

MEMORANDUM OF AGREEMENT

Between

OTTAWA CENTRAL RAILWAY INC. (OCR)

AND

CANADIAN COUNCIL OF RAILWAYS OPERATING UNIONS (CCROU)

CONSTITUTED BY

TEAMSTERS CANADA RAIL CONFERENCE (TCRC)

UNITED TRANSPORTATION UNION (UTU)

(2017 - 2022)

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## PREAMBLE

The following Collective Agreement (Agreement) between the Ottawa Central Railway Inc., (OCR),

And

The Canadian Council of Railway Operating Unions constituted by the Teamsters Canada Rail Conference (TCRC) and the United Transportation Union (UTU),

(The labour organizations may, from time to time, be referred to as the "Union" and collectively as the "Unions") recognizes the unusual principles and conditions existing within the short line railroad industry that are not applicable to the major railroads.

OCR and the Unions and the employees further recognize that they have a common interest in the railroad industry. Therefore, a working system of harmonious relationships is necessary to maintain a rapport among these parties and with customers, the public and other stakeholders. All concerned will benefit by continued peaceful and harmonious relationships, and any differences must be settled through rational common sense methods. The basis for the relationship between OCR and the Unions is one of co-operation for the benefit of all stakeholders in this Agreement as well as the customers and other stakeholders in the business of OCR.

In order to successfully promote these concepts, the parties have agreed to recognize and make provisions for an orderly system of collective bargaining relations between OCR and the Unions, the prompt and orderly resolution of grievances, the effective operation of OCR's business without interruptions or interference with work, the provision of the highest quality service to OCR's customers in the most efficient manner possible. OCR recognizes that the Unions are the sole and exclusive bargaining agents for all employees covered under the bargaining certificates issued to the Unions by the Canada Labour Relations Board.

## ARTICLE 1 - DEFINITIONS

- 1.1 The term Union or Unions shall mean the duly elected or appointed officers of the Canadian Council of Railway Operating Unions (the "Council").
- 1.2 The term "representative" of the operating employee or employees shall mean the duly accredited representative designated by the Council.
- 1.3 The term "operating employee" shall mean the conductor and the locomotive engineer.
- 1.4 The term "OCR" shall mean the Ottawa Central Railway.
- 1.5 An emergency means a personal injury, a derailment which requires the restoration of service, a track dislocation, which requires the restoration of service, serious level grade crossing accident or an incident that would compromise the safety of employees, company equipment and/or company property; any situation of the same order and magnitude as to its consequences.
- 1.6 In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. The use of such words as "he", "his" and "him" as they may appear in the Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular gender, but are used solely for the purpose of grammatical convenience and clarity. Accordingly, words importing the masculine gender shall include the feminine gender where the context requires.
- 1.7 Temporary Vacancy: A vacancy resultant from an employee vacating a permanent position on a temporary basis which is anticipated to be in excess of seven (7) days; or by the establishment of an assignment which is anticipated to be of a temporary nature in excess of seven (7) days but less than 90 days in duration.
- 1.8 Permanent Vacancy: A vacancy resultant from an employee vacating a permanent position on a permanent basis; or by the establishment of a permanent assignment.
- 1.9 Home Station: The terminal where the spareboard is maintained and/or from which relief is supplied for employees on assignments.
- 1.10 Home Terminal: The terminal from which an assignment operates or from which an assignment is bulletined to operate.

- 1.11 Subsidiary Station: A location that is the home terminal of an assignment but is not the home station for employees who operate or provide relief for such assignments.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Company recognizes the following Unions as the particular sole bargaining agent for those operating employees covered under their bargaining certificate which include the following job classifications:

TCRC - Locomotive Engineer  
TCRC - CTY - Conductor

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 It is recognized that the management of the business is vested in the Company whose discretion and judgment shall control the operations of the company, the selection and retention of employees, the work and duties to which operating employees are assigned, and the right to hire, transfer, promote, demote, suspend and discharge for just cause, provided that the rights granted in this Article are not in violation of the provisions of this Agreement or any applicable Federal or Provincial laws.
- 3.2 Company management shall be permitted to perform work normally performed by an operating employee in the event of the unavailability of employees or in the event of work of an urgent, or emergency nature as defined in Article 1.5.

## **ARTICLE 4 - DEDUCTION OF DUES**

- 4.1 Operating employees will have union dues deducted on the first pay period of each month. The Company will remit to each Union dues so deducted accompanied by a statement of employees deducted in the month. Newly hired employees shall have union dues deducted commencing on their first day following classroom training.
- 4.2 Employees are considered as belonging to either of the Unions according to their assignment at 0001 hour on the first day of the month. The Company is not financially responsible, or otherwise, for any delay in remitting dues deducted to the Union.

- 4.3 All new employees shall fill their membership card at time of hiring and the Company provides their names to the Union. Employees who, during more than one (1) month, fill supervisory or management positions, are not subject to the provisions of this agreement and do not have to pay union dues, except that such employee may request deductions continue to be maintained for seniority purposes.
- 4.4 The Company shall provide each new operating employee and each rehired operating employee a form letter outlining to the operating employee his responsibility regarding payment of union dues as provided by the Canada Labour Code art. 254.

## **ARTICLE 5 - SENIORITY**

- 5.1 Operating employees will be hired or transferred as conductors. All operating employees will be required to become qualified locomotive engineers. Service shall mean an operating employee's length of service with the Company commencing on the date of hire. An operating employee shall maintain and accumulate seniority while he is in the full-time employ of the Company from the first day of his employment with the Company. Newly hired employees will not be placed on the seniority list until they complete their probationary period.
- 5.2 Notwithstanding the provisions of Article 5.1 above, newly hired employees shall establish seniority as a conductor from the date of transfer or the date when they successfully complete the classroom training. Should two or more operating employees begin work on the same day, their rank on the seniority list shall be determined as follows:
- a) Employees transferring within OCR will be ranked ahead of all new hires within the group based on their service date with OCR;
  - b) Employees transferring from Company subsidiaries will be ranked ahead of all new hires within the group based on their service date;
  - c) All new hires within the group will be ranked as determined by a draw.
- 5.3 A newly hired operating employee shall serve a probationary period of one ninety (90) tours of duty. During a newly hired operating employee's probationary period, the Company may terminate the employment relationship at any time for just cause.
- 5.4 The Company shall maintain one seniority list showing the established

- seniority date for each operating employee including their qualification.
- 5.5 Seniority shall not be forfeited except in cases of proper dismissal, death, retirement, resignation from the Company, violation of Article 4.3 and 14.2 or failure to accept or respond to recall as provided for in Article 6.2.
  - 5.6 The Company shall maintain the seniority roster for its operating employees, which shall be published once a year on November 1 and a copy placed in the bulletin books. In addition, a copy will be provided to the Council's local union representatives. The rosters shall be held open for a period of thirty (30) days to allow an operating employee, through his Union, the opportunity to appeal his position on the roster(s) in writing to the Company. Once the roster is unchallenged for thirty (30) days, it may not be changed thereafter except by mutual agreement between the Union and the Company.

#### **ARTICLE 6 - LAYOFFS AND RECALLS**

- 6.1 In cases of layoff, junior-operating employees shall be demoted or laid off in reverse order of their seniority within their job classification as defined in Article 2. The Company shall make every effort to provide operating employees with as much notice as possible of layoff, in any event not later than the board adjustment date. Operating employees shall be recalled to service in seniority order within their classification and will retain their original seniority date and standing provided they report for duty within fourteen (14) days from the date they receive their notice of recall, unless relieved of such responsibility through the application of Article 6.2. Seniority shall accrue during periods of layoff.
- 6.2 The Company shall recall operating employees by written notice sent to the operating employee by registered mail at his last known address or hand delivered to him. It shall be the responsibility of the operating employee to provide in writing to the Company his current address. An operating employee must both notify the Company of his intent to return to work within seven (7) days of receiving the written notice and present himself for work within fourteen (14) days of the written notice.
- 6.3 Subject to the availability of junior operating employees, an operating employee may waive recall without the loss of seniority for vacancies with an expected duration of less than ninety (90) calendar days.

#### **ARTICLE 7 - CREW CONSIST**



- 7.1 Unless otherwise provided in this Article, all assignments will have two operating employees - a Locomotive Engineer and a Conductor. Additional operating employees may be assigned as required.

## **ARTICLE 8 - REPORTING PAY AND CALLING PROCEDURE**

- 8.1 When an operating employee is called and reports for duty and is not required for service he shall be allowed pay at the applicable rates of pay with a minimum of three (3) hours. If he is held longer than three (3) hours, he shall be paid for all time held.
- 8.2 Except in an emergency, the Company shall provide as near as to two (2) hours prior to departure time as conditions will permit. The Company shall not be required to call an employee who is in assigned service except to inform him if a train is delayed and to inform him of the new on-duty time.

## **ARTICLE 9 - GUARANTEE AND WORK SCHEDULING**

- 9.1 All operating employees covered by this Agreement shall be paid on an hourly basis. The Company guarantees to each operating employee a minimum of:

From pay period 1 to 6	a minimum of 480 hours
From pay period 7 to 13	a minimum of 560 hours
From pay period 14 to 19	a minimum of 480 hours
From pay period 20 to 26	a minimum of 560 hours

- 9.2 The hourly rate paid is the basic rate for which each operating employee is qualified as per Appendix B.
- 9.3 a) Operating employees required to work overtime will be paid for time worked in excess of forty (40) hours per week at one and one-half (1 1/2) times the basic hourly rate.
- b) The Company will accumulate the time worked in excess of the regular forty (40) hour work week at the rate of one and one-half (1 1/2) times in a bank time account for each operating employee. The excess of 40 hours accumulated in the bank time account of an operating employee will be paid.
- 9.4 a) If an operating employee works less than forty (40) hours in a week,

the Company will pay him forty (40) hours of work except as per 9.4 b) The difference between forty (40) hours and his actual hours worked ("the hours not worked") will be deducted from his bank time account.

- b) The hours not worked because an employee is not available to work will not be paid, and the hours guaranteed under Article 9.1 will be reduced by the scheduled number of hours for the assignment missed.
- 9.5 Any balance in the bank time account due to an operating employee will be paid at the end of each period define in Article 9.1.
- 9.6 Any balance owed by an operating employee will be forgiven at the end of each period referred to in Article 9.1, in such a manner that the total of the hours paid to an operating employee during the period and the hours forgiven will add to the minimum guaranteed hours. The excess of the guaranteed hours will remain in the time bank account of the operating employee.
- 9.7 Employees may be required to work twelve (12) hours each tour of duty depending on the requirements of the assignment.
- 9.8 The Company will discuss the scheduling and implementation of assignments with the operating employees and their Union representatives. Where possible, assignments will be bulletined to provide a minimum of two consecutive rest days in a work week with a presumption that Saturday and Sunday are the preferred rest days.
- 9.9 All assignments will be bulletined to work:
- Five (5) consecutive eight hour days with two days off, or
  - Four (4) ten-hour days with three days off, or
  - Seven (7) scheduled 12-hour days within the 14-day pay period.
- 9.10 Operating employees will be entitled to a maximum of eight (8) hours rest, if desired, upon completion of a tour of duty.
- 9.11 Employees may be required to work twelve (12) hours. On completion of twelve (12) hours work, Employees may, at their option, either tie up at accommodations, or be deadheaded to the home terminal. Employees who deadhead beyond the twelve (12) hours, will be compensated hour for hour or portion thereof, until off duty at the destination terminal. Any payment beyond twelve (12) hours will be over and above the guarantee and be pai at time and one half per hour or portion thereof as per Article 10 of the OCR Agreement.

- 9.12 Operating employees, who are required to deadhead other than under Article 9.11, will be paid for actual time occupied at the basic hourly rate. Such time will be used in the calculation of overtime and also will be used to make up the operating employee's guarantee.
- 9.13 An operating employee held at other than his home terminal shall be paid for his hourly rate of pay for the actual time so held after the expiration of twelve (12) hours from the time relieved from previous duty. Payments accruing under this Article shall be made separately from pay for subsequent service or deadheading.
- 9.14 The Company shall designate a home terminal for each assignment.
- 9.15 Operating employees who are called to perform service on an assignment at other than their home terminal will receive an allowance, as indicated hereunder, based on the hourly rate of pay contained in Appendix B for every day that they work the assignment:

**SUBSIDIARY STATION ALLOWANCE**

Vankleek Hill, Ontario 2.5 Hours

- 9.16 Operating employees referred to in paragraph 9.15 above will:
- a) Be called, as far as practicable, three (3) hours in advance of the time required to report for duty;
  - b) Be called for up to two (2) days only; and
  - c) Be responsible for providing their own transportation and entitled to the automobile allowance as follows:

**SUBSIDIARY STATION KILOMETRES**

Vankleek Hill, Ontario 200 (per day)

- 9.17 An operating employee who, in the application of Article 11.4, is forced to fill a temporary vacancy at the subsidiary station listed in Article 9.15 above and who is required to travel additional kilometres over the distance from his principal place of residence and his home terminal, will receive an automobile allowance as provided in article 9.17, for each day that he work the assignment, as indicated hereunder:

**SUBSIDIARY STATION KILOMETRES**

Vankleek Hill, Ontario 200 (per day)

- 9.18 The allowance referred to in Articles 9.15, 9.16 and 9.17 above are in lieu

of any travel payment or living accommodation to which the employee in the absence of this Article, would be entitled under the current agreement.

- 9.19 The allowances paid herein shall not be used in the calculation of the basic day and overtime.
- 9.20 Employees who, with the Company's authorization, use their private automobile will be compensated, as expenses, at the rate of 0.42 cents per kilometre. This rate will be adjusted annually.
- 9.21 The Company will implement the work schedule in accordance with the maximum time on duty under Federal Regulations. Any operating employee will not be assigned if he has less than eight (8) hours rest between tours of duty.
- 9.22 For assignment's scheduling purposes, Article 10.1 may be modified to read 80 hours in each pay period (2 weeks) if mutually agreed by the Union and the Company.

## **ARTICLE 10 - OVERTIME AND CALLING PROCEDURE**

### **Overtime**

- 10.1 Where applicable, overtime shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the operating employee's regular rate of wages for each hour of work in excess of forty (40) hours in each work week period.
- 10.2 Operating employees called in from home to work overtime which is not in conjunction with their regular assignment will be paid overtime for actual time occupied but in no case less than three hours except in cases of emergencies. The Company will endeavour to distribute overtime equitably to all employees.
- 10.3 Overtime other than that as provided in article 9 shall be paid in the pay period in which earned at one and one-half ( $1\frac{1}{2}$ ) times the operating employee's regular rate of wages for each hour or portion thereof worked. Overtime worked on other than an employee's regular assignment will not be bankable.
- 10.4 Operating employees who accept extra work or tour of duty outside their regular shift and as a result miss their next regularly scheduled shift or tour of duty will have their guarantee reduced by the scheduled number of hours lost from their regular assignment.

## Calling procedures

- 10.5 Once the spareboard has been exhausted, vacancies open on a tour of duty basis will be filled in the following manner:
- a) Operating employees will indicate their desire to be called for extra work on their Change of Time form.
  - b) A list of operating employees desiring to be called for extra work will be developed at each terminal by way of the Change of Time form.
- 10.6 The calling procedure to fill an operating employee vacancy open on a tour of duty basis from the extra work list is as follows:
- a) The employee 1<sup>st</sup> up from the craft where the vacancy exists at the terminal;
  - b) The next employee in rotation from the extra work list at the terminal;
  - c) The employee 1<sup>st</sup> up from the craft where the vacancy exists at the nearest adjacent terminal;
  - d) The next employee in rotation from the extra work list at the nearest adjacent terminal;
  - e) The employee 1<sup>st</sup> up from the craft where the vacancy exists at the next nearest adjacent terminal;
  - f) The next employee in rotation from the extra work list at the next nearest adjacent terminal.
- 10.7 Operating employees who have indicated their desire to be called for extra work will have preference over other employees in filling of vacancies on a tour of duty basis at their terminal.
- 10.8 Operating employees will be called from the extra work list on a rotational basis beginning with the senior operating employees at each Change of Time.
- 10.9 An operating employee who declines or does not respond when called for extra work will have their name removed from the extra work list for the balance of the next two weeks and must advise the Company to return his or her name to the extra work list to be once again considered for extra

work.

- 10.10 An operating employee unable to protect a call for extra work due to being on duty, on rest, not qualified, or by accepting such call would miss their regular assignment will retain their rotation on the extra work list.
- 10.11 Except in an emergency, the Company shall provide as near as two (2) hours notice prior to departure time as conditions will permit. In the case of a call to other than the home terminal, the Company shall provide as near as three (3) hours notice prior to departure time as conditions will permit.
- 10.12 Operating employee on the extra work list who protect at a terminal other than their own will be compensated for travel in accordance with the provisions of Article 9.15 & 9.16.

## **ARTICLE 11 - BULLETINING OF ASSIGNMENTS AND DISPLACING**

### **Bulletining of Assignments**

- 11.1 There will be four (4) changes of time per year during the last week of January, April, July and October.

At each Change of Time employees will have the opportunity to add and/or delete assignment preferences. In addition, employees will be permitted to delete one or more assignment preferences at any time but once deleted that specific preference cannot be re-instituted until the next quarterly Change of time.

At the Spring change of time, all permanent assignments will be posted for seven (7) days prior to such change to the home station and subsidiary station thereof. At the Fall change of time, all permanent assignments will be posted for seven (7) days prior to such change to the home terminal of the assignment. The notice shall specify the nature of the job and the qualifications required. An operating employee who wishes to be considered for the position(s) so posted shall signify his desire by making application to the supervisor specified in the notice prior to the expiration of the seven (7) days as provided, herein. The senior qualified applicant shall be awarded the position(s) posted; employees who fail to make application shall be assigned by the Company in reverse order of seniority.

Note: Operating employees absent for any reason during the entire posting period shall be entitled to exercise their seniority within twelve (12) hours of

becoming available for service.

- 11.2 Wherever possible, all assignments shall have a fixed starting time. Such starting times may be altered by two (2) hours from the original start time provided eight (8) hours notice has been given to the affected employee(s) If the starting time of an assignment is to be permanently changed more than two (2) hours from the original start time, the assignment will be bulletined to the home terminal as a new assignment.
- 11.3 The Company shall internally post temporary vacancies for positions when a temporary vacancy exists. An operating employee absent for any reason during the entire period of the posting shall be allowed to exercise their seniority to such position at the first opportunity when they report available for duty.
- 11.4 When a temporary vacancy will be known to exist, the Company shall post a notice of the temporary vacancy for a period of 72 hours before the job is to be filled. The notice shall specify the nature of the job and the qualifications required. An operating employee who wishes to be considered for the position so posted, shall signify his desire by making formal application to the supervisor specified in the notice prior to the expiration of the 72 hours as provided herein. The senior qualified applicant shall be awarded the position posted. Should no application be received, the junior qualified operating employee in the terminal of the assignment shall fill the vacancy.
- 11.5 When a permanent vacancy exists, the Company shall post a notice of the permanent vacancy for a period of five (5) consecutive days before the job is to be filled. The notice shall specify the nature of the job and the qualifications required. An operating employee who wishes to be considered for the position so posted, shall signify their desire by making application to the supervisor specified in the notice prior to the expiration of the five (5) days as provided herein. The senior qualified applicant shall be awarded the position posted. Should no application be received, the junior qualified operating employee in the terminal of the assignment shall fill the vacancy.

Note: If an operating employee is absent for any reason during the entire period of the posting, they shall be allowed to exercise their seniority to such position at the first opportunity when they reports available for duty.

- 11.6 In the application of this Article 11, employees working in the classification of locomotive engineer shall not be entitled to make application for a position in the classification of conductor.

11.7 In the application of this Article 11, when no applications are received for the position of locomotive engineer, the senior qualified locomotive engineer not working as such shall be assigned. In the application of this article, should a senior locomotive engineer in seniority to the employee assigned in accordance herewith subsequently become available such senior employee will be assigned to the vacancy and the employee formerly assigned released.

### **Displacing**

11.8 Operating employees who are displaced or whose assignment is abolished will exercise their seniority to another position within their classification at that terminal.

11.9 Operating employees unable to hold work within their classification at that terminal will exercise their seniority within their classification at another terminal.

11.10 Locomotives Engineers unable to hold work as such in accordance with Article 11.11 will exercise their seniority as Conductors.

11.11 Operating employees who are displaced or whose assignment is abolished will exercise their seniority upon notification of such displacement or abolishment.

11.12 Operating employees displaced from a temporary vacancy may exercise only to another temporary vacancy, if it was bulletined subsequent to awarding the original temporary vacancy.

## **ARTICLE 12 - SPAREBOARD**

12.1 A spareboard shall be maintained with a sufficient number of operating employees who will protect both operating employee normal vacancies. If only one (1) spareboard position is available it shall be awarded to a qualified locomotive engineer. If more than one (1) position is available it shall be awarded to a conductor, alternating as positions are added.

12.2 The spareboard will be maintained at Ottawa and will carry such numbers of operating employees as in the judgment of management, business may warrant. Spareboard positions will be guaranteed hours as indicated in Article 9. In addition to Ottawa, other spareboard locations may be established at the Company's discretion.



- 12.3 When there are two or more employees on the spareboard, the qualified employee from the craft 1<sup>st</sup> up will be called.
- 12.4 Spareboard positions will be scheduled to allow employees to protect five (5) days per seven (7) day period. Spareboard employees will be advised on the previous Friday of their scheduled days off for the following week.
- 12.5 In the event that the spareboard is exhausted, the provisions of Articles 10.3 through 10.11 inclusive shall apply.
- 12.6 Spareboard employees, if qualified to operate the assignment, will operate on a first in, first out basis for any and all vacancies, except as otherwise provided in this Article.
- 12.7 An operating employee on the spareboard who misses a call will be placed on the bottom of the spareboard, in their relative standing, and will have their guarantee reduced in accordance with the provisions Article 9.
- 12.8 A spareboard employee must notify the Company, when called, if they are ineligible because of insufficient rest, as required by law. The foregoing does not obviate the responsibility of the Company from keeping track of employee's hours on duty and from refraining from calling an operating employee with insufficient rest.
- 12.9 Spareboard employees will be called in proper turn as near to two (2) hours prior to departure time of the assignment as conditions will permit.
- 12.10 When reductions are made at any spareboard location, they shall be made in the reverse order of seniority. An employee reduced from the spareboard at such location must exercise their seniority rights and place himself or herself on another assignment at that location where there are employees with less seniority or, if unable to hold an assignment at that location then, on another assignment at any other location, where there are junior employees, providing he or she is qualified. When a vacancy occurs in the spareboard from which they were reduced, the employees will be recalled by seniority order.
- 12.11 When necessary for the Company to cover two or more vacancies it may become necessary to allow a non-spareboard employee to work a first out vacancy, and require the spareboard employee to work a subsequent vacancy. In such a case the affected spareboard employee will not have his earnings reduced, and shall be entitled to a three (3) hour call paid at the existing straight time rate.

EXAMPLE: There are two (2) vacancies on assignments 539 and 440. As 440 requires an undetermined length of time on duty, the spareboard employee available for train 539 could be held off to cover train 440, and the non-spareboard employee called as per Articles 10.3 through 10.11 inclusive, to cover train 539. Allowing the non-spareboard-employee to cover the vacancy without missing his next regular assignment.

## **ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 13.1 If any differences arise between the Company and the Union representing an operating employee pertaining to the meaning, interpretation or application of this Agreement shall be handled in the following manner:
- 13.2 Step 1: The operating employee or the Union's Local representative shall present a written detailed grievance to his immediate supervisor within thirty (30) calendar days of the dispute. The supervisor must respond in writing within thirty (30) days stating the supervisor's decision regarding the grievance. These time limits may be extended only by mutual agreement of the Company and the Local Union representative.
- 13.3 Step 2: A grievance not resolved in Step 1 may be progressed by the operating employee's designated representative to the Company General Manager in writing within thirty (30) days of receipt by the operating employee or of the supervisor's written decision requesting that the supervisor's decision be reviewed by the General Manager or his delegate. A written decision must be rendered by the General Manager or his delegate within thirty (30) days of receipt by the General Manager of the request for review. These time limits may be extended only by mutual agreement of the Union and the Company.
- 13.4 A grievance not resolved at step 2 will be reviewed within thirty (30) days in a joint conference between the General Chairperson and the General Manager. The parties recognize the right of the Unions to file a policy grievance commencing at step 2 of the grievance procedure.
- 13.5 The settlement of a grievance shall not, under any circumstances, involve retroactive pay beyond thirty (30) days prior to the date the grievance was submitted at Step 1 of this grievance procedure.
- 13.6 Any grievance not advanced by the operating employee or his designated Union representative within the prescribed time limits shall be deemed to be abandoned. Where a written decision is not rendered by the appropriate

officer of the Company within the prescribed time limits, the grievance will be allowed without precedent or prejudice. Any grievance abandoned by the Union will not be considered as a precedent or waiver of the contentions of the Union as to similar cases.

- 13.7 a) If a grievance concerning the interpretation or alleged violation of this Agreement has been processed in the procedural manner through each of the steps outlined in Article 13, or an appeal against the discipline imposed has been processed in the procedural manner and through each of the steps outlined in Article 13 and still has not been settled or disposed of, it may be referred to Arbitration by any of the signatories to this Agreement for final and binding settlement without a work stoppage. Proceedings for submitting the grievance to Arbitration must be instituted by the Union or the Company within thirty (30) days of the General Manager's decision. No dispute may be submitted to Arbitration until it has been processed through the grievance procedures set forth in Article 12 or Article 13 of this Agreement.
- b) The grievance shall be referred to an Arbitrator who is mutually acceptable to the applicable parties. The cost of the Arbitrator shall be shared on an equal basis between the Union and the Company.
- c) As soon as the Arbitrator is selected, the applicable parties will contact the Arbitrator to set a hearing date. Prior to the hearing or at such other time as the parties may agree, the Company and the Union shall submit a joint submission of the issues containing a statement of the facts and a statement of the respective positions of the parties. If the parties cannot agree on the contents of the joint submission, each party may submit its separate statement of position.
- d) At the hearing the parties may each present their case verbally or in writing to the Arbitrator. The Arbitrator shall consider only the dispute or question presented to him in the notice and the decision shall not add to, subtract from, modify, rescind, or disregard any provisions of this Agreement. The Arbitrator's decision shall be final and binding.
- e) If Arbitration is not utilized, the General manager's decision shall be final and binding. In that case, the matter will be closed but will not be considered as a precedent or waiver of the contentions of the union as to similar cases.
- 13.8 Notwithstanding the grievance procedure set forth above, when there is a question regarding time to be paid, any portion not in dispute will be paid and the Company will notify the operating employee within thirty (30) days

from its receipt of the time claim whether it is allowing or disallowing the claim. If the Company disallows the claim, it must state its reason(s) in writing for so doing. Any claim made pursuant to this Article not responded to by the Company within the specified time limits shall be deemed approved and shall be paid by the Company. The decision to disallow a time claim is immediately subject to the provisions of Step 2 of the grievance procedure.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.1 An operating employee may be granted a leave of absence without pay of up to ninety (90) days at the discretion and upon approval of the Company. The period of leave may be extended at the discretion of the Company. An operating employee granted such a leave shall sign a copy of a written authorization of leave.
- 14.2 An operating employee on leave of absence from the Company may not work for another company unless the Union and the Company mutually agree to allow the operating employee to work for another company. Any operating employee who engages in such other employment without the consent of the Union and the Company shall be considered terminated.
- 14.3 The Company shall grant a leave of absence without pay to any operating employee elected or appointed to a Union office or as a Local or General Chairman or as a delegate to any union activity for the term of the office or until completing the activity, unless the activity unduly interferes with the operations of the Company.

#### **ARTICLE 15 - PAY DAY**

- 15.1 When the Company so requires, employees will complete and submit time return upon completion of each shift or tour of duty.
- 15.2 All operating employees shall receive wages in accordance with Article 9 of this Agreement. Operating employees shall be paid bi-weekly by electronic funds transfer.
- 15.3 Operating employees leaving the service of the Company shall be furnished with a payment covering all time due on the next pay period.
- 15.4 All overtime shall be shown as a separate item on the pay summary of operating employees.

- 15.5 An operating employee who has been short paid will be issued a voucher within 3 calendar days excluding Saturday and Sunday.

### **ARTICLE 16 - TRAINING**

- 16.1 The Company shall establish training and qualification programs for each classification after consulting with the Unions. These programs are intended to assist an operating employee to gain better knowledge of his or her job and to learn new skills.
- 16.2 An operating employee required to train as a locomotive engineer and then refuses to fulfill the requirements for qualifying for the position or withdraw prior to meeting said qualifications, will be terminated from the employment of the Company.
- 16.3 The provisions of article 16.2 above will not apply to an operating employee who is prevented from commencing or completing Locomotive Engineer's training due to:
- a) Bona fide illness, which has been confirmed by a Company appointed doctor, or
  - b) Lack of experience as an operating employee as required in the training guidelines, or
  - c) Extenuating circumstances provided prior approval is obtained from both constituent General Chairpersons and the General Manager.
- 16.4 An employee who is in training will be paid in accordance with wage rate as indicated in Appendix B for the actual time spent in training and shall be reimbursed for their reasonable costs of travel. Employees will also receive their regular rate of wages for traveling to and from the training location if different from home terminal. In the event the classification being trained for is less than the employee's regular rate of wages, the higher amount will be paid.
- 16.5 Employees providing training will receive a training rate equivalent to one hour per tour of duty. Such hour shall not be used for the purpose of calculating hours worked and/or overtime.

### **ARTICLE 17 - COMPENSATION FOR ATTENDANCE**

17.1 When an operating employee is:

- a) required by the Company to attend a meeting, or
- b) required to attend medical examinations and/or testing pursuant to Article 26.1, or
- c) required to provide information at an employee hearing pursuant to Article 12,

will be compensated in accordance with Article 17.2 below.

17.2 In the application of Article 17.1 above operating employees will be compensated as follows:

- a) When time is lost - bulletined hours of the assignment.
- b) When no time is lost - all time occupied (including travel time) with a minimum of three hours.

17.3 In the application of this Article 17, operating employee will be compensated for actual reasonable expenses. Company policy may require such reasonable expenses to be supported by receipts.

## ARTICLE 18 - VACATIONS

- 18.1 Operating employees who qualify will receive paid vacation time on the following schedule according to their Company continuous service on the 31<sup>st</sup> December of the previous year:
- a) One (1) year but less than five (5) years shall receive two (2) weeks at four percent (4%) of the previous year's earnings;
  - b) Five (5) years or more but less than ten (10) years shall receive three (3) weeks at six percent (6%) of the previous year's earnings;
  - c) Ten (10) years or more but less than fifteen (15) shall receive four (4) weeks at eight percent (8%) of the previous year's earnings;
  - d) Fifteen (15) years or more shall receive five (5) weeks at ten percent (10%) of the previous year's earnings.
  - e) Twenty eight (28) years or more shall receive six (6) weeks at twelve percent (12%) of the previous years earnings.
  - f) Employees must splits in whole weeks. "Residuals" will be treated as one week.
  - g) Vacation will be allotted in order of seniority except that where vacations are split, second periods of vacation will not be allotted until all junior employees have also been allotted their first choice of vacation period (where vacations are split) or their entire allotment where no split is made; third choices of vacation dates will be similarly allotted.
  - h) Vacation time shall not be accumulated from one year to the next. The Company in its discretion may allow an operating employee to carry over his vacation to the next year in circumstances where, due to illness or injury, the operating employee has not been reasonably able to take his vacation in the year it became available. There will be no pay for vacation instead of time off unless the Company cannot grant the employee his vacation during the calendar year.
- 18.2 To be counted as a year of service, an operating employee must have been continuously employed for a period of twelve (12) consecutive months. Time off for union business, time off on account of any authorized layoff, bona fide illness, injury and vacation days, shall count as continuous service for the purpose of this Article. An operating employee with less than twelve (12) continuous months of service with the Company shall receive vacation

pay in an amount equal to four percent (4%) of his total earnings. An operating employee who is hired pursuant to Article 5 and who has performed service in only a portion of a full month and is laid off, shall leave that portion of the month counted as a full month of continuous employment for the purposes of this Article.

- 18.3 Vacation requests must be submitted in writing to the operating employee's supervisor between January 1st and January 31st of each year. The Company will respond by no later than February 15th of each year. Those operating employees with the greater amount of Company service will have priority if duplicate requests for the same vacation times are received. When submitting requests, operating employees should include a sufficient number of choices in case of duplicate requests.
- 18.4 (2019 MOA). The maximum number of operating employees who may be on vacation at one time shall be limited to no more than ten percent (10%) (rounded to the nearest whole number) of the number of operating employees in a classification. In its discretion, the Company may allow additional operating employees in a classification to be on vacation at the same time. Except in an emergency, once a vacation request is granted, the operating employee shall be allowed to take the assigned time. If the vacation must be rescheduled due to an emergency, the operating employee and the Company shall mutually agree to the rescheduled time. If the operating employee's vacation is rescheduled by the Company due to an emergency and the operating employee has prepaid for the vacation and cannot obtain a refund and/or cannot use the prepaid vacation at a later date, the Company shall reimburse the operating employee for out-of-pocket expenses.
- 18.5 If an operating employee ceases to be employed, the Company shall pay to the operating employee any vacation pay owed by the Company to the operating employee. In these circumstances, vacation pay shall be calculated at the rate of two percent (2%) per week of vacation to which the operating employee's service entitles him, multiplied by the regular wages of the operating employee for the period of service for which the operating employee has not already received vacation. Any accrued vacation pay in a year shall be paid to the estate of an operating employee who dies while in the employ of the Company.



## **ARTICLE 19 - GENERAL HOLIDAYS**

19.1 The Company recognizes the following days as paid holidays:

New Year's Day  
January 2  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday in August  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day.

19.2 An operating employee who is not required to work on a general holiday shall be paid at the equivalent of the wages he would have earned at his regular rate of wages for his normal hours of work.

19.3 An operating employee who is required to work on a general holiday shall be compensated at one and one-half (1 1/2) times his regular rate in addition to his regular rate of wages at straight time. Overtime earned will be paid in the same pay period. Where a paid holiday falls on an employee's vacation, it shall be rescheduled at a time mutually agreeable to the employee and his supervisor or shall be paid at straight time.

19.4 Regular assigned employees shall be notified of cancellations prior to the General Holiday.

19.5 Regular assigned employees notified of the cancellation of their regular assignment will not be again called to protect their regular assignment should it be rescheduled to operate. Under this provision employees shall not have their guarantee deducted due to being unavailable for service.

## **ARTICLE 20 - MEALS EXPENSE REIMBURSEMENT AND ACCOMMODATIONS**

20.1 Operating employees are entitled to a paid meal break of thirty (30) minutes. Operating employees who have been on duty over ten (10) hours will be entitled to a second thirty (30) minutes paid meal break. Trains will not be delayed nor the train operations disrupted solely as a result of stopping train to eat. Operating employees will report for work suitably

prepared for a tour of duty recognizing that the opportunity to take a meal will be governed by the practicability of train operations.

- 20.2 Operating employees required to terminate their tour of duty away from their home terminal will be paid a meal allowance of thirty (\$30.00) dollars for every twenty-four (24) hour period from the start of their tour of duty such operating employees are away from their home terminal, unless meals are furnished by the Company.
- 20.3 When an operating employee is tied up for rest at points other than the designated home terminal of his assignment he shall be provided suitable lodging at the Company's expense. The Company shall consult with the Unions regarding the suitability of accommodations.
- 20.4 When an operating employee is required to work away from his home terminal, the Company shall either provide transportation or reimburse the operating employee for the necessary cost of transportation and meal expenses if necessary. If the operating employee is permitted by the Company to utilize his own automobile, the Company shall reimburse the employee at the rate as indicated in Article 9.20 for the kilometres traveled via the most direct highway route.

## **ARTICLE 21 - HEALTH AND SAFETY**

- 21.1 The Company shall establish a Health and Safety Committee made up of at least one (1) member from management and one (1) member from each of the Unions.
- 21.2 The Health and Safety Committee shall meet quarterly and shall consult and make recommendations to the Company concerning the furtherance of health and safety measures, including but not limited to the reduction of ergonomic hazards in the workplace and to conduct such other functions as required by the applicable Federal and/or Provincial legislation governing Occupational Health and Safety.
- 21.3 The Company shall furnish for those employees requiring the appropriate safety gear, hard hats, safety vests, safety glasses (not prescribed) and gloves as per CN policy. .

## **ARTICLE 22 - BEREAVEMENT LEAVE**

- 23.1 All operating employees shall, due to the death of the operating employee's

- grandparent, spouse's grandparent, stepparent, mother-in-law, father-in-law, brother, sister, stepbrother or stepsister, be entitled to three (3) consecutive calendar days bereavement leave. Such operating employee shall be compensated the bulletined hours of the assignment for each tour of duty lost within such three (3) consecutive calendar days.
- 23.2 All operating employees shall, due to the death of the operating employee's parent, spouse, child or stepchild, be entitled to five (5) consecutive calendar days bereavement leave. Such operating employees shall be compensated the bulletined hours of the assignment for each tour of duty lost within such five (5) consecutive calendar days.
- 23.3 In the application of this article, "operating employee's spouse" means the person who is legally married to the operating employee and who is residing with or supported by the operating employee. If there is no legally married spouse, it means the person who qualifies under the definition of the word "spouse" in Section 2 (1) of the Canadian Human Rights Benefits Regulations, as long as such person is residing with the operating employee.
- 23.4 If the operating employee wishes to have the Company grant an exception to this policy, he or she must present their request to the General Manager for consideration. The General Manager may grant an exception at their sole discretion.
- 23.5 If an operating employee is bereaved while on vacation, bereavement leave days shall not be included as part of the vacation period. The vacation days not taken shall be rescheduled through mutual agreement between the Company and the operating employee.

### **ARTICLE 23 - JURY DUTY AND ATTENDING COURT**

- 24.1 An operating employee who is summoned or who serves on jury duty and is required to lose time from his assignment shall be paid the difference between the amount paid by the Court for such jury service and the amount of his regular base rate of wages for his regular tour of duty he would have otherwise worked, not including, however, reimbursement from the Courts for meals, lodging or transportation. If jury duty falls during a period of the operating employee's annual vacation, then the operating employee will have his vacation rescheduled to a time that is mutually agreeable to the Company and the operating employee. Hours paid under this provision shall not be considered as time worked when computing overtime.
- 24.2 An operating employee must furnish the Company with a statement from

the Court of the jury allowance paid by the Court and the days on which jury duty was performed.

- 24.3 When attending Court as a witness for the Company or a medical examiner's inquest in cases where the Company is involved, or if he is subpoenaed by the Crown or government agencies in cases where the Company is involved, an operating employee shall receive pay for all time lost at his regular base rate of wages, or if the appearance falls on a rest day, he shall be paid actual time in attendance with a minimum of three (3) hours. This Article applies to an operating employee who is party to a civil or criminal suit brought against him while performing duties on behalf of the Company. The Company shall be entitled to a certificate for witness fees in all cases.
- 24.4 This Article does not apply if the operating employee is under criminal investigation.

#### **ARTICLE 24 - INJURED ON DUTY**

- 25.1 Operating employees injured while at work will be not required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.
- 25.2 An operating employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for that 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 operating employee will be paid the difference between such compensation and payment for their full shift.

#### **ARTICLE 25 - EMPLOYEE HEALTH AND PHYSICAL FITNESS**

- 25.1 Medical and eye examinations and/or tests required by the Company will be arranged and paid for by the Company in accordance with Article 17.2.

#### **ARTICLE 26 - MEDICALLY RESTRICTED**

- 26.1 Situations may be encountered wherein operating employees with medical restrictions find their work opportunities severely limited. In such cases, it is agreed that both parties would work towards a mutually satisfactory

solution based on the premise of reasonable accommodation.

- 26.2 If it is determined that the extent of the medical restriction prohibits the operating employee from retaining employment within this Agreement, every opportunity to provide alternate work within the Company will be explored. In some cases, this would require the operating employee to take training for alternate work opportunities providing the employee is deemed to be suitable and adaptable for such training as deemed by the Company and the Union.

### **ARTICLE 27 - SUPPLIES FOR LOCOMOTIVES**

- 27.1 The lead locomotive will be equipped with a working hot plate, working fridge, drinking water, a working toilet and suitable seats, acceptable to the parties within reason. At least one locomotive on the consist will be equipped with a microwave oven.

### **ARTICLE 28 - LOCKER FACILITIES**

- 28.1 Locker facilities will be provided at the on duty location for each operating employee.

### **ARTICLE 29 - NOTICE BOARDS**

- 29.1 Notice Boards will be provided for posting of notices by the Unions.

### **ARTICLE 30 - PAGERS AND CELLULAR TELEPHONES**

- 30.1 When operating employees supply their own pagers and cellular telephones, the Company will supply to operating employees the proper documentation for income tax purposes.

### **ARTICLE 31 - CERTIFICATE OF SERVICE**

- 31.1 When operating employees are dismissed or resign they will:
- a) be paid within thirty (30) days,

- b) be given a certificate, upon request, stating time of service and in what capacities they were employed.

### **ARTICLE 32 - MATERIAL CHANGES**

- 32.1 Prior to the introduction of closures of home stations, the relocation of regular assigned work, the abolishment of regular assigned work or technological changes initiated solely by the Company having a significant adverse affect on employees the Company will:
- a) give at least 90 days advance notice to the affect union of any such proposed change, with a full description thereof and details as to the anticipated changes in working conditions; and
  - b) negotiate with the union measures to minimize any significant adverse effects of the proposed change on employees but such measures shall not include changes in rates of pay.
  - c) While not necessary limited thereto, the matters considered negotiable may include the following:
    - i. training and transfer opportunities
    - ii. severance opportunities
    - iii. relocation benefits
    - iv. sale of house
    - v. appraisal procedure
    - vi. lump sum payments
    - vii. work distribution
- 32.2 The negotiations referred to in paragraph 32.1 shall commence within 20 days of the date of the notice specified in the applicable paragraph.
- 32.3 a) If the negotiations do not result in mutual agreement within 60 calendar days of their commencement, the issue or issues remaining in dispute may within 20 days of the cessation of negotiations be referred by either party to a mutually acceptable arbitrator for resolution and whose decision shall be final and binding upon both parties.
- b) The request for arbitration shall be made in writing by either party to the other. If the parties cannot agree on the selection of an arbitrator within seven (7) calendar days of the request for arbitration, the Minister of Training and Employment Development shall be requested by the parties or either of them to appoint an arbitrator.

- c) The parties will prepare a joint statement of the issue or issues remaining in dispute to be submitted to the arbitrator. The arbitrator shall hear the dispute within thirty (30) calendar days from the date of appointment and shall render the decision together with reasons therefore in writing within thirty (30) calendar days of the completion of the hearing.
- d) In the event that the parties cannot agree upon a joint statement of issue or issues remaining in dispute, either party desiring arbitration may submit a separate statement and proceed to a hearing and the other party will be so informed.
- e) At the hearing before arbitration, argument may be presented orally or in writing, and each party may call such witnesses as it deems necessary
- f) Time limits specified in the article may be extended by mutual agreement.
- g) The decision of the arbitrator shall be confined to the issue or issues placed before him or her and shall also be limited to the matters described in Article 32.1 (c) for minimizing the significantly adverse effects of the proposed change upon employees who are directly affected thereby.

32.4 The changes proposed by the Company which can be subject to negotiation and arbitration under this article do not include changes brought about by normal application of the collective agreement, changes resulting from a decline in business activity, fluctuations in traffic, or other normal changes inherent in the nature of the work in which employees are engaged.

32.5 The changes referred to in this article will be implemented on the date specified in the notice, notwithstanding that the procedures for negotiations and arbitration, if necessary, have not been completed.

### **ARTICLE 33 - PRINTING OF COLLECTIVE AGREEMENT**

33.1 The Company undertakes the responsibility for the printing and translation of the Collective Agreement as may be required from time to time and will absorb the cost of such printing as well as the cost of delivery of sufficient copies to the Local Chairmen within sixty (60) days of the effective date of this Agreement. This will include the cost of printing and delivery of updated pages and the provision of a machine readable file (computer diskette) of

the Collective Agreement to the General Chairmen.

- 33.2 Employees will be supplied with an English and/or French version of the Collective Agreement. When in conflict as to interpretation disputes the English version shall prevail.

#### **ARTICLE 34 - NO STRIKES OR LOCK-OUTS**

- 34.1 The Company shall not lock out any operating employee covered by this Agreement and the Unions shall not authorize or take part in any work stoppage, slowdown, strike, or picketing of the Company during the life of this Agreement. The Company reserves the right to discipline, including the right to terminate the employment of any operating employees taking part in any violation of this provision of the Agreement.

#### **ARTICLE 35 - NO DISCRIMINATION**

- 35.1 Neither the Company nor the Unions nor any operating employee shall permit discrimination, intimidation or coercion against any person by reason of sex, marital status, race, national origin, colour or religion.

#### **ARTICLE 36 - TERM OF AGREEMENT**

- 36.1 The term of this agreement is from January 1, 2017 to December 31, 2022. Thereafter, this Agreement shall continue in effect from year to year unless either party gives notice to the other of its desire to revise or supersede this Agreement, such notice to be given not less than one hundred twenty (120) days prior to the date upon which this Agreement would otherwise expire.
- 36.2 The provisions of Article 37.1 shall not be construed so as to constrain the parties to this Agreement from making any changes to or from adding to the scope or application of or from extending the provisions of this Agreement during the term of this Agreement that are mutually acceptable.
- 36.3 Rules necessary to meet local conditions may be negotiated and made effective, subject in each case to the approval of the officer of the Company designated by OCR and of the Council and subject to either party having the right to cancel the rules on thirty (30) days written notice.

#### **ARTICLE 37 - APPLICATION AND INTERPRETATION OF AGREEMENT**



- 37.1 Operating employees or their representatives will call the attention of the supervisory officers to any violation of the terms of this Agreement and if necessary, the General Chairmen will refer such matters to the proper officer of the Company.
- 37.2 Any question of interpretation which may arise will be adjusted by the General Chairmen with the proper officer of the Company.
- 37.3 No ruling will be made by an officer of the Company changing any generally accepted interpretation of any Article of this Agreement without first having discussed the matter with the General Chairmen. A copy of the ruling issue will be furnished to the General Chairmen.
- 37.4 No local arrangements which conflict with the generally accepted interpretation for the provisions of this Agreement will be entered into unless first approved by the General Chairmen affected and the proper officer of the Company.

Signed at Montreal, Quebec, this 13<sup>th</sup> day of January 2020.

For the Company:

For the Unions:

\_\_\_\_\_  
Douglas S. Fisher  
For: Dorothea Klein

Paul Boucher  
General Chairman (TCRC)

Sr Vice-President,  
Chief Human Resource Officer

\_\_\_\_\_  
Jim Lennie,  
General Chairman (TCRC-CTY)

Maud Boyer  
Senior Manager , Labour  
Relations

Vanessa Paquet  
Manager Labour Relations

Francois Boucher

GM of Operations  
Eastern Canada  
Superintendent, Transportation



**APPENDIX A - RATES OF PAY**  
(BASIC HOURLY RATE)

<b>Qualifications</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Locomotive Engineer	\$48.74	\$49.71	\$50.71	\$51.72	\$53.27	\$54.87
Conductor	\$46.26	\$47.18	\$48.13	\$49.09	\$50.56	\$52.08

During an operating employee's training period, the employee shall be paid at 75% of the basic hourly rate of the conductor's rate of pay.







## APPENDIX B - SUPPLEMENTAL EMPLOYEES

December 5, 2001 - Letter of Understanding

The Company and Union recognize that there may be occasions that would require the necessity to increase the workforce on a temporary basis. It is agreed that such occasions would be as a result of rare and extenuating circumstances. To this extent and understanding the following has been agreed to;

1. Supplemental employees are employees that do not hold and who will not establish seniority under the provisions of the Collective Agreement.
2. Supplemental employees may be terminated at any time at the discretion of the Company.
3. Supplemental employees, when utilized, shall be governed by the provisions of the Collective Agreement.
4. The Number of Supplemental employees being utilized will not exceed 10% (rounded to the highest number) of the total complement of full time seniority rated employees covered by this Collective Agreement.
5. Supplemental employees shall pay Union dues for each month or portion of a month when utilized under this Agreement.
6. All full time seniority rated employees shall be given the opportunity to fill positions prior to the utilization of supplemental employees.
7. In the event a supplemental employee is utilized in a higher paying position denied to a full time seniority rated employee as a result of insufficient qualifications the following shall apply;

(i) The senior full time seniority rated employee who was denied the opportunity to fill the position occupied by the supplemental employee shall have his rate of pay increased to the highest rate for the time period the supplemental employee is utilized.

Signed this 3<sup>rd</sup> day of January 2002

(Signed) R.A. Beatty  
General Chairperson  
UTU

(Signed) Richard Dyon  
General Chairman  
BLE

(Signed) Jean-Marc Montigny  
For the Company



## **APPENDIX C - LEAVE FOR PERSONAL URGENT AFFAIRS**

During the current round of negotiations one of the proposals submitted by the Unions concerned leave of absence for urgent personal affairs.

The Company and the Unions agreed to implement a personal leave program, on a trial basis, for a period of one (1) year. The detailed terms of this program will be discussed and agreed upon during the closed period. However, it is agreed that such leave of absence will encompass the following parameters:

1. A maximum period of leave of one (1) month duration.
2. Payment in the form of a repayable loan to the operating employee for each week of personal leave.
3. Repayment of loan at ten (10) percent of gross wages over a period of not more than one (1) year.
4. A guarantee that such loan will be repaid in the event of the operating employee' death, dismissal or resignation.
5. A ceiling on the number of operating employees on personal leave at any one time.
6. Applications for such personal leave to be made through the General Chairperson of the respective union.
7. Such personal leave to be subject to approval by the Company Director - Human Resources on behalf of the Company President.
8. Approval of such personal leave to be at the discretion of the Company.

It is understood the personal leave program will be designed for the purpose of granting operating employees time off to manage urgent personal affairs such as immediate family problems in exceptional circumstances, and will not apply to employee illness, injury, etc., nor will it apply when a operating employee has unused annual vacation entitlement. The personal leave program will not, therefore, replace existing benefits, programs or government programs.

The parties will meet as soon as possible but in no case later than sixty (60) days from the signing of the Memorandum of Agreement to finalize the details of the personal leave program. It is further understood that the terms of the personal leave program will not form part of the collective agreement.

## APPENDIX D

INSERT appendix xxx (746) FROM 2011 MOA  
NEED TO GET WORD VERSION

June 24,2011

Paul Vickers  
General Chairman - TCRC LE

Jim Robbins  
General Chairman—TCRC CT

### 746 Concept for Filling Vacancies on the OCR

All vacancies, both permanent and temporary, will be filled using the 746 concept outlined herein.

1. There will be four (4) Changes of Time per year during the last week of January, April, July and October.
2. At each Change of Time employees will have the opportunity to add anchor assignment preferences. In addition, employees will be permitted to delete more assignment preferences at any time once deleted that specific preference cannot be re-instituted until the next quarterly Change of Time.
3. Board Change will be effective each Monday at 0001 hours and all employee will be automatically assigned for the next seven (7) day period.
4. Employees wishing to delete a choice or choices must notify the Crew Management Centre by 2359 on Wednesday for the deletion to be effective on the follow Board Change.
5. Displacements between board changes are not permitted.
6. All vacations will start on Mondays. Employees who have residual vacation of less than seven (7) will be assigned for that week and will pick up their assignment when their vacation expires.
7. Only vacancies known to exist for the entire seven (7) day period will be filled. Employees who book sick or are otherwise unavailable will be assigned a position at the board change unless it is known their absence will extend through that entire board change.
8. Results of each Monday Board Change will be available in CATS the previous Thursday (Evaluation Day). Employees being laid off or recalled will be advised of such on the applicable Evaluation Day.
9. In the event the Company makes changes to assignments, abolishes assignments or adds new assignments such changes will be effective on a Monday. The Crew

Management Centre will contact each employee prior to the Thursday result and employees will be given the opportunity to change their ranking of the affected assignment. Similarly, when a new assignment is added, the Crew Management Centre will contact all employees prior to the Thursday result and allow them to insert the new assignment according to the employee's preference.

10. A different Board Change Day/Time may be adopted on the OCR if mutually agreed between the respective Local Chairmen and the proper officer of the Company. If the Board Change Day/Time is changed the days/time referred to in paragraphs 3, 4, 6, 8 and 9 will change correspondingly.
11. Under the 746 concept of filling vacancies there is no distinction made between permanent and temporary vacancies. For the purposes of Material Changes all employees assigned during a specific 746 week will be deemed to be holding a permanent position, as will all employees their senior who may be, absent for any authorized reason including illness.

Signed June 24, 2011

For Canadian National Railway:

For the Union:

For : Vice-President, Human Resources

General Chairman, TCRC LE

General Chairman, TCRC CTY