

# **AGREEMENT 11.1**

**Between**

**CANADIAN NATIONAL RAILWAY COMPANY**

**and**

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



**covering**

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

**Effective January 1, 2013  
To December 31, 2016**

**(version française disponible sur demande)**

07716 (09)

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## **ARTICLE 1**

### **Scope**

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

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

## **ARTICLE 2**

### **Classification**

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

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

#### **S & C Testmen**

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

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

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

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

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

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

#### **Mechanic**

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

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

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

## **S & C Helper**

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

## **S & C Assistant**

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

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

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

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

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



**ARTICLE 3**  
**Rates of Pay**

**3.1 (A)**

CLASSIFICATION	EFFECTIVE			
	Jan.1/13 \$	Jan 1/14 \$	Jan 01/15 \$	Jan 01/16 \$
S & C Coordinator	37.57	38.70	39.86	41.06
S & C Technician	32.15	33.11	34.10	35.13
S & C Testman	36.12	37.21	38.32	39.47
S & C Leading Maintainer	31.15	32.08	33.04	34.04
S & C Leading Mechanic	31.15	32.08	33.04	34.04
S & C Maintainer	30.74	31.66	32.61	33.59
S & C Mechanic	30.74	31.66	32.61	33.59
S & C Assistant	27.10	27.91	28.75	29.61

CLASSIFICATION	EFFECTIVE			
	Jan.1/13 \$	Jan 1/14 \$	Jan 01/15 \$	Jan 01/16 \$
<b>S &amp; C Apprentice (enrolled subsequent to December 31, 1984)</b>				
1st 6 mos. or equiv. experience	23.03	23.72	24.43	25.17
2nd 6 mos. or equiv. experience	23.34	24.04	24.76	25.50
3rd 6 mos. or equiv. experience	23.65	24.36	25.09	25.84
4th 6 mos. or equiv. experience	24.42	25.15	25.91	26.69
S & C Helper (protected rate) as per Memorandum of Agreement dated December 7, 1984	25.34	26.10	26.88	27.69
S & C Helper	19.84	20.43	21.05	21.68

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

**(B)**

CLASSIFICATION	EFFECTIVE			
	Jan.1/13 \$	Jan 1/14 \$	Jan 01/15 \$	Jan 01/16 \$
S & C Coordinator	38.13	39.27	40.45	41.67
S & C Technician	33.88	34.89	35.94	37.02
S & C Testman (April 1, 1987)	36.67	37.77	38.90	40.07
S & C Leading Maintainer	31.72	32.68	33.66	34.67
S & C Leading Mechanic	31.72	32.68	33.66	34.67
S & C Maintainer	31.26	32.20	33.16	34.16
S & C Mechanic	31.26	32.20	33.16	34.16

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

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

**3.4** Employees whose regularly assigned shifts commence between 14:00 hours and 21:59 hours shall receive a shift differential of 75 cents per hour, and employees whose regularly assigned shifts commence between 22:00 hours and 05:59 hours shall receive a shift differential of \$1.00 per hour.

Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

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

## **ARTICLE 4**

### **Stand-By Allowance**

**4.1** In view of the intermittent character of the work of certain S & C Coordinators, S & C Technicians, S & C Leading Maintainers, S & C Leading Mechanics, S & C Maintainers, S & C Mechanics, S & C Assistants, S & C Apprentices and S & C Helpers, they will be paid in addition to their regular earnings for time actually worked, a stand-by allowance of 7.5 straight time hours per week at the applicable hourly rate of the job they occupy effective January 1, 2001. The provisions of Articles 4.2 to 4.16 inclusive, will apply to employees referred to in this Article.

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

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

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

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

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

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

**(See Appendix M)**

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

**4.7** On territories where conditions warrant, other mutually satisfactory arrangements may be agreed upon in writing between the S & C Senior Manager or delegate and the General Chairman or delegate for protection of the employee's territory.

**4.8** Except on assigned rest day, such employees shall not absent themselves from their assigned territory during the regular working hours without permission.

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

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

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

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

##### **4.11**

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

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

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

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

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

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

**4.13** When a general holiday falls on a regular work day or on a call day (sixth day), and the employee is on stand-by, if he is called to work on that day, such employee

**will be paid for actual time worked in accordance with Article 19.6 in addition to the 8 straight time hours for being available on that day as provided in Article 4.11.**

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

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

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

**4.16 Effective January 1, 2001, broken time for employees compensated on the basis of this Article 4 shall be based on 47.5 straight time hours per week. In the event an employee is off duty without pay, he shall have deducted from his wages 8.5 straight time hours for each regular work day off-duty and 5 straight time hours for each call day off-duty.**

### **Pre-retirement vacation**

**4.17 Notwithstanding any other provision(s) of the collective agreement, commencing with the last day at work, employees on pre-retirement vacation will not be paid standby allowance.**

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

## **ARTICLE 5**

### **Hours of Service and Meal Period**

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

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

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

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

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

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

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

## **S & C Testmen**

### **5.7**

- (a) S & C Testmen shall be considered as 40-hour week employees and shall be covered by the provisions of Article 7.**
- (b) An S & C Testman, if required to work in excess of eight (8) hours on a regular work day or to work on a rest day, shall be compensated in accordance with Article 6 of this Agreement, except that present understandings with respect to the accumulation of "bank time" will continue in effect.**

## **ARTICLE 6**

### **Overtime and Calls**

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

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

**6.3 In the application of Article 6.2:**

- (a) An employee called on the telephone in case of an emergency or a temporary urgency outside of his regular assigned hours, after having been relieved, who accepts such call and is required to provide, by telephone, technical assistance in case of signal failures, etc., and does provide such assistance, will be paid three (3) hours at punitive rate.**
- (b) An employee who is called, and accepted the call, but is cancelled prior to his leaving home, will be paid one (1) hour at punitive rate.**
- (c) An employee will only be entitled to one three (3) hour guarantee payment for any period of three consecutive hours commencing with the first call, even though he may receive other calls during such 3-hour period.**

**(See Appendix C)**

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

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

## **ARTICLE 7**

### **Rest Days**

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

**7.2 Except as otherwise provided in Article 4, employees shall be assigned two rest days in each seven. The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The work weeks may be staggered in accordance with the Company's operational requirements.**

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

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

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

- (a) All possible regular relief positions shall be established pursuant to Articles 7.6, 7.7 and 7.8.**
- (b) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.**
- (c) Accumulation of rest days under Article 7.4 shall be considered.**
- (d) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.**
- (e) If the foregoing does not solve the problem then some of the relief men may be given non-consecutive rest days.**



- (f) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.**
- (g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.**

**7.6 All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Article 7.5) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days, as may be assigned under this Agreement.**

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

**7.8 Regular relief assignments may on different days have different starting times, duties and work locations provided such starting times, duties and work locations are those of the employee or employees relieved.**

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

**7.10 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.**

**7.11 The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work; and for spare or unassigned employees shall mean a period of seven consecutive days starting with Monday.**

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

**7.13** Various work cycle arrangements may be established by mutual agreement between the proper officer of the Company and the Union. Such work cycle variations may include 10 work days followed by 4 rest days, 15 work days followed by 6 rest days, 8 work days (10 hours each) followed by 6 rest days, etc. Where such agreement is reached the parties will make a joint application to the Minister of Labour in accordance with the provisions of the Canada Labour Code.

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

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

## **ARTICLE 8**

### **Service Away From Headquarters**

#### **8.1**

- (a)** Except as otherwise provided, employees detained for conveyance and while travelling on orders of the Company to and from work outside of their regular assigned territory or headquarters, after regular working hours, will be paid straight time. This does not apply to employees compensated on the basis of a stand-by allowance covered by Article 4 or to employees travelling in regular boarding cars or when sleeping accommodation is furnished by the Company.
- (b)** Employees will be paid at the straight time rate for time travelling in boarding and sleeping cars, on orders of the Company, under the following conditions:
  - (1)** During regular working hours,
  - (2)** between 0001 and 0600 hours provided the employees concerned have to work that day,
  - (3)** between 0600 and 2200 hours on a regularly assigned rest day or on a general holiday.
- (c)** When practical to do so, boarding and sleeping cars shall be moved at times other than between 2300 and 0600 hours.

#### **8.2**

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

**(See Appendices N and O)**

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

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

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

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

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

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

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

## **ARTICLE 9**

### **Seniority**

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

## **9.2**

- (a) Seniority lists shall be updated and posted at the headquarters locations of all employees concerned, on or before June 30 and December 31 of each year. A copy of said list shall also be furnished to the union representatives of the employees.**
- (b) Seniority lists shall be open for correction for a period of sixty calendar days on presentation in writing of proof of error by the employee or his representative to the employee's immediate supervisor.**
- (c) Except by mutual agreement, seniority standing shall not be changed after becoming established by being posted for sixty calendar days following date of issue, without written protest.**

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

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

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

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

- (a) Employees presently covered under the terms of this article on permanent assignments and who elect to maintain seniority in the bargaining unit will be required on a continuous basis to pay sustaining dues according to the Constitution of System Council 11 of the I.B.E.W. Failure to do so will result in being permanently removed from the seniority list.**

**Employees newly promoted to a permanent official or excepted position must within ninety (90) days from date of promotion elect to pay sustaining dues or failing to do same will result in being permanently removed from the seniority list.**

**In all cases, notification must be given to the appropriate System General Chairman in writing.**

- (b) Employees who are released from an official or excepted position, must exercise their seniority in accordance with (i) or (ii) below, within thirty (30) days of their release or they will forfeit their seniority.**
- (i) Employees who are released from a permanent official or excepted position because of a staff reduction, demotion, or voluntarily revert to the schedule ranks, must either bid on any vacant position or displace the junior employee in the highest classification on their Region to which their seniority and qualifications entitle them to work.**
- Employees who revert to temporary positions, will also be required to declare on the permanent position held by the junior employee in the highest classification in which they hold seniority on their Region or to a vacant permanent position.**
- (ii) Employees promoted temporarily to an official or excepted position will have their regular position protected. While working such temporary position, employees will only be permitted to apply for permanent positions bulletined in a higher classification. When released from such temporary position, they will return to their regular position. In the event their position has been abolished or they have been displaced by a senior employee, they will be required to exercise their seniority by displacing a junior employee on their Region to which their seniority and qualifications entitle them to work.**
- (c) The appropriate System General Chairman and appropriate Local Representative shall be advised when employees are promoted to temporary official or excepted position and the expected duration thereof. In the case that employees are promoted to a temporary official or excepted position and later to a permanent position, the System General Chairman will also be advised of such change.**

## **ARTICLE 10**

### **Promotion, Advertising and Filling Positions**

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

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

#### **10.3**

**(a) Bulletins will be issued on the first and third Friday of every month, advertising positions available and giving the names of the successful applicants to the positions advertised the previous bulletin. Bulletins will close 10 days after issuance. Appointments will be made by the Officer of the Company issuing the**

bulletin. If there is no information to be distributed, a bulletin to that effect will be issued.

- (b) Bulletins will be available to employees on the appropriate seniority territories for a period of not less than 10 calendar days. Bulletins will close on the third Friday of every month. A copy of the bulletins will be supplied to the Local Representative and the System General Chairman of the Brotherhood.**
- (c) Permanent new positions or vacancies and temporary positions or vacancies, which it is known will exist for ninety (90) calendar days or more, will be bulletined to the Region. The Local Representative of the Brotherhood will be consulted when the Company is unable to release an employee from a temporary vacancy at the expiration of ninety (90) days because of unforeseen circumstances.**
- (d) A new position or vacancy expected to be in existence in excess of ninety (90) days, but not more than one (1) year, will be bulletined as temporary. When it is known that a position which has been bulletined as temporary will exceed one (1) year, it will be bulletined as permanent, except when such position or vacancy is due to the medical disability of the regular incumbent or when an employee is promoted temporarily to an official or excepted position.**

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

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

#### **10.4**

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

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

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

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

#### **10.8**

- (a) An employee, with his concurrence, may be loaned from one Region to another. While on loan, he will be furnished with copies of bulletins issued on his home Region and may bid on such bulletins. If he fails to return to his home Region within one year, he may, within 30 days, elect to forfeit his seniority on his home Region and be accorded seniority on his new Region corresponding with the date he commenced service on such Region, unless otherwise mutually arranged between the System General Chairman and the proper Officer of the Company. An employee so loaned will, on returning to his former Region, resume duty on the position to which he is regularly assigned.**
- (b) Employees may be required to perform work of an expected duration of one week or less on a Region adjacent to their seniority territory.**
- (c) Upon written mutual agreement between the System General Chairman of the Brotherhood and the appropriate S & C Officer, employees may be required to perform work of an expected duration of less than ninety (90) days on a Region adjacent to their seniority territory.**
- (d) Temporary positions on Maintenance of an expected duration of ninety (90) days or more, but less than one (1) year, involving work on two adjacent Regions may be established. Such positions would be advertised to both seniority territories involved and awarded to the senior qualified applicant from the seniority territory where the preponderance of the work is to be performed. Should there be no applicants from that seniority territory, the positions would then be awarded to the senior qualified applicant from the other seniority territory. Should there be no qualified applicants for the position, a Compulsory Trainee from the seniority territory where the preponderance of the work is to be performed would be promoted to the position in accordance with Article 12.8.**

#### **10.9**

- (a) An employee will be permitted to fill a temporary assignment in his own or a higher classification and when released, will return to his regular position unless it has been abolished or filled by a senior employee in the exercise of displacement rights, in which event the returning employee will exercise his displacement rights.**
- (b) An employee awarded a temporary assignment shall remain on such until released or until expiration of the assignment. However, the employee may exercise his seniority rights to temporary assignments in a higher classification**

or, if it results in the employee's earnings being increased due to a standby allowance, within the same classification.

- (c) When an employee is released from a bulletined temporary assignment, he may displace a junior employee on another bulletined temporary assignment before returning to his regular position.
- (d) When an employee on a temporary assignment is the successful applicant for a bulletined permanent assignment, he may take the permanent assignment or complete the temporary assignment.

**10.10** Employees accepting positions in the exercise of their seniority rights will do so without causing extra expense to the Company, and will not be allowed time for travelling. They will be allowed free transportation for themselves, the dependent members of their families and their household effects when it does not conflict with the law.

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

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

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

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

In the event the Company is unable to release an employee within thirty (30) days from the date of the award, such employee shall, if the rate of the position awarded him is higher than the rate of his present position, be paid the higher rate after the



expiration of the thirty (30) days. If applicable, such higher rate will also apply to that portion of an employee's compensation referred to as a stand-by allowance.

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

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

#### **10.14**

- (a)** Because of the special nature of the S & C Technician position, employees, other than S & C Technicians, who bid on bulletined S & C Technician positions, will be required to successfully pass an evaluation test prior to being appointed to such position.
- (b)** It is acknowledged that advances in technology may require updating of the evaluation test and that it may be necessary for those employees who had previously passed the evaluation test but who had not worked as S & C Technician to be re-examined.
- (c)** If no applications are received from qualified employees holding S & C Technician seniority, bulletins for S & C Technician positions will be awarded to the senior employee who is able to successfully pass the evaluation test, based on S & C Maintainer/Mechanic seniority.
- (d)** An employee awarded a position of S & C Technician will be allowed a minimum of 90 calendar days to demonstrate his ability to perform the work. The company will have a maximum of 180 calendar days to evaluate his ability to perform the work. During this period of time, his position will be bulletined on a temporary basis. If he fails to meet the requirements of the position, he shall be returned to his permanent position.

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

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

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

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

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

- (g) An employee appointed to an S & C Technician position in accordance with Article 10.14(f) may apply for bulletined S & C Technician positions, except that the Company shall have the right to decline such application if it determines that such employee does not have the necessary experience to perform the duties of the advertised position.
- (h) The Company reserves the right to employ non-schedule specialists. Before exercising this right the Company is prepared to meet with the System General Chairman of the Union to explain the specialist nature of the proposed position.
- (i) Notwithstanding the provisions of Agreement 11.1, an employee who is appointed to a bulletined Technician position on other than his home region, will be considered as being on loan for up to a maximum of 180 calendar days. Such employee will forfeit his seniority (on his home region) if he fails to return to his home region within 30 days following the expiry of the 180 calendar day probationary period. Should the employee be required to return to his former region, he will resume duty on the position that he occupied prior to being awarded the Technician position.

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

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

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

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

- (a) A regular bulletin will be issued advertising the position of S & C Coordinator. Employees who submit applications for such positions will be required to state their qualifications. A copy of the bulletin will be supplied to the Local Representative and the System General Chairman.
- (b) In awarding an S & C Coordinator position, the employee's abilities to supervise, instruct, lead, guide and direct other S & C employees will be the

**governing factors. Where the employee's abilities are equal, the employee with the greatest seniority as prescribed by Article 9.4 will be awarded the position. The Company will be the judge of an employee's abilities and qualifications subject to appeal when the senior applicant is not awarded the position.**

- (c) The Company will have a maximum of 180 calendar days to evaluate the ability to perform the work of employees awarded positions of S & C Coordinator. During this period of time, the employees' former positions will be bulletined on a temporary basis. If employees fail to meet the requirements of the positions, they will be returned to their permanent position.**
- (d) Employees awarded positions of S & C Coordinator shall not be subject to displacement, except in the case of a staff reduction in the classification of S & C Coordinator. In such instances, the Company will remain the judge of the employee's abilities and qualifications.**

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

- (e) The Company will advise the Brotherhood when any subsequent modifications are made to the S & C Coordinator tests. However, the final determination of qualifications, the tests and the application of such tests will remain the responsibility of the Company without a right of appeal.**
- (f) The System General Chairman or designate may participate in the testing phase and will participate in the interview portion of the S & C Coordinator selection process.**

**Additionally, upon the request of the individual applicant, a Human Resources representative will provide feedback to the individual regarding their results; including the criteria applied in deciding whether the applicant is eligible to write the tests and suggestions for improvement.**

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

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

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

#### **10.18**

- (a) The establishing of the classification of S&C Testman for the purpose of the line of promotion shall be based firstly on S&C Leading Maintainer/Mechanic**

seniority, secondly on S&C Maintainer/Mechanic seniority and finally S&C Apprentice seniority.

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

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

## **ARTICLE 11**

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

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

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

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

Employees who have exhausted their displacement rights in their classifications will be permitted to fill a bulletined permanent vacancy in the next lower classification until an appointment is made. Such employees will be required to exercise their displacement rights if a more senior employee bids the position, otherwise, they will be appointed to fill the position.

Similarly, employees affected by a staff reduction will be permitted to fill a bulletined permanent vacancy in their own classification until the appointment is made. Such employees will be required to exercise their displacement rights

**if a more senior employee bids the position, otherwise they will be appointed to fill the position.**

- (b) Such an employee shall forfeit his seniority if he does not notify the officer in charge and the Local Representative in writing of his choice within ten calendar days from the date notified of displacement or abolition of his position.**
- (c) Unless mutually arranged between the employee and his immediate supervisor an employee who has signified his intention to displace a junior employee shall forfeit his seniority and his name shall be removed from the seniority list if he fails or refuses to commence work on the position he has chosen within twenty calendar days of making his choice. An employee who is unable to hold work on his Region will be laid off.**

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

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

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

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

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

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

## **ARTICLE 12**

### **Training**

**(See Appendix K)**

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

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

### **COMPULSORY TRAINEE**

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

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

**12.4** A Compulsory Trainee who fails on his first attempt on any examination, will be given an opportunity to retake the examination prior to the commencement of the next training session which he is scheduled to attend. Such employee, who fails on the final examination, will be re-examined not less than 30 days nor more than 90 days from date of failure.

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

**12.5** A Compulsory Trainee hired after January 31 2013, will only have one opportunity to retake an examination during the Apprentice Training Program.

A Compulsory Trainee hired after January 31, 2013, who fails on the retake of any examination or on any further examination in the Apprentice Training Program, will be removed from the service of the Company.

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

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

### **12.8**

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

**(b) Notwithstanding 12.8 (a) above, temporary assignments in the classifications of S & C Maintainer or S & C Mechanic, will be offered in order of seniority to Compulsory Trainees who have successfully completed their S & C Apprentice Training Program. In the event that there is an unfilled temporary assignment the junior qualified employee will be required to fill such position. Employees obligated to accept such temporary assignment which would result in their traveling more than fifty miles in one direction (more than 100 miles return) from their permanent headquarters or from their place of residence by the most direct route, will be paid expenses as per Appendix N. The allowance will apply each day the employee remains at the temporary location.**

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

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

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

### **SELECTED TRAINEE**

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

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

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

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

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

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

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

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

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

**12.20A** Technician Trainee will be allowed 90 working days to demonstrate his potential to meet the necessary requirements. During this 90-day period, if it is determined that such employee will be unable to become a qualified S & C Technician his training will be terminated, or in the case of a new employee hired as a Trainee Technician, will be removed from the service of the Company.

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

**12.21**Technician Trainees will be given periodic performance appraisals to monitor their progress. Such employees must continue to display a desire and aptitude to



become qualified S & C Technicians or their training will be discontinued and they will be required to revert back to the permanent position they hold.

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

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

#### **12.24**

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

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

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

#### **GENERAL**

**12.26** The Company shall provide each employee taking training with books, literature and other material to permit him through study to prepare for examinations. All S & C employees will assist Trainees to acquire the knowledge and practical experience essential for their development and proficiency in servicing S & C equipment and systems.

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

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

**12.28** An employee who is required to take training at a location which is outside of his working area but leaves and returns to his place of residence on a daily basis, will be reimbursed the actual reasonable cost of noontime meal, and will be paid travel time at pro rata rates for all time traveling if no accommodation is provided.

**12.29** An employee who is required to take training away from his working area who is unable to leave and return to his place of residence on a daily basis will be allowed actual reasonable expenses necessarily incurred. Such employee will be

paid travel time at pro-rata to a maximum of 10 hours per day for time travelling outside of regular hours of duty, except that travel time will not be allowed between 21:00 and 07:00 hours when sleeping accommodation is available.

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

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

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

### **VACATION**

**12.32**If, through mutual agreement in writing between the employee and the appropriate Company officer, an employee's annual vacation is rescheduled to enable him to take training, the provision of Article 18.8 shall not apply and the employee affected shall be granted his vacation at a mutually convenient time.

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

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

### **Employees laid-off from occupations covered by other collective agreements**

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

## **ARTICLE 13**

### **Discipline and Grievances**

#### **Discipline**

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

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

who may be on the ground when the cause for investigation occurs may hold an immediate investigation.

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

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

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

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

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

(See Appendices G and H)

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

### **Grievance Procedure**

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

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

#### **Step 1**

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

## **Step 2**

**Within 30 calendar days of receiving a decision at Step 1, the Local Representative may appeal in writing to the officer designated by the Company. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of this Agreement the statement shall identify the specific provisions involved. A decision will be rendered within 30 calendar days of receipt of appeal.**

## **Step 3**

**Within 45 calendar days of receiving the decision under Step 2, the System General Chairman of the Brotherhood may request a joint conference with the officer designated by the Company. The request for joint conference must be accompanied by the Brotherhood's contention and all relevant information to the dispute involved. The joint conference shall be arranged to take place within 45 calendar days from the time such request is received and a decision shall be rendered in writing within 45 calendar days of the joint conference.**

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

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

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

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

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

**13.14If a grievance remains unsettled following Step III, either the General Chairman of the Brotherhood and/or his/her designate or the Sr. Director, Labour Relations or his/her designate, may request of the other a meeting to discuss the grievance. Such a request shall be made within sixty (60) calendar days of the rendering of the decision at Step III.**

**13.15The time limits referred to in Steps I, II, and III and Article 13.14 may be extended by mutual agreement between the parties referred to in each instance.**

## **Final Settlement of Disputes**

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

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

**13.18**Within forty-five (45) calendar days of date of receipt of a request for arbitration the parties shall endeavour to agree on the name of the arbitrator, it being understood that preference will be given to the arbitrator(s) of the Canadian Railway Office of Arbitration and Disputes Resolution. If an agreement is not reached, the party requesting arbitration may then request the Minister of Labour to appoint an arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made no later than fourteen (14) calendar days following the 45-day period referred to in this paragraph. Grievances not docketed and scheduled for hearing before an Arbitrator, by either party, within two (2) years from the date of the filing of the Step 1 grievance, will be considered dropped, on a “without prejudice or precedent” basis, and both parties shall close their respective files. The parties may, by mutual agreement in writing, waive these time limits.

**13.19A** Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated, shall be jointly submitted to the arbitrator no less than 30 calendar days in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue, each party shall submit a separate Statement of Issue to the Arbitrator no less than 30 calendar days in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party. (The 30 day requirement may be waived by mutual agreement.)

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

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

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

**13.23**Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of this Agreement, are specifically excluded from the jurisdiction of the Arbitrator and he shall have no power to add to or to subtract from, or modify any of the terms of this Agreement.

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

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

## **ARTICLE 14**

### **Leave of Absence and Free Transportation**

#### **Leave of Absence**

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

###### **14.1**

- (a) Employees elected as System General Chairman, Regional Representatives or Local Representative, or as a delegate to any Union activity requiring leave of absence, shall be granted leave for the term of office or until completing the activity, as the case may be, for which leave of absence was granted. Applications for, or renewal of such leave for periods of one calendar month or more must be made by the Union to the Vice-President of the Region on which the applicant is employed. Pass transportation will be granted in accordance with Company policy.**
- (b) Appointive - Leave of absence to appointive Union positions such as Special Representative and Organizer, may be granted at Management's discretion, for a period not in excess of one year, in accordance with Company policy.**

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

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

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

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

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

**14.6 Employees in S & C gangs in order to get home for weekends and the men in the gang being agreeable, may, upon request to the S & C Coordinator and with the approval of the S & C Supervisor, work in excess of 8 hours per day at the pro rata rate. 40 hours worked will constitute one work week. Any time worked over 40 hours in any one work week shall be considered as overtime. Where weekly trips cannot be arranged due to the gang working a long distance from their homes and arrangements are made for the men to go home the second week, any time worked**

after the first 40-hour week will be considered as another work week and no overtime will be allowed until another 40 hours has been worked.

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

## **ARTICLE 15**

### **Mileage Allowance**

**15.1** Effective March 24, 2005 , where an automobile allowance is paid, such allowance shall be 30 cents per kilometer.

## **ARTICLE 16**

### **Sleeping Quarters**

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

## **ARTICLE 17**

### **Relief Work and Preservation of Rates**

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

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



## ARTICLE 18

### Vacations

**18.1** Employees who qualify will receive vacation pay as per the following table.

**18.2** An employee will be compensated for vacation at the rate of pay he would have earned had he been working during the vacation period or the percentage of the gross wages (whichever is higher) as reported on T-4 earnings as “ Total Earnings Before Deductions Less Taxable Allowances and Benefits ”.

#### VACATION ENTITLEMENT TABLE

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

**Note:** At the beginning of the current calendar year, employees who will meet all the qualifications as set forth in paragraph 18.2 during the calendar year will be granted a vacation allotment scheduled as though they do meet all such qualifications at the beginning of the calendar year. Any vacation granted for which employees do not subsequently qualify will be deducted from the employees' vacation entitlement in the next calendar year.

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

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

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

**18.6** An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such

vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized Local Union representative.

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

**18.8** An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Article 18.8 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

#### **Advance Vacation Payment**

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

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

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

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

**18.13** An employee who is laid off shall be paid for any vacation due him/her at the beginning of the current calendar year and not previously taken, and if not subsequently recalled to service during such year shall upon application be allowed pay in lieu of any vacation due him/her at the beginning of the following calendar year. Any employee returned to active service shall submit, within 30 days, a request to apply for her/his remaining vacation allotment.

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

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

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

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

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

#### **Pre-retirement vacation**

**18.19** Notwithstanding any other provision(s) of the collective agreement, commencing with the last day at work, employees on pre-retirement vacation will not be paid standby allowance.

## **ARTICLE 19**

### **General Holidays**

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

#### **All Provinces:**

**New Year's Day**

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

**Good Friday**

**Victoria Day**

**Dominion Day**

**Labour Day**

**Thanksgiving Day**

**Christmas Day**

**Boxing Day**

#### **Newfoundland:**

**Discovery Day  
Remembrance Day**

**Nova Scotia and Prince Edward Island:**

**Easter Monday  
Remembrance Day**

**New Brunswick:**

**New Brunswick Day (the first Monday in August)  
Remembrance Day**

**Quebec:**

**St. Jean Baptiste Day  
(in substitution for Remembrance Day)  
The first Monday in August**

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

**Civic Holiday (first Monday in August)  
Remembrance Day**

**NOTE:** If the Government of Canada designates "Heritage Day" or such other day as a general holiday, the day so designated by the Government shall be substituted for the day after New Year's Day in all Provinces except the Province of Quebec and for the first Monday in August in the Province of Quebec.

**19.2** If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories to the general holiday agreement of December 11, 1974 will substitute such holiday therefore in the province or part thereof. If such signatories fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.

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

- (a)** must have been in the service of the Company and available for duty for at least 30 calendar days. This Clause (a) does not apply to an employee who is required to work on the holiday;
- (b)** must be available for duty on such holiday if it occurs on one of his work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required;

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

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

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

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

#### **19.5**

- (a) An assigned employee qualified under Article 19.3 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.
- (b) An unassigned or spare employee qualified under Article 19.3 who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his last tour of duty prior to the general holiday.

**NOTE 1:** In the application of this Article 19.5 for weekly-rated employees "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 19.5.

**NOTE 2:** For employees working on diversified work cycles, the general holiday pay will be modified accordingly.

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

**19.7** Shifts or tours of duty commencing between 2400 hours on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

**Employees who as a part of their regular assignment work in more than one province where the holidays differ**

**19.8 Employees who by the nature of their work may be required to work in more than one province, will be granted holidays with pay on the basis of the location of their headquarters, irrespective of where they may actually be working on the holiday in question.**

**19.9 Employees who transfer their headquarters from one province to another would be granted holidays with pay on the basis of their headquarters at the time the holiday occurs.**

**19.10 Employees' transferring from one province to another shall not be entitled, if qualified, to less than or more than a total of eleven general holidays in any year.**

## **ARTICLE 20**

### **Bereavement Leave**

**20.1 Upon the death of an employee's spouse, child, still-born child, step-child or parent, the employee shall be entitled to five (5) days bereavement leave without loss of pay provided he/she has not less than three months cumulative compensated service.**

**20.2 Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandchild or grandparent, the employee shall be entitled to three (3) days' bereavement leave without loss of pay provided he has not less than three months' cumulative compensated service.**

**It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his regular wages for that period to the employee to whom leave is granted.**

**Employees who while on annual vacation are bereaved, shall be entitled to suspend their vacation and revert to bereavement status in accordance with the above.**

### **Definition of Eligible Spouse**

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

## **ARTICLE 21**

### **Attending Court or Investigation**

**21.1** Employees attending court or investigation at the request of the proper Officials of the Company, will be paid at schedule rates for each day lost, and reasonable expenses actually incurred while away from home. This will not apply where employees are required for examination for promotion, disability, to meet legal requirements or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Company.

## **ARTICLE 22**

### **Jury Duty**

**22.1** An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- (a)** An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b)** The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (c)** No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.
- (d)** Notwithstanding the provisions contained in the last sentence of paragraph (c) above an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.

## **ARTICLE 23**

### **Life Insurance Upon Retirement**

**23.1** An employee who retires from the service of the Company subsequent to January 1, 2003 will, provided he is fifty-five years of age or over and has not less than ten years cumulative compensated service, be entitled, upon retirement, to a \$7,000 death benefit, fully paid by the Company.

## **ARTICLE 24**

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

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

## **ARTICLE 25**

### **Medical and Rule Examinations**

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

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

**The above will not apply to employees directed to attend Rule Classes as a disciplinary measure, nor will employees be paid for taking rule examinations which they fail to pass to the satisfaction of the Rule Examiner.**

## **ARTICLE 26**

### **Dental and Extended Health Care Plan**

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

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

## **ARTICLE 27**

### **Injured on Duty**

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



## **ARTICLE 28**

### **Paid Maternity Leave Plan**

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

## **ARTICLE 29**

### **Employment Security and Income Maintenance Plan**

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

## **ARTICLE 30**

### **Transfer of Work**

**30.1** When through an unusual development it becomes necessary to transfer work from a seniority terminal, Division or Region, to another seniority terminal, Division or Region, not more than a sufficient number of employees to perform such work shall, in seniority order be given the opportunity to transfer, carrying their seniority rights with them. The proper officer of the Railway and the System General Chairman shall cooperate to determine the number of employees who shall transfer.

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

## **ARTICLE 31**

### **Contracting Out**

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

- (1)** when technical or managerial skills are not available from within the Railway; or
- (2)** where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3)** when essential equipment or facilities are not available and cannot be made available at the time and place required (a) from Railway-owned property, or (b) which may be bona fide leased from other sources at a reasonable cost without the operator; or

- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or**
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or**
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.**

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

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

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

**Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the System General Chairman, requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate company representative will promptly meet with him for that purpose.**

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

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

## **ARTICLE 32**

### **Casual Employees**

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

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

### **ARTICLE 33**

#### **Printing of Collective Agreement**

**33.1** The Company undertakes the responsibility for the printing and distribution of this Collective Agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

### **ARTICLE 34**

#### **Duration of Agreement**

**34.1** This agreement shall remain in full force and effect until **December 31, 2016** and thereafter, subject to **120** days notice in writing by either party to this agreement of its desire to revise, amend or terminate it. Such notice may be served any time subsequent to **September 1, 2016**.

### **ARTICLE 35**

#### **Negotiations During the Term of Agreement**

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

### **ARTICLE 36**

#### **Coverage**

**36.1** Employees who were in the service of the Company on **January 1, 2013**, shall be entitled to any amount of compensation that may be due them for time worked subsequent to **December 31, 2012**.

Signed in Montreal, Quebec this **21st** day of **December, 2012**.

For the Company :

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

**(Sgd) D.S. Fisher**  
**For: Kimberly A. Madigan**  
**Vice-President, Human Resources**

**(Sgd) Brian Strong**  
**Senior System General Chairman**  
**System Council #11, IBEW**

**(Sgd) Sylvie Grou**  
**Senior Manager- Labour Relations**

**(Sgd) Ron Hewson**  
**General Chairman**  
**System Council #11, IBEW**

**(Sgd) Matthew Glynn**  
**Chief Engineer, S&C**

## **APPENDICES**

## **APPENDIX A**

### **Union Dues Agreement Deduction of Dues**

**The Railways shall deduct on the payroll on the second payday of each month from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the IBEW System Council #11, subject to the conditions and exceptions set forth hereunder. Deductions for new employees shall commence on the second payday of the month.**

- 1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the IBEW System Council #11 which is signatory to the Agreement covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the applicable agreement excepting to conform with a change in the amount of regular dues of the IBEW System Council #11 in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the IBEW System Council #11 on receipt by the Railway concerned of notice in writing from the IBEW System Council #11 of the amount of regular monthly dues.**
- 2. Employees filling positions of a supervisory or confidential nature not subject to all the rules of the applicable agreement as may be mutually agreed between the designated Officers of the individual Railway and of the IBEW System Council #11 shall be excepted from dues deduction.**

**Deduction of dues will be made in accordance with the provisions of item # 1 of this Appendix A, unless the employee has elected not to pay sustaining dues in accordance with Article 9.5 c) Note.**

- 3. Membership in the IBEW System Council #11 signatory hereto shall be available to any employees eligible under the constitution of the IBEW System Council #11 on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the locals concerned. Membership shall not be denied for reasons of race, national origin, color or religion.**
- 4. Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.**
- 5. If the wages of an employee payable on the payroll that contains the second payday of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railways in such month. The Railway shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.**
- 6. Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.**

- 7. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Railways, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.**
- 8. The Company will pay the amounts of dues so deducted from wages to the IBEW System Council #11 by way of electronic funds transfer (“ETF”) to a financial institution designated by the IBEW System Council #11. A statement of deductions from individuals shall be remitted by the Railways to the officer or officers of the IBEW System Council #11, as may be mutually agreed by the Railway and the IBEW System Council #11, not later than forty calendar days following the pay period in which the deductions are made.**
- 9. The Railways shall not be responsible financially or otherwise, either to the IBEW System Council #11 or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the IBEW System Council #11, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the IBEW System Council #11.**
- 10. The question of what, if any, compensation shall be paid the Railways by the IBEW System Council #11 signatory hereto in recognition of services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.**
- 11. In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railways pursuant to the paragraph 1 of this Appendix A all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the IBEW System Council #11 or any of them counsel fees are incurred these shall be borne by the IBEW System Council #11. Save as aforesaid the IBEW System Council #11 shall indemnify and save harmless the Railways and each of them from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.**

## **APPENDIX B**

**April 28, 1978**

**Mr. R.E. Peer  
Chairman, Negotiating Committee  
Associated Non-Operating Railway Unions  
Suite 1 - 332 Lafleur Avenue  
Ville LaSalle, Quebec H8R 3H5**

**Dear Mr. Peer:**

**The following letter will be sent to line management:**

**"This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.**

**All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees, except Running Trades and Sleeping, Dining and Parlor Car employees, who arrive late for their assignment, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.**

**With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates, in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.**

**The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snow storm.**

**The nature of work in which the Running Trades and Sleeping, Dining and Parlor Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the collective agreements covering these employees contemplate their services being interrupted by storm conditions and there are arrangements in their collective agreements in respect thereto. Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees."**

**Yours truly,**

**FOR THE RAILWAYS SIGNATORY TO THE MASTER AGREEMENT:**

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

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



**Canadian National Railways**

**Canadian Pacific Limited**

## **APPENDIX C**

**Montreal, December 21, 2012**

**Mr. Brian J. Strong  
Senior system General Chairman  
IBEW, Council no. 11  
444 Clasky Drive  
Estevan, Sask. S4A 2N9**

**Dear Mr. Strong:**

**This has reference to our past correspondence and subsequent discussions with respect to the application of the provisions of Article 6.3 of Collective Agreement 11.1 pertaining to Overtime and Calls, and more specifically as it pertains to the three (3) hours guarantee payment.**

**During said discussions, the parties agreed that there are two (2) fundamental principles to apply in the application of Article 6.3:**

**Employees are entitled to (1) one three hours guarantee payment for a period of three consecutive hours starting with the first call they receive and even though they may receive other calls during that same 3-hour period, subsequent to the time of the initial call and as long as that initial call is not closed.**

**In line with the above, employees would be entitled to two (2) distinct three-hour payments in the event of two (2) unrelated situations where firstly an employee provides technical assistance of the telephone and then in subsequently called to report to a work location that is unrelated to the first call, even though both calls are within the limit of three hours.**

**For further clarity, the parties discussed the following examples and concluded as follows:**

**Example 1: An employee gets a trouble call at 12:00 hours and goes out to fix the problem and is done at 13:00 hours and get back to his place of residence.**

**In this case, the employee is entitled to one (1) 3-hour payment.**

**Example 2: The same employee as in example 1 above receives another call at 14:00 hours at his residence and goes out again to fix this other problem. While out fixing the problem the employee receives other calls.**

**In this case, the employee would be entitled to a new 3-hour payment for the new call received at 14:00 hours, but no additional payment for the continuous other calls received while addressing 14:00 call.**

**Example 3: An employee gets a call at 12:00 hours and resolves the matter on the phone at 12:15 hours. The same employee gets another call at 13:00 hours and resolves the issue on the phone at 13:20 hours.**

**In this case the employee is on a continuous clock from the initial 12:00 call and is entitled to (1) one 3-hour payment.**

**If the above properly reflects the understanding of the parties in this matter, please so signify below and return a copy for our files.**

**Yours truly,**

**(Sgd) Doug S. Fisher  
Senior Director Labour Relations**

**(Sgd) Brian J. Strong  
System General Chairman  
IBEW, System Council No. 11**

## **APPENDIX D**

**Montreal, Quebec April 26, 1982**

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

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

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

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

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

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

**cc: Mr. J.D. Hunter  
Mr. J.E. Platt  
Mr. R.C. Smith  
Mr. A. Passaretti**

## **APPENDIX E**

**April 26, 1982**

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

**Dear Sir:**

**This has reference to discussions during current contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.**

**This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the Brotherhood will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement, place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that he is qualified for and has the ability to perform.**

**A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.**

**Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able bodied employee believes that the provisions of this letter will result in undue hardship, the General Chairman may discuss the circumstances with the Company.**

**The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.**

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

**Yours truly,**

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

**I CONCUR:**

**(Sgd) John E. Platt**

**Vice-President  
Labour Relations  
Canadian National Railway Company**

**Vice-President  
Brotherhood of Railroad Signalmen**

## **APPENDIX F**

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

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

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

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

**FOR THE COMPANY:**

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

**FOR THE BROTHERHOOD:**

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

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

## **APPENDIX G**

### **CANADIAN NATIONAL RAILWAY COMPANY**

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

#### **1. Coverage**

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

#### **2. Duration**

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

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

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

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

- (a)** Subject to the provisions of Item (a) (ii) of Section 5 hereof, minor incidents will be handled without the necessity of a formal investigation.
- (b)** Such incidents will be investigated as quickly as possible by a proper officer(s) of the Company and subsequently reviewed with the employee(s) concerned.
- (c)** In cases where the assessment of discipline is warranted, the employee will be advised in writing within 28 calendar days from the date the incident was reviewed with the employee except as otherwise mutually agreed. A copy of the Incident Report and a copy of the Form 780 issued will be sent to the System General Chairman.
- (d)** When an employee is notified of the conclusions reached by the Company, and of the discipline assessed if any, he shall, if such are not acceptable to him, advise the proper officer of the Company in writing within 20 calendar days of receipt of such notification:



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

## **5. Formal Investigation**

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

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

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

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

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

**System General Chairman**

**Local Representative**

**Designated Employee Representative (holding "employee status")**

### **(d) Where an employee so wishes, an accredited representative may appear with him at the hearing. Prior to the commencement of the hearing, the employee will be provided with a copy of all of the written evidence as well as any oral**

evidence which has been recorded and which has a bearing on his involvement. The employee and his accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Company Officers where necessary) whose evidence may have a bearing on his involvement. The questions and answers will be recorded and the employee and his accredited representative will be furnished with a copy of the statement.

- (e) If corrective action is to be taken, the employee will be so notified in writing of the Company's decision within 28 calendar days from the completion of the employee's investigation, unless otherwise mutually agreed. Such notification will be given at the same time or after the employee is personally interviewed by the appropriate Company Officer(s) unless the employee is not available for such an interview within the time limit prescribed.
- (f) Employee will not be held out of service pending investigation unless:
  - (i) the circumstances of the incident are such that there is reason to believe that the employee's continued performance on the job could constitute a hazard to himself, other persons or the operations;
  - (ii) the offence is considered sufficiently serious to warrant such action;
  - (iii) it is essential to carrying out the investigation.
- (g) Except as otherwise mutually agreed, the investigating officer shall be an individual who is in the best position to develop all of the relevant facts, provided such individual is not emotionally involved with the incident.

## **General**

6. An employee who is held out of service while under investigation, except in cases where the offence with which charged is of a nature which may result in suspension or dismissal, will be paid at schedule rates for each working day lost up to a maximum of one day for each twenty-four (24) hours, less any amount earned in other employment. Suspension will commence from the date the employee is removed from service. Dismissal will be effective on the date the decision is made to dismiss the employee.
7. An appeal against discipline imposed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, the employee will be paid at schedule rates for each day lost up to a maximum of one day for each twenty-four (24) hours, less any amount earned in other employment. He will also be reimbursed for any reasonable expenses incurred if required to be away from home in connection with the investigation.

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

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

**FOR THE COMPANY:**

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

**FOR THE UNION:**

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

## **APPENDIX H**

**December 21, 2012**

**Mr. Brian J. Strong  
Senior system General Chairman  
IBEW, Council no. 11  
444 Clasky Drive  
Estevan, Sask. S4A 2N9**

**Dear Mr. Strong:**

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

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

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

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

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

**The informal procedure is designed to be simple and easily understood. It does away with the need for any formal statement taking and the traditional question and answer format. It is hoped and indeed expected that this new approach will tend to**

**eliminate or at least substantially reduce the apparent friction caused by the formal method.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Yours truly,**

**Yours truly,**

**(Sgd) Doug S. Fisher  
Senior Director Labour Relations**

**(Sgd) Brian J. Strong  
System General Chairman  
IBEW, System Council No. 11**

## **APPENDIX I**

**December 10, 1985  
8311-1-10**

**Our Files: 8311-1,**

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

**Dear Mr. Platt:**

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

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

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

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

**On temporary construction gangs, S & C Apprentice positions will be bulletined without gang numbers or assigned territory. Successful applicants will be considered as unassigned and may be required to work anywhere on their Region.**

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

**Also of a concern, were those employees who were hired prior to 1 January 1985 and as a result held dual seniority as S & C Helper/ Apprentice but were not as yet enrolled in the Training Program. We agreed that if such employee was able to successfully pass the Company selection process for the position of an S & C Apprentice he would continue to be paid pursuant to Article 3.1(A) of Agreement 11.1. In the event that the employee is unable to pass the Company selection process, he will forfeit his S & C Apprentice seniority and his Apprentice step rate will be frozen until such time as the wage adjustments through national negotiations bring the S & C Helper rate equal to or above the frozen rate, at which time the employer will revert to the S & C Helper rate.**

**A laid off employee who was hired prior to 1 January 1985 and as a result held dual seniority as S & C Helper/Apprentice but is not as yet enrolled in the Training Program, will have the Company's selection process administered prior to recall to service. If the employee is able to pass the Company selection process he will, upon return to work, receive the appropriate S & C Apprentice rate pursuant to Article 3.1(A). If he is unable to pass the Company selection process he will forfeit his S & C Apprentice seniority and will only be subject to recall as an S & C Helper at the S & C Helper rate.**

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

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

**Yours truly,**

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

**I CONCUR:**

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



## **APPENDIX J**

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

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

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

**and**

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

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

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

**FOR THE COMPANY:**

**(Sgd) T.D. Ferens**  
for: Assistant  
Vice-President  
Labour Relations

**FOR THE UNION:**

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

**(Sgd) R.E. McCaughan**  
National Vice-President

**(Sgd) A. Cunningham**  
National Vice-President

**APPENDIX K**  
(See Appendix Q)

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

It is agreed that:

- 1. A notice will be posted advising employees when Technician Trainees are to be trained for R.T.C. Centres, Hump Yards, Radio Shops or other S & C centres. The notice will be posted, in a format that has been approved by the Steering Committee.**
- 2. A Technician Trainee's permanent position will be filled temporarily during the training period. In the event that such permanent position is abolished or claimed by a senior employee in the exercise of displacement rights; the Technician Trainee will be required to declare displacement rights onto another permanent position.**
- 3. In the eventuality that there are no qualified applicants for an S & C Technician position in an R.T.C. Centre, Hump Yard, Radio Shop or other S & C centre; the Technician Trainee who first commenced training at the particular location, will be awarded the position provided that such Trainee is considered sufficiently qualified to perform S & C Technician duties.**
- 4. A Technician Trainee will not be restricted from bidding other permanent positions during the training period, but will not be released to fill such position until completion of training. Except as provided in Items 5 and 6, a Technician Trainee will be compensated at the basic rate of the permanent position held.**
- 5. An S & C Foreman or S & C Testman who is selected as a Technician Trainee will be compensated at the basic rate of an S & C Technician during the training period.**
- 6. A Technician Trainee who is awarded a permanent S & C Foreman or S & C Testman position during the training period will be compensated at the basic rate of an S & C Technician while in training.**
- 7. During the training period, a Technician Trainee is not subject to being displaced.**
- 8. It is understood that the purpose of establishing Technician Trainees is to ensure that a future source of qualified S & C Technicians is maintained.**
- 9. Except as otherwise provided herein, the terms of Agreement 11.1 are applicable.**

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

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

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

**FOR THE COMPANY:**

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

**I CONCUR:**

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

## **APPENDIX L**

**March 24, 2005**

**Mr. Kevin Kearns  
Senior System General Chairman  
IBEW Council No. 11  
P.O.Box 429  
Boston Bar, B.C.  
VOK 1C0**

**Dear Mr. Kearns:**

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

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

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

### **Qualification:**

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

### **Travel Assistance**

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

- (a) Train service; or**
- (b) Company vehicles; or**
- (c) A fixed expense allowance to be determined as follows: An amount equal to the average of the mileage rate for the eastern and western Regions multiplied by 175 miles and rounded to the nearest five cents; or**
- (d) A mileage allowance which is to be determined separately for the eastern and western Regions. Such allowance will be based on actual bus fares in effect on August 1st of each year on sample bus routes. The sample bus routes to be**

used are attached as Exhibit A. The fares will be converted into an average mileage rate and rounded to the nearest cent. For example, if a round trip is 104 miles and costs \$10.00, the cost per mile is therefore  $\$10.00 \div 104 = 9.62$  cents. Sample bus fares, once converted, are then averaged to determine the applicable mileage rate; or

- (e) Any other means which meets the criteria mentioned in the first paragraph of this letter; or
- (f) Any combination of a, b, d, and e above.

The adequacy of train service where it is considered as a means for weekend travel is of course a very relative matter. Waiting time, travelling time, and the alternatives available must all be considered. The basic criteria are that the means used must be fair and practical, must not interfere with the performance of the work and must not place an unreasonable economic burden upon the Company. . Where there is a difference of opinion between an employee and his Supervisor in this regard, the issue will be brought to the attention of the Regional or System General Chairman and the Manager, S&C in order to confer in an effort to resolve the difference.

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

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

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

**Administration:**

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

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

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

Yours truly,

**Kim Madigan**  
Vice-President  
Labour Relations - North America

I CONCUR

**Kevin Kearns**  
Senior System General Chairman

## **EXHIBIT A**

### **Sample Bus Routes**

#### **Prairie Region**

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

#### **Mountain Region**

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

#### **Atlantic Region**

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

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

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

#### **Great Lakes Region**

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

## **APPENDIX M**

**December 21, 2012**

**Brian J. Strong  
Senior General Chairman  
Intl. Brotherhood of Electrical Workers,  
System Council #11  
1 Katepwa Place, Box 1388  
Fort Qu' Appelle Saskatchewan  
S0G-1S0**

**Dear Mr. Strong:**

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

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

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

### **Vacation Coverage**

**Technicians with standby and Maintainers with standby, who are not part of a SDU, yet are required by the Company to protect calls on additional territories during their normal work week and on their normal rest day, in instances of the temporary absence of a regular employee due to vacation encompassing a full calendar week, will be compensated an additional ten hours per calendar week (8 hours in standby pay for their normal rest day and an additional 2 hours in standby pay to cover that week), unless the Company determines that coverage is not required. This does not absolve the Company from abiding by the provisions of Article 7.6.**

**The foregoing is based on a 6-1 schedule. When an Article 4.7 arrangement is in place that provides for alternating weekends on-call, the amount paid would be 20 hours over a two consecutive week period. However the vacation schedule and the call schedule would have to be integrated so that the total number of Call Days requiring protection is consistent with the provisions of article 18.3. For example, if vacation is taken in one week increments, the total number of weeks of payment would not exceed the number of weeks of vacation of the call partner. If a call**

**partner has 6 weeks of vacation, an employee required by the Company to protect calls on adjacent territories during the week and on their normal rest day, in instances of the temporary absence of a regular employee due to vacation encompassing a full calendar week would be compensated an additional 10 hours in standby pay for a maximum of 6 weeks. If vacations are taken in 2 week increments payments would be of 20 hours for a maximum of 3 payments.**

**Where arrangements have been made for employees to work alternate work cycles that result in additional rest days and call days (e.g. 4/3), no payments in addition to the aforementioned ten hours (8 and 2 hours) will be made for vacation relief.**

**Where arrangements have been made for more than two employees to cover calls in an arrangement that results in fewer overall call days, vacation relief will be provided by the employees without additional cost to the Company.**

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

**Yours truly,**

**I CONCUR.**

**(Sgd) D.S. Fisher  
Kimberly A. Madigan  
Vice-President, Human Resources**

**(Sgd) Brian Strong  
Brian Strong  
Sr. General Chairman**



## **APPENDIX N**

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

**IT IS AGREED** that:

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

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

**Note:** Employees compensated under Item (c) above, who travel back to their place of residence daily instead of availing themselves of the benefits of Item c), will be compensated in accordance with the mileage allowance (for actual kilometres travelled) as contemplated by Article 15 up to a maximum of the daily all-inclusive allowance as provided in Item 1.

It is understood that employees who travel home must do so for the entire work cycle they are working.

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

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

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

<b>Year</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Total</b>
<b>2012</b>	<b>\$8.65</b>	<b>\$14.40</b>	<b>\$18.53</b>	<b>\$41.57</b>

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

- 1. Effective January 1, 2012 : \$109.67.**
- 2. In instances of bona fide illness or job related injury, the all inclusive expense allowance will be maintained for up to 3 days.**

- 3. Reimbursement of the all inclusive expense allowance will be made through the Direct Deposit System (D.D.S.) once per pay period by adding it to the employee's regular wages as a separate item.**
- 4. The payment of the all inclusive expense allowance will supersede any form of living, meals and/or transportation expenses or allowance, including weekend travel assistance which are provided by the Company. Notwithstanding the preceeding, effective January 1, 2008 a weekend travel assistance in the amount of 16 cents per kilometer is allowed to assist employees with weekend travel. As per Appendix R, the determination of the applicable means of transportation will rest with the appropriate Company Officers.**

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

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

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

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

**S & C Coordinators may, upon so indicating in writing to the S & C Supervisor, elect to be afforded expenses under Option b). This provision does not apply when the Company has invoked option a.**

**Signed in Montreal, Quebec this 21st day of December 2012**

**FOR THE COMPANY**

**Kim Madigan  
Vice-President  
Labour Relations - North America**

**FOR THE BROTHERHOOD**

**Brian J. Strong  
Senior System General Chairman**

## **APPENDIX O**

**28 May 1992**

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

**Dear Mr. Cunningham:**

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

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

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

**Yours truly,**

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

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

## **APPENDIX P**

### **VOLUNTARY STAND-BY ALLOWANCE**

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

- 1) A voluntary system of rotational stand-by has been developed for two or more interested employees. Under this arrangement, employees will continue to work their regular hours. However, after regular hours, an employee will provide stand-by protection for more than one territory for a period of seven (7) days (or multiple thereof) on a rotation basis with one or more employees. Unless otherwise agreed between the employees, Local Representative and the Supervisor involved, the seven (7) day period will commence upon completion of regular hours on Friday and terminate on the next Friday at the commencement of regular hours of work. Hereunder, are the rules governing the voluntary stand-by.**
- 2) The voluntary stand-by allowance will be based on a seven (7) calendar day period or multiple thereof unless otherwise agreed between the employees, Local Representative and the Supervisor involved. The seven (7) day period will commence upon completion of regular hours on Friday and terminate on the next Friday at the commencement of regular hours of work.**
- 3) In view of the intermittent character of the work of certain S & C Coordinators, S & C Technicians, S & C Leading Maintainers, S & C Leading Mechanics, S & C Maintainers, S & C Mechanics, S & C Assistants, S & C Apprentices and S & C Helpers, they will be paid in addition to their regular earnings for time actually worked, a stand-by allowance of nine (9) straight time hours per week at the applicable hourly rate of the job they occupy. Employees will receive this allowance when protecting the agreed to territory(ies) as defined in item 5 below. Employees who elect the voluntary stand-by allowance, when not protecting the agreed to territory(ies) as defined in item 5 below, will be paid on the basis of forty (40) hours per week at schedule rates.**
- 4) Employees will be paid in accordance with Article 6 for work performed outside of regular hours during the period of time they are covering the agreed to territory(ies) as defined in item 5 below.**
- 5) Two or more employees, working on different territories, desiring to enter into a voluntary stand-by arrangement, will jointly approach their Supervisor and their Local Representative. The Supervisor will not unreasonably withhold approval of the arrangement. If, due to operational requirements, the arrangement cannot be approved, the Supervisor will provide an explanation to the Local Representative and to the employees involved.**
- 6) Such arrangement will be for periods of six (6) months and will be renewed automatically unless canceled by a participating employee, the Local Representative or the Supervisor upon thirty (30) days' written notice to the other parties prior to the expiration of any six (6) month period.**

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

## **APPENDIX Q**

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

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

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

### **12.17**

- (a)** Employees selected as Technician Trainees shall be paid the basic rate of pay of the classification from which assigned, pursuant to the provisions of Article 3 of Collective Agreement 11.1. During the training program employees will not be entitled to receive any stand-by allowance payments.
- (b)** A Technician Trainee who does not have Maintainer/Mechanic or Leading Maintainer/Mechanic seniority will be accorded the appropriate seniority date and rate of pay at the time a Helper or Apprentice who is junior in seniority to the Technician Trainee acquires such seniority.
- (c)** The employees identified in item 12.17 (a) above, will retain the right to return to their former permanent position for a period of 90 days coinciding with the commencement of their training period. Afterwards, their positions will be bulletined, permanently, if necessary, pursuant to the bulletining provisions of Collective Agreement 11.1.

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

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

### **12.20**

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

- (b) While in training, employees will not be entitled to bid out for the duration of the training program. New employees hired as Technician Trainees will only establish seniority in accordance with the provisions of Collective Agreement 11.1.**
- (c) Technician Trainees will be monitored throughout the training program to ensure that they are progressing in accordance with training standards. They will be kept informed of their progression by their immediate supervisor and properly notified when it is discovered that they are experiencing difficulties in certain aspects of the training program.**
- (d) Newly-hired Technician Trainees who fail to demonstrate their potential to meet the necessary training requirements at any point in time during training will be dismissed from the service of the Company. In the case of employees having been assigned to such positions by bid, they will retain their rights to return to their former permanent positions for a period of 90 consecutive calendar days coinciding with the commencement of their training. Following this 90 day period, they will only be allowed to displace in a Installation gang until such time as they can exercise their seniority.**
- (e) At the conclusion of the training program, Technician Trainees will be required to successfully pass the appropriate tests. Unsuccessful Trainees will be governed by the provisions of 12.20 (d) above. In certain exceptional circumstances, the steering committee may review a case and, if deemed appropriate, may allow an employee another opportunity to write the test.**

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

**12.22**Upon successful completion of the Technician Trainee Program, including the provisions of Article 10.14 (a) of Collective Agreement 11.1, the employees will be issued a certificate stating they have successfully qualified as S&C Technicians. They will only establish seniority in the classification of S&C Technician upon being awarded a permanent position as such. They will also be entitled to bid on all positions in line with their seniority.

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

**12.24**When there are no qualified Technicians available, then Technician Trainees will be required to fill S&C Technician positions up to a maximum of 90 working days. Beyond that, a rotation will be implemented among the other Trainees for the

same period of time. This will not constitute qualification as a Technician. Only successful completion of the Technician examination will constitute such qualification.

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

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

Signed in Montreal, Quebec on June 14, 1995

**FOR THE COMPANY**

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

**(Sgd) R. Porath**  
Assistant Chief Engineer  
Signals and Communications

**FOR THE BROTHERHOOD:**

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

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



## **APPENDIX R**

**May 3, 1995**

**LR8311-1**

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

**Dear Mr. Cunningham:**

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

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

**It has been agreed that:**

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

**Yours truly,**

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



**APPENDIX S**

**December 21, 2012**

**Mr. Brian Strong  
Senior General Chairman  
International Brotherhood of  
Electrical  
Workers  
System Council #11  
1 Katepwa Place, Box 1388  
Fort Qu'Appelle, Sask, S0G 1S0**

**Dear Mr. Strong,**

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

**This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass privileges of 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, 2016 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 Senior System General Chairman concerned notified.**

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

**Yours truly,**

**I CONCUR.**

**(Sgd) D.S. Fisher  
For Kimberly A. Madigan  
Vice-President  
Human Resources**

**(Sgd) Brian J. Strong  
Brian J. Strong  
Senior General Chairman**

## **APPENDIX T (Part 1)**

**Montreal, Quebec, March 13, 1998 O/F: 8200-97-5**

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

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

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### **PRELIMINARY REPORT ON STANDBY**

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

**The Committee was comprised of:**

**Messrs. John Platt, International Representative IBEW, Ottawa, Ont.  
Kevin Kearns, Local Representative, Boston Bar, B.C.  
Rick Dixon, Local Secretary/Treasurer, London, Ontario  
Normand Dionne, Manager Labour Relations, Montréal, Qué.  
Wayne Krauskopf, S & C Officer, Edmonton, Alta.  
Terry O'Shell, S & C Supervisor, Toronto, Ont.**

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

**During these meeting various concerns/problems were raised by the participants. Some of these concerns/problems are listed below:**

- **The 1993 re-organisation affected manpower**
- **Size of the Territories and travel time**
- **Shortage of staff**
- **Too much time on Standby**
- **Poor quality of life**
- **Vacation relief is often not provided**
- **Monetary compensation for being on call on other territories**
- **\*\*Drug and Alcohol policy for employee on standby**
  - **The P.N.M.S System**
  - **How does drug and alcohol policy relate to the way we relieve employee on Standby**

- **Who decides who is going to be on Standby and who is responsible for updating this information**
  - **What information do we need to be recorded in the System with regards to availability for Standby**
  - **Who approves these decisions and how are they approved**
  - **Standby arrangement are not standard across the System**
  - **Workloads too heavy when required to cover adjacent territories**
  - **Definition of adjacent territories**
  - **Additional duties and equipment created work overloads**
  - **Lack of qualified employees to fill vacant positions**
  - **Existing workforce ageing and no relief**
- \*\* Due to the complexity of the problems related to the Dug and Alcohol policy, this matter will be dealt separately.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **APPENDIX T ( PART 2 )**

**MEMORANDUM OF AGREEMENT** between the Canadian National Railways and the International Brotherhood of Electrical Workers Council # 11 governing Self Directed Units (SDU).

After a considerable amount of discussion, the Union/Management Negotiating Committee agree that the Agreement should be renewed.

Based on experience, the Committee does believe that a number of clear guidelines are required for the SDU members and the Supervisors in the field.

The concept of the SDU was based on a Unit consisting of four Maintainers and a Maintainer Rover. It is realized that in some areas of the country, geographical considerations dictate variations where appropriate adjustments have to be made. It is also understood that the Agreement is contingent on performance and budget criteria being met.

### **Definition:**

**Maintenance Territory:** A territory staffed by a combination of 2 or 3 S&C Maintainers who will be responsible for the day to day activities within that territory.

**Maintenance Unit:** May be comprised of 1 or 2 Maintenance Territory (s)

**Maintainer Rover:** S&C Maintainer who will assist other S&C Maintainers within the Unit. Assignment may include (but are not limited to) tasks which require 2 employees, relief (including vacation relief) support to EFO operations. The Maintainer Rover will be considered a standby position and will be entitled standby pay pursuant to Article 4 of the collective agreement and can be included in the Unit's call arrangements as scheduled by the Unit. The Maintainer Rover would not be required to be on call for another Unit unless the issue is discussed with the SDU and an effort is made to reach a mutual agreement.

It is permissible that the Rover's duties can be transferred between employees within the Unit, this with the agreement of the SDU and consultation of the Supervisor.

**Self Directed Unit:** Under certain guidelines and parameters, the S&C Maintainers (including the Maintainer Rover) working within a Maintenance Unit will be accountable and responsible for the work to be performed on the Maintenance Unit.

## **General Principles:**

- 1. Both parties will meet at minimum quarterly to review and monitor the impact of the agreement on the employees and the operation. Additionally, the application of this agreement will be closely monitored by the System General Chairman and Labour Relations with the objective of resolving issues prior to becoming formal grievances.**
- 2. As far as practical, the Company will keep SDU's fully staffed. If a Unit is understaffed for a period of time, it will be up to the Unit to advise the Supervisor as to how they will cover the vacant position. Such situation may involve penalty payments.**
- 3. It is not the intention of the Agreement that there be any change in the bulletining procedures. That is, if a vacancy occurs, the position where the vacancy occurs will be bulletined. In other words, it is not permissible that the employees within the Unit arrange themselves and the position left goes to bid.**
- 4. It is also agreed that, during regular working hours, there could be temporary situations where the workload on a particular Unit is such that assistance is necessary. In situations such as this, an employee could be temporarily loaned to another Unit. It is understood that this should be kept to a minimum and finalized by the Supervisor in consultation with the Unit.**
- 5. This agreement supersedes any articles of the collective agreement that might be in conflict with its content. In such cases, the System General Chairman and the Labour Relations Manager shall discuss the issue.**
- 6. This agreement does not supersede any articles of the Employment Security and Income Maintenance Agreement.**

## **Coverage and Hours of work:**

- 1. Each territory will have live (i.e.: employee at work on the Maintenance Unit) coverage for Monday through Friday.**
- 2. The Self Directed Unit (SDU) will be responsible and accountable for:**
  - a) 24 hour per day / 7 days per week / 365 days a year protection of the Maintenance Unit.**
  - b) Standby coverage.**
  - c) Deployment of the Maintainer Rover**
  - d) Vacation Relief.**
  - e) Planning of support activities.**
  - f) Ensuring arrangements are in compliance with regulatory requirements.**

**NOTE 1: Should members of the SDU be unable to resolve an issue that they have control over will be referred to the S&C Supervisor for final resolution.**

**NOTE 2: Where practicable and as arranged with the S&C Supervisor, more than one employee, may be permitted to take vacation. These**



arrangements must meet the requirement of Operations, testing and budget to the extent that there will not be cost additional to present controllable expenditures. SDUs will determine their vacation schedule between December 15<sup>th</sup> of the previous year and January 31<sup>st</sup>, and must submit the schedule to their supervisor by February 1<sup>st</sup>. SDU's that do not submit their vacation schedule prior to February 1<sup>st</sup> shall be required to take their vacation at a time to be prescribed by the Company.

3. The **Self Directed Unit** will decide amongst themselves the hours of work each member of the unit will be working.
4. The **Unit** will also choose work cycles. The choice of work cycles will be as follow:
  - a) **Five days of work (8 consecutive hours including a 20 minutes paid meal period) followed by two days off, or**
  - b) **Four days of work (10 consecutive hours including a 20 minutes paid meal period) followed by 3 days off.**
  - c) **Work cycle arrangements can be reviewed every six months.**

**NOTE:** In the application of 4b) above, 4 / 3 work cycle will be permitted contingent upon meeting certain criteria and performance measures to be found under "General Comments". Specifically, one requirement is that it would not significantly increase overtime. In regard to situations where it is known well in advance (Supervisors must advise the Unit as far in advance as possible) that a certain workload is required, the SDU is expected to adjust their schedule to accommodate the requirements, particularly in dealing with work with other departments, to minimize overtime. This should have particular application on Mondays and Fridays.

5. With the four and three work cycle, it is possible for the unit to arrange a certain amount of "four day weekends".
6. It is the responsibility of the SDU to keep the Supervisor fully advised of their schedule and subsequent changes. It is not acceptable to pass scheduling problems to the Supervisor without a serious attempt by the SDU to resolve the issue. However, once a scheduling issue is passed to a Supervisor, he will have full authority to solve the issue, which could include the changing of working hours and days off. The SDU must provide the Supervisor with each member's work schedule, rest days, on call days, hours of work and vacation for the year. Should there be any changes to that schedule, the SDU will advise the supervisor 5 days prior to the schedule change, unless there are unforeseen personal emergencies. If the SDU does not provide this information on time, the Supervisor will have full authority to solve the issue at no additional costs to the Company.
7. The SDU is responsible for updating the on-call system in advance, of after hour and rest day coverage arrangements.

**8. In the application of Article 4 of Agreement 11.1, territories within a Maintenance Unit will be considered adjacent territories. Standby coverage for a Maintenance Unit will only be provided by the employees of that Maintenance Unit.**

## **Penalty payments**

- 1. This will confirm that when penalty payments apply, and an individual is required to cover an additional territory within his SDU, during the week and on his normal rest day, the Company will compensate that individual an additional 20 hours in standby pay over a two-week period, unless the Company determines that coverage is not required. This does not absolve the Company from abiding by the provisions of Article 7.6.**
- 2. The above agreement is predicated on the guarantee that the SDU in question will ensure coverage of this vacancy through agreement among the SDU members. In exceptional circumstances, the SDU may have to arrange coverage outside of the SDU. It is understood that the Company will not incur any additional cost or response time delays due to this coverage.**

## **Agreed upon understanding:**

- 1. If a 3 man SDU, one individual is on vacation and another falls sick, penalty payments kick in immediately. 3-man SDU, everyone is there and one individual falls sick, if still off after 30 days, Company will temporarily replace the individual or penalty payments will apply.**

**The inclusion of the understandings of the letter dated June 25, 2009, into the Agreement does not modify or amend any of the parties' original agreements and understandings of the applications of the SDUs or penalty payments except as indicated herein above.**

## **General Comments:**

**The Company will establish performance criteria for SDU's to ascertain that the Units perform to the expected level of productivity and availability to meet operational requirements. The criteria will be updated annually and monitored throughout the course of the year. These efficiency criteria may include, but not limited to the following:**

- overtime**
- GI Test Completion**
- Service Bulletin completion vs System norms**
- MTTR (mean time to repair) and MTBF (mean time between failure)**
- Average response time**
- Average number of trouble calls for the Unit and repeat calls**

**It is understood that workload demands and operational requirements may require an SDU to adjust shift start times. The ability of an SDU to meet this requirement will also be one of the criteria to evaluate performance.**

**It is further understood that should any Self Directed Unit not meet the established performance criteria, the Union (regional representative) will be advised of the situation and the parties will review the issues within 7 calendar days and after such review, if the required improvements are not met by said SDU, then the Company**

will have the right to revert this SDU to a 5/2 work cycle until such time that the Company is satisfied that it can meet the established performance criteria.

Once reverted to a 5/2 cycle, the General Chairman will be advised. If after 30 calendar days, the required improvements are not met by said SDU, the SDU will be dissolved and those employees will no longer be governed by this Appendix. However, the General Chairman may approach the Company to review restoring the SDU after 6 months have elapsed, if circumstances have changed.

It is recognized that some situations for which the SDU is responsible cannot be resolved without the involvement of the Supervisor. On the other hand, the SDU agreement was intended to give employees more opportunity to resolve their own issues. In most situations, employees and Supervisors have worked and will continue to work together to resolve problems. The SDU Agreement was intended to enhance this cooperative approach.

It was acknowledged the SDU's required some improvement in fulfilling their responsibilities and it was felt that these guidelines would assist them in understanding their responsibilities. It was also agreed that in the application of the Agreement, the Union and the Company must support its intent and spirit. Furthermore Engineering Supervision must plan and provide more advanced information on work requirements.

Both parties will ensure the intent and spirit of the Agreement are being properly applied. Engineering management will monitor performance measures. Both parties will communicate issues to the other, as required, with the objective of resolving them within the principles of the Agreement and these guidelines. In addition, and as outlined in the Agreement, meetings will be held at least four times per year to discuss and resolve SDU issues.

It has been agreed to extend the SDU agreement for the duration of the new contract ending December 31, 2016. During this period, the parties agree to suspend the annual cancellation clause, which read "either party may, upon written notification to the other party, advise (between September 1<sup>st</sup> and 30<sup>th</sup> of any year) of its intention to cancel the agreement on January 1<sup>st</sup> of the following year.

Signed in Montreal, QC on this 21<sup>st</sup> day of December, 2012.

**For the Company**

**(sgd.) D.S. Fisher**  
**For: Kim Madigan**  
**Vice-President**  
**Labour Relations North America**

**For the Brotherhood**

**(sgd.) Brian Strong**  
**Senior System General Chairman**  
**International Brotherhood of**  
**Electrical Workers**  
**System Council # 11**



## APPENDIX U

December 16, 1998

O/F: 8200-97-5

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

**Mr. Cunningham:**

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

**iv) Employees On-Call**

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

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

**(Emphasis added)**

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

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

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

**Similarly, employees in the situation described in Article 4.6 of the agreement should keep in mind that even though they are not subject to call on their rest day,**

they will be called on occasion and if available “may” accept such call. The language of Article 4.6 is clear and unambiguous, the responsibility to accept or to refuse the call lies entirely with the employee.

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

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

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

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

Yours truly,

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

## **APPENDIX V**

**Montreal, Quebec, March 13, 1998**

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

**Dear Mr. Cunningham:**

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

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

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

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

**Yours truly,**

**I agree:**

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

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



## **APPENDIX W**

**January 30, 2001**

**Mr. L. Couture  
Senior System General Chairman &  
Secretary-Treasurer  
International Brotherhood of  
Electrical Workers  
73 F.X. Garneau  
Beloeil, Quebec  
J3G 3G3**

**Mr. K. Kearns  
System General Chairman  
International Brotherhood of  
Electrical Workers  
PO Box 429  
Boston Bar, British Columbia  
V0K 1C0**

**Gentlemen:**

**During negotiations the parties discussed at length on the subject of movement of employees between the Maintenance and Installation groups, and Appendix I of the Agreement.**

**Both parties agreed to resolve the issues based on the following principles:**

- 1) The Company may establish some permanent S & C Apprentice positions in Maintenance. Employees assigned to these positions will be restricted to certain Maintenance positions until they become fully qualified as S & C Maintainers.**
- 2) a) For the term of the contract, there will be a maximum of two employees of an SDU that can be away on temporary Installation assignment at any given time.**  
**b) The Company voiced serious concerns in regard to the protection of its operations if two employees of one SDU would vacate their job on Maintenance to occupy temporary job on Installation. Should the situation arise, the Union will work with the Company with the view of resolving the situation.**
- 3) Two positions of Apprentices will be created on permanent S & C Gangs. These positions will not be bulletined, but will be offered in seniority order to employees. These positions will exist for as long as they are required.**

**With time, the Helper classification will be abolished and the work they perform will be assigned to Casual Employees.**

**If you agree that the above properly reflect the content of our discussion and resolve the issue raised in regard to Appendix I please so indicate by signing in the place provided below:**

**Yours truly,**

**We agree.**

**(sgd) Richard J. Dixon**  
**Vice-President, Labour Relations**  
**and Employment Legislation**

**(sgd) L. Couture**  
**Senior System General Chairman**  
**and Secretary-Treasurer**

**(sgd) K. Kearns**  
**System General Chairman**

## APPENDIX X

Montréal, Québec, April 9<sup>th</sup>, 1999

O/F: 8311-01001  
Your:

**Mr. Luc Couture  
Senior System General Chairman &  
Secretary-Treasurer  
International Brotherhood of Electrical Workers  
System Council No. 11  
73 F.X. Garneau  
Beloeil, Québec  
J3G 3G3**

**Mr. Couture:**

**This letter will confirm our meeting of April 6<sup>th</sup> 1999, during which we discussed the concerns your Organization raised in regard to the Company Policy to Prevent Workplace Alcohol and Drug Problems. Also present at the meeting was Joan Watt, Manager Pension and Benefits.**

**One of the concerns raised by the IBEW revolved around the definition given to the term “subject to duty or considered on duty” contained in Appendix U of the existing 11.1 collective agreement. Currently, the definition is :**

**iv) Employees On-Call**

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

**As mentioned during our meeting, and because of the unique standby requirement contained in the IBEW collective agreement, the Company agrees that standby employees will not be considered on duty or subject to duty as per the Union Management Agreement on the Control of Drug and / or Alcohol Abuse (The Rule “G” / Rule “E” By-pass Agreement) and CROA Case No. 557, until such time as they accept a call.**

**If problems arise as a result of these modifications, the Company and the Union will meet promptly to address the situation.**

**You also raised some questions as to which of the Union / Management Agreement on the Control of Drug and / or Alcohol abuse or the Policy to Prevent Workplace Alcohol and Drug Problems or for that matter the Collective Agreement took precedent over which.**

**In order to alleviate any of your concerns on that question let me reiterate what was already mentioned verbally. The Collective Agreement and as a matter of fact, all Collective Agreements including the Union Management Agreement on the Control of Drug and / or Alcohol Abuse take precedence over the Policy.**

**Lastly, you questioned the right of supervisors to question employees on the fact that they were on medication and if so what medication they were taking. On this point let me refer you to page 21 of the Policy Paragraph 2 and 3.**

**These paragraphs clearly indicate that the onus of managing potential impairment during working hours due to legitimate use of medication lies entirely with the employees.**

**Insofar as the Supervisor's right to question employees on the fact that they might be on medication is concerned, it is the Company's position that, for justifiable causes, a Supervisor has the right to know if an employee is on medication. However, his/her right is limited to just this. Supervisors have no right to know which over-the-counter or prescription medications employees are using. Miss Watt supplied you with some training material, which states just that and further explains the purpose of Appendix C, page 61 of the Policy Handbook**

**In the event that an employee's doctor determines there is no suitable alternative medication that would not have a negative impact on performance, concerns must be brought to the attention of Medcan. In this situation, as mentioned by Normand Dionne, employees are required to adhere to any Medcan recommendations concerning modified work, if available.**

**Because S&C Maintainers often work in small communities, the amount of modified work available may be quite limited. The Company therefore agrees that in the event the Company supervisor has no alternative work suitable for such an employee represented by your organization, the System General Chairman and the Vice-President, Labour Relations and Employment Legislation (or his delegate) will meet to try to resolve the situation.**

**If you agree that the above satisfies your concerns toward the implementation of the Policy to Prevent Workplace Alcohol and Drug Problems and that you will withdraw from the arbitration case presently being heard by Arbitrator Picher on this matter, would you please so indicate by signing and returning a copy of this letter to the undersigned.**

**Yours truly,**

**Assistant Vice-President  
Labour Relations and  
Employment Legislation**

**I agree,**

**Senior System General Chairman  
International Brotherhood of Electrical  
Workers - System Council No.11**