

COLLECTIVE AGREEMENT 7.08

Between

THE TORONTO TERMINALS RAILWAY

And

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

SYSTEM COUNCIL NO. 11

Governing the

RATES OF PAY AND RULES GOVERNING THE SERVICE

Of

TRAIN MOVEMENT DIRECTORS

REVISED and REPRINTED August 2010

INDEX

ARTICLE	PAGE NO.
1	Scope.....4
2	Preservation of Rates.....4
3	Seniority and Promotion.....4
4	Hours of Service and Meal Period.....7
5	Overtime and Calls.....7
6	Rest Days.....8
7	General Holidays.....11
8	Annual Vacation.....13
9	Service Letters.....16
10	Exemptions.....16
11	Attending Court or Coroner’s Request.....17
12	Discipline and Grievance.....17
13	Leave of Absence.....20
14	Request for Help.....20
15	Rates of Pay20
16	Employee Benefit Plan.....21
17	Paid Maternity Leave Plan.....21
18	Dental and Extended Health Care Plan.....21
19	Employment Security and Income Maintenance Plan.....22
20	Bereavement Leave.....22
21	Jury Duty.....23
22	Life Insurance Upon Retirement.....23
23	Use of Private Automobile.....23
24	Medical and Rules Examinations.....24
25	Injured on Duty.....24
26	Contracting Out.....24
27	Negotiating During the Term of Agreement.....26
28	Termination of Agreement.....26

APPENDICES

PAGE NO.

A	Union Dues Agreement.....	27
B	Severe Snow Conditions.....	29
C	Payment for Transfer Time.....	30
D	Spare Board Memorandum of Agreement.....	31
E	Letters of Understanding re Informal/Formal Discipline Pilot.....	33
F	Informal/Formal Discipline Agreement.....	36
G	Memorandum of Agreement re Rule G/ Rule E By-Pass.....	40
H	Letter of Understanding to Reclassify Train Movement Director's Rates of Pay.....	43
I	Letter of Understanding re employee Transportation Pass Benefits.....	45
J	Letter of Agreement re Banking Overtime.....	46
K	Overtime Calling Procedure.....	48
L	Rate Table.....	49

ARTICLE 1

Scope

- (a) The following rules and rates of pay will govern the services of Train Movement Directors employed by the Toronto Terminals Railway Company, hereinafter referred to as “employees” unless otherwise specified.

Use of Gender

- (b) The use of masculine gender in this collective agreement includes the feminine and vice versa.

Employment Equity

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

ARTICLE 2

Preservation of Rates

- (a) Established positions will not be discontinued and new ones created under a different title covering the same class of work for the purpose of reducing the rate of pay.
- (b) Ten (10) days’ notice will be given employees concerned of the Company’s intention to abolish any regularly assigned position or positions except in the event of a strike or work stoppage by employees in the railway industry, a shorter notice may be given.

ARTICLE 3

Seniority and Promotion

- (a) Promotion of employees are covered by this Agreement will extend over the Toronto Terminals Railway Company, as set out in this Article, and will be governed by merit, fitness, and ability; where these are sufficient the senior employee will be given preference.

- (b) Seniority of Train Movement Directors will date from the time they last entered the service as such. When two or more of such employees enter the service on the same date, their seniority standing will be determined by the hour they started work. If they started work at the same hour on the same date then their seniority standing will be determined by lot.
- (c) Employees now filing, or promoted to official or other positions not covered by any Agreement with the Company, also employees elected as representatives of the employees, will retain their seniority rights; their names will continue to appear on the seniority lists on which they hold seniority and continue to accumulate seniority. Employees filing above-mentioned positions cannot bid bulletined positions while occupying such positions, and in order to protect their seniority after being released from such positions must assert within thirty (30) days.
- (d) A complete seniority list of all employees covered by this Agreement will be posted at each work location and shall be open for inspection of all employees. A copy of this list shall be updated semiannually as at 30 June and 31 December in each year and that the amended seniority list for each seniority unit will be furnished to the Senior System General Chairman. A seniority date not protested in writing to the Superintendent with a copy to the System General Chairman within 60 days from its first posting on the list, will be considered permanently established, except that an employee who is laid-off or on leave of absence at the first time the seniority list is posted have 60 days from date to return in service. Typographical errors on subsequent rosters may be corrected at any time.
- (e) Except as otherwise provided, when vacancies occur or when there is a change of personnel of the employees in any office, the employees in such office will have the choice of positions in order of their seniority. The rest days of position formerly held will not transfer with an employee changing assignments. Such an employee will accept the rest days of the position to which he moves. At the beginning of each year, all Train Movement Director positions on the Toronto Terminals Railway Company will be bulletined. Train Movement Directors will have their choice of positions in order of their seniority. Once appointments have been made by the proper officer of the Company the "All Tower" swing shift will establish homestead rights in a tower of their choice within one week of said appointment.
- (f) Train Movement Directors will be permitted to exercise their seniority in filling temporary vacancies of five (5) working days or more at their assigned tower. When such employees are temporarily so engaged their positions will be filled by a Spare Train Movement Director. Vacancies of less than five (5) working days will be filled under the terms described by the Permanent Unassigned Board,

- (g) New permanent positions and vacancies will be bulletined, and will be filled within thirty (30) days after such positions are created or vacancies occur, unless mutually agreed this time be extended. Such positions will be properly bulletined and a copy mailed to the Senior System General Chairman. Bulletins will be numbered consecutively, beginning with number one (1) at the first of each year, and will show locations, hours of duty and rest days. Applications must be made within seven (7) days from the date of the bulletin. Appointments will be bulletined promptly and a copy mailed to the Senior System General Chairman. Any employee who has applied for a position may, if he so desires, cancel his application, by letter, within seven (7) days from the date the position was bulletined vacant, but after the expiration of such period, a request to cancel or withdraw his application will not be considered, and the position from which he is transferring from will be immediately bulletined, and he will not be permitted to bid in his former position until again becomes vacant. Such employee must accept the position bid, or revert to the PUB Board
- (h) A temporary vacancy that is known will exist for sixty (60) days or more will be bulletined and filled pursuant Article 3 (g).
- (i) An employee on leave of absence when a new position or vacancy is bulletined, will be allowed to claim the position, seniority being sufficient, provided that such claim is made in writing within seven (7) calendar days after resuming duty.

Employees displaced in the application of this Rule may, seniority being sufficient, claim any new position or vacancy bulletined since their appointment to positions from which displaced.

- (j) Employees covered by this Agreement will have exclusive rights to any position incorporated in the wage scale and any positions subsequently added in accordance with Article 2 subject to qualifications.
- (k) When a reduction is made in the number of employees, the junior employees will be first be dispensed with. Employees temporarily out of employment on account of reduction in staff will not forfeit their seniority and will be returned to the service when work is available in seniority order provided they have kept the Director-Operations advised of their current address and are available for duty when required.
- (l) A new employee who has successfully passed all training and/or examinations will receive a certificate of qualifications. A new employee who withdraws from training or who does not successfully pass all training and/or examinations will not be considered for selection for Train Movement Director and will be released from the service of the Company unless otherwise agreed between the Director-Operations and the Senior System General Chairman.

ARTICLE 4

Hours of Service and Meal Period

- (a) Except as otherwise provided in this Article, eight (8) consecutive hours' service will constitute a day's work.

Where three consecutive shifts are cover the 24 hour period the starting time of the first shift will be at or between 7:00 A.M. and 9:00 A.M.

- (b) The assigned hours of employees other than those at continuously operated offices, or towers, may be extended one (1) hour for meal.
- (c) Employees whose assigned hours include a meal hour shall be allowed sixty (60) consecutive minutes for meal between the fourth and sixth hour of their tour of duty. If the meal period is not afforded within the agreed upon time limit and is worked, the meal period shall be paid for at the pro rate and twenty (20) minutes shall be afforded in which to eat at the first opportunity without deduction in pay.
- (d) The regular hours of duty of each employee's position will be specified by the Director of Operations and will be the same on all days of the week. Relief Train Movement Directors when working within the regularly assigned hours of such position will not receive overtime pay.
- (e) Except in cases of emergency, the employees shall have eight (8) consecutive hours' rest in twenty-four (24) hour period. If required on any day outside of regular hours of duty, they will be given official order as authority and released in the same manner.

ARTICLE 5

Overtime and Calls

- (a) Time in excess of eight (8) hours' service, on any day, will be considered overtime.
- (b) Employees held on duty continuously with the completion of their regular work day assignment, for any purpose, will be paid on the actual minute basis at a rate of time and one-half time.
- (c) Except as otherwise provided in Clause (d) of this article, employees notified or called for duty outside of their regular assigned hours of duty will be paid a minimum of three (3) hours at the rate of time and one-half, for which three (3) hours' service may be required. If held on duty in excess of three (3) hours they will be paid for such time in the minute basis at the rate of time and one-half time.

- (d) Employees regularly assigned, notified or called for service within one (1) hour before regular assigned starting time, will be paid a minimum of one (1) hour at the rate of time and one-half time, for which one (1) hour's service may be required.
- (e) Employees called before their regular hours of duty, who cannot be allowed off for breakfast, will, as soon as possible be allowed twenty (20) minutes in which to eat without deduction in pay for such time off duty.
- (f) No employee will be required to suspend work during regular hours to absorb overtime.
- (g) If overtime as claimed is not allowed, the employee will be notified in writing, setting forth the reason for disallowance.
- (h) In computing the pro rata hour for employees covered by this Agreement, the weekly rate shall be divide by forty (40).
- (i) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rate 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.
- (j) Overtime calling procedure will be done as per Appendix "K".

ARTICLE 6

Rest Days

- (a) A work week of forty (40) hours consisting of five (5) says of eight (8) hours each day is established with tow (2) consecutive rest days in each seven (7) subject to the following modifications; assignments with alternative work cycles encompassing ten (10) and/or twelve (12) hour work days may be established to meet operational requirements; the work week may be staggered in accordance with the Company's operational requirements.

(b) Regularly assigned employees shall be assigned two (2) rest days each week. Days of service may, on forty-eight (48) hours' notice, be reassigned when necessary. However, a regularly assigned employee will, if required to work on either of this rest days be compensated for time worked during the hours of the regular assignment on such days at one-half times pro rata, except that when as a result of an employee exercising seniority rights, a regularly assigned employee works on six (6) or more consecutive days, pro rata will apply on such sixth and seventh consecutive days. The assigned rest days for regularly assigned employees except those swing assignments, shall be the forty-eight (48) hour period commencing eight (8) hours after completion of previous day's work.

(c) The rest day shall be consecutive as far as it possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be give to Saturday and Sunday and then Sunday to Monday. In a 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, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day will be involved.

(d) Accumulation of Rest Days

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 in accordance with understanding worked out between the National Representative and the proper officer of the Company.

(e) Non-Consecutive Days

In the event that a situation arises which makes it impractical to assign consecutive rest days to all employees at a particular point the following procedure shall be followed:

1. All possible regular relief positions shall be established pursuant to Clause (g) of this Article.
2. Possible use of rest days other that Saturday, Sunday or Monday, where these may be required under this agreement, to be explored by the parties.
3. Accumulation of rest days under Clause (d) of this Article be considered.
4. Other suitable or practicable plans which may be suggested be either of the parties shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief of extra men may be given non-consecutive rest days.

6. 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 (5) days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
7. The least desirable solution of this problem would be to work some regular employees on the sixth or seventh day at overtime rates and thus without hold work from additional relief men.

(f) Work on Unassigned Days

Where 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 extra or unassigned employee who will otherwise not have forty (40) hours of work that week. In all other cases by the regular employees.

(g) Relief Assignments

All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days (subject to Clause (e) of this Article) 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 maybe assigned under this agreement.

(h) 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 employees relieved.

(i) Employees who work more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work in sixth and seventh days worked in any work week, except:

1. Where such work is performed by an employee due to moving from one assignment to another in the exercise of seniority;
2. Where such work is performed by an employee due to moving to or from an extra or laid-off list;
3. Where rest days are being accumulated under Clause (d) of this Article.

(j) Employees notified or called to work on their assigned rest days will be paid at the rate of time and one-half with an minimum of three (3) hours for which three (3) hours' service may be required.

(k) Employees required for duty by the Company on their regularly assigned rest days will, if possible, be so advised on the previous day. However, if not so advised and not available if required, they will not be held responsible.

(l) Beginning of Work Week

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 (7) consecutive days starting with Friday.

Article 7

General Holidays

1. An employee who qualifies on accordance with Article 7.2 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 be moved to the normal working day immediately following the employee’s rest day.

New Year’s Day	Labour Day
Day after New Years	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday (the first Monday In August)	

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

2. In order to qualify for pay on any of the holidays specified in Article 7.1 of this Article, an employee:
 - (a) Must have must have been in the service of the Company and available for duty for at least thirty (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 qualified for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given advance notice of four (4) calendar days, except for unforeseen exigencies of the service, ion 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 twelve (12) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday. This Clause (c) does not apply to an employee who is required to work on the holiday.

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

- 3. A qualified employee whose vacation periods coincides with any of the general holidays specified in Article 7.1 of this Article shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.
- 4. (1)(a) An assigned employee whose vacation qualifies under Article 7.2 of this Article what is not required to work on a general holiday shall be paid eight (8) hours' pay (or ten (10) and/or twelve (12) as applicable to established alternative work assignments) at the straight time rate of his regular assignment.
 - (b) An unassigned employee qualified under Article 7.2 of this Article and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate applicable to the position in which such employee worked has last tour of duty prior to the general holiday.
- (2) An employee paid on an hourly, daily or weekly basis who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 7.4 (1) of this Article, at the 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 (3) hours for which three (3) hours' 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.
- 5. 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.

ARTICLE 8

Annual Vacation

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

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

VACATION ENTITLEMENT TABLE

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

- (a) In the application of vacation entitlement, the company will have the option of:
- (i) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
 - (ii) Splitting the vacation on the basis of five weeks and one week.
- (b) An employee will be compensated for vacation at the rate of the position he would have been filling during such vacation period.
- (c.) In computing service as per the Entitlement Table contained in Article 8, days worked in any position covered by similar vacation agreements will be accumulated for the purpose of qualifying for vacation with pay. Vacation entitlement involving alternative work cycles including ten (10) and/or twelve (12) work days will be prorated to reflect a calculation equivalent to a forty (40) work week. Vacation quota for alternative work cycles will be administered in hours of entitlement with one week equaling forty (40) hours.
- (d) Provided an employee renders compensated working services in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service for vacation purposes.
- (e) An employee who is laid off shall be paid for any vacation due to him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year shall, upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.
- (f) An individual who leaves the service of his own accord or who is dismissed for cause and not reinstated in his former standing within two (2) years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay provides in Clause (a) of the Article.
- (g) An employee terminating his employment for any reason 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 Clauses (a), (b), (c), (d), and (e) of this Article, and, if not granted shall be allowed pay in lieu thereof.

- (h) An employee who has become entitled to a vacation with pay will be granted such vacation within twelve month period following the completion of the calendar year in respect of which the employee became entitled to the vacation.
- (i) Applications for vacation will be filed during the month of December of each year and vacation periods will be allotted in order of seniority of applicants. Receipt of all applications for vacation will be acknowledged by the Director of Operations in writing and applicants will be advised by 31 January of the dates allotted them. Unless otherwise mutually agreed, employees must take their vacation at the time allotted. The company will, as far as practicable, relieve all applicants during the summer season when so desired.
- (j) Unless otherwise mutually agreed, employees who do not apply for vacation prior to 1 January shall be required to take their vacation at a time to be prescribed by the Company.
- (k) A year's service is defined as 250 days of cumulative compensated service. Vacation entitlement involving alternative workcycles including ten (10) and/or twelve (12) work days will be prorated to reflect a calculation equivalent to a forty (40) work week. Vacation quota for alternative workcycles will be administered in hours of entitlement with one week equaling forty (40) hours.
- (l) 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 re-scheduled as may be mutually agreed between the proper officer of the Company and the authorized Local Union representative.
- (m) An employee who, due to sickness or injury, is unable to take or complete his actual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

- (n) 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 vacation dates, he shall be given at least fifteen (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 Clause (s) does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation scheduled.
- (o) An employee desiring an advance vacation payment must make application for same not later than five (5) weeks prior to commencing vacation. The advance vacation payment shall be four percent (4%) of the employee's previous year's earnings, less an appropriate amount (Approximately 30%) to cover standard deductions.

ARTICLE 9

Service Letters

- (a) Employees discharged or leaving the service of their own accord, after giving notice, shall be paid any wages due them with a little delay as possible and shall, upon request, be furnished with the usual certificate of service. If detained more than ten (10) days waiting such certificate, they will be paid schedule wages for all time in excess of ten (10) days. Unless otherwise requested, this certificate will be mailed to the employee's last known address.

ARTICLE 10

Exemptions

The employees covers by this Agreement will be exempted for shoveling snow, sifting coal ashes, scrubbing office towers, cleaning chimneys, unloading fuel or any other work not incidental to the usual work of there positions. Offices and towers will be cleaned at the Company's expense.

ARTICLE 11

Attending Court or Coroner's Inquest

Employees called to attend court or Coroner's Inquest or to appear as a witness for the Company at the request of the proper officer, shall be compensated at their regular rate of pay for the time lost; if not time is lost, they will be paid for the actual time held with a minimum of half a day at their regular rate of pay. If away from home, they will be allowed actual expenses on production of receipts. Any witness fees accruing will be assigned to the Company.

ARTICLE 12

Discipline and Grievances

- (a) An employee having six (6) months or more service will not be disciplined or discharged until the charges against him have been investigated.
- (b) Investigation will be held as quickly as possible. An employee may be held out of service pending investigation (not exceeding three (3) working days) and will be given at least twenty-four (24) hours' notice of the investigation and notified of the matter being investigated. However, the proper officer of the Company, who may be on the ground when the cause for the investigation occurs, may hold an immediate investigation. An employee may, if he so desires, have the assistance of a fellow employee or the accredited Representative at any investigation, and shall be furnished with a copy of his own statement, if made a matter of record at the investigation. A copy of such statement will also be furnished to the National Representative on request.
- (c) The decision will be rendered within twenty-eight (28) days from the date the investigation is completed. An employee will not be held out of service pending rendering of a decision, except in the case of dismissal offences.
- (d) If the decision is considered unjust an appeal may be made commencing with Step 2 of the grievance procedure, within twenty-eight (28) calendar days from the date the employee is advised of such decision. On request, all evidence in this case will be made available to the Senior System General Chairman.
- (e) Should the employee be exonerated, he shall be paid at schedule wages for time lost if any (eight (8) hours' pay for each twenty-four (24) hours) less any earnings derived from outside employment during the period so compensated. If the investigation was away from home he shall, on production of receipts, be reimbursed reasonable expenses, including those for travelling to and from the investigation.
- (f) A grievance concerning the interpretation, or alleged violation of this Agreement, or an appeal by an employee who believes that he has been unjustly dealt with shall be processed in the following manner:

Step 1

Within fourteen (14) calendar days from the date of cause of grievance the employee and/or the Local Representative may present the grievance into the immediate supervisor who will give a decision in writing as soon as possible but in any cases within fourteen (14) calendar days of receipt of grievance.

Step

2

Within twenty-eight (28) calendar days of receiving the decision under Step 1, the Local Representative may appeal the decision in writing to the Director-Operations. The appeal 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 and paragraph if the Article involved. A decision will be rendered in writing within twenty-eight (28) calendar days of receiving the appeal.

Step 3

Within twenty-eight (28) calendar days of receiving the decision under Step 2, the System General Chairman may appeal the decision in writing to the Joint Managers whose decision will be rendered in writing within twenty-eight (28) calendar days of receiving the appeal.

- (g) A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he had 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 binding settlement without stoppage of work.
- (h) The party requesting arbitration must so notify the other party in writing within sixty (60) calendar days following the date the decision was rendered at the last step of the Grievance Procedure.
- (i) Within forty-five (45) calendar days of date of receipt of a request for arbitration the parties shall endeavor to agree on the name of the arbitrator, it being understood that preference will be given to the arbitrator chairing, at the same time, the Canadian Railway Office of Arbitrator. 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 4 5- day period referred to in this paragraph.

- (j) A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated, shall be jointly submitted to the Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue, each party shall submit a separate Statement of Issue to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.
- (k) The hearing shall be held by the Arbitrator in Toronto in the office of the Company unless otherwise mutually arranged, or unless the Arbitrator deems it advisable because of special circumstances to hold the hearings elsewhere.
- (l) At the hearing before the Arbitrator, argument may be given orally and/or in writing, each party may call such witnesses as it deems necessary.
- (m) The decision of the Arbitrator shall be rendered in writing to both parties within thirty (30) calendar days of the completion of the arbitration hearing and shall be final and binding upon the parties.
- (n) Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of the 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.
- (o) Each party shall respectively bear any expenses each had incurred in the presentation of the case to the Arbitrator however both parties will equally share the fees and expenses of the Arbitrator.
- (p) The settlement of a grievance shall not, under any circumstances involve retroactive pay beyond a period of sixty (60) calendar days prior to the date that such grievance was submitted at Step I of the grievance procedure.
- (q) When a grievance is not progressed by the Union within the prescribed time limits it shall be considered as dropped. When the appropriate office of the Company fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits based on the date the last such decision was due, except as otherwise provided in Clause (r) below.
- (r) When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this Clause will not constitute an interpretation of the Agreement.
- (s) The time limits as provided herein may be extended by mutual agreement between the parties.

- (t) Prior to adjudication of final disposition of a grievance there shall be neither a shutdown by the Company nor a work stoppage by the employees.

ARTICLE 13

Leave of Absence

- (a) Employees on authorized union business will be granted leave of absence for such purpose.

Employees will also receive the same privileges for the purpose of attending their meetings, when possible to do so without inconvenience or additional expense to the Company.

- (b) Employees granted leave of absence by the Company for a period of Six (6) months or less may retain their positions for that period. When their leave is extended beyond six (6) months their position will at once be bulletined as vacant and they may retain their seniority for an additional six (6) months, after which they will lose all their seniority rights. This Clause (b) will not apply in cases where leave of absence has been granted account illness or injury. Regular positions occupied by such employees will be advertised as temporary vacancies in accordance with Article 3 (I) while such vacancies exist.

ARTICLE 14

Request for Help

At any point where an employee considers himself overworked, or kept on duty an excessive length of time, upon furnishing particulars, a qualified officer will be instructed to go there and look into conditions immediately with the Local Representative, and if they recommend any change in conditions to relieve the employee, or employees, it will be arranged without delay.

ARTICLE 15

Rates of pay

- 15(a) Rate Table applicable to Train Movement Directors is contained as Appendix L.

- 15(b) Shift Differentials

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

NOTE: Article 15 of Agreement 7.08 governing Shift Differentials, will be adjusted annually effective January 1st each year, to reflect the rates applicable to those of the Collective Agreement governing Signals and Communications workers on CN.

15(c) Train Movement Directors Payment for Training New Employees

A Train Movement Director to whom a new employee is assigned for training will receive \$25.00, in addition to his regular wages, for each day that a new employee is assigned to him by the Supervisor. The Train Movement Director will be expected to counsel and supervise the new employee while the new employee performs the duties of the position. He must also ensure that the new employee complies with the Operating Rules, Time Tables and Special Instructions. The selection of Train Movement Directors to participate in the training of new employees and the determination of when he/she is qualified, or disqualified, to be a Train Movement Director will be made by the Supervisor.

ARTICLE 16

The Benefit Plan(s) will be adjusted annually effective January 1st each year, to reflect the rates applicable to those of the Collective Agreement governing Signals and Communications workers on CN.

Employee Benefit Plan

(Life Insurance and Sickness Benefits)

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

ARTICLE 17 Paid Maternity Leave Plan

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

ARTICLE 18

Dental and Extended Health Care Plan

- (a) The dental plan shall be that plan in effect on the Canadian National Railway Company 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.

- (b) Extended Health Care benefits will be provided in accordance with the Extended Health Care Plan governing the Non-Operating Employee's in effect on the Canadian National Railway.

ARTICLE 19

Employment Security and Income Maintenance Plan

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

ARTICLE 20

Bereavement Leave

- 20 (a) Upon the death of an employee's spouse, child or parent, the employee shall be entitled to five (5) days' bereavement leave without loss of pay provided that the employee has not less than three months' cumulative compensated service.
- 20 (b) Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, step-brother or step-sister, grandchild or grandparent, the employee shall be entitled to three (3) days bereavement leave without loss of pay provided that the employee has not less than three months' cumulative compensated service.
- 20 (c) It is the intent of this Rule to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of the employee's regular wages for that period to the employee to whom leave is granted.

Definition of Eligible Spouse

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

ARTICLE 21

Jury Duty

An employee who is summoned for jury duty is required to lose time as a result thereof, shall be paid for actual time lost with a maximum of one basic day pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each day such day excluding allowances paid by the courts 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 sixty (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 provision contained in the last sentence of sub-paragraph 21(c), an employee's annual vacation will, if he or she so requests, be rescheduled if it falls during a period of jury duty.

ARTICLE 22

Life Insurance Upon Retirement

An employee who retires from the service of the Company on or subsequent to 1 March 2007, will, provided he is fifty-five years of age or over has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$7,000.00 life insurance policy, fully paid up by the Company.

ARTICLE 23

Use of Private Automobile

Where an automobile allowance is paid, such as allowance will be 30 cents per kilometer.

ARTICLE 24

Medical and Rules Examinations

- (a) An employee required to take a rules of examination, other than the “A” rules examination, during his off-duty hours shall be allowed three (3) hours’ pay at the basic rate of his regular position.
- (b) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination which he fails to pass to the satisfaction of the Rules Examiner.
- (c) An employee required to take a periodic medical examination during his off-duty hours shall be allowed payment of three (3) hours’ pay at the basic rate of his regular position.

ARTICLE 25

Injured on Duty

An employee prevented from completing a shift due to a bona-fide injury sustained while on duty will be paid for his full shift at straight time 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 and payment for their full shift.

ARTICLE 26

Contracting Out

- (a) Work presently and normally preformed by employees who are subject to the provision 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 work, are not available from the active or laid0off 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 with the skills, personnel or equipment available on the property, or
6. Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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

- (b) 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 work for that year.
- (c) The Company will advise the Union representative involved in writing, as far in advance as is practicable, of its intentions 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.
- (d) Such advice will contain a description of the work to be contracted out; the anticipated duration; the reason for contraction out, if possible, the date the contract is to commence. If the General chairman, or equivalent, requests a meeting to discuss matters relation to the contracting out of work specified in the above notice, the appropriate company representative will promptly meet with him for that purpose.
- (e) Should the Systems General Chairman 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.
- (f) Where the Union contends that the Company has contracted out work contrary to the provisions of the Article, the Union may progress a grievance commencing at the Joint Managers level. The Union officer shall submit the facts of which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged noncompliance.

ARTICLE 27

Negotiating During the Term of Agreement

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 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 28

Termination of Agreement

This Agreement covering rates and rules supersedes all rates and rules previously in effect, and shall remain in effect until December 31, 2011 and thereafter subject to 90 days notice in writing from either party to the Agreement of its desire to revise, amend and terminate it. Such notice may be served at any time subsequent to August 31, 2011.

Signed at Toronto, Ontario, this 12th day of December 2007.

FOR THE TORONTO TERMINALS
RAILWAY COMPANY:

FOR THE INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS:

Dirk R. Veenis
For: Joint Managers

Luc Couture
International Representative

Sam Spares
Director Operations TTR

George Huggins
Local Representative

APPENDIX “A”

Deduction of Dues

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

1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Organization and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform with a change in the amount of the regular dues of the organization in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the Organization of the amount of regular monthly dues.
2. Employees filling positions of a supervisory or confidential nature not subject to all of the rules of this Agreement shall be excepted from dues deductions.
3. Membership in the Organization shall be available to any employee under the constitution of the organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reason of race, national origin, colour or religion.
4. Deductions for new employees shall commence on the first pay period which contains the 24th day of the month.
5. If the wages of an employee on the payroll which contains the 24th day of the month are insufficient to permit the deduction of the full amount of dues, no deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to 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 (1) deduction of dues shall be made from any employee in any month.
7. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to deduction of dues.

8. The amount of dues so deducted from wages accompanied by the statement of deductions from individuals shall be remitted by the Company and the organization, no later than forty (40) calendar days following the pay period in which the deductions are made.
9. The Company shall not be responsible financially or otherwise, either to the organization or to any employee, for any failure to make deduction or for making improper or inaccurate deductions or remittance. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittances to the Organization, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Organizations.
10. The question of what, if any, compensation shall be paid the Company by the organization in recognition of services performed under this Appendix shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
11. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Appendix, all parties shall 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 organization counsel fees are incurred, these shall be borne by the Organization. Same as aforesaid, the Organization shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

APPENDIX "B"

Toronto, Ontario

23 April 1987

Mr.J.E. Platt
National President
Canadian Signal and Communications Union
130 Slater Street, Suite 220
Ottawa, Ontario
K1P 6E2

Dear Mr. Platt:

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

All employees are expected to make every effort to report for work on time, notwithstanding snow or snow conditions. However, in these circumstances quoted above, it is agreed that employees who arrive late for their assignments, but report prior to the midpoint of their tour of duty, will be paid for the day provided such late arrival is directly attributed to the aforementioned severe snow conditions. Employees who report after the midpoint 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 midpoint of their tour of duty, it is agreed that notwithstanding the provision in 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 provision 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 snowstorm.

Yours truly,

W.W. Wilson
For: Joint Manager

B.Butterworth
For: Joint Manager

APPENDIX "C"

Toronto, Ontario

23 April 1987

Mr.J.E. Platt
National President
Canadian Signal and Communications Union
130 Slater Street, Suite 220
Ottawa, Ontario
K1P 6E2

Dear Mr. Platt:

In the application of the payment for Transfer Time, it is understood that Train Movement Directors required to make a transfer will be allowed ten (10) minutes per tour of duty at punitive rates. Time paid under this provision will not be used in the calculation of overtime or in the application of the overtime provisions of this Agreement, nor shall it be used in the application of Article 7(5), nor will such time be used in the application of Shift Differential.

In this regard, the Company will provide the appropriate documents or forms to facilitate transfers.

Yours truly,

W.W. Wilson
For: Joint Manager

B.Butterworth
For: Joint Manager

APPENDIX "D"

Permanent Unassigned Board

APPENDIX "D" (Spareboard Appendix replaced by MEMORANDUM February 2006)

MEMORANDUM OF AGREEMENT between Toronto Terminals Railway and System Council #11 of the International Brotherhood of Electrical Workers with respect to the establishment of a Permanent Unassigned Board to govern the calling and filling vacancies of Train Movement Directors in Toronto, Ontario.

IT IS AGREED THAT:

ITEM 1

As mutually agreed, a Permanent Unassigned Board shall be established governing certain employees of the Toronto Terminals Railway Train Movement Director Classification.

Except as otherwise provided herein, Collective Agreement 7.08 shall apply.

ITEM 2

The number of Permanent Unassigned Board employees will be determined by the Company and may be increased at the option of the Company.

Any increase in the number of Permanent Unassigned Board employees will be done in accordance with Article 3 of Agreement 7.08

Any decrease in the number of Permanent Unassigned Board employees will be done in accordance with Article 3 of Agreement 7.08

ITEM 3

3.1 Initially three positions will be established by bulletin as Permanent Unassigned Board with assigned shifts and rest days. Assignment for PUB employees regular shift will be established at commencement of their regular shift, or immediately thereafter. The assigned shift will be worked unless the PUB employee is notified that an alternative shift must be protected as per Clause 4.2 of this Appendix.

3.2 Temporary vacancies not filled in accordance with Article 3 of Agreement 7.08 shall be filled, as determined by the Company to be necessary, from the Permanent Unassigned Board on a day-by-day basis. PUB employees called to fill any vacancy on a day to day basis will work eight (8) hours. Any excess hours associated with the shift assignment will be protected through the application of the overtime calling procedures unless the Company assigns another PUB employee available to protect the shift at straight time rates.

3.3 Employees on the Permanent Unassigned Board may fill a temporary vacancy of five (5) working days or more, which is not claimed seven (7) hours prior to the commencement of that vacancy. A vacancy, due to insufficient applications to a bulletined position, may be assigned to the junior available Permanent Unassigned Board employee. A Permanent Unassigned Board employee assigned to such temporary vacancies will remain on the vacancy until the regular employee is due to return and will accept the rest days of the temporary vacancy. The Company will determine the necessity of filling such positions. Unless assigned to a vacancy under the terms of this clause the assigned rest days of the PUB employee will not be changed.

3.4 To address the pay imbalance affected by assignment to temporary vacancies and the application of that assignment's rest days that could result in less or more than a full pay; a Permanent Unassigned Board employee must declare to have pay periods adjusted to provide a full pay in each pay period otherwise wages will be administered as days worked.

3.5 Permanent Unassigned Board positions will not be available on a temporary basis.

ITEM 4 PUB ASSIGNMENT PROCEDURES

4.1 PUB employees will provide a phone number to the calling bureau where they can be reached during regular work days.

4.2 When it is necessary to adjust the scheduled assignment of a PUB employee to protect a vacant shift, the PUB employee will be provided as close as possible to two (2) hours notification prior to the scheduled shift.

4.3 PUB employees will not be called on their rest days unless it is for overtime as per the overtime calling procedure.

4.4 PUB employees must establish homestead rights within one week of appointment to the PUB position, in a tower of their choice for purposes of overtime calling.

Either party may cancel this Permanent Unassigned Board agreement upon thirty (30) days notification. The parties agree to meet prior to invoking the thirty-day cancellation clause.

Mr. Dirk Veenis
For: Joint Managers TTR

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

Mr. Sam Spares
Director Operations TTR

APPENDIX “E”

16 April 1992

Our File: 8311-79
8311-80

Mr.J.E. Platt
International President
Tenth District
International Brotherhood of Electrical Workers
215 – 2435 Holly Lane
Ottawa, Ontario
K1V 7P1

Dear Mr. Platt:

This has reference to discussion during Article III negotiations with respect to the Company’s request for the Brotherhood to consider amending Agreements 4.08 and 11.6 to provide for an Informal/Formal Discipline System similar to the system presently in effect at the parent Company.

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

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

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

Therefore, 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 fifteen or less demerit marks in the event the employee is found responsible. The

second procedure (Formal) will apply in more serious situations, ie. Those falling into what might be termed the major category.

The informal procedure is designed to be simple and easily understood. It does away with the need for any formal statement taking and the traditional question and answer format. It is hoped and indeed expected that this new approach will tend to eliminate or at least substantially reduce the apparent friction caused by the formal method.

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

One of the changes to the formal procedure deals with the role of the “fellow employee” appearing at investigations. In fact, the role of 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 discussed and used in 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 fair and impartial hearing. It is in the light of this understanding that the Company is prepared to define the role of the accredited representative appearing at a formal investigation as follows:

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

The role of the accredited representative as well as the officer conducting the formal investigation will be monitored by the Union/Management Monitoring Committee.

The progress of the trial is to be monitored by a monitoring team comprised of the International Representative, the Superintendent of the Toronto Terminals Railway and Labour Relations of the Parent Company responsible for the administration of the

Company. The Monitoring team will 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.

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

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

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

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, with a view to considering further modifications.

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

Yours truly,

For: Toronto Terminals Railway

For: The International
Brotherhood of Electrical
Workers

A.E. Heft
Joint Manager

J.E. Platt
International President

APPENDIX "F"

TORONTO TERMINALS RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Toronto Terminals Railway Company and the International Brotherhood of Electrical Workers providing for certain amendments to Agreement 7.08 with respect to a new Discipline Trail Project which is to apply in the Toronto Terminals Railway.

1. COVERAGE

This Memorandum of Agreement applies to all International Brotherhood of Electrical Workers employees who are covered by Agreement 7.08

2. DURATION

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

3. SUSPENSION OF EXISTING PROVISIONS

While the Memorandum of Agreement is in effect, Articles 12 (a) to 12 (e) inclusive of Agreement 7.08 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 International Representative.
- (d) When an employee is notified of the conclusion 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.

- (k) that he is not in accord with the conclusion reached by the Company and requests a formal investigation under the procedures set forth in Section 5 hereof; or
- (ii) that he accepts the conclusion 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 conclusion reached by the Company and the discipline assessed.

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

The following Union Officers will be considered accredited representatives:

- International Representative
- Regional Chairman
- Local Representative
- Designated Employee Representative (holding "employee status")

- (b) 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 in 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 witness (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.
- (c) 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.
- (d) Employees will not be held out of service pending investigations 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.
- (e) Except as otherwise mutually agreed, the investigation officer shall be an individual who is in the best position to develop all of the relevant facts, provided such individual is not emotionally involved with the incident.

GENERAL

- 6. An employee who is held out of service while under investigation, except in cases where the offence with which charged is of a nature which may result in suspension or dismissal, will be paid for any loss of scheduled wages. Suspension will commence from the date the employee is removed from service. Dismissal will be effective in the date the decision is made to dismiss the employee.

7. An appeal against discipline imposed may be made in accordance with the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, the employee will be paid at schedule wages for each day lost less any amount earned in other employment. He will also be reimbursed for any reasonable expenses incurred if required to be away from home in connection with the investigation.

SIGNED AT Toronto, Ontario this 16th day of April 1992

For: Toronto Terminals Railway

A.E. Heft
Joint Manager

J. McLean
Joint Manager

For: The International
Brotherhood of Electrical
Workers

J.E. Platt
International President

J.Hymas
Regional Chairman

APPENDIX "G"

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

NOTE: *Amended December 2007 to delete references to Trial Project.*

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

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

4. If the incident occurs while an employee is on duty, the employee will be relieved of duty by fellow employees immediately the incident is observed and the incident reported and arrangements for the joint interview as provided in Item 3 hereof will be made.
5. If during the joint interview it is considered that the violation may have been caused by poor judgement only (i.e. no abuse problem) the employee will be, for greater certainty, interviewed by Employee Assistance Program Personnel (E.A.P. Personnel) within thirty days of the joint interview. If the E.A.P. personnel confirm that no abuse problem exists, then the employee will be counseled on the seriousness of his or her actions and warned in writing with a record retained on his or her personal file that a repeat offence will result in dismissal. It is understood that the employee will not be required to lose time as a result of the interview with E.A.P. Personnel.

6. If, on the other hand, it is determined that the employee may have an abuse problem, the employee will be referred to E.A.P. Personnel as soon as an appointment can be arranged. Should E.A.P. Personnel confirm that an abuse problem exists, the employee will be afforded the terms and conditions contained in the company policy dealing with the control of drug and/or alcohol abuse and a record retained on his or her personal file. An employee who refuses the decision of the E.A.P. Personnel shall have the right to refer his or her case to a duly recognized alcohol and drug abuse specialist who he or she will authorize to make an assessment of his or her condition and provide a confidential report to the CN Medical Department. A copy of this report will be made available to the International Representative and Joint Managers. If, in the opinion of this alcohol or drug abuse specialist, it is revealed that the employee does not have a problem, the provisions of Item No.5 of this agreement will apply. If it is confirmed that the employee has indeed an abuse problem, he or she will be afforded the terms and conditions of the company's policy. Failure on his or her part to take advantage of such opportunity could, after proper investigation of his or her case, result in dismissal.
7. If, in the course of any Rule "G" investigation, it is determined that a fellow employee(s) was aware of the violation of the rule and did not report or take action on this knowledge, such employee(s) will also be subject to investigation and possible discipline.
8. The International Representative may, after a period of not less than twelve months, makes a recommendation to the Joint Managers proposing the reinstatement of an employee(s) who was discharged for violation of Rule "G" when the International Representative believes there are circumstances which warrant this action. Such cases will be thoroughly reviewed by the Joint Managers and the International Representative will be advised of the position being taken by the Company with 30 days of receiving the International Representative's recommendation. Any action taken by Toronto Terminals Railway will follow the procedure normally connected with such reinstatement requests.
9. An employee counseled or warned as described previously or reinstated after discharge and following investigation pursuant to the applicable collective agreement is later found to have violated Rule "G" again, will be dismissed without benefit of any of the procedures contained in this agreement.
10. Employees discharged for violation of the Rule "G" will be advised that E.A.P. Personnel are available to assist them should they so desire. However, it is understood that such former employees are not entitled to the provisions of the Company's policy dealing with the control of drug and/or alcohol abuse.
11. Employees governed by this Memorandum of Agreement will continue to retain their normal rights of appeal in the grievance procedure under their respective agreement.

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

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

Signed at Toronto, Ontario, this 16th day of April 1992.

For: Toronto Terminals Railway

For: The International
Brotherhood of Electrical
Workers

Mr. Al Heft
For; Joint Managers

Mr. John Platt
International Representative

Mr. J. McLean
Joint Manager

Mr. J. Hymas
Regional General Chairman

APPENDIX "H"

16 April 1992

Our File: 8311-79
8311-800

Mr. J.E. Platt
International Representative
Tenth District
International Brotherhood of Electrical Workers
215 – 2435 Holly Lane
Ottawa, Ontario
K1V 7P1

Dear Mr. Platt:

This has reference to our recent Article III negotiations concerning Agreement 7.08 and to the Company's commitment to meet and further discuss the Union's proposal to increase the Train Movement Director rate of pay.

Following our meetings and subsequent to a through review of the duties and responsibilities associated with a Train Movement Director, the Company is prepared to agree to an increase in the T.M.D. rate of pay in relation to increased responsibilities that have been attached to this position and with the introduction of new technologies. In particular, the Bathurst Street desk has already been modernized and upgraded to include a computer assisted train movement panel and it is additionally expected that this technology will be extended throughout the T.T.R. system.

With respect to the above and in consideration of the gradual introduction of new technology, it is additionally deemed appropriate that an increase in the Train Movement Director rate of pay be introduced in two phases. In this regard, effective 1 June 1992, the full rate of pay for a Train Movement Director will be increased to \$ 194.99 and effective 1 December 1992, the full rate of a Train Movement Director will be increased to \$823.91. Article 15(d) of Agreement 7.08 will be amended accordingly.

It is further understood that the reclassification of the Train Movement Director rate of pay does not take into consideration current wages demands and any subsequent settlement of wages will adjust the rate of pay accordingly.

Please indicate your concurrence with the foregoing by signing all copies of this letter in the appropriate space provided below.

For: Toronto Terminals Railway

For: The International
Brotherhood of Electrical
Workers

A.E. Heft
Joint Manager

J.E. Platt
International Representative

J. McLean
Joint Manager

APPENDIX "I"

February 10, 2006

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

Dear Mr. Couture,

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

This will confirm that the matter of pass transportation benefits has been resolved on the basis that, subject to the demands of the traveling public, the present pass policies on CN will be maintained for employees represented by you who were in the service of CN on or prior to March 13, 1979, until the time notices are served on or subsequent to September 30, 2005, and thereafter until the provisions of Section 89 of part I of the Canada Labour Code have been complied with or until some other mutually satisfactory resolution of this matter is agreed.

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

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

Yours truly,

Signed by Dirk Veenis
for: Kim Madigan
Vice-President Labour Relations

APPENDIX "J"

8 December 1998

File No.: 8311-132

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

Dear Mr. Couture:

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

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

1. Employees wishing to bank time must declare their intentions in writing to the Superintendent prior to 1 January of each year. Should the employee decide to withdraw from this process, they must submit in writing this intent. Upon receipt of this written notice, the Company will pay to the employee any money owed, within 30 days following receipt of their written notice.
2. A maximum of eighty (80) pro rata hours will be permitted in any calendar year.
3. Accumulated hours must be taken during the calendar year in which they are accrued.
4. On General Holidays, only punitive overtime hours will be allowed to be banked.
5. Transfer time will not be banked.
6. The time at which employees will be permitted to liquidate accumulated hours will be mutually agreed between the Superintendent and each employee. However, the final determination will be at the discretion of the Superintendent according to the requirements and exigencies of the service.

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

At the discretion of the Superintendent, and bank time not liquidated may be carried over the following year or paid in a lump sum payment.

The Superintendent may postpone or cancel this Banked Time Agreement if it is found to create an administrative burden or if it is determined that there is insufficient relief to

permit employees to liquidate accumulated bank time. The Company agrees to hold discussion with the Union prior to invoking any cancellation clause.

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

Yours truly,

A.E. Heft
Joint Manager

J.E. Platt
System General Chairman

APPENDIX “K”

MEMORANDUM OF AGREEMENT between Toronto Terminals Railway and System Council #11 of the International Brotherhood of Electrical Workers with respect to the establishment of a local overtime calling procedure for Train Movement Directors in Toronto, Ontario.

IT IS AGREED THAT:

OVERTIME CALLING PROCEDURES

- 1) Employees will be called in order of seniority on days off in the Tower provided that employee will not be doubling.
- 2) Employees will be called in order of seniority in the Tower provided that employee will not be doubling.
- 3) Employees will be called for a split shift within the Tower provided both parties agree (1 employee stays for four (4) hours and 1 employee commences work four (4) hours early). This clause to be applied in order of seniority.

NOTE: It is understood that an employee withholding his/her mutual agreement will not be entitled to overtime for the shift that the mutual agreement was withheld.

- 4) Employee on duty will be called in order of seniority to double through provided the overtime does not interfere with his/her regular shift.
- 5) Employee on the following shift will be called in order of seniority to report eight (8) hours early to double through onto his/her own shift provided the overtime does not interfere with his/her regular shift.
- 6) A senior employee on days off from an alternative Tower.
- 7) Any employee in seniority order.

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

Signed,

Mr. Dirk Veenis
For: Joint Managers

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

Mr. Sam Spares
Director Operations TTR

APPENDIX “L”

Rate Table