciated that there may be an unusual case that cannot be handled within the time limits. In such instances, you should request an extension of the time limits from the appropriate Union Representative.

The last sentence of Step 1 of \*Article 154 reads: "In case of declination, the Supervisor will state his reasons from the decision in relation to the statement of grievance submitted". The wording in Step 2 is very similar. This wording clearly requires the Supervisor to deal with the points raised in the grievance.

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

**(Sgd) C.J. Tremblay**  
For: R.A. Walker  
Chief of Transportation

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\*Now Article 84 in current Agreement

**Addendum No. 44**

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

Mr. F.R. Oliver  
Assistant General Chairman  
United Transportation Union  
Toronto, Ontario

Gentlemen:

During the 1976 round of negotiations, you requested that the Company clarify what payment an employee would receive if he had to lose time in order to undergo a medical examination.

During our discussions, you referred to instances where employees required to undergo periodic medical examinations cannot do so without losing time because their off-duty hours do not correspond with the business hours of the medical examination facilities. An example cited was that of an employee assigned to a day shift in yard service with Saturday and Sunday as days off who has to undergo his periodic medical examination at a CN Medical Clinic. Because of the business hours of the clinic, such employee might have to lose time in order to undergo the examination.

The Company advised you that wherever practicable an employee should take his periodic medical examination during his off-duty hours and in such cases the provisions of \*Article 137 of Agreement 4.16 would apply.

However, the Company agreed that in situations where this could not be done, then an employee required to undergo a periodic medical examination on proper authority from the Company during on-duty hours will be paid pursuant to the provisions of \*\*Article 136 of Agreement 4.16.

During these discussions you also raised a situation where an employee, while in service, may be required by the Company to undergo medical examinations at other than the prescribed intervals for periodic medical examinations. An example cited related to an individual who, as a result of a diagnosis during a periodic medical examination, is required by the Company to undergo a medical examination at more frequent intervals.

The Company stated that in such cases, an employee required to undergo such examination under proper authority from the Company during on-duty hours will be paid as outlined above.

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\* Now Article 71 in current Agreement

\*\* Now Article 70 in current Agreement

During the current round of negotiations, the Company agreed that any employee who is required to travel away from his home terminal to undergo medical examination with the proper authority of Company officers will be allowed actual reasonable expenses under the principle of \*\*\*paragraph 136.6 of Agreement 4.16 whether or not he loses time.

Yours truly,

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

For: Assistant Vice-President  
Labour Relations

cc: Messrs.

D.W. Blair, Vice-President, Moncton  
Y.H. Masse, Vice-President, Montreal  
A.R. Williams, Vice-President, Toronto  
R.J. Hansen, Vice-President, Winnipeg  
C.F. Armstrong, Vice-President, Edmonton

cc: Mr. P. Vaughan, Director of Medical Services, Montreal

cc: Mr. R.A. Walker, Chief of Transportation, Montreal

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\*\*\* Now Article 70, paragraph 70.6, in current Agreement

**Addendum No. 45**

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**Addendum No. 46**

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**Addendum No. 47**

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**Addendum No. 49**

May 28, 1980

Mr. P.M. Mandziak  
General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 208  
St. Thomas, Ontario N5P 3T7

Mr. G.E. McLellan  
General Chairman  
United Transportation Union  
Suite 507, 55 Eglinton Avenue East  
Toronto, Ontario M4P 1G8

Mr. F.R. Oliver  
General Chairman  
United Transportation Union  
Suite 507, 55 Eglinton Avenue East,  
Toronto, Ontario v

Gentlemen:

The introduction of the new discipline system was an important step forward in our continuing effort to improve our management/union relationship. In fact, we believe it is because of the trust and commitment that has been exhibited by both sides and at all levels that has encouraged the parties to explore other problem areas that have remained outstanding between us.

One of those problem areas has been the need to address ourselves to the problems that have resolved around the Company's administration of Rule 'G'. In fact, this was made a matter of record by Mr. Oliver at the last General Chairmen's Association meeting with the President when he raised the question directly with Mr. Bandeen.

You will recall that just prior to Mr. Oliver asking his question with respect to Rule 'G' the President had already made a comment in connection with the adversary system, stating:

"I think that to a large extent many of the issues which arise in labour relations should be approached on a joint problem solving basis and within a climate of mutual cooperation."

Then, in answer to Mr. Oliver's question, he stated:

"The discipline policy is another good example of non-adversary action and I can assure you that we will find a solution to the alcohol and drug problem. It certainly has my backing."

It is, therefore, in the light of this kind of background dialogue which has taken place between the Company and the Unions that this letter of understanding has been written, it being understood that a memorandum of agreement (Appendix A) does not always portray the spirit which is intended to flow from such a document.

The purpose of the trial project dealing with the administration of UCOR 'G' is straightforward and readily understandable. Simply stated, it is designed to **provide a mechanism that will keep employees who are under the influence of alcohol or drugs from being involved in the operation of trains**. The program is first and foremost intended to enhance the safety of operations and the personal safety of employees by encouraging employee participation in helping to monitor the fitness of all employees at work and by broadening the control of this problem beyond a management-initiated policy to that of a joint management/union program.

In this connection, it is our desire to establish an environment which is more conducive to open communication among all those concerned in order that we might extend the use of present **preventive** and treatment policies and through participation of all concerned foster a more **preventive** self-policing type of program which is in the interests of everyone.



Throughout our discussions in connection with this program, we have attempted to get at the heart of the matter and have similarly tried to capture the essence of the program in a few simple paragraphs which are reflected in the attached Memorandum of Agreement. But, in order to ensure that there is little or no misunderstanding, one or two clarifying comments may be helpful in our understanding of the program.

For example, when we make reference to "Subject to Duty" in paragraph (1) of the Memorandum of Agreement, we are using the term in the light of Mr. Weatherill's definition, i.e., when the employee accepts a call. It is clear from the Arbitrator's rulings that once a man "accepts a call" to come to work, he has placed himself in the position of being subject to duty. This would apply at the home and away-from-home locations.

In the case of paragraph 2 of the Memorandum of Agreement, we have tried to provide for a process that is reasonable in terms of practicability but flexible enough to take care of any unusual case that might occur. In any case, it is understood that an individual caught up in these circumstances will not be made to suffer excessive loss of wages while being held off work when in fact that is not warranted. This aspect of the program will be carefully monitored in order to ensure that employees who have been declared as not having an addiction problem will be returned to work without undue delay.

During the course of our discussions it was learned that at least one other Region has benefited from the introduction of "Management/Union Committees". These Committees play a central role, together with addiction authorities, in assisting employees to overcome their drinking problem. Because these Committees are in the best position to know the facts, the practice has been for them to prepare and submit a joint recommendation on behalf of those individuals who they believe warrant special consideration for reinstatement. Because of the apparent success of the Committees elsewhere on the System the Company and the Unions involved in this project have agreed to establish a Management/Union Committee at a location to be decided upon by the parties for the purpose of evaluating the advantages of such an arrangement. This aspect of the program will be reviewed as part of the overall pilot project at the end of the trial period.

The success of this pilot project (as was the case with the introduction of the new discipline system) will depend to a large extent on the good faith and genuine commitment of those involved. To assist those connected with this endeavour the Company will provide appropriate training for both Company and Union (local) officers who are directly involved. Union officers will be paid for such training. In addition, all those employees affected by the changes will be apprised of the new program jointly by management and union officers and informed of the new provisions which apply to them under this new program.

Yours truly,  
**(Sgd) D.L. Fletcher**  
Chief of Transportation

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

**(Sgd) W.R. Williams**  
Vice-President  
Great Lakes Region

I CONCUR:  
**(Sgd) F.R. Oliver**  
General Chairman

I CONCUR:  
**(Sgd) P.M. Mandziak**  
General Chairman

I CONCUR:  
**(Sgd) G.E. McLellan**  
General Chairman

## APPENDIX "A"

### CANADIAN NATIONAL RAILWAY COMPANY

#### Great Lakes Region

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, the United Transportation Union and the Brotherhood of Locomotive Engineers.

IT IS AGREED THAT effective October 6, 1980, the Company and the Unions noted above will commence a pilot project on the Great Lakes Region on a trial basis for a period of one year for the purpose of exploring a new approach dealing with the administration of U.C.O.R. Rule 'G' in accordance with the following:

1. Employees suspected of having consumed alcohol or using drugs while subject to duty or while on duty will not be dismissed on the first occasion when such incident is reported by a fellow employee or employees.

2. If the incident involves detection of a violation of this nature when an employee is reporting for duty, he will be sent home without pay and will be required to report as soon as an interview can be mutually arranged between the local Company officer(s) and local Union accredited representative(s). In any case the employee will be interviewed within 48 hours from the time he is removed from service unless mutually agreed between the Company officer and local Union accredited representative.

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

3. If the incident occurs while a road or yard service employee is **on duty**, the employee will be relieved of duty by the remaining members of the crew immediately the incident is observed and in the case of road service, if safety permits, the train will proceed to the next crew change point and the incident reported and arrangements for interview as above will be made.

4. If during the joint interview it is determined that the violation was caused by **poor judgment** only (i.e., no addiction problem) the employee will be counselled on the seriousness of his actions and warned in writing with a record retained on his personal file that a repeat offence will result in dismissal.

5. If, on the other hand, it is determined that the employee has an addiction problem, he will be afforded the terms and conditions contained in the company policy dealing with problem drinking and alcoholism and a record retained on his personal file. An employee who refuses the decision of the joint local union and local company officers who conducted the review shall have the right to refer his case to a duly recognized addiction specialist who he will authorize to make an assessment of his condition and provide a confidential report to the CN Medical Department. A copy of this report will be made available to the General Chairman and District Manager. If in the opinion of this addiction specialist it is revealed that the employee does **not** have a problem the provisions of Item No. 4 of this agreement will apply. If it is confirmed that the employee has indeed an addiction problem, he will be afforded the terms and conditions of the company's policy. Failure on his part to take advantage of such opportunity could, after proper investigation of his case, result in his dismissal.

6. If, in the course of any Rule 'G' investigation it is determined that a fellow employee(s) was aware of the violation of the rule and did not report or take action on this knowledge, such employee(s) will also be subject to investigation and possible discipline.

7. The General Chairman may, after a period of not less than six months, make a recommendation to the General Superintendent proposing the reinstatement of an employee(s) who was discharged for violation of Rule 'G' when he believes there are special circumstances which warrant this action. Such cases will be thoroughly reviewed by the General Superintendent and the General Chairman will be advised of the position being taken by the Company within 30 days of receiving the General Chairman's recommendation. Any action taken by regional management will follow the procedure normally connected with the provisions of Mr. Latimer's letter dated October 12, 1976 dealing with reinstatement.

8. An employee counselled or warned as described previously or reinstated after discharge in accordance with Company policy and later found to have violated Rule 'G' again will be dismissed following investigation without benefit of any of the above procedures.

9. Employees governed by this Memorandum of Agreement will continue to retain their normal rights of appeal in the grievance procedure under their respective agreements.

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

This Memorandum of Agreement is subject to cancellation by any one of the signatory parties to the Agreement on 30 days' notice in writing to the other parties.

Signed at Montreal, Quebec, this 28th day of May 1980.

FOR THE  
CANADIAN NATIONAL  
RAILWAY COMPANY:

**(Sgd) D.L. Fletcher**  
Chief of Transportation

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

**(Sgd) A.R. Williams**  
Vice-President  
Great Lakes Region

FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS:

**(Sgd) P.M. Mandziak**  
General Chairman

FOR THE UNITED  
TRANSPORTATION UNION

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

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

**Addendum No. 50 – Archived 2015**

**Addendum No. 51**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the United Transportation Union, with respect to payment for deadheading to employees assigned to the joint spare board at Capreol, Ontario, who are ordered to perform service at Sudbury, Ontario.

IT IS AGREED THAT effective 17 October 1980:

1. Employees assigned to the joint spare board at Capreol who are required to perform service in Sudbury Yard will be allowed
  - one hour and thirty minutes (1'30")
  - at pro rata rates in each direction at the rate applicable to the service for which called, in addition to payment for time worked at Sudbury Yard, as compensation for deadheading between Capreol and Sudbury Yard.
2. A Conductor Pilot who is required for more than one day to perform service within the confines of Sudbury Yard and is supplied with eating and sleeping facilities will only be allowed the payment referred to in Item 1 above for deadheading out on the first day and for deadheading in upon completion of the last tour of duty for which called.
3. A trainman who is authorized by the Company to use his private automobile in respect to Items 1 and 2 above, will be reimbursed for a total of 40 miles in accordance with paragraph 21.6 of \*Article 21.
4. In the application of this Memorandum of Agreement, except as provided in Item 2 above, accommodation will not be supplied Trainmen at Sudbury.
5. In the event an employee is unable to provide his own transportation in the application of the foregoing, the provisions of \*Article 21 will apply.
6. This Memorandum of Agreement is subject to cancellation on 30 days' notice in writing by either party.

Signed at Toronto, Ontario, this 12th day of January 1981.

FOR THE COMPANY:  
**(Sgd) M. Delgreco**  
For: Vice-President  
Great Lakes Region

FOR THE UNION:  
**(Sgd) R.T. Bennett**  
For General Chairman

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

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\* Now Article 17, paragraph 17.4, in current Agreement

**Addendum No. 52**

**CANADIAN NATIONAL RAILWAY COMPANY**

**St. Lawrence Region**

MEMORANDUM OF AGREEMENT between the United Transportation Union(T) and the Canadian National Railway Company with respect to the manning of vacancies at certain stations on the 12th Seniority District subsidiary to Montreal.

IT IS AGREED that, effective on the date of signing of this Memorandum of Agreement, the Memorandum of Agreement signed at Montreal, Quebec, May 7, 1973, is cancelled and replaced by the following provisions:

1. A Trainman assigned to the Montreal 12th Seniority District spare board who is called to perform service on an assignment home terminalled at one of the following stations will receive an allowance, as indicated hereunder, based on the road switcher rate for every day he works the assignment:

<b>Subsidiary Station</b>	<b>Allowance</b>
Granby	6 hours
Hawkesbury	6 hours
Coteau	4 hours
St. Hyacinthe	4 hours
St. Jean	3 hours
Beloeil	2 hours
Laprairie	2 hours

2. The allowance referred to in Item 1 is in lieu of any deadheading payment or living accommodation to which the Trainman, in the absence of this Memorandum of Agreement, would be entitled under the current Agreement.

3. The spare Trainman referred to in Item 1 will:

- (a) be called, as far as practicable, 3 hours in advance of the time required to report for duty;
- (b) be called for one day only, and
- (c) be responsible for providing his own transportation and entitled to the automobile expense allowance provided in Paragraph 21.6 of \*Article 21, as follows:

<b>Subsidiary Station</b>	<b>Kilometers (per day)</b>
Beloeil	66
Coteau	130
Granby	160
Hawkesbury	192
Laprairie	50
St. Hyacinthe	130
St. Jean	80

4. The foregoing provisions also apply to spare Trainmen called for work train service when the work train commences and finishes its day's work at the same substation, which substation is one of those listed in Item 1.

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\* Now Article 17, paragraph 17.4, in current Agreement

5. A Trainman who, in the application of \*\*Paragraph 72.26 or \*\*\*72.27 of Article 72, is forced to fill a vacancy at one of the subsidiary stations listed in Item I and who would be entitled to the accommodation provisions in the letter of May 24, 1979 will receive in lieu of such accommodation, the automobile expense allowance provided in \*Paragraph 21.6 of Article 21, based on one-half (1/2) the kilometres shown in Item 3(c), for each day he covers the assignment.

6. The provisions of this Memorandum of Agreement supersede all others in Agreement 4.16 which may be in conflict therewith.

7. This Memorandum of Agreement is subject to cancellation by either party on thirty days' notice in writing.

Signed at Montreal, Quebec, this 22nd day of May, 1981.

FOR THE COMPANY:

**(Sgd.) P.J. Thivierge**  
For: Vice-President  
St. Lawrence Region

FOR THE UNION:

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

**(Sgd) G.E. Morgan**  
For: Vice-President  
Labour Relations

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\*\* Now Article 49, paragraph 49.26(a) and 49.27, in current Agreement

\*\*\* Now Article 49, paragraph 49.26(b), in current Agreement

**Addendum No. 53**

7 January 1982  
File T-8300-2

Mr. F.R. Oliver  
General Chairman  
United Transportation Union  
55 Eglinton Avenue East  
Suite 507  
Toronto, Ontario  
M4P 1G8

Mr. R.J. Proulx  
General Chairman  
United Transportation Union  
109 Capitol Theatre Bldg.  
978 St. Jean Street  
Quebec, Quebec

Mr. G.E. McLellan  
General Chairman  
United Transportation Union  
55 Eglinton Avenue East  
Suite 507  
Toronto, Ontario  
M4P 1G8

Gentlemen:

During the re-write of U.T.U. Agreement 4.16, you requested the Company provide you with a letter stating that in the application of the words "... suitable shelter" which appear in "paragraph 101.1 of Agreement 4.16, entitled "Shelter for Yardmen," that all lunch shelters for yardmen be equipped with a refrigerator and a stove.

You acknowledged that this was the practice, but nevertheless wished to see it formalized in the Agreement.

This will acknowledge that it is the Company's intention to continue to provide a refrigerator and a stove in lunch shelters for yardmen, including cabooses, and that any future similar shelters will also be equipped accordingly.

Yours truly,

Chief of Transportation

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

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\* Now Article 39, paragraph 39.5, in current Agreement

## **Addendum No. 54**

### **CANADIAN NATIONAL RAILWAY COMPANY**

#### **St. Lawrence and Great Lakes Regions**

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

- 1.** Effective on the date shown hereinafter, the 17th Seniority District shall be established.
- 2.** The initial Seniority List for Road Service Employees for the 17th Seniority District shall be prepared by dovetailing the present Road Service seniority lists for the 12th, consolidated 13th/14th and 15th Seniority Districts as follows:
  - (a)** commencing, in seniority order, with the employee at the head of each 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, 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 as described by sub-paragraph (c) hereof have identical service dates, such employees will be placed on the dovetailed list in order of their date of birth;
  - (e)** if employees cannot be placed on the dovetailed seniority list under sub-paragraphs (a) to (d) inclusive, they will be placed thereon by lottery.
- 3.** The initial Seniority List for Yard Service Employees for the 17th Seniority District shall be prepared by dovetailing the present Yard Service seniority lists for the 12th, consolidated 13th/14th and 15th Seniority Districts as provided by sub-paragraphs (a) to (e) inclusive of Item 2 hereof.
- 4.** 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 lists for the former 12th Seniority District will have preference in road and/or yard service on the territory described by paragraph 46.14 of Article 46 (Seniority Districts - Road and Yard Service), Agreement 4.16;
  - (b)** those employees whose names appeared on the seniority lists for the former consolidated 13th/14th Seniority Districts will have preference in road and/or yard service on the territory described by paragraph 46.15 of Article 46 (Seniority Districts - Road and Yard), Agreement 4.16;
  - (c)** those employees whose names appeared on the seniority lists for the former 15th Seniority District will have preference in road and/or yard service on the territory described by paragraph 46.16 of Article 46 (Seniority Districts - Road and Yard), Agreement 4.16.
- 5.** Unless otherwise arranged between the designated officer of the Company and the General Chairman, runs in road service extending over more than one of the former Seniority Districts described by Item 4 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.

6. In the application of the forcing provisions of Article 48 (Bulletining and Filling Positions) and 49 (Manning Temporary Vacancies and Temporary Assignments) of Agreement 4.16, the territorial restrictions as described by Item 4 hereof will prevail.

7. If vacancies as described in Item 6 subsequently remain unfilled, when the provisions specified therein are exhausted, the junior employee on the 17th Seniority District will then be placed on such unfilled vacancies, in order of their seniority on the dovetailed seniority list.

8. Preference rights established under previous agreements will not be affected by this Memorandum of Agreement.

9. Employees who are "protected freight men" as described by Item 4 of the Reduced Freight Crew Memorandum of Agreement of December 21, 1978, will retain such status on their former seniority districts but such status will not be transferable from their former seniority districts to the expanded seniority district.

10. 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.

11. This Agreement shall become effective April 25, 1982.

Signed at Montreal, Quebec, this 16th day of February, 1982.

FOR THE COMPANY:  
**(Sgd) G.E. Morgan**  
For: Vice-President, Labour Relations

**(Sgd) M. Delgreco**  
For: Vice-President, Great Lakes Region

**(Sgd) P.J. Thivierge**  
For: Vice-President St. Lawrence Region

FOR THE UNION:  
**(Sgd) G.E. McLellan**  
General Chairman

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

**Addendum No. 55 – Archived 2015**

**Addendum No. 56 - INTENTIONALLY LEFT BLANK**

**Addendum No. 57**

Montreal, Quebec, 27 August 1982

Mr. R.J. Proulx  
General Chairman  
United Transportation Union  
Quebec, Quebec

Mr. G.E. McLellan  
General Chairman  
United Transportation Union  
Toronto, Ontario

Mr. R.A. Bennett  
General Chairman  
United Transportation Union  
Toronto, Ontario

Gentlemen:

One of your demands submitted for the current round of negotiations related to the method of payment of guarantees and problems associated with that process. A particular problem you sought to redress was that the Union, through the Local Chairman, was not being apprised before the fact when boards were adjusted. You felt the Local Chairman's input, when decisions as to the magnitude of board adjustments are to be made, was necessary to ensure that the earnings of your membership not be detrimentally effected by "unilateral" actions on the part of Local Company Officers or their delegates at the time of board adjustments.

For the Company's part, we explained to you that a continuing and efficient operation were paramount, from our point of view, in determining board adjustments and, for the most part, that the Local Chairman is advised of board adjustments prior to their occurrence whenever it is practicable to so do. However, we remain adamant that the determination of board adjustments must remain tied to operational requirements so that such requirements remain economically efficient and viable.

Notwithstanding the Company's views regarding our responsibility to adjust boards, we are prepared to commit to you that the Local Chairman (or delegate) will be advised prior to the effective time of board adjustments of the particulars of such adjustments and the reasons therefore, whenever practicable, so long as board adjustments are not unduly delayed as a result.

Yours truly,  
**(Sgd) D.L. Fletcher**  
Chief of Transportation

cc: Messrs. R.T. O'Brien, Vice-President, UTU , Ottawa, Ontario  
W.H. Morin, Vice-President, Labour Relations, Mt, Que.  
G.A. Van de Water, Regional Vice-President, Tor. , Ont.  
R.G. Messenger, Regional Vice-President, Moncton, N.B.

**Addendum No. 58 - ARCHIVED July 2009**

**Addendum No. 59**

Montreal, Quebec  
27 August 1982

Mr. R.J. Proulx  
General Chairman  
United Transportation Union  
Quebec, Quebec

Mr. G.E. McLellan  
General Chairman  
United Transportation Union  
Toronto, Ontario

Mr. L.H. Manchester  
General Chairman  
United Transportation Union  
Winnipeg, Manitoba

Mr. R.A. Bennett  
General Chairman  
United Transportation Union  
Toronto, Ontario

Gentlemen:

During the National negotiations which culminated in the signing of the Memorandum of Settlement on March 17, 1982, the United Transportation Union asked that we provide a letter clarifying the intent of Agreements 4.16 and 4.3, insofar as the work required of Locomotive Engineers and Trainmen upon arrival at the final terminal of their trip where yard engines are not on duty.

During our discussions on the matter, you confirmed that you were not seeking to change accepted practices that presently exist but were concerned that at some locations Company officers were requiring your members, after turning their train over to the outbound crew, to take another engine from the shop track and perform industrial switching.

The Company informed you that your members will not be required to perform switching at the final terminal of the trip using another engine, after having turned over the engine consist on the train for which called to the outgoing crew, except when switching is required in connection with the set off of their own train or in cases of necessity such as rerailling cars, auxiliary service, handling stock or perishable traffic or where incoming power cannot be operated on yard or industrial tracks on account of track conditions.

We believe that generally speaking, line officers are arranging work on arrival at final terminals where yard engines are not on duty along the foregoing lines. However, we hope that the above clarification will clear up any misunderstandings in this regard.

Yours truly,  
**(Sgd) W.H. Morin**  
Vice-President  
Labour Relations

cc: Mr. R.T. O'Brien, Vice-President, UTU, Ottawa, Ontario

## Addendum No. 60

Montreal, Quebec  
27 August 1982

Mr. R.A. Bennett  
General Chairman  
United Transportation Union  
Toronto, Ontario

Mr. R.J. Proulx  
General Chairman  
United Transportation Union  
Quebec, Quebec

Mr. G.E. McLellan  
General Chairman  
United Transportation Union  
Toronto, Ontario

Gentlemen:

During the recent discussions surrounding the re-write of U.T.U. Agreement 4.16, the Union requested revision of existing Article 38, Condition and Equipment of Caboose, to include wording which would reflect that Trainmen would not be compelled to leave a terminal with caboose not "in proper repair", where such terminal is a caboose maintenance point.

The Company's position was that while we were prepared to give favourable consideration to your request, there was some concern as to the possibility of abuse. For example, refusing to leave without a tea pot, or similar item, or delaying the train while a rear crew member performs an inspection to see that all of the various appliances were in proper repair. The United Transportation Union acknowledged it was not the intent of their request to condone such actions. Therefore, recognizing that it is incumbent upon caboose maintenance personnel to ensure cabooses are in proper repair, the Company is prepared, on the basis of this letter, to extend the following.

When cabooses are dispatched in road service on trains originating at a designated caboose maintenance point, Trainmen will not be required to leave such terminal if such caboose is not in proper repair.

Proper repair means that aside from the normal safety requirements, as they apply to the condition of the running gear, draft gear, and safety appliances such as hand grabs and side steps, the following conditions will prevail:

- (1) windows must be free of defects - this to mean without breaks or cracks which impede vision;
- (2) windshield wipers operating properly;
- (3) seat belts properly equipped;
- (4) lighting properly operating, consistent with safety;
- (5) operating hot plate and refrigerator, including means for providing cooled drinking water, either by means of mechanical water cooler or water in container form, in refrigerator;
- (6) operating toilet, properly maintained and vented so as to avoid unpleasant odours entering the occupied portion of the caboose;
- (7) stove which provides necessary amount of heat, without defects in fuelling and combustion; and
- (8) on cabooses equipped with enginator, such enginator must be in proper operating condition.

All of the above conditions shall apply only to trains originating at Gordon Yard, Taschereau Yard and MacMillan Yard, which are the designated caboos maintenance points.

It is further understood that trains will not be delayed for the sole purpose of Trainmen performing a qualify check of the above conditions on departure.

Yours truly,

**(Sgd) J.L. Cann**  
Vice-President  
Operations

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

**Addendum No. 61**

**CANADIAN NATIONAL RAILWAY COMPANY**

**St. Lawrence Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union with respect to train crews employed in the Mont Royal Tunnel Suburban Service at Montreal.

IT IS AGREED THAT, the Memorandum of Agreement signed at Montreal, Quebec on October 26, 1989 is cancelled and the following will be substituted therefor.

Train crews employed in the Mont Royal Tunnel Suburban Service will continue to be governed by this Agreement except that:

- (1) Articles 1, 6, 7 and 8 of this Agreement will not apply.
- (2) The straight time rates of pay, per hour, shall be:

	<b>July 23, 2019</b>	<b>EFFECTIVE July 23, 2020</b>	<b>July 23, 2021</b>
	<b>Per Hour</b>	<b>Per Hour</b>	<b>Per Hour</b>
Conductors	\$36.09	\$37.00	\$38.11
Asst. Passenger Conductors	\$32.66	\$33.47	\$34.48
Assistant Conductors	\$30.40	\$31.16	\$32.10

- (3) The overtime rates of pay per hour shall be:

	<b>July 23, 2019</b>	<b>EFFECTIVE July 23, 2020</b>	<b>July 23, 2021</b>
	<b>Time and One- Half</b>	<b>Time and One- Half</b>	<b>Time and One- Half</b>
Conductors	\$54.11	\$55.46	\$57.12
Asst. Passenger Conductors	\$48.98	\$50.20	\$51.71
Assistant Conductors	\$45.61	\$46.75	\$48.15

- (4) Paragraph 4 deleted by Memorandum of Agreement dated December 14, 2001
- (5) The guarantee shall be 4200 miles at the basic road passenger rate of the position to which assigned per 28-day period.
- (6) The straight-time rates of pay set out in paragraph (2) shall apply to all time on duty up to eight hours. Eight hours or less shall be considered a minimum day.
- (7) The overtime rates of pay set out in paragraph (3) shall apply to all time on duty in excess of eight hours per day.
- (8) Paragraph 77.10 of this Agreement shall not apply, and general holiday payments made under Article 77 may be used to the extent necessary to make up the 28-day guarantee.
- (9) An employee required to be available for extra service to make up the guarantee on an assigned day off will be so notified before completion of his or her last tour of duty immediately prior to such day off.

This Memorandum of Agreement will not, in future, be used by the Union as the basis for seeking similar agreements for other train crews assigned to suburban service.

Signed at Montreal, Quebec, this 1st day of October, 1992.

FOR THE COMPANY:

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

FOR THE UNION:

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

Note: Revised by Memorandum of Agreement dated December 14, 2001



**Addendum No. 61A**

**MONTREAL COMMUTER SERVICES**

During the negotiations which culminated in an Agreement on May 5, 1995, various issues concerning the Montreal Commuter Service were raised.

The parties agree that the Company's proposal on Montreal Commuter is resolved on the basis that the Montreal Commuter Service will have:

Conductor Only Crew Consist

An abbreviated training program for the conductor to qualify to operate the equipment

In the event that the locomotive engineer cannot perform his duties, the conductor will operate the equipment including any duties necessary to expedite the movement, as required.

This arrangement is non-precedential.

Employees adversely affected will be provided the level of benefits as provided by material change articles.

**Addendum No. 62 – Archived 2015**

**Addendum No. 63 – Archived 2015**

**Addendum No. 64 – Archived 2015**

**Addendum No. 64A – Archived 2015**

**Addendum No. 65**

**CANADIAN NATIONAL RAILWAY COMPANY**

**(CN RAIL)**

MEMORANDUM OF AGREEMENT between the Canadian National Railway and the United Transportation Union covering equalization of miles for unassigned train crews operating on the Gort and Napadogan Subdivisions between Moncton and Edmundston.

IT IS AGREED, effective 1 August 1983, that:

1. Unassigned crews may be operated between Moncton and Edmundston on the Gort and Napadogan Subdivisions without the changing of crews subject to mileage equalization.
2. Unassigned crews are defined as crews called for service such as, but not limited to:
  - Unassigned Through Freights
  - Extra Freights
  - Work Trains (Excluding assigned work trains bulletined to the District)
  - Sperry Cars
  - Speno Trains
  - Weed Spray Outfits
  - Work Equipment
  - Cranes, etc.
3. A record of mileage made by all unassigned crews will be maintained. The Company will furnish the Local Chairmen concerned with a monthly listing of mileage accumulated by each terminal. Road miles only will be credited for equalization and will be computed from outer switch.
4. Equalization of miles will be achieved on a three month basis.
5. 7th District crews home terminalled at Edmundston will be accorded from Mileage 219.2 to Mileage 106.6 on the Napadogan Subdivision for equalization purposes.
6. 7th District crews home terminalled at Moncton will be accorded from Mileage 0.0 to Mileage 11.7 on the Gort Subdivision and from Mileage 0.0 to Mileage 106.6 on the Napadogan Subdivision for equalization purposes.
7. Away-from-home-terminal crews will stand first up in unassigned service for trips to their home terminal in order of off-duty time at the away-from-home-terminal. This will not constitute a runaround under Article 30.
8. Unassigned crews may be ordered short of the distant terminal as conditions warrant.

Signed at Moncton, N.B., this 17th day of June 1983.

FOR THE COMPANY:

**(Sgd) W.W. Wilson**

For: Vice-President, Atlantic Region

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

Asst. Vice-President, Labour Relations

FOR THE UNION:

**(Sgd) R.J. Proulx**

General Chairman

**Addendum No. 65A**

17 June 1983

Mr. R.J. Proulx  
General Chairman  
United Transportation Union  
109 Capitol Theatre Building  
978 St. Jean  
Quebec, Que.  
G1R 1R5

Dear Mr. Proulx:

As a result of the Notice served by the Company under the provisions of Article 79, a meeting was held on June 17, 1983, concerning the running of unassigned crews on the Gort and Napadogan Subdivisions. The Union requested that consideration be given to changing unassigned work train crews at Napadogan when it would not involve additional costs to the Company.

The Company has no objection to this request providing there are no additional costs and providing that the Union recognized the Company's right to, when required, operate through Napadogan and return, equalizing the mileage necessarily incurred.

The Company is prepared to man unassigned work trains in the following manner:

1.    **Q.**    If an unassigned work train was ordered out of Moncton to operate beyond Napadogan and return to Napadogan, who would man the assignment?
  - A.    A Moncton crew would man the assignment and complete the trip or day's work. Mileage earned west of Napadogan would be accumulated for equalization purposes.
  
2.    **Q.**    If an unassigned work train was ordered out of Moncton to operate beyond Napadogan and return to Napadogan to be tied up for the night and then ordered the next day to operate from Napadogan to Edmundston, who would man the assignment?
  - A.    A Moncton crew would man the assignment and complete the trip or day's work. Mileage earned west of Napadogan would be accumulated for equalization purposes. An Edmundston crew would be ordered the next day to operate the work train between Napadogan and Edmundston.
  
3.    **Q.**    If an unassigned work train was ordered out of Moncton to operate beyond Napadogan and return to Moncton, who would man the assignment?
  - A.    A Moncton crew would man the assignment and complete the trip or day's work. Mileage earned west of Napadogan would be accumulated for equalization purposes.
  
4.    **Q.**    If an unassigned work train was ordered out of Edmundston to operate beyond Napadogan and return to Edmundston, how would it be manned?
  - A.    An Edmundston crew would man the assignment and complete the trip or day's work. The mileage earned east of Napadogan would be accumulated for equalization purposes.
  
5.    **Q.**    If an unassigned work train was ordered out of Edmundston to work to McGivney and tie up for the night and then ordered the next day to work from McGivney to Edmundston, how would it be manned?

- A. An Edmundston crew would man the assignment and complete the trip. The mileage earned east of Napadogan would be accumulated for equalization purposes.
6. Q. If an unassigned work train was ordered out of Edmundston and worked three days between Edmundston and Napadogan and tied up at Napadogan on the third night and then was ordered the next day from Napadogan to Moncton, how would it be manned?
- A. An Edmundston crew would man the assignment from Edmundston to Napadogan and a Moncton crew would man the assignment from Napadogan to Moncton.
7. Q. If an unassigned work train was ordered out of Edmundston to work for two days between Edmundston and Napadogan and one day between Napadogan and McGivney returning to Edmundston on the fourth day, how would it be manned?
- A. An Edmundston crew would be ordered for the entire trip and the mileage earned east of Napadogan would be equalized.

The above questions and answers reflect the intent of the Company, and the principles outlined above will also apply to Sperry Cars, Speno Trains, etc.

Yours truly,

I CONCUR:

**(Sgd) W.W. Wilson**  
For: Vice-President

**(Sgd) R.J. Proulx**  
General Chairman

**Addendum No. 66 – Archived 2015**

**Addendum No. 67**

**CANADIAN NATIONAL RAILWAY COMPANY**

**GREAT LAKES REGION**

MEMORANDUM OF AGREEMENT between the United Transportation Union and the Canadian National Railway Company, Great Lakes Region, with respect to payment of a travel allowance to Sarnia based road service employees in Laser Train Service who report for duty or are released from duty at Port Huron, Michigan.

IT IS AGREED THAT:

- (1) Sarnia road service employees who are required to report for duty or who are released from duty at Port Huron, Michigan, will be provided free transportation between Sarnia, Ontario and Port Huron, Michigan.
- (2) Road service crews referred to in Clause (1) hereof will be required to register, receive train orders, and pick-up and deliver radios, etc. at Sarnia.
- (3) Road service crews referred to in Clause (1) above will be allowed an arbitrary of one hour in each direction for such movement at the rate applicable to the service for which called.

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

Signed at Toronto, Ontario this 30th day of August 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) R.A. Bennett**  
General Chairman

**Addendum No. 68 – Archived 2105**

**Addendum No. 69 – Archived 2015**

**Addendum No. 70 – Archived 2015**

**Addendum No. 71 – Archived 2015**

**Addendum No. 72 – Archived 2015**

### Addendum No. 73

January 8, 1986

Mr. R.A. Bennett  
General Chairman  
United Transportation Union  
3341A Bloor St. W.  
Toronto, Ontario  
M8X 1E9

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:

In the current round of negotiations, the Union submitted the following demand:

Amend the rehabilitation rules.

During discussions on this demand the Union indicated it was seeking a provision to protect the earnings of the senior employee who would be required to vacate his/her position to provide employment for a medically restricted employee. In response the Company indicated it was not prepared to pay employees an incumbency in such circumstances. Rather, the Company indicated that it was prepared to apply the provisions of Article 74 of Agreement 4.16 by designating positions on the seniority district as positions suitable for rehabilitation purposes. The Company was also prepared to extend the provisions of Article 74 to Agreement 4.3. As a consequence, the Company stated there was no need to accede to the Union's request for protection of an employee's earnings.

One of the specific concerns cited by the Union during these discussions involved medically restricted employees adversely affected by the implementation of a Material Change in Working Conditions pursuant to a notice served by the Company under Article 79 (139) of Agreement 4.16 (4.3). The Union explained that, as a result of such a Company-initiated change, a medically restricted employee could, in some circumstances, be unable to hold work at his/her home terminal. In such circumstances, the only recourse would then be an arrangement pursuant to Article 74.3 of Agreement 4.16 (11.1 and 93.1 of Agreement 4.3), allowing the junior medically restricted employee to displace a senior employee, not medically restricted, from a position suitable to such junior employee's medical restriction and the protection of such senior employee's earnings.

In response to this specific concern, the Company informed you that should such cases arise as a result of the implementation of a Material Change initiated pursuant to Article 79 (139), they would be discussed when negotiating measures to minimize the adverse effects of a Material Change in Working Conditions upon employees affected by the change.

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



**Addendum No. 74**

January 8, 1986

Mr. R.A. Bennett  
General Chairman  
United Transportation Union  
3341A Bloor St. W.  
Toronto, Ontario  
M8X 1E9

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 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 80.1 and 80.2 of Article 80 of Agreement 4.16 and paragraphs 130.1 and 130.2 of Article 130 of Agreement 4.3. 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. 75 - INTENTIONALLY LEFT BLANK**

**Addendum No. 76 – Archived 2015**

**Addendum No. 77 – Archived A 2015**

## Addendum No. 78

April 24, 1986

Mr. R.A. Bennett  
General Chairman  
United Transportation Union  
3341 Bloor St. W.  
Toronto, Ontario  
M8X 1E9

Mr. W.G. Scarrow  
General Chairman  
United Transportation Union  
486 North Christina St.  
Sarnia, Ontario  
N7T 5W4

Gentlemen:

Subsequent to the signing of the Memorandum of Agreement concerning revisions to Agreement 4.16 on January 8, 1986, a question arose in respect to the provisions of paragraph 59.6 or Article 59 (Experience of Employees) as they apply to the 30 trial trips in yard service, as specified therein, at the terminals of Toronto and Montreal.

A situation might arise where a new employee, who is hired at a terminal other than Toronto or Montreal, is cut-off at that terminal upon or shortly after completing the required 15 trial trips in yard service, and as a result, exercises his seniority into Toronto or Montreal, as the case may be. The question asked concerns this employee's status in respect to the 30 trial trips in yard service required at Montreal and Toronto.

It is possible that a number of situations could arise which are best explained by using, as examples, the home terminals of Sarnia and Toronto.

The first situation involves the employee who completed the required number of trial trips at Sarnia (30 in road service and 15 in yard service) but who is not placed on the working board upon their completion. Should this employee wish to go to work in Toronto, he or she would remain on the training program and complete an additional 15 trial trips in yard service at Toronto, under the terms and conditions associated with the training program.

The second situation involves an employee who completed the required number of trial trips at Sarnia and who, after being placed on the working board, works a few trips in road service only, but none in yard service, before being cut-off. Should this employee go to Toronto to work, he or she would be required to work an additional **15 shifts** in yard service at Toronto, as an additional member of the crew over and above the normal yard crew consist, before being considered qualified to work at Toronto. In this situation, because the employee is not on trial trips, he or she would be paid at the rate applicable for Yard Helper (less than one year's service).

The third situation involves an employee who completes the required number of trial trips at Sarnia and who works at least one but less than 15 shifts in yard service before being cut-off. Should this employee go to Toronto to work, he or she would be required to work an additional number of shifts in yard service at Toronto, again as an additional member of the crew, to make up the 15 shifts. Thus, an employee who had worked five shifts in yard service at Sarnia, would be required to work ten such shifts at Toronto before being considered qualified to work at Toronto. As in the second situation, while working such shifts, the employee would be paid at the rate applicable for Yard Helper (less than one year's service).

The fourth situation involves an employee who, after completing the required number of trial trips at Sarnia, works 15 or more shifts in yard service before being cut-off. This employee is considered qualified to work in both road and yard service at Toronto.

In the circumstances described in the first, second and third paragraphs above, where the employee is required to work as an additional member of the crew over and above the normal crew consist, the Yard Foreman will receive the allowance specified in paragraph 59.2. Of course, the Yard Foreman will be

expected to provide the advice, counsel and supervision specified in paragraph 59.3 to ensure safe operation and to assist the employee in the improvement of his skill and competence to work at Toronto and Montreal.

If the foregoing accurately reflects the understanding of the parties, please so indicate by signing below.

Yours truly,

**(Sgd) M. Delgreco**

For: Assistant Vice-President  
Labour Relations

I CONCUR:

**(Sgd) R.A. Bennett**  
General Chairman

I CONCUR:

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

**Addendum No. 79**

**CANADIAN NATIONAL RAILWAY COMPANY**

**St. Lawrence Region**

MEMORANDUM OF AGREEMENT between the United Transportation Union and the Canadian National Railway Company with respect to the manning of vacancies at certain stations on the 11th Seniority District subsidiary to Montreal.

It is agreed that, effective on the date of signing of this Memorandum of Agreement, the following will apply:

1. A Trainman assigned to the Montreal 11th Seniority District spare board who is called to perform service on an assignment home terminalled at one of the following stations will receive an allowance, as indicated hereunder, based on the road switcher rate for every day he works the assignment:

<b>Subsidiary Station</b>	<b>Allowance</b>
Sorel	6 hours
St. Jérôme	4 hours
St. Antoine	3 hours
Varennes	2 hours
Longueuil	2 hours

2. The allowance referred to in Item 1 is in lieu of any deadheading payment or living accommodation to which the Trainman, in the absence of this Memorandum of Agreement, would be entitled under the current Agreement.
3. The spare Trainman referred to in Item 1 will:
  - (a) be called, as far as practicable, 3 hours in advance of the time required to report for duty;
  - (b) be called for one day only, and
  - (c) be responsible for providing his own transportation and entitled to the automobile expense allowance provided in Paragraph 5.1 of Article 5, as follows:

<b>Subsidiary Station</b>	<b>Kilometers (per day)</b>
Sorel	154
St. Jérôme	130
St. Antoine	104
Varennes	64
Longueuil	50

4. The foregoing provisions also apply to spare Trainmen called for work train service when the work train commences and finishes its day's work at the substation, which substation is one of those listed in Item 1.
5. A Trainman who, in the application of Paragraph 49.26 (a) or 49.26 (b) of Article 49, is forced to fill a vacancy at one of the subsidiary stations listed in Item 1 and who would be entitled to the accommodation provisions of Article 72.3 will receive in lieu of such accommodation the automobile expense allowance provided in Paragraph 5.1 of Article 5, based on one-half (1/2) the kilometers shown in Item 3 (c), for each day he covers the assignment.

6. The provisions of this Memorandum of Agreement supersede all others in Agreement 4.16 which may be in conflict therewith.
7. This Memorandum of Agreement is subject to cancellation by either party on thirty days' notice in writing.

Signed at Montreal, Quebec, this 29th day of February 1988.

FOR THE COMPANY:

**(Sgd) M. Healey**  
For: Regional Vice-President  
St. Lawrence Region

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

FOR THE UNION:

**(Sgd) B. Leclerc**  
General Chairman  
United Transportation Union

**Addendum No. 80**

September 1, 1988

Mr. T.J. Hodges  
General Chairman  
United Transportation Union  
55 King Street  
Suite 600  
St. Catharines, Ontario L2R 3H5

Mr. B. Leclerc  
General Chairman  
United Transportation Union  
1026 St. Jean Street  
Suite 200  
Quebec, Quebec G1R 1R7

Mr. W.G. Scarrow  
General Chairman  
United Transportation Union  
988 Exmouth Street  
Sarnia, Ontario N7S 1W1

Gentlemen:

This correspondence is in connection with recent amendments to Agreement 4.16 including, among others, revisions to Article 63, paragraph 63.2, concerning combination service. Specifically, it deals with the addition of the Note to paragraph 63.2.

It is recognized that, except in certain isolated cases, the Company no longer operates passenger trains and, therefore, there is presently no reason to establish regular assignments which, during the course of a round trip, would work one tour of duty in passenger service and the other in freight service. However, it is understood that, should it become both advantageous and feasible because of changed circumstances to establish such assignments, then the Note to paragraph 63.2 of Article 63 will not apply to Trainmen on such regular assignments nor to spareboard employees relieving such regularly assigned Trainmen on a trip by trip basis.

Please confirm your agreement with this understanding by signing in the space provided below.

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

I CONCUR  
**(Sgd) B. Leclerc**  
General Chairman

**(Sgd) T.J. Hodges**  
General Chairman

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

**Addendum No. 81**

May 2, 1989

Mr. W.G. Scarrow  
General Chairperson  
United Transportation Union  
988 Exmouth Street  
Sarnia, Ontario  
N7S 1W1

Mr. T.G. Hodges  
General Chairperson  
United Transportation Union  
55 King Street  
Suite 600  
St. Catharines, Ontario  
L2R 3H5

Mr. B. Leclerc  
General Chairperson  
United Transportation Union  
1026 Rue St. Jean  
Suite 200  
Quebec, Quebec  
G1R 1R7

Gentlemen:

During the current round of negotiations, the Union served a demand to clarify the application of Article 54, "Reductions in Staff" as it relates to certain provisions found in Article 47, "Interchangeable Seniority Rights". In addition, the Union also served a demand to delete paragraph 54.5 of Article 54 from the collective agreement.

During our discussions, it became evident that it would be mutually beneficial to clarify the application of these particular provisions.

On this basis, it has been agreed that the parties will meet within 60 days of ratification of the Memorandum of Settlement to discuss the provisions in question in an effort to clarify their application and to discuss the clarification of any other provisions of the collective agreement as they may relate to the provisions of Article 47.

In the meantime, the parties agree that the provisions of paragraph 54.5 of Article 54 were not intended to be applied in a manner that would restrict an employee's exercise of seniority to the terminal at which he or she is currently assigned. In other words, an employee who is displaced from a district assignment is free to exercise seniority to any other terminal on the district, if he or she so desires, due regard being given to the type of service to which assigned.

Yours truly,

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

I CONCUR:  
**(Sgd) Tom Hodges**  
General Chairperson

I CONCUR:  
**(Sgd) W.G. Scarrow**  
General Chairperson

I CONCUR:  
**(Sgd) R. LeBel**  
For: General Chairperson

**Addendum No. 82**



**Archived July 2009**

**Addendum No. 83**

October 26, 1989

Mr. T.G. Hodges  
General Chairperson  
United Transportation Union  
55 King Street  
Suite 600  
St. Catharines, Ontario  
L2R 3H5

Mr. B. Leclerc  
General Chairperson  
Union Transportation Union  
1026 St. Jean St.  
Suite 200  
Quebec, Quebec  
G1R 1R7

Mr. W.G. Scarrow  
General Chairperson  
United Transportation Union  
988 Exmouth Street  
Sarnia, Ontario  
N7S 1W1

Mr. L.H. Olson  
General Chairperson  
United Transportation Union  
9657 - 45th Avenue  
Edmonton, Alberta  
T6E 5Z8

Gentlemen:

This refers to discussions during negotiations relating to your demand on the condition of resthouses and yardmen's lunch rooms.

During the course of these discussions, you alleged that certain resthouses were not being maintained in a suitable condition.

It was agreed that should the union have any specific concern with respect to the condition or maintenance of any resthouse or yardmen's lunch room, the Local Chairman will bring it to the attention of the Superintendent in writing. The Superintendent will ensure that an investigation is made as soon as possible to determine what areas, if any, may require attention and, where necessary, the action needed to correct the situation. The Local Chairman will be advised of the results of this investigation in writing.

It was further agreed, that failing a resolution of the matters raised pertaining to the condition of these resthouses, unresolved issues would be brought to the attention of the General Chairmen and the District Manager for further handling.

Yours truly,

**(Sgd) D.H. Grant**  
Chief of Transportation

**Addendum No. 84**

October 26, 1989

Mr. T.G. Hodges  
General Chairperson  
United Transportation Union  
55 King Street, Suite 600  
St. Catharines, Ontario L2R 3H5

Mr. B. Leclerc  
General Chairperson  
United Transportation Union  
1026 St. Jean St. Suite 200  
Quebec, Quebec G1R 1R7

Mr. W.G. Scarrow  
General Chairperson  
United Transportation  
988 Exmouth Street  
Sarnia, Ontario N7S 1W1

Mr. L.H. Olson  
General Chairperson  
United Transportation  
9657 - 45th Avenue  
Edmonton, Alberta T6E 5Z8

Gentlemen:

During the current round of negotiations the Union submitted a demand to amend the Bereavement Leave provisions of the collective agreements in respect to the length of such leave. The amendment sought by the Union would have allowed the employee the entitlement to be paid for five working days exclusive of vacation and general holidays.

One of the reason behind this demand concerned road service employees who, as a result of being on bereavement leave, miss their assignment, or turn in the pool, which operates out of the home terminal on the third day of such leave.

Consequently, they are not in a position at the away from home terminal to work the return leg of that assignment. If the return leg operates on the following calendar day (i.e. on the day after bereavement leave has expired), these employees do, in fact, lose earnings.

While the Company would not accede to the Union's demand, it did agree that, in the circumstances described above, that is, if the return trip is on the day after bereavement leave expires the employee would be compensated pursuant to the bereavement leave provisions of the collective agreement. Therefore, an employee who misses a tour of duty out of the away from home terminal solely and directly as a result of having been on bereavement leave will be compensated notwithstanding that such tour of duty occurred outside the three calendar days specified in the bereavement leave provisions of the collective agreement.

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

cc: R.J. Proulx, Vice-President, United Transportation Union

**Addendum No. 85**

October 26, 1989

Mr. T.G. Hodges  
General Chairperson  
United Transportation Union  
55 King Street,  
Suite 600  
St. Catharines, Ontario L2R 3H5

Mr. B. Leclerc  
General Chairperson  
United Transportation Union  
1026 St. Jean St.  
Suite 200  
Quebec, Quebec G1R 1R7

Mr. W.G. Scarrow  
General Chairperson  
United Transportation Union  
988 Exmouth Street  
Sarnia, Ontario N7S 1W1

Mr. L.H. Olson  
General Chairperson  
United Transportation Union  
9657 - 45th Avenue  
Edmonton, Alberta T6E 5Z8

Gentlemen:

One of the demands submitted by the Union during the last round of negotiations concerned the matter of what the Union termed a comprehensive calling rule. In our discussions on the matter it became evident to both parties that a large percentage of the Union's concerns have arisen since the consolidation of crew offices into the regional Crew Management Centres. As a result, a meeting was convened with representatives of the crew Management Centres in attendance. In our opinion, this session allowed both the Company and the Union to frankly address a number of these concerns and thereby gain a fuller appreciation of the problems faced by both parties.

Discussion centered mainly on the following topics: telephone response; line-ups; the advertising of both temporary and permanent positions; local calling practices; tape recordings; and the handling of grievances.

The Union was brought up to date on a number of developments that will provide solutions to several of the problem areas identified. For example, a computerized voice synthesizer system known as Crew Talk will, when installed, allow employees to access the Transportation Manpower Operating System mainframe computer to obtain such routine information as their standing on the working board, existing vacancies and so on; in addition, line-up information will be available on Crew Talk. As the Union was informed, Crew Talk has recently been installed at the Toronto Crew Management Centre. As Crew Talk has been readily accepted by the employees at that location, plans are in place to expand the system to other Crew Management Centres across the system.

Besides the obvious benefits associated with Crew Talk, the system will also free crew dispatchers to more readily handle those tasks requiring direct interface with employees seeking information. In the Company's opinion, this will ameliorate the situation in respect to telephone response.

The Company recognized that a problem has existed, at least at some locations, in respect to the handling of job notices from a centrally located crew management centre to their posting in notice books in the field. Certain steps have already been taken to address this concern. In addition, the Union was also informed that the Company is presently testing a computer program, known as JobTalk, that will make this information readily accessible to the employees by telephone. We expect that this system will be ready for installation in the first Crew Management Centre before the end of the year.

In connection with the matter of local calling practices, the Union requested that each local chairman be given a copy of the crew dispatchers' desk manual which contains the local calling practices presently in effect for each particular terminal. The Company expressed a great deal of concern about the use to which these manuals would be put and reminded the Union that the instructions contained in these desk manuals did not take precedence over the terms of the collective agreement. The Union agreed that, although there were many differences in calling practices from terminal to terminal, many of these practices could be standardized and indicated their willingness to resolve this matter. In order to facilitate this process, the Company agreed to provide a complete set of desk manuals to the General Chairman concerned.

In respect to the matter of tapes of telephone conversations, both parties agreed that the value of these recordings has been proven over time and, on this basis, the Company has agreed to increase the minimum retention period from 60 to 90 days. The Company also assured the Union that, in order to assist in the resolution of time claims or grievances, it was prepared to entertain requests from local chairmen for copies of specific taped conversations provided that the local chairman making the request can identify the date and approximate time of the purported conversation; the Company will review the tape for 30 minutes on each side of the time given by the local chairman. In addition, the Company indicated that it was prepared to respond to reasonable and specific requests from local chairmen for other information relevant to the disposition of a grievance. Requests that are not considered specific or reasonable or relevant to a particular grievance would not, however, be honoured.

We are confident that the foregoing measures will serve to eliminate a number of the irritants being experienced by both the employees and the staff of the Crew Management Centres.

Yours truly,  
**(Sgd) D.H. Grant**  
Chief of Transportation

**Addendum No. 86 – Archived 2015**

**Addendum No. 86A – Archived 2015**

**Addendum No. 86B – Archived 2015**

**Addendum No. 86C – Archived 2015**

**Addendum No. 86D – Archived 2015**

**Addendum No. 86E – Archived 2015**

**Addendum No. 86F – Archived 2015**

**Addendum No. 87**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Great Lakes Region**

MEMORANDUM OF AGREEMENT between the United Transportation Union and the Canadian National Railway Company, Great Lakes Region, with respect to payment of travel allowance to employees assigned to the Windsor Spare Board, called to perform service at Chatham, Ontario.

IT IS AGREED THAT, an employee assigned to the Windsor Spare Board, who is called to perform service at Chatham, will be allowed three (3) hours pay in each direction for such movement at the rate applicable to the service performed in addition to the time worked.

It is further agreed that Articles 17 and 24.6 of Agreement 4.16 are waived in the application of this Memorandum of Agreement.

This Memorandum of Agreement applies to an employee who provides his own transportation.

This Memorandum of Agreement is subject to cancellation of thirty days' notice in writing by either party.

Signed at Toronto, Ontario this 17th day of September 1990.

FOR THE COMPANY:

**(Sgd) A. E. Heft**  
For: Vice-President

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

FOR THE UNION:

**(Sgd) Tom Hodges**  
General Chairman

## Addendum No. 88

December 11, 1990

Mr. Guy Scarrow  
General Chairman  
United Transportation Union  
988 Exmouth Street  
Sarnia, Ontario  
N7S 1W1

Dear Mr. Scarrow:

This will confirm our discussions held in Montreal, Quebec, which governs the conditions and rates of pay for Yard Operations Employee employed at Taschereau Yard in Montreal, Quebec.

The parties have agreed that a training program of a maximum of five days duration will be provided for employees who are required to qualify as Yard Operations Employee at Taschereau Yard. Employees from the ranks of yard foreman shall be considered for promotion to Yard Operations Employee in accordance to their relative standing on the Yard service employees seniority list. During negotiations, the matter of insufficient applications for training was discussed and both parties recognized that there must be a provision to assign sufficient employees to train to operate the belt pack locomotive. Accordingly, the following conditions will apply to employees who undertake such training:

- (1) Bulletins calling for applications for training as Yard Operations Employee will be issued to qualified Yard Foremen working in Yard service in the terminal of Montreal.
- (2) Applicants for training will be selected on the basis of their earliest seniority date on the Yard Foremen's seniority list with preference being given in the following order:
  - (i) Employees currently working as qualified Yard Foremen assigned to the Yard spareboard.
  - (ii) Other qualified Yard Foremen working in Yard service.

**Note:** In the application of this paragraph, the Local Chairman and the District Superintendent of Transportation or his delegate may mutually agree to alter the preference for training to suit local conditions.

- (3) Should the number of applications received pursuant to Items 1 and 2 above be insufficient for the purpose of filling regular assignments and to provide relief work, a sufficient number of employees will be assigned to train as Yard Operations Employee. Such assignment will be made in reverse rank of seniority in the following order:
  - (i) Qualified Yard Foreman assigned to the Yard spareboard.
  - (ii) Other qualified Yard Foremen working in Yard service.
- (4) Should an employee be assigned a position as Yard Operations Employee account no applications received pursuant to Articles 48 or 49 of Agreement 4.16, and a junior employee in yard service subsequently becomes available, the senior employee may elect to be released at the first opportunity and the junior employee assigned.
- (5) Upon successful completion of the training course, employees qualified as Yard Operations Employee shall have the designation YOE placed opposite their name on the Yard Foremen's seniority list.



- (6) During the period of time employees are assigned to the Company's training course, they will be paid therefor at the all-inclusive rate per 40-hour week of:

	<b>EFFECTIVE</b>	
<b>July 23, 2019</b>	<b>July 23, 2020</b>	<b>July 23, 2021</b>
\$1,480.70	\$1517.71	\$1563.25

- (7) If the course is extended by the Company beyond 40 hours in any one week, or by any part of a week, employees will be paid for such excess time at the pro rata hourly rate.
- (8) In lieu of the provisions of the Collective Agreement with respect to general holidays, employees will be allowed an additional sum of money equal to one-fifth of all inclusive rate referred to in Item 4 for each general holiday which falls during the period of time such employees are assigned to the Company's training course.

Will you please confirm your concurrence with the foregoing by signing in the space provided below.

Yours truly,

**(Sgd) John Pasteris**  
For: J.R. Lagacé  
Vice-President

I CONCUR:

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

APPROVED:

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

**(Sgd) Guy Bouchard**  
Local Chairman

**(Sgd) François Garant**  
Local Chairman

Note: Revised by Memorandum of Agreement dated December 14, 2001

**Addendum No. 88A**

**CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the United Transportation Union and the Canadian National Railway Company, providing for conditions and rates of pay which will apply to the classifications of Yard Operations Employees employed at Taschereau Yard.

1. In addition to this Memorandum of Agreement the principles contained in the Articles of Agreement 4.16 hereunder will apply to Yard Operations Employees:

- Article 3 - Shift Differential
- Article 5 - Use of Automobile
- Article 32 - Hours of Work
- Article 33 - Work Week
- Article 34 - Overtime
- Article 35 - Operation of Yard Assignments
- Article 36 - Guarantees
- Article 38 - Deadheading
- Article 39 - Working Conditions - Yard Service Paragraphs 39.1 and 39.5
- Article 41 - Yardmen's Work Defined
- Article 42 - Assignment to other than regular duties
- Article 46 - Seniority Districts, Road and Yard Service
- Article 47 - Interchangeable Seniority Rights
- Article 48 - Bulletining and filling of positions
- Article 49 - Manning of Temporary Vacancies and Temporary Assignments
- Article 50 - Runaround
- Article 51 - Booking rest
- Article 52 - Employees Not Considered absent
- Article 53 - Resuming Duty After Absence for any reason
- Article 54 - Reduction in staff
- Article 55 - Employees Called Back When Staff Is Increased
- Article 56 - Spare Boards
- Article 59 - Experience of Employees Paragraph 59.3 only
- Article 60 - Promotion
- Article 61 - Calling
- Article 62 - Submission of Time Returns
- Article 63 - Composite and Combination Service
- Article 64 - Broken Time
- Article 65 - Training Programs Paragraph 65.10 only
- Article 66 - Engine Service Employees
- Article 67 - Engine Hostlers
- Article 68 - Appointing yardmasters and Assistant Yardmasters
- Article 69 - Electric Lanterns
- Article 70 - Investigation in Connection With Company Business
- Article 71 - Payment for Examinations
- Article 72 - Expenses Away From Home
- Article 73 - Free Transportation
- Article 74 - Rehabilitation
- Article 75 - Health and Welfare Plans
- Article 76 - Bereavement Leave
- Article 77 - General Holidays
- Article 78 - Annual Vacation
- Article 79 - Material Changes In Working Conditions
- Article 80 - Leave of Absence
- Article 81 - Leaving or Re-entering Service

- Article 82 - Discipline
- Article 83 - Disciplinary Restrictions
- Article 84 - Grievance Procedure
- Article 85 - Application and Interpretation of Agreement
- Article 86 - Manning In Case of Work Stoppage
- Article 87 - Printing of Collective Agreement
- Article 88 - Use of Communication Systems
- Article 89 - Use of Gender
- Addendum 1 - Union Dues Checkoff

2. The crew consist for the hump assignment will consist of a Yard Operations Employee. These employees will be located at the Hump (C Building) and at M Tower as designated by bulletin. The employee situated at M tower will work under the jurisdiction of the Yard Master located at M Tower and the Yard Operations Employee located at the Hump will work under the jurisdiction of the Yardmaster at A Tower.
  - (i) Yard Operations Employees will be required to perform the duties now associated with Yard crews within the confines of Taschereau Yard.
  - (ii) Yard Operations Employees will be required to perform the following hump related duties:
    - a - Humping
    - b - Pulling trains or cuts of cars to hump.
    - c - Shove humped cars which failed to clear the lead.
    - d - Double over of cars from one track to another.
    - e - Trimming of tracks.
    - f - Setting off of cars into the no-hump track.
    - g - When required, the Yard Operations Employee located at the Hump will be utilized to assist the Yard Operation Employee located at M Tower in the performance of any switching moves required. Transportation will be provided.
    - h - When required, the bleeding of cars removal of handbrakes, etc. normally associated with the humping process.
3. Extra Yard Operations Employee positions will be manned pursuant to this Memorandum of Agreement.
4. Paragraph 4 deleted by Memorandum of Agreement dated December 14, 2001
5. Effective with the implementation of the Locomotive Control System Yard Operations employees will, in addition to their other duties, also assume the duties required in connection with the remote operation of the Hump Locomotives.
6. The Locomotives used by the assignments specified in Item 2 will perform the work required and will operate within the confines of Taschereau Yard.
7. The provisions of the Memorandum of Agreement shall prevail notwithstanding the provisions of the Agreement 4.16 which may be in conflict or restrict the full application of this Memorandum of Agreement.
8. Any disputes concerning the interpretation, application or alleged violation of this Agreement may be progressed as provided for by Article 84 of Agreement 4.16.
9. This Memorandum of Agreement dated 12 December 1990 between the parties regarding conditions and benefits which apply to employees affected by the implementation of the Hump Yard Improvement program are in full and final settlement of the notice dated 7 November 1990, served pursuant to the provisions of Article 79 of Agreement 4.16.

Signed at Montreal, Quebec this 12th day of December, 1990.

FOR THE COMPANY:

**(Sgd) John Pasteris**  
For: Regional Vice-President

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

**(Sgd)**  
Terminal Superintendent

FOR THE UNION:

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

**(Sgd) Guy Bouchard**  
Local Chairman

**(Sgd) François Garant**  
Local Chairman

Note: Revised by Memorandum of Agreement dated December 14, 2001

**Addendum No. 89**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Atlantic Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union, providing for the terms and conditions for the consolidation of Seniority Districts.

IT IS AGREED that effective on the date of signing of this Memorandum of Agreement that:

1. Paragraph 46.7 of Article 46 (Seniority Districts Road and Yard Service) will be revised by combining 6th Seniority District and 8th Seniority District, which will henceforth be known as 6th Seniority District, comprised as follows:

6th Seniority District:

Springhill Jct. to Saint John; Sackville to Cape Tormentine; Painsec Junction to Point-du-Chene; Salisbury to Hillsboro; Petitcodiac to Havelock; Loggieville and Newcastle to Fredericton; Westfield Beach to Centreville; including Cape Tormentine, Sackville, Saint John, Moncton and South Devon Yards.

2. Paragraph 46.9 of Article 46 is cancelled.
3. The following employees will be placed on the bottom of the Seniority List for present 6th Seniority District in the following order:

Jewett, P.E.	PIN 787581
Dean, G.W.	PIN 781046
Price, F.M.	PIN 783412
Hunter, K.H.	PIN 123446

4. In the application of Article 11 of Agreement 4.16, employees listed in Item 3 hereof will retain their "protected freight status" on the former 8th Seniority District but such status will not be transferrable to the 6th Seniority District.
5. The employees named in Item 3 hereof will hereafter have preference over all other employees on the Seniority List for new 6th District (as defined by Item 1 hereof) for all work on the following territory:

Loggieville and Newcastle to Fredericton; Westfield Beach to Centreville; including South Devon Yard.

6. South Devon will become a subsidiary station to Saint John for the purpose of providing relief for assignment(s) home-terminaled at South Devon.
7. The Road Switcher assignment presently home-terminaled at Newcastle will, at change of time table, have one position bulletined to the former 8th Seniority District and one position bulletined to the 7th Seniority District. Newcastle will become a subsidiary station to Moncton (7th District) for the purpose of providing relief for assignments(s) home-terminaled at Newcastle.
8. This Memorandum of Agreement will not be used to limit or circumvent the application of Article 79 of Agreement 4.16 to changes which might be implemented subsequent to the signing of this Memorandum of Agreement.

9. The provisions of this Memorandum of Agreement shall prevail, notwithstanding provisions of Agreement 4.16 which may be in conflict with the full application of the provisions hereof.

Signed at Moncton, N.B., this 16th day of May 1991.

FOR THE COMPANY:

**(Sgd) G. Blundell**  
For: Vice-President  
Atlantic Region

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

FOR THE UNION:

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

**Addendum No. 90**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Atlantic Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Transportation Union providing for the consolidation of certain Seniority Districts.

IT IS AGREED THAT:

1. Effective on the date of signing of this Memorandum, the 19th Consolidated Seniority District shall be established which shall be comprised of the present 1st Seniority District "A", 1st Seniority District "B", 2nd Seniority District, 3rd Seniority District, 4th Seniority District, 5th Seniority District, 6th Seniority District, 7th Seniority District and 8th Seniority District.
2. The initial seniority list for employees shall be prepared by dovetailing the names of all employees on the present seniority lists for the 1st Seniority District "A" and 1st Seniority District "B" to 8th Seniority District inclusive, as follows:
  - (a) commencing, in seniority order, with the employee at the head of each 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 Trainperson, 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.
  - (e) An employee's former Seniority District will be indicated on the seniority list for the 19th Consolidated District by placement of the appropriate number next to his or her name. For example, employees from the former 1st Seniority District "A" have 1A placed next to their name.
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 filling vacancies as set forth hereunder:
  - (a) Those employees whose names appeared on the seniority list of the former 1st Seniority District 1 "A" will have preference in all service on the territory described by sub-paragraph 46.1 of Article 46 of Agreement 4.16.
  - (b) Those employees whose names appeared on the seniority list of the former 1st Seniority District 1 "B" will have preference in all service on the territory described by sub-paragraph 46.2 of Article 46 of Agreement 4.16.
  - (c) Those employees whose names appeared on the seniority list of the former 2nd Seniority District will have preference in all service on the territory described by sub-paragraph 46.3 of Article 46 of Agreement 4.16.

- (d) Those employees whose names appeared on the seniority list of the former 3rd Seniority District will have preference in all service on the territory described by sub-paragraph 46.4 of Article 46 of Agreement 4.16.
  - (e) Those employees whose names appeared on the seniority list of the former 4th Seniority District will have preference in all service on the territory described by sub-paragraph 46.5 of Article 46 of Agreement 4.16.
  - (f) Those employees whose names appeared on the seniority list of the former 5th Seniority District will have preference in all service on the territory described by sub-paragraph 46.6 of Article 46 of Agreement 4.16.
  - (g) Those employees whose names appeared on the seniority list of the former 6th Seniority District will have preference in all service on the territory described by sub-paragraph 46.7 of Article 46 of Agreement 4.16.
  - (h) Those employees whose names appeared on the seniority list of the former 7th Seniority District will have preference in all service on the territory described by sub-paragraph 46.8 of Article 46 of Agreement 4.16.
  - (i) Those employees whose names appeared on the seniority list of the former 8th Seniority District will have preference in all service on the territory described by sub-paragraph 46.9 of Article 46 of Agreement 4.16.
- 4. Preference or homestead rights, equalization and trackage rights established under previous agreements between the parties will not be affected or otherwise disturbed by this Memorandum of Agreement.
  - 5. In the application of the forcing provisions of Articles 48 (Bulletining and Filling Positions) and 49 (Manning Temporary Vacancies and Temporary Assignments) of Agreement 4.16, the territorial restrictions as described by Item 3 hereof will prevail.
  - 6. If vacancies as described in Item 5 above subsequently remain unfilled when the provisions specified therein are exhausted, Conductor and Yard Foreman vacancies will be advertised on the 19th Consolidated Seniority District and the senior applicant will be assigned;
  - 7. If vacancies as described in Item 5 above subsequently remain unfilled when the provisions specified therein are exhausted, Brakeman and Yardman vacancies will be filled in the following manner:
    - (a) the senior laid-off employee on the former district will be required to fill the vacancy;
    - (b) if no employees are available under sub-paragraph (a) above, such vacancies would then be advertised on the 19th Consolidated Seniority District and the senior applicant will be assigned;



- (c) When additional spare board employees are required between changes of timetable and there are no employees to be recalled from:

  - (1) cut off status; or
  - (2) those who have right of recall from other terminals or those who are laid off;

such positions will be bulletined to the former Seniority District and the senior applicant will be assigned;
- (d) if no applications are received under sub-paragraph (c) above, such vacancies would then be advertised to the 19th Consolidated Seniority District and the senior applicant would be assigned;
- 8. In the application of Items 6 and 7 hereof:

  - (a) employees on cut-off or laid-off status will be allowed to apply for such positions; and
  - (b) bulletins issued in connection with these provisions will be issued firstly to the former Seniority District affected. Should no applications be received from the former District, the bulletin will then be issued to the 19th Consolidated Seniority District. In the event there is a known shortage on a former Seniority District, a bulletin could be issued immediately to the 19th Consolidated Seniority District.
- 9. Employees who have a seniority date subsequent to the date of signing of this Memorandum of Agreement will be required to exercise their seniority on the 19th Consolidated Seniority District in accordance with the terms of Agreement 4.16.
- 10. Employees who are "protected freight men" as described by Article 11 of Agreement 4.16 will retain such status on their former Seniority Districts but such status will not be transferable from their former Seniority Districts to the Consolidated 19th Seniority District.
- 11. The parties hereto agree to meet within 90 days of the signing of this Memorandum of Agreement for the purpose of finalizing the 19th Consolidated Seniority District List as provided in Item 2 hereof. Notwithstanding the provisions of paragraph 46.17 of Article 46, employees' consolidated seniority dates established as provided in Item 2 hereof shall be subject to review between the proper Officer of the Company and the General Chairperson for a period of one year from the date of signing of this Memorandum of Agreement.
- 12. The seniority list for the 19th Consolidated Seniority District will be published as required by paragraph 46.17 of Article 46 and, in conjunction therewith, a separate list will be published for each former Seniority District listing, in seniority order, the name of each employee who holds preference rights on such territory.
- 13. The application of other agreements, if any, signed prior to the effective date of this Memorandum of Agreement in referring specifically to a certain Seniority District as described in Article 46 of Agreement 4.16 will continue but only on the specific Seniority District described in each such agreement until otherwise changed or cancelled.

14. Except as modified herein, all provisions of Agreement 4.16 remain in effect.

Signed at Moncton, N.B., this 19th day of September 1991.

FOR THE COMPANY:

**(Sgd) W.D. Agnew**  
For: Vice-President  
Atlantic Region

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

FOR THE UNION:

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

**Addendum No. 90A**

19 September 1991

R. LeBel  
General Chairperson  
United Transportation Union  
Suite 200  
1016 St. Jean Street  
Quebec, Que.  
G1R 1R7

Dear Mr. LeBel:

With reference to our meetings and discussions which culminated in the signing of a Memorandum of Agreement covering the consolidation of Seniority Districts 1A to 8 into a new seniority district identified as the 19th Consolidated Seniority District.

During our discussions of Item 2 of the Memorandum of Agreement, it was pointed out that because of the various ways in which new employees were granted seniority dates over the years, the use of starting times for determining placement on the Consolidated Seniority List could inadvertently create situations where employees could have their seniority standing reversed.

It was agreed that this was not the intent of the parties during the negotiations and that employees being placed on the 19th Consolidated Seniority District List would retain the same order as on their former seniority district. For example, assuming five employees on the 7th Seniority District and two employees on the 5th Seniority District were hired on the same date, the five employees from the 7th Seniority District would retain their relative standing on the 19th Consolidated Seniority District but they could be interspersed by the two employees from the 5th Seniority District by applying the criteria set out in Item 2 of the Memorandum in determining their order on the Consolidated List.

If you concur with the above, would you please so indicate by signing and returning a copy of this letter.

Yours truly,

I CONCUR:

**(Sgd) W.D. Agnew**  
For: Vice-President

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

**Addendum No. 90B**

19 September 1991

R. LeBel  
General Chairperson  
United Transportation Union  
Suite 200, 1016 St. Jean Street  
Quebec, Que. G1R 1R7

Dear Mr. LeBel:

During our negotiations, which culminated in the Memorandum of Agreement establishing the 19th Consolidated Seniority District, the Union raised a number of concerns in connection with this Memorandum of Agreement. These concerns are as follows:

- (a) The Company's use of employees on the spareboards of one Seniority District to fill short-term vacancies on another Seniority District, thereby reducing work opportunities to employees on laid-off status.
- (b) Familiarization trips for employees forced to work unfamiliar territory.
- (c) Use of Company bunkhouses.
- (d) The Memorandum would not be used by the Company to limit the application of Article 79 of Agreement 4.16 to changes which might be implemented subsequent to the signing of the Memorandum of Agreement consolidating the 19th Consolidated Seniority District.

With respect to Item (a) above, the Company agreed that this practice is not desirable and would closely monitor this situation in the future; however, it is recognized that when a tour of duty vacancy arises on short notice that this practice may be the only solution available to the Company in order to man the service. Should problems in this regard arise in the future, the Company will meet with the Local Chairman involved on a timely basis for the purpose of discussing and resolving the matter.

Although the Company was not prepared to accede fully to the Union's request for familiarization trips, the Company is prepared to provide familiarization trips as outlined in the Letter dated 19 September 1991 which is attached as an Appendix to the Memorandum of Agreement covering the consolidation of seniority districts.

After much discussion on the use of accommodations, the Company agreed to allow employees who exercise their seniority from one terminal to another, in the application of the Memorandum of Agreement, to use such facilities provided space was available and no increased cost to the Company results therefrom.

The Company also agreed that the Memorandum of Agreement establishing the 19th Consolidated Seniority District would not be used to limit or circumvent the application of Article 79 of Agreement 4.16 to changes which might be implemented subsequent to the signing of the Memorandum of Agreement.

We trust the foregoing satisfactorily addresses the concerns of the Union identified above.

Yours truly,  
**(Sgd) W.D. Agnew**  
Atlantic Region

## Addendum No. 90C

26 July 1991

R. LeBel  
General Chairperson  
United Transportation Union  
Suite 200  
1016 St. Jean Street  
Quebec, Que.  
G1R 1R7

Dear Mr. LeBel:

With reference to our discussions held in Moncton, N.B., on 25 July 1991 with your Mr. B. Dube concerning the proposed amalgamation of Seniority Districts 1A to 8.

During these discussions, Mr. Dube pointed out that we have a number of employees who hold valid seniority dates on more than one seniority district and suggested that a letter be exchanged to clarify the seniority dates they will be accorded subsequent to the amalgamation. Mr. Dube further suggested that superior dates on a seniority district other than the employees' "home" seniority list that were gained by the employees voluntarily moving to another seniority district should be protected.

The Company is agreeable to the proposal put forward by Mr. Dube. We have researched our records and it appears that the following listing is an accurate representation of those employees. As indicated, we have shown the employees original seniority date on their "home" seniority list, their date on the seniority district they moved to, the date that will be used for consolidation purposes on other than the seniority district they are presently working on or protected on and the rationale for the dates on more than one seniority district.

F. LeRiche - P.I.N. 677713 - entered service as Trainman in Newfoundland and transferred to Moncton as a result of the closure. His seniority date on District 1A is 3 June 1965. This date will be used for consolidation purposes on all seniority lists except for District 6. His seniority date on District 6 is 14 November 1988, which he will retain.

S. MacKinnon - P.I.N. 679984 - entered service as a Trainman in Prince Edward Island and transferred to Moncton as a result of the closure. His seniority date on District 1B is 23 November 1969. This date will be used for consolidation purposes on all seniority lists except for District 6. His seniority date on District 6 is 1 May 1990, which was established through a Letter of Understanding dated 15 March 1990 and it will be retained.

All other employees on the Seniority District 1B have severed service with the Company with the exception of A.K. Vessey. Mr. Vessey is on laid off status and his consolidated date on all other lists will derive from his current District 1B date of 17 December 1971.

A.W. Crawford - P.I.N. 786702 - entered service as a Trainman at South Devon, N.B., on 28 November 1970, and this is his seniority date on District 8. He voluntarily transferred to District 6 on 13 May 1976, as shown on the seniority list. His District 8 date of 28 November 1970 will be used for consolidation purposes on all District lists except for District 6 wherein he will remain with his current date.

P.E. Jewett - P.I.N. 787581; G.W. Dean - P.I.N. 781046; F.M. Price - P.I.N. 783412; and K.H. Hunter - P.I.N. 123446 - all entered service at South Devon, N.B., and retain their original seniority date on District 8, A Memorandum of Agreement was entered into on 16 May 1991 to consolidate District 8 with District 6 and these employees were accorded a District 6 seniority date of 16 May 1991. For consolidation purposes on other than District 6, these employees will

be placed in accordance with their District 8 seniority date. There are no other employees on the 8th Seniority District list.

Providing there are no errors or omissions in the above and that you concur with the proposal put forward by Mr. Dube, would you please sign and return the original and one copy of this letter. If we are able to successfully conclude the ongoing negotiations on amalgamation of Seniority Districts 1A to 8, we would then use the above-noted information to place these employees on the consolidated lists.

Yours truly,

I CONCUR:

**(Sgd) W. D. Agnew**  
For: Vice-President

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

**Addendum No. 90D**

19 September 1991

R. LeBel  
General Chairperson  
United Transportation Union  
Suite 200  
1016 St. Jean Street  
Quebec, Que.  
G1R 1R7

This letter is in response to discussions held during the negotiations concerning the amalgamation of Seniority Districts 1A to 8 inclusive.

The United Transportation Union stated that familiarization trips would be necessary for employees having to work in an unfamiliar seniority district or terminal.

It was agreed by the Company that two familiarization trips would be provided to employees who are working on a territory that they are unfamiliar with on other than a tour of duty basis. If the employee is assigned to a joint spare board and would be required for both yard and road service, the employee could elect to take one trip in road service and one trip in yard service or take both trips on the road.

Additionally, due to the complexities of the switching operations at Moncton, Halifax and Saint John, it was further agreed that employees assigned to the joint spare board at these terminals would be provided two trips in road service and two trips in yard service providing they are unfamiliar with the territory.

Finally, it was agreed that arrangements for familiarization trips would be as mutually agreed between the Line Officer and Local Chairman at the terminal.

It is understood that any disputes arising from the application of this letter that cannot be resolved at the local level will be referred to the General Chairman and the District Superintendent for resolution.

Yours truly,

**(Sgd) W. D. Agnew**  
For: Vice-President

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

**Addendum No. 91**

**CANADIAN NATIONAL RAILWAY COMPANY**

**Great Lakes Region**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company, Great Lakes Region, and the United Transportation Union, with respect to the amendment of Addendum 31 of Agreement 4.16 in the matter of manning of certain yard assignments at Toronto by former 15th Seniority District Trainmen and their operation within the Toronto Terminal.

IT IS AGREED that Clause (c) of Item 2 of Addendum 31 to Agreement 4.16 will be revised to read:

- (c) One of the assignments referred to in Item 2, Clause (b), will be restricted to work between Toronto Yard (MacMillan Yard) and Mileage 5.4 on the Bala Subdivision.

IT IS FURTHER AGREED that new Clauses (d) and (e) will be added to read:

- (d) The second assignment referred to in Clause (b) will consist of an existing yard assignment initially identified by the Union. Such assignment may be readjusted at a change of service date or as otherwise required upon agreement of representatives of the Union and the proper officer of the Company.
- (e) The entitlement of former 15th Seniority District Trainmen to positions on the assignment identified in Clause (d) will continue until such time as an employee holding seniority on the former 15th Seniority District fails to exercise seniority to such position. In the event that a former 15th Seniority District Trainman fails to exercise seniority to a permanent vacancy on the assignment identified in Clause (d), including at the change of time, the position will thereafter become the entitlement of employees from the former 13th-14th Seniority District.

IT IS FURTHER AGREED that present Clause (d) will be deleted and a new Clause (f) will be substituted therefor to read:

- (f) Representatives of the Union and the proper officer of the Company may meet to discuss the work location of the assignment referred to in Clause (c).

Signed at Toronto, Ontario, this 22nd day of April 1992.

FOR THE COMPANY:  
**(Sgd) W. D. Agnew**  
For: Vice-President

FOR THE UNION:  
**(Sgd) W.G. Scarrow**  
General Chairperson

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

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

**(Sgd) Gerard Binsfeld**  
Local Chairperson - Road  
Local 1130

**(Sgd) K. Taylor**  
Local Chairperson - Yard  
Local 483



## Addendum No. 92

June 2, 1992

W.G. Scarrow  
General Chairperson  
United Transportation Union  
486 North Christina Street  
Sarnia, Ontario  
N7T 5W4

J.W. Armstrong  
General Chairperson  
United Transportation Union  
9657 - 45th Avenue  
Edmonton, Alberta  
T6E 5Z8

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

This concerns the matter of training for periodic examination in accordance with the Railway Employee Qualifications Standards Regulations made pursuant to Section 46 of the National Transportation Act and Section 227 of the Railway Act.

The Company will provide training courses covering all required subject areas for the applicable occupational category and First Aid. When employees attend such training courses at the direction of the Company, they will do so in accordance with the following conditions:

1. (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 1/8th 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 1 (d) above, will be paid the following allowance for meals on each day of the training program:
  - (1) where the provided accommodation includes cooking facilities - \$25.00 per day; or
  - (2) where the provided accommodation does not include cooking facilities \$40.00 per day.

2. Employees attending a training program in accordance with this Letter of Understanding 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:

	EFFECTIVE		
	July 23, 2019	July 23, 2020	July 23, 2021
Yardmaster	\$355.36	\$364.24	\$375.17
Car Retarder Operator	\$339.03	\$347.51	\$357.93
Conductor & Yard Foreman *	\$302.82	\$310.39	\$319.70
Brakeman & Yard Helper**	\$279.20	\$286.18	\$294.77

\* Includes employees on conductors' and yard foreman's spare boards.

\*\* Includes employees on road, yard or joint 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.

3. (a) In the event that an employee 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 2 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 3 (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 2 for the return tour of duty lost.

- (d) Employees will have their names restored to the working 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 3 (d).

- (e) Regularly assigned employees who exercise the option set out in paragraph 3 (d) thereby causing the loss of a trip on their regular assignment will be paid the applicable amount specified in paragraph 2 for each tour of duty lost.

- (f) Spare board employees who exercise the option set out in paragraph 3 (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.
4. In the application of the mileage regulations 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.
5. (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 1 to 5 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.
6. The provisions of this Letter of Understanding 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.
7. The provisions of the collective agreement 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 27.2 of Article 27 of Agreement 4.2 shall not apply to employees paid for instruction and examination pursuant to this Letter of Understanding.

**(Sgd) J. B. Bart**

For: Assistant Vice-President  
Labour Relations

I CONCUR:

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

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

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

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

**Addendum No.92A**

June 2, 1992

W.G. Scarrow  
General Chairperson  
United Transportation Union  
486 North Christina Street  
Sarnia, Ontario  
N7T 5W4

J.W. Armstrong  
General Chairperson  
United Transportation Union  
9657 - 45th Avenue  
Edmonton, Alberta  
T6E 5Z8

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

This confirms our mutual agreement that the daily rates of pay specified in paragraph 2 of the Letter of Understanding dated June 2, 1992 in respect to the conditions attached to training for re-qualification under the Railway Employee Qualification Standards Regulations will be subject to the same general wage increase agreed to between the parties in the current round of national negotiations.

**(Sgd) J. B. Bart**

For: Assistant Vice-President  
Labour Relations

**Addendum No. 92B**

June 2, 1992

W.G. Scarrow  
General Chairperson  
United Transportation Union  
486 North Christina Street  
Sarnia, Ontario  
N7T 5W4

J.W. Armstrong  
General Chairperson  
United Transportation Union  
9657 - 45th Avenue  
Edmonton, Alberta  
T6E 5Z8

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

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, the Union expressed a concern about the effect that attendance on the training course would have in relation to the calculation of an employee's guarantee or an employee's incumbency.

This confirms that, in the calculation of either the guarantee or any incumbency pursuant to the maintenance of earnings provisions of various agreements, an employee in attendance on the training course will be deemed to be available for service. It is, of course, understood that earnings paid to an employee pursuant to the Letter of Understanding, dated June 2, 1992, will be used to offset payment of the guarantee or an incumbency.

**(Sgd) J. B. Bart**  
For: Assistant Vice-President  
Labour Relations

**Addendum No. 92C**

June 2, 1992

W.G. Scarrow  
General Chairperson  
United Transportation Union  
486 North Christina Street  
Sarnia, Ontario  
N7T 5W4

J.W. Armstrong  
General Chairperson  
United Transportation Union  
9657 - 45th Avenue  
Edmonton, Alberta  
T6E 5Z8

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

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 about 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. 93**

**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 18th and 19th 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 18th and 19th 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 extending 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 18th Seniority District, and the Memorandum of Agreement dated September 19, 1991 concerning the 19th 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 18th 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 19th day of July 1992.

FOR THE COMPANY:

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

FOR THE UNION:

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



**Addendum No. 93A**

July 19, 1992

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

With reference to our discussions 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 18th consolidated Seniority List and the 19th Consolidated Seniority List. It was suggested that the procedures established for the 18th and 19th 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 (18th and 19th), as the case may be; and, if not so filled, will then be bulletined to the 1st Seniority District.

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

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

I CONCUR:

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

## Addendum No. 94

### CANADIAN NATIONAL RAILWAY COMPANY ST. LAWRENCE REGION

ADDENDUM to the agreement between the Canadian National Railway Company and the United Transportation Union regarding the consolidation of certain seniority lists.

- 1) Establishment of the 18<sup>th</sup> seniority district, which comprises of the 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> seniority district, effective April 2, 1991.
- 2) The initial road service staff seniority list for the 18<sup>th</sup> seniority district is made up of the current road service seniority lists of the 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> districts in accordance with the following:
  - a) the list begins with the employees at the top of each seniority list, in order of seniority;
  - b) if two or more employees have the same seniority date on their respective lists, they shall be entered on the consolidated list according to the time of day in which they started their first paid runs as brakemen, if this is can be easily confirmed for employees covered by this paragraph;
  - c) employees covered by paragraph b) who started their first paid run at the same time (if this can be easily confirmed) shall be entered onto the consolidated list according to their most recent service date;
  - d) employees covered by paragraph c) with the same service date shall be entered on the consolidated list according to their date of birth;
  - e) the names of employees not entered on the consolidated list under paragraphs a) to d) shall be drawn randomly.
- 3) The initial road service staff seniority list for the 18<sup>th</sup> seniority district is made up of the current road service seniority lists of the 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> districts according to paragraphs a) through e) inclusively of article 2 above.
- 4) Employees whose seniority dates precede or coincide with the effective date of this addendum shall have preference of employment over other employees to fill vacant positions, in the following order:
  - a) employees whose names appear on the seniority lists of the former 9<sup>th</sup> district shall have preference of employment for road service and/or yard service in the territory specified in paragraph 46.10 of article 46 (Seniority Districts - Road and Yard Service) of agreement 4.16;
  - b) employees whose names appear on the seniority lists of the former 10<sup>th</sup> district shall have preference of employment for road service and/or yard service in the territory specified in paragraph 46.11 of article 46 (Seniority Districts - Road and Yard Service) of agreement 4.16
  - c) employees whose names appear on the seniority lists of the former 11<sup>th</sup> district shall have preference of employment for road service and/or yard service in the territory specified in paragraph 46.12 and 46.13 of article 46 (Seniority Districts - Road and Yard Service) of Agreement 4.16
- 5) Unless otherwise agreed by Company representatives and the General Chairman, line service runs covering more than one of the former seniority districts, specified in article 4 of this addendum,

which existed on or before the effective date of this addendum, shall be distributed as proportionately as possible among employees of each of the former districts according to mileage.

- 6) The territorial restriction described in article 4 shall have precedence over the provisions of agreement 4.16.
- 7) Prior rights established by the preceding agreements shall not be affected by this addendum.
- 8) A or B protected freight employees, described in paragraph 11.9 of article 11 (Consist of Crews) of agreement 4.16, shall retain this title in their former seniority districts, but shall lose it when transferring to an expanded seniority district.
- 9) Notwithstanding paragraph 47.12 of article 47 (Interchangeable Seniority Rights - Road and Yard Service) the "change of service date" shall be the Spring and Fall change of timetable, and bulletins shall be issued to the seniority district.
- 10) The former seniority district of employees is indicated on the seniority list for the 18<sup>th</sup> seniority district by a number appearing next to their names. For example, number 10 will appear next to the names of employees from the former 10<sup>th</sup> seniority district.
- 11) In accordance with paragraph 46.17 of agreement 4.16, the seniority list for employees of the 18<sup>th</sup> seniority district is published in addition to a separate list for each former seniority district, which shows in alphabetical order the names of employees with prior rights in this territory.
- 12) The other addenda, which were signed before the effective date of this addendum, dealing specifically with a seniority district covered in article 4 shall continue to apply until the addendum is modified or annulled.

Quebec City, June 12, 1991

**(Sgd) J. Pasteris**  
for: the Vice-President  
St. Lawrence Region

**(Sgd) R. LeBel**  
General Chairman

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

**(Sgd) M.A. Blackwell**  
Vice-President - Atlantic Region

**Addendum No. 95**

**INTENTIONALLY LEFT BLANK**

**Addendum No. 96  
(former Appendix 2 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia B4A 2K7

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

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario L2A 1N2

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

Gentlemen

During negotiations which culminated in an agreement in Toronto in May 1995, in respect to the matter of familiarization of territory, it was agreed the provisions of Article 20 of Agreement 1.1 and Article 16 of Agreement 4.16 would be, for the purposes of extended runs, amended to reflect :

- (a) To ensure employees are familiar with an extended run territory, implementation will be staggered so as to allow the conductor who is familiar with that portion of the run to serve as a pilot for the locomotive engineer who is unfamiliar with that portion of the run for three trips. This will be achieved by implementing the locomotive engineers' train runs one month prior to the implementation of the conductors' train runs. Upon completion of this phase, the locomotive engineer will serve as a pilot for the portion of the run that the conductor is unfamiliar with.
- (b) Consideration will be given to training by the same classification on heavy grade subdivisions.
- (c) The employee who performs the duties of the pilot shall be paid \$25.85 over and above all other wages earned for that tour of duty.

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

I Concur:

**(Sgd) W.G. Scarrow**  
**(Sgd) Mr. R. LeBel**  
**(Sgd) Mr. M. Gregotski**

**(Sgd) C. Hamilton**  
**(Sgd) Mr. B. Wood**

**Addendum No. 97  
(Former Appendix 3 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia B4A 2K7

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

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario L2A 1N2

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

Gentlemen

During negotiations which culminated in an agreement in Toronto in May 1995, there was some discussion on the conditions of locomotive cabs.

During our discussions the Company indicated it is committed to the Baultar, or equivalent, seat retrofit program which is presently ongoing on the road fleet of locomotives. This program is currently underway and is scheduled to be completed by May 5, 1997

One of the Council's demands during the current round of negotiations concerned the provision of a microwave oven on all road locomotives. It is our intention to order all new road locomotives and equip the existing road fleet with microwave ovens. Except for some locomotives that will be phased out in the next several years, all road locomotives will be equipped with a microwave oven by May 5, 1997. In the interim, when a locomotive consist has a unit equipped with a microwave oven it will be dispatched in the lead position when practicable.

**(Sgd) K.L. Heller**  
Chief of Transportation

**I Concur:**

**(Sgd) Mr. W.G. Scarrow**  
**(Sgd) Mr. R. LeBel**  
**(Sgd) Mr. M. Gregotski**

**(Sgd) Mr. C. Hamilton**  
**(Sgd) Mr. B. Wood**

**Addendum No. 98  
(Former Appendix 6 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia B4A 2K7

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

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario L2A 1N2

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

Gentlemen:

Applications and Interpretation of the Collective Agreement

During the last round of negotiations the Council expressed discontent with the manipulation and obvious abuse of the Collective Agreement provisions. Instances were cited of situations where the Company had directed employees to perform or complete work, which was either contrary or blatantly in violation of the Collective Agreement.

The Council submitted a demand that in our view would provide the necessary disincentive for line officers to ignore the Collective Agreement provisions. Basically, this demand provided for a penalty of 8 hours or 100 miles payment when employees were directed or instructed to either violate the Collective Agreement or perform duties when the Collective Agreement had specific work rules or protections that afforded employees specific rights. The Council expressed concern and disappointment with the effect this was having on employee morale.

The Company was reluctant to include such provision in the specific Articles, but advised that they were committed to eliminating the instances when the agreements was ignored or abused. Although there were assurances given, that there would be continuous monitoring of obvious problem areas, the Council was unconvinced that this would have a positive effect.

The Company regarded this matter as a serious problem which required its immediate attention. Accordingly, it agreed that the parties would begin to document those occurrences to determine the root cause of the incidents for a period of six months.

Upon completion of the six months, or at any earlier time, the General Chairmen deem it necessary a meeting will be arranged with the undersigned to review the matters with the view of an undertaking the necessary action to correct the matter. In the interim, I expect that you will keep the undersigned current with any violations which need my personal attention.

Yours truly

**(Sgd) K.L. Heller**  
Chief of Transportation



**Addendum No. 99  
(Former Appendix 7 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario M1M 1N3

Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
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Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
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Quebec, Quebec G1R 1R7

Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ontario L2A 1N2

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

Understanding on Training New Conductors

1. CCROU and CN Rail agree that Articles 60 and 65 of Agreement 4.16 shall be amended to reflect :
  - New employees will fall under the jurisdiction of the CCROU upon commencement of their training.
  - A minimum of 6 months cumulative service will be required to become a qualified conductor.

All other issues relating to training new conductors will be set aside during the mediation phase of the current process in order that the remaining issues between the parties can be resolved.
2. Within 90 days of a mediated settlement, a sub-committee will be formed consisting of representatives from both the CCROU and CN Rail. That sub-committee will commence to discuss issues relating to training new conductors.
3. If the sub-committee fails to conclude an agreement by October 31, 1995, the matter will be placed before an Arbitrator for final and binding resolution.
4. The Arbitrator shall employ Interest Arbitration. The Arbitrator will, unless mutually agreed, render a decision, on or before December 31, 1995 which will be placed into the consolidated collective agreement.

5. The sub-committee and Arbitrator will be guided by the principle that issues relating to training new conductors are:
  - minimum acceptable entry level standards
  - course content
  - jointly appointed on job trainers (OJT)
  
6. This agreement is conditional upon the parties reaching a mediated settlement of all issues on or before May 5, 1995, failing which the matter will remain an outstanding issue for resolution through arbitration.

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

**Addendum No. 100**

**(Former Appendix 8 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
Scarborough, Ontario M1M 1N3

Mr. B. Wood  
General Chairman  
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Mr. R. LeBel  
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Mr. M. Gregotski  
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Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario N7T 5W4

Gentlemen

During negotiations which culminated in an agreement in Toronto in May 1995, in respect to the matter of the modified engine service training program for conductors, there was some discussion about the course structure and intent.

In this respect, the Company indicated that it is necessary in an extended run environment to have two employees who can operate the locomotive. The intent of the course is to provide the conductor the ability to operate the locomotive under the guidance of a qualified locomotive engineer. This will not affect their present duties as the conductor is still in charge of the train and the locomotive engineer is still responsible for the operation of the locomotive.

The structure of the modified engine service training course is as follows:

Technical & Rules Training - Gimli Manitoba 14 Days

- Basic Air Brake training Program
- Motive Power
- Simulator Training - 10 structured hours

On Job Training

- Joint Selection Process On Job Trainer
- Training with credible On Job Trainer - 2 weeks
- Review of runs with local officer, trainee and OJT, using downloads and evaluation sheets.

Upon successful completion of this program conductors will receive an Operator's Permit which will allow them to operate the locomotive when accompanied by a qualified locomotive engineer. While attending the training program the conductor will not suffer any loss of wages.

The Company and local chairperson will jointly examine cases where individuals do not reach qualification status within certain parameters. If a remedy is not found it will be elevated to the General Chairperson and District Manager for resolution.

**(Sgd) K.L. Heller**  
Chief of Transportation

**I Concur:**

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

**(Sgd) C. Hamilton**

**(Sgd) Mr. R. LeBel**

**(Sgd) Mr. B. Wood**

**(Sgd) Mr. M. Gregotski**

**Addendum No. 101  
(Former Appendix 9 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
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Mr. B. Wood  
General Chairman  
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Mr. R. LeBel  
General Chairman  
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Mr. M. Gregotski  
General Chairman  
C.C.R.O.U.  
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516 Garrison Road, Unit 5  
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Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario N7T 5W4

Gentlemen:

During negotiations at Toronto in May 1995 which culminated in an agreement on implementation of extended runs/CSIP in Eastern Canada, we agreed to a process for implementation and ongoing monitoring.

It was decided in order to protect employees that a set of principles would be used to guide implementation and ongoing operation of extended runs. These principles are as follows:

Principles of Extended Runs/CSIP

1. Will not reduce the level of safety.
2. Will enhance transit time and reduce initial and final terminal time.
3. Employees will be provided accurate line-ups to allow sufficient rest prior to starting an extended run.
4. Employees will arrange to report for duty prepared to complete the assignment for which called.
5. At the crew ordering time extended run trains will be ready for the outbound crew to commence their duties to the extent possible with power on train, brake test completed, train coupled, etc.

6. Extended run trains will normally operate as hook and haul, however will perform customer services when other train service is not practicable i.e.:
  - pick up a bad order
  - service a plant when a switcher is not practical
  - set out or pick up when another method would delay traffic or disrupt the service plan
7. Both employees would be properly trained to operate a locomotive.
8. Cab conditions of locomotives will be improved within defined time frames to provide a more suitable ergonomic environment.
9. Marshalling and customer service activity in extended run territory to be primarily performed by road switchers and wayfreights that will not be operated as extended runs.

It was agreed for these principles to be used to provide maximum value, a set of measures and standards needed to be developed which tracked adherence to these principles. The measurement would be provided to the union and the company at regular intervals (monthly) and jointly reviewed on a regular basis. Both parties are committed to action when unacceptable deviation occurs.

The parties agreed to the following committee structure for implementation and ongoing monitoring of extended runs:

#### Regional Steering Committee - Permanent

Consisting of:

- 2 CCROU General Chairmen
- 2 Senior Company Officers such as the Regional Director Operations and 1 District Manager.

Frequency:

- Must meet or conference call quarterly or more frequently if performance dictates.

Mandate:

- Review standards/measures
- Ensure acceptable performance
- Resolve performance issues.

#### Regional Implementation Committee - Temporary

Consisting of:

- 2 appointees by the CCROU General Chairmen
- 2 Senior Company Officers

Frequency:

- Full time until extended runs are implemented.

Mandate:

- Determine standards and measures
- Establish detailed implementation plans for Eastern Canada including points covered in Attachment A.

District Committee - Permanent

Consisting of:

- 2 appointees by the CCROU General Chairmen
- The District Superintendent Transportation
- One other Company committee appointee.

Frequency:

- Must meet or conference call quarterly or more frequently if performance dictates.

Mandate:

- Review district measures and standards
- Ensure acceptable performance
- Resolve performance issues
- Elevate to regional level performance issues that can not be resolved at a District level.

Extended run standards and measures will be distributed regularly to all employees involved with extended runs. Standards will be adjusted jointly on a needs basis (i.e., as cab conditions improve, higher level of standard will be established, and in no case will the amount of line work increase to exceed conductor only criteria).

Prompt implementation would be jointly co-ordinated within defined time frames as defined in Attachment B.

Prior to the implementation, the parties agree that each affected terminal will be visited to explain to employees that CSIP and extended runs.

It is agreed that the appropriate Local Chairpersons will be assembled on each Region to explain the introduction of extended runs.

The parties agreed that employees will not be adversely affected by extended runs. However, in the unlikely event that there is an impact number of employees on the spareboard/furlough boards/laid off which can be attributed to the introduction of extended runs, the Regional Steering Committee will address the matter and determine what remedial action, including any benefits covered by the Material Change provisions of the Agreements.

Extended runs, crew sequencing and booking rest en route standards will be adjusted from time to time in keeping with extended run principles through the agreement of the Regional Steering Committee.

For the purposes of payment these committee meetings will be considered company initiated.

The overriding objective of the foregoing is to have extended runs function consist with the least possible exceptions against the principles we have established.

If the aforementioned accurately reflects the parties conversation, please sign where indicated.

**(Sgd) K.L. Heller**  
Chief of Transportation

I Concur:

(Sgd) W.G. Scarrow C.C.R.O.U. (Sgd) C. Hamilton C.C.R.O.U.

(Sgd) M.P. Gregotski C.C.R.O.U. (Sgd) B.E. Wood C.C.R.O.U.

(Sgd) R. LeBel C.C.R.O.U.



### **Attachment A**

Examine and implement crewing, scheduling, and cycling of assignments.

Determine appropriate accommodation arrangements, including travelling to and from accommodations.

Predetermined criteria for reaching the objective terminal

- i. dangerous commodities
- ii. sufficient power
- iii. dimensional loads
- iv. restricted equipment
- v. etc.

Minimize / eliminate the need for relocation of employees

Ensure both employees are trained and familiarized/qualified prior to the implementation of extended runs.

Provide for work sharing initially recognizing the present terminal work (pro-rated)

### **Attachment B**

Implementation schedule extended runs / Eastern Canada

- Details to be determined by Regional Implementation Committee
- Entire program must be completed by not later than April 1, 1996.

**Addendum No. 102**  
**(Former Appendix 10B of May 5, 1995 Agreement)**

**CANADIAN NATIONAL RAILWAY COMPANY**  
**GREAT LAKES ST. LAWRENCE AND ATLANTIC REGIONS**

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MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Canadian Council of Railway Operating Unions to provide for the consolidation of 1st Seniority District and the 17th Seniority District.

IT IS AGREED THAT:

1. Effective May 5, 1995, the 20th (Eastern) Seniority District shall be established which shall be comprised of the 1st and the 17th Seniority Districts.
2. The seniority list for road and where applicable, on the 17th Seniority District, yard service employees shall be prepared as follows:
  - (a) the name of each employee on the 1st Seniority District who has a seniority date prior to April 18, 1993, shall be placed in the same order as their standing on the 1st Seniority District on the 17th Seniority District lists, with a seniority date of April 18, 1993.
  - (b) the name of each employee on the 17th Seniority District shall be placed in the same order as their standing on the yard 17th Seniority District lists, on the bottom of 1st Seniority District list with a seniority date of April 18, 1993.
3. Employees with a seniority date on or prior to April 18, 1993, and whose names appeared on the seniority list of the former 17th Seniority District will have preference in seniority order over other employees in the filling of vacancies in all service on the territory described by sub-paragraphs 46.14 to 46.15 and 46.16 inclusive, of Article 46 of Agreement 4.16.
4. Employees with a seniority date on or prior to April 18, 1993, and whose names appeared on the seniority list of the former First Seniority Districts will have preference in seniority order over other employees in the filling of vacancies in all service on the territory described by paragraphs 46.1 to 46.13, of Article 46 of Agreement 4.16.
5. Unless otherwise arranged between the designated Officer of the Company and the General Chairperson, runs in road service extending 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.
6. Preference rights established under previous agreements, including the Memorandum of Agreement dated February 16, 1982, concerning the 17th Seniority district, 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 18th Seniority District, and the Memorandum of Agreement dated September 19, 1991 concerning the 19th Seniority District and the Memorandum of Agreement dated October 25, 1992 concerning the establishment of the First Seniority District, will not be affected by this Memorandum of Agreement nor that any other preference rights established under previous agreements will be affected by this Memorandum of Agreement.

7. Employees who are "protected freight employees" as designated by Clause 1 of the Memorandum of Agreement dated March 29, 1992 (Conductor Only Agreement Eastern Region) will retain such status on their former seniority districts, but such status will not be transferable from their former seniority district to the 17th Seniority District.
8. Employees who are "protected freight employees" as designated by Clause 1 of the Memorandum of Agreement dated July 12, 1991 (Conductor Only Agreement 17th Seniority District) will retain such status on their former seniority districts, but such status will not be transferable from their former seniority district to the 1st Seniority District.
9. Notwithstanding the provisions of paragraph 47.12 of Article 47 (Interchangeable Seniority Rights - Road and Yard Service), the "change of service date" on the 20th (Eastern) Seniority District shall be the Spring and Fall Change of Timetables and bulletins shall be issued to the Seniority district.
10. An employee's former seniority district will be indicated on the seniority list by placement of the appropriate number next to his or her name. For example, employees from the former 17th Seniority District will have the number "17" placed next to their name. Similarly, employees on the former First Seniority district will have the number 1 placed next to their name.
11. The revised seniority list 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.
12. 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 Toronto, Ontario this 5th day of May, 1995.

FOR THE  
CANADIAN NATIONAL  
RAILWAY COMPANY

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

FOR THE  
CANADIAN COUNCIL OF  
RAILWAY OPERATING  
UNIONS:

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

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

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

**Addendum No. 103  
(Former Appendix 11 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
C.C.R.O.U.  
2855 Kingston Road  
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Mr. B. Wood  
General Chairman  
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Mr. R. LeBel  
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Mr. M. Gregotski  
General Chairman  
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Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario  
N7T 5W4

Gentlemen:

During the current round of negotiations, the Union expressed concern about Road Crews not being given the opportunity to have a meal at a reasonable hour. It was emphasized that the revisions to the eating rules were not to jeopardize nor take away the rights for employees to have a meal in other than through freight service.

The Union raised different instances where employees were being denied the opportunity to eat at a reasonable time or at locations where there were suitable eating facilities during a specific time.

It is agreed that if there are suitable eating facilities at a location, employees would be allowed a reasonable opportunity to eat at this location rather than being told to leave the area to go to a location where it was known there were not suitable facilities. Employees are to arrange their work accordingly to ensure that eating does not disrupt customer service.

The Company commits to ensure that line officers are apprised of this directive of permitting employees to consume meals at a reasonable hour.

Yours truly,

**(Sgd) K. L. Heller**  
Chief of Transportation

**Addendum No. 104**  
**(Former Appendix 12 of May 5, 1995 Agreement)**

May 5, 1995

Mr. R. LeBel  
General Chairman  
C.C.R.O.U.  
1026 St. Jean Street, Suite 200  
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Mr. B. Wood  
General Chairman  
C.C.R.O.U.  
2 Dartmouth Road, Suite 210  
Bedford, Nova Scotia  
B4A 2K7

Gentlemen:

This is in reference to our discussions concerning the new and critical Ultramar contract operating between St. Romuald and Montreal. As you are aware, this contract has the opportunity of new markets with this and other customers allowing rail to operate in this short distance market. However, the economics of such an operation dictated that a conductor only operation without any restrictions with respect to the duties which may be performed was a prerequisite. As well, the operation, due to the length of the run would also require an extended day of 11 hours before rest could be booked.

Both parties agreed this was a unique opportunity for the Company and employees to improve the Eastern Canada operation by acquiring new business and accordingly agreed the aforementioned would apply. It was hoped that co-operative ventures of this nature would lead to additional business opportunities.

**(Sgd) K.L. Heller**  
Chief of Transportation

(Sgd) R. LeBel C.C.R.O.U.

(Sgd) B.E. Wood C.C.R.O.U.

**Addendum No. 105  
(Former Appendix 13 of May 5, 1995 Agreement)**

May 5, 1995

Mr. C. Hamilton  
General Chairman  
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Mr. B. Wood  
General Chairman  
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Mr. R. LeBel  
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Mr. M. Gregotski  
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Mr. W.G. Scarrow  
General Chairman  
C.C.R.O.U.  
486 N. Christina Street  
Upper Level  
Sarnia, Ontario N7T 5W4

Gentlemen

During the mediation/arbitration process the Company and Union, discussed the impact of consolidation of the Eastern Seniority District and Central Seniority District into one amalgamated seniority district.

It was agreed at that time, that subsequent to the finalization of these seniority districts, the parties would meet to determine a mechanism that would afford employees a fair and equitable method of applying and qualifying as Locomotive Engineers. The following principles were agreed to in this determination:

1. An initial bulletin requesting applicant to train and qualify as Locomotive Engineers will be issued to the 20th seniority district.
2. Employees desiring such training must apply on the initial bulletin, to ensure they do not suffer a loss of seniority.
3. Employees on the initial list shall establish their seniority ranking on the Eastern Seniority District in conjunction with their relative standings on the amalgamated 20th seniority district, which shall establish a master list for the purpose of training.
4. The Company shall train employees on the established Master List for terminal/locations which Locomotive Engineers are required, regardless of their standing on such list.

This order of training shall not prejudice the seniority of the applicants, as although upon completion is when employees are afforded seniority, they shall be placed on the Locomotive Engineers' list in conjunction with their ranking on the aforementioned master seniority list.

Employees who are on the master list, but who are not required at the time, shall retain their seniority standing, provided they attend the first available training course.

Subsequent to the training and qualifying of employees, the original bulletin, the Company will issue another bulletin, which shall request further applications from those employees desiring training/qualification as Locomotive Engineers.

The parties recognize, and agree, that if something arises which does not properly protect the vested seniority rights of employees, then necessary modifications can be made.

Copies of all bulletins will be provided along with successful applicants to the appropriate General Chairman.

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

for: Assistant Vice-President  
Labour Relations

**Addendum No. 106 – Archived 2015**



**Addendum No. 106A**  
**ATLANTIC REGION ISSUES**

All Atlantic Region issues are settled on the following basis except for those specifically mentioned in ADDENDUM NO. 104

1) Composite Employee

The Company and the Union agree that Employees will be assigned any work for which they are familiar and qualified or can be trained to perform. Training programmes shall be offered by the Company and discussed with the Union prior to their implementation.

2) Crew Consist

All assignments will have two (2) employees; a locomotive engineer and a conductor. Additional employees will be assigned as may be required by the Company. This does not prevent employees from being cycled independently on certain assignments.

3) Material Changes in Working Conditions

Any proposed material change impacting employees east of Joffre will be implemented within 60 days of providing notice, to the representative C.C.R.O.U. General Chairpersons.

Maintenance of earnings ensuing from implementation of Material Change will be extended to the directly impacted employee only. There will be no domino maintenance of earnings to subsequently impacted employees. Any resultant maintenance of earnings would be subject to the provisions of Articles 79.13 to 79.16 of the Master Offer of Settlement.

4) Elimination of Road and Yard Distinction Articles 12.18 to 12.30 will apply.

5) Locomotive Engineer Monthly Spareboard Adjustment

**See Item 5 of Addendum 80 of Collective Agreement 1.1**

6) Furlough boards on the Atlantic Region are discontinued and substituted therefore with the following Supplemental Unemployment Benefit Plan for Employees in Atlantic Canada.

Weekly Layoff Benefits

Employees with more than two years cumulative compensated service shall be entitled to the benefits defined herein:

- 1) When unable to hold work on the Atlantic Region an eligible employee will be entitled to the benefits of this article.

Benefit Accumulation

- 2) For each year of cumulative compensated service (or major portion thereof) employees will be allowed a layoff benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee. Weekly layoff benefits specified in paragraph 3 of this article will cease when eligible employee has exhausted his benefit accumulation as specified in this article.

- (a) The above layoff benefit credit shall apply until such time as the employee has completed twenty (20) years of cumulative compensated service, when the following maximum layoff benefit credits shall apply:

- 20 years and less than 25 years - 3 years

- 25 years and less than 30 years - 4 years

- 30 years and over - 5 years

Basic Weekly Pay is that as found in paragraph 79.13 of Agreement 4.16.

#### Claims Procedure

- 3) An eligible employee as defined in paragraph 5 of this article may, at the expiration of the seven-day waiting period, make application to the designated company officer for a weekly layoff benefit as follows:

- (a) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period of an amount that, when added to Unemployment Insurance benefits and/or outside earnings in excess of those allowable under U.I. for such week, will result in the employee receiving 85 percent of the employees basic weekly pay at time of layoff.

- (b) Employees with two but less than twenty years cumulative compensated service:

- During any week following the seven-day waiting period that an eligible employee is not qualified for U.I. benefits account eligibility for such benefits having been exhausted or account such employee not being insured for U.I. benefits, or account U.I. waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off to the maximum U.I. weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 85 per cent of the employee's basic weekly pay at the time of layoff.

- (c) Employees with twenty or more years of cumulative compensated service:

- During any week following the seven-day waiting period that an eligible employee is not qualified for U.I. benefits account eligibility for such benefits have been exhausted or account such employee not being insured for U.I. benefits, or account U.I. waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount that when added to outside earnings will result in the employee receiving 85 percent of the employee's basic weekly pay at the time of layoff.

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

- 4) No weekly layoff benefit will be made for parts of a claim week as defined in paragraph 5 of this article except that:

- (a) Recall not covered by paragraph 4 (b) of this article below:

An employee who has qualified for weekly layoff benefits in accordance with the eligibility provisions of this article and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under U.I. for such week, will result in the employee receiving 85 percent of the employee's basic weekly pay at time of layoff.

(b) Temporary Recall for Less than 5 Working Days

An employee who has qualified for weekly layoff benefits in accordance with paragraph 5 of this article will not have their weekly benefit payment reduced for any claim week during which less than five tours of duty in yard service or two tours of duty were completed.

Eligibility for Benefits

- 5) (a) Employees shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff, herein called a "claim week", provided all of the following requirements are fulfilled:
  - (i) At the beginning of the period of continuous layoff the employee has two years or more of cumulative compensated service;
  - (ii) For employees who have a seniority date subsequent to March 17, 1982, such employees have exercised full seniority rights on the Region and are unable to hold work;
  - (iii) A waiting period of seven continuous days in the period of layoff has expired;
  - (iv) Employees are not disqualified under paragraph 6 of this article.
- (b) Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on lay-off for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly lay-off benefits upon layoff within such ninety days.
- 6) Employees will not be regarded as laid off during any day or period in which their employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action, failure to exercise seniority, strike, lockout, Act of God, or retirement or if they decline or delay recall to work for any reason or are in receipt of other payments of any kind from the Company.
- 7) The aforementioned provisions in items 1 to 7 hereof shall apply to employees in Atlantic Canada east of Joffre in lieu of and notwithstanding any provisions in Agreements 4.16 and or 1.1 which may be in conflict with or at variance with the full application thereof.

**Note:** Revised by Memorandum of Agreement dated December 4, 2001

**Addendum No. 106B**

**ATLANTIC CANADA AGREEMENT**

In accordance with the provisions of Appendix 14 of the Memorandum of Agreement dated 5 May, 1995, it is agreed that the following measures are being adopted to mitigate the adverse effects on employees who will be impacted by either;

- (a) the elimination of furlough boards
- (b) the introduction of two person crews east of Joffre;
- (c) the elimination of yard/road distinctions; and,
- (d) the implementation of terminal closures at Truro, Edmundston and Riviere du Loup.

It is further agreed these measures are being adopted in an effort to alleviate and/or eliminate the adverse effects for employees who are affected by the above-noted changes.

Employees who wish to avail themselves of one of the benefits listed below must make an irrevocable election at the time the changes are implemented, except as otherwise specifically identified within this document.

It is also agreed the number of separation/severance/education leave opportunities are limited to the number of surplus employees at the individual terminals or on the seniority districts. In other words, if we do not have any surplus employees at a home terminal or on the seniority district covering employees at that home terminal, employees will not be entitled to sever their services through retirement, resignation or paid leaves of absence.

**I. EARLY RETIREMENT**

Employees who are eligible for early retirement under the Company's Pension Plan(s) and who have 85 pension points as defined by the Pension Plan(s) Rules will be entitled to a lump sum payment equal to the present value of the monthly separation payment until age 65 as provided below, calculated on the basis of a discount rate of ten (10) percent per annum.

The monthly separation payment is the amount which, when added to the Company Pension, would give the employee an amount equal to a percentage of his average annual earnings over the best five (5) year period, as defined under the 1959 Pension Plan Rules in accordance with the following formula:

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

NOTE: This lump sum payment will not be considered earnings for pension calculation purposes.

In the application of the above, eligible employees who are not members of the 1959 Pension Plan or who have entered the 1959 Pension Plan when it was reopened and did not purchase all eligible service will receive the lump sum payment calculated on the assumption that such employees did belong to the 1969 Pension Plan throughout the employees' career. Such employees will receive the payment due them in accordance with the paragraph immediately above minus any pension payments which would have been due to them had they been a member of the 1959 Pension Plan.

Employees aged 55 or over who receive an early retirement opportunity in accordance with this letter shall be entitled to have their group life insurance, extended health care and dental plan benefits continued fully paid up by the Company until age 65. At age 65, employees will be provided a paid-up life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.

**II. DEFERRED SEPARATION – OPTION A**

Employees who are at least 50 years of age with at least 75 pension points who will be eligible for early retirement under the CN Pension Plan (s) Rules within five (5) years (i.e. employees who will have 85 points as defined by the Pension Plan(s) Rules within 5 years) may voluntarily elect to go on a deferred separation under the following terms and conditions.

Employees who elect deferred separation will be compensated on the basis of 65% of the Basic Weekly Pay of the permanent position held at the time the above-noted changes are implemented until such time as they are eligible for early retirement. Basic Weekly Pay will be determined in the same manner as provided for under Articles 78.13 and 79.13 of Agreements 1.1 and 4.16 respectively.

Employees who elect deferred separation will be paid on the same bi-weekly basis as they were paid while in active service with the Company. Normal deductions covering pension, income tax, etc. will be made in the usual manner.

Employees within five (5) years of eligibility for early retirement electing deferred separation will, at the time they qualify for early retirement under the Company's Pension Plan(s), be entitled to a separation allowance in a lump sum payment calculated on the basis of the following formula:

<b>No. of weeks Salary Credited For Each Year of Service Remaining to Normal Retirement</b>	<b>Years of Cumulative Compensated Service</b>
35 or more	6.0
34	5.9
33	5.8
32	5.7
31	5.6
30	5.5
29	5.4
28	5.3

<b>No. of weeks Salary Credited For Each Year of Service Remaining to Normal Retirement</b>	<b>Years of Cumulative Compensated Service</b>
---	--

27	5.2
26	5.1
25	5.0

Notes: This lump sum payment will not be considered earnings for pension calculation purposes.

A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g. 4 years and 1 month (or major portion thereof) equals 4 1/12 (4/083) years.

Weeks of salary means the basic weekly rate of pay established at the time the employee elected this deferred separation option.

Employees who elect deferred separation in accordance with the provisions of Option A will accumulate credit for pension eligibility purposes while on the deferred separation plan.

Employees who elect the deferred separation plan in accordance with the provisions of Option A will be entitled to have their group life insurance, extended health care and dental benefits continued fully paid by the Company until age 65. At age 65, employees will be provided a life insurance policy, fully paid by the Company, in an amount equal to that in effect in existing collective agreements.

### **Option B**

Employees who are at least 48 years of age with at least 71 pension points who will be eligible for early retirement under the CN Pension Plan(s) Rules within seven (7) years (i.e. employees who will have 85 points as defined by the Pension Plan(s) Rules within 7 years) may voluntarily elect to go on a deferred separation under the following terms and conditions.

Employees who elect deferred separation will be compensated on the basis of 65% of the Basic Weekly Pay of the permanent position held at the time the above-noted changes are implemented until such time as they are eligible for early retirement. Basic Weekly Pay will be determined in the same manner as provided for under Articles 78.13 and 79.13 of Agreements 1.1 and 4.16 respectively.

Employees who elect deferred separation will be paid on the same bi-weekly basis as they were paid while in active service with the Company. Normal deductions covering pension, income tax, etc. will be made in the usual manner.

Employees within seven (7) years of eligibility for early retirement electing deferred separation will, at the time they qualify for early retirement under the Company's Pension Plan(s) be entitled to a separation allowance in a lump sum payment calculated on the basis of the following formula:

<b>No. of weeks Salary Credited For Each Year of Service Remaining to Normal Retirement</b>	<b>Years of Cumulative Compensated Service</b>
35 or more	4.5
34	4.4
33	4.3
32	4.2
31	4.1
30	4.0
29	3.9
28	3.8
27	3.7
26	3.6
25	3.5

Notes: This lump sum payment will not be considered earnings for pension calculation purposes.

A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g. 4 years and 1 month (or major portion thereof) equals 4 1/12 (4.083) years.

Weeks of salary means the basic weekly rate of pay established at the time the employee elected this deferred separation option.

Employees who elect deferred separation in accordance with the provisions of Option B will accumulate credit for pension eligibility purposes while on the deferred separation plan.

Employees who elect the deferred separation plan in accordance with the provisions of Option B will be entitled to have their group life insurance, extended health care and dental benefits continued fully paid by the Company until age 65. At age 65, employees will be provided a life insurance policy, fully paid by the Company, in the amount equal to that in effect in existing collective agreements.

Employees who are not eligible for Option B at the time the changes are implemented but who will attain age 48 or accumulate the required 71 pensionable service points prior to 31 December 1995 will be eligible for this benefit providing they make application for and may commence their deferred separation during the month in which they attain the required age or accumulate the required 71 pensionable service points.

### **III LAYOFF BENEFITS**

Employees with more than two (2) years of cumulative compensated service shall be entitled to layoff benefits as prescribed by the provisions contained in the Offer of Settlement dated 5 May 1995 providing they meet the eligibility criteria described therein.

**IV SEVERANCE PAYMENT**

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

Less than 8 years CCS \$15,000  
More than 8 years CCS \$80,000

Employees electing a severance payment shall be entitled to group life insurance and extended health and vision care benefits fully paid by the Company for a period of one year following the date of their resignation from service.

Employees electing a severance payment may, at their option, elect to receive the lump sum payment in two instalments over a 13 months period.

**V EDUCATIONAL LEAVE OF ABSENCE**

Employees who are not eligible for early retirement or the deferred separation benefits, will be entitled to a leave of absence for educational purposes, with pay for a period of up to three (3) years while attending an educational training program.

Employees electing this option will be paid a basic weekly rate of:

Employees regularly assigned as Locomotive Engineer: \$850.00  
Employees regularly assigned as Conductor \$815.00  
Employees regularly assigned as Assistant Conductors: \$745.00

The education training program, for which the employee desires leave, must be approved by the Company prior to educational leave of absence being granted.

Employees granted educational leave of absence will be subject to being called to work while not attending courses during recognized school breaks. All outside earnings during this period of leave will be deducted from the employees' pay.

Upon completion of the training program for which leave of absence was granted or upon expiration of the period of time for which leave was granted, the employee must resign from Company service unless there is a permanent position available for which the employee is the qualified successful candidate.

**VI RELOCATION EXPENSES**

Employees required to relocate to maintain employment with the Company, will be entitled to the relocation benefits provided in Article 78 and 79 of Agreements 1.1 and 4.16 respectively.

In lieu of claiming relocation benefits as provided by the collective agreements, employees may opt for a lump sum payment of \$18,000 for home owners and \$7,500 for renters for relocations within the Atlantic Region; and \$25,000 for home owners and \$10,000 for renters who opt to relocate for work opportunities beyond the Atlantic Region.



## **VII MAINTENANCE OF EARNINGS**

Maintenance of earnings to employees adversely affected by any of the above-noted changes will be provided in accordance with Article 78.13 and 79.13 of Agreements 1.1 and 4.16 respectively. Employees on non-essential brakemen's positions as of 31 August 1995 as well as employees affected by the closures of the terminals of Truro, Edmundston and Riviere du Loup will be entitled to maintenance of earnings in accordance with Article 79.13 of Agreement 4.16 and 78.13 of Agreement 1.1. To maintain the entitlement to maintenance of earnings, these employees must accept all higher-rated positions at their terminal or the terminal to which displacing.

## **VIII FORMER SYDNEY/STELLARTON EMPLOYEES**

Employees in active service who were formerly located at either Sydney or Stellarton and who accepted alternate work opportunities at either Saint John or Edmundston, N.B. will be accorded first choice with respect to an early retirement or deferred separation option at the terminal where they are presently employed.

Employees electing early retirement or deferred separation as described in the preceding paragraph will be entitled to door-to-door moving expenses paid for by the Company should they desire to return to their former home terminal.

Former Sydney/Stellarton employees electing to take early retirement, or deferred separation, or resign with severance pay, or who are laid off and who had actually relocated their primary residence to either Saint John or Edmundston, N.B. will be given consideration for some additional relocation expenses over and above door-to-door moving expenses should they desire to return to their former home terminal.

## **IX MEDICALLY RESTRICTED EMPLOYEES**

With the magnitude and scope of the operational and crewing changes to be implemented, situations may be encountered wherein employees with medical restrictions find their work opportunities severely limited. In such cases, it is agreed that both parties would work towards a mutually satisfactory solution based on the premise of reasonable accommodation under the terms of the provisions of the current collective agreements.

If it is determined that the extent of the medical restriction prohibits the employee from retaining employment within their respective collective agreements, every opportunity to provide alternate work within the Company will be explored. In some cases, this could require the employee to take training for alternate work opportunities providing the employee is deemed to be suitable and adaptable for such training.

In the event medically restricted employees are trained and qualify for alternate employment which involves relocation, the employee must relocate to the new work location. The Company agrees to provide relocation benefits in accordance with the provisions of Article 78 and 79 of Agreements 1.1 and 4.16.

The above-mentioned options provide full and final settlement of the measures to mitigate the adverse effects on employees on the Atlantic Region.

Signed at Moncton, New Brunswick this 2 day of August 1995.

For the Canadian National  
Railway Company

**(Sgd) G. Gysel**

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

For the Canadian Council of  
Railway Operating Unions:

**(Sgd) B. Wood**

**(Sgd) R. LeBel**

**Addendum No. 107 – Archived 2015**

**Addendum No. 108**

**Work Jurisdiction**

Toronto, Ontario, May 13, 2001

G. Halle	CCROU Chairman
W.G. Scarrow	CCROU Vice-Chairperson

Gentlemen:

During this round of negotiations the Council raised concerns regarding the CCROU's jurisdiction to work performed within yards relative to that provided for in the collective agreements of other crafts.

Discussions between the parties recognized the work that has normally and historically been performed by the CCROU relative to other crafts. In this regard the Company affirms that switching activities performed in CN Yards and CN facilities will be performed by the CCROU, excluding shop track facilities as defined by shop track limits.

The parties recognized that this letter cannot serve to limit the rights of other crafts as contained in their respective agreements, such as the performance of duties incidental to their work. Nevertheless the Company will assign work to the CCROU consistent with the foregoing.

Yours truly,

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

**Addendum No. 109 – Archived April 2015**

**Addendum No. 110**

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson - CCROU  
1026 St. Jean Street, Suite 200  
Quebec, Que. G1R 1R7

R. Long  
General Chairperson, CCROU  
325 West Street,#200, BuildingA  
Brantford, Ont. N3R 6B7

M.P. Gregotski  
General Chairperson - CCROU  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.J. Henry  
General Chairperson - CCROU  
8616 - 51 Avenue, Suite 309  
Gallery 51  
Edmonton, Alta. T6E 6E6

B.E. Wood  
General Chairman - CCROU  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

R. Dyon  
General Chairman - CCROU  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

M. Simpson  
General Chairman - CCROU  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

Gentlemen:

During this round of negotiations the Council raised several issues with the Company with respect to employees learning the road. The Council was concerned that as a result of material change notices, normal application of the collective agreement, or employees forced to protect positions on the seniority territory account no applications received, employees may be required to work territory they were not fully familiar with.

The Company explained that there are already arrangements in place, some of them specifically negotiated as a result of material change notices. These arrangements ensured employees in the aforementioned circumstances were familiar with the territory. It was satisfied overall that all employees were properly familiar in the circumstances described. However, if there are any issues concerning the aforementioned, the matter should be handled directly between the General Chairman/Chairperson and the District Superintendent involved.

Yours truly,  
**(Sgd) K.L. Heller**  
Senior Vice-President, Line Operations

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

**Addendum No. 111**

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson - CCROU  
1026 St. Jean Street, Suite 200  
Quebec, Que. G1R 1R7

R. Long  
General Chairperson - CCROU  
325 West Street, #200, Building A  
Brantford, Ont. N3R 6B7

M.P. Gregotski  
General Chairperson - CCROU  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.J. Henry  
General Chairperson - CCROU  
8616 - 51 Avenue, Suite 309  
Gallery 51  
Edmonton, Alta. T6E 6E6

B.E. Wood  
General Chairman - CCROU  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

R. Dyon  
General Chairman - CCROU  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

M. Simpson  
General Chairman - CCROU  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

Gentlemen:

During the last round of negotiations, the Council advised the Company that on occasions, employees involved in critical incident situations were required to continue work. The Council was seeking assurances that in these incidents, such as those involving fatalities, employees would be relieved of duty without incurring any financial loss.

As you are aware, the Critical Incident Response Program is part of the Company's EFAP program and any contentious issues involving critical incident stress can be handled through the Senior Advisory Committee, of which the CCROU is a member.

However, to ensure all are aware, the program guide will be reissued to affected Company offices and Rail Traffic Control Centres.

The Council indicated this satisfied their concerns.

Yours truly:  
**(Sgd) K.L. Heller**  
Senior Vice-President, Line Operations

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

**Addendum No. 112**

Montreal, Quebec, February 13, 1998

R. LeBel  
General Chairperson - CCROU  
1026 St. Jean Street, Suite 200  
Quebec, Que. G1R 1R7

R. Long  
General Chairperson - CCROU  
325 West Street, #200, Bldg A  
Brantford, Ont. N3R 6B7

M.P. Gregotski  
General Chairperson - CCROU  
Country Square  
516 Garrison Road, Unit 5  
Fort Erie, Ont. L2A 1N2

B.J. Henry  
General Chairperson - CCROU  
8616 - 51 Avenue, Suite 309  
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B.E. Wood  
General Chairman - CCROU  
2 Dartmouth Road, Suite 210  
Bedford, N.S. B4A 2K7

R. Dyon  
General Chairman - CCROU  
3610 Valiquette St., Suite 200  
St. Laurent, Que. H4S 1X8

M. Simpson  
General Chairman - CCROU  
No. 2 - 3012 Louise Street  
Saskatoon, Sask. S7J 3L8

Gentlemen:

One of the issues the Council raised was paternity and maternity leave, with much of the dialogue centered on the use of light and modified duties for pregnant employees.

As you are aware, current Company policy for unionized employees requires that, upon request, and where practicable, the Company shall modify the employee's job functions or reassign her to another job, if the continuation of the current job functions poses a risk to the health of the employee, the fetus or child.

To resolve the issue, the Parties agreed that the Council shall participate in the modification of job functions or reassigning the employee to another job. If it is required, the matter would be handled between the General Chairmen/Chairpersons and District Superintendent.

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. 113 – Archived 2015**

**Addendum No. 114 – Archived 2015**



**Addendum No. 115**

Toronto, Ontario, May 13, 2001

R. LeBel            General Chairperson CCROU  
R. Beatty          General Chairperson CCROU  
R. Leclerc         General Chairman CCROU

Gentlemen:

During this round of negotiations the Council raised several issues surrounding how Customer Service Assignments (CSAs) East of Joffre would be handled given the new rates of pay for Road Switcher Assignments West of Joffre. The Company has agreed that wage increases made to Road Switchers/Yard Assignments will be applicable to CSAs.

Yours Truly,

**(Sgd) K. L. Heller**  
Senior Vice President

## **Addendum No. 116**

Toronto, Ontario, May 13, 2001

R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU

Gentlemen:

During this round of collective bargaining, the Council raised concerns with respect to mitigation of adverse effects for employees affected as a direct result of the amendment of Road/Yard Distinction.

In resolution of the aforementioned, it is agreed that adversely affected employees will be entitled to the following:

### **Weekly Layoff Benefits**

Non-protected employees with more than two years cumulative compensated service, shall be entitled to the benefits defined herein:

- 1) Eligible employees unable to hold work on their respective seniority district as a direct result of the amendment of Road/Yard Distinction will be entitled to the benefits as provided herein.

#### Benefit Accumulation

- 2) For each year of cumulative compensated service (or major portion thereof) employees will be allowed a layoff benefit credit of five weeks. This will be calculated from the last date of entry into the Company's service as a new employee. Weekly layoff benefits specified in paragraph 3 of this article will cease when eligible employee has exhausted his benefit accumulation as specified in this letter.

Basic Weekly Pay is that as found in paragraph 79.13 of Agreement 4.16.

#### Claims Procedure

- 3) An eligible employee as defined in paragraph 5 of this letter may, at the expiration of the seven-day waiting period, make application to the designated company officer for a weekly layoff benefit as follows:
  - (a) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period of an amount that, when added to Employment Insurance benefits and/or outside earnings in excess of those allowable under E.I. for such week, will result in the employee receiving 85 percent of the employees basic weekly pay at time of layoff.
  - (b) During any week following the seven-day waiting period that an eligible employee is not qualified for E.I. benefits account eligibility for such benefits having been exhausted or account such employee not being insured for E.I. benefits, or account E.I. waiting period, such employee may claim a weekly layoff benefit for each

complete week of seven calendar days laid off to the maximum E.I. weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 85 per cent of the employee's basic weekly pay at the time of layoff.

- (c) It shall be the responsibility of employees to report for each week for which they are claiming a weekly layoff benefit under this Agreement, any amounts received from Employment Insurance in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event employees do not report all such outside earnings for any particular week, this will be interpreted as notice that their outside earnings for such week are the same as those for the previous week.
- 4) No weekly layoff benefit will be made for parts of a claim week as defined in paragraph 5 of this article except that:

- (a) Recall not covered by paragraph 4 (b) of this article below:

An employee who has qualified for weekly layoff benefits in accordance with the eligibility provisions of this article and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under E.I. for such week, will result in the employee receiving 85 percent of the employee's basic weekly pay at time of layoff.

- (b) Temporary Recall for Less than 5 Working Days

An employee who has qualified for weekly layoff benefits in accordance with paragraph 5 of this article will not have their weekly benefit payment reduced for any claim week during which less than five tours of duty in yard service or two tours of duty were completed.

#### Eligibility for Benefits

- 5) (a) Employees shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff, herein called a "claim week", provided all of the following requirements are fulfilled:
- (i) At the beginning of the period of continuous layoff the employee has two years or more of cumulative compensated service;
  - (ii) A waiting period of seven continuous days in the period of layoff has expired;
  - (iii) Employees are not disqualified under paragraph 6 of this article.
- (b) Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on lay-off for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly lay-off benefits upon layoff within such ninety days.
- 6) Employees will not be regarded as laid off during any day or period in which their employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action, failure to exercise seniority, strike, lockout, Act of God, or

retirement or if they decline or delay recall to work for any reason or are in receipt of other payments of any kind from the Company.

- 7) The aforementioned provisions in items 1 to 7 hereof shall apply to employees in lieu of and notwithstanding any provisions in Agreements 4.16 and/or 1.1 which may be in conflict with or at variance with the full application thereof.

Yours truly,

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

**Addendum No. 117**

Toronto, Ontario, May 13, 2001

R. LeBel            General Chairperson CCROU  
R. Beatty           General Chairperson CCROU

Gentlemen:

During the recent round of negotiations discussions surrounded the establishment of furlough boards on the Champlain District as outlined in the provisions of Articles 91 and 92 of Agreement 4.16.

The Company has agreed to provide furlough board protection as outlined in the provisions of Articles 91 and 92 of Agreement 4.16 to the Champlain District and as described in definition R "Protected Freight Employees of the 4.16 Agreement.

The following amendments will also be made:

- Definition "S" is deleted.
- Definition "R" is renamed "Protect Freight Employees"
- Remove reference to 1<sup>st</sup> Seniority District from Article 91.
- Article 91.11 will now apply to the 20<sup>th</sup> Seniority District.

Yours Truly,

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

## **Addendum No. 118**

Toronto, Ontario, May 13, 2001

R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU

Gentlemen:

During this round of negotiations, the issue of sabbatical leave was discussed. The Parties have agreed to the introduction of Sabbatical leave of absence with deferred salary.

### **Preamble,**

Sabbatical leave of absence is to permit permanent employees, represented by the CCROU, the opportunity to take a leave of absence, which they personally finance through a deferral of salary. The Sabbatical leave may be for a period of not less than 3 months and not exceeding 9 months and will be awarded on the basis of seniority. The deferral years will not exceed 5 years. It is understood that Sabbatical leave of absence will not apply in situations where such requests are to go work elsewhere.

### **Definitions:**

#### Sabbatical Leave of Absence:

Agreement between the Company and employees allowing such employees to defer a percentage of their basic Weekly Rate of pay for a period not exceeding 5 years to permit them to finance a leave of absence not exceeding nine months.

#### Deferral Years:

The year(s) during which employees are deferring their salary. The Sabbatical will be taken after the deferral years.

#### Sabbatical Leave:

Period during which the employee is on leave of absence. This "Sabbatical" will be of not less than 3 months and cannot exceed 9 months and will be compensated at the percentage of the basic weekly rate of their permanent assignment.

#### Contract:

Signed document between the Company and the employees covering the period of time including the deferral years and the Sabbatical.

### **General Application**

Sabbatical will be granted at the sole discretion of the Company. The Company decision will not be subject to appeal by the Employee nor by the Council. However, if the Sabbatical is refused, and upon request by the Council, the Company will supply a written confirmation of such refusal with an explanation of its decision.

It may be necessary in order to allot Sabbatical leave of absences that the normal manner in allotting vacations be modified to accommodate those wishing sabbatical leave. No Sabbatical leave will be taken between June 15 and September 15.

If the Sabbatical leave of absence is approved, it will be subject to the following conditions:

Any contract could not be for less than 1 year and cannot exceed 5 years and 9 months.

**Example of contract:**

If the deferral years are established at two years and the Sabbatical at 6 months, the contract will be for a period of 2 ½ years. During the two year deferral the applicants will be compensated at 80% of their basic weekly rate of pay. During their Sabbatical they will be compensated at 80%.

Hereunder, is a table explaining the various type of deferral years based on 9 months to 5 year periods and Sabbatical based on a Sabbatical of 3 to 9 months.

Deferral Period	Length of Sabbatical		
	3 Months	6 Months	9 Months
9 months	75%		
2 yrs	89%	80%	73%
3 yrs	92%	86%	80%
4 yrs		89%	84%
5 yrs		91%	87%

2. Except as provided below, employees under Contract will be afforded all work benefits normally afforded to other permanent employees including the accumulation of seniority and service.
3. Employees under Sabbatical will be paid through the Direct Deposit System.
4. General Holiday falling within the period of Sabbatical will be considered as making part of the Sabbatical and will not be reimbursed by the Company.
5. Employees on Sabbatical will count in the calculation of annual vacation for the following year and such time will count for Pension purposes.
6. Time spent on Sabbatical will count in the calculation of annual vacation for the following year and such time will count for Pension purposes.
7. At the completion of the Sabbatical, employees will be reinstated in accordance with terms and conditions of the Collective Agreement.
8. The concept of Sabbatical leave of absence should not be used as pre-retirement leave of absence nor should it be used as experience working for another employee.

**Funding**

9. Contributions retained by the Company, through payroll deduction will be held in trust in a Financial institution selected by the Company and any interest accumulated will be retained by the Company to offset any administrative fees or additional costs associated with payment of benefit premiums.

## **Withdrawal, Maternity Leave, Long Term Disability, Resignation, Dismissal, Jury Duty or Death:**

### **Withdrawal**

10. Employees who decide to withdraw from the Contract, during the deferral years, should advise the proper officer of the Company, in writing thirty (30) days prior to the effective date of their withdrawal.

11. Employees who decide to withdraw from the Contract, during the Sabbatical, should advise the proper officer of the Company at least ten (10) days prior to their return to work.

### **Maternity Leave**

12. In cases of pregnancy where employees decide to request a maternity leave during the term of the Contract under this agreement, employees will have the following options:

- postpone their Sabbatical leave until after their maternity leave, or
- postpone their Sabbatical leave to another year. (This postponement can not exceed a period of five years and nine months from the date of signature of the Contract), or
- abrogate their Contract under this agreement.

### **Long Term Disability**

13. Should employees become disabled during the term of a Contract under this agreement, the agreement may be modified to cover the change, In cases where the employees decide to postpone their Sabbatical leave to another year, such postponement will not exceed a period of five years and nine months from the date of the signature of the Contract.

### **Resignation**

14. Employees who decide to resign from the Company during the term of a Contract under this agreement, the Contract will terminate on the effective date of the resignation and all contributions will be reimbursed.

### **Dismissal or Death**

15. In cases of dismissal of employees or the death of employees during the term of a Contract, the terms and conditions of the Contract will cease on the date of the event and all contributions will be reimbursed.

16. In situations covered in items 10 to 15 inclusive, the Company will have thirty (30) days to reimburse all moneys (without interest) due to employees.

17. Except in cases covered by items 12, 13, 14 or 15, employees under Sabbatical leave will not be permitted to terminate their Sabbatical leave.

18. It is understood that the terms of the Sabbatical leave program will not form part of the Collective Agreement.

19. The provisions of this agreement will override any other provisions in Agreements 1.1, 1.2, 4.2 (Eastern Canada) and 4.16 to the contrary.

Yours Truly,

**(Sgd) R. J. Dixon**

Vice-President Labour Relations  
and Employment Legislation



**Addendum No. 119**

Toronto, Ontario, May 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU
R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
B. Henry	General Chairperson CCROU

Gentlemen

The following will replace Addendum No. 69 of Agreement 1.1 and Addendum No. 74 of Agreement 1.2 and will be added to Agreements 4.2, 4.3 and 4.16.

Yours Truly,

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

**Leave of Absence for Urgent Personal Affairs**

**Memorandum of Agreement – March 28, 2000**

The parties agree to reactive this program effective immediately as outlined below:

1. A maximum period of leave of three (3) months duration
2. Payment in the form of a repayable loan to the employee of the equivalent of 5 basic days at yard rates for each week of personal leave.
3. Re-payment of loan at 10% of gross earnings over a period of no longer than two (2) years.
4. A guarantee that such loan will be repaid in the event of the employee's death, dismissal or resignation. (An employee must sign an appropriate document outlining these terms).
5. A ceiling on the number employees on personal leave at any one time. (This will be determined by the Company) .
6. Applications for such personal leave to be made through the Canadian Director of the Brotherhood of Locomotive Engineers or the National Vice President United Transportation Union, Ottawa office.
7. Such personal leave to be subject to approval by the Vice-President, Labour relations and Employment Legislation.
8. Approval of such personal leave to be at the discretion of the Company.

It is understood that the personal leave program will be designed for the purpose of granting employees time off to manage urgent personal affairs, such as immediate family problems in exceptional circumstances, and will not apply to employee illness, injury, etc., nor will it apply when an employee has unused annual vacation entitlement. The personal leave program will not, therefore, replace existing benefits, programs or government programs.

I Concur:

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

**(Sgd) G. Halle**  
Canadian Director BLE

**(Sgd) W.G. Scarrow**  
CCROU Vice-Chairperso

**Signed May 13, 2001**

**Addendum No. 120**

Toronto, Ontario, May 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU
R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
B. Henry	General Chairperson CCROU

Gentlemen

During this round of negotiations the Parties discussed the operation of single unit trains and the CCROU's concern that such necessitated the operation of units with the long nose leading from time to time.

The Company recognized the CCROU's concern and will dispatch trains with the cab in the forward position. When locomotives are on line and required to operate with the cab in reverse, all efforts will be made to turn the locomotive enroute.

Yours truly

**(Sgd) K. L. Heller**  
Vice-President

**Addendum No. 121**

Toronto, Ontario, May 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU
R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
B. Henry	General Chairperson CCROU

Gentlemen:

During this round of negotiations the issue of payment for attending QSOC was discussed. The Parties agreed to adopt for Agreements 1.1, 1.2, 4.2, 4.3 and 4.16 the letter dated April 24, 2001 regarding QSOC in Eastern Canada (letter attached at end).

Yours truly

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

**Addendum No. 122**

Toronto, Ontario, May 13, 2001

R. Leclerc	General Chairman CCROU
R. Dyon	General Chairman CCROU
D. Shewchuk	General Chairman CCROU
R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU
B. Henry	General Chairperson CCROU

Gentlemen:

One of the Council's concerns during this round of negotiations was the utilization of management personnel when qualified CCROU employees are available for the service required to be performed at the time.

This will confirm the Company recognizes that the main function of management is to direct the work force and not engage in work currently or traditionally performed by employees in the bargaining unit when qualified CCROU employees are available. It is recognized management employees will accompany crews from time to time when required to perform refresher training.

Yours truly,

**(Sgd) K. L. Heller**  
Senior Vice-President

**Addendum No. 123**

Ottawa, Ontario, December 13, 2001

R. LeBel	General Chairperson CCROU
R. Long	General Chairperson CCROU
R. Beatty	General Chairperson CCROU

Gentlemen:

During the current round of negotiations the Council expressed concern with respect to repetitive violations of the Collective Agreements. Although the Company does not entirely agree with the Council's position, the Company is prepared to deal with this matter as follows.

When it is agreed between the Company and the General Chairperson of the Union that the reasonable intent of application of the Collective Agreement has been violated an agreed to remedy shall apply.

The precise agreed to remedy, when applicable, will be agreed upon between the Company and the General Chairperson on a case-by-case basis. Cases will be considered if and only if the negotiated Collective Agreements do not provide for an existing penalty.

In the event an agreement cannot be reached between the Company and the General Chairperson as to the reasonable intent of application of the Collective Agreement and/or the necessary remedy to be applied the matter may within 30 calendar days be referred to an Arbitrator as outlined in the applicable Collective Agreements.

NOTE: A remedy is a deterrent against Collective Agreement violations. The intent is that the Collective Agreement and the provisions as contained therein are reasonable and practicable and provide operating flexibility. An agreed to remedy is intended to ensure the continued correct application of the Collective Agreement.

Yours truly,

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

**Addendum No. 124**

February 12, 2005

Mr. Rex Beatty  
General Chairperson  
United Transportation Union  
421 Bay Street, Floor 2, Suite 207  
Sault Ste. Marie, Ontario P6A 1X3

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

Mr. Bryan Boechler  
General Chairperson  
United Transportation Union  
214 – 9622 42 Avenue NW  
Edmonton, Alberta T6E 5Y4

This letter will form an Addendum in the referenced Collective Agreement(s)

Gentlemen,

Re: Brown System of Discipline.

This will confirm discussions held during collective bargaining in 2004/2005 regarding the Company's approach to discipline.

To resolve the issue of discipline, for the life of the collective agreement(s) or until otherwise mutually agreed, the Company will utilize the Brown discipline system and standards in accordance with past practices and jurisprudence.

The Company and the Union agree that in the application of the Brown system of discipline, the Company may continue to issue discipline in the form of deferred suspensions (subject to Union appeal).

Grievances resulting from the issuance of deferred suspensions will be initiated at Step II of the Grievance procedure.

**(Sgd) Kim Madigan**  
Vice-President, Labour Relations  
North America

\*\* Renewed as per Memorandum of Agreement dated **November 29, 2019**

**Addendum No. 125**

February 12, 2005

Mr. John W. Armstrong  
Vice-President  
United Transportation Union  
71 Bank Street, Floor 7  
Ottawa, Ontario K1P 5N2

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

Mr. Rex Beatty  
General Chairperson  
United Transportation Union  
421 Bay Street, Floor 2, Suite 207  
Sault Ste. Marie, Ontario P6A 1X3

Mr. Bryan Boechler  
General Chairperson  
United Transportation Union  
214 – 9622 – 42 Avenue NW  
Edmonton, Alberta T6E 5Y4

Gentlemen:

During the recent round of Collective Bargaining, the Union raised the issue regarding lunch periods and breaks for yard service employees. You indicated that there have been problems where employees did not receive a sufficient enough time to have their lunch, and at times, employees were not permitted the opportunity to have a coffee break(s) when the operation permitted.

In view of this concern raised by the Union, this will confirm that employees will be provided the opportunity to have their lunch break in a designated facility as discussed among Messrs. Armstrong, Boechler, Harrison and Ms. Madigan. I also advised and committed that employees will be provided the opportunity for relief from the elements of weather and, subject to the requirements of service, they will be afforded the opportunity for breaks during their shift.

I further informed you, that we have made a commitment that this will happen and will ensure all officers of the Company are made aware of this commitment. If, in the future, you believe we are not living up to this assurance, then I ask you to bring such circumstance to the immediate attention of the Senior Vice President in charge of the region.

In addition to the above, and as mutually agreed between us, we will conduct a thorough and complete review of this matter commencing no later than 60 days following ratification / implementation of the Memorandum of Agreement. Further reviews will be undertaken every 90 days thereafter. These reviews will be conducted by myself, and the Senior Vice Presidents of the Company and the respective General Chairpersons and the Vice Presidents of the Union.

I trust this commitment and assurance will satisfactorily resolve the Union's concern.

Yours Truly,

**(sgd) E. Hunter Harrison**



**Addendum No. 126**

February 12, 2005

Mr. Rex Beatty  
General Chairperson  
United Transportation Union  
421 Bay Street, Floor 2, Suite 207  
Sault Ste. Marie, Ontario P6A 1X3

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

Gentlemen :

During the current round of negotiations the Union submitted a demand to reverse the decision of the Arbitrator (ref: Ad hoc Arbitration – Article 12 – Issued June 24, 2004) with respect to the decision regarding two terminals at one location (for example: Toronto North Terminal/Toronto South Terminal).

The parties agreed to restrict the award to only that portion that pertains to Road Switchers. Specifically, that Road Switchers are not restricted to terminal work jurisdiction at such locations. For clarification purposes and example, Toronto South Terminal Road Switcher(s) may operate on the jurisdictional territory of Toronto North Terminal and vice versa.

Yours truly,

We concur,

**(sgd) Keith Creel**  
senior Vice-President

**(sgd) Raymond Lebel**  
General Chairperson  
United Transportation Union

**(sgd) Rex A. Beatty**  
General Chairperson  
United Transportation Union

**Addendum No. 127 – Archived 2015**

## Addendum No. 128

### Application of Appendix E of the February 12, 2005 Agreement

October 29, 2007

Guy Ethier  
General Chairperson-UTU  
421 Bay Street Suite 207  
Sault Ste Marie, Ont., P6A 1X3

Daniel Joannette  
General Chairperson-UTU  
1026, rue Saint-Jean, bureau 200  
Québec (Québec) G1R 1R7

Gentlemen :

This is regarding our discussions in relation to Appendix E of the February 12, 2005 Memorandum of Agreement, which was revised on June 23, 2005. Our meeting in Montreal on November 1, 2006 concerning the application of the Appendix on December 31, 2006, and our ongoing discussions on this matter in relation to the application of the Appendix have raised certain questions. This letter reflects the Company's understanding of the application of the Appendix.

One of the items that we discussed was the integration of the changes and our mutual understanding on the application of the Appendix into one document, which is as per the following:

1. In the application of Article 55.7 and 91.11(a), protected employees with a seniority date on or prior to March 29, 1992 but subsequent to March 17, 1982 can only be forced (except as otherwise provided herein) within their respective seniority district (17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>) after December 31<sup>st</sup>, 2006.

Such identified employees shall have the right to exercise their seniority (except as otherwise provided herein) within their respective seniority district (17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>) after December 31<sup>st</sup>, 2006.

Protected employees with a seniority date on or prior to March 29, 1992 but subsequent to March 17, 1982 that have their home terminal in Montreal, either East (18<sup>th</sup>) or West (17<sup>th</sup>) can be additionally forced and exercise seniority to either Montreal West (17<sup>th</sup>) or East (18<sup>th</sup>).

2. Employees in the 17<sup>th</sup> seniority district with a seniority date subsequent to March 29th, 1992 up to and including May 31st, 2005 can only be forced (Article 55.7 and 91.11, excluding 91.11(a)) within the 17<sup>th</sup> seniority district after December 31<sup>st</sup>, 2006. Such employees can additionally be forced and exercise seniority to Montreal Terminal "East" (located in the 18<sup>th</sup> seniority district) after December 31, 2006.
3. Employees in the 18<sup>th</sup> seniority district with a seniority date subsequent to March 29th, 1992 up to and including May 31st, 2005 can only be forced (Article 55.7 and 91.11, excluding 91.11(a)) within the 18<sup>th</sup> seniority district after December 31<sup>st</sup>, 2006. Such employees can additionally be forced and exercise seniority to Montreal Terminal "West" (located in the 17<sup>th</sup> seniority district) after December 31, 2006.

NOTE: Montreal West (located in the 17<sup>th</sup> seniority district) and Montreal East (located in the 18<sup>th</sup> seniority district) remain as separate and distinct terminals, and as such continue to maintain separate spareboards, work jurisdictions and assignments, under the applicable terms and conditions contained in the 4.16 Agreement.

4. Employees in the 19<sup>th</sup> seniority district with a seniority date subsequent to March 29<sup>th</sup>, 1992 up to and including May 31<sup>st</sup>, 2005 can only be forced (Article 55.7 and 91.11, excluding 91.11(a)) within the 19<sup>th</sup> seniority district after December 31<sup>st</sup>, 2006
5. Employees hired subsequent to May 31<sup>st</sup>, 2005 (commenced training subsequent to May 31<sup>st</sup>, 2005) will only be allowed to exercise seniority in their respective hired seniority districts (17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>) Such employees can be forced to such locations (Article 55.7) as provided in items 2, 3, and 4 herein, respectively, in consideration of the seniority districts in which hired (17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>). Such employees, however, can be forced (Article 55.7) within the 20<sup>th</sup> seniority district up to and including December 31, 2006.
6. Employees identified in items 1, 2, 3, 4 and 5 herein who are unable to hold work on their respective seniority districts proper shall be allowed, at their discretion, to exercise their seniority within the 20<sup>th</sup> seniority district, subject to recall in accordance with the Collective Agreement. Such employees may, at their discretion, refuse recall and retain their relative standing consistent with the 20<sup>th</sup> Seniority List.

NOTE 1: It is understood and agreed that all employees shall establish and retain seniority standing on the 20<sup>th</sup> seniority district.

NOTE 2: Employees forced as per Article 55.7 and 91.11 will also be entitled to the provisions contained in paragraph 49.39 of Article 49 of Agreement 4.16.

NOTE 3: An employee's seniority district as referred to herein shall be considered the seniority district where hired.

NOTE 4: Employees who have exercised their seniority outside the respective seniority district (as identified herein) shall notify the Company no later than December 31<sup>st</sup>, 2006 of their intent to return to their respective seniority district.

Note 5: Employees forced out of their respective seniority district (as identified herein) or on a shortage bid outside of their respective seniority district (as identified herein) shall notify the Company not later than December 31, 2006 of their intent to return to their respective seniority district.

7. The 17th, 18th, and 19th districts are defined as follows :
  - 17th (as defined in Addendum 54 – Agreement 4.16)
  - 18th (as defined in Addendum 94 – Agreement 4.16)
  - 19th (as defined in Addendum 90 – Agreement 4.16)

During our discussions, it was agreed that the date of application of Appendix E would be delayed to January 31, 2007 and that the employees would still be required to advise the Company of their intention to exercise back to their original territory prior to December 31, 2006. The intention being that we would have a 30 day period to meet, review and address any issues that arose from the application of Appendix E, once the employees have indicated their intentions.

It is understood by both parties that in the application of this Appendix, there will be no loss of seniority for any employee.

The parties have agreed to review the issue of the application of seniority within the 20<sup>th</sup> Seniority District when an employee is displaced from a permanent position or when an employee's permanent position is abolished. The resolution of this issue will be covered in a separate letter between the parties.

Finally, the Company's position on employees currently not on their original seniority district who have been set up as locomotive engineer is that these employees will only be allowed to exercise back to their original seniority district when they are no longer able to hold work as locomotive engineer at their new location.

Questions and Answers in relation to the application of Appendix E are included as **Attachment 1** to this document.

If the above accurately reflects the contents of our discussions and your understanding of the application of Appendix E, kindly indicate your concurrence by signing in the space provided below:

**(Sgd) Daniel Joannette, UTU**

**(Sgd) Guy Ethier, UTU**

Best regards

**(Sgd) D. Gagné**  
Manager Labour Relations  
For: Mike A. Cory  
Vice-President, Operations

**APPENDIX "E"**  
**Attachment 1**

**QUESTIONS AND ANSWERS**

- 1 Q. What is the purpose of Appendix E?
- 1 A. To re-establish certain former seniority districts for the purpose of limiting the forcing provisions of the Collective Agreement to apply only to (within) such re-established former seniority districts. Further, to restrict the exercise of seniority for "cut-off" employees solely to (within) the re-established former seniority districts.
- 2 Q. In consideration of item 1 herein, can a laid-off or cut-off employee be forced outside of their respective re-established seniority district?
- 2 A. No.
- 3 Q. In consideration of item 1 herein, can a laid-off or cut-off employee exercise seniority outside of their respective re-established seniority district?
- 3 A. Cut-off employees cannot exercise their seniority outside of their respective seniority district as they stand for work at other locations within their seniority district. Laid-off employees can exercise their seniority, with recall rights, over the 20<sup>th</sup> seniority district as such employees do not stand for work within their seniority district (reference item 6 – Appendix E).
- 4 Q. Will the Company force an employee from Montreal 18<sup>th</sup> into Montreal 17<sup>th</sup> before forcing an employee from within the 17<sup>th</sup> district from another terminal (example Toronto)?
- 4 A. Yes. The same is applicable for the Montreal 18<sup>th</sup> forcing. The Company will force from Montreal 17<sup>th</sup> to Montreal 18<sup>th</sup> prior to forcing from Joffre 18<sup>th</sup> for example, in the application of Articles 91.11 and 55. If none are available, then the Company will force as per the collective agreement from other terminals.
- 5 Q. How does Appendix E affect the re-established 17<sup>th</sup> and 18<sup>th</sup> seniority district at Montreal?
- 5 A. The application of the Collective Agreement at and between Montreal West (17<sup>th</sup>) and Montreal East (18<sup>th</sup>) is not affected by the application of Appendix E. Simply put, what was in effect at and between these locations prior to December 31<sup>st</sup>, 2006 remains applicable and in effect subsequent to December 31<sup>st</sup>, 2007.
- 6 Q. Can a 17<sup>th</sup> seniority employee, working Montreal East (18<sup>th</sup> seniority district) be forced outside the 17<sup>th</sup>, seniority district if subsequently cut-off at Montreal East (18<sup>th</sup>)?
- 6 A. No.
- 7 Q. Can a 17<sup>th</sup> seniority employee, working Montreal East (18<sup>th</sup> seniority district) who is subsequently cut-off exercise seniority outside the 17<sup>th</sup> seniority district?
- 7 A. No.

- 8 Q. Can an 18<sup>th</sup>, seniority district employee, working Montreal West (17<sup>th</sup>, seniority district) be forced outside the 18<sup>th</sup> seniority district if subsequently cut-off at Montreal West (17<sup>th</sup>)?
- 8 A. No.
- 9 Q. Can a 18<sup>th</sup> seniority employee, working Montreal West (17<sup>th</sup> seniority district) who is subsequently cut-off exercise seniority outside the 18<sup>th</sup> seniority district?
- 9 A. No.
- 10 Q. With the initial application of Appendix E, will employees of the 17<sup>th</sup> seniority district, working at Montreal East (18<sup>th</sup>) be given an opportunity to return to their former home terminal in the 17<sup>th</sup> seniority district?
- 10 A. Yes, but it is understood that this is an exception to the application of Appendix E. To point, after the initial application of Appendix E the application of the Collective Agreement as identified in item 5 herein applies.
- 11 Q. With the initial application of Appendix E, will employees of the 18<sup>th</sup> seniority district, working at Montreal West (17<sup>th</sup>) be given an opportunity to return to their former home terminal in the 18<sup>th</sup> seniority district?
- 11 A. Yes, but it is understood that this is an exception to the application of Appendix E. To point, after the initial application of Appendix E the Collective Agreement as identified in item 5 herein applies.
- 12 Q. With the initial application of Appendix E how will employees that are currently working outside of their original seniority district be returned to their original seniority district?**
- 12 A. After being canvassed, those employees that have so indicated their intention in a letter to the Company will be immediately returned to their original seniority district. Employees may also request an extension up to the change of card at the end of April 2007.

**However, if they so desire, employees from Montreal West (17<sup>th</sup>) who are currently working on Montreal East (18<sup>th</sup>) may also select to remain in Montreal East (18<sup>th</sup>). These employees will then only be allowed to apply for positions on Montreal East (18<sup>th</sup>) at the change of card.**

**(Sgd) Daniel Joannette, UTU**

**(Sgd) Guy Ethier, UTU**

**(Sgd) D. Gagne**  
Manager Labour Relations  
For: Mike A. Cory  
Vice-President, Operations

**Addendum No. 129**

**LETTER OF UNDERSTANDING**

October 31, 2013

Jim Robbins  
General Chairman  
TCRC-CTY Central Region  
4 – 842 Upper Canada Drive  
Sarnia, Ontario  
N7W 1A4

**Re: 746 Bulletining**

Dear Mr. Robbins;

During this round of negotiations, the issue of bulletining and filling of positions was discussed in regards to collective agreement 4.16.

As you are aware, 746 bulletining already exists under collective agreement 4.3. The Company was seeking in negotiations to expand this method of bulletining and filling positions to the conductors covered under collective agreement 4.16. The parties have agreed to resolve the matter based on the following commitment:

The parties commit to meet during the closed period of the collective agreements to review 746 bulletining if the locomotive engineers working under collective agreement 1.1 accept 746 bulletining.

Yours truly,

Joe Torchia  
Director of Labour Relations



**Addendum No. 130**

**REST**

November 26, 2019

Mr. J. Lennie  
General Chairperson  
Teamsters Canada Rail conference-CTY

Mr. R. Donegan  
General Chairperson  
Teamsters Canada Rail conference-CTY

Mr. J. Hyde  
General Chairperson  
Teamsters Canada Rail Conference-BCR

Mr. A. Gatien  
General Chairperson  
Teamsters Canada Rail Conference-CTY

Gentlemen:

During negotiations we discussed the issues and concerns with respect to fatigue and the importance for employees to access their rest provisions within the collective agreement in a functional manner.

I understand those concerns and appreciate the need to address those concerns while ensuring that employee needs are balanced with safety and reasonable actions to minimize the impact upon operations and other employees. I will advise all company officers that we shall waive the work now grieve later principle if an employee seeks to book rest, where the employee is fatigued on the job and seeks to be relieved.

Employees will be relieved of duty in accordance with the provisions found in Article 122 of the former BCR Agreement, Article 35 of the 4.3 Agreement and Article 51 of the 4.16 Agreement. The company commits to making arrangements for having the employee relieved of duty in the most efficient, timeliest manner possible using forward planning.

**(Sgd) J.T. Torchia**  
for: Rob Reilly  
EVP & Chief Operating Officer

**Addendum No. 131**

**TFSA**

November 26, 2019

A Tax Free Savings Account mechanism will be offered to employees as a voluntary process.

**Addendum No. 132**

Supplemental Arbitration Process

November 26, 2019

- a) The Parties agree to establish an Arbitration process that conforms to the respective Grievance Procedure(s) and CROA&DR rules and procedures.
- b) This process will be in addition to the present CROA&DR.
- c) The Arbitrators will be chosen from the following list on a rotation basis and in the event that the Arbitrator first up in the rotation is not available on the dates required the next arbitrator will be contacted. Dates will be scheduled well in advance and will be used for other cases if settled or withdrawn (all principles subject to final wording)
  - 1. Kaplan
  - 2. Schmidt
  - 3. Stout
  - 4. Clarke
- d) The Parties agree to schedule at least 4 days of Arbitration per calendar quarter that do not interfere with the CROA&DR scheduling. The hearing days per calendar quarter will normally alternate between Western Canada and Eastern Canada, however the locations and days scheduled for the hearings may be modified by mutually agreement.
- e) The parties may substitute arbitrators by mutual agreement in order to keep the roster full. In the event the parties cannot agree, each party will name three arbitrators and one (or more in the event more are required) will be selected by lot.