

AGREEMENT 4.2
Between

CANADIAN NATIONAL RAILWAY COMPANY

And

TEAMSTERS CANADA RAIL CONFERENCE -
CONDUCTORS TRAIN Service Employees AND YARDHELPERS
(TCRC-CTY)

Governing

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

For the

CANADIAN LINES

Revised January 2021

(Version française disponible sur demande)

TABLE OF CONTENTS

	Art.	Para.	Page
Rates of Pay	1		1
Shift Differentials		1.2	1
Scope	2		1
Work Week - Hours of Service	3		2
Bulletining / Filling Positions.....	4		2
Relief Assignments.....	5		4
Exchange of Shifts	6		4
Overtime	7		5
Overtime -Days Off		7.8	5
Rest	8		6
Seniority.....	9		6
Seniority Status and Lists.....		9.8	7
Seniority Grouping and Classification of Yards.....	10		8
Training - General	11		9
Skills Assessment and Upgrade Training for current Traffic Coordinators..	12		10
Student Training	13		11
On the Job Training.....	14		12
Lunch Period	15		13
Payment for Examinations	16		13
Benefit, Dental and Extended Health Care Plans	17		15
Benefit Plan for Train and Engine Service Employees		17.1	15
Dental Plan.....		17.2	15
Extended Health Care Plan		17.3	15
Life Insurance Upon Retirement		17.4	15
Life Insurance - Accidental.....		17.5	15
Bereavement Leave		17.6	16
General Holidays.....	18		16
Annual Vacation	19		18
Transportation	20		21
Reduction in Staff	21		21
Material Changes in Working Conditions....	22		21
Relocation Expenses/Benefits		22.2	24
Early Retirement Allowance		22.3	25
Attending Court	23		26
Jury Duty	24		26
Leave of Absence and Protection of Seniority for Elective Union Positions	25		26
For Appointive Union Positions.....		25.2	26
For Other Reasons.....		25.3	26
Returning from Absence for any Reason.....		25.8	27
Filling of Assignments in Case of Work Stoppage	26		27
Use of Communication Systems	27		28
Use of Masculine Gender.....	28		28
Held for Investigation or Company Business	29		28
Discipline	30		29
Interpretation of Agreement	31		30
Grievance Procedure	32		30
Final Settlement of Disputes		32.2	31
General.....		32.4	31
Non-Allowance of Time Claims		32.10	32

	Art.	Para.	Page
Certificate of Service	33		33
Spare boards.....	34		32
Printing of Collective Agreements	35		32
General.....	36		33
Workplace Environment	37		33
Employment Equity	38		33
Personal Leave Day	39		33
Modified Duties.....	40		34
Time Off.....	41		34
Labour Management Committee.....	42		35
 Duration of Agreement.....	 36		
Appendix A - Appraisal Procedure.....	37		

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

		PAGE
1	Memorandum of Agreement dated April 1975 Re: Union Dues.....	43
2	Company Letter dated April 27, 1978 Re: Runaround Rule.....	46
3	Scheduling Pilot Committees	47
4	Company Letter dated August 27, 1982 Re: Payment for Local Chairmen who attend Company initiated meetings.....	49
5	Company Letter dated August 27, 1982 Re: Employees occupying an "excepted" position as Company officers.	50
6	Memorandum of Agreement dated June 17, 1985 Re: application of paragraphs 3.1 and 24.11 of Agreement 4.2 at Toronto Terminal.....	51
7	Company Letter dated January 8, 1986 Re: T-4 slips	52
8	Company letter dated January 8, 1986 Re: Leave of absence for Union purposes not to affect vacation entitlement.....	53
9	Company letter dated January 8, 1986 Re: Seniority status when employee accepts managerial position within the Company or outside the bargaining unit	54
10	Montreal Spare Board Agreement.	55
10A	Greater Toronto Area Spare Board Agreement	58
10B	Greater Edmonton Terminal Spare Board Agreement.....	61
10C	Greater Vancouver Terminal Spare Board Agreement.....	64
11	Tier system of pay	67
12	Company letter dated June 2, 1992 Re: Railway Employee Qualifications Standards Regulations.....	69
13	Memorandum of Agreement dated July 19, 1992 Re: Consolidation of certain Seniority Lists	70
14	Company Letter dated July 19, 1992 Re: Amalgamation of the 18 th and 19 th Consolidation Seniority Districts.....	72

ADDENDUM	PAGE
15 INTENTIONALLY LEFT BLANK	73
16 Company Letter dated February 13, 1998 Re: Pass Transportation Benefits	74
17 Company letter dated October 10, 1996 Re: establishment of Spare boards at certain locations.....	75
18 Company letter dated November 28, 1996 Re: Filling vacancies of less than 5 days and/or on a day to day basis.....	76
19 Company letter dated December 13, 2001 Re: Remedy	77
20 Company letter dated May 13, 2001 Re: Sabbatical Leave	78
21 Memorandum of Agreement dated March 28, 2000 Re: Leave of Absence for Urgent Personal Affairs	81
22 Company letter dated May 13, 2001 Re: Leave of Absence for Significant Personal Events.....	82
23 Company letter dated February 12, 2005 Re: Brown System of Discipline	83
24 Company Letter dated May 13, 2001 Re: Work jurisdiction	84
25 Company letter dated May 13, 2001 Re: Management Performing Bargaining Unit Work.....	83
26 Company letter dated November 26, 2019 Traffic Controllers Personal Rest	84

ALPHABETICAL INDEX

	Art.	Para.	Page
A			
Annual Vacation	19		18
Attending Court	23		26
B			
Benefit, Dental and Extended Health Care Plans	17		15
Life Insurance and Sickness Benefits		17.1	15
Dental Plan.....		17.2	15
Extended Health Care Plan		17.3	15
Life Insurance Upon Retirement		17.4	15
Life Insurance – Accidental		17.5	15
Bereavement Leave		17.6	16
Bulletining / Filling Positions.....	4		2
C			
Certificate of Service	33		33
D			
Discipline	30		29
E			
Employment Equity	38		33
Exchange of Shifts	6		4
G			
General Holidays.....	18		16
General.....	36		33
Grievance Procedure	32		30
Final Settlement of Disputes		32.2	31
General.....		32.4	31
Non-Allowance of Time Claims.....		32.10	32
H			
Held for Investigation or Company Business	29		28
I			
Interpretation of Agreement	31		30
J			
Jury Duty	24		26

	Art.	Para.	Page
L			
Labour Management Committee.....	42		35
Leave of Absence and Protection of Seniority for Elective Union Positions	25		26
For Appointive Union Positions.....		25.2	26
For Other Reasons.....		25.3	26
Returning from Absence for any Reason.....		25.8	27
Lunch Period	15		13
M			
Filling of Assignments in Case of Work Stoppage	26		27
Material Changes in Working Conditions	22		21
Relocation Expenses / Benefits		22.2	24
Early Retirement Allowance		22.3	25
Modified Duties.....	40		34
O			
On the Job Training.....	14		12
Overtime	7		5
Overtime –Days Off.....		7.8	5
P			
Payment for Examinations	16		13
Personal Leave Day	39		33
Printing of Collective Agreements	35		33
R			
Rates of Pay	1		1
Shift Differentials		1.2	1
Reduction in Staff	21		21
Relief Assignments.....	5		4
Rest	8		6
S			
Scope	2		1
Seniority Grouping and Classification of Yards.....	10		8
Seniority.....	9		6
Seniority Status and Lists.....		9.8	7
Skills Assessment and Upgrade Training for current Traffic Coordinators	12		10
Spare boards.....	34		32
Student Training	13		11
T			
Time Off.....	41		34
Training – General.....	11		9
Transportation	20		21

	Art.	Para.	Page
<i>U</i>			
Use of Communication Systems	27		28
Use of Masculine Gender.....	28		28
<i>W</i>			
Work Week – Hours of Service	3		2
Workplace Environment	37		33

ARTICLE 1
Rates of Pay

1.1

	EFFECTIVE		
	23 July 2019	23 July 2020	23 July 2021
Yard Coordinators – Tier 1			
Daily Rate	\$449.30	\$460.53	\$474.35
Hourly Pro-Rata	\$56.16	\$57.56	\$59.29
Hourly Punitive	\$84.24	\$86.35	\$88.94
Yard Coordinators – Tier 2			
Daily Rate	\$411.42	\$421.71	\$434.36
Hourly Pro-Rata	\$51.42	\$52.71	\$54.29
Hourly Punitive	\$77.14	\$79.07	\$81.44
Yard Coordinators – Tier 3			
Daily Rate	\$380.19	\$389.70	\$401.39
Hourly Pro-Rata	\$47.52	\$48.71	\$50.17
Hourly Punitive	\$71.29	\$73.07	\$75.26
Assistant Yard Coordinators			
Daily Rate	\$339.03	\$347.50	\$357.93
Hourly Pro-Rata	\$42.38	\$43.44	\$44.75
Hourly Punitive	\$63.57	\$65.16	\$67.11

Refer to Addendum 11

Shift Differentials

1.2 Traffic Coordinators and Assistant Traffic Coordinators who commence a shift between the hours of 1400 and 2159 shall receive a shift differential of 75 cents per hour and between the hours of 2200 and 0559 shall receive a shift differential of 1.00 dollar per hour. Overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for paid absence from duty, such as vacation, general holiday, etc.

ARTICLE 2
Scope

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

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

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

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

ARTICLE 3
Work Week – Hours of Service

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

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

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

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

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

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

3.6 The term "work week" for regularly assigned Traffic Coordinators shall consist of 5 consecutive 8 hour days. The work week shall commence at the starting time of the employee's first regular assigned shift.

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

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

Broken Time

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

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

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

ARTICLE 4
Bulletining / Filling Positions

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

4.2 Employees who qualify under the provisions outlined in Articles 12 (Upgrade) or Article 13 (Student), herein, seniority being sufficient, will be required to work a position as Traffic Coordinator at the location where they maintain Traffic Coordinator seniority for up to two hundred and fifty (250) shifts, prior to establishing eligibility under Article 4.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The employee first up, at straight time, on the Traffic Coordinators Spareboard where established, if none; (See Addendums 10, 10A, 10B and 10C.)
- (2) The employee first up, at punitive rates, on the Traffic Coordinators Spareboard where established, if none; (See Addendums 10, 10A, 10B and 10C)
- (3) The senior qualified unassigned Traffic Coordinator available at straight time rates in yard service, which includes a Yard/ Joint Spareboard, if none;
- (4) The senior regularly assigned Traffic Coordinator available at punitive rates, if none;
- (5) The senior unassigned Traffic Coordinator governed by Agreement 4.3 or 4.16 assigned to yard service, which includes a Yard/ Joint Spareboard, as the case may be, at punitive rates, if none;
- (6) The senior employee qualified as a Traffic Coordinator occupying a position on a road service spareboard, if none;
- (7) The senior employee qualified as a Traffic Coordinator, working in road service, when it can be determined that the Traffic Coordinator position filled will not interfere with the employee's normal assignment.

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

ARTICLE 5 Relief Assignments

5.1 When service is required by the Company on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by unassigned Traffic Coordinators when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in Articles 3 and 4, have five consecutive days of work. They may on different days, however, have different starting times, providing such starting times are those of the Traffic Coordinator or Traffic Coordinators relieved, and have different points for going on and off duty within the same seniority district which shall be the same as those of the Traffic Coordinator(s) they are relieving.

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

ARTICLE 6 Exchange of Shifts

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

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

ARTICLE 7

Overtime

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

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

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

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

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

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

7.7 Regularly Assigned Traffic Coordinators subject to a call for overtime will be called when such call will not interfere with the filling of their regular assignment.

Overtime – Days Off

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

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

NOTE: Employees assigned to regular shifts who:

are compensated a day's pay in lieu of regular wages for attendance at Company initiated meetings during working hours; or

are not required to work on a general holiday falling on one of his regular assigned working days but qualify for general holiday pay; or

work the general holiday and are paid time and one-half for such work will count such day's pay as a day worked in the computation of the 5 straight time shifts in yard service.

7.10 In Yard service, employees who work more than 5 straight-time shifts in any classification in a work week shall be paid one and one-half times the straight-time rate for such shifts. The term "work week" for regularly assigned employees shall mean a week beginning at the starting time on the first day on which the assignment is bulletined to work and for spare employees, shall mean a period of 7 consecutive days starting at 0001 on Monday.

ARTICLE 8 **Rest**

8.1 Provided two hours notice is given, Traffic Coordinators may have rest after eleven hours on duty.

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

8.3 Unassigned Traffic Coordinators may book rest, pursuant to the provisions of paragraph 8.4, upon completion of a tour of duty.

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

8.5 Regularly assigned Traffic Coordinators will be allowed to book between 3 and 12 hours rest upon completion of their regular tour of duty, providing the rest booked will not interfere with them filling their assignment. However, regular assigned Traffic Coordinators working with less than 8 hours off between shifts, may book between 3 and 12 hours rest.

8.6 Regularly Assigned Traffic Coordinators, who as a result of booking rest upon completed of a tour of duty miss their next assignment, will not be entitled to wages for such missed assignment and any guarantee/incipency will be reduced accordingly on a prorated basis.

ARTICLE 9 **Seniority**

9.1

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

9.2

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

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

(b) In the application of Article 9.2 (ii) herein, where more than one employee is to receive the same seniority date when they have prior continuous service with the Company, they will be placed on the Traffic Coordinator seniority list in the order of their service date with the Company

(C) In the application of Article 9.2 (iii) herein, employees who do not have prior continuous service with the Company, will be placed on the Traffic Coordinator seniority list in the order of their application for employment.

(d) If, due to a bona fide illness or injury, a candidate referred to in Article 9.2 (a)(i) above, is unable to attend the course for which selected, that candidate will, after qualifying as a Traffic Coordinator, be awarded a seniority date in the group for which they were initially selected.

9.3

(a) The name of an employee who has established seniority as Traffic Coordinator and who is working as locomotive engineer or on authorized leave of absence, will retain and continue to accumulate seniority rights while so employed.

(b) Employees outlined in Article 9.3(a) above who had Traffic Coordinator seniority on or prior to May 5, 1995, will be required within 72 hours of such return to declare their intent in writing to maintain their seniority. Such declaration will be in writing to the CMC, with a copy provided to the Local Chairperson. Upon receipt of the letter of intent, the employee's name will be added to such list in accordance with their Traffic Coordinator seniority. Employee's who fail to do so, will permanently forfeit their Traffic Coordinator seniority and their name will be deleted from the list.

(c) In the application of this Article 9.10, employees returning from excepted positions who do not possess seniority as Traffic Coordinators, cannot exercise their seniority to any bulletins which advertised Student Training opportunities during the period of their excepted service

(d) In the application of Article 9.3(b) above, employees exercising Traffic Coordinator seniority will be provided an opportunity in seniority order for the first available Training Course, subject to the conditions outlined in Article 12, herein. Upon successful completion of the training course, employees electing to exercise seniority will be required to protect as provided for in Article 4.

9.4 A list of qualified Traffic Coordinators will be posted with copy to the Local Chairperson.

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

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

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

Seniority Status and Lists

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

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

9.10 All Company officers currently on the seniority roster and holding management positions on December 31, 2006 will be permanently removed from the TCRC seniority list(s).

- (a)** Any TCRC member who accepts a management position after the date of ratification will continue to accumulate seniority for up to one calendar year. Upon completion of one calendar year such employee will be permanently removed from the TCRC seniority list(s).
- (b)** In the application of sub-paragraph a) herein, any Company Officer who returns to the ranks and subsequently accepts a management position will be immediately and permanently removed from the TCRC seniority list(s).

NOTE: Any individual occupying an accommodated position in management may, at the Union's discretion, apply to have his/her seniority protected. The decision will be at the Union's discretion, and is not subject to appeal.

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

ARTICLE 10

Seniority Grouping

Seniority Grouping

10.1 The seniority grouping shall be as follows:

- No. 2 Halifax,
- No. 3 Moncton, N.B., Saint John, N.B.;
- No. 6 Quebec Terminal
- No. 8 Montreal Terminal;
- No. 11 Belleville, Ont
- No. 12 Toronto Terminal, Oakville, Ont., Oshawa, Ont.;
- No. 13 London, Ont., Sarnia, Ont.;
- No. 14 Windsor, Ont., Niagara Falls, Ont.
- No. 16 Capreol, Ont., Hornepayne, Ont
- No. 17 Thunder Bay, Ont.;
- No. 18 Winnipeg Terminal;
- No. 19 All other yards on the former Manitoba District;*
- No. 20 Saskatoon Terminal;
- No. 21 Regina Terminal;
- No. 22 All other yards on the former Saskatchewan District;*
- No. 23 Edmonton Terminal;
- No. 24 All other yards on the former Alberta District;*
- No. 25 Vancouver Terminal;

No. 26 All other yards on the former British Columbia District.*

* refers to former administrative territories.

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

ARTICLE 11 Training - General

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

11.2

(a) Training consists of the following:

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

(b) Student Training: For employees not-qualified as Traffic Coordinators and new hires identified in Article 13.1.

(c) On the job training Other training not specified herein.

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

(c) Should no applications be received for Traffic Coordinator's training the junior employee with a minimum of 2 years service from the date of the bulletin being issued, will be forced to qualify as a Traffic Coordinator.

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

(a) Employees currently working a permanent or relief Traffic Coordinator position will be paid the actual earnings lost of the position occupied.

(b) Employees governed by an agreement signatory by the TCRC will be paid the following rate (on the following basis) per 40 hour week during the period of time assigned to the training course.

EFFECTIVE		
July 23, 2019	23 July 2020	23 July 2021
\$1,570.00	\$1,609.25	\$1,657.53

(c) Candidates not governed by an agreement signatory by the TCRC or new employees will be paid the following rates (on the following basis) per 40 hour week during the period of time assigned to the training course.

EFFECTIVE		
July 23, 2019	23 July 2020	23 July 2021
\$800.00	\$800.00	\$800.00

Note: In the application of sub-paragraph 11.3 (c) herein, the rates of pay and conditions outlined in this

Article shall also apply to employees who transfer from other bargaining units, except that if the employee is governed by another collective agreement which has rates of pay for training which exceed those governed by this article, then those rates will apply.

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

ARTICLE 12
Skills Assessment and Upgrade Training for
Current Traffic Coordinators

12.1

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

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

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

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

12.3

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

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

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

ARTICLE 13 Student Training

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

- (a)** Current employees governed by an Agreement signatory to the TCRC that do not possess Traffic Coordinator seniority,
- (b)** New hire.

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

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

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

13.5

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

(d) Upon completion of the Student Training, Trainees will be required to participate in performance measurement interviews to ensure the pre-defined performance measurements have been achieved.

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

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

ARTICLE 14 On the Job Training

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

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

14.3 Traffic Coordinators performing training will be paid the following rates in addition to their daily basic rate for each day they perform training.

EFFECTIVE		
July 23, 2019	23 July 2020	23 July 2021
\$46.98	\$48.15	\$49.59

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

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

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

ARTICLE 15 Lunch Period

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

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

ARTICLE 16 Payment for Examinations

Periodic Medical Examinations

16.1

- (a)** An employee required to take a periodic medical examination during his off-duty hours shall be allowed payment of 6 hours' pay on the basis of one-eighth of the daily rate applicable to the service last performed.
- (b)** An employee required to undergo a periodic medical examination on proper authority from the Company during on-duty hours will be paid the rate of pay of the position occupied at the material time.
- (c)** Employees will be required to advise their respective Crew Management Center sixty (60) days in advance of the date of their scheduled periodic medical. An employee will not be required to change their periodic medical and if it results in the employee having to lose time in order to undergo the examination, such employee will be paid pursuant to Article 16. If an employee voluntarily exercises his seniority within the sixty days, and misses work due to the medical appointment, payment will be made pursuant to Article 16.1(a)

Periodic Rules Examinations

16.2

- (a)** The location at which training courses are to be conducted will be determined by the Company. The General Chairperson 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 16.2(d) above, will be paid the following allowance for meal on each day of the training program:
 - (1)** where the provided accommodation includes cooking facilities - \$18.00 per day; or
 - (2)** where the provided accommodation does not include cooking facilities - \$28.00 per day.

16.3 Employees attending a training program will be compensated 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	23 July 2020	23 July 2021
Yard Coordinators	\$355.36	\$364.24	\$375.17
Assistant Yard Coordinators	\$339.03	\$347.50	\$357.93

16.4

- (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 as per paragraph 16.3 for each tour of duty lost.
- (b) Employees will not be removed from the working list on the day or days preceding attendance at a training course where, under normal operating conditions, they will be in and off duty at their home terminal by 2359 of the day preceding attendance at the training course.

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

- (c) Regularly assigned employees, whose assignments go out prior to their release from the training course and who, as a result, miss the return trip out of the away from home terminal to the home terminal, will be paid as per paragraph 16.3 for the return tour of duty lost.
- (d) Employees will have their names restored to the work list as of completion of training on the last day of the training course. However, employees may elect not to accept calls for shifts or tours of duty commencing prior to, but no later than 0600 of the day following the training course by advising the Crew Management Centre of the time at which they will be available. Employees who wish to exercise this option will so advise the Crew Management Centre at the completion of the training course.

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

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

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

16.6

- (a) Employees attending a training course who fail to qualify in accordance with the Regulations for their occupational category will not work until they become so qualified.
- (b) To the extent that an instructor/examiner is available, instruction and/or re-examination, as desired by

the employee, may be arranged outside the hours of the normal training course at no additional cost to the Company. Alternatively, and again dependent on the availability of a qualified instructor/examiner, the employee may arrange to qualify in whatever subject areas required at the home terminal or other location at no cost to the Company.

(c) The provisions of paragraphs 16.2 to 16.6 included will not again apply to employees taking subsequent training or instruction as a result of failure to qualify on their first attempt. Any further training instruction or re-examination will be at the employee's own expense.

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

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

ARTICLE 17 Benefit, Dental and Extended Health Care Plans

Benefit Plan for Train and Engine Service Employees

17.1 See Benefit Plan section at the back of this Agreement.

Dental Plan

17.2 See Benefit Plan section at the back of this Agreement.

Extended Health Care Plan

17.3 See Benefit Plan section at the back of this Agreement.

Life Insurance Upon Retirement

17.4 See Benefit Plan section at the back of this Agreement.

Life Insurance – Accidental

17.5

(a) Should an eligible unionized employee decease as a result of accidental means while working on the job, a lump sum amount of \$100,000 will be given to the surviving spouse (or the estate of the employee if there is no spouse) to relieve some of the financial burdens that accompany such tragedy. This program is also designed to provide some compensation to a worker who might be seriously injured on the job. This coverage would be provided in addition to the currently negotiated Accidental Death and Life Insurance benefits but would be subject to the exclusions (suicide, aircraft as crew member or pilot, war, armed forces, etc.) normally attached to such coverage.

(b) An eligible unionized employee is defined as any full time employee of CN who has been assigned a personal identification number (PIN)

Bereavement Leave

17.6 An employee who has not less than 3 months of cumulative compensated service shall:

- (a)** due to the death of the employee's grandparent, grandchild, step-parent, mother-in-law, father-in-law, brother, sister, step-brother or step-sister, be entitled to three consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such three calendar days.
- (b)** due to the death of the employee's spouse, child, step-child or parent be entitled to five consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such five calendar days.

17.7 Employees who are on vacation and qualify for bereavement leave will have their vacation suspended for the required number of days and will commence vacation again once the bereavement period has expired.

17.8 When bereavement occurs during an employee's vacation the employee will take their bereavement leave entitlement and be compensated for the applicable days in accordance with their vacation rate.

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

ARTICLE 18 **General Holidays**

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

Québec	Others	
New Year's Day	X	X
January 2nd	X	X
Good Friday	X	X
Victoria Day	X	X
National Day	X	
Canada Day	X	X
First Monday in August	X	X
Labour Day	X	X
Thanksgiving Day	X	X
Remembrance Day		X
Christmas Day	X	X
Boxing Day	X	X

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

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

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

OR

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

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

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

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

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

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

(d) In the application of sub-paragraph (b) of this paragraph 18.2, a regularly assigned employee who has been cancelled on an assigned working day will count such day(s) as qualifying day(s) in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

(e) In the application of sub-paragraph (b) of this paragraph, an employee who is absent from a shift(s) or tour(s) of duty because of being granted leave for Union business to attend a Company initiated meeting, will include such days absent in the calculation of the required number of shifts or tours of duty during the 30 calendar days immediately preceding the general holiday.

(f) An accredited union representative who is attending the investigation of an employee under Article 30 on any of the holidays specified in Article 18.1 will be shown as available for the general holiday. If the Company subsequently cancels the investigation, the accredited union representative will still be shown as available for the general holiday, so long as he is available to go to work.

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

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

18.5 An employee qualified under paragraph 18.2 hereof and who is not required to work on a general

holiday shall be paid a day's pay at the rate of the Traffic Coordinator's or Assistant Traffic Coordinator's position he would have filled had he worked on the holiday.

18.6 An employee qualified under paragraph 18.2 hereof and who is required to work on a general holiday shall be paid, in addition to the pay provided in paragraph 18.5 hereof at a rate equal to one and one-half times the pro-rata of pay for the actual time worked by him on that holiday with a minimum of 5 hours and 20 minutes for which 5 hours' and 20 minutes' service may be required. When more than one shift or tour of duty is worked by an employee on a general holiday, the provisions of this paragraph 18.6 shall apply only to the first eight hours worked.

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

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

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

18.10 Employees on Company business will have their general holiday pay based on their last working tour of duty.

ARTICLE 19 **Annual Vacation**

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

19.2 Subject to the provisions of paragraph 19.3 hereof, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and who has rendered compensated service in 30 calendar months calculated from the date of entering service, shall have his vacation scheduled on the basis of one calendar day's vacation for each 17 days worked and/or available for service, or major portion of such days, during the preceding calendar year, with a maximum of three weeks. Compensation for such vacation will be 6% of the gross wages of the employee during the preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 19.4 hereof.

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

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

preceding calendar year. This basis applies during subsequent years until qualifying for further vacation under paragraph 19.6 hereof.

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

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

19.7 An employee covered by paragraph 19.6 hereof will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he has rendered compensated service in 200 calendar months; otherwise his vacation entitlement will be calculated as set out in paragraph 19.4 hereof. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee's employment relationship with the Company is terminated for any reason prior to his next vacation, the adjustment will be made at time of leaving.

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

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

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

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

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

19.12 Subject to the provisions of paragraphs 19.3, 19.5, 19.7, and 19.9 an employee who is retired, leaves the service of his own accord, is dismissed for cause, or whose services are dispensed with, shall be paid

an amount appropriate to his service entitlement calculated as provided for in paragraphs 19.1 to 19.9 inclusive, for any vacation due him up to the time of termination of his service.

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

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

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

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

19.17 Time off because of layoff, bona fide illness, injury, or attendance to organization business (except on full-time basis), shall be included for qualification purposes in paragraphs 19.1 to 19.9 inclusive.

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

- (a)** Time off due to layoff, bona fide injury or illness, maternity or paternity leave, or attendance to organization business shall be credited with such time as days worked and/or available for service during the preceding year when calculating vacation allotment.
- (b)** When employees bid for Annual Vacation they shall choose between the vacation allotment reflective of their time worked/compensated in the previous calendar year or their vacation entitlement, without reduction.

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

19.19 Insofar as practicable, preference shall be given in order of seniority of the applicants where applications for vacation have been filed on or before January 15th of each year; such preference shall not be granted where applications have been filed after January 15th. Employees must take their vacation at the time allotted and those who do not apply for it prior to January 15th shall be required to take their vacation at a time prescribed by the Company. A local Chairperson's and non full-time general committee executive's vacation will be scheduled outside of the normal scheduling that applies to other employees at the terminal, provided they have properly applied in accordance with terms of this article.

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

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

19.22 An employee who is entitled to vacation shall take same at the time scheduled. However, if the Company reschedules an employee's scheduled vacation dates other than on request of the employee; by

mutual agreement with the employee; or where the vacation is rescheduled under paragraphs 19.20 and 19.21 above, he shall be given at least 3 weeks' advance notice of such rescheduling and will be entitled to the following penalty payment:

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

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

19.23 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

ARTICLE 20 **Transportation**

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

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

ARTICLE 21 **Reduction in Staff**

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

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

ARTICLE 22 **Material Changes in Working Conditions**

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

- (a) The Company will negotiate with the Union measures other than the benefits covered by paragraphs 22.2 and 22.3 of this article to minimize such adverse effects of the material change on employees

who are affected thereby. Such measures shall not include changes in rates of pay. Relaxation in Agreement provisions considered necessary for the implementation of a material change is also subject to negotiation.

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

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

The foregoing list is not intended to imply that any particular item will necessarily form part of any agreement negotiated in respect of a material change in working conditions.

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

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

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

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

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

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

(e) Time limits specified in sub-paragraphs (c) and (d) above may be extended by mutual agreement, or upon request of the Arbitrator, in respect of time limits specified for the hearing and the rendering of

the decision.

- (f) The decision of the Arbitrator shall be confined to the issue or issues placed before him which shall be limited to measures for minimizing the adverse effects of the material change upon employees who are affected thereby, and to the relaxation in Agreement provisions considered necessary for the implementation of the material change, and shall be final and binding upon the parties concerned.
- (g) The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.
- (h) The appointment of the Arbitrator referred to in sub-paragraph (d) above may be revoked at any time by either party upon 60 days written notice to the other and replaced by mutual agreement between the parties.
- (i) In the event either party serves notice as provided in subparagraph (h) above, or the permanent arbitrator serves notice on the parties of his intention to terminate his appointment, and there are disputes requiring final determination during a period in which there is no permanent arbitrator, the parties will, within 27 days of cessation of negotiations at the regional level, agree upon an arbitrator to hear such dispute. If the parties cannot agree on the selection of an arbitrator, either party may immediately request the Minister of Labour to appoint an arbitrator to hear such dispute. Such ad hoc arbitrator will, in respect of hearing the dispute and rendering a decision, be governed by the time limits specified in sub-paragraph (d), and by the provision of subparagraph (f) above.
- (j) Notwithstanding the provisions of this paragraph 22.1, changes involving the relocation of employees shall not be made earlier than 15 days following the decision of the Arbitrator.
- (k) This article does not apply in respect of changes brought about by the normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, traditional reassignment of work or other normal changes inherent in the nature of the work in which employees are engaged.
- (l) A dispute concerning the applicability of this article to a change in working conditions will be processed as a grievance by the General Chairperson direct to the Regional Vice-President, and must be presented within 60 days from the date of the cause of the grievance.

Relocation Expenses

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

(a) Eligibility

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

(b) An employee:

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

Relocation Benefits

- (c)** Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
- (d)** An allowance of up to \$ 730.00 for incidental expenses actually incurred as a result of relocation.
- (e)** Reasonable transportation expenses from his former location to his new location, by rail or, if authorized, by bus or employee-owned automobile, and up to \$185.00 for an employee without dependents, and an additional amount of \$80.00 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation. In the application of this sub-paragraph, a spouse will be considered as a dependent.
- (f)** Upon authorization, an employee may drive his automobile to his new location at an allowance of 30 cents per kilometer.
- (g)** In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave will be a basic day's pay for each such day, up to a maximum of 5 days, at the rate applicable to the service last performed.
- (h)** Reimbursement for loss sustained on the sale of a relocating employee's private home which he occupied as a year-round residence, provided that the Company is given the right in priority to everyone to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "A" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.

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

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

- (i)** Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,750.00. Receipts shall be required.
- (j)** If an employee who is eligible for moving expenses does not wish to move his or her household to his new location, such employee may opt for a monthly allowance of \$185.00 which will be payable, so long as he or she remains at the new location, for a maximum of 12 months from the date of transfer to the new location. An employee claiming under this sub-paragraph (j) may elect within such 12-month period to move his or her household effects, in which case the amount paid out under this sub-paragraph (j) shall not be deducted from the relocation expenses allowable.

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

Early Retirement Allowance

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

(a) An allowance of \$60.00 per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the date at which he would have been eligible for the pension without a cutback. The maximum period for which the employee will be eligible for the allowance is 5 years;

OR

(b) A lump sum payment calculated as follows:

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

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

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

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

Canada Labour Code

22.5 This article is intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I of the Canada Labour Code do not apply. The provisions of this article are intended, as well, to minimize the impact of termination of employment on the employees represented herein and Sections 214 to 226 inclusive of Part III of the Canada Labour Code do not apply.

ARTICLE 23
Attending Court

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

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

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

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

ARTICLE 24
Jury Duty

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

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

ARTICLE 25
Leave of Absence and Protection of Seniority
for Elective Union Positions

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

For Appointive Union Positions

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

For Other Reasons

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

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

25.5 All applications for leave of absence must be in writing and must state the reason for such leave and the period for which leave is requested, and must be made to the appropriate officer of the Company in sufficient time to permit relief arrangements being made. Authorization for leave of absence must be obtained in writing.

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

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

Returning from Absence for Any Reason

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

NOTE: The provisions of this paragraph will not apply to Traffic Coordinators returning to duty from annual vacation.

ARTICLE 26

Filling of Assignments in Case of Work Stoppage

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

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

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

- (a)** If an assignment is cancelled the incumbent will stay on such assignment, in which event, the period of cancellation will not exceed two consecutive calendar days.
- (b)** Assignments which are abolished will not be re-established until operations return to normal. In the interval, work which would have been performed by the abolished assignments will be filled on a first-in, first-out basis by the Traffic Coordinators whose positions have been abolished.
- (c)** When normal operations are resumed, an employee will return to the assignment, including temporary vacancy, which he held at the time of the abolishment.

26.4

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

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

ARTICLE 27 Use of Communication Systems

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

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

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

27.4 Subject always to the proper application of the Canadian Rail Operating Rules and Special Instructions relating thereto Traffic Coordinators will not be held responsible for accidents caused by failure of radio equipment to properly function.

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

ARTICLE 28 Use of Masculine Gender

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

ARTICLE 29 Held for Investigation or Company Business

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

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

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

can be clearly determined. Employees who lose their turn will take their standing on the board as from the time they are released. When held under these provisions, employees may, as locally arranged, hold their turn on the working board. Employees will be afforded the opportunity to book up to eight (8) hours rest upon completion.

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

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

ARTICLE 30 **Discipline**

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

Employees may, however, be held off for investigation not exceeding three days, and will be notified in writing and at least 48 hours in advance of the charges against them. Employees may select an accredited representative to appear with them at the investigation, and the employee and such accredited representative will have the right to hear all of the evidence submitted, and will be given an opportunity through the presiding officer to ask questions of witnesses whose evidence may have a bearing on the employee's responsibility. Questions and answers will be recorded. At an investigation, the investigating company officer or the employees shall have the right to record, at their own expense, the investigation proceedings. This provision will not be used to delay or postpone the investigation proceedings. The employee will be furnished with a transcript or a copy of the recording of his or her statement taken at the investigation.

Employee under Company Investigation and/or his/her accredited representative shall have the right to attend any Company Investigation, which may have a bearing on the employee's responsibilities. The employee and/or their accredited representative shall have a right to ask any questions of any witness/employee during such investigation relating to the employee's responsibilities.

At the outset of the investigation, the employee will be provided with all evidence the Company will be relying upon, which may result in the issuing of discipline. The Company will provide sufficient time for the employee and his representative to review the evidence.

When the Local Chairperson of the union requests a copy of the discipline history of an employee who has a pending investigation, the discipline history shall be provided.

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

30.2 It is understood that the investigation will be held as quickly as possible, and the layover time will be used as far as practicable. Investigations will only be scheduled to start between 0800 and 1700 hours, at the employees home terminal or otherwise if mutually agreed upon between the Local Chairperson and the Company. Employees will not be held out of service pending rendering of decision except in cases of dismissable offences.

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

30.4

- (a)** Investigations, as contemplated under article 30.1, will be held at the location where the employee being investigated normally reports for duty, unless otherwise mutually agreed between the union and the company
- (b)** If an employee is instructed to report for investigation at a location other than his home terminal, as per 30.4 (a) above, the employee shall be paid for actual time spent traveling, hour for hour, up to a maximum cumulative total of 8 hours in each 24 hours, at the pro rata rate of pay..

(Refer to Addenda 19 & 23)

ARTICLE 31
Interpretation of Agreement

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

(Refer to Addendum 19)

ARTICLE 32
Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: The Company must respond to the Union's grievance particulars at each Step of the Grievance Procedure.

Final Settlement of Disputes

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

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

General

32.4 Any grievance not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. The settlement of a grievance on this basis will not constitute a precedent or waiver of the contentions of the Union in that case or in respect of other similar claims. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may, except as provided in the following paragraph 32.5, be progressed to the next step in the grievance procedure.

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

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

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

Step of the grievance procedure.

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

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

Non-Allowance of Time Claimed

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

32.11

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

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

- (c)** Vouchers will not be issued in respect to:

- (i)** maintenance of earnings claims.
- (ii)** claims arising out of an alleged violation of the Collective Agreement involving disputed wages.

ARTICLE 33

Certificate of Service

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

ARTICLE 34 Spareboards

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

ARTICLE 35 Printing of Collective Agreement

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

ARTICLE 36 General

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

ARTICLE 37 Workplace Environment

37.1 Management agrees it must exercise its rights reasonably. Management maintains it ensures a harassment free workplace environment.

37.2 An employee alleging harassment and intimidation by management may submit a grievance to the General Chairperson to be progressed by the General Chairperson at his or her discretion.

37.3 An employee subject to this agreement may, without prejudice, elect to submit a complaint under CN's Harassment Free Environment Policy.

ARTICLE 38 Employment Equity

38.1 As a matter of principle and in compliance with the Employment Equity Act, the Company and the Union are fully committed, consistent with the application of the legislation, to achieving equality in the workplace so that no person shall be denied employment opportunities or benefits based on any of the prohibited grounds of discrimination. Employment Equity means treating people the same way despite their differences, and respecting their differences to allow them to participate equally

ARTICLE 39
Personal Leave Day

39.1 Employees will, at their discretion, be entitled to take up to and including a maximum of 12 cumulative unpaid personal leave days per calendar year as provided herein. Personal leave days will be recognized, under this agreement, as active cumulative compensated service. However, personal leave days, when taken will not be used in the calculation of Guarantees and/or Maintenance of Earnings. Employees may, at their discretion, activate their entitlement to leave days, jointly or severally up to the cumulative maximum.

39.2 Notice in respect of this leave will be given as follows:

- i. One day (24 hours) – upon four hours notification prior to the commencement of such leave time;
- ii. Two or three consecutive calendar days – upon three calendar days notification prior to the commencement of the leave days;
- iii. Four consecutive calendar days but less than seven consecutive calendar days – upon seven calendar days notification prior to the commencement of leave days;
- iv. Seven consecutive calendar days or more – upon twenty-one days notification prior to the commencement of leave days.

NOTE 1: Employees in the application of this provision shall not be entitled to activate personal leave days between and including December 20th and December 31st.

NOTE 2: Personal Leave Days (allotments) shall be established at each terminal utilizing the following exampled criteria:

Terminal X – 100 (Employees) X 12 (PLD)/353 (days) = 3.4 daily allotments.

In such calculations, numbers shall be rounded upward.

ARTICLE 40
Modified Duties

40.1 Payment for Modified duties will be established as follows:

- (a) A period of 30 days immediately prior to the date of injury or illness will be identified. Any days off for miles, annual vacation, authorized leave of absence (including personal leave days) or bona fide illness will be excluded from the sampling period.
- (b) The earnings during the above 30-day period will be identified and will be used in calculating a daily rate.
- (c) To establish a daily rate, the earnings calculated in b) above, will be divided by 30 or prorated if reduced by a) above.
- (d) The daily rate will be paid to employees based on a 7 days per week basis.
- (e) Employees on modified duties will protect their work on a 5 days per week basis.

ARTICLE 41

Time Off

41.1 Employees in unassigned Road Service (including a joint spareboard) shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 1075 miles of compensated service.

- (a) accumulated a minimum of 1075 miles of compensated service.
- (b) Employees who desire not to exercise the right to book time off in the application of item a) above will not again be entitled to book time off under this provision until a further 1075 miles of compensated service has been accumulated.
- (c) Employees shall give notice of their intent to exercise this right upon the commencement of each reset cycle of 1075 miles.

NOTE 1: Compensated service in the application of Article 41.1 herein shall mean those miles which are considered as "chargeable miles" in the application of Article 28 (4.16) and Article 44 (4.3).

NOTE 2: For purposes of time off, the calculation of miles shall be reset to zero on the employee's mileage date.

For the purposes of time off, the calculation of miles shall be reset to zero on the employee's mileage date, upon return from annual vacation or following 48 hours absence for being unfit.

41.2 Employees in unassigned service other than as identified in Article 41.1 herein, shall be entitled, without restriction, upon going off duty to book a minimum of 3 hours and a maximum of 48 hours time off, excluding call time, for each 40 hours of compensated service as follows:

- (a) Employees who desire to exercise this right must do so upon going off duty after having accumulated a minimum of 40 hours of compensated service.
- (b) Employees who desire not to exercise the right to book time off in the application of Article 41.2 a) herein will not again be entitled to book time off under this provision until a further minimum 40hours of compensated service has been accumulated.
- (c) Employees shall give notice of their intent to exercise this right when called for the shift in which it is anticipated that they will achieve forty (40) hours.

NOTE 1: For the purposes of accumulating 40 hours, overtime shall be counted as straight time.

NOTE 2: For purposes of time off, the calculation of forty (40) hours shall be reset to zero on the employee's mileage date.

41.3 Employees on a joint spareboard, who work a tour of duty in Yard, Road Switcher, CSA or hourly rated commuter service or as a Traffic Coordinator will, in the sole application of this article, apply the following conversion rule in the computation of the 1075 miles:

Hours to Miles

5 minutes	2.24 Miles
1 hour	26.87 Miles
8 hours	215 Miles

41.4 Where miles or hours are applicable, under the terms and conditions of the Collective Agreement, such miles or hours, which ever is greater (as converted herein) shall apply.

41.5 In the application of this provision, unassigned service is defined as service that does not incorporate scheduled or assigned days off.

ARTICLE 42 **Labour Management Committee**

42.1 Committee(s) consisting of the TCRC General Chairperson (or his or her delegate), a TCRC Member appointed by the General Chairperson and the Company's General Manager Operations and Director Labour Relations or their respective designates, two from each party, will be established. This committee will be known as the Labour / Management Committee, and may (at each parties option) meet monthly, unless otherwise agreed, to review the application of the respective Collective Agreement.

DURATION OF AGREEMENT

The foregoing changes are in full and final settlement of all requests served, by either party signatory hereto, on or subsequent to March 21, 2019 .

The collective agreement shall remain in full force and effect until July 22, 2022, and thereafter, subject to a 120-day notice in writing by either party to these agreements to revise, amend, or terminate them. Such notice may be served at any time subsequent to March 22, 2022 unless otherwise specified herein.

This Memorandum of Settlement is subject to endorsement and ratification by the Union within forty five (45) calendar days from the date of signing and the provisions herein shall become effective on the first day of the month following such ratification by the Union.

Memorandum of Agreement dated November 26, 2019

FOR THE COMPANY

(Sgd) K. Madigan
Vice-President, Human Resources

(Sgd) Joe Torchia
Director, Labour Relations

(Sgd) Kerry Morris
Senior Manager, Labour Relations

(Sdg) Maud Boyer
Senior Manager Labour Relations

FOR THE UNION

(Sgd) Jim Lennie
General Chairperson – Central Region

(Sgd) Ray Donegan General Chairperson – Western Region

(Sgd) Alain Gatien
General Chairperson – Eastern Region

(Sgd) Josh Hyde
General Chairperson – Former BCR

APPENDIX A

Appraisal Procedure

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

- (a)** In advising the Company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in sample form attached, including his opinion as to the fair market value of his house.
- (b)** This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c)** Within 15 calendar days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by sub-paragraph (h) of paragraph 22.2 of Article 22.
- (d)** If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate union representative if so desired by the employee; such joint conference to be held within seven days from date of advice to employee concerned as referred to in Clause (c) of this Appendix A.
- (e)** If such joint conference does not resolve the matter within five days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of Article 22 and such price shall be binding on both parties.
- (f)** The employee and Company officer concerned shall endeavor to mutually agree upon the independent appraiser referred to in Clause (e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g)** The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appendix A, nor with such appraiser's employee, fellow employee or partner.
- (h)** The fees and expenses of any appraiser appointed in accordance with Clause (e) or (f) shall be paid by the Company.

PARTICULARS OF HOUSE TO BE SOLD

Name of Owner

Address

No. Street City-Town

Type of House, i.e., Cottage
BungalowSplit Level

Year Built

No. of Rooms..... Bathrooms

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

Finished Basement: Yes No

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

Garage: Yes No.....

Size of Lot.....

Fair Market Value: \$.....

Other Comments

Date: Signature:

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

ADDENDUM NO. 1
CANADIAN NATIONAL RAILWAY COMPANY

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

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

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

- *1. Subject to the conditions and exceptions set forth herein, such employees who, as of 0001 hours on the first calendar day of the month, are assigned to a working list of employees governed by Agreements 4.2, 4.3, or 4.16, will have deducted by the Company on the payroll which includes the 24th calendar day of each month from the wages due and payable to each employee coming within the scope of this agreement, monthly regular union dues of each Local of the United Transportation Union. (U.T.U.)
- *2. The amount to be deducted will not be changed during the term of the applicable Agreement excepting to conform with a change in the amount of regular union dues of the United Transportation Union in accordance with its constitutional provisions.
- *3. The Union will forward a master computer tape list to the System Manage', Payroll Accounting, Montreal, Quebec, which will contain the employee's name, Personal Identification Number (PIN) and the amount to be deducted. This list will be submitted on or before the first Monday of each established second payroll period.
 - (a) A designated officer of the Union will arrange for necessary additions or deletions to the master computer tape list account change in work status, resignation, retirement, etc., on or before the first Monday of each established second payroll period.
 - (b) Any adjustments to the amount of the Union dues deducted from an employee will be adjusted directly between the employee and the U.T.U. However, if a dispute develops between the employee and the U.T.U. as a result of an error in the amount deducted, the principles of Item 10 will continue to apply.
 - (c) The Company will assume no responsibility for the late receipt or non-delivery of the computer tapes. In the event of late or non-delivery of computer tapes, the Company will use the last tape received and any adjustments required therefrom will be made by the U.T.U.
- 4. Membership in the United Transportation Union shall be available to any employee eligible under the provisions of the constitution of the Union. Membership shall not be denied for reasons of sex, race, national origin, colour, or religion.
- 5. If the wages of an employee payable on the payroll for the period which includes the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction will be made from the wages of such employee by the Company in such month. The Company will not, because the employee did not have insufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing

the Company, pension deductions and deductions for provident funds will be made from wages prior to the deduction of dues.

7. The amounts of dues so deducted from wages less sums which may be withheld pursuant to Item 8 hereof accompanied by a statement of deductions from individuals will be remitted by the Company to the designated officer or officers of the Union, as may be mutually agreed by the Company and the Union, not later than 40 calendar days following the pay period in which the deductions are made.
8. The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.
9. Not more than one payment of union dues shall be made by any employee in any one month. Employees filling positions coming within the scope of more than one wage agreement in a month, shall pay union dues to the union holding the agreement under which the employee was assigned as at 0001 hours on the first calendar day of the month. Where dues have been deducted from the wages of an employee pursuant to this Agreement, and dues are payable by such employee to another union in accordance with the foregoing, application to the Company for refund of dues deducted under this Agreement shall be made by such employee.
10. The Company will not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions, or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Agreement will terminate at the time it remits the amount payable to the designated officer or officers of the Union.
11. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Agreement, each party will bear its own cost of such defense pursuant to this Agreement, each party will bear its own cost of such defense except that if at the request of the Union counsel fees are incurred these will be borne by the Union. Save as aforesaid the Union will indemnify and save harmless the Company from any losses, damages, costs, liability or expenses, suffered or sustained by it as a result of any such deduction or deductions from payrolls.
12. This Memorandum of Agreement is effective August 1, 1975, and shall remain in effect subject to 30 days' notice in writing from either party of desire to cancel it. If this Memorandum of Agreement is cancelled the provisions of the Memorandum of Agreement signed at Montreal, Quebec, February 16, 1955 in respect of the payment of union dues as a condition of continued preference of employment with the railway company will automatically apply as from the first calendar day of the month following the expiration of 30 days' notice referred to in the first sentence of this Item.

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

FOR THE COMPANY:

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

FOR THE UNION:

(Sgd) H.R. Burnett
General Chairman

(Sgd) G.E. McLellan
General Chairman

(Sgd) P. LaRochelle
General Chairman

(Sgd) F.R. Oliver
Assistant General Chairman

APPROVED:

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

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

ADDENDUM NO. 2

April 27, 1978

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

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

Mr. H.R. Burnett
General Chairman
United Transportation Union
Winnipeg, Manitoba

Gentlemen:

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

During our discussions of your proposal, the Company explained that a runaround rule only lends itself to situations where an employee's entitlement to work is established on the basis of his turn on a spare board, chain gang or other similar first-in, first-out procedures. However, in situations where an employee is entitled to certain work by reason of his seniority, which is the case with Relief Yardmasters, then the so-called "make whole" principle applies. This principle provides that an employee who is deprived of work entitlement which is based on the application of seniority is entitled to be paid the amount he would have earned had he properly been called for such work. In the application of this principle, where the employee worked in other classifications while entitled to work as Yardmaster, the amount of payment due would be the difference between what he actually earned and what he would have earned as Yardmaster. In another situation where the employee did not work at all, he would be paid the full amount he would have earned had he been properly called as Yardmaster under the provisions of Agreement 4.2.

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

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

Yours truly,

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

ADDENDUM NO. 3

October 1, 2010

Mr. B. Boechler
General Chairperson
Teamster Canada Rail Conference
9622 – 42 avenue, Suite 300, Bldg No. 2
Edmonton, AB
T6E 5Y4

Mr. D. Joannette
General Chairperson
Teamster Canada Rail Conference
1026 St Jean Street, Suite 200
Quebec, QC
G1R 1R7

Mr. Jim Robbins
General Chairperson
Teamster Canada Rail Conference
4 – 842 Upper Canada Drive
Sarnia, ON
N7W 1A4

Subject : Closed Period Commitment on Scheduling Pilot Committees

Gentlemen:

During this round of negotiations, the Union indicated a strong interest in employee scheduling. After lengthy discussions, the Company and the Union reached agreement that finding an appropriate scheduling solution would be appealing to the current employees, and would make careers at CN more attractive to new recruits. The TCRC argued that improvements in scheduling could address their concerns with board adjustments, the bulletining of assignments, and would decrease the uncertainty and inconvenience of being “on call” for undefined periods of time. The Company would like to find a way to schedule employees that is cost effective and more compatible (than the current situation) with running a precision operating plan.

Consequently, the parties agree to a closed period commitment where they would work together to accomplish these objectives in a spirit of cooperation for their mutual benefit. To that end, the parties will form committees to develop, test and validate pilot scheduling projects. The mandate of the committees (one in Eastern Canada and one in Western Canada) will be to develop pilot projects to achieve as many of the following goals as is mutually agreeable, respecting each others' objectives to the greatest extent practicable.

Scheduling Goals

- Establish time pools for road service and yard, road, Traffic Coordinators and joint spareboards as determined by the General Chairman and the Regional Senior Vice-President or their delegates
- Operate time pools and spareboards based on local requirements
- Time pools will be adjusted to ensure employees have the opportunity to earn 4300 miles in road service (including joint spareboards) and 5 shifts per week in yard and Traffic Coordinator service
- Continue to recognize existing workload allocations
- Establish time pools recognizing employees will be properly rested and available to protect their turn
- Establish a method to deal with service disruptions

Scheduling Committees

Scheduling committees shall be established in each applicable region and shall consist of two union representatives and two company representatives. One of the two union representatives shall be full time and appointed by the General Chairman; and the other shall be the local chairman (or designate) from the terminal being scheduled at the time. While working on the committee, the wages and expenses of the full time representative shall be paid by the Company. The local chairman (or designate) shall be removed from the working board and considered to be on Company business while working on the committee.

The scheduling committee shall identify and address rules that impede the ability to establish time pools in accordance with the agreed upon scheduling goals. No change to the existing collective agreement language may be effected without the express written concurrence of the General Chair responsible for the collective agreement for the union and the Director of Labour Relations for the company.

The scheduling committee shall identify concerns and issues that may arise during the implementation of time pools and work to resolve any such matters. Any matters that cannot be resolved will be directed to the Regional Vice-President or his delegate and the respective General Chairman or his delegate for their review. If not resolved at this level, the matter will be advanced to the Dispute Resolution process.

Regular Road Assignments – Agreement 4.3 only

Regular road assignments will be advertised to include the ordering time at the home and away-from-home terminal. Employees not ordered within 5 hours of the advertised departure time at the home terminal will either be deadheaded to the away from home terminal to work their assigned return trip or paid a basic day for each tour of duty of their regular assignment.

Road Switcher Assignments – Agreement 4.3 only

Road switcher assignments will be advertised with a regular start time. If not ordered within 5 hours of the advertised start time the employee will be paid a basic day, and will not be called prior to their next scheduled tour of duty. It is understood that the advertised starting time will not be advanced.

Dispute Resolution

Given the importance of this commitment, should there be any problems or issues arising that the parties are unable to resolve themselves, the parties agree to seek the assistance of the Federal Mediation and Conciliation Service in order to facilitate their discussions.

(Sgd) J. Torchia
Director, Labour Relations

ADDENDUM NO. 4

August 27, 1982

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

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

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

Mr. O.W. Miles
General Chairman
United Transportation Union
Aylmer, Quebec

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

Gentlemen:

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

The Company agreed that there is a need for a consistent method of reimbursement for local Union representatives who attend Company initiated meetings, seminars, etc. For our part however, payment would not accrue to Local Union officers for attendance at investigations, discussions related to grievances, making representation on behalf of employees, discussions concerning mileage regulations or board adjustments, etc. since these and other allied activities are part of the Local Chairman's representative role as defined by his Union position and his/her reason for attendance at such discussions would normally come from, be caused by or be for the overall benefit of the membership represented.

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

- (a) where necessary to lose time, or a trip, reimbursement for actual time lost
- (b) where available between trips or on a designated rest day:
 - (i) 50 miles or four hours; or
 - (ii) for time in excess of four hours, pro-rata payment on a minute basis
 - (iii) payment hereunder will be at the rate of pay for the position and the class of service last performed;
- (c) where necessary for any official Union representative to travel from another terminal or if such employees' assignments are located at other than the location of the meeting attended, they will be reimbursed for actual reasonable expenses for meals, travelling costs and hotel/motel accommodation (in addition to payment outlined in paragraphs (a) or (b) above). Expenses claimed must be submitted on CN Form 3140B and receipts for each expense claimed must accompany such submission.

Yours truly,

(Sgd) G.E. Morgan

For: Vice-President Labour Relations

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

ADDENDUM NO. 5

August 27, 1982

Mr. R.J. Proulx
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:

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

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

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

Yours truly,

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

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

ADDENDUM NO. 6

CANADIAN NATIONAL RAILWAY COMPANY Great Lakes Region

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

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

Zone 1 - Mimico Yard
Zone 2 - Bathurst Street and West Toronto Yards
Zone 3 -Union Station and Toronto Maintenance Centre
Zone 4 - Don Yard
Zone 5 - Toronto Yard
Zone 6 - Malport Yard

(2) Paragraph 3.1 of Article 3 of Agreement 4.2 shall not apply at Toronto Terminal while this Memorandum of Agreement is in effect.

(3) The words "all regular assignments, in the yard in which employed, which are bulletined under the provisions of this Article", as used in paragraph 24.11 of Article 24 shall be interpreted to mean all regular assignments in the zone or zones in which qualified.

(4) Unassigned Yardmasters who desire to retain and accumulate seniority under Agreement 4.2, must protect, in seniority order, all relief work and extra service as Yardmaster and Assistant Yardmaster in the zone in which qualified, except that they may have up to ten hours off duty between tours of duty if so desired.

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

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

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

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

FOR THE COMPANY:

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

FOR THE UNION:

(Sgd) W.G. Scarrow
General Chairman

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

ADDENDUM NO. 7

January 8, 1986

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
1026 St. Jean Street
Quebec, Quebec
GIR IR7

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 ON3

Gentlemen:

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

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

Yours truly,

(Sgd) J.A. Clark
Chief of Transportation

ADDENDUM NO. 8

January 8, 1986

Mr. B. Leclerc
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 19.1 and 19.2 of Article 19 of Agreement 4.2. However, it was clearly stated that the calculation of actual vacation pay would still be confined to the wages actually paid by the Company as shown on Form T-4 issued by the Company.

The Union stated that this was fully understood.

Yours truly,

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

ADDENDUM NO. 9

January 8, 1986

Mr. B. Leclerc
General Chairman
United Transportation Union
Suite 200
1026 St. Jean Street
Quebec, Quebec
GIR IR7

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 ON3

Gentlemen:

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

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

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

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

Yours truly,

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

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

ADDENDUM NO. 10

CANADIAN NATIONAL RAILWAY COMPANY

St. Lawrence Region

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

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

1. An initial bulletin calling for applicants to positions on the yardmasters' spare board will be issued on or about January 5, 1988. The spare board will commence on April 24, 1988 and employees who are qualified will be required to protect spare board positions beginning at the spring change of time in 1988. Employees who apply on the initial bulletin will be qualified in seniority order for yards at Montreal for which they are not already qualified. Employees who do not apply on such initial bulletin will, subject to Articles 3.1 and 24.11, retain their unassigned yardmaster's status in the zone in which presently qualified. Employees who are absent during the entire period the bulletin is advertised may make application to the appropriate Company officer and will be added to such list in accordance with their unassigned yardmaster's seniority.
2. The Company will determine the number of yardmasters who are to be qualified for the spare board. If the Company subsequently determines that additional yardmasters require training to qualify them for the yardmasters' spare board, yardmasters who applied on the initial bulletin pursuant to Item 1 hereof, will be canvassed in seniority order.
3. Thereafter, if additional candidates are needed to qualify for the yardmasters' spare board, a subsequent bulletin will be issued. If a junior employee is a successful applicant on such subsequent bulletin, all unassigned yardmasters his senior who have not qualified for the yardmasters' spare board will forfeit their seniority under Agreement 4.2 upon completion of training of the aforementioned successful applicants.
4. Yardmasters who do not qualify within the training period established by the Company will be required to qualify on their own time within a two-month period or will be disqualified. The local chairman will be advised of any cases where employees may not qualify within a reasonable period.
5. Regularly assigned yardmasters will be permitted to apply for training for spare board positions on the initial and subsequent bulletins. The number of regularly assigned yardmasters accepted for training will be limited to the number of spare board positions required on the initial and subsequent bulletins.
6. A list of qualified yardmasters will be posted with copy to the local chairman.
7. Yardmasters trained and qualified to work on the spare board will not be permitted to relinquish their yardmaster status except for justifiable reasons which must be preceded by a 120-day notice in writing and agreed to by the General Chairman and the appropriate Company Officer in order to ensure sufficient time to provide suitably trained and qualified replacements. Unless otherwise agreed to by the General Chairman and appropriate Company Officer, employees allowed to relinquish their seniority under this paragraph will not be permitted to make subsequent application for yardmasters' positions for at least one year from the date their resignation takes effect.

8. Yardmasters required to provide on-the-job training pursuant to this Memorandum will be paid the allowance specified in the Memorandum of Agreement dated January 8, 1986.
9. The yardmasters' spare board will be regulated by the Company. The local chairman or his delegate will contact the Company on a mutually agreed upon date if he so desires to obtain the particulars prior to the time of regulation.
10. When the number of positions on the yardmaster's spare board is increased, the names of qualified employees will be placed in order of their seniority order at the bottom of the spare board.
11. Yardmasters assigned to the spare board will be called on a first in/first out basis for all unfilled yardmasters' positions. When the yardmasters spare board is exhausted, unassigned yardmasters will be required to protect assignments at locations where qualified and if they refuse a call, they will forfeit such seniority. As far as practicable, a three-hour call will be provided to spare board and unassigned yardmasters in accordance with the following procedure:
 - (a) Spare board yardmasters available at calling time at pro rata rates.
 - (b) Spare board yardmasters available at calling time at punitive rate.
 - (c) Spare board yardmasters who have indicated a willingness to work on a daily basis doubling through as yardmaster at same yard (Taschereau Yard will be considered as one yard).
 - (d) Unassigned qualified yardmasters in seniority order available at calling time at straight time pursuant to the Memorandum of Agreement dated January 13, 1988.
 - (e) Senior qualified yardmasters available at pro rata rates who have indicated their willingness to work on a daily basis and provided it does not interfere with them filling their regular assignment.
 - (f) Senior qualified yardmasters available at punitive rates who have indicated their willingness to work on a daily basis and provided it does not interfere with them filling their regular assignment.
 - (g) Senior qualified yardmasters who want to double through in the same yard (Taschereau Yard will be considered as one yard).
12. Yardmasters assigned to the yardmasters' spare board who are available for duty for two consecutive payroll periods in their entirety commencing with period 01 in each year will be guaranteed \$6335.20 for each such 28-day period. Rate subject to GWI.
13. Yardmasters assigned to the yardmasters' spare board for a portion of the guaranteed period will receive a pro rated portion of the guarantee, according to the number of days' the employee was on the spare board.
14. Yardmasters assigned to the yardmasters' spare board who miss a call or who are unavailable for a calendar day or portion thereof, will have their guarantee reduced by 1/20th of the amount in paragraph 12 (\$316.76), Rate subject to GWI

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

15. Employees assigned to the yardmasters' spare board or an unassigned yardmaster who is called and is not required for duty, will be allowed three hours at pro rata rate and will hold his turn on the spare board. An unassigned yardmaster who is regularly assigned to a position covered by Agreement 4.16 and who loses a tour of duty on such regular assignment as a result of being called to fill a yardmaster's vacancy and not used as such will be paid not less than the amount which he would have otherwise earned on his regular assignment under Agreement 4.16.
16. Qualified yardmasters with seniority under this agreement whose seniority entitles them to a position as yardmaster at their home terminal and who accept a position on the working list of locomotive engineers shall continue to accumulate seniority under Agreement 4.2 for a period of one year. Employees who elect to remain employed as a locomotive engineer at the completion of such year, and whose seniority entitles them to a position as yardmaster shall forfeit their seniority under such Agreement. Employees unable to hold a position as yardmaster at the end of such year will make the election at the first time after the expiration of the year when their seniority entitles them to a position of yardmaster at their home terminal.

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

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

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

19. It will be agreed that both parties will cooperate to facilitate the application and implementation of the spare board.
20. This Memorandum of Agreement may be cancelled at any time upon sixty (60) days written notice by either party and in which event the Memorandum of Agreement dated January 13, 1988 in respect of the establishment of zones in Montreal Terminal will apply.

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

FOR THE COMPANY:
(Sgd) M. Healey
For: Regional Vice-President
St. Lawrence Region

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

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

ADDENDUM NO. 10A

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

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

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

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

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

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

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

4. Vacancies for the Traffic Coordinators' spare board will be advertised at each change of timetable, other than the initial bulletin. Qualified employees who bid and were not awarded a position on the spare board at the change of timetable will be placed on a preference list. Thereafter, the spare board will be adjusted each week from the resulted list in accordance with Items 3 and 4 of this agreement. Qualified employees who are off on annual vacation, authorized leave of absence, or illness/injury during the entire period the bulletin is advertised will apply prior to resuming duty.

5. If an employee is not qualified and has elected the spare board at the change of card, he/she shall be placed on the preference list and thereafter such employee shall be afforded the necessary training. During the time the employee is either in training or awaiting training, the next available qualified employees on the preference list will be canvassed.
6. When the number of positions on the Traffic Coordinators' spare board are increased the employees on the preference list will be canvassed, in seniority order, to determine if they wish to go to the Traffic Coordinators' spare board. Employees declining to go to the spare board will lose their preference entitlement until the next change of timetable. If there are an insufficient number of employees electing to go to the spare board the junior qualified employee will be assigned. The names of qualified employees will be placed in order of their seniority on the bottom of the spare board.
7. When the number of positions on the Traffic Coordinators' spare board is decreased, the names of employees on the spare board will be removed in reverse seniority order.
8. The spare board work week will commence at 0001 Monday.
9. Five straight time shifts in a seven day period will constitute a work week.
10. Traffic Coordinators assigned to the spare board will be called on a first in/first out basis for all assignments.
11. Traffic Coordinators assigned to the spare board upon completion of a tour of duty, may book rest in whole hours, not less than three (3) no more than twelve (12) hours exclusive of call time.
12. Traffic Coordinators assigned to the spare board who are called to perform service at BIT will be provided a travel allowance of one hour at pro rata rates in each direction, in addition to time worked at BIT.
13. Traffic Coordinators must protect, all relief work and extra service as Traffic Coordinator. Vacancies of less than (5) days, will be filled temporarily, on a day to day basis in the following sequence:
 - (i) The employee first up, at straight time, on the Traffic Coordinators Spare board, if none;
 - (ii) The employee first up (available for a 2 hours call), at punitive rates, on the Traffic Coordinators' Spare board, if none;
 - (ii a) The employee (who can provide on time relief in the same yard), at punitive rates, on the Traffic Coordinators spare board if none;
 - (iii) The senior qualified unassigned Traffic Coordinator available (for a 2 hours call) at straight rates in yard service, which includes a Yard/Joint Spare board if none;
 - (iii a) The senior qualified unassigned Traffic Coordinator available (who can provide on time relief in the same yard) at straight time rates in yard service, which includes a Yard/Joint Spare board, if none;
 - (iv) The senior regularly assigned Traffic Coordinator available (for a 2 hours call) at punitive rates, if none;
 - (iv a) The senior regularly assigned Traffic Coordinator available (who can provide on time relief in the same yard) at punitive rates, if none;

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

14. When no applications are received for a temporary or permanent vacancy(s) for a regularly assigned Traffic Coordinator position, the junior qualified unassigned Traffic Coordinator not working on the Traffic Coordinators' spare board will be assigned to the vacancy.

15. Traffic Coordinators assigned to the spare board who are available for duty for 14 consecutive days (one pay period) will be guaranteed 10 days at \$3167.60 for each such pay period or \$316.76 for each day. Rate subject to GWI

16. Traffic Coordinators assigned to the spare board for a portion of the guarantee period, will receive a pro-rated portion of the guarantee, according to the number of calendar days the employee was on the spare board and available.

17. Traffic Coordinators assigned to the spare board who miss a call or are unavailable for a calendar day or portion thereof, will have their guarantee reduced by 1/10th the guarantee in paragraph 15 (\$316.76) and will be placed at the bottom of the spare board. Rate subject to GWI

18. In the calculation of the guarantee payments, provided herein, all compensation paid under this Memorandum of Agreement, Agreement 4.2 and Agreement 4.16 and 1.1, during the guarantee period or portion thereof that such Yard Coordinator is assigned to the spare board will be used to offset any such guarantee payments. The employee shall not be entitled to any form of guarantee payment if the total money earned by the employees is equal or is greater than the monetary equivalent of the respective guarantee.

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

Signed February 23, 1998.

(Sgd) J. Vaasjo
For: Manager Labour Relations

(Sgd) R. Long
General Chairperson
UTU Yard

(Sgd) A. Thauvette
Manager Terminal Operation
MacMillan Yard

(Sgd) E. Belliveau
Local Chairperson
UTU Yard
Local 483-YM

(Sgd) C. Quinlan
For: Manager ASC Moncton

ADDENDUM NO. 10B

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

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

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

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

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

- i. 30 spare shifts, divided by five = 6 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.
- ii. 34 spare shifts, divided by five = 6 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.
- iii. 35 spare shifts, divided by five = 7 Traffic Coordinator's will be set up on the Traffic Coordinator's spare board.
2. Vacancies for the Traffic Coordinator's spare board will be advertised at each Change of Card, other than the initial bulletin. Thereafter, the spare board will be adjusted at each board adjustment date from the resulted list in accordance with items 5 and 6 of this agreement. Employees who are off on annual vacation, authorized leave of absence, or illness/injury during the entire period the bulletin is advertised will apply prior to resuming duty.
3. Employees will be permitted to remove their names from the Traffic Coordinator's spare board list by advising the CMC at least 48 hours prior to a board adjustment.
4. When no applications are received for a temporary or permanent vacancy(s) for a regularly assigned Traffic Coordinator position, the junior qualified unassigned Traffic Coordinator not working on the Traffic Coordinator's spare board will be assigned to the vacancy.
5. Any qualified Traffic Coordinator (including unassigned) will be permitted to apply for the spare board position(s) advertised at each Change of Card. In the event that insufficient applications are received, the junior qualified unassigned Traffic Coordinator(s) will be assigned.
6. When the number of positions on the Traffic Coordinator's spare board is increased, the names of employees on the spare board will be removed in reverse seniority order.

7. When the number of positions on the Traffic Coordinator's spare board is decreased, the names of employees on the spare board will be removed in reverse seniority order.
8. For the purpose of this agreement, the spare board will be adjusted in conjunction with other board changes in effect currently for the Greater Edmonton Terminal.
9. The spare board work week will commence at 0001 Monday.
10. Five shifts in a seven day period will constitute a work week.
11. Traffic Coordinators assigned to the spare board will be called on a first in/first out basis for all Traffic Coordinator's and Assistant Traffic Coordinator's vacancies.
12. Traffic Coordinators assigned to the spare board upon completion of a tour of duty, may book rest in whole hours, not less than three (3) nor more than twelve (12) hours, exclusive of call time.
13. When the spare board is exhausted to work at straight times rate of pay, the senior unassigned Traffic Coordinator's will be required to protect assignments, there being none, the following will apply:
 - a) The Senior Traffic Coordinator, regularly assigned, booked okay, daily, for extra work, will be called, if available at the starting time of the assignment and such will not interfere with their regular assignment.
 - b) The Senior unassigned Traffic Coordinator, booked okay, daily, for extra work will be called, if available at the starting time of the assignment.
14. Traffic Coordinators assigned to the spare board who are available for duty for 14 consecutive days (one pay period) will be guaranteed 80 hours of pay for each such pay period.
15. Traffic Coordinators assigned to the spare board for a portion of the period, will receive a pro-rate portion of the guarantee, according to the number of complete days the employee was on the spare board and available.
16. Traffic Coordinator's assigned to the spare board who miss a call or are unavailable for a calendar day or portion thereof, will have their guarantee reduced by 8 hours and will be placed at the bottom of the spare board.
17. In the calculation of the guarantee payments provided herein, all compensation paid shall be used to make up the guarantee. An employee shall not be entitled to any form of guarantee payment if the total money earned (excluding holiday pay) by the employee is equal to or is greater than the monetary equivalent of the respective guarantee.
18. The Company and the Union agree to accommodate medically restricted qualified Traffic Coordinators who cannot hold a permanent vacancy as an Assistant Traffic Coordinator. They will be permitted to place onto the spare board when sufficient spare board positions are available and will not be subject to displacement by a Senior Traffic Coordinator under this paragraph.

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

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

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

ADDENDUM NO. 10C

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

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

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

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

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

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

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

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

2. When the number of positions on the Traffic Coordinators spare board is increased, the names of qualified employees will be placed to the spare board "time in principle".
3. When the number of positions on the Traffic Coordinator's spare board is decreased, the employees on the spare board will be removed in the following order:
 - a) Traffic Coordinators forced to the spare board, in seniority order
 - b) When no employees have been forced to Traffic Coordinators spare board positions, employees will be reduced, in reverse seniority order (from junior to senior).
4. The spare board work week will commence Friday at 13:01 for calls occurring at 15:01 or later to coincide with the board change affecting the Greater Vancouver Terminal unless an alternative start time has been mutually agreed upon.
5. Traffic Coordinators assigned to the spare board will be called on a first in/first out basis for all 4.2 vacancies.

6. Traffic Coordinators assigned to the spare board upon completion of a tour of duty, may book rest in whole hours, not less than three (3) nor more than twelve (12) hours, exclusive of call time.
7. In accordance with Article 6.12, qualified Traffic Coordinators must protect any and all relief work and extra service as Traffic Coordinator or Assistant Traffic Coordinator in the yard in which employed. The calling procedures will be as follows:
 - Step 1) The employee first up, at straight time, on the Traffic Coordinator's Spare board where established, if none;
 - Step 2) The senior regularly assigned Traffic Coordinator available at punitive rates, if none;
Note: Employees must mark up daily
 - Step 3) The senior qualified unassigned Traffic Coordinator available at straight time in yard service, if none;
Note: This may include laid off 4.3 employees
 - Step 4) The senior qualified unassigned Traffic Coordinator assigned to yard service, at punitive rates, if none;
Note: Employees must mark up daily.
 - Step 5) The first out qualified Traffic Coordinator on an active Furlough Board.
 - Step 6) The senior qualified unassigned Traffic Coordinator occupying a position on a road service spare board if none;
Note: The Traffic Coordinator accepting a call under this item will be permitted to "maintain his turn" on the Road Spare board
 - Step 7) The senior qualified unassigned Traffic Coordinator working in road service, when it can be determined that the Traffic Coordinator position filled will not interfere with the employee's normal assignment.
 - Step 8) The senior qualified Traffic Coordinator working as a Locomotive Engineer.
 - Step 9) The senior qualified Traffic Coordinator governed by other Collective Agreements, if none;
Note: Other Collective Agreements refers to employees not represented by the CCROU for example, employees recruited from CAW ranks.
8. Traffic Coordinators assigned to the spare board who are available for duty seven (7) consecutive days of the work week will be guaranteed 40 hours pay at the basic daily Traffic Coordinator's rate.
9. Traffic Coordinators assigned to the spare board for a portion of the seven day work week, will receive a pro-rates portion of the guarantee according to the number of complete days that the employee was on the spare board and available.
10. Traffic Coordinators assigned to the spare board who misses a call for any of the three (3) call windows prior to each regularly assigned shift, or are unavailable for a full calendar day, will have their guarantee reduced by either hours. (Such employees will be dropped to the bottom of the Traffic Coordinator's Spare board and will be placed on the off-board in the event of three consecutive missed calls).
11. In the calculation of the guarantee payments provided herein, all compensation paid shall

be used to make up the guarantee., An employee shall not be entitled to any form of guarantee payment if the total money earned (excluding holiday pay) by the employees is equal to or is greater than the monetary equivalent of the respective guarantee, and shall be based on the time frame set out in Article "8" of this agreement.

12. Should operational changes or otherwise necessitate amendments to this Spare board Agreement, the parties agree to meet within 30 days of notification by either party. This Spare board Agreement has been established in keeping with the commitment provided by Appendix C of the Traffic Coordinator's Memorandum of Agreement dated October 20, 1996.

Signed at Thornton Yard on 06 May, 1997

(Sgd) B. Schmidt
for: J. Raynard
Superintendent Transportation
Greater Vancouver Terminal

(Sgd) B. Morgan
CCROU Local Chairperson
UTU Local 701

(Sgd) J.T. Torchia
Manager Labour Relations - Edmonton

ADDENDUM NO. 11

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 there was discussion concerning the 2001 closed period commitment, and fulfilling the intent of that commitment, regarding implementation of the Tier system of pay. The following is the agreed upon criteria.

All criteria listed, while objective, still provide room for discretion and flexibility between the parties.

It is recognized that different shifts at the same location can be compensated at different Tier levels. For example, the workload on a midnight shift may be greater than the workload on the afternoon shift. The Traffic Coordinator working midnights would be compensated at a higher Tier level than the afternoon Traffic Coordinator. Similarly, Traffic Coordinators working at different locations within the same terminal may be compensated at different Tier levels, depending on workload.

It is further recognized that Tier levels may be adjusted, either upwards or downwards, based on operational changes. Such adjustments, however, will only be made as a result of a "long-term" operational change, such as: the opening or closure of a customer facility; the introduction or removal of a new or revised train service; or other similar type of operational change. Tier levels will not be adjusted on a day-to-day basis. Discussions will take place between the Vice-President (or his or her delegate) and the General Chairperson (or his or her delegate) prior to any change in Tier levels.

TIER 1 CRITERIA

- 30 inbound and 30 outbound trains
 - Total trains per day
 - Train 118 inbound and Train 118 outbound equal 1 train in and one train out.
- 30 Assignments
 - Total number of assignments handled by Traffic Coordinator per shift.
 - For example: Traffic Coordinator starts work at 0730. Interacts with 8 midnight crews, 12 day crews and 6 afternoon crews as well as 8 crews under the primary direction of another Traffic Coordinator. This Traffic Coordinator handled 34 crews
- Large Customers (i.e. Cargoflo, Freight Forwarders, Steel Centre)
 - Also includes interchanges, chemical facilities, petroleum facilities or any other industry/operation that requires significant organization and communication/interaction between the Traffic Coordinator, customer and yard crews.

Again, these Criteria provide some discretion; they can be combined or reduced, as agreed by the parties. For example, a Traffic Coordinator handling several large customers, but less than 30 assignments or 30 inbound and outbound trains would still be entitled to a Tier 1 rate of pay. This is similar to the requirement listed in Tier 2.

TIER 2 CRITERIA

- 20 inbound and 20 outbound trains
 - Total trains per day
 - Train 118 inbound and Train 118 outbound equal 1 train in and one train out.
- 15 assignments or major customers
 - Total number of assignments handled by a Traffic Coordinator per shift. "Handled" as described in Tier 1 Criteria.
 - "Major Customers" as described under "Large Customers" in Tier 1 Criteria.
- Complexity of operation, for example, limited yard space or plenty of coordination to be taken into consideration.
 - Locations where Traffic Coordinators are required to perform duties such as: participate in daily conference calls and implement daily operating plans; monitor and manage crew requirements; excessive data entry.

TIER 3 CRITERIA

- Activity less than Tier 2. May have a high number of Trains but not much work performed.
 - Only a few crews and customers to address/handle on a regular basis.
 - Would include smaller terminals (Regina, Calgary) or off shifts at larger terminals when not required to switch large customers and have fewer crews.

Yours truly,

(Sgd) Myron W. Becker
Director
Labour Relations - North America

We concur,

(Sgd) John W. Armstrong
Vice President

(Sgd) Raymond LeBel
General Chairperson

(Sgd) Rex Beatty
General Chairperson

(Sgd) Bryan Boechler
General Chairperson

ADDENDUM NO. 12

June 02, 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 amount the duration of the training course.

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

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

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

ADDENDUM NO. 13

CANADIAN NATIONAL RAILWAY COMPANY

ST. LAWRENCE AND ATLANTIC REGIONS

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

IT IS AGREED THAT:

1. Effective on October 25, 1992 the First Seniority District shall be established which shall be comprised of the 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 extended over more than one of the former seniority districts described by Item 3 hereof, which existed on or before the effective date of this Memorandum, will be operated by employees from each of the former seniority districts involved, proportionately as nearly as possible, on a mileage basis.
5. In the application of the forcing provisions of Agreement 4.16, the territorial restrictions as described by Item 3 hereof will prevail.

6. Preference rights established under previous agreements, including the Memorandum of Agreement dated June 12, 1991 concerning the establishment of interchangeable seniority rights on the former 11th Seniority District, the Memorandum of Agreement dated June 12, 1991 concerning the 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.E. Healey
 For: Assistant
 Vice-President, Labour Relations

FOR THE UNION:

(Sgd) R. LeBel
 General Chairperson

ADDENDUM NO. 14

July 19, 1992

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

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

During the discussions, concern was expressed with the bulletining procedures previously established in the Memoranda covering the establishment of the 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.E. Healey
For: Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd.) R. Lebel
General Chairperson

ADDENDUM NO. 15

INTENTIONALLY LEFT BLANK

ADDENDUM NO. 16

Montreal, Quebec, February 13, 1998

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

M.P. Gregotski
General Chairperson
C.C.R.O.U.
Country Square
516 Garrison Road, Unit 5
Fort Erie, Ont. L2A 1N2

B.E. Wood
General Chairman
C.C.R.O.U.
2 Dartmouth Road, Suite 210
Bedford, N.S. B4A 2K7

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

R. Long
General Chairperson
C.C.R.O.U.
325 West Street, #200, Suite 200Bldg. A
Brantford, Ont. N3R 6B7

B.J. Henry
General Chairperson
C.C.R.O.U.
8616-51 Ave., Suite 309
Gallery 51
Edmonton, Alta. T6E 6E6

R. Dyon
General Chairman
C.C.R.O.U.
3610 Valiquette St., # 200
St. Laurent, Que. H4S 1X8

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

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

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

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

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

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

ADDENDUM NO. 17

October 20, 1996

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

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

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

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

Gentlemen,

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

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

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

I concur

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

(Sgd) J.W. Armstrong
General Chairperson

(Sgd) B.H. Lee
Chief of Transportation

(Sgd) W.G. Scarrow
General Chairperson

(Sgd) G. Ethier
For: General Chairperson

(Sgd) R. LeBel
General Chairperson

ADDENDUM NO. 18

November 28, 1996

J.W. Armstrong
General Chairperson
C.C.R.O.U.
8616 - 51 Avenue
Suite 309
Edmonton, Alberta
T6E 6E6

Dear Mr. Armstrong:

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

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

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

Yours truly,

(Sgd) M.W. Becker

for: Assistant
Vice-President Labour Relations

cc: W.G Scarrow
General Chairperson, CCROU

R. LeBel
General Chairperson, CCROU

I concur: (Sgd) M.G. Eldridge

for: J.W. Armstrong
General Chairperson

M.P. Gegotski
General Chairperson, CCROU

ADDENDUM No. 19

Ottawa, Ontario, December 13, 2001

R. LeBel General Chairperson CCROU
R. Long General Chairperson CCROU
R. Beatty General Chairperson CCROU
B. Boechler General Chairperson TCRC-CTY (added 2005)

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) Richard Dixon
Vice-President Labour Relations
and Employment Legislation

ADDENDUM No. 20
SABBATICAL LEAVE

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
B. Boechler	General Chairperson TCRC-CTY (Added 2005)

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 Union, 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, 4.16 and 4.3* to the contrary.

Yours Truly,

(Sgd) R.J. Dixon
Vice-President, Labour Relations
and Employment Legislation

* Further to the letter dated February 12, 2005, signed by Mr. Boechler, General Chairperson, this Addendum becomes applicable to Agreement 4.3.

ADDENDUM NO. 21
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) Richard Dixon
Vice-President, Labour Relations
and Employment Legislation

(Sgd) Gilles Halle
Canadian Director BLE

(Sgd) W.G. Scarrow
CCROU Vice-Chairperson
Signed May 13, 2001

ADDENDUM NO 22
LEAVE OF ABSENCE FOR SIGNIFICANT PERSONAL EVENT

Toronto, Ontario, May 13, 2001

G. Halle CCROU Chairperson
W.G. Scarrow CCROU Vice-Chairperson

Gentlemen:

During this round of negotiations the council expressed significant concern about the issue of attaining personal leave. Although there were examples of past occurrences raised, pertaining to pre-planned significant personal events; the Council also focused on examples of employees who were in genuine need for time of to attend to personal matters.

The Company acknowledges that for such pre-planned events, time off without pay will be granted, provided employees give at least two weeks prior notice.

In so far as time off for other requests of a leave of absence, which may intermittently occur, the parties acknowledge that it would be incumbent to ascertain that the granting of such leave would not impact the operation to such an extent that the timely movement of train/traffic would be jeopardized.

Prior to denying a legitimate and timely request for any leave of absence the local Company Officer and appropriate Local Union Officer will review arrangements to try to accommodate such time off.

Yours truly,

(Sgd) Richard Dixon
Vice-President, Labour Relations and
Employment Legislation

ADDENDUM NO. 23
BROWN SYSTEM

February 5, 2014

Mr. Jim Robbins
General Chairperson
TCRC CTY Central Region and ACR
4-482 Upper Canada Drive
Sarnia, Ontario N7W 1A4

Mr. Daniel Joannette
General Chairperson
TCRC Eastern Region
1026 St. Jean Street, Suite 200
Quebec, Quebec G1R 1R7

Mr. Roland Hackl
General Chairperson
TCRC – Western Region
610-3530 Millar Avenue
Saskatoon, SK S7P 0B6

Gentlemen,

Re: Brown System of Discipline.

This will confirm discussions held during collective bargaining in 2013/2014 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: November 2019

ADDENDUM NO. 24
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. 25
Management Performing Bargaining Unit Work

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. Heller
Senior Vice-President

ADDENDUM NO. 26
Traffic Coordinators Personal 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. A. Gatien
General Chairperson
Teamsters Canada Rail Conference - CTY

Gentlemen:

This is in reference to our discussions concerning the application of Article 8.5 of the 4.2 Collective Agreement as it relates to regular assigned traffic coordinators booking rest.

The Union was seeking confirmation of a regularly assigned traffic coordinator's right to book personal rest between 3 and 12 hours duration even though such rest may interfere with their ability to fill their regular assignment.

This letter will confirm the parties are in agreement that a regularly assigned traffic coordinator may book personal rest between 3 and 12 hours duration even if such rest may interfere with the traffic coordinators ability to fill their regular assignment. The foregoing application is based on the condition that the break between the completion of a tour of duty (off duty time) and the start time of their next regular assignment is less than 8 hours

Trust this addressed your concerns

(Signed) D.S. Fisher
For: Kim Madigan
Senior Vice-President, Human Resources