

WAGE AGREEMENT No. 1

Between

CANADIAN PACIFIC RAILWAY

and the

CANADIAN SIGNALS AND
COMMUNICATIONS SYSTEM COUNCIL
NO. 11 OF THE IBEW



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CANADIAN PACIFIC RAILWAY

and the

**CANADIAN SIGNALS AND
COMMUNICATIONS SYSTEM COUNCIL NO.
11 OF THE IBEW**

governing rates of pay & rules for employees in the classification of

S&C Foreman, S&C Assistant Foreman,
S&C Senior Technician, S&C Technician,
S&C Leading Maintainer, S&C Maintainer,
S&C Maintainer's Helper, S&C Wireman,
S&C Helper, S&C Labourer
Employed on CPR in Canada

For the Years 2021, 2022, 2023, 2024, and 2025

Note: It was not the intention of the parties to change, add to or detract from the intent of the negotiated language by virtue of the re-write itself.

For this reason, the Collective Agreement will be open for correction of any instance where this may have occurred. If the parties have a dispute on whether the intent has been changed in any way, they will meet to resolve the issue. If the issue cannot be resolved, then they will agree to have the matter arbitrated expeditiously.

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EMPLOYMENT EQUITY

The Company and the Union acknowledge that they will support Employment Equity plans that will be developed in consultation with the Union to address employment equity barriers

PRIVACY & ACCESS TO INFORMATION

Employees may inspect and/or receive copies of their personal files in accordance with the terms and conditions outlined in Canadian Pacific Railway's Policy concerning Privacy of Information. A copy of this policy is available upon request from the immediate Supervisor.

Upon a formal request in writing from the Union, the Company will provide one designated Representative from the Union with a list of employees governed by this Collective Agreement, which shall include the employee's home address and telephone number. This information shall be provided once per year, for the purpose of conducting Union business, unless circumstances warrant otherwise

ARTICLE 1 RATES OF PAY

1.1 BASIC RATES OF PAY

Starting Rates:

Employees will be compensated as follows:

1st 7 months of cumulative compensated service (CCS)	--	85% of job rate
2nd 7 months of CCS	--	90% of job rate
3rd 7 months of CCS	--	95% of job rate
Thereafter	--	100% of job rate

HOURLY RATES OF PAY EFFECTIVE

	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
S&C Foreman	43.593	44.465	45.576	46.944	48.352
S&C Technician	38.687	39.4600	40.447	41.660	42.910
S&C Assistant Foreman	38.633	39.405	40.390	41.602	42.850
S&C Leading Maintainer	36.107	36.829	37.750	38.882	40.049
S&C Maintainer/ Wireman/ Mobile Maintainer	35.648	36.361	37.270	38.388	39.540
S&C Maintainer's Helper	28.965	29.544	30.283	31.191	32.127
S&C Helper	28.965	29.544	30.283	31.191	32.127
S&C Labourer	27.240	27.785	28.480	29.334	30.214

HOURLY RATES OF PAY EFFECTIVE

S&C Foreman Rate	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	43.593	44.465	45.576	46.944	48.352
95%	41.413	42.241	43.297	44.596	45.934
90%	39.233	40.018	41.019	42.249	43.517
85%	37.054	37.795	38.740	39.902	41.099

HOURLY RATES OF PAY EFFECTIVE

S&C Technician Rate	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	38.687	39.460	40.447	41.660	42.910
95%	36.752	37.487	38.424	39.577	40.765
90%	34.818	35.514	36.402	37.494	38.619
85%	32.884	33.541	34.380	35.411	36.474
Training Rate	29.579	30.171	30.925	31.853	32.808

NOTE: Training period will not exceed four (4) months.

S&C Assistant Foreman	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	38.633	39.405	40.390	41.602	42.850
95%	36.701	37.435	38.371	39.522	40.708
90%	34.769	35.465	36.351	37.442	38.565
85%	32.838	33.494	34.332	35.362	36.423

S&C Leading Maintainer	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	36.107	36.829	37.750	38.882	40.049
95%	34.302	34.988	35.862	36.938	38.046
90%	32.496	33.146	33.975	34.994	36.044
85%	30.691	31.305	32.087	33.050	34.041

HOURLY RATES OF PAY EFFECTIVE

S&C Maintainer/ Wireman/Mobile Maintainer	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	35.648	36.361	37.270	38.388	39.540
95%	33.866	34.543	35.406	36.469	37.563
90%	32.083	32.725	33.543	34.549	35.586
85%	30.301	30.907	31.679	32.630	33.609

S&C Maintainer's Helper	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	28.965	29.544	30.283	31.191	32.127
95%	27.517	28.067	28.769	29.632	30.521
90%	26.068	26.590	27.255	28.072	28.914
85%	24.620	25.113	25.740	26.513	27.308

S&C Helper	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	28.965	29.544	30.283	31.191	32.127
95%	27.517	28.067	28.769	29.632	30.521
90%	26.068	26.590	27.255	28.072	28.914
85%	24.620	25.113	25.740	26.513	27.308

HOURLY RATES OF PAY EFFECTIVE

S&C Labourer	Jan 1, 2021 \$	Jan 1, 2022 \$	Jan 1, 2023 \$	Jan 1, 2024 \$	Jan 1, 2025 \$
Job Rate	27.240	27.785	28.480	29.334	30.214
95%	25.878	26.396	27.056	27.867	28.703
90%	24.516	25.006	25.632	26.401	27.193
85%	23.154	23.617	24.208	24.934	25.682

- 2023, 2024 and 2025 rates of pay may be subject to further increase. See 2020 MOS Appendix 1.

1.2 A S&C Senior Technician will be paid the following amount in addition to the hourly rate that he would otherwise receive in the application of this Article 1:

- (i) At Shops where three or more S&C Technician positions are established
-- 2 units;
- (ii) At Shops where two S&C Technician positions are established
-- 1 unit.

Note: One unit is equal to two percent (2%) of the S&C Technician's job rate. Calculated against the rates of pay in effect during the term of this Agreement, units are equivalent to the following amount:

	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025
1 Unit	0.774	0.789	0.809	0.833	0.858
2 Units	1.547	1.578	1.618	1.666	1.716

1.3 Shift Differentials

Employees whose regularly assigned shifts commence between 1400 and 2159 hours, shall receive a shift differential of \$0.75 per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of \$1.00 per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for absence from duty such as vacations, general holidays, etc.

- 1.4** Employees temporarily assigned to higher rated positions will receive the higher rates while occupying such positions.
- 1.5** Employees temporarily relieving in lower rated positions will not have their rates reduced.
- 1.6** Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of rules in this agreement.

1.7 Periodic Rules Examinations

An employee will not be required to take a periodic rules examination in the Canadian Rail Operating Rules during off duty hours or scheduled rest days.

1.8 Electronic Pay Invoices

All employees are required to receive their pay invoices electronically through email, which are also available through employee self serve on Railcity.

1.9 Coaching Allowance

Coaching Allowance to be applicable to Maintenance, Construction and Winnipeg Wiring Shop employees as follows:

- a) On days in which the Company elects to have an employee qualified to Coach, or mentor an apprentice the Company agrees to provide the Coach with a \$50.00 coaching premium for each day an apprentice works with him/her. If the apprentice is with the Coach for less than a full shift, the coaching allowance will be prorated. The Coaching premium will be deemed as pensionable earnings.

Note 1: In order to become a Coach for the purposes of this Article, it is the Company's intent to provide a coaching course to employees prior to the assignment of an apprentice; however, failure to do so will not disqualify an employee as an available Coach or from being required to work with an apprentice.

Note 2: IBEW General Chairmen will be given an opportunity to review all course material to be used in the coaching course and evaluation prior to its commencement. The General Chairman, or designate, will be notified not less than 14 days in advance of the qualification testing. The General Chairman, or designate, will have the right to attend the testing at no cost to the Company.

Note 3: For the purpose of this Article, an “apprentice” will also be recognized as a Technician trainee or a Winnipeg Wiring Shop trainee.

- b) The Company will meet and confer with the General Chairman, or his designate at no cost to the Company, to discuss and finalize the coaching candidates prior to final mutual selection. The candidate(s) selected may not be in seniority order.
- c) Coaches must provide status and evaluation reports for their apprentice as required by the Company. Coaches must ensure the apprentice is knowledgeable in and compliant with on-the-job requirements that demonstrate the apprentice’s ability to perform the duties of a qualified S&C employee.

ARTICLE 2
HOURS OF SERVICE AND MEAL PERIOD

2.1 The work week for employees covered by this agreement, unless otherwise excepted herein, shall be designated by the Company as follows:

- a) forty (40) hours consisting of five (5) days of eight (8) hour shifts, with two (2) consecutive rest days in each seven (7). The preferred rest days will be those identified in Article 4.1, which are Saturday and Sunday and then Sunday and Monday, or Friday and Saturday; or
- b) forty (40) hours consisting of four (4) days of ten (10) hour shifts, with three (3) consecutive rest days in each seven (7). The preferred rest days will be Friday, Saturday and Sunday or Saturday, Sunday and Monday; or
- c) eighty (80) hours consisting of eight (8) days of ten (10) hour shifts, with six (6) consecutive rest days in each fourteen (14).

The 8/6 cycle will preferably start on a Monday, Tuesday or Wednesday and the 4/3 cycle will preferably start on a Monday or Tuesday, and the General Chairman will be consulted prior to any changes.

Employees working in S&C Construction shall work a 4/3, or 8/6 work cycle in preference to a 5/2 cycle, unless:

- i. for S&C training purposes.

Employees working in S&C Maintenance shall work a 5/2 or 4/3 work cycle.

When the work cycle of an employee changes, the employee will not suffer lost wages through the course of fulfilling the requirements of eighty (80) regular hours in the pay period.

This article shall not be construed to create a guarantee of any number of hours or days of work not provided for elsewhere in this agreement. (See Article 4)

Canada Labour Code – Averaging Agreement Understanding

2.2.1 The 8/6 work cycle shall constitute a modified work schedule for the purposes of Division I, Hours of Work, Section 170(1) of the Canada Labour Code.

Hours of Service and Meal Period

- 2.3** The hours of work as per Article 2.1, exclusive of meal period (which shall be one (1) hour unless otherwise mutually arranged) shall, except as otherwise provided, constitute a day's work. If an employee normally takes a one (1) hour meal break and is required to work any portion of that time they will be paid time and one half for actual time worked. When eight (8) hours or more of continuous service are required in regular operations, twenty (20) minutes will be allowed in the fifth or sixth hour of service for a meal without loss of pay, during which no service will be performed. Requirements of the nature of service will determine at what point in the fifth or sixth hour of service the twenty (20) minutes will be.

No employee shall be required to work more than six hours without food.

Where mutually agreed between representatives of the Railway and the employees, the meal period may be extended beyond one hour.

If the meal period is not provided within such time limit and is worked, it will be paid for at the regular hourly rate of pay and twenty minutes will be allowed for meal, at the first opportunity, without deduction in pay.

- 2.4** The working hours for employees in S&C Maintenance, will commence at or between 0400 hours and 1000 hours. When conditions make it necessary to work more than one shift, the hours of duty may be arranged to conform with the requirements provided that not more than eight consecutive hours, exclusive of meal period, will constitute a day's work and that the first shift will commence at or between 0400 hours and 1000 hours. Where mutually agreed, working hours may be otherwise arranged to meet local requirements.

Employees in S&C maintenance working on commuter lines may commence work between 0400 and 1200 hours.

- 2.5** Regular day shifts for employees in S&C Construction shall start at or between 0400 hours and 1000 hours.
- 2.6** Notwithstanding the provisions of Article 2.5, the starting time for employees in S&C Construction, may be established or changed to meet the requirements of the service. When the starting time is to be changed, as much advance notice as possible, but not later than at the completion of the previous shift, shall be given to the employees affected and, where practicable, the notice will be posted promptly in a place accessible to such employees.
- 2.7** Any change in starting time of employees in S&C Construction is subject to employees being afforded eight (8) hours rest between shifts.

- 2.8** In changing or establishing starting times of employees in S&C Construction due consideration will be given to the availability of public transportation when applicable.
- 2.9** The periods of advance notice in respect of changes in starting time contained in Clause 2.6 hereof may, by mutual consent between the employees affected and their immediate supervisor, be reduced in any particular situation to meet local conditions.
- 2.10** Employees' time will start and end at a designated point.
- 2.11** Employees in S&C Construction, in order to get home for weekends and the employees being agreeable, may, upon request to the S&C Foreman and with the approval of the S&C Supervisor, work in excess of their regularly scheduled shift, as defined in Article 2.1, at the regular hourly rate of pay. Forty hours worked will constitute one work week. Any time worked over forty hours in any one week shall be considered as overtime. Where weekly trips cannot be arranged due to the crew working a long distance from their homes and arrangements are made for the crew to go home the second week, any time worked after the first forty-hour week will be considered as another work week and no overtime will be allowed until another forty hours have been worked.

Hours of Rest

- 2.12** In emergencies, employees shall not be required to work more than sixteen (16) hours continuously without a rest of eight (8) hours.
- 2.13** If any of the eight hours of rest is within the employee's regular shift, the employee will be paid at straight-time for those rest hours that fall within the regular shift.
- 2.14** The eight (8) hour rest period referred to in items 2.7, 2.12 and 2.13 is inclusive of all meal and travel time, in excess of 1 hour.

ARTICLE 3
OVERTIME AND CALLS

3.1 Except as otherwise provided in Clause 2.11, when employees are required to work in excess of their regularly scheduled shift, as defined in Article 2.1 they will be paid overtime on the actual minute basis at the rate of time and one-half.

3.2 Except as otherwise provided in Clause 2.11, work in excess of forty straight time hours, or five days in any work week, shall be considered overtime and paid at the rate of time and one-half, except where such work is performed by an employee due to moving from one assignment to another or to or from a laid-off list, or where rest days are being accumulated under Clause 4.3.

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

3.3 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for on holidays or for changing shifts, be utilized in computing the forty 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.

3.4 Except as otherwise provided in Clause 4.5, an employee called in case of an emergency or a temporary urgency outside of his regular assigned hours, after having been relieved, will be paid a minimum of three hours at overtime rates for which three hours of service may be required, but for such minimum he will not be required to perform work other than that of the emergency, and possibly another emergency which might arise subsequent to the time of the call. If, however, an employee is called to commence work less than two hours before his regular starting time, the time will be computed continuously with the regular day's work and the time before the regular starting time will be paid for at the rate of time and one-half on the minute basis, with a minimum of (1) hour at time and one-half.

3.5 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 unassigned, laid-off, or new employee who will otherwise not have forty hours of work that week; in all other cases by the regular employee.

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

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

- 3.8** An employee who is called by the Company and accepts the call, will be paid one (1) hour at punitive overtime rates if such call is cancelled prior to his leaving home.

Banked Overtime

- 3.9** Employees desiring to bank overtime may elect to do so under the following criteria:

Employees are allowed to bank up to forty (40) hours of overtime to be paid out at a later date within the calendar year. This limit may be replenished throughout the calendar year.

Employees can request that their banked hours be processed for payment. Reclaimed Banked Overtime hours will be paid out at the weighted average rate available in the overtime bank (For example, an employee whose bank contains ten hours overtime at a rate of \$20 and five hours overtime at \$25, the employee will be able to reclaim overtime hours at a rate of \$21.67 per hour).

Banked Overtime must be reclaimed in the calendar year that it was earned. Any unused Banked Overtime will be automatically paid out on pay period 26 of the year in which it was earned.

ARTICLE 4
ASSIGNMENT OF REST DAYS

- 4.1** Except as otherwise provided, employees shall be assigned two rest days in each seven. The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. 85% of all S&C Maintenance positions will be given preference for Saturday / Sunday rest days. It shall be incumbent on the Company to show that such departure below the minimum of 85% is necessary to meet operational requirements prior to assigning rest days of Sunday and Monday, or Friday and Saturday.
- 4.2** In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday for S&C Maintenance employees covered by Article 4.1 (below 85%), 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 would be involved.
- 4.3** On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed five days and rest days so accumulated shall be allowed consecutively when five days have been accumulated, except that the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between the officers of the Company and the General Chairman.

Bulletins covering such positions will show the number of the rest days to be accumulated and the arrangement for allowing such days.

4.4 Non-consecutive Rest Days

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

- (i) All possible regular relief positions shall be established pursuant to Article 5.
- (ii) Possible use of rest days other than Friday, Saturday, Sunday or Monday, where these may be required under this agreement, to be explored by the parties.
- (iii) Accumulation of rest days under Clause 4.3 shall be considered.
 - 1. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

2. If the foregoing does not solve the problem, then some of the relief employees may be given non-consecutive rest days.
3. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
4. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

4.5 Work on Assigned Rest Days

Employees, if required to work on regularly assigned rest days, except when these are being accumulated under Clause 4.3, shall be paid at the rate of time and one-half on the actual minute basis, with a minimum of three hours at time and one-half for which three hours of service may be required.

ARTICLE 5
RELIEF ASSIGNMENTS

- 5.1** All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Clause 4.4) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.
- 5.2** Where situations exist making it impracticable to establish relief assignments in accordance with Clause 5.1, the officers of the Company, and the General Chairman may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.
- 5.3** Regular relief assignments may on different days have different starting times, duties and work locations provided such starting times, duties and work locations are those of the employee or employees relieved.

ARTICLE 6
TRAVELLING ON ORDERS OF THE RAILWAY

- 6.1** Employees will be paid for time traveling in boarding and sleeping cars, on orders of the Railway, under the following conditions only:
- (i) During regular working hours; or
 - (ii) Between 0001 hours and 0600 hours provided the employees concerned have to work that day; or
 - (iii) Between 0600 hours and 2200 hours on a regularly assigned rest day or on a general holiday.

Payment under the foregoing conditions shall be at straight time.

When practicable to do so, boarding and sleeping cars shall be moved at times other than between 2300 hours and 0600 hours.

- 6.2** Where temporary relief work is performed under the requirements of Clauses 9. 6. 1 and 9. 6. 2, employees taken off their assigned territory or regular boarding outfits under such bulletin will be allowed travel time.
- 6.3** S&C Technicians and Signal Shop employees assigned to duties which require traveling away from their headquarters shall, while so assigned, be paid for their regularly assigned hours at headquarters and, in addition, for all time worked on proper authority outside the limits of such regularly assigned hours.

ARTICLE 7
STANDBY ALLOWANCE

7.1 When employees are required by the Company to hold themselves available to protect the requirements of the service outside of regular working hours and on rest days, they will be paid a standby allowance in addition to their regular earnings.

7.2 a) The standby allowance will be the equivalent of 0.6 hours for each regular work day and 4.5 hours for each assigned call day at the employee's straight time rate of pay.

b) Notwithstanding the provision of Article 7.2 (c), when required by the Company to protect additional territories as defined by Article 9.1.4(i) due to any company created vacancies the employee will be compensated as follows for each territory to protect, and subject to the note below*;

- An additional 0.3 hours for each regular work day
- An additional 2.25 hours for each assigned call day

*Note: The parties agree the established practice of call-rotations for alternate territories at the following locations shall be maintained and are not subject to payment under Article 7.2(b): Vancouver, Sparwood, Nelson, Cranbrook, Alyth and Kipp, Revelstoke and Lacombe Technicians. The Parties agree to meet within 30 days of ratification to ensure the aforementioned list reflects the Parties' intent during bargaining.

c) When on call coverage is reduced by employee absence(s), the Local Management will canvas the available employees to cover the absence(s). Employees accepting a request by the S&C Supervisor to remain on call during their designated rest day will be compensated 9 hours at the employee's straight time rate of pay.

7.3 Broken time for employees compensated on the basis of this Article 7 shall be based on the established assignment for straight time hours per week plus the applicable standby allowance. In the event an employee is off duty without pay, he shall have deducted from his wages .6 of an hour plus the straight time hours for each regular work day off-duty and 4.5 straight time hours for each assigned call day off-duty. The total deduction will not be more than what the employee would have earned.

7.4 Bulletins advertising vacancies in new and existing positions will include the standby requirements. When such a position may be subject to the provisions of Article 7.8 below, it will be so indicated in the bulletin.

7.5 A standby allowance established pursuant to Article 7.15 may be discontinued in the following manner:

- i) when the incumbent at the date of the change outlined in article 7.15 voluntarily vacates the position and such vacancy is subsequently re-advertised, OR

- ii) when the appropriate General Chairman of the Union so requests and the appropriate Company Officer is agreeable.

Whichever occurs first.

7.6 A standby allowance established pursuant to Article 7.4 may be discontinued, should the Company so require, in the following manner:

- i) when the incumbent on the date the position was established vacates the position and such vacancy is subsequently re-advertised;

OR

- ii) when the appropriate General Chairman agrees to its discontinuance;

OR

- ii) on 12 months written notice from the appropriate Company Officer to the employee concerned. A copy of such notice will be supplied to the Local Representative.

Whichever occurs first.

7.7 A position advertised without a standby requirement pursuant to Article 7.4 may, should the Company so require, have such a standby requirement added in the following manner:

- i) on a date mutually acceptable to the appropriate General Chairman and the appropriate Company Officer;

OR

- ii) when the incumbent on the date the position was established vacates the position and such vacancy is subsequently bulletined;

OR

- iii) on 12 months written notice from the appropriate Company Officer to the employee concerned. A copy of such notice will be supplied to the Local Representative.

Whichever occurs first.

- 7.8** Notwithstanding the provisions of Article 7.6 above, where a rotating standby is in effect or is required at a headquarters location, permanent changes in the application of established standby allowance may be instituted on 10 calendar days written notice provided such a change in any instance does not alter the standby period for the employee(s) concerned by more than 50%.
- 7.9** Notwithstanding the provisions of Articles 7.6 and 7.7 above, temporary changes of up to 60 calendar days duration may be instituted on 24 hours notice to the employee(s) concerned when required by the Company to meet emergent and/or unanticipated operating requirements. Where such notice is given verbally, it shall be followed with written confirmation.
- 7.10** Employees will be paid pursuant to the provisions of Article 3 for work performed outside of regular hours.
- 7.11** An employee in receipt of a standby allowance shall be assigned a minimum of two rest days in accordance with the provisions of Article 2 and Article 4. An employee commencing a rest day or days pursuant to this clause will not be subject to call between the completion of work on the day preceding the rest days and the commencement of the next regularly scheduled work day.
- 7.12** On call days and outside of regular hours, employees must protect calls on their own territory, and, recognizing that the requirements of service must be met, they will protect calls on other territories if required, unless they make suitable arrangements with their Supervisor which does not involve additional expense to the Company, and will notify the appropriate Officer or Supervisor.

Subject to the foregoing, when absent from their regular place of call during standby periods, including call days, the employees will notify the appropriate Officer or Supervisor.

- 7.13** Unless otherwise mutually satisfactory arrangements exist between the Company and the Union, calls will be directed in the following order:
- a) A qualified employee working in S&C Maintenance on straight-time hours may be called first to respond
 - b) The regular assigned employee for the territory standing by will be the first called outside of live coverage hours
 - c) The regularly assigned alternate employee standing by will be next called outside of live coverage hours
 - d) Additional call coverage will be directed to the next qualified employee on standby.

- 7.14** The provisions of this Article do not require the Company to continue any position that it no longer requires.
- 7.15** An employee permanently occupying a position to which the 179.3 hour guarantee provisions applied on the date of signing of the Memorandum of Agreement (June 4, 1985) will be entitled to standby payments on a General Holiday subject to the following conditions:
- i) as long as the employee continues to occupy the position held on the date of signing said Memorandum of Agreement (June 4, 1985), (such an employee required to displace, pursuant to Article 10.2, subsequent to June 4, 1985, will be considered as continuing to occupy the position held on the aforesaid date of signing provided that the position to which the employee displaces must have a full-time standby requirement. This excludes any position to which a rotating standby arrangement applies), or;
 - ii) for a period of five years from June 4, 1985, or until the standby is discontinued pursuant to Article 7.6, whichever date comes first, should the employee voluntarily exercise his or her seniority to another position with a full-time standby requirement. (This excludes any position to which a rotating standby arrangement applies), and
 - iii) is available to work on the General Holiday.
- 7.16** An employee covered by Article 7.15 above may, through mutual agreement with his or her supervisor, be relieved from standby on a General Holiday. In such circumstances, the provisions of Article 18.9 will apply.
- 7.17** Except as provided in Article 7.15 above, an employee occupying a position to which a standby allowance applies will be given advance notice in conjunction with Article 17 to determine the standby requirements on a general holiday for the calendar year. The dates for standby coverage will be allotted for the headquartered position at that time. Any addition, subtraction or alteration of a position's headquarters will be addressed with the applicable General Chairman (acknowledged as the elected jurisdiction of East of Thunder Bay, ON (District 1 & 2) and Thunder Bay, ON and West (District 3 &4) on an ad hoc basis.
- 7.18** Employees covered by this Article shall be paid for general holidays in accordance with the provisions of Article 18.
- 7.19** The Company will provide employees who are required to be on call with call notification equipment, which may include, but will not be limited to; a pager, a cellular phone, or other communication device. Call notification equipment will be made available in those areas where the use is feasible and where such equipment is commercially available. It is understood that employees not wishing to make use of call notification equipment will

not be required to accept said devices. Such employees will, however, be expected to make themselves available while on call.

7.20 Rotating Standby Requirement

Employees in S&C Maintenance working positions with Rotating Standby requirements must protect the Annual Vacation absence of an employee on one adjacent territory when required. This coverage will include the normal standby requirements of the absent employee on his/her regular work day(s). When this occurs, the employee protecting the Annual Vacation vacancy in addition to their own assignment will be paid the Standby Allowance in accordance with Article 7.2 a) of the Collective Agreement. Annual Vacation coverage on weekend call days will be governed by Article 7.2 (c). The additional standby requirements will only be applicable for the coverage of one additional employee's Annual Vacation entitlements per calendar year.

ARTICLE 8
SENIORITY

8.1 Except as may be otherwise mutually agreed, seniority territories for employees coming within the scope of this Agreement, and whose position headquarters are located in Canada, will be:

District No. 1

S&C Maintainers and Helpers
S&C Construction Employees
S&C Technicians

(Lines in Canada)

Territory encompasses
the boundary of the
former Atlantic Region
as it existed on August 31, 1984.
(Mileage 20 Winchester Subdivision
and all lines in Canada to the East.)

District No. 2

S&C Maintainers and Helpers
S&C Construction Employees
S&C Technicians

Territory encompasses
the boundary of the
former Eastern Region
as it existed on August 31, 1984.
(Mileage 20 Winchester Subdivision
to mileage 126.6 Nipigon Subdivision
{ Current River }.)

District No. 3

S&C Maintainers and Helpers
S&C Construction Employees
S&C Technicians

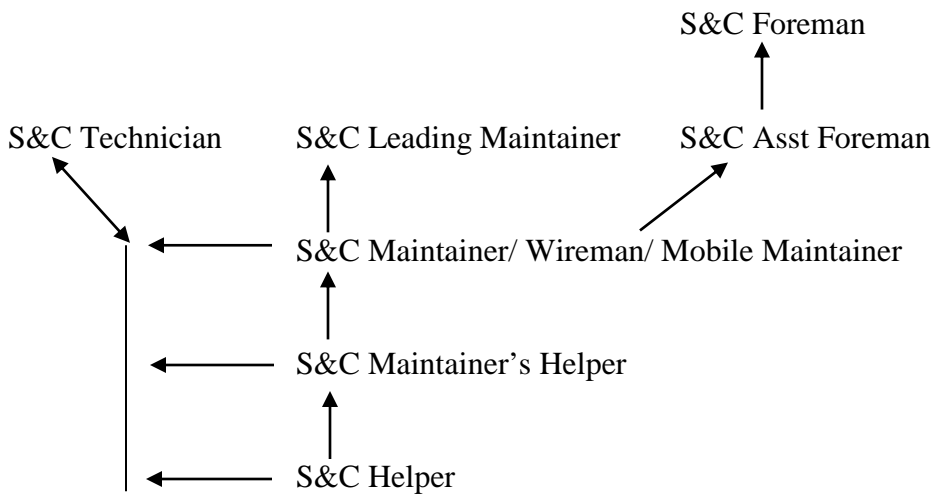
Territory encompasses
the boundary of the
former Prairie Region
as it existed on January 1, 1987.
(Mileage 126.6 Nipigon
Subdivision { Current River }
to mileage 1.72 Maple Creek
Subdivision { Swift Current } and
from Mileage 0 to 2.1 Willingdon
Subdivision (the letter of Agreement
dated March 8, 1994 will remain in effect)

District No. 4

S&C Maintainers and Helpers
S&C Construction Employees
S&C Technicians

Territory encompasses
the boundary of the
former Pacific Region
as it existed on January 1, 1987.
(Mileage 1.72 Maple Creek
Subdivision Swift Current and
all lines to the West.)

8.2 The following classification line of promotion is on the basis that the senior of the highest rated qualified applicants will be awarded bulletined vacancies



The ranking order of seniority classification is as shown above.

8.2.1 The establishing of the classification of S&C Maintainer/S&C Wireman for the purpose of the line of promotion set out in this Rule 8.2 shall not disrupt the existing work assignments as between S&C Maintainer and S&C Wireman nor the manner in which such classifications are presently paid.

8.2.2 The classification of S&C Senior Technician is not included in the line of promotion and is only intended to provide an additional rate of pay to the employee performing such duties.

8.2.3 Except as provided in Article 8.17, employees establishing seniority in the classification of S&C Technician will not establish corresponding dates in all lower classifications unless they have qualified.

8.2.4 S&C Mobile Maintainers will report to an S&C Manager and will be required to perform relief maintenance and other assigned activities where and when required on the S&C Manager's territory. Each S&C Mobile Maintainer may be required to perform work on the adjacent S&C Manager's territory. S&C Mobile Maintainers that are headquartered adjacent to seniority district boundaries may perform relief cross-district where applicable. In accordance with Article 17.22, on a yearly basis, the S&C Mobile Maintainer's relief schedule will be established. A minimum of 21 days' notice for Company generated absences will be provided to the S&C Mobile Maintainer for any changes to the scheduled yearly relief assignment. This time period may be reduced by mutual agreement. A minimum of 5 calendar days' notice will be provided for unplanned absences such as illness, where the absence is less than 80 KM from the employee's residence. Absences greater than 80 KM from place of residence will receive 10 calendar days' notice. These notification periods may be reduced by mutual agreement between the Union and the Company. Requests for shortening the aforementioned notice provisions shall not be unreasonably denied.

S&C Mobile Maintainers relieving an assignment whose headquarters is greater than 80km from the S&C Mobile Maintainer's residence must take up accommodations at the headquarter location of the assignment they are relieving. In these cases, the Company will supply single occupancy accommodation and Article 16.6 Ad Hoc Meal Allowance or at the employee's discretion a per diem allowance per Article 16.5 (iii) provisions. Relief from this accommodation requirement may be granted by mutual agreement when circumstances permit.

- 8.3** The Union will be responsible to compile a separate seniority roster for each of the seniority districts listed in Clause 8.1. Seniority rosters will be promptly furnished to the Company as provided for in Article 8.4.
- 8.4** Rosters shall show name, seniority date and relative ranking in each seniority class of each employee holding seniority on the seniority district. Rosters will be revised in January and June of each year. The Union will promptly provide the revised seniority rosters to the Company and copies will be posted at the headquarters of all employees concerned. An email copy will be furnished by the Union to the Local Representative and the General Chairman/Senior General Chairman.
- 8.5** A seniority date not protested in writing to his immediate supervisor with a copy to the Local Representative within sixty days from its first posting on a roster will be considered permanently established, except that an employee who is laid off or on leave of absence at the time the roster is posted will have sixty days from date of return to service. Typographical errors on subsequent rosters may be corrected at any time. Except by mutual agreement, seniority standing shall not be changed after becoming established by being posted for sixty calendar days following date of issue, without written protest.

- 8.6** New employees will not establish seniority rights until they have six months' accumulated service at which time they will be accorded a seniority date as of a date six calendar months previous to date on which six months of service is accumulated. When two or more individuals reach six months' accumulated service on the same date, their seniority rank shall be determined by the date and hour they started work, and in the event of the starting time being the same, the seniority rank shall be determined by the alphabetical order of their surnames. Employees other than S&C Technicians, if employed in a higher class than that of S&C Helper a corresponding seniority date will be accorded in each lower class, except that this will not apply to new men employed for temporary maintenance relief work, unless such work was advertised and no applications received from employees holding seniority. During this cumulative six months' period, unless removed for cause which, in the opinion of the Company renders him undesirable for its service, the employee shall be regarded as coming within the terms of this agreement.
- 8.7** In case of a change in seniority districts a relative portion of the total employees affected will be transferred to, and their seniority rights adjusted in, the revised district under a mutual agreement between the Company and the General Chairman/Senior General Chairman.
- 8.8** Employees temporarily transferred by direction of the Company from one seniority district to another will retain seniority on the home district and may when relieved return to the position from which taken. If, during his absence, the position from which he was taken has been abolished or filled by a senior employee who received it in the exercise of displacement rights, he may exercise seniority in accordance with Clause 10.2.
- Employees will not be transferred to another seniority district unless they so desire.
- 8.9** Except as otherwise provided in Clause 8.5 hereof, the seniority of an employee promoted from a lower class to a higher class is established in the higher class only at the time he is assigned to a position in such higher class, and shall begin on the specified closing date of the bulletin advertising the position. When two or more employees are promoted to a higher class on the same bulletin their relative rank in the lower seniority class shall govern their seniority rank in the higher class.
- 8.10** S&C Labourers will be employed for temporary work only, such employment not to exceed four months in any twelve-month period. The Company may, on or prior to completion of such temporary period, promote a Labourer to the classification of S&C Helper if he passes the qualifying test. Employees hired for permanent employment will be classed as S&C Helper or higher. A regular employee who has been laid off and is recalled for temporary work will be paid not less than the helper rate for which he has qualified.
- 8.11.1** Employees accepting permanent official positions within the Company will be governed by Appendix 11.

8.11.2 When an employee is required to fill a temporary official or excepted position, the Company will fill the employee's regular position on a temporary basis. The temporary position will be advertised annually if requested by the General Chairman/Senior General Chairman. The Company will notify the Union of all temporary appointments of bargaining unit employees to supervisory positions. If no successful qualified applicant is available to backfill the position that is left temporarily vacant, the Company will cancel the temporary, official or accepted position.

NOTE: Should the employee's regular position be abolished or filled by a senior employee in the exercise of displacement rights, the Union and the Company will meet to decide how the situation should be handled.

8.11.3 Except as provided in Article 8.11.2, employees returning to the bargaining unit from official or excepted positions whose positions have been abolished or if they are demoted, or they relinquish such positions voluntarily, may exercise their seniority rights by displacing the junior employee in the highest class in which they hold seniority or by bidding on vacancies or new positions.

8.11.4 An employee who is temporarily promoted to an official or excepted position with the railway will have his/her name continued on the seniority list of the group from which promoted and will retain seniority rights and continue to accumulate seniority.

8.11.5 When released from such official or excepted position, the employee will revert back to the position held prior to the promotion.

8.11.6 The Company shall deduct on the payroll from the wages due and payable for each employee temporarily promoted, an amount equivalent to the full monthly dues of the Union subject to the provisions set forth in Appendix "1" of this wage agreement.

8.12 Except as otherwise mutually agreed, an employee accepting a transfer to a position covered by another wage agreement when his services are required in a position covered by this agreement shall lose his seniority rights.

8.13 Employees leaving the service of the Railway when their services are required will, in the event of re-employment, rank as new employees.

8.14 Employees whose names do not appear on any seniority list and who, from year to year, return temporarily from leave of absence for educational purposes shall accumulate seniority on the basis of their cumulative compensated service. Such employee shall only be entitled to exercise his seniority to displace on gang positions or, if qualified, to fill bulletined vacancies for which no applications have been received. In the event an employee returns from such leave of absence and is permanently employed in S&C work he will then establish seniority equivalent to his cumulative compensated service in accordance with the provisions of Clause 8.6, up to a maximum of six months.

- 8.15** An employee holding seniority in the classifications listed in the line of promotion contained in Article 8.2 and meeting the Company's entrance requirement for the classification of S&C Technician may make application for advertised vacancies in that classification. An employee so qualified will be selected on the basis of seniority held in the highest classification listed in the line of promotion. Such an employee will be allowed a minimum of 90 calendar days to demonstrate his ability to perform the work. The Company will have a maximum of 180 days to evaluate his ability to perform the work. During this period his former position will be bulletined on a temporary basis. If he fails to meet the requirements of the S&C Technician's position, he shall be returned to his former position.
- 8.16** An employee promoted to a position of S&C Technician pursuant to Article 8.15 will retain and continue to accumulate all seniority held under the Wage Agreement at the time of promotion.
- 8.17** Seniority Rules applicable to Signal and Communication Technicians
- 8.17.1** All S&C Technicians are listed on the S&C Helper's seniority roster. A S&C Technician holding S&C Helper seniority will be accorded a S&C Maintainer's Helper seniority date at the time a S&C Helper who is junior in seniority acquires S&C Maintainer's Helper seniority.
- 8.17.2** An S&C Technician having acquired S&C Maintainer's Helper seniority will be accorded a S&C Maintainer's seniority date at the time a S&C Maintainer's Helper who is junior to him in seniority, acquires S&C Maintainer's seniority.
- 8.17.3** An S&C Technician establishing S&C Maintainer's seniority in the above manner, will only be permitted to exercise this seniority in the event that he or she is unable to hold work as a S&C Technician on his/her seniority territory.
- 8.17.4** S&C Technicians establishing S&C Maintainer's seniority will be required to qualify as a S&C Maintainer before being allowed to occupy the position.

ARTICLE 9
VACANCIES AND NEW POSITIONS

9.1.1 Bulletins will be issued twice per month requesting applications when necessary. In District One, bulletins will be issued in both official languages.

- (i) for positions or vacancies of more than 60 calendar days.
- (ii) to establish seniority dates in the classification of S&C Maintainer/S&C Wireman.
- (iii) to establish seniority dates in the classification of S&C Maintainer's Helper.
- (iv) to establish seniority dates in the classification of S&C Technician.

9.1.2 Bulletins will be issued twice per month on the Monday on or following the 1st and the 15th of the month, advertising positions available and giving the names of the successful applicants to the positions advertised the previous bulletin. If there is no information to be distributed, a bulletin to that effect will be issued.

Note: When a General Holiday falls on a Monday the bulletin will be issued on the next business day.

9.1.3 Bulletins will be available at the Headquarters of each employee on the appropriate seniority territories. Bulletins will close 10 calendar days after issue. A copy of all bulletins will be supplied to the Local Representative. Bulletins will be available electronically.

9.1.4 i) Bulletins for Maintenance positions will show headquarters locations, assigned territory (defined limits by mileage and subdivision), hours of service (established start time), classification, standby requirements, permanent or temporary; and, if temporary, the approximate duration.

iii) Bulletins for Construction positions will show headquarters, assigned territory, classification, hours of work, whether temporary or permanent and if temporary the approximate duration. In addition, a position on construction will show the applicable crew name or assigned Maintenance of Way crew.

9.1.5 An employee working a position where the operation of a highway motor vehicle is necessary for the performance of his/her duties must while subject to duty, be in possession of a valid driver's license. Effective August 18, 1997, in the event that an employee's driver's license is revoked for the first time, the following will apply:

- i) The employee will be temporarily removed from that position and, will be assigned to the first available position in the same class, either in maintenance or construction where a driver's license is not a requirement, or;
- ii) If no such vacancy exists, the employee will be assigned to the first available position in a lower classification where a driver's license is not a requirement, or;
- iii) If no vacancies pursuant to (i) or (ii) above are available, the employee will be allowed to exercise displacement rights over the junior employee in the lowest classification in which he/she holds seniority, or;
- iv) If no position is available after applying paragraph (iii) above, the employee will be laid off until such time as a position becomes available or he regains his driver's license.

For the second and any subsequent revocations of driver's license, this Article will not apply, however, the General Chairman/Senior General Chairman and the Manager, Labour Relations will meet to decide how the situation should be handled.

9.1.6 A local bidding process may be used to shorten the normal time required to fill temporary vacancies.

- (i) The Company and the union will designate the areas and the classifications where this Article 9.1.6 will apply.
- (ii) The provisions of Article 9.2.3 will not apply.
- (iii) The Company will advise the designated Union representative of the vacancy. The designated representative will poll employees in the local area to determine who wishes the vacant position and who wishes any vacant position that results. This should be done within five days.
- (iv) The results of the local bidding will be conveyed to the Company and the remaining vacancy will be advertised on the next monthly bulletin.

9.2.1 Employees must file their application (with the official whose name appears on the bulletin), reaching the official's office before closing time on the closing date of the bulletin, with a copy to the Local Representative.

9.2.2 Employees may not withdraw their bid after the closing date of the bulletin. An employee may bid on a vacancy created by him, but will not be assigned to this vacancy unless there are no other applicants.

9.2.3 Employees holding a permanent position shall not be appointed to fill a temporary position in his classification, except when:

(i) bidding from a 40-hour per week position to a standby position; or

(ii) when bidding on a preferred shift.

NOTE: Preferred shift will be the shift preferred by the individual employee. The employee will only be allowed to bid to a preferred shift at the same Headquarters location.

9.2.4 Positions will be awarded to the senior working qualified applicant holding seniority in the classification, or if no such applicant, to the senior working qualified applicant in the highest classification, in accordance with the line of promotion outlined in Article 8.2. Seniority in that classification and all lower classifications for which qualified will be accorded from the closing date of the bulletin advertising the position.

9.2.5 When there are no applications for advertised vacancies for S&C Maintainer Helper or S&C Maintainer/wireman positions by employees who have already established seniority in those classifications, the position advertised will be automatically awarded to the next senior qualified employee who must then accept and work such position as per Article 9.9.1.

Example: The senior S&C Maintainer Helper must accept a S&C Maintainer's position and the senior S&C Helper must accept a S&C Maintainer Helper position.

9.3 Employees making application for a bulletined position in a higher classification, will at that time be given a qualifying test, unless they have previously qualified.

9.4.1 S&C Construction Employees who do not hold seniority in a maintenance classification, are permitted to bid on advertised positions in maintenance, on their Seniority District.

9.4.2 Applications from such employees shall only be considered if there are no applications from employees holding seniority in maintenance classifications on the territory on which such positions occur.

9.5 An employee who is the successful applicant for a position shall be required to fill such position, unless otherwise mutually agreed between the proper officer of the Company and the Union.

- 9.6.1** Temporary positions of less than sixty calendar days duration, and required by the Company to be filled, will be filled by an employee qualified in that classification and not working as such who resides in the close proximity to the position to be filled. The Company will advise the Local Union Representative when temporary positions of less than sixty calendar days duration are filled, identifying the employee filling the temporary position and the date the vacancy was filled. Such notice may be by e-mail.
- 9.6.2** Temporary positions for vacation relief, and required by the Company to be filled, will be filled by an employee qualified in that classification and not working as such who resides in the close proximity to the position to be filled.
- 9.6.3** In the application of Clauses 9.6.1 and 9.6.2, senior S&C Maintainers not working as such will not lose seniority to junior S&C Maintainers working such positions.
- 9.6.4** Regardless of seniority standing, an S&C Maintainer's Helper will have prior right, if qualified, to relieve a S&C Maintainer on his assigned section and other section, with headquarters at the same location, without a permanent S&C Maintainer Helper's position.
- 9.6.5** S&C Wiremen and S&C Technicians, working as such, will not be required to comply with the provisions of Clauses 9.6.1 and 9.6.2.
- 9.6.6** The provisions of Clauses 9.6.1, 9.6.2 and 9.6.3 shall also apply in respect of temporary positions for S&C Maintainer's Helpers.
- 9.7.1** An employee assigned to a temporary position by bulletin shall when released:
- (i) Exercise seniority over junior employees in the same classification on a temporary position;
 - (ii) If the temporary position on which he can exercise seniority is of expected remaining duration of 14 calendar days or less, an employee will have the option of exercising seniority into such position or returning to his permanent position without loss of seniority.
- 9.7.2** In the event that an employee returning from a temporary position finds his position abolished or occupied by a senior employee who secured it by displacement rights, the employee returning from a temporary position will exercise seniority in accordance with Clause 10.2.
- 9.8** Employees returning to work following personal illness or injury, leave of absence or annual vacation, shall return to their former position unless at the time of return the position is found abolished or occupied by a senior employee who secured it through displacement rights, in which event the returning employee shall exercise seniority in accordance with Clause 10.2.

Such employee will also have the right to apply for any position which has been bulletined or filled during his absence, if qualified or if able to qualify and is entitled to it. Such application must be filed with the proper authority within 7 calendar days of the employee's return to work.

9.9.1 An employee, who is qualified as an S&C Maintainer/Wireman will not be permitted to voluntarily occupy a position in a lower classification when there is a S&C Maintainer/Wireman position required to be filled by the Company.

- i) Employees with seniority in the classification of S&C Maintainer/Wireman or higher, who do not protect their seniority, will lose it.
- ii) Where there are no qualified applicants for a position of S&C Maintainer/Wireman, then the senior qualified employee will be required to accept the position except as provided in Clauses 9.6.1, 9.6.2 and 9.7.1(ii), otherwise he will be released from the service of the Company.

9.9.2 An employee not holding a permanent position in a given classification cannot displace an employee holding a permanent position in that classification.

9.9.3 An employee who can no longer hold a temporary position in a classification will lose rank number to a junior employee in the same classification if the junior employee is holding a permanent position.

9.10 An employee who, through no fault of his own, is not permitted to take over a position to which he has been appointed, within 30 calendar days from the date of appointment will, after such period of time, be paid the rate of the position to which appointed, if higher than the rate of the position he is filling.

9.11.1 A probationary period will be worked by employees promoted to the class of S&C Assistant Foreman or S&C Foreman. The probationary period will be of 60 days duration for the classification of S&C Assistant Foreman, and 120 days duration for the classification of S&C Foreman. The probationary time worked as S&C Assistant Foreman is credited towards the 120 days probationary period as S&C Foreman. The probationary period need only be served once, as long as the employee maintains his seniority in either classification. During or at the conclusion of the 60-day or 120-day probationary period, an employee will either:

- (i) be confirmed in the new classification,
- (ii) be returned to his former position for which he is considered qualified, or
- (iii) voluntarily return to his former position after giving 30 days advance notice.

NOTE: In the event that an employee returning finds his position abolished or occupied by a senior employee who secured it by displacement rights, the employee returning will exercise seniority in accordance with Clause 10.2.

- 9.11.2** The employee pursuant to Article 9.11.1, who is confirmed in the new classification will be granted a seniority date from the closing date of the bulletin advertising the position.
- 9.12.1** When an employee's territorial limits are materially changed, the position may, by mutual agreement between the proper officer of the Company and the General Chairman/Senior General Chairman be bulletined as a new position. When positions are bulletined as provided herein, the affected employees may exercise seniority as provided in Clause 10.2.
- 9.12.2** When a change is made in the location of an employee's headquarters, the position will be bulletined as a new position only when requested by the General Chairman/Senior General Chairman. Such request must be in writing and made within 20 calendar days from date of change. When positions are bulletined as provided herein, the affected employees may exercise seniority as provided in Clause 10.2
- 9.13** Where no qualified employee is available, another employee governed by this agreement may be promoted temporarily to fill a vacancy on a trial basis. The Local Representative is to be advised in each case where other than the senior applicant is promoted. Should the employee successfully complete the qualifying test during this period, he will be granted seniority in that classification from the date of qualifying. If the employee fails to pass the qualifying test within the specified time period, the employee will revert to the position from which promoted. In the event that an employee returning finds his position abolished or occupied by a senior employee who secured it by displacement rights, the employee returning will exercise seniority in accordance with Clause 10.2.

During the period that this employee is engaged on a trial basis, he will be paid at the scheduled rate of the classification.

- 9.14** At shops where two or more S&C Technician positions are established, one of the positions may be designated by the Company as that of S&C Senior Technician. Such employee, filling the position of S&C Senior Technician, in addition to the other duties of a S&C Technician, will be responsible, under the direction of the S&C Supervisor, for the coordination of the activities of the S&C shop and within a geographic area designated by the S&C Supervisor.
- 9.15** In making appointments to S&C Senior Technician positions, while seniority will be considered, the employee's ability and qualifications for performing the work will be the governing factors.

- 9.16** Notices shall be posted in accordance with Article 9.1.1 of vacancies in positions of S&C Senior Technician required to be filled. Employees may submit applications for such vacancies stating their qualifications.
- 9.17** An employee appointed from a position of S&C Technician to one of S&C senior Technician may be returned to his former position if he does not meet the requirements of the position or he may return to his former position of his own accord. In either case, such action must be taken within ninety calendar days from the date he is first employed as an S&C Senior Technician.

ARTICLE 10
STAFF REDUCTION

- 10.1** When force is reduced the senior employee in a classification will be retained. Not less than fifteen (15) calendar days' advance notice will be given when regularly assigned positions are to be abolished, except in the event of a strike or a work stoppage by employees in the Railway industry, in which case a shorter notice may be given. Such notice will include the name of the employee(s) affected.

When a notice is issued under item 10.1 and it becomes known to the Company that the reductions will be delayed for reasons over which the Company has no control, advice will be issued to the General Chairman/Senior General Chairman, or such other officer as may be named by the Union, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

When the implementation of the reduction is delayed or is to be delayed by the Company in excess of nine working days, a new notice as per paragraph one of this item 10.1 shall be given.

- 10.2** When force is reduced or positions abolished, an employee affected must, within fifteen (15) calendar days (or if on leave of absence, within fifteen (15) calendar days from date of return) displace any employee with less seniority in the same class on his own seniority territory. If there is no such junior employee he may, within fifteen (15) calendar days, displace any employee his junior in the next lower class on his seniority territory within the same time limits.
- 10.3** An employee will not be considered displaced until the displacing employee actually reports for work on the position.
- 10.4** Employees reduced or laid off due to force reductions will retain and continue to accumulate seniority in the classification or classifications from which reduced and shall be returned to service and/or to a position in the higher class in seniority order when work is available.
- 10.5** When employees, laid off by reason of force reduction, desire to retain their seniority rights they must file their addresses with the appropriate Human Resource Service Centre in either Vancouver or Montreal, once notified of their reduction and keep that office advised of changes in address, failing to do so or to return to the service within ten days of being so notified, will forfeit all seniority rights unless they are prevented from returning by personal sickness or injury or when granted leave of absence under the provisions of this agreement; provided, however, that a laid off employee who is employed elsewhere at the time he is notified to report for duty may, without loss of seniority, be allowed ninety days in which to report if it is known that the duration of the work will not exceed ninety days, that other laid-off employees in the same seniority class

are available and that written application is made to his superior officer immediately upon receipt of notification to resume duty, with a copy to the Local Representative.

- 10.6** Employees laid off on account of reduction in staff will, if qualified, be given employment in their respective classes on other Districts when there are vacancies, in preference to new employee.

ARTICLE 11
QUALIFYING TESTS AND TRAINING OUTSIDE THE
APPRENTICESHIP PROGRAM

- 11.1** Qualifications are to be determined by tests. These tests are to be essentially uniform across the System. An employee undertaking an oral or demonstration test may, if he so desires, have his local representative or a fellow employee present during such test.
- 11.2** Qualifying tests will be given within four weeks of application from the employee. If it is not possible to administer the tests within this four week period the Company may administer same at a later date. Any increased payments will be made retroactive to the beginning of the first pay period after the expiration of the initial four weeks, providing the employee is successful in passing the tests.
- 11.3** An employee (except in S&C Helper classification) who fails a test may request a re-test but such re-test will not be given until six months have elapsed from the date the employee failed the test. One re-test will normally be allowed. For S&C Helpers the six-month period mentioned is reduced to thirty days.
- 11.4** When rest days fall within the classroom training session, the employee will be compensated at the rate of time and one half. Employees will be given not less than 14 days advance notice of such scheduling.
- 11.5** Employees required to travel on a rest day account training will receive pay, at the rate of time and one half of their basic rate, all hours included from the departure of place of residence to arrival at place of rest or training, such distances and transit times will be determined by the most direct route based on information available in the public domain. The same compensation will apply for the return travel. Unforeseen circumstances, such as weather or traffic delays, will be dealt with on an ad hoc basis.
- 11.6** Technical Training may involve on-the-job training, classroom instructions, programmed learning and/or any combination of these or other modern instructional techniques. Any such training required by the Company will be provided at Company expense.

ARTICLE 12
DISCIPLINE & GRIEVANCES

Discipline

12.1 An employee shall not be disciplined or dismissed without having had a fair and impartial investigation and his responsibility having been established. An employee may, however, be held off for such investigation for a period not exceeding five days and when so held off shall be given written notice of the charges against him.

An employee will not be held out of service pending investigation unless:

- 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; or
- the continued employment of the individual is in jeopardy; or
- alleged to have committed a dismissible offense; or
- it is essential to carrying out the investigation.

Investigations will be held as quickly as possible, not to exceed 30 days from the time the incident becomes known to the Company, unless the employee is unavailable, or the investigation should be delayed due to circumstances beyond the control of the Company.

Notwithstanding the foregoing, an Officer who may be on the ground when the cause of the investigation occurs may hold an immediate investigation.

For matters involving Human Rights (Harassment or Discrimination), Appendix 10 will apply.

12.2 When an investigation is to be held, the employee will be provided forty-eight (48) hours written notice of the time, place and subject matter of such hearing. He will have a Union designated fellow employee and/or an accredited representative of the Union present at the hearing and shall be furnished with a copy of his own statement and, copies of all evidence taken, which will also be supplied electronically to an accredited representative. The employee subject to the investigation will not suffer any loss in regular earnings. A copy of the notice shall be given to the General Chairman/Senior General Chairman electronically.

If 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.

- 12.3** All material and necessary witnesses must be notified to appear. An employee shall have the right to be present during the examination of any witness whose evidence may have a bearing on his or her responsibility or be accorded the right to read the evidence of such witness and offer rebuttal thereto.
- 12.4** A decision shall be rendered within twenty-eight days of the date that the investigation is completed -- i.e., the date that the last statement in connection with the investigation is taken except as otherwise mutually agreed. A copy of the decision issued will be sent to the General Chairman/Senior General Chairman electronically.
- 12.5** If the final decision decrees that the charges against an employee were not sustained, the record shall be cleared of the charges; if suspended or dismissed, the employee shall be returned to his former position and paid for all time lost less any earnings derived from employment during the period so compensated.
- 12.6** When discipline is recorded against an employee he will be advised in writing with an electronic copy to the General Chairman/Senior General Chairman. In the event a decision is considered unjust, appeal may be made in accordance with the grievance procedure. Where dismissal is involved, the appeal may commence at Step II of the Grievance Procedure. Requests to commence at Step II for all other circumstances will not be unreasonably withheld.

Employees who are discharged will have their positions advertised on a temporary basis, provided such discipline is being appealed in the grievance procedure.

Grievances

- 12.7** A grievance concerning the interpretation, or alleged violation of this agreement or an appeal by an employee who believes he has been unjustly dealt with shall be handled in the following manner:

Step I

The employee, Local Representative or his/her duly authorized representative shall present the grievance electronically to his/her designated Company Officer within thirty-five (35) calendar days from the date of the cause of the grievance became known.

Should the employee elect to submit a grievance they must copy their Local Representative on the grievance submission. The Company will copy the General Chairman/Senior General Chairman on the Step one grievance response and will attach the employees' submission.

NOTE:

- (i) The submission of a grievance does not preclude the employee and the S&C Supervisor from meeting to attempt to rectify the situation.

- (ii) All grievances related to seniority lists or bulletins will be coordinated through the office of the Director, S&C Operations.

Step II

Within thirty-five (35) calendar days of receiving the decision under Step I, the General Chairman/Senior General Chairman or his authorized representative may appeal the decision electronically to the designated Company Officer.

The Company will supply the Union with a list of appropriate Company Officers and their addresses to whom grievances will be submitted on an annual basis or sooner if changes occur. The Company will ensure prompt notice of change to Company Officers within the grievance procedure and grievances will not be lost or forfeited by the Union if sent to the wrong Company Officer in the event the Company has not provided such notice of change where required.

(In the application of item 12.7 Refer to Appendix 18)

- 12.8** The Company's decision shall be rendered electronically within thirty- five calendar days of receipt of appeal at Steps I and also electronically within thirty-five calendar days of receipt of the appeal at Step II.

Grievances filed prior to the effective date of the changes outlined in this paragraph 12.8 will be progressed pursuant to the existing provisions.

- 12.9** If a grievance remains unsettled following Step II, either the General Chairman/Senior General Chairman of the Union or the Manager, Labour Relations may request upon the other a meeting to discuss the grievance. Such a request shall be made within sixty days of the rendering of the decision at Step II.
- 12.10** A grievance under Article 12.7 shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement shall identify the Article involved. The Company's reply shall address the specific concerns raised.
- 12.11** The time limits referred to in Steps I and II and Article 12.9 may be extended by mutual agreement between the parties referred to in each instance.
- 12.12** When a grievance based on a monetary claim is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When an appropriate officer of the Company fails to render a decision with respect to such a claim within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the collective agreement.

12.13 When the Company has made an error in the remuneration of an employee, representatives of the Company will work with the Union to develop a reasonable reimbursement period

ARTICLE 13
FINAL DISPOSITION OF GRIEVANCES

- 13.1** A dispute which has not been settled at the last step of the grievance procedure may be referred by either party to a single arbitrator for final and binding settlement.
- 13.2** A request for arbitration shall be made within one hundred and twenty calendar days following the date the decision is rendered in writing by the officer designated in the last step of the grievance procedure or the due date of such decision if not received.
- 13.3** The request shall be made by filing written notice thereof with the arbitrator. The Parties agree that the following Arbitrators shall be utilized to hear scheduled cases:

The Primary Arbitrators shall be John Moreau, Richard Hornung and Graham J. Clarke. Should the Arbitrators mentioned herein not be available, the parties will utilize the following Arbitrator(s) as a replacement: Vince Ready, William Kaplan or Brian Keller. If none of the Arbitrators are available, the parties will make every effort to agree on an alternate Arbitrator or to an alternate date to accommodate Arbitrator availability.

Scheduling:

The parties agree to hold arbitration in March, June and October on a yearly basis. By November 15 the year prior to arbitration, the parties will determine which Arbitrator will be selected for the respective month of arbitration. The Parties agree that the arbitrators will be used on a rotation basis with each of the primary Arbitrators being retained for one sitting.

Rules:

For the application of this Article, it is understood that the rules and principles of the Canadian Railway Office of Arbitration (CROA) will be adhered to.

A copy of the request shall be sent to the other party.

- 13.4** A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the wage 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 to the arbitrator in advance of the date of the hearing and at the same time give a copy of such statement to the other party.
- 13.5** The hearing shall be held by the arbitrator in the office of the Railway unless otherwise mutually arranged, or unless the arbitrator deems it advisable, because of special circumstances, to hold the hearing elsewhere. Under normal circumstances the parties will hold in-person hearings at the office of the Railway; however, if circumstances dictate, as directed by Federal or Provincial Health order, the hearings will be held virtually by way of video conference. In the case that a video conference arbitration is

required, the Parties will do so under the video conference agreement as detailed in Appendix 4 of the MOS dated December 10, 2020.

- 13.6** At the hearing before the arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses as it deems necessary.
- 13.7** The decision of the arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this wage agreement, and such decision shall be rendered in writing together with his written reasons therefore, to the parties concerned, within thirty calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.
- 13.8** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including remuneration and expenses of the arbitrator, shall be divided equally.
- 13.9** The time limits as provided in this Article 13 may be extended by mutual agreement between the parties.
- 13.10** Prior to adjudication or final disposition of any grievances there shall neither be a shutdown by the Company nor a suspension of work by the employees.
- 13.11** The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of sixty calendar days prior to the date such grievance was submitted to the immediate supervisory officer in accordance with Clause 12.7.

ARTICLE 14
LEAVE OF ABSENCE AND FREE TRANSPORTATION

- 14.1** An employee shall be granted leave of absence of 30 days or less upon verbal request to his Supervisor when requirements of the service will permit. Authority for leave of absence in excess of 30 days in any calendar year will only be granted with the written consent of the supervising officer and the Local Representative, and such leave will not exceed 3 months but may be extended in the same manner. This paragraph does not apply to absence account sickness or physical disability or to employees elected as salaried representatives of the employees.
- 14.2** An employee who secures leave of absence and accepts other employment without the approval of the proper officer of the Railway and the Local Representative will lose his seniority rights.
- 14.3** Employees on authorized leave of absence shall retain and continue to accumulate seniority, but those who fail to return to service on or before the expiration of such leave of absence will lose their seniority rights, except that when failure to report on time is the result of an unavoidable delay, which is satisfactorily explained, then the leave will be extended to include such delay.
- 14.4** Employees accepting positions in the exercise of their seniority rights will do so without causing extra expense to the Railway and will not be allowed time for traveling. They will be provided with free transportation for their household effects. The Company will determine the method of transportation provided and this will not necessarily provide for door-to-door transportation.
- 14.5** Employees transferred by direction of the Company to positions which necessitate a change of residence will receive free rail transportation for their household effects.
- 14.6** Opportunity and free transportation will be given to employees for getting to their place of residence on weekends when such leave will not interfere with the progression of the work. (See Appendix 5)

ARTICLE 15
SIGNAL AND COMMUNICATION TECHNICIANS – MISCELLANEOUS

- 15.1** When called upon to do so S&C Senior Technicians and S&C Technicians will drive a motor vehicle as required to aid in the performance of their duties.
- 15.2** An employee, on completing the required training, will fill permanent or temporary positions of S&C Technician on his seniority territory. A S&C Technician not holding a permanent position must bid permanent positions in his seniority territory to which his seniority entitles him or he will become junior in seniority to the employee accepting the position.
- 15.3** Technical Training may involve on-the-job training, classroom instructions, programmed learning and/or any combination of these or other modern instructional techniques. Any such training required by the Company will be provided at Company expense.
- 15.4** S&C Senior Technicians or S&C Technicians taking specialized training will, if required to travel from their headquarters to the training location, suffer no loss of regular wages while in transit and will be compensated in accordance with Article 3.1, if applicable.

Reasonable expenses for transportation, meals and accommodation will be allowed. Distances and transit times will be determined by the most direct route based on information available in the public domain. Unforeseen circumstances, such as weather or traffic delays, will be dealt with on an ad hoc basis.

ARTICLE 16
MEALS & LODGING

- 16.1** Employees boarding in Railway or Contractor's outfits shall not be required to pay for meals while on leave of absence, when absent from outfits on duty or on account of sickness, or when permitted to go home for the weekend and absent for two or more consecutive meals, but in the latter case 48 hours' written notice must be given to those in charge of the outfit of the intent to be absent from such meals, otherwise the employee will be charged for each meal not taken.
- 16.2** When it can be done without in any way interfering with the work, employees shall be permitted to take meals at their homes. In such cases no charge for meals shall be made by Railway or boarding Contractor. When meals are to be so taken, employees must give 48 hours written notice to the person in charge of the boarding car, otherwise the employee will be charged for each meal not taken.
- 16.3** Employees called to work outside of their regular working limits, requiring their absence beyond regular work hours, will be supplied with single occupancy accommodation and will be given opportunity to procure meals when necessary and practicable. When other accommodations are not available, boarding cars may be used.
- 16.4 a)** An S&C Maintenance employee who, in order to protect their seniority, must occupy a bulletined temporary position at a headquarters location over fifty (50) kilometers away from their residence will be allowed a per diem allowance of \$50.00 for each day worked at the location.

This per diem allowance will remain in effect for the employee receiving it during the present or subsequent bulletin awards provided:

- i) The employee does not hold a permanent position or could not have previously done so,
 - ii) The new headquarters location continues to be over fifty (50) kilometers from their residence,
 - iii) The employee has not changed their primary place of residence so as to collect this per diem, and,
 - iv) The employee could not hold a bulletined position at his/her home location (excluding a Wireman, Assistant Foreman or Foreman position).
 - v) Any employee who voluntarily changes their place of residence in order to qualify for this expense allowance will not be entitled to this benefit.
- b)** S&C Maintenance employees who, due to the requirement of the position held, are unable to be at their headquarters for their noonday lunch shall receive \$12.25 effective January 1, 2021 (\$13.00 effective January 1, 2024). This amount is subject to review if conditions warrant on a yearly basis.

16.5 The Parties agree that this article applies to S&C Construction employees and Apprentices.

- (i) Employees residing less than 40 km from the designated Company provided accommodation for their crew will not be allowed to stay in a Company supplied accommodation. The Company agrees to review any hardship case (e.g. employee does not have a vehicle and public transportation is limited).

Employees falling under this article 16.5 (i) will be entitled to the private auto allowance as per article 24.1 of the collective agreement for commuting to and from the designated work site/starting point from their principle places of residences on a daily basis, providing they actually drive their own vehicle.

- (ii) Employees residing between 40km and 100km from the designated Company provided accommodation for their crew will be given the option of whether to stay in a Company supplied single occupancy room or commute daily to their principle place of residence.

If an employee elects to commute home, he/she will do so for the entire duration of the work cycle, unless extenuating circumstances arise (e.g. inclement weather, long working hours). When extenuating circumstances arise, it will be incumbent on the employee(s) involved to seek approval from their immediate supervisor.

An employee who elects this option will be provided, on a daily basis, with the appropriate private auto allowance as per article 24.1 of the collective agreement, providing they actually drive their own vehicle, and will receive a daily meal allowance of \$25.50 (\$27.00 effective January 1st, 2022 and \$29.00 effective January 1, 2024).

To avoid any unnecessary costs to the Company, employees electing to exercise this option must advise the appropriate supervisor at least 48 hrs. in advance of the commencement of the work cycle.

- (iii) Employees residing more than 100 km from the designated Company provided accommodation for their crew must stay in a Company supplied single occupancy room.

NOTE: In the application of ii and iii above, when direct billed accommodation is provided by the Company, employees who are required to stay overnight will be entitled to receive \$16.33 (\$17.00 effective January 1, 2022 and \$18.00 effective January 1, 2024) for each meal that an employee would require while away. An employee will be entitled to a maximum of three (3) meals for each working day that they are provided with accommodations.

In lieu of the above, a meal and lodging per diem allowance of \$112.00 (\$115.00 effective January 1, 2022 and \$118.00 effective January 1, 2025) may be provided to employees upon request. Employees on a per diem must secure suitable accommodation to ensure proper rest.

If an employee requests a per diem allowance, such request will be for the entire duration of the work cycle, unless extenuating circumstances arise (e.g. inclement weather, long working hours). When extenuating circumstances arise, it will be incumbent on the employee(s) involved to seek approval from their immediate supervisor.

16.6 Ad hoc Meal Allowance:

Employees taken off their assigned territory, regular boarding outfits, or their assigned headquarters will be entitled to receive \$16.33 (\$17.00 effective January 1, 2022 and \$18.00 effective January 1, 2024) for each meal that they would require while away (An employee will be entitled to a maximum of three (3) meals per day).

S&C Maintenance Employees:

The following is intended to ensure S&C Maintenance employees are offered time and allowance for meal expenses while required to work extended hours to protect the needs of Company service.

- (i) When an employee is required to work twelve (12) consecutive hours, the employee will be eligible for payment of an Ad hoc meal allowance. This provision will also apply to S&C Construction employees falling under the provisions of Article 16.5 (i).
- (ii) When an employee is required to commence work three (3) hours preceding their regular shift the employee will be eligible for payment of an Ad hoc meal allowance.
- (iii) When an employee is required to work six (6) or more consecutive hours on a scheduled rest day, outside of their regular hours, or general holiday the employee will be eligible for payment of an Ad hoc meal allowance.

Note: Additional meal periods will be provided for in accordance with Article 2.3. In the application of i) and iii), a meal period will be provided at the first opportunity, recognizing the requirements and nature of service, without deduction in pay.

In the application of ii), a meal period will be provided at the first opportunity irrespective of the time limits specified in Article 2.3.

16.7 Direct Billed Accommodation while supporting TR&E Work Crews:

Employees supporting TR&E Work Crews that are provided with direct billed accommodation will be provided a single occupancy accommodation.

16.8 When a non-headquartered employee is working away from their place of residence for a period of three nights (4/3 work schedule), or four nights (5/2 work schedule), or more, and where laundry facilities are not provided by the Company, a laundry expense of \$7.00 per work cycle may be claimed.

When a non-headquartered employee is working away from their place of residence for a period of seven nights (8/6 work schedule), or six nights (7/7 work schedule), or more, and where laundry facilities are not provided by the Company, a laundry expense of \$14.00 per work cycle may be claimed. Dry cleaning charges do not qualify for the laundry expense claim.

ARTICLE 17
ANNUAL VACATIONS

17.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Clause 17.2 hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Clause 17.2.

17.2 Subject to the provisions of Note (1) below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days' cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16-2/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause 17.3.

NOTE (1): An employee covered by Clause 17.2 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Clause 17.1.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

17.3 Subject to the provisions of Note (2) below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 2,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 12-1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause 17.4.

NOTE (2): An employee covered by Clause 17.3 will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he achieves 2,750 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Clause 17.2.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

17.4 Subject to the provisions of Note (3) below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 18 years and has completed at least 4,500 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Clause 17.5.

NOTE (3): An employee covered by Clause 17.4 will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent service anniversary date he achieves 4,750 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Clause 17.3.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

17.5 Subject to the provisions of Note (4) below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8-1/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

NOTE (4): An employee covered by Clause 17.5 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he achieves 7,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Clause 17.4.

Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

17.6 In the application of Clause 17.5, 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.

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

- 17.8** 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.
- 17.9** An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 17.10** An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Clause 17.10 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

ADVANCE VACATION PAYMENT

- 17.11** Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.
- 17.12** In computing service under Clauses 17.1, 17.2, 17.3, 17.4 and 17.5 days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.
- 17.13** Provided an employee renders compensated working service 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 in that year for vacation purposes.
- 17.14** An employee will be compensated for vacation at the rate of pay that he/she would have earned had he/she not been on vacation during such period or the percentage of the previous years gross earnings as follows (whichever is higher): 1 week 2%, 2 weeks 4%, 3 weeks 6%, 4 weeks 8%, 5 weeks 10% and 6 weeks 12%.
- 17.15** For employees paid a stand-by allowance weekend call days shall not be considered as working days for vacation purposes

- 17.16** An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Clauses 17.1, 17.2, 17.3, 17.4 and 17.5 and, if not granted, shall be allowed pay in lieu thereof.
- 17.17** An employee who is laid off shall be paid for any vacation due 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.
- 17.18** An individual who leaves the service of his own accord or who is dismissed for cause and not reinstated in the service within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Clause 17.1.
- 17.19** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 17.20** Applications for vacations filed between December 15th of the previous year and January 31st, shall insofar as it is practicable to do so be given preference in order of seniority of the applicants. Applicants will be advised by February 28th of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.
- 17.21** Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 1st shall be required to take their vacation at a time to be prescribed by the Company.
- 17.22** The officer in charge and the General Chairman/Senior General Chairman or designate will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will if definitely assigned to fulfill the duties and responsibilities of a higher-rated position, be paid the schedule rate applicable to such position.

17.23 Annual Vacation Table

On January 1 st each year, eligible employees will be scheduled for vacations of:	VACATION CHART EFFECTIVE JANUARY 1ST Number of days of Cumulative Service
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1 day for every 25 days or major portion thereof in the previous year, then	13 to 37	38 to 62	63 to 87	88 to 112	113 to 137	138 to 162	163 to 187	188 to 212	213 to 237	238 to over					
after 3 years and 750 days (or 4 yrs and 1000 days on anniversary date in current yr); 1 day for every 16 2/3 days or major portion thereof in previous year, then	9 to 25	26 to 41	42 to 58	59 to 75	76 to 91	92 to 108	109 to 125	126 to 141	142 to 158	159 to 175	176 to 191	192 to 208	209 to 225	226 to 241	242 to over
after 10 years and 2500 days (or 11 yrs and 2750 days on anniversary date in current yr); 1 day for every 12 1/2 days or major portion thereof in previous year, then	8 to 18	19 to 31	32 to 43	44 to 56	57 to 68	69 to 81	82 to 93	94 to 106	107 to 118	119 to 131	132 to 143	144 to 156	157 to 168	169 to 181	182 to 193
after 18 years and 4500 days (or 19 yrs and 4750 days on anniversary date in current yr); 1 day for every 10 days or major portion thereof in previous year, then	6 to 15	16 to 25	26 to 35	36 to 45	46 to 55	56 to 65	66 to 75	76 to 85	86 to 95	96 to 105	106 to 115	116 to 125	126 to 135	136 to 145	146 to 155
after 28 years and 7000 days (or 29 yrs and 7250 days on anniversary date in current yr); 1 day for every 8 1/3 days or major portion thereof in previous year, then	5 to 12	13 to 20	21 to 29	30 to 37	38 to 45	46 to 54	55 to 62	63 to 70	71 to 79	80 to 87	88 to 95	96 to 104	105 to 112	113 to 120	121 to 129
Number of vacation days with pay earned for current year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

On January 1 st each year, eligible employees will be scheduled for vacations of:	VACATION CHART EFFECTIVE JANUARY 1ST Number of days of Cumulative Service
--	--

1 day for every 25 days or major portion thereof in the previous year, then															
after 3 years and 750 days (or 4 yrs and 1000 days on anniversary date in current yr); 1 day for every 16 2/3 days or major portion thereof in previous year, then															
after 10 years and 2500 days (or 11 yrs and 2750 days on anniversary date in current yr); 1 day for every 12 1/2 days or major portion thereof in previous year, then	194 to 206	207 to 218	219 to 231	232 to 243	244 to over										
after 18 years and 4500 days (or 19 yrs and 4750 days on anniversary date in current yr); 1 day for every 10 days or major portion thereof in previous year, then	156 to 165	166 to 175	176 to 185	186 to 195	196 to 205	206 to 215	216 to 225	226 to 235	236 to 245	246 to over					
after 28 years and 7000 days (or 29 yrs and 7250 days on anniversary date in current yr); 1 day for every 8 1/3 days or major portion thereof in previous year, then	130 to 137	138 to 145	146 to 154	155 to 162	163 to 170	171 to 179	180 to 187	188 to 195	196 to 204	205 to 212	213 to 220	221 to 229	230 to 237	238 to 245	246 to over
Number of vacation days with pay earned for current year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

Note: In order to calculate the number of days vacation allowable, add to the number of days of cumulative service in the previous year, any time off duty on account of illness, injury attending committee, hearing of called to court as a witness or for uncompensated jury duty, up to a maximum of 100 days each year.

ARTICLE 18
GENERAL HOLIDAYS

18.1 The following general holiday provisions apply:

18.2.1 An employee who qualifies in accordance with Clause 18.4 of this Article shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

All Provinces:

- New Year's Day
- The day after that on which New Year's Day is observed, except when New Year's Day falls on a Friday this holiday will be observed on the following Monday
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Nova Scotia:

- Easter Monday
- Remembrance Day

New Brunswick:

- New Brunswick Day (first Monday in August)
- Remembrance Day

Quebec:

- St. Jean Baptiste Day (in substitution for Remembrance Day)
- First Monday in August

Ontario, Manitoba, Saskatchewan, Alberta & British Columbia:

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

18.2.2 If the Government of Canada designates Heritage Day or such other day as a general holiday, the day so designated by the Government shall be substituted for the first Monday in August in the Province of Quebec and for the day after that on which New Year's Day is observed in the other provinces.

18.3 When any of the above holidays falls on Sunday or Saturday, the day observed by the Federal Government in respect of its employees as the holiday shall be recognized.

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

18.4 In order to qualify for pay for any one of the holidays specified in Clauses 18.2.1 or 18.2.2 an employee:

- (i) must have been in the service of the Company and available for duty for at least 30 calendar days. This Clause (i) does not apply to an employee who is required to work on the holiday;
- (ii) must be available for duty on such holiday if it occurs on one of his work days excluding vacation days, except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required;
- (iii) must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. This Clause (iii) does not apply to an employee who is required to work on the holiday;

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

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

down will be credited in the application of Clause (iii).

- 18.5** A qualified employee whose vacation period coincides with any of the general holidays specified in Clauses 18.2.1 or 18.2.2 shall receive an extra day's vacation with pay to which the employee is entitled for that general holiday.
- 18.6.** (i) An assigned employee qualified under Clause 18.4 and who is not required to work on a general holiday shall be paid the equivalent number of hours the employee would have worked, including standby, at the straight time rate of his or her regular assignment.
- (ii) An unassigned or spare employee qualified under Clause 18.4 who is not required to work on a general holiday shall be paid the equivalent number of hours the employee would have worked at the straight time rate applicable to the position in which such employee worked his or her last tour of duty prior to the general holiday.
- 18.7** An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Clause 18.6(i) at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of three hours for which three hours of service may be required but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.
- 18.8** The following shall apply in respect of qualified employees who are paid a standby allowance covering the week in which the General Holiday occurs.

No Work Performed on General Holiday

- 18.9** When a general holiday falls on other than a rest day and the employee is not required to standby and does not work on that day, he will be compensated pursuant to Article 18.6 (i).

Work Performed on a General Holiday

- 18.10** When a general holiday falls on a regular work day or on a call day, and the employee is required to standby and is available to work on that day, such employee is allowed eight (8) straight time hours for the holiday not worked over and above the payment provided pursuant to Article 18.6 (i). An employee covered by this Article 18.10 who is required to work on a General Holiday will also be entitled to payment at a rate equal to one and one-half times his or her regular rate of wages for the actual hours worked on that holiday with a minimum of three (3) hours for which three (3) hours of service may be required. An employee called in case of an emergency or a temporary urgency will not be required to perform work other than that of the emergency, and possibly another emergency which might arise subsequent to the time of the call.

18.11 Shifts or tours of duty commencing between 12:00 midnight 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.

Work in more than one province where the holidays differ:

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

In the application of Article 18, item 18.12, employees are entitled to a maximum of 11 General Holidays in any calendar year.

18.13 Employees who transfer their headquarters from one province to another will be granted holidays with pay on the basis of their headquarters at the time the holiday occurs. However, as a consequence of employees transferring from one province to another, no employee shall be entitled, if qualified, to less than or more than a total of eleven general holidays in any year.

ARTICLE 19
ATTENDING COURT

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

ARTICLE 20
JURY DUTY

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

- (i) 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.
- (ii) The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty days in any calendar year.
- (iii) No jury duty pay will be allowed for any day 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.
- (iv) Notwithstanding the provisions contained in the last sentence of Paragraph (iii) above an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.

ARTICLE 21
CONTRACTING OUT

- 21.1** Work presently and normally performed by employees who are subject to the provisions of this collective agreement will not be contracted out except:
- (i) when technical or managerial skills are not available from within the Railway; or
 - (ii) where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
 - (iii) 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
 - (iv) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
 - (v) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
 - (vi) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.
- 21.2** 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.
- 21.3** At a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.
- 21.4** The Company will advise the Union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be not less than 30 days.

- 21.5** Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the General Chairman/Senior General Chairman, or equivalent, requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate company representative will promptly meet with him for that purpose.
- 21.6** Should a General Chairman/Senior General Chairman, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If the General Chairman/Senior General Chairman requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.
- 21.7** Where the Union contends that the Company has contracted out work contrary to the provisions of this Article, the Union may progress a grievance commencing at the last step of the grievance procedure. The Union officer shall submit the facts on which the Union relies to support its contention. Any such grievance must be submitted within 35 days from the alleged non-compliance.

ARTICLE 22
LIFE INSURANCE UPON RETIREMENT

22.1 An employee who retires from the service of the Company subsequent to January 1, 1991, will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$7,000.00 Life Insurance policy, fully paid up by the Company.

ARTICLE 23
BEREAVEMENT LEAVE

23.1 Upon the death of an employee's spouse, child, stepchild, parent, step-parent, brother or sister, the employee shall be entitled to five (5) days bereavement leave without loss of pay provided they have more than three (3) months cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of their regular wages for that period to the employee to whom leave is granted.

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

* Definition of Eligible Spouse

The person who is legally married to you and who is residing with or supported by you, provided that there is no legally married "spouse" that is eligible, it is the person that qualifies as a "spouse" under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person who may be of the same or opposite sex was publicly represented by you as your "spouse" and cohabited with you in a conjugal relationship for:

- At least one (1) year if you and that person were free to marry: or
- At least three (3) years if either of you was not free to marry the other."

In the case of separation of more than three months, or divorce, he/she is no longer eligible for coverage.

23.3 The employee shall be entitled to suspend annual vacation during the Bereavement Leave period.

23.4 Rest days are excluded in the calculation of the three days, or five days, as appropriate, consecutive working days leave. Statutory holidays are to be included in the calculation of the three days or five days consecutive working days leave. An employee who is on Annual Vacation leave at a time when bereavement leave would be granted under this Article, shall be entitled to terminate (temporarily) his/her vacation and be placed on bereavement leave. Upon completion of the bereavement leave, the employee will continue his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may

be locally agreed between the proper officer of the Company and the authorized Local Union representative.

ARTICLE 24
USE OF PRIVATE AUTOMOBILE

24.1 Where an automobile allowance is paid, such allowance shall be:

- 35 cents per kilometer – effective January 1, 2013
- 37 cents per kilometer – effective January 1, 2014

24.2 Where an on-call employee is required to respond to an emergency call-out and a Company vehicle is not provided, the employee will be entitled to the mileage allowance referenced in item 24.1, up to a maximum of 80 kilometers each way.

ARTICLE 25
TRANSLATION AND PRINTING OF AGREEMENT

- 25.1** The Company will undertake the translation of this Collective Agreement into French within 120 days following the signing of the Memorandum of Agreement.
- 25.2** The Company will undertake the responsibility for the printing and distribution of this Collective Agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

ARTICLE 26
EMPLOYEE BENEFIT PLAN

26.1 The Employee Benefit Plan shall be that Plan established by the supplemental agreement of April 21, 1989, as revised, amended or superseded, between certain Canadian Railways and the Associated Railway Unions representing non-operating employees, to which the Company and the Union are signatories and shall apply to employees in positions covered by this Agreement.

Dental Plan

26.2 The Dental Plan shall be that Plan established by the Dental Plan Agreement dated June 30, 1989, as revised, amended or superseded by an agreement to which the parties to this Collective Agreement are signatories.

Extended Health and Vision Care Plan

26.3 The Extended Health and Vision Care Plan shall be that Plan established by the Extended Health and Vision Care Plan Agreement dated June 30, 1989, as revised, amended or superseded by any agreement to which the parties to this Collective Agreement are signatories.

Note: The parties to this agreement have agreed that the Benefit Plan Documents at the end of this booklet, although contained within this Collective Agreement, do not form part of the Collective Agreement.

ARTICLE 27
JOB SECURITY AND TECHNOLOGICAL, OPERATIONAL AND
ORGANIZATIONAL CHANGE

- 27.1** The provisions of the Supplemental Agreement dated July 9, 1985 and as may be revised, amended or superseded between Canadian Pacific Limited and the Organizations signatory thereto, to which the Company and the Union are signatories, shall apply to employees in positions covered by this agreement.
- 27.2** For the purpose only of determining eligibility for lay-off or severance benefits, basic seniority territories are deemed to exist which coincide with each Railway operating division. In order to fulfill his obligations under Article 5 of the Income Security Agreement, a laid-off employee holding seniority on a more extensive seniority territory will not be required to relocate beyond the limits of the basic seniority territory as defined in this Clause.

ARTICLE 28
INJURED ON DUTY

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

ARTICLE 29
AUTHORIZED REPRESENTATIVES

29.1 For the carrying out of this Agreement the Railway will deal only with duly authorized representative employees. At the beginning of each year the General Chairman/Senior General Chairman will furnish the General Manager S&C, or other officer in charge, with the names of representative employees authorized to deal with such matters in their respective territories.

ARTICLE 30
TRANSFER OF WORK

- 30.1** When through an unusual development it becomes necessary to transfer work from a seniority terminal, Division or Region, to another seniority terminal, Division or Region, not more than a sufficient number of employees to perform such work shall, in seniority order be given the opportunity to transfer, carrying their seniority rights with them. The proper officer of the Railway and the General Chairman/Senior General Chairman shall co-operate to determine the number of employees who shall transfer.
- 30.2** Employees who transfer under this provision shall after 90 calendar days lose their seniority at the seniority terminal they left.

ARTICLE 31
CROSS-CRAFT FLEXIBILITY

31.1 In circumstances of train delay, employees may be required to do work outside of S&C service. This work will be incidental in nature, and will only be performed by qualified employees. Similarly, qualified employees outside of S&C service may be required to do work in S&C service, in circumstances involving train delay.

ARTICLE 32
DURATION OF AGREEMENT

32.1 This Agreement, effective January 1, 2021 as amended and updated, shall remain in full force and effect until December 31, 2025, and thereafter; subject to 120 days' notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 2025.

SIGNED AT Calgary, Alberta, December 10 2020

For Canadian Pacific:

For IBEW:

Myron Becker
Chief Labour Officer
Labour Relations

Steve Martin
IBEW Senior General Chairman
Eastern Canada

David Pezzaniti
Director
Labour Relations

Lee Hooper
IBEW General Chairman
Western Canada

Diana Zurbuchen
Manager
Labour Relations

William (Bill) Duncan
IBEW Regional Representative
Eastern Canada

Justin Meyer
Vice President, Engineering Services

Brad Kauk
IBEW Regional Representative
Western Canada

Jeff Switzer
General Manager, S&C Operations

Randy Roberts
Local Representative

Mark Redd
Executive Vice President, Operations

APPENDIX 1

DEDUCTION OF UNION DUES

The Railway shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the uniform monthly union dues of the International Brotherhood of Electrical Workers, System Council No. 11 hereafter referred to as the Organization, subject to the conditions and exceptions set forth hereunder.

1. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Organization covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the collective agreement excepting to conform with a change in the amount of regular dues of the Organization in accordance with its constitutional provisions.
The provisions of this Article shall be applicable to the Organization on receipt by the Railway 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 the rules of the applicable agreement as may be mutually agreed between the designated Officers of the Railway and of the Organization shall be excepted from dues deduction.
3. Membership in the Organization shall be available to any employee eligible 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 reasons of race, national origin, colour or religion.
4. Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.
5. If the wages of an employee payable on the payroll which contains the 24th day of the month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Railway in such month. The Railway shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
6. Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.

7. Only payroll deductions now and hereafter required by law, deduction of monies due or owing the Railways, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
8. The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railway to the officer or officers of the Organization, as may be mutually agreed by the Railway and the Organization, not later than forty calendar days following the pay period in which the deductions are made.
9. The Railways shall not be responsible financially or otherwise, either to the Organization or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Organization.
10. The question of what, if any, compensation shall be paid the Railway by the Organization in recognition of services performed under this agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.
11. In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railway pursuant to the first paragraph of this Agreement, all parties shall co-operate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the Organization or any of them counsel fees are incurred these shall be borne by the Organization so requesting. Save as aforesaid the Organization shall indemnify and save harmless the Railway 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 2
LOSS OF WAGES IN EMERGENT SITUATIONS

Canadian National Railways
CP Rail

Montreal, Quebec
April 28, 1978.

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

Dear Mr. Peer:

The following letter will be sent to line management.

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

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

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

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

The nature of work in which the Running Trades and Sleeping, Dining and Parlor Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the collective agreements covering these employees contemplate their services being interrupted by storm conditions and there are arrangements in their collective agreements in respect thereto.

Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees.

Yours truly,

FOR THE RAILWAYS SIGNATORY TO THE MASTER AGREEMENT:

(Orig. Sgd.) S. Cooke
Assistant Vice-President,
Labour Relations,
Canadian National
Railways

(Orig. Sgd.) R. Colosimo
Assistant Vice-President,
Industrial Relations,
CP Rail

APPENDIX 3
APPRENTICESHIP PROGRAM

Letter dated July 22, 2010, concerning
Apprenticeship Program

Vancouver, Letter dated July 22, 2010

Brian J. Strong
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W.
1 Ketepwa Place
Box 1388
Fort Qu' Appelle, Saskatchewan
S0G1S0

Dear Mr. Strong:

**MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC RAILWAY AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - SYSTEM
COUNCIL NO. 11 COVERING THE APPRENTICESHIP PROGRAM FOR SIGNALS AND
COMMUNICATIONS EMPLOYEES**

It is agreed that the following rules will apply in the administration of the Apprenticeship Program for Signals and Communications employees.

Notwithstanding the provisions of Article 11 of the Collective Agreement:

1. The Apprenticeship Program is designed for the purpose of progressing the development of S&C Helpers to qualified S&C Maintainer/Wireman. Employees in the Apprenticeship Program will be known as Apprentices and will be paid the S&C Helper rate of pay.
2. The selection into the Apprenticeship Program will be based on seniority order to the extent practicable and when it is not practicable, the General Chairman/Senior General Chairman will be advised. However, a senior employee shall not lose seniority to a junior employee when, through no fault of his own, such senior employee has not had the opportunity to take training and qualify.
 - (a) S&C Helpers (hired prior to January 1, 2001) will be grand fathered and will be entitled to go through the in-house apprenticeship program. The grand fathered

Helpers that have not entered the program after three entrance offers have lapsed, upon ratification, will be not be entitled to enter the program.

- (b) The Company will be able to recruit 50% of its requirements through colleges rather than the in-house apprenticeship program.
 - (c) Current forcing provisions for the apprenticeship program will be modified to senior may/junior must. Where there are no bids, the Company may decide to hire rather than force (over and above 50%).
 - (d) New hires will not be entitled to the in-house apprenticeship program unless offered by the Company. Offers will be based on qualifications.
3. Once selected for entry into the Apprenticeship program, the Apprentices must remain in the program until:
- they become qualified S&C Maintainer/Wireman, or
 - there are extenuating circumstances which will be resolved by the appropriate Company Officer and the General Chairman/Senior General Chairman.
4. While in the Apprenticeship Program, Apprentices will not be affected by staff reductions; that is, they will be allowed to continue in the program even though senior employees may be on Lay-off status. Such time not to exceed 14 months from entry Into the Apprenticeship Program.
5. While in the Apprenticeship Program, Apprentices may bid bulletined vacancies but will not be allowed to fill them; however, Apprentices will not lose seniority under such circumstances.
6. While in the Apprenticeship Program, the Company may fill temporary positions of less than 60 days with Apprentices if the Apprentices are considered sufficiently qualified.
7. Apprentices shall relocate to the location chosen for their apprenticeship training.
8. When rest days fall within the classroom training session, other rest days off will be given without loss of pay.
9. Employees required to travel on a rest day account training will receive up to five (5) hours pay at the basic rate of their position for any travel time in excess of three (3) hours.
10. Apprentices are required to take the qualification tests for S&C Maintainer/Wireman.

11. Apprentices who have successfully passed all qualification tests will be considered to be qualified S&C Maintainers/Wiremen and will be governed by Article 9.9.1.
12. Apprentices who fail a training or qualification test on the first attempt will be given a second opportunity to pass such test between thirty (30) and sixty (60) days of the failure.
13. Apprentices who fail a training or qualification test twice will be released from service.
14. An employee who fails a test twice and claims he did not have a proper test may appeal the decision under the provision of Article 12.7 of the Collective Agreement.
15. The Company shall provide each employee taking training with textbooks and other written material required for training which will remain the property of the Company and must be returned on request or on leaving S&C service. These written materials will be provided in French upon request for employees working in Quebec.
16. Employees in S&C Maintainer/Wireman and higher classifications will, when required, assist other employees to learn and understand the functioning of signal systems and the various aspects of their jobs
17. The requirements for qualification in each classification, the training and corresponding tests to be given will be established by the Company. The requirements for qualification in each classification will be made available to each employee.
18. An employee who has successfully passed all tests in a classification will receive a certified card. An employee becoming qualified in the classification of Signal Maintainer/Wireman or higher will also receive a diploma from the appropriate Company Officer.

This memorandum replaces the former Appendix 3 dated October 15, 1988.

SIGNED at CALGARY, ALBERTA, this 7th day of July, 2005.

FOR THE COMPANY:

Scott Seeney
 Director, Labour Relations
 Canadian Pacific

FOR THE EMPLOYEES:

Brian J Strong
 Senior General Chairman
 Canadian Signals and Communications
 System Council No. 11 of the I.B.E.W

APPENDIX 4
PHYSICALLY DISABLED EMPLOYEES

April 26, 1982

File No.: N/O 82-5

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

Dear Mr. Platt:

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

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

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

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

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

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

Yours truly,

(Sgd. R. Colosimo)
Vice-President,
Industrial Relations

I CONCUR:

(Sgd. John E. Platt)
Vice-President,
Brotherhood of Railroad Signalmen

APPENDIX 5
WEEKEND TRAVEL

Letter dated December 10 2020, concerning
Weekend Travel

Calagry December 10, 2020

Mr. S. Martin
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W.

Dear Sir:

This has reference to negotiations with respect to weekend travel assistance for employees represented by the IBEW System Council 11 for traveling home on weekends.

During our discussions, the Company brought forward a System Policy based on the present practices in effect covering this subject. In so doing, the parties have concluded that weekend travel arrangements must be fair and practical and must not be permitted to interfere with the performance of work. These arrangements must also contain suitable restrictions on the frequency of trips and must not place an unreasonable economic burden on the Company.

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

Qualification:

In order to qualify for weekend travel assistance, an employee must be required to work away from his home location on a regular basis (a minimum of five consecutive days prior to the start of the weekend). It is not the intention to provide weekend travel assistance to an employee holding a permanent position in one location who elects to live in another; however, there may be exceptional situations, such as lack of housing, etc., which may require that consideration be given to a weekend travel allowance in such situations. These situations must be authorized by the appropriate Company Officer in advance.

Travel Assistance:

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

1. Train Service
2. Company vehicles
3. Actual bus fares by way of tickets or passes provided by the Company
4. A travel allowance calculated using bus fares prevailing on August 1st each year. Effective January 1, 2022 plus 6 cents per kilometer; effective January 1, 2024 plus 11 cents per kilometer for employees working a 7/7 or 8/6 work cycle.
5. The current Bus Rate plus 4 cents per kilometer shall be effective January 1, 2021 only.

The following table is for illustrative purposes only:

DISTRICT	CURRENT BUS RATE	Rates Effective January 1, 2022:		Rates Effective January 1, 2024:	
		5/2, 4/3	8/6, 7/7	5/2, 4/3	8/6, 7/7
ATLANTIC	28.97 Cents/Km	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +11C
EASTERN	27.84 Cents/Km	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +11C
PRAIRIE	24.17 Cents/Km	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +11C
PACIFIC	21.80 Cents/Km	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +6C	Current Bus Rate +11C

This allowance will cover all expenses incurred while traveling on scheduled days off.

Note: As required by Revenue Canada, all employees reporting to work at “Special Work Sites” are required to file with the employer, form TD4, which identifies the employee’s principal place of residence (“PPR”). As described under Revenue Canada’s requirements found under their Interpretation Bulletin – IT 91R4 “Employment at Special Work Sites or Remote Locations”, a post office box will not qualify as a PPR but requires the place to be a self-contained living accommodation.

Restrictions:

The Company's commitment under this weekend travel policy shall not extend beyond the limits of the District on which the employee is working at the time of submission. The only exception to the foregoing is when an employee is employed on a crew, which is temporarily transferred from one District to another. In such circumstances, the employee shall be entitled to weekend travel assistance on a pro-rata basis, from his work location on one District to his home location on the other.

* (Districts 1, 2, 3 or 4 will remain separate for the purpose of establishing travel limits for this policy).

Administration:

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

Implementation:

The provisions contained in this letter shall be continued and supersede all previous Regional policies covering weekend travel expenses for employees represented by your organization. The next mileage allowance adjustment for bus fares will be made on August 1, 2006.

Yours truly,

Myron Becker
Chief Labour Officer, Labour Relations
Canadian Pacific

I concur,

Steve Martin
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W

**APPENDIX 6
SUPERVISORS PERFORMING WORK NORMALLY PERFORMED
BY EMPLOYEES**

Saskatoon April 22, 2010

Mr. B. Strong
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W.
1 Ketepwa Place
Box 1388
Fort Qu' Appelle, Saskatchewan
S0G1S0

Dear Mr. Strong:

During negotiations, your union expressed concern about supervisors performing work normally performed by employees covered by the Collective Agreement between CP Rail and the Canadian Signals and Communications System Council No. 11 of the IBEW.

The Company is prepared to investigate any complaints in this regard brought to the attention of the Manager, Labour Relations.

When warranted corrective action will be taken.

This understanding does not preclude the Union exercising their rights to final determination under the disputes resolution procedures of the Collective Agreement.

Yours truly,
(Sgd) Krystal Hein
Manager, Labour Relations

MEMORANDUM OF AGREEMENT

between

CP RAIL

and the

CANADIAN SIGNAL & COMMUNICATIONS
SYSTEM COUNCIL NO. 11 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

DEFERRED DISCIPLINE

- 1) The following procedure will come into effect on December 10, 2020 for the duration specified herein.
- 2) This Memorandum of Agreement is intended to address an individual who has been found responsible for an incident in circumstances that by themselves are not dismissible, but which, due to the existence of demerit points on the individual's record, would result in dismissal.
- 3) Where it is felt that the service record of the individual warrants his retention in employment, he/she may be assessed "deferred discipline".
- 4) Deferred discipline is a procedure whereby the discipline assessed will be annotated on the employee's file, but not added to his demerit mark total provided, for a period of one year following the issuance of the deferred discipline, he/she is discipline-free. Following one year of discipline-free service the employee's discipline record will revert to its standing prior to the assessment of the deferred discipline.
- 5) If additional discipline is issued to the individual during the one-year period then the discipline which had been deferred will be added to his/her discipline total.
- 6) Where it is determined that the situation warrants the assessment of deferred discipline, the employee will be so advised and will have three (3) days in which to advise the Company that he/she wishes to accept the deferred discipline. By so accepting the individual will be waiving the right to grieve the discipline as provided for in his/her Collective Agreement. It is understood that for the purposes of rendering a decision, the date upon which the individual is advised that his/her discipline may be deferred will be regarded as the date upon which the Company has rendered its decision. If the individual indicates that he/she does not wish to accept the deferred discipline - or has not replied within the three (3) day delay - the discipline assessed will be immediately added to his/her discipline record.

- 7) This procedure will remain in effect until the expiration of the Collective Agreement but may be extended by mutual agreement in writing by the parties prior to the date of termination.

SIGNED at Calgary this 10th day of December, 2020.

For the Company:

For the Union:

Myron Becker
Chief Labour Officer
CP Rail

Steve Martin
Senior General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW

Lee Hooper
General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW

MEMORANDUM OF AGREEMENT

between

CP RAIL

and the

CANADIAN SIGNAL & COMMUNICATIONS
SYSTEM COUNCIL NO. 11 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

ADMISSION OF RESPONSIBILITY

- 1) The following procedure will come into effect on December 10, 2020 for the duration specified herein.
- 2) Where an individual admits responsibility for an incident where the penalty to be assessed is 10 demerit marks or less, and the individual chooses to waive the right to a formal investigation provided for in his/her Collective Agreement discipline may be assessed without the need for such investigation.
- 3) In these circumstances an informal interview will be held to review the incident involved. If so desired, the employee may have an accredited representative of the Union present. Discipline will be issued within 20 calendar days of the interview.
- 4) No written record of the proceedings will be kept except for the discipline itself and the individual's written concurrence that he/she wishes to forego the formal investigation and admit responsibility.
- 5) By accepting the procedure provided for in this Memorandum of Agreement, the employee waives the right to grieve the discipline assessed under the provisions of his/her Collective Agreement.
- 6) This procedure will remain in effect until the expiration of this Collective Agreement but may be extended by mutual agreement in writing by the parties prior to the date of termination.

SIGNED at Calgary on the 10th day of December, 2020.

For the Company:

For the Union:

Myron Becker
Chief Labour Officer
CP Rail

Steve Martin
Senior General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW

Lee Hooper
General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW

MEMORANDUM OF AGREEMENT

between

CP RAIL

and the

CANADIAN SIGNAL & COMMUNICATIONS SYSTEM
COUNCIL NO. 11 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

INFORMAL HANDLING

- 1) The following procedure will come into effect on December 10, 2020 for the duration specified herein.
- 2) The service record of the individual warranting, for the first offence of a minor nature the case may be handled in the following manner.
- 3) In the place of the formal investigation as provided for in the Collective Agreement an informal interview will be held to review the incident involved at which interview the employee may have an accredited representative of the Union present.
- 4) A record of the incident will be placed on the employee's file and a copy of same given to the employee.
- 5) This record on file does not constitute discipline but does establish that the incident took place. The fact that the incident occurred may be used by the Company in assessing the appropriate amount of discipline should repeat offences take place within a one-year period.
- 6) The existence of this record on an employee's file will not be used at arbitration by either party if repeat offences do not take place within one year.
- 7) This procedure will remain in effect until the expiration of the Collective Agreement, but may be extended by mutual agreement in writing by the parties prior to the date of termination.

SIGNED at Calgary this 10th day of December, 2020.

For the Company:

Myron Becker
Chief Labour Officer
CP Rail

For the Union:

Steve Martin
Senior General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW

Lee Hooper
General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW

APPENDIX 10
HUMAN RIGHTS (HARASSMENT OR DISCRIMINATION)

HUMAN RIGHTS

1. The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, national or ethnic origin, color, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.
2. Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it reasonably ought to have been known that the behavior was unwelcome or inappropriate in the workplace.
3. Harassment may take many forms, including: threats, intimidation, verbal abuse, unwelcome remarks, innuendo, offensive and inappropriate material, hate literature, offensive jokes.
4. Sexual harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation or might be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.
5. Sexual harassment may include but is not limited to: suggestive remarks, jokes, innuendos or taunting in a sexual context; unwarranted touching; leering; compromising invitations; displaying of pornographic or other offensive or derogatory pictures or material of a sexual nature; sexually degrading words used to describe a person or a group; derogatory or degrading words regarding gender or sexual orientation, or directed towards members of one sex or one's sexual orientation; sexual assault.
6. The Company and the Union recognize that harassment or sexual harassment is unacceptable behavior and will not be tolerated in the workplace. The Company has a Discrimination and Harassment Policy. Employees with questions may contact the Director, Employee Relations. Collect calls will be accepted.

Union Handling of a Complaint

7. When agreed to by the complainant, the Union Human Rights Representative will be afforded the opportunity to resolve harassment or discrimination complaint without an investigation as outlined in Article 12. In such cases, the procedures set out below will be followed:
 - (a) The Union Human Rights Representative shall establish a confidential file concerning the complaint.
 - (b) All facts and files gathered relating to the harassment and/or discrimination complaint shall be considered strictly confidential and will be protected in a safe and private place.
 - (c) The outcome of this union handling shall be communicated to the complainant and the appropriate Company officer. (Success or failure only)
 - (d) If the complainant is satisfied with the resolution, the case will be closed and no further action will be taken.
 - (e) If the complainant is not satisfied with the resolution, the appropriate Company officer may require that other recourse be taken. Such recourse may include, but is not limited to, an investigation of the complaint in accordance with Article 12 of the Collective Agreement. Alternatively, where appropriate, other recourse such as counseling, training or mediation may be considered.

The complainant may at any time decide to withdraw from the Union handling process and file a complaint under the Company's Discrimination and Harassment (including Sexual Harassment) Policy and Procedure.

Investigation

8. Should an investigation proceed under Article 12 of the Collective Agreement, the duly authorized representative (Local Chairperson) shall be advised of the Company's intent to conduct a confidential investigation with respect to an alleged harassment complaint. In addition, the duly authorized representative (Local Chairperson) shall be advised of the final outcome of said investigation.
9. In investigations involving an allegation of harassment, Articles 12.2 and 12.3 are superseded by the following:
 - (a) An employee is to be given a minimum advance written notice of 48 hours of an investigation when an investigation is to be held, and each employee whose presence is desired will be notified of the time, place and subject matter of the investigation. In addition, the Human

Rights Representatives will also be copied on such notice. At the request of the Human Rights Representatives and upon concurrence, the advance notice of 48 hours may be reduced.

- (b) An employee is not to be held out of service unnecessarily in connection with an investigation, but where necessary, the time so held out of service shall not exceed five working days and s/he will be notified in writing of the charges against him/her.
- (c) In the case of an investigation being conducted as a result of an allegation of harassment, the Human Rights Representatives shall be the only duly authorized representatives present at any and/or all statements taken in the course of such investigation. (Local Chairperson to be advised).
- (d) All known existing evidence to be used in the investigation, such as copies of statements, stenographic reports, and all other evidence taken shall be furnished to the employee and the Union Human Rights Representatives at the commencement of the statement.
- (e) In order to maintain the strictest of confidentiality, all known evidence used in the investigation, including, but not limited to: copies of statements, stenographic reports and all other evidence shall be returned to the Investigating Officer upon the completion or adjournment of the taking of the statement, until such time, if any, that discipline is issued against the employee(s) being investigated.
- (f) At such time as any discipline, if any, is assessed, all evidence used in the investigation, including, but not limited to: copies of statements, stenographic reports and all other evidence shall be furnished to the General Chairman for the express purpose of the Union's required consideration in regard to the possible processing of a grievance on behalf of the employee(s) so disciplined, at Step 2 of the grievance procedure. (Local Chairperson to be advised).

APPENDIX 11
PERMANENTLY PROMOTED EMPLOYEES

**Letter dated May 29th, 2018, concerning
permanently promoted employees**

Mr. Steve Martin
Senior General Chairman
I.B.E.W. System Council No. 11
119 Wheatland Drive
Cambridge, Ontario
N1P 1E2

Dear Sir:

This provision comes into effect the first of the month following ratification of the Memorandum of Settlement between the IBEW System Council No.11 and Canadian Pacific Railway dated May 29th, 2018.

On a go-forward basis, an employee that accepts an official permanent position with the Railway after ratification will have the option of paying a seniority retention fee. An employee that elects to pay a seniority retention fee will have ninety (90) days from the date of appointment to advise the Union of their decision to continue to have his name on the seniority list but will not accumulate seniority past the date of acceptance.

If said employee elects to not pay a seniority retention fee he/she shall forfeit all seniority and shall be removed from the seniority list(s).

A current employee that has accepted and occupies an official permanent position will have ninety (90) days from the first of the month following ratification to advise the Union of their decision to remain on the current seniority lists maintained and issued by the Union. These employees will have their seniority frozen at their current seniority standing at the end of the 90 day period and remain on the list in all classifications they hold seniority provided they remit the seniority retention fee monthly.

An employee that elects to pay a seniority retention fee, in order to continue his name on the seniority list, and decides at a later date to stop paying a seniority retention fee shall forfeit all seniority and shall be removed from the seniority list(s).

The Union will inform the Company which employees are exercising this option so that the seniority lists will properly reflect their standing.

The seniority retention fee is the equivalent of the monthly Union dues remitted by all active IBEW represented employees coming under the scope of Agreement No.1 between the parties.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

Myron Becker
Assistant Vice President
Labour Relations
Canadian Pacific Railway

I concur:

Steve Martin
Senior General Chairman
I.B.E.W. System Council No.11

APPENDIX 12
UNDERSTANDING PERTAINING TO ARTICLE 2.1

Letter dated July 7, 2005, concerning
the understanding pertaining to Article 2.12

CALGARY, July 7, 2005

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

In negotiation the parties agreed to a new provision (Article 2.12), which allows the company to establish 8/6 and 4/3 cycles, in order to secure operational efficiencies.

In agreeing to the new provision the union requested that the company address two of their concerns. The first request is for a meeting prior to each season so that the Union must be informed of the expected projects for the year as well as the expected work cycles. Any advice provided will not limit the company's ability to change work cycles or projects so as to meet operation requirements.

The Union's second concern involved the potential of work cycles being established and changed on an arbitrary basis. As stated in the opening paragraph of this letter 8/6 and 4/3 cycles will be established only where required operationally or to secure efficiencies. Consideration will be given to individual cases of hardship if brought to the Company's attention by the Union.

Sincerely,

S.J. Samosinski
(signed)

APPENDIX 13
7&7 SPECIAL WORK CREW SCHEDULE

November 9, 2012

Mr. Brian Strong
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W
1 Ketepwa Place
Box 1388
Fort Qu'Appelle, Saskatchewan
S0G 1S0

Dear Mr. Strong,

This is in regard to our discussions concerning the application of 7&7 work cycles for employees working in S&C Construction that are working alongside maintenance of way employees working on a 7&7 Special Work Crew.

This shall confirm that in situations where S&C employees are assigned to work with maintenance of way employees on a 7&7 work schedule, the S&C employees/crew will be considered a Special Work Crew and will mirror their schedule under the following conditions:

Hours of Service:

The work week for employees working alongside a maintenance of way special work crew shall be composed of eighty (80) hours consisting of seven (7) days of 11 hours and 25 minutes each, with seven (7) consecutive rest days in each fourteen (14).

Start Time Changes

Start time for employees may be changed by the Company daily by a maximum of three (3) hours or less and by more than three (3) hours one (1) time in each cycle.

Compensation

Rates of pay for employees working under these conditions shall be the established rates with a 15.5% premium increase which shall apply while assigned to work with maintenance of way employees working in a 7&7 Special Work Crew cycle.

Premium payments associated with this service shall not apply to compensation for any paid leave, including General Holidays, Annual Vacation, Bereavement Leave, Jury Duty, or the establishment of Basic Weekly Pay for MBR and ES top-up purposes.

Basic Weekly Pay for MBR and Income Security purposes shall be calculated on the basis of 40 hours per week.

Rest Days

Rest days shall be consecutive, but shall not give preference to those identified in Articles 2.1 of the Collective Agreement.

Annual Vacation

- a) Annual vacation for employees covered by the 7&7 schedule and 11 hour and 25 minute shift shall be calculated through the following conversion:
 - 5 days, 40 hours vacation = 3.5 days
 - 10 days, 80 hours vacation = 7 days
 - 15 days, 120 hours vacation = 10.5 days
 - 20 days, 160 hours vacation = 14 days
 - 25 days, 200 hours vacation = 17.5 days
 - 30 days, 240 hours vacation = 21 days

- b) In the application of this agreement, employees may exercise one of the following options in order to compensate for the .5 days of their annual vacation entitlement:
 - i) Increase their entitlement to the next whole number of days and receive only 5 hours and 42 minutes respectively for the increased day;

 - ii) Increase their entitlement to the next whole number of days and transfer 5 hours and 42 minutes respectively from their banked overtime – regular bank to cover the pay shortfall for the increased day;

 - iii) Decrease their entitlement to the next whole number of days and transfer the 5 hours and 42 minutes respectively to their banked overtime – regular bank.

- c) Employees shall advise in writing of the option they wish to exercise fourteen (14) days prior to commencing annual vacation.

- d) An employee who has previously scheduled and approved vacation, and whose work schedule changes pursuant to this letter may:
 - i) Reschedule annual vacation to a mutually agreeable time, or,

 - ii) Increase annual vacation to cover the shortfall (in order to fill out the vacation days) by using banked time, or,

 - iii) Supplement by using unused annual vacation to fill out the vacation days, or,

 - iv) Secure an unpaid Leave of Absence.

General Holidays

- a) In the application of Section 18 of this collective agreement (General Holidays), when a general holiday falls on a day that does not coincide with a rest day, the General Chairman/Senior General Chairman of Union and the Manager of Labour Relations may agree to an alternate general holiday.

Canada Labour Code – Averaging Agreement Understanding

- a) The 7&7 work schedule shall constitute a 14 day averaging period for the purposes of Section 169(2) of the Canada Labour Code.

- b) Time worked on proper authority during the 14 day averaging period, in excess of 80 hours shall be considered overtime hours and shall be paid at time and one half rates at the completion of the averaging period.

If the above accurately represents your understanding, please sign with your concurrence below.

Yours truly,

Scott Seeney
Director, Labour Relations
Canadian Pacific

I concur:

Brian Strong
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W.

APPENDIX 14
PENSION PLAN CONSENT PROVISION

Letter dated July 7, 2005, concerning
the re-instatement of the Pension Plan consent provision.

CALGARY, July 7, 2005

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

This concerns the Company's desire to re-instate the consent provision for International Brotherhood of Electrical Workers – System Council No. 11 members in the Pension Plan.

You have raised a concern that re-instating consent will lead to corporate abuse of the provision. This will confirm that, for any I.B.E.W. member otherwise entitled to retire under the Pension Rules with an unreduced pension, in the event that consent is denied by the Company, and the denial is confirmed by the Vice-President, HR/IR, to compensate them for any effect on their retirement planning an affected employee will receive an amount of \$55,000 (Cdn) at the beginning of each twelve month period that consent is withheld.

For clarity, a change by the Company to the effective date of retirement due to the exhausting of outstanding vacation does not constitute a denial of consent.

Yours truly,

S.J. Samosinski
Director, Labour Relations

APPENDIX 15
HEALTH SPENDING ACCOUNT FOR RETIREES

Letter dated 7, 2005, 2005 concerning
Health Spending Account for Retirees.

CALGARY, July 7, 2005

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

This is in regard to our discussions concerning the implementation of a Health Spending Account for retirees. As agreed, background concerning the current program and how the Health Spending Account will work as well as the benefits associated with the new HSA are outlined below.

Background: The Current Program

Although the health care environment has changed a great deal and costs have continued to increase, the pensioner health plan has not been updated in many years. The “basic” pensioner health plan features a lifetime maximum benefit of \$15,000 and provides coverage for a restricted amount of prescription drugs and other medical services.

The lifetime maximum under the current plan provides less in the way of coverage as health care costs continue to rise, and as more of the costs are shifted to from the government-provided plan to pensioners. Moreover, the benefits covered by the current plan are limited. For example, the basic plan does not cover most paramedical practitioners (i.e., services of a chiropractor or podiatrists), nursing services and auxiliary facilities, nor does it cover dental care, vision care, hearing aids or out-of-country medical expenses.

CPR also offers a \$10,000 “top-up” plan, which pensioners can buy at an additional cost to supplement their basic coverage. The majority of pensioners buy the top-up plan, even though it, too, offers limited coverage.

The Health Spending Account

The HSA would not be available to current pensioners or any employees who retire before January 1, 2005. Employees who retire subsequent to December 31, 2004 would be eligible for the HSA. Employees who retire within two years of January 1, 2005 would be offered the choice of the current plan or the new HSA.

How the HSA works:

1. There is no change from current eligibility requirements. A retired employee will receive from CPR an annual contribution to his/her HSA for the rest of his/her life. This contribution will also continue for the remainder of the employee's spouse's life.
2. The amount of money is determined by a formula, based on an employee's length of service with the company. Under the formula, an employee will accrue \$33 for each year of active service. For example, if an employee had 26 years of service when he retired, he would receive \$858 each year in his HSA ($\$33 \text{ per year} \times 26 \text{ years of service} = \858 per year). When the employee died, his surviving spouse would be eligible for the full amount of the HSA for the rest of her life.
3. When an employee incurs an eligible health expense that is not covered by provincial health care (such as vision care, dental treatment, hearing aids, etc.), the employee pays for the service and then uses the money in his/her HSA to reimburse himself/herself tax-free for the expense. The list of 'eligible' expenses is defined by tax law, and is much broader than the expenses covered by the current CPR basic and top-up plans. There is no deductible associated with this approach.
4. The HSA may also be used to pay for premiums for private health or dental coverage (or for the Quebec pharmacare premiums for those pensioners living in Quebec).
5. In order to simplify personal administration required from the retiree, CPR has secured an optional "preferred provider" health care insurer who will offer a choice of different plans at better rates than pensioners are capable of getting on their own.
6. Any balance remaining in the HSA at the end of the year is carried over to the next year and added to the Company's annual contribution. However, the carry forward amount must be used in the following year; otherwise the law requires it be forfeited (i.e., each HSA amount has a 'lifespan' of 2 years).
7. The money contributed by CPR to the HSA is not taxable; the only exception is for those pensioners living in Quebec. However, the Quebec pharmacare premium that pensioners are currently paying could be paid through the HSA.

HSA Benefits

8. Flexibility — since pensioners can choose the benefits they need, based on their own personal circumstances.
9. Tax effectiveness — since money going into and out of these accounts are not taxable to pensioners (except in Quebec)
10. Better coverage options — since pensioners can use their HSA to pay for a wide range of health care benefits not covered under our existing plan, including the opportunity to purchase out-of-country emergency medical coverage.

At this time, current Quebec regulations prohibit the Company from offering a HSA to retirees residing in Quebec, prior to age 65.

Communicating the new plan to employees will be critical. CPR is committed to provide extensive communication. For instance, a call centre has been established so that Plan members can have access to the necessary resources to answer all of their questions and to take full advantage of all of the features this new approach will offer.

Yours truly,

I concur,

S.J. Samosinski
Director, Labour Relations

Mr. K. W. Kearns
Senior System General Chairman System
Council No. 11
of the I.B.E.W.

NOTE:

For employees whose hire date was on or after January 1, 2013, the HSA will applied as follows:

1. Annual amount of \$45 per complete year of pensionable service (to a maximum of 35 years) less 15 years. For clarity, the maximum annual amount is 20 years x \$45/year = \$900.
2. Annual amount is available until the employee reaches the age of 65.
3. In the case of death of the retiree, 55% of the HSA amount will be available to the spouse until the time when the retiree would have reached age 65.

APPENDIX 16
JOINT RELEASE OF INFORMATION

Letter dated July 7, 2005, 2005 concerning
Joint Release of Information - Waiver Form

CALGARY, July 7, 2005

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

This is in regards to our discussions during negotiations concerning the joint release of information to assist in the Grievance Procedure.

This shall confirm that the parties agree to the joint release of information and will adopt the use, when practicable, of the appended Waiver form.

Yours truly,

S.J. Samosinski
Director, Labour Relations

Release of Information

Joint Waiver Form

Date:

To: Whom it may concern

I, (name of employee) authorize the Senior General Chairman, System Council No.11, or any other person authorized by the International Brotherhood of Electrical Workers to receive or exchange relevant personal information needed about me which may include, but is not limited to, medical practitioner reports, therapist reports, or treatment institutions, required for the Grievance Procedure.

I understand that the information obtained may be used in the Grievance Procedure and may be shared with the Company.

A photocopy of this authorization is as valid as the original.

(signature of employee)

(date)

This letter may also include the provision of information previously provided to the Union.

APPENDIX 17
RIGHT OF SELECTION – FOREMAN POSITION

Letter dated July 7, 2005, concerning Right of Selection – Foreman Position

CALGARY, July 7, 2005

Mr. K.W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

During negotiations a significant amount of discussion took place with respect to the Company's request to secure a right of selection ability for the position of Foreman.

The Company shall have the right of appoint to the position of Foreman based on the results of the selection evaluation process. For an employee to be selected for a Foreman position, the employee must score a minimum 80% level based on the selection criteria. When more than one employee scores 80% or more, the position will be awarded on the basis of seniority.

The selection criteria will be developed jointly between the parties and once jointly developed, the Company shall be the judge of selections, subject to appeal. The jointly developed selection criteria will address key competencies required to proficiently perform the job functions and will include, but may not be limited to, such skills that address planning, organization, communication capabilities and technical knowledge. The parties agree to finalize the selection criteria by the end of October 2005.

Notices shall be posted in accordance with the provisions of the Collective Agreement of all vacancies in Foreman positions. Employees may submit applications for such vacancies, stating their qualifications, prior to the stated expiration of the Notice. The Company assumes no obligation to award such vacancy to any such applicant, the award being subject to paragraph 2 above. This selection process supersedes Article 8.2.

Employees holding a position of Foreman on July 1, 2005, will be grand fathered from the terms of this letter provided they possess the key competencies to perform the job. Where existing Foreman do not possess some of the key competencies they will be provided any required training. If such employees are not able, after being trained, to acquire the required key

competencies, they will no longer be grand fathered in these positions after January 1, 2007. Any employee holding a permanent Foreman's position is excluded from this provision.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

I concur,

S.J. Samosinski
Director, Labour Relations

Mr. K.W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.

APPENDIX 18
TIMELY GRIEVANCE RESPONSE

Letter dated July 7, 2005, concerning timely grievance response

CALGARY, July 7, 2005

Mr. K.W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

During negotiations a significant amount of time took place with respect to the Union's request to modify Article 12.7 pertaining to the requirement and importance of responding to grievances within the prescribed time limits.

Although the Company was unable to agree to the Unions requests, the Company did agree to bring to the attention of all Supervisors who deal with grievances, the importance of dealing with all grievances within the prescribed time limits.

Yours truly,

S.J. Samosinski
Director, Labour Relations

I concur,

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.

APPENDIX 19
TRUCK DRIVERS LICENCE

Letter dated July 7, 2005, 2005 concerning
cost to secure Truck Drivers license

CALGARY, July 7, 2005

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

During negotiations the Union expressed concerns regarding certain provinces requiring medical examinations to enable employees to secure and maintain a special vehicle license permit.

In this regard, the Company did agree to compensate employees for the actual reasonable costs associated with the medical report and examination to obtain an maintain the necessary special vehicle license permit.

It was agreed that this pertains solely to the cost associated with the medical examination and the medical report to secure or maintain the special vehicle license permit.

S&C employees required to drive vehicles will get an additional \$1.20 per hour added to their basic hourly rate of pay for operating such vehicle when an air brake endorsement is required. It is understood that this premium will only apply to the employee assigned these duties for the shift.

Yours truly,

I concur,

S.J. Samosinski
Director, Labour Relations

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11, IBEW

APPENDIX 20
TEMPORARY POSITIONS BECOMING PERMANENT

Letter dated July 7, 2005 concerning
Temporary positions becoming Permanent

CALGARY, July 7, 2005

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

A temporary position will become permanent effective 12 months from the first of the month following ratification if each of the following conditions apply:

1. Temporary bulletined vacancies must be filled on an ongoing basis for a minimum of twelve consecutive months.
2. Temporary bulletined vacancies created to cover the absence of a permanent incumbent are excluded from the terms of this letter of understanding.
3. Seasonal temporary positions pertaining to Project Work and Construction Programs are excluded from the terms of this letter of understanding. The Company commits to advising the Union promptly when any such positions are expected to last more than 12 months. Such notice may be by e-mail.

A seasonal temporary position pertaining to Project Work and Construction Programs that extends for a period of greater than 18 months will become permanent. The 18 month time period may be extended with mutual agreement between the General Chairman/Senior General Chairman, or designate, and the Director of Labour Relations, or designate. Mutual agreement will not be unreasonably withheld.

The Union will apply in writing to the Division Engineer or Division Engineering Manager or to Director S&C Construction to convert positions from temporary to permanent. Following a review by the Company, which will be completed within 28 calendar days, if it is determined that the circumstances warrant, the position will be deemed permanent and will then be re-bulletined as such to employees on the respective Basic Seniority Territory.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

I concur,

S.J. Samosinski
Director, Labour Relations

Mr. K. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.

APPENDIX 21
COMPANY VEHICLES, OPERATING COSTS AND RESPONSE TIME

Letter dated July 7, 2005, concerning Company Vehicles,
Operating Costs and Response Time

CALGARY, July 7, 2005

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11
of the I.B.E.W.
47465 Sumac Drive
Boston Bar
British Columbia
V0K 1C0

Dear Sir:

During negotiations the Company expressed a concern pertaining to the increased response time for employees responding to call-outs and the increased operating costs associated with the supply of Company vehicles attributed to employees relocating their primary residence, on their own in the future, so as to distance themselves from their responsible territory.

Although the Union was unable to address the Company's request, the parties did agree that should such concerns begin to impact negatively on operations or budgets, the parties would meet with a view to develop mutually agreeable solutions to resolve these concerns.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

S.J. Samosinski
Director, Labour Relations

I concur,

Mr. K. W. Kearns
Senior System General Chairman
System Council No. 11

of the I.B.E.W.

APPENDIX 22
PAYMENT FOR ATTENDANCE AT INVESTIGATIONS

Letter dated December 10, 2020, concerning payment for attendance
at Investigations

CALGARY, December 10, 2020

Mr. Steve Martin
Senior General Chairman
IBEW
119 Wheatland Drive
Cambridge, ON, N1P 1E2

Dear Sir:

This is in regards to the Unions' demand, during the current round of negotiations, that the Company pay for all lost wages and expenses for an accredited representative, or fellow employee, attending an investigation to represent an employee.

Although the Company was unwilling to agree to this request, as stated above, the Company is willing to compensate either an accredited representative (excluding full time Union representatives) or a fellow employee, a maximum of one lost day of regular wages for any one statement. This agreement will remain in effect for the duration of the Collective Agreement.

Yours truly,

Myron Becker
Chief Labour Officer
CP Rail

APPENDIX 23
ESTABLISHMENT OF PEER OBSERVATION POSITIONS

Vancouver, July 22, 2010

Mr. B. Strong
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W.
1 Ketepwa Place
Box 1388
Fort Qu' Appelle, Saskatchewan
S0G1S0

Dear Mr. Strong,

During negotiations the IBEW submitted a demand concerning the establishment of Peer Observation positions.

The Company could not agree with the Union demand, as advanced.

The parties are committed to continuous improvement in safety performance. As such, the Company was agreeable to the establishment of peer observation positions under the following terms and conditions:

- Peer observation positions are an integral component of the functionality of local workplace Health and Safety Committees and full time IBEW Safety Representatives.
- The establishment of supplemental peer observation positions, including the number and location, shall be at the sole discretion of the Company.
- Should the Company establish supplemental Peer Observation positions, the following shall govern:
 - The Union shall advance a list of potential candidates. The Company will have the right of selection of employees chosen for the position from the list advanced. Should the initial list not contain a candidate suitable to the Company the Union shall provide a list of potential candidates until an employee is selected.
 - Peer Observation positions shall be paid at the S&C Foreman rate of pay, for all regular and overtime hours of work
 - The duties of the peer observation position shall be established by the Company with input from the local workplace Health & Safety Committee and the Union.
- Prior to commencing the process to establish any supplemental Peer Observation positions, the Company will provide 15 days written notice to the respective Director of the Union.

Yours truly,

Scott Seeney
Director, Labour Relations

APPENDIX 24
STARTING RATES

Vancouver, July 22, 2010

Mr. B. Strong
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W.
1 Ketepwa Place
Box 1388
Fort Qu' Appelle, Saskatchewan
S0G1S0

Dear Sir,

This is further to our discussion regarding the ability of the Company to quickly respond to market conditions with respect to the attraction and retention of employees.

The Company recognizes that there will be times when local economic conditions make it more difficult to attract and retain employees for periods of time. When this occurs it becomes harder to staff to proper levels. It is in the interest of all to react to such situations as they arise. Inasmuch as any such arrangement will result in increased costs to the Company it will only be used as required.

In this regard, effective the first of the month following ratification, the Company may, at its discretion, modify hourly starting rates beyond the Collective Agreement provisions in areas such as a position at a location or all employees within a territory selected by the Company and for durations determined by the Company.

Starting rates at a specific location may be modified, in whole or in part, for certain job classifications as determined by the Company. The Company will inform the General Chairman/Senior General Chairman of the System Council No. 11 of the I.B.E.W in writing when such a change is being undertaken. Union consent, however, is not required to modify starting rates on this basis.

The Company agrees that, when enacted, modified starting rates of the affected classification will not be decreased for a minimum period of 3 months.

It is further understood that employees whose starting rates were modified as a result of the provisions of this letter will not have their own rate(s) reduced when the modified rates are restored to reflect the minimum collective agreement provisions. Rather, they will continue on with any remaining progression based on their time in the position and their modified rate.

In addition, the Company may also, at its sole discretion, advance the qualifying period(s) for Extended Health and Dental benefits for new hires. This may be done in conjunction with modified starting rates contemplated in this letter or in isolation.

With the mutual agreement of the Union, the Company may also, increase regular job rates in other job classifications by location as required, for periods of time.

The Company also maintains the ability to re-instate collective agreement rates.

If the foregoing accurately reflects your understanding of this matter, please indicate your concurrence in the space provided below and return one executed copy to me for my records.

Yours truly,

Scott Seeney
Director Labour Relations
Canadian Pacific

I concur,

Brian Strong
Senior General Chairman
Canadian Signals and Communications
System Council No. 11 of the I.B.E.W.

APPENDIX 25
QUALITY OF LIFE AND EXTENDED HOURS PROVISIONS

Quality of LIFE

S&C Maintenance employees, including all those designated as “Mobile”, working 5&2 schedules who are required to hold themselves available to protect calls (“Standby”) at least one out of every two weekends, will have a LIFE day in each pay period.

Employees shall notify their supervisor of their selection, in writing, as to which day will be the additional day off incorporated into their schedule and will be taken in conjunction with the employee’s off call weekend. This day off shall either be the day preceding or following their assigned rest days. These days off will be scheduled so there is an equal number of employees off on each day by headquarter location. If these days off cannot be mutually agreed to be split evenly, then seniority order will be the deciding factor when resolving these issues.

Once the LIFE day is chosen it will not be changed except to possibly accommodate a personal leave request on an Ad hoc basis. These requests must be mutually agreed to between the responsible supervisor and the employee making application for this leave. These requests are to be made at least 2 weeks in advance of the employee taking this day off, when practicable, and agreement will not be unreasonably withheld.

Note: A LIFE day must be taken in the pay period it is earned.

ALL S&C EMPLOYEES WORKING EXTENDED HOURS

1. S&C employees performing overtime (Article 3):

- a) More than eight (8) hours in advance of their regular bulletined/assigned shift start time will be required to report for their regularly bulletined/assigned shift start time unless item 2.b) below applies.
- b) Less than eight (8) hours, but more than three (3) hours in advance of their regular bulletined/assigned shift start time will be required to book between six (6) and eight (8) hours rest, unless otherwise approved by a Company Officer, and be paid up to maximum of six (6) hours at the employee’s straight time rate of pay for those rest hours that fall within the employee’s regular bulletined/assigned shift. It is understood that up to six (6) hours of paid rest will be inclusive of all meal and travel time, in excess of one (1) hour.
- c) Less than three (3) hours in advance of their regular bulletined/assigned shift start time will be required to report for their regular bulletined/assigned shift.

2. S&C employees whose overtime (Article 3) ends:

- a) More than eight (8) hours in advance of their regular bulletined/assigned shift start time will be required to report for their regularly bulletined/assigned shift.
- b) Less than eight (8) hours in advance of their regular bulletined/assigned shift start time will be required to book between six (6) and eight (8) hours rest, unless item 1.c) above applies or otherwise approved by a Company Officer and be paid up to maximum of six (6) hours at the employee's straight time rate of pay for those rest hours that fall within the employee's regular bulletined/assigned shift. It is understood that up to six (6) hours of paid rest will be inclusive of all meal and travel time, in excess of one (1) hour.
- c) Example of work/rest cycle:

Illustration:

An S&C employee has a regular bulletined/assigned shift of 07:00 – 15:00.

- 1. a) Called between 15:01 and 22:59 → Unless item 2.b) below applies, required to report for regular shift.
- b) Called between 23:00 and 03:59 → Required to book between 6 and 8 hours rest.
- c) Called between 04:00 and 06:59 → Required to report for regular shift.
- 2. a) Call ends between 15:01 and 22:59 → Required to report for regular shift.
- b) Call ends after 23:00 → Unless 1.c) above applies, required to book between 6 and 8 hours rest.

In the event an S&C employee feels he/she is no longer fit and/or rested for duty the employee must contact their manager to determine appropriate action(s) that can be safely taken.

Sincerely

Myron Becker
AVP Labour Relations
Canadian Pacific
I concur,

Steve Martin
Senior General Chairman
IBEW System Council No. 11

INCOME SECURITY AGREEMENT

Effective January 1, 2021

Between

CANADIAN PACIFIC RAILWAY

and the

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

Signatory Hereto

re:

Administrative Procedures; Employment Security;
Enhanced SUB & Alternative Options;
Supplemental Unemployment Benefits;
Severance; Relocation Expenses;
Maintenance of Basic Rates; Early Retirement Benefit



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PREAMBLE

This Income Security Agreement made effective this 1st day of January, 2021, cancels and supersedes for the Union signatory hereto, the Job Security - Technological, Operational and Organizational Changes Agreement signed January 1, 2001.

This Income Security Agreement incorporates the provisions included in the Memorandum of Settlement dated December 20, 2021.

REGISTRATION OF SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

The parties agree that it is their intent that Supplemental Unemployment Benefits be paid only for periods of temporary layoffs. Employees in receipt of SUB continue their employment relationship with the Company, retain their seniority rights, and are required to accept temporary or permanent assignments as provided in this Agreement or become disentitled to SUB. Although an Article 1.1(a) notice reflects a permanent change, any lay-off pursuant to this change may be temporary in nature.

DEFINITIONS

In this Agreement, the terms used herein will have the meanings as hereinafter provided and the words implying the masculine gender include the feminine:

- (a) "Admitted Group" means those groups which have been admitted to coverage under the Income Security Agreement as provided in Article 2.
- (b) "Basic Seniority Territory" means that Seniority Territory as set out in Appendix "A".
- (c) "Basic Weekly Rate" means the weekly rate of pay, including stand-by allowances, where applicable, of the permanent position held at the time of the change. (For hourly-rated employees, 40 X their basic hourly rate.)
- (d) "Temporary and Seasonal Employees", as distinguished from employees who work permanent positions, are entirely excluded from the provisions of this Agreement.
- (e) "Claim Week" means a full week of seven consecutive calendar days of layoff.
- (f) "Collective Agreement" means Wage Agreement No. 1 between the Company and International Brotherhood of Electrical Workers System Council No. 11
- (g) "Committee" means the Labour Adjustment Committee established pursuant to Article 2.
- (h) "Company" means Canadian Pacific Railway (CPR), and its subsidiaries and joint properties. It also includes an employer associated with Canadian Pacific Railway (CPR), a group of whose employees has been admitted to the Agreement as provided for in Article 2.
- (i) "Cumulative Compensated Service" (CCS) means:
 - (1) for Layoff Benefits, Severance, Relocation
 - One month of cumulative compensated service shall consist of 21 days or major portion thereof.
 - Twelve months of cumulative compensated service shall constitute one year of cumulative compensated service.

E.G. An employee entered service in 1989.

In 1989 he had	9 months of CCS
1990	12 months
1991	9 months
1992	12 months
1993	4 months
1994	8 months

Total months 54 divided by 12 = 4 years 6 months

This employee has 5 years of CCS.

- For partial year credit, six or more months of cumulative compensated service shall be considered "as the major portion thereof" and shall be counted as a year of credit.
- Service of less than six months of cumulative compensated service shall not be included in the computation.
- Time off duty on account of bona fide illness, injury, authorized maternity 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 cumulative compensated service.

(2) for Employment Security and Enhanced SUB & Alternative Options

- One month of cumulative compensated service will consist of 21 days or major portion thereof.
- Twelve months of cumulative compensated service shall constitute one year of cumulative compensated service.

(j) "Eligible Employee(s)" means an employee of the Company represented by the Union signatory hereto who is eligible for benefits pursuant to the eligibility requirements related thereto.

(k) "Location" means greater metropolitan area.

(l) "Agreement" means the Memorandum of Agreement dated June 8th, 1995 between the Company and the union signatory to this Income Security Agreement.

(m) "Permanent Position" means a position that has been bulletined as permanent.

(n) "Railway" means Company.

(o) "District" means the former Atlantic, Eastern, Prairie, Pacific Regions.

(p) "Supplemental Unemployment Benefits" (SUB) means weekly layoff benefits.

(q) "Technological, Operational and Organizational Changes" means as follows:

- "Technological": the introduction by the employer into his/her work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by him/her in the operation of the work, undertaking or business; or
- "Operational or Organizational": a change in the manner, method, procedure or organizational structure by which the employer carries on the work, undertaking or business not directly related to the introduction of equipment or material provided that any such change is not brought about by:
 - (i) a permanent decrease in the volume of traffic outside of control of the company; or
 - (ii) a normal reassignment of duties arising out of the nature of the work in which the employee is engaged; or
 - (iii) a normal seasonal staff adjustment.

Note: Any permanent shutdown or permanent partial shutdown of an operation, facility or installation, shall be considered as a Technological, Operational or Organizational change. Any permanent Company-initiated changes (excluding changes which are brought about by general economic conditions) which result from the reduction or elimination of excess plant capacity shall also be considered as Technological, Operational or Organizational changes.

(r) "Temporary Position" means a non-permanent position designated as temporary.

ARTICLE 1

TECHNOLOGICAL, OPERATIONAL, ORGANIZATIONAL AND OTHER CHANGES

- 1.1 (a)** The Company will not put into effect any Technological, Operational or Organizational change of a permanent nature which will have adverse effects on employees holding Permanent Positions without giving as much advance notice as possible to the General Chairman representing such employees or such other officer as may be named by the Union concerned to receive such notices. In any event, not less than 120 days' notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
- (b)** Prior to implementing any other change which will have adverse effects on employees, the Company will provide the Union with as much notification as possible. The notification will contain a description of the change and the expected number of employees who will be adversely affected.

Note: The expiration of a temporary vacancy does not constitute a change under this Agreement.

(c) Pre-Bid

Where the Company and the Union determines that the nature of the change warrants such consideration, the parties agree to mandate the Labour Adjustment Committee, to coordinate the exercise of seniority and supervise the pre-bidding and displacement process. The goal is to reduce the adverse effects on employees concerned pursuant to the provision of this Agreement and Articles 9 and 10 of the collective agreement.

The Labour Adjustment Committee will prepare all necessary bulletins and additionally will contact all affected employees who will be required to advise of their intentions within the time allotted by the Committee.

- 1.2 (a)** Employees adversely affected by a change pursuant to Article 1.1(a) who have not completed 8 or more years (96 months) of CCS and/or commenced service on or after January 1, 1994, are not eligible for benefits pursuant to Articles 3 and 4.
- (b)** Employees adversely affected by a change pursuant to Article 1.1(b) are not eligible for benefits pursuant to Articles 3, 4 and 7.
- (c)** Where the Company implements a permanent change pursuant to Article 1.1 (b), known to be of a duration of one year or more, eligible employees adversely affected shall be entitled to the benefits contained in Article 4 of this Agreement.
- 1.3 (a)** When a notice is issued under Article 1.1(a) and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the General Chairman, or such other officer as may be named by the Union concerned, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

(b) When the implementation of a Technological, Operational or Organizational change is delayed or is to be delayed at the instance of the Company in excess of sixty calendar days, a new notice as per Article 1.1(a) shall be given.

1.4 The Labour Adjustment Committee must meet within thirty (30) days of the issuance of a notice pursuant to Article 1.1 (a) in order to determine the adverse effects and options available to affected employees pursuant to this agreement.

1.5 All benefits under this Agreement will be suspended in the event of a strike/lock-out on CPR.

ARTICLE 2

LABOUR ADJUSTMENT COMMITTEE

- 2.1** A Labour Adjustment Committee consisting of equal representation from the Company and the Union will be established. The Committee will meet as required.
- 2.2** Part-time union officers participating in Labour Adjustment Committee meetings will not lose any pay. The Company will reimburse any expenses incurred pursuant to the provisions of the Collective Agreement.
- 2.3** Subject to the provisions of this Agreement, the Committee shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to this Agreement, which do not add to, subtract from, or modify any of the terms of this Agreement or any other Collective Agreement. Such matters, for example, may be related to exercise of seniority rights, or such other matters as may be appropriate in the circumstances, but shall not include any item already provided for in this Agreement.
- 2.4** The Committee shall have the power to admit to coverage under the Income Security Agreement, any applicant bargaining unit that has a Collective Agreement with the Railway, subject to such conditions as may be determined from time-to-time by the Committee. Unless otherwise agreed between the employer and the Union making application for admission, any unit seeking Admitted Group status can only be admitted under the same terms and conditions as apply to other employees in the Agreement. A union and employer who wish to seek admission to the Agreement for an appropriate bargaining unit, must make a joint application addressed to the Co-Chairmen of the Committee.

Grievance Procedure and Final Disposition of Disputes

- 2.5** Except as otherwise provided in this Agreement, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of this Agreement, such dispute shall be progressed in accordance with the provisions of the applicable Collective Agreement commencing at the final step of the grievance procedure.

ARTICLE 3

EMPLOYMENT SECURITY

- 3.1** (a) An Eligible Employee affected by a change pursuant to Article 1.1(a), must decide, prior to the implementation of that change, whether he wishes to be governed by the rights and obligations of either Article 3 or Article 4 of this Agreement.

Note: Article 9 - Transfer of Benefits may apply to Article 3 and Article 4.

- (b) Any employee who chooses to be covered by Article 4 prior to the effective date of the change will continue to be eligible for Article 3 coverage if at a future date such employee obtains a permanent position and is again affected by a change pursuant to Article 1.1(a).

- (c) Employees eligible for early retirement are not entitled to the benefits contained in this Article 3, however, such employees will be entitled to Article 6 relocation benefits if required to relocate in order to hold a permanent position.

- 3.2** When an employee who has eight or more years of cumulative compensated service and commenced service prior to January 1, 1994, is affected by a change pursuant to Article 1.1(a) of this Agreement, such employee is required to do the following in order to become eligible for the benefits contained in Article 3 of this Agreement:

- (a) fully exhaust seniority in their own bargaining unit on their District; if unable to hold work,
- (b) accept work outside of CPR at the location as determined by the Labour Adjustment Committee; if unable to hold work,
- (c) fully exhaust seniority in their own bargaining unit on the System; if unable to hold work,
- (d) fill permanent vacancies in other bargaining units, non-scheduled or management positions at the Location, District, System;

Note: The principles of Article 3.2 are that, after exercising bargaining unit seniority rights at the location, an employee will have the right to accept, at the location, permanent vacancies in other bargaining units, non-scheduled or management positions or work outside of CPR System as determined by the Labour Adjustment Committee.

The Labour Adjustment Committee will meet to determine the rights and obligations of employees required to displace on the System.

Employees have the right to exercise their seniority rights within the bargaining unit on the District and System in advance of 3.2(b) or (d) but are obligated to these provisions if no positions are available within the bargaining unit up to and including the System level.

- 3.3 (a)** Prior to an employee being required to fill a permanent vacancy or displace beyond the District pursuant to 3.2, the Labour Adjustment Committee will meet and review whether any alternatives are available.
- (b)** Relocation benefits will be triggered only when permanent vacancies are filled or when an employee displaces onto a permanent position.
- (c)** Consolidated seniority (earliest date of entry in bargaining unit) will apply only in a displacement situation, including protection against displacement. Employees cannot use consolidated seniority to bid on positions. A new seniority date will be established on the seniority list to which the employee displaced/transferred. The Labour Adjustment Committee will meet to develop the rules in regard to the application of this provision.
- (d)** An employee will continue to hold and accumulate seniority on the list from which he has been displaced or transferred from, until he refuses recall to a permanent position on his/her former seniority territory.
- (e)** In filling permanent vacancies in other bargaining units, these must be vacancies which occur after all bulletining and recall provisions of the relevant Collective Agreement have been exhausted.
- 3.4 (a)** If unable to hold work pursuant to Article 3.2, an employee shall continue to receive his/her Basic Weekly Rate of pay and benefits applicable to the position permanently held at the time of the change, paid on the same bi-weekly basis as he was paid while in active service with the Company, until permanent work becomes available under the obligations identified in Article 3.2. At such time, the employee will be required to obtain a position in accordance with the obligations identified in Article 3.2 and, if required to relocate, shall be eligible for the relocation benefits pursuant to the requirements of Article 6.
- (b)** Employees must accept temporary vacancies within the District in accordance with existing rules in their Collective Agreement. Expenses will be paid where such provisions exist in their Collective Agreement.
- (c)** Employees on Employment Security must avail themselves of work at their home Location in accordance with the following:
- (i)** An employee will be required to accept permanent and temporary vacancies, subject to qualifications, at his/her home Location, in other bargaining units, non-scheduled positions, management positions or positions outside of CPR as identified by the Labour Adjustment Committee. Vacancies outside of the employee's bargaining unit, must be vacancies which occur after all bulletining and recall provisions of the relevant Collective Agreement have been exhausted.
- (ii)** An employee accepting a vacancy in another bargaining unit will continue to accumulate seniority in his/her original bargaining unit. Such employee must accept recall to the first permanent vacancy, or temporary vacancy of an expected duration of 90 days or more, in his/her original bargaining unit at his/her home

Location. Failure to do so will result in loss of seniority in his/her original bargaining unit.

- (iii) Should a permanent vacancy, or a temporary vacancy with an expected duration of 90 days or more, outside the employee's bargaining unit arise at a time when several members of other unions are on Employment Security the vacancy will be offered to employees in order of CCS. Only the most junior employee (i.e. in years of CCS) will be required to accept the vacancy. This provision comes into effect only after acknowledgement by the Canada Employment and Immigration Commission that it will not invalidate the SUB registration.

NOTE: Employees on Employment Security will be required to fill vacancies in accordance with this work at home Location provision before employees in receipt of Enhanced SUB or SUB.

- (iv) Should a temporary vacancy of less than 90 days outside the employee's bargaining unit arise at a time when several members of other unions are on employment security, the employees will be ranked in CCS order and the senior employee (i.e. in years of CCS) will be required to fill the vacancy.

NOTE: Employees on employment security will be required to fill vacancies in accordance with this work at home Location provision before employees in receipt of Enhanced SUB or SUB.

- (v) An employee who accepts a vacancy will be compensated, while so employed, at his/her employment security basic rate of pay or the established rate for the vacancy, whichever is the higher. In the application of this provision, if it is necessary to supplement the basic rate of the position concerned, each week so supplemented shall be deducted from the employee's employment security salary. Provided the employee remains in a position to which a supplement applies, such supplement will be paid until such time as the amount expended for supplementary payments equals the amount of the employment security salary he would have received had he not been required to fill a vacancy or, until the employee vacates the position, whichever date comes first. If an employee is released from a position occupied pursuant to paragraph (i) above and still eligible for benefits, his/her benefits will be calculated on the basis of his/her original bargaining unit basic rate of pay.

NOTE: An employee who is working outside of CPR will not have his/her employment security entitlement period reduced by the number of weeks of top off received (as per Appendix "G").

- (vi) An employee who refuses a recall to a temporary vacancy of less than 90 days, will forfeit his/her employment security benefits for the duration of that vacancy, but all other rights remain.

NOTE: For permanent vacancies, or temporary vacancies of 90 days or more, Article 3.9 applies.

(vii) These provisions shall operate over any clause in any Collective Agreement to the contrary.

(d) Any outside earnings an employee was receiving prior to the date of the notice will not be deducted from benefits received under this Article. In all other cases, outside earnings will be deducted.

3.5 The maximum duration of the Employment Security Benefit entitlement under Article 3 of this Agreement is as follows:

- 8 – 15 completed years CCS ... 4 years at 100% Basic Weekly Rate
- 16 – 25 completed years CCS ... 5 years at 100% Basic Weekly Rate
- 26 plus completed years CCS 6 years at 100% Basic Weekly Rate

3.6 Should an employee in receipt of benefits under this Article 3 be recalled to a Permanent Position in accordance with the obligations outlined in Article 3.2, the employee's benefit entitlement outlined in Article 3.5 shall be reinstated for any subsequent 1.1(a) change according to the employee's years of CCS with no reduction for benefits already received.

3.7 Employees required to relocate, pursuant to Article 3 and who actually relocate their principle place of residence, providing the requirements of Article 6 have been met, will be entitled to the relocation benefits pursuant to Article 6 or, in lieu, providing they actually relocate their principle place of residence may choose a lump sum relocation benefit as follows:

- within the Region.....\$25,000 Homeowner
.....\$14,000 Renter/Mobile Home Owner

Note: Where more than one relocation within the Region is involved, the second and subsequent relocations within the Region shall be provided in accordance with Article 6 of this Agreement.

- beyond the Region.....\$50,000 Homeowner
.....\$29,000 Renter/Mobile Home Owner

Note: Employees will be required to pay back one-half of the lump sum relocation benefit if they voluntarily cease their employment relationship with the Company within two years of receiving the lump sum relocation benefit.

3.8 An employee electing to be covered by the benefits contained in this Article 3, who fails to exhaust his/her seniority on the Basic Seniority Territory, shall forfeit his/her seniority and will forever forfeit entitlement to benefits under the Income Security Agreement.

3.9 An employee electing to be covered by the benefits contained in this Article 3, who fails to exhaust his/her seniority on the District, or meet the requirements outlined in Article 3.2(b), (c) or (d), may opt to receive the benefits contained in Article 4. Such employee will forever forfeit entitlement to benefits under Article 3 of the Income Security Agreement. Article 4 benefits will be reduced by any wages received under Article 3.

3.10 An employee with employment security who has exhausted maximum seniority at his/her home location may displace in keeping with his/her seniority elsewhere on his/her Basic or Employment Security seniority territory pursuant to the provisions of the applicable collective agreement. However, such employee will not be required to displace beyond his/her home location if this would result in a junior employee being placed on employment security status. An employee exercising this option will not forfeit employment security providing he otherwise maintain eligibility.

3.11 Employees on Employment Security benefits as of March 12, 1995, and governed by the rights and obligations of the current Article 7 of the Job Security Agreement will continue to be governed by those provisions along with the following additional conditions which will come into effect three (3) months following the ratification of the Memorandum of Settlement (July 28, 1995).

(a) The duration of Employment Security benefit entitlement will be limited to the duration outlined in Article 3.5 of this Agreement;

(b) When an employee has expended his/her Employment Security benefit and is not occupying a Permanent Position, such employee must occupy a Permanent Position pursuant to Article 3.2 or elect options 1, 2 or 3 pursuant to Article 4.1.

(c) While an employee currently on Employment Security is in the transition period of 4 to 6 years outlined above, such employee will be required, in addition to the current requirements of Article 7 of the Job Security Agreement, to fill permanent vacancies in all other bargaining units, non-scheduled or management positions on the District or accept work outside of CPR at the home Location. Any earnings will offset the Company's Employment Security payments.

(d) When permanent vacancies occur on the System within the bargaining unit, the Labour Adjustment Committee will meet to ensure the filling of such vacancies. A senior working employee in the same bargaining unit may voluntarily fill the vacancy, if by doing so, an ES employee on his/her District obtains a Permanent Position. If the Labour Adjustment Committee cannot fill such a vacancy on a voluntary basis as outlined above, then the junior employee in the bargaining unit on the District currently on Employment Security must fill that vacancy on the System. During this ES period, the Labour Adjustment Committee will meet to develop additional opportunities and/or options for such employees, including but not limited to placement assistance, job searches, special training, etc., with the ultimate goal of finding permanent employment opportunities.

3.12 An employee on Employment Security, called to temporary work outside his/her bargaining unit will revert to Employment Security status at the termination of such work, provided he has exercised his/her obligations to hold work pursuant to the Employment Security rules. Additionally, when an employee is recalled to work within his/her own

bargaining unit and where the nature of that work is that it is expected to be of a defined term or a special project of any kind then, at the termination of such work, provided he has exercised his/her obligations to work pursuant to the Employment Security rules he will revert to Employment Security status.

ARTICLE 4

ENHANCED BENEFITS AND ALTERNATIVE OPTIONS

- 4.1** An employee who has completed eight or more years (96 months) CCS and commenced service prior to January 1, 1994, and is affected by a change pursuant to Article 1.1(a) of this Agreement and elects not to fulfill the obligations under Article 3 of this Agreement, will be required to do the following in order to become eligible for the benefits contained in Article 4 of this Agreement (Note: Article 9 - Transfer of Benefits may apply):
- (a) fully exhaust seniority in their own bargaining unit on their Basic Seniority Territory; if unable to hold work,
 - Relocation benefits will be triggered only when permanent vacancies are filled or when an employee displaces onto a Permanent Position.
- Note:** Any employee may choose Option 1, 2, or 3 prior to accepting work in other bargaining units.
- (b) fill vacancies in other bargaining units, non-scheduled or management positions at the home location; if unable to hold work,
 - Note:** Any employee may choose Option 1, 2, 3 or 4 prior to accepting work outside of CP.
 - (c) accept work outside of CPR at the home location as determined by the Labour Adjustment Committee;
 - (d) exercise one of the options outlined in Article 4.3.

ENHANCED BENEFITS

- 4.2** If unable to hold work pursuant to Article 4.1 and having not elected one of the options contained in Article 4.1(d) above, an eligible employee may elect to receive the Enhanced SUB as outlined below. However, if an employee affected by a change pursuant to Article 1.1(a), has chosen to be governed by the rights and obligations of Article 4 prior to the implementation of the change, and not elected one of the options in Article 4.1(d), a senior employee at the location of the above-mentioned affected employee may choose to elect Options 1, 2 or 3 contained in Article 4.1(d) in order to keep the affected employee working in a Permanent Position.

ELIGIBILITY

- 4.2.1** (a) An employee who fulfills the above requirements and who is not disqualified under Clause (b) hereof, shall be eligible for a benefit payment in respect of each Claim Week provided he meets all of the following requirements:

- (i) For an Enhanced SUB payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for Enhanced SUB, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for Enhanced SUB upon layoff within such ninety days;
 - (ii) He/she has made application for benefits in the prescribed form and in accordance with the procedures prescribed by the Committee;
 - (iii) He/she continues to exercise full seniority rights on his/her Basic Seniority Territory as provided in the Collective Agreement and no work continues to be available for the employee to fill at the home Location in other bargaining units, non-scheduled, management or work outside CPR as determined by the Labour Adjustment Committee, except as otherwise expressly provided in Clause (ii), paragraph (b) of this Article 4.2.1.
- (b) Notwithstanding anything to the contrary in this Article, an employee shall not be regarded as laid off:
- (i) During any day or period in which his/her employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause (b)(ii) hereof, retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the Railway;
 - (ii) During any interval between the time that he is recalled to the service of the Company after a period of layoff, and the time at which he actually resumes work during any waiting period provided for in the Collective Agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article 4.2.7 of this Agreement, on the same basis as if he had returned to work on the date such work became available;
 - (iii) If he declines, for any reason, other than as expressly provided for in Clause (b) (ii) above, recall to work on his/her Basic Seniority Territory in accordance with the seniority provisions of the Collective Agreement;
 - (iv) If, as provided in Article 4.2.11, he fails to accept either a temporary or permanent vacant position at his/her home Location in other bargaining units, non-scheduled positions, management positions or positions outside of CPR as identified by the Labour Adjustment Committee.
 - (iii) In respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 4.2.7;
 - (vi) During any recognized period of seasonal layoff;
 - (vii) After his/her dismissal from the service of the Company.

ENTITLEMENT

4.2.2 (a) An Eligible Employee will be allowed a gross layoff benefit credit in accordance with the table below:

- 8 - 15 completed years CCS 2 years
- 16 - 22 completed years CCS 3 years
- 23 - 29 completed years CCS 4 years
- 30 plus completed years CCS 5 years

The number of years of CCS will be calculated from the last date of entry into the Company's service as a new employee. The benefit level will be calculated as per the rate of pay of the Permanent Position held on the date of the change.

4.2.3 An Eligible Employee who is laid off, and whose layoff benefit credit is reduced due to Enhanced SUB payment being made during the period of layoff in accordance with Article 4.2 of this Agreement, will, on recall, accumulate layoff benefit credits in accordance with the above provisions of this Article. If the accumulation of credits increases the duration of entitlement, all previous weeks paid out since the 1.1(a) change will be deducted.

4.2.4 An Eligible Employee, as defined above, may, at the expiration of the seven-day waiting period specified in paragraph (i) of said Article 4.2.1(a), make application to a designated officer in the form and manner prescribed by the Committee, for enhanced Supplemental Unemployment Benefits as follows:

- (a) During any week following the seven-day waiting period referred to in Article 4.2.1 that an Eligible Employee is not eligible for Employment Insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for Employment Insurance benefits, or account Employment Insurance waiting period, such employee may claim an Enhanced SUB for each complete week of seven calendar days laid off of an amount that, when added to outside earnings, will result in the employee receiving 80 per cent of his/her Basic Weekly Rate at time of layoff (hourly-rated employees 40 x the basic hourly rate).
- (b) An Enhanced SUB for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 4.2.1, of an amount that, when added to Employment Insurance benefits and/or outside earnings in excess of those allowable under Employment Insurance for such week, will result in the employee receiving 80 per cent of his/her Basic Weekly Rate at time of layoff (hourly-rated employees 40 x the basic hourly rate).
- (c) Enhanced SUB provided for under Article 4.2.4 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 4.2.2 of this Agreement.

4.2.5 Employees electing Enhanced SUB may elect, at the same time, to continue to be covered by any or all of the current benefits (Dental, Extended Health & Vision Care and/or Group Life Insurance) at their expense. The direct payment must be made by the 20th of the month for coverage for the next month. An employee's decision to elect one or all of these benefits will be binding for the duration during which the employee is in receipt of Enhanced SUB after being laid off from his/her permanent job.

4.2.6 It shall be the responsibility of the employee to report for each week for which he is claiming an Enhanced SUB under this Agreement, any amounts received in Employment Insurance benefits in respect of such week, as well as any wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him/her that his/her outside earnings for such week are the same as those for the previous week.

4.2.7 No Enhanced SUB will be made for parts of a Claim Week except that:

- (a) Recall not covered by Clause (b) below:

An employee who has qualified for Enhanced SUB in accordance with Clause (a) of Article 4.2.1 and who returns to work for part of the last Claim Week and thereby receives earnings from the Company in that last Claim Week, may make application for a partial Enhanced SUB which, when added to the earnings received in that week and to Employment Insurance benefits and/or outside earnings in excess of those

allowable under Employment Insurance for such week, will result in the employee receiving 80 per cent of his/her Basic Weekly Rate at time of layoff (hourly-rated employees 40 x the basic hourly rate).

(b) Temporary recall for less than five working days:

An employee who has qualified for Enhanced SUB in accordance with Clause (a) of Article 4.2.1 will not have his/her Enhanced SUB payment reduced for any Claim Week during which he returned to the service temporarily for less than five working days.

EXAMPLE OF PAYMENT FOR PART WEEK ON RECALL

4.2.8 See example listed in Article 5.9

SPECIAL PROVISION FOR EMPLOYEES WITH TWENTY YEARS OR MORE OF CCS

4.2.9 An employee with 20 years of CCS who, in any calendar year, is laid off and unable to hold work on his/her Basic Seniority Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, provided he has performed active work in the particular year for which he is claiming vacation, towards the qualifying period for vacation in the ensuing years; such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

4.2.10 Any agreement reached between the parties shall not be valid in respect of benefits under this Agreement unless approved by the Canada Employment and Immigration Commission on the basis that no deductions shall be made from the Government Employment Insurance payments by reason of Enhanced SUB. Notwithstanding anything contained in this Agreement, no Eligible Employee shall receive for any week, a layoff payment under this Agreement in excess of that which can be allowed the employee without any reduction in his/her Employment Insurance payment.

Work at Home Location

4.2.11 Employees on Enhanced SUB must avail themselves of work at their home Location in accordance with the following:

- (a) An employee will be required to accept permanent and temporary vacancies, subject to qualifications, at his/her home Location, in other bargaining units, non-scheduled positions, management positions or positions outside of CPR as identified by the Labour Adjustment Committee. Vacancies outside of the employee's bargaining unit, must be vacancies which occur after all bulletining and recall provisions of the relevant Collective Agreement have been exhausted.
- (b) An employee accepting a vacancy in another bargaining unit will continue to accumulate seniority in his/her original bargaining unit. Such employee must accept recall to the first permanent vacancy, or temporary vacancy of an expected duration of 90 days or more, in his/her original bargaining unit at his/her home Location. Failure to do so will result in loss of seniority in his/her original bargaining unit.
- (c) Should a permanent vacancy, or a temporary vacancy with an expected duration of 90 days or more, outside the employee's bargaining unit arise at a time when several members of other unions are on Enhanced SUB and receiving benefits, the vacancy will be offered to employees in order of CCS. Only the most junior employee (i.e. in years of CCS) will be required to accept the vacancy. This provision comes into effect only after acknowledgement by the Canada Employment and Immigration Commission that it will not invalidate the SUB registration.

NOTE: Employees in receipt of Enhanced SUB will be required to fill vacancies in accordance with this work at home Location provision before employees on SUB (Article 5).

- (d) Should a temporary vacancy of less than 90 days outside the employee's bargaining unit arise at a time when several members of other unions are on Enhanced SUB and receiving benefits, the employees will be ranked in CCS order and the senior employee (i.e. in years of CCS) will be required to fill the vacancy.

NOTE: Employees in receipt of Enhanced SUB will be required to fill vacancies in accordance with this work at home Location provision before employees on SUB (Article 5).

- (e) An employee who accepts a vacancy will be compensated, while so employed, at 80% of his/her basic rate of pay or the established rate for the vacancy, whichever is the higher. In the application of this provision, if it is necessary to supplement the basic rate of the position concerned, each week so supplemented shall be deducted from the employee's Enhanced SUB entitlement. Provided the employee remains in a position to which a supplement applies, such supplement will be paid until such time as the amount expended for supplementary payments equals the amount of the Enhanced SUB entitlement he would have received had he not been required to fill a vacancy or, until the employee vacates the position, whichever date comes first. If an employee is released from a position occupied pursuant to paragraph (i) above and still eligible for benefits, his/her benefits will be calculated on the basis of his/her original bargaining unit basic rate of pay.
- (f) An employee who refuses a recall to a vacancy will forfeit his/her Enhanced SUB for the duration of that vacancy, but all other rights remain.
- (g) These provisions shall operate over any clause in any Collective Agreement to the contrary.

4.3 ALTERNATIVE OPTIONS

OPTION ONE

- (i) An employee who is also eligible for Early Retirement under the Company's Pension Plan, will be entitled to receive a monthly separation allowance until the age of 65 which, when added to his/her company pension, will give him/her an amount equal to a percentage of his/her average annual earnings over his/her best five-year period, as defined under the pension rules, in accordance with the following formula:

Years of Pensionable Service at Time Employee Elects Retirement	Percentage Amount as Defined Above
35 & over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25	60
24	58
23	56
22	54
21	52

- (ii) An employee who elects to be covered by the provisions of this Option One shall be entitled to have his/her Group Life Insurance and Extended Health and Vision Care benefits continued fully paid by the Company until age of normal retirement, at which time he will be provided a Paid-up Life Insurance Policy, fully paid by the Company in an amount equal to that in effect in existing Collective Agreement.
- (iii) The separation allowance shall cease upon the death of the employee who dies before reaching the age of sixty-five (65).
- (iv) An employee entitled to the separation allowance as hereinabove set out may elect to receive in its stead a lump sum payment equal to the present value of his/her monthly separation payments calculated on the basis of a discount rate of ten (10) per centum per annum.
- (v) An employee who elects benefits under this Option One will not be entitled to any other benefits provided elsewhere in this Agreement.

OPTION TWO (A)

- (i) An employee with Employment Security who is at least fifty years of age and who will be eligible for Early Retirement under the Company's Pension Plan within five (5) years will be entitled to a bridging benefit as defined herein. An employee who is within five years of normal retirement (age 65), but who is not eligible for early retirement without reduction, will be entitled to benefits under this Option Two(A).
- (ii) An employee who elects to be covered by the provisions of this Option Two(A) will be paid on the same bi-weekly basis as he was paid while on active service with the Company. Normal deductions covering pension, income tax, union dues, etc., will be made in the usual manner. In the application of this Option Two(A), it is understood that active employment is severed and the employee will not be entitled to future wage adjustments.
- (iii) An employee covered by the provisions of this Option Two(A) will be compensated on the basis of 65% of the Basic Weekly Rate of pay of the Permanent Position held at the time the employee elects the provisions of this Option Two(A).
- (iv) An employee covered by the provisions of this Option Two(A) will, at the time he qualifies for early retirement under the Company's Pension Plan, also be entitled to a separation allowance in accordance with the terms contained in Option One of this Agreement.
- (v) An employee covered by the provisions of this Option Two(A), while on the bridging plan, will accumulate credit for pension eligibility purposes and pension contributions will continue to be made.

- (vi) An employee who elects to be covered by the provisions of this Option Two(A) shall be entitled to have his/her Group Life Insurance and Extended Health and Vision Care benefits fully paid by the Company until he qualifies for normal retirement, at which time he will be provided a Paid-up Life Insurance Policy, fully paid by the Company in an amount equal to that in effect in existing Collective Agreement. The employee will also be covered by the provisions of the Dental Plan fully paid by the Company. This Dental coverage, however, will only remain in effect until the date of the employee's early retirement.
- (vii) An employee who elects to be covered by the provisions of this Option Two(A) will at the time of so electing, make an irrevocable application for bridging and early retirement to the appropriate Company officer and, except as provided in this Option Two(A) of this Agreement, he will not be entitled to any other benefits provided elsewhere in this Agreement.
- (viii) All payments under Option Two(A) shall cease upon the death of the employee.

OPTION TWO (B)

- (i) An employee who is at least 48 years of age and who will be eligible for early retirement in less than 7 years but more than 5 years, will be entitled to a bridging benefit as defined herein.
- (ii) An employee who elects to be covered by the provisions of this Option Two(B) will be paid on the same bi-weekly basis as he was paid while on active service with the Company. Normal deductions covering pension, income tax, union dues, etc., will be made in the usual manner. In the application of this Option Two(B), it is understood that active employment is severed and the employee will not be entitled to future wage adjustments.
- (iii) An employee covered by the provisions of this Option Two(B) will be compensated on the basis of 65% of the Basic Weekly Rate of pay of the Permanent Position held at the time the employee elects the provisions of this Option Two(B).
- (iv) An employee covered by the provisions of this Option Two(B) will, at the time he qualifies for early retirement under the Company's Pension Plan, also be entitled to a separation allowance lump sum in accordance with Article 8 of this Agreement.
- (v) An employee covered by the provisions of this Option Two(B), while on the bridging plan, will accumulate credit for pension eligibility purposes and pension contributions will continue to be made.

- (vi) An employee who elects to be covered by the provisions of this Option Two(B) shall be entitled to have his/her Group Life Insurance and Extended Health and Vision Care benefits fully paid by the Company until he Qualifies for normal retirement, at which time he will be provided a Paid-up Life Insurance Policy, fully paid by the Company in an amount equal to that in effect in the existing Collective Agreement. The employee will also be covered by the provisions of the Dental Plan fully paid by the Company. This Dental coverage, however, will only remain in effect until the date of the employee's early retirement.
- (vii) An employee who elects to be covered by the provisions of this Option Two(B) will at the time of so electing, make an irrevocable application for bridging and early retirement to the appropriate Company officer and, except as provided in this Option Two(B) of this Agreement, he will not be entitled to any other benefits provided elsewhere in this Agreement.
- (viii) All payments under Option Two(B) shall cease upon the death of the employee.

OPTION THREE

- (i) An employee who is not eligible for a benefit payment pursuant to Options One or Two(A) or (B) may, upon submission of formal resignation from the Company's service, claim a severance payment of \$65,000.
- (ii) An employee who elects to be covered by the provisions of Option Three shall be entitled to have his/her Group Life Insurance and Extended Health and Vision Care benefits fully paid by the Company for one year.
- (iii) An employee who elects benefits under this Option Three will not be entitled to any other benefits provided elsewhere in this Agreement.
- (iv) In no event shall the amount of benefit provided under this Option Three exceed the straight earnings that an employee would have earned on the position permanently held at the time the employee elects this benefit had such employee continued to work until age 65.

OPTION FOUR

- (i) Notwithstanding anything in the Collective Agreement to the contrary, an employee choosing this option shall be provided with a leave of absence for a period of up to three years while attending an educational-training program approved by the Labour Adjustment Committee. During this time period, an employee will continue to receive his/her Basic Weekly Rate of pay applicable to the position permanently held at the time of the change, paid on the same bi-weekly basis as he was paid while in active service with the Company.
- (ii) Employees will be subject to be called to work while not attending courses.

(iii) All outside earnings during this period of leave will be deducted from the employee's pay. Upon completion, the employee shall forfeit his/her seniority. In the event the employee is the successful candidate for a Permanent Position within the Company for which he was trained, such employee will forfeit any future entitlement to Article 3 or Article 4 benefits.

4.4 Employees required to relocate pursuant to Article 4.1(c) and who actually relocate, will be entitled to the relocation benefits provided pursuant to the provisions of Article 6, or, in lieu, if having met the requirements of Article 6, may choose a lump sum relocation benefit as follows:

- \$25,000 Home Owner
- \$14,000 Renter/Mobile Home Owner

Note: (a) Where more than one relocation is involved, the second and subsequent relocations shall be provided in accordance with Article 6 of this Agreement.

Note: (b) Employees will be required to pay back one-half of the lump sum relocation benefit if they voluntarily cease their employment relationship with the Company within two years of receiving the lump sum relocation benefit.

Note: (c) Changes made to Article 4 which include changes to the header and restructuring of the article, have been made in response to concerns raised by the HRDC and do not change the intent of the benefit provisions and/or obligation as originally negotiated between the parties.

ARTICLE 5

SUPPLEMENTAL UNEMPLOYMENT BENEFITS AND SEVERANCE PAYMENTS

ELIGIBILITY

- 5.1 (i)** An employee who is not disqualified under Clause (iii) hereof, shall be eligible for a benefit payment in respect of each Claim Week provided he/she meets all of the following requirements:
- (a)** He/She has two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the Claim Week occurs began (calendar year shall be deemed to run from January 1st to December 31st);
 - (b)** For Supplemental Unemployment Benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for Supplemental Unemployment Benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for Supplemental Unemployment Benefits upon layoff within such ninety days;
 - (c)** He/She has made application for benefits in the prescribed form and in accordance with the procedures prescribed by the Committee;
 - (d)** He/She has exercised full seniority rights in his/her own bargaining unit at the Location; then on his/her Basic Seniority Territory as provided for in the Collective Agreement, except as otherwise expressly provided in Clause (iii), paragraph (b) of this Article 5.1.
- (ii)** An employee who, on being laid off, does not qualify under paragraph (a) of Article 5.1 (i) shall, if still laid off in the next calendar year, qualify under said paragraph (a) if at the beginning of said next calendar year he/she has two years of continuous employment relationship. The seven-day waiting period provided for in Paragraph (b) of Article 5.1(i), shall commence from the 1st day of January of that year.
- (iii)** Notwithstanding anything to the contrary in this Article, an employee shall not be regarded as laid off:
- (a)** During any day or period in which his/her employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation), failure to exercise seniority (except as otherwise expressly provided for in Clause (iii) (b) hereof), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the Railway;

- (b) During any interval between the time that he/she is recalled to the service of the Company after a period of layoff, and the time at which he/she actually resumes work during any waiting period provided for in the relevant Collective Agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article 5.8 of this Agreement, on the same basis as if he/she had returned to work on the date such work became available;
 - (c) If he/she declines, for any reason, other than as expressly provided for in Clause (iii) (b) above, recall to work on his/her Basic Seniority Territory in accordance with the seniority provisions of the relevant Collective Agreement;
 - (d) If, as provided in Article 5.12, he/she fails to accept either a temporary or permanent vacant position at his/her home Location in other bargaining units, non-scheduled positions or management positions;
 - (e) In respect of any period in which he/she is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 5.8;
 - (f) During any recognized period of seasonal layoff;
 - (g) After his/her dismissal from the service of the Company.
- (iv) Supplemental Unemployment Benefit (SUB) Plans provide that payments in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan.

5.2 An employee who is on layoff on the effective date of this Agreement and not receiving Supplemental Unemployment Benefits but who now qualifies for benefit payments in accordance with the terms of this Agreement shall be entitled to claim Supplemental Unemployment Benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer providing such claim is submitted within sixty calendar days of the effective date of this Agreement. The period of continuous layoff immediately prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 5.1, (i)(b). Such employee who fails to file a claim within sixty calendar days of the effective date of this Agreement will forfeit his/her right to any benefit payments unless subsequently returned to work and again laid off.

SUB - Entitlement

5.3 (a) Employees who have less than 8 years of CCS and who are affected by either Article 1.1(a) or (b), will be allowed a gross layoff benefit credit of five weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee.

- (b) Employees who have 8 or more years of CCS, and who are affected by Article 1.1(b), will be allowed a gross layoff benefit credit of six weeks for each such year. This will be calculated from the last date of entry into the Company's service as a new employee.

NOTE: In arriving at net layoff benefits available for an employee, any previous layoff payments made by the Trustee under the provisions of previous Job Security Agreements and Article 5 of this Agreement must be taken into account on a 'weeks of benefits paid' basis. For example, if an employee with 10 years CCS was laid off under the provisions of this Agreement, he/she would be treated as follows:

Gross weeks of layoff benefits entitlement --10 (yrs) x 6 (weeks)	60 weeks
Less weeks of layoff benefits paid under the provisions of previous Job Security Agreements and Article 5 of this Agreement	10 weeks
Net Layoff Benefits available	50 weeks

- (c) The accumulation of gross layoff benefit credits pursuant to the above shall apply until such time as the employee has twenty (20) years of CCS, when the maximum layoff benefit will apply:

Years of CCS	Maximum Period for Which Weekly Benefits Payable for Each Period of Lay Off
20 years or more but less than 25 years	3 years
25 years or more but less than 30 years	4 years
30 years or more	5 years

- 5.4** Except as provided in Article 5.5 hereof, an Eligible Employee who is laid off, and whose layoff benefit credit is reduced due to Supplemental Unemployment Benefit payment being made during the period of layoff in accordance with Article 5 of this Agreement, will, on recall, accumulate layoff benefit credits in accordance with the above provisions of this Article.
- 5.5** An employee who at the beginning of the calendar year has completed 12 years of CCS and subsequently receives Supplemental Unemployment Benefits due to layoff in accordance with the provisions of Article 5 of this Agreement shall, upon subsequent layoff from a Permanent Position, be credited with the cumulated layoff benefit weeks he/she had to his/her credit at the time of layoff.

5.6 An Eligible Employee, as defined in Article 5.1 may, at the expiration of the seven-day waiting period specified in paragraph (b) of said Article 5.1 (i), make application to a designated officer in the form and manner prescribed by the Committee, for Supplemental Unemployment Benefits as follows:

- (a)** Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEARS' CCS:
 - (i)** A Supplementary Unemployment Benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 5.1 of an amount that, when added to Employment Insurance benefits and/or outside earnings in excess of those allowable under Employment Insurance for such week, will result in the employee receiving 80 per cent of his/her Basic Weekly Rate at time of layoff (hourly-rated employees 40 x the basic hourly rate).
 - (ii)** During any week following the seven-day waiting period referred to in Article 5.1 that an Eligible Employee is not eligible for Employment Insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for Employment Insurance benefits, or account Employment Insurance waiting period, such employee may claim Supplementary Unemployment Benefits for each complete week of seven calendar days laid off of the maximum Employment Insurance weekly benefit currently in force (for 1995 the maximum payment is \$448.00) or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 80 per cent of his/her Basic Weekly Rate (hourly-rated employees 40 x the basic hourly rate).
 - (iii)** Supplemental Unemployment Benefits provided for under Article 5.6 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 5.3 of this Agreement.
- (b)** Employees with TWENTY OR MORE YEARS of CCS:
 - (i)** A Supplemental Unemployment Benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 5.1 of an amount that, when added to Employment Insurance benefits and/or outside earnings in excess of those allowable under Employment Insurance for such week, will result in the employee receiving 80 per cent of his/her Basic Weekly Rate at time of layoff (hourly-rated employees 40 x the basic hourly rate).
 - (ii)** During any week following the seven-day waiting period referred to in Article 5.1 that an Eligible Employee is not eligible for Employment Insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for Employment Insurance benefits, or account Employment Insurance waiting period, such employee may claim a Supplemental Unemployment Benefit for each complete week of seven calendar days laid off of an amount that, when added to outside earnings, will result in the employee receiving 80 per cent of his/her Basic Weekly Rate at time of layoff (hourly-rated employees 40 x the basic hourly rate).

5.7 It shall be the responsibility of the employee to report for each week for which he/she is claiming a Supplemental Unemployment Benefit under this Agreement, any amounts received in Employment Insurance benefits in respect of such week, as well as any wages earned during such week while employed outside the Railway. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him/her that his/her outside earnings for such week are the same as those for the previous week.

5.8 No Supplemental Unemployment Benefits will be made for parts of a Claim Week except that:

(a) Recall not covered by Clause (b) below:

An employee who has qualified for Supplemental Unemployment Benefits in accordance with Clause (i) of Article 5.1 and who returns to work for part of the last Claim Week and thereby receives earnings from the Company in that last Claim Week, may make application for a partial Supplemental Unemployment Benefit which, when added to the earnings received in that week and to Employment Insurance benefits and/or outside earnings in excess of those allowable under Employment Insurance for such week, will result in the employee receiving 80 per cent of his/her Basic Weekly Rate at time of layoff (hourly-rated employees 40 x the basic hourly rate).

(b) Temporary recall for less than five working days:

An employee who has qualified for Supplemental Unemployment Benefits in accordance with Clause (i) of Article 5.1 will not have his/her Supplemental Unemployment Benefit payment reduced for any Claim Week during which he/she returned to the service temporarily for less than five working days.

EXAMPLE OF PAYMENT FOR PART WEEK ON RECALL

5.9 Assume that an employee with a rate of \$15.00 per hour (\$120.00 per day, \$600.00 per week) is laid off Friday, February 10/95 (last day worked February 9/95) and recalled to work Wednesday, March 22/95. This is 40 days, or 5 weeks and 5 days. For the purpose of this illustration, the employee's Supplemental Unemployment Benefit Claim Week is Friday to Thursday, and the Employment Insurance claim week is Sunday to Saturday. In these circumstances the employee's benefit entitlement would be as follows:

SUB Claim Week 1 - NIL (waiting period)

SUB Claim Week 2 - (i) employee with less than
20 years' CCS -
Employment Insurance
maximum - \$448

(from SUB) (ii) employee with 20 or more years of CCS - 80% of basic weekly salary at the time of lay off - \$480
(80% x \$600)

SUB Claim Weeks 3, 4 & 5 80% of basic weekly salary at the time of lay off (80% x \$600) - \$480*

(* \$330 from Employment Insurance; \$150 from SUB)
(EI pays 55% of insurable earnings up to a maximum of \$448)

Upon recall: SUB Claim Week (March 17 - 23, 1995, inclusive)

- For Employment Insurance purposes, employee works 2 days (March 22 and 23/95 - both of which fall in one Employment Insurance claim week) - Earnings \$240
- Deduct Employment Insurance allowable earnings (25% of employee's Employment Insurance entitlement of \$330) \$ 83
- Earnings for Employment Insurance purposes \$157
- Employment Insurance entitlement during last SUB claim week - \$330 - \$157 = \$173

In order to make up the 80% of his/her Basic Weekly Rate during the last SUB claim week, i.e. \$480, the employee would receive

- Two days' wages for March 22 and 23/95 \$240
 - Employment Insurance entitlement \$173
 - Supplemental Unemployment Benefit \$ 67
- TOTAL \$480

NOTE: A partial week of SUB counts as one week to be deducted from SUB entitlement.

SPECIAL PROVISIONS FOR EMPLOYEES WITH TWENTY YEARS OR MORE OF CCS

- 5.10 (i)** An employee with 20 years of CCS who, in any calendar year, is laid off and unable to hold work on his/her Basic Seniority Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, provided he/she has performed active work in that particular year for which he/she is claiming vacation, towards the qualifying period for vacation in the ensuing years; such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.
- (ii)** An employee with 20 years of CCS who is laid off and unable to hold work on his/her Basic Seniority Territory will have his/her group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.
- 5.11** Any agreement reached between the parties shall not be valid in respect of benefits under this Agreement unless approved by the Canada Employment and Immigration Commission on the basis that no deductions shall be made from the Government Employment Insurance payments by reason of Supplemental Unemployment Benefits. Notwithstanding anything contained in this Agreement, no Eligible Employee shall receive for any week, a layoff payment under this Agreement in excess of that which can be allowed the employee without any reduction in his/her Employment Insurance payment.

Work at Home Location

- 5.12** Employees on Supplemental Unemployment Benefits must avail themselves of work at their home Location in accordance with the following:
- (a)** An employee will be required to accept permanent and temporary vacancies, subject to qualifications, at his/her home Location, in other bargaining units, non-scheduled positions, management positions or positions outside of CPR as identified by the Labour Adjustment Committee. Vacancies outside of the employee's bargaining unit, must be vacancies which occur after all bulletining and recall provisions of the relevant Collective Agreement have been exhausted.
- (b)** An employee accepting a vacancy in another bargaining unit will continue to accumulate seniority in his/her original bargaining unit. Such employee must accept recall to the first permanent vacancy, or temporary vacancy of an expected duration of 90 days or more, in his/her original bargaining unit at his/her home Location. Failure to do so will result in loss of seniority in his/her original bargaining unit.

- (c) Should a permanent vacancy, or a temporary vacancy with an expected duration of 90 days or more, outside the employee's bargaining unit arise at a time when several members of other unions are receiving Supplemental Unemployment Benefits, the vacancy will be offered to employees in order of CCS. Only the most junior employee (i.e. in years of CCS) will be required to accept the vacancy. This provision comes into effect only after acknowledgement by the Canada Employment and Immigration Commission that it will not invalidate the SUB registration.
- (d) Should a temporary vacancy of less than 90 days outside the employee's bargaining unit arise at a time when several members of other unions are receiving Supplemental Unemployment Benefits, the employees will be ranked in CCS order and the senior employee (i.e. in years of CCS) will be required to fill the vacancy.
- e) An employee who accepts a vacancy will be compensated, while so employed, at 80% of his/her basic rate of pay or the established rate for the vacancy, whichever is the higher. In the application of this provision, if it is necessary to supplement the basic rate of the position concerned, each week so supplemented shall be deducted from the employee's Supplemental Unemployment Benefit entitlement. Provided the employee remains in a position to which a supplement applies, such supplement will be paid until such time as the amount expended for supplementary payments equals the amount of the Supplemental Unemployment Benefit entitlement he/she would have received had he/she not been required to fill a vacancy or, until the employee vacates the position, whichever date comes first. If an employee is released from a position occupied pursuant to paragraph (i) above and still eligible for benefits, his/her benefits will be calculated on the basis of his/her original bargaining unit basic rate of pay.
- (f) An employee who refuses a recall to a vacancy will forfeit his/her Supplemental Unemployment Benefit entitlement for the duration of that vacancy, but all other rights remain.
- (g) These provisions shall operate over any clause in any Collective Agreement to the contrary.

Severance Payment

- 5.13** (a) In cases of permanent staff reductions, an employee with two years or more of continuous employment relationship at the beginning of the calendar year, may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth below but such severance payment will not in any event exceed the value of one and one-half years' salary at the basic rate of the position held at the time of abolishment, displacement or layoff.
- (b) For each year of CCS or major portion thereof calculated from the last date of entry into the Company's service as a new employee, an employee will be allowed credit weeks as follows:

- For each of the first seven years - one week's pay.
 - Eight or more years of CCS - 2.25 weeks' pay for all years of CCS.
- (c) An employee choosing to sever within the first week following lay-off would be entitled to the full severance as provided by the above severance formula.
- (d) An employee choosing to sever between the eighth day and the thirtieth day following lay-off would be entitled to 80% of the above determined severance if such employee has less than eight years of CCS, or 95% if such employee has eight or more years of CCS.
- (e) An employee choosing to sever in the second or any subsequent month following lay-off will have his/her severance entitlement further reduced for each additional month by 15% if such employee has less than eight years of CCS, or 3% if such employee has eight or more years of CCS.
- (f) Notwithstanding any other provision in this Agreement, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he/she will not be eligible for a severance payment.
- (g) An employee eligible for a severance payment who resigns and who at a later date will become eligible for an early retirement pension under the Company pension rules shall be entitled to receive the lesser of:
- (i) His/Her severance payment entitlement under this Agreement;
- OR
- (ii) a lump sum amount equal to the basic pay he would have earned had he/she worked until eligible for an early retirement pension. The basic pay is to be calculated at the employee's basic rate of pay in effect at the time of his/her resignation.

5.14 An employee laid off as a result of a non-permanent staff reduction will be entitled to claim a severance payment subject to meeting the applicable requirements of this Article, as well as the following:

- (i) He/She has been laid off and a continuous waiting period of thirty calendar days in the period of layoff has expired except that if an employee, during such waiting period, is recalled to work for a total of less than five working days the said 30-day waiting period will not be interrupted as a consequence thereof. Each period of layoff will require a new 30- day waiting period in order to establish eligibility for a severance payment except that once an employee has been on layoff for more than thirty calendar days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for a severance payment upon layoff within such ninety days;

Note: An employee subject to item (i) above may claim weekly layoff benefits pursuant to Article 5.1(i)(b) of the Income Security Agreement pending expiration of the 30-day waiting period provided in item (i) above.

- (ii) He/She has exercised full seniority rights on his/her Basic Seniority Territory as provided for in the Collective Agreement, except as otherwise expressly provided in Article 5.1(iii)(a) and 5.1(iii)(c) of the Income Security Agreement.
- (iii) Notwithstanding the provisions of Article 5.13 to the contrary, the severance formula for an individual claiming a severance payment under the provisions of this Article 5.14 is as follows: For each year of CCS or major portion thereof calculated from the last date of entry into the Company's service as a new employee, an employee will be allowed credit weeks as follows:
 - For each of the first ten years - one week's pay;
 - For the eleventh and subsequent years of service - two weeks' pay.
- (iv) An employee choosing to sever during the second full month following his/her lay-off will have his/her severance entitlement reduced by 35% if he/she has less than eight years of CCS and a further monthly reduction of 15% for the third and subsequent months. An employee with eight or more years of CCS will have his/her severance entitlement reduced by 8% if he/she chooses to sever during the second full month following his/her lay-off and a further monthly reduction of 3% for the third and subsequent months.

ARTICLE 6

RELOCATION EXPENSES

6.1 To be eligible for relocation expenses an employee:

- (a) must have been laid off or displaced, under conditions where such layoff or displacement is of a permanent nature, with the result that no work is available at his/her home Location and, in order to hold other permanent work on the Railway, such employee is required to relocate; or
- (b) must be engaged in work which has been transferred to a new location and the employee moves at the instance of the Company; or
- (c) must be affected by a notice which has been issued under Article 1.1 (a) of this Agreement and he/she chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 1.1(a) of this Agreement and such relocation takes place in advance of the date of the change, provided this will not result in additional moves being made; or
- (d) must qualify for the benefits contained in Article 3 or Article 4 and be required to relocate to have work under the provisions of Article 3 or Article 4 of this Agreement.

6.2 In addition to fulfilling at least one of the conditions set forth above, the employee:

- (a) must have two years' CCS; and
- (b) must be a householder, i.e, one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and
- (c) must establish that it is impractical for him/her to commute daily to the new location by means other than privately-owned automobile.
- (d) must be required to travel an additional 25 miles from his/her residence to his/her new headquarters. (DOES NOT APPLY TO 6.10(b)).

Note: Relocation expenses apply only when the employee must relocate beyond the Location.

Relocation Benefits

6.3 Payment of door-to-door moving expenses for the Eligible Employee's household goods and his/her automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.

- 6.4** An allowance of up to \$1200 effective January 1, 2021 for incidental expenses actually incurred as a result of relocation.
- 6.5** Reasonable transportation expenses from his/her former Location to his/her new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$329.00 for an employee without dependents, and that an additional amount of \$1171.00 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.
- 6.6** Upon authorization, an employee may drive his/her automobile to his/her new location at an allowance per kilometer (or per mile) as specified in the current Collective Agreement.
- 6.7** In order to seek accommodation in his new location and/or to move to his/her new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave shall not exceed one week's pay at his/her regular weekly rate. For other than weekly rated employees, 5 basic days' or 40 hours' straight-time pay shall constitute one week's pay.
- 6.8** (a) Except as otherwise provided in Article 6.8 (c), reimbursement of up to \$15,000.00 (\$17,000.00 effective January 1, 2012) for loss sustained on the sale of a relocating employee's private home which he/her occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location, and any mortgage closure penalties, and the amount established as the selling price in the deed of sale.
- (b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Article 6.12 – Appraisal Procedure.
- (c) Notwithstanding the provisions of Article 6.8 (a):
- (i) should a change take place involving relocation of Railway employees whereby the number of homes being listed for sale by such Railway employees represent 15 per cent or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Article 6.12 - Appraisal Procedure. The number of Railway employees' homes referred to above shall, for the purpose of establishing the 15 per cent, include the homes of all Railway employees that are being offered for sale as a result of and at the time of the change; or
- (ii) should a change occur involving relocation of Railway employees covered by this Agreement as well as Railway employees covered by other Collective Agreements, the maximum amount of \$15,000.00 (\$17,000.00 effective January 1, 2012) specified in paragraph (a) of this Article 6.8 shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other Collective Agreement.

(d) An Eligible Employee who desires to sell his/her house and receive any benefit to which he/she may be entitled under Article 6.8 must advise the Company's officer concerned accordingly and also sell his/her home within twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article 6.8 if the house is not listed for sale within sixty days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 6.8 must be made within twelve months of the final determination of value.

Note: Notwithstanding other provisions of Article 6.8, special cases of loss on sale of homes may be submitted to the Committee for adjudication, but such special cases shall not be subject to arbitration.

6.9 (a) Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$10,000.00).
Receipts shall be required.

(b) In a case where it is alleged a mobile home, that is occupied by the employee as a year-round residence, is not moveable, the Company will select an independent appraiser who will determine if the mobile home is moveable or not. If it has been determined that the mobile home is not moveable, the loss on sale of home provision will apply (Article 6.8(a)).

6.10 (a) If an employee who is eligible for moving expenses does not wish to move his/her household to his/her new location he may opt for a monthly allowance of \$343.00 which will be payable for a maximum of twelve months from the date of transfer to his/her new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12 – month limitation. An employee who elects to move his/her household effects to a new location during the twelve-month period following the date of his/her initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his/her relocation.

(b) If an employee must travel more than an additional 15 miles but less than an additional 25 miles from his/her residence to the new work location, such employee will be entitled to a monthly allowance of \$343.00 which will be payable for a maximum of twelve months from the date of transfer to his/her new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he/she shall continue to receive the monthly allowance referred to above, but subject to the aforesaid twelve-month limitation.

- 6.11** (a) Alternatively to Article 6.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocating employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.
- (b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

APPRAISAL PROCEDURE

- 6.12** When an Eligible Employee desires to sell his/her home, under the provisions of Article 6.8 (b) of this Agreement, the following procedure will apply:
- (a) In advising the Company officer concerned of his/her desire to sell his/her house, the employee shall include pertinent particulars as outlined in sample form attached, including his/her opinion as to the fair market value of his/her house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair market value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employee's advice of his/her desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Article 6.8 (a) of this Agreement.
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and the employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 6.12(c).
- (e) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Agreement, and such price shall be binding on both parties.
- (f) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 6.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.

- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Appraisal Procedure, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Articles 6.12(e) or (f) shall be paid by the Company.

Note: In the event an employee desires to sell his/her home at a price which is less than the fair market value as determined by the provisions of this Appraisal Procedure, the Company will be given the right in priority to everyone else to purchase the home.

PARTICULARS OF HOUSE TO BE SOLD

Name of Owner: _____

Address: _____

No. Street

City-Town _____

Type of House, i.e. Cottage _____

Bungalow _____

Split Level _____

Year Built: _____

No. of Rooms: _____ Bathrooms: _____

Type of Construction: _____
(i.e. brick veneer, stucco, clapboard)

Finished Basement: Yes _____ No _____

Type of heating : _____
(i.e., oil, coal, gas, electricity)

Garage: Yes _____ No _____

Size of Lot: _____

Fair Market Value: \$ _____

Other Comments:

Date: _____

Signature: _____

ARTICLE 7

MAINTENANCE OF BASIC RATES

7.1 An employee whose rate of pay is reduced by \$2.00 or more per week, by reason of being displaced due to a change brought about as a result of Technological, Operational or Organizational change, pursuant to an Article 1.1 (a) Notice, will continue to be paid at the basic weekly or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he/she

- (a) first accepts the highest-rated position at his/her Location to which his/her seniority and qualifications entitle him/her; or
- (b) if no position is available at his/her Location, he/she accepts the highest-rated position on his/her Basic Seniority Territory to which his/her seniority and qualifications entitle him/her. The maintenance of basic rate will continue until:
 - (i) The dollar value of the incumbency above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position he/she is holding erase the incumbency differential; or
 - (ii) the employee fails to apply for a position, the basic rate of which is higher by an amount of \$2.00 per week or more than the basic rate of the position which he/she is presently holding and for which he/she is qualified at the Location where he/she is employed; or
 - (iii) the employee's services are terminated by discharge, resignation, death or retirement.

In the application of (ii) above, an employee who fails to apply for a higher-rated position, for which he/she is qualified, will be considered as occupying such position and his/her incumbency shall be reduced correspondingly. In the case of a temporary vacancy, his/her incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 7.1(b)(i) follows:

Date	Basic Rate	Incumbency Level
Oct. 1, 1995	\$500.00	\$550.00
Jan. 1, 1996 (2% inc.)	\$510.00	560.00
Jan. 1, 1997 (3% inc.)	\$525.30	575.30
Jan. 1, 1998 (3% inc.)	\$541.05	591.05
Jan. 1, 1999 (3% inc.)	\$557.28	591.05
Jan. 1, 2000 (3% inc.)	\$573.99	591.05
Jan. 1, 2001 (3% inc.)	\$591.20	Incumbency disappears

For the purpose of this Article 7.1, the basic rate of a position with stand-by earnings shall be converted to a basic rate on a forty-hour week basis.

Example -- Stand-by Earnings

The basic rate of an employee who receives a 7.5-hour straight time stand-by allowance per week (which is equivalent to 47.50 hours per week) is \$10.00 per hour at the straight time rate. Such employee's Basic Weekly Rate shall be considered as \$475.00 and his/her basic hourly rate shall be considered at \$11.875.

ARTICLE 8

EARLY RETIREMENT BENEFIT

- 8.1** In special cases of permanent staff reduction or special case(s) of staff reductions lending themselves to special offers of optional early retirement separation allowances to eligible employees, the following early retirement benefit may be offered to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years of service.
- 8.2** To be entitled to this benefit, an employee must be eligible for early retirement and a member of the CP Pension Plan.
- 8.3** The separation allowance to apply in each of such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

Years of CCS	Number of Weeks Salary Credited for Each Year of Service Remaining to Retirement
35 or more	4.5
34	4.4
33	4.3
32	4.2
31	4.1
30	4.0
29	3.9
28	3.8
27	3.7
26	3.6
25	3.5
24	3.4
23	3.3
22	3.2
21	3.1

- 8.4** Special cases of early retirement must be made with the mutual agreement of the Director, Labour Relations and the General Chairman.

Note: (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g. 4 years and 1 month (or major portion thereof) equals 4 - 1/12 (4.083) years.

(b) One week's salary shall be the employee's Basic Weekly Rate at the time of the change.

ARTICLE 9

TRANSFER OF BENEFITS

9.1 Where an employee, with 8 or more years of Company CCS and who commenced service prior to January 1, 1994, is affected by a change pursuant to Article 1.1 (a) of this Agreement, and is unable to hold a permanent position in his/her bargaining unit or is required to relocate in order to hold a permanent position in his/her bargaining unit, Article 4.3, Option 1, 2, 3 or 4 will be offered to senior employees in his/her bargaining unit, in seniority order, at the location of the affected employee.

NOTE #1: It was not the intention of the parties to provide, to employees at the location, Article 4.1 (d), Option 1, 2, 3 or 4 benefits, when there are junior employees holding permanent positions in the bargaining unit on the Basic Seniority Territory, who have not completed 8 or more years of CCS or commenced service on or after January 1, 1994, or have previously forfeited employment security benefits.

NOTE #2: Notwithstanding Note #1, the Labour Adjustment Committee may approve Article 4.1(d), Option 1, 2, 3 and 4 benefits at the Location, when, multiple relocations are involved.

9.2 Should a senior employee at the location referred to in Article 9.1 above, choose not to elect to receive the benefits contained in Article 4.3, Option 1, 2, 3 or 4, the displaced employee will not be required to displace beyond the location, if this would result in a junior employee, with 8 or more years CCS and who commenced service prior to January 1, 1994, being unable to hold a permanent position. However, should an employee elect to displace under such circumstances, Article 4.3, Option 1, 2, 3 or 4, will be offered to senior employees in the bargaining unit, at the location on the District/Region the employee elects to displace, provided that the employee ultimately displaced and unable to hold a permanent position has 8 or more years of Company CCS and commenced service prior to January 1, 1994.

9.3 Should a senior employee at the location referred to in Article 9.2 above, choose not to elect to receive the benefits contained in Article 4.3, Option 1, 2, 3 or 4, the displaced employee will not be permitted to displace beyond his/her District/Region, if this would result in a junior employee, with 8 or more years CCS and who commenced service prior to January 1, 1994, being unable to hold a permanent position.

ARTICLE 10
GOVERNMENT ASSISTANCE PROGRAMS

10.1 All payments under this Agreement are to be reduced in whole or in part in each case by any amount payable for the same purpose under a Government Assistance Program.

ARTICLE 11
NON-APPLICABILITY OF SECTIONS 52, 54, AND 55, PART I
AND SECTIONS 214 TO 226 INCLUSIVE OF PART III OF THE CANADA
LABOUR CODE

- 11.1** The provisions of this Agreement are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I, of the Canada Labour Code do not apply.
- 11.2** The provisions of this Agreement are intended to minimize the impact of termination of employment on the employees represented by the Union party to this Agreement and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

ARTICLE 12
AMENDMENT

12.1 The parties hereto may at any time during the continuance of this Agreement amend its provisions in any respect by mutual agreement.

ARTICLE 13

COMMENCEMENT

- 13.1** Increased benefits under this Agreement will come into effect on the first of the month following ratification, unless otherwise stated in the Memorandum of Settlement dated December 10, 2020.

Except as otherwise expressly provided in this Agreement, employees who have elected a benefit under the previous agreement or who have been adversely affected by a change initiated under the previous agreement, will continue to be subject to the benefit level of the previous agreement.

ARTICLE 14
DURATION

14.1 This Agreement shall remain in effect until revised in the manner and at the time provided for in respect of the revision of the Agreement which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 10th day of December, 2020 at Calgary, AB.

FOR THE COMPANY:

FOR THE UNION:

(signed)
Chief Labour Officer

(signed)
Senior General Chairman

APPENDIX "A"
BASIC SENIORITY TERRITORIES

IBEW(S&C)

BASIC SENIORITY TERRITORIES

1. ATLANTIC REGION

Dominion Atlantic Railway

All Company Lines in Nova Scotia

Saint John

All Company Lines in New Brunswick

Quebec Central

Chaudiere Sd., Vallee Sd., Levis Sd., Tring Sd.

Farnham

Adirondack Sd. (Mi. 0.0 to 34.0), Newport Sd., Sherbrooke Sd., Stanbridge Sd.,
St-Guillaume Sd.

Laurentian

Berthierville Sd., Buckingham Sd., Lachute Sd., M&O Sd., Ste-Agathe Sd.,
St-Gabriel Sd., St-Maurice Valley Sd., Trois-Rivieres Sd.,
Winchester Sd.(Mi.18.9 to 20.0), Park Ave. Sd. (Mi. 9.0 to 19.9),
Vaudreuil Sd. (Mi. 3.2 to 18.9).

Montreal Terminal

Farnham Connection Sd., Park Avenue Sd. (Mi. 5.9 to 9.0), St-Luc Branch Sd.,
Vaudreuil Sd. (Mi. 0.0 to 3.2), Westmount Sd., Adirondack Sd. (Mi. 34.0 to 50.3),
Lacolle Sd.

2. **EASTERN REGION**

Smiths Falls

Winchester Sd., Cornwall Sd., Prescott Sd., Ellwood Sd., Brockville Sd.,
Belleville Sd. (Mi. 0.0 to 0.6), Chalk River Sd. (Mi. 0.0 to 114.5),
Belleville Sd. (Mi. 0.6 to 184.8).

London

Galt Sd. (Mi. 15.0 to 114.6), Owen Sound Sd., Goderich Sd., St. Thomas Sd.,
Port Burwell Sd., St. Marys Sd., Hamilton Sd. (Mi. 37.3 to 39.0), Windsor Sd.,
Waterloo Sd. (Mi. 0.0 to 15.8). (Prior rights), T, H & B Hamilton Sd. (Mi. 0.0 to
37.3), Dunnville Sd., Fort Erie Sd.

Toronto

Belleville Sd. (Mi. 184.8 to 206.0), Mactier Sd. (Mi. 0.0 to 126.9), Canpa Sd.,
North Toronto Sd., Galt Sd. (Mi. 0.0 to 15.0), Havelock Sd. (Mi. 62.5 to 182.4),
Nephton Sd., Parry Sound Sd. (Mi. 0.0 to 0.4).

Sudbury

Chalk River Sd. (Mi. 114.5 to 115.3), North Bay Sd., Cartier Sd. (Mi. 0.0 to 111.0),
Parry Sound Sd. (Mi. 0.4 to 121.7), Temiscaming Sd., Nickel Sd., Webbwood Sd.,
Little Current Sd.

Schreiber

Cartier Sd., Nemegos Sd., White River Sd., Heron Bay Sd.,
Nipigon Sd. (Mi. 0.0 to 126.5), Manitouwadge Sd.

3. **PRAIRIE REGION**

Lakehead

Nipigon Sd. (Mi. 132.9 to 126.5), Kaministiquia Sd., Ignace Sd., Keewatin Sd.

Winnipeg

Winnipeg Terminal, Winnipeg Beach Sd., La Riviere Sd. (Mi. 0.0 to 11.5),
Lac du Bonnet Sd. (Mi. 0.0 to 7.7), Keewatin Sd. (Mi. 118.5 to 125.7),
Glenboro Sd. (Mi. 0.0 to 0.4), Emerson Sd., Arborg Sd., Carberry Sd. (Mi. 0.0 to 9.2).

Brandon

Arcola Sd., Bredenbury Sd., Broadview Sd. (Mi. 0.0 to 129.0),
Carberry Sd. (Mi. 9.2 to 133.1), Estevan Sd., Glenboro Sd. (Mi. 4.0 to 146.7),
Gretna Sd., La Riviere Sd. (Mi. 11.5 to 111.0), Lyleton Sd., Minnedosa Sd., Napinka
Sd., Rocanville Sd., Russell Sd.

Saskatoon

Bulyea Sd., Dodsland Sd., Hardisty Sd., Kerrobert Sd. (Mi.1.2 to 102.5),
Lanigan Sd. (Mi. 6.1 to 104.6), Lloydminster Sd., Macklin Sd., Melfort Sd.,
Prince Albert Sd., Reford Sd., Sutherland Sd., Tisdale Sd., White Fox Sd., Wilkie Sd.,
Wynyard Sd., Neudorf Sd., Kelvington Sd.

Moose Jaw

Altawan Sd., Amulet Sd., Assiniboia Sd., Bromhead Sd., Dunelm Sd., Expanse Sd.,
Fife Lake Sd., Gravelbourg Sd., Indian Head Sd., Kisbey Sd.,
Lanigan Sd. (Mi. 0.0 to 6.1), Maple Creek Sd. (Mi. 0.0 to 2.3), Notukeu Sd.,
Outlook Sd., Shamrock Sd., Shaunavon Sd., Swift Current Sd., Tyvan Sd., Vanguard Sd.,
Wood Mountain Sd., Broadview Sd. (Mi. 129.0 to 130.9),
Kerrobert Sd. (Mi. 0.0 to 1.2), Radville Sd., Weyburn Sd.

4. PACIFIC REGION

Medicine Hat

Brooks Sd. (Mi. 0.0 to 167.0), Maple Creek Sd. (Mi. 2.3 to 147.4), Empress Sd., Bassano Sd., Acme Sd., Burstall Sd., Hatton Sd., Irricana Sd., Langdon Sd., Pennant Sd.

Lethbridge

MacLeod Sd. (Mi. 10.5 to 107.0), Aldersyde Sd., Cardston Sd., Coutts Sd., Crowsnest Sd. (Mi. 0.0 to 100.9), Lomond Sd., Pecten Sd., Stirling Sd., Taber Sd., Turin Sd.

Calgary

Red Deer Sd., Laggan Sd., MacLeod Sd. (Mi. 0.0 to 10.5), Brooks Sd. (Mi. 167 to 175.8).

Edmonton

Breton Sd., Hoadley Sd., Wetaskiwin Sd., Willingdon Sd., Coronation Sd., Lacombe Sd., Leduc Sd.

Revelstoke

Shuswap Sd., Mountain Sd., Laggan Sd. (Mi. 136.3 to 136.6), Windermere Sd. (Mi. 139.9 to 142.5), Okanagan Sd.

Kootenay

Windermere Sd. (Mi. 0.0 to 139.9), Cranbrook Sd., Fording River Sd., Kimberly Sd., Kingsgate Sd., Nelson Sd., Boundry Sd., Rossland Sd., Slokan Sd., Crowsnest Sd. (Mi. 100.9 to 101.1).

Canyon

Cascade Sd. (Mi. 0.0 to 109.7), Thompson Sd., Mission Sd.

Vancouver

Cascade Sd. (Mi. 109.7 to 129.0), Westminster Sd. (Mi. 0.0 to 8.4), Page Sd.

Esquimalt and Nanaimo

Victoria Sd., Port Alberni Sd.

APPENDIX "B"

IMPLEMENTATION OF CTC DECISIONS

CPR

September 26, 1995

Mr. A. G. Cunningham
Senior System General Chairman
Canadian Signal & Communications
System Council No. 11 of the
International Brotherhood of
Electrical Workers
Suite 512, 1255 University St.
Montreal, Quebec H3B 3V8

Dear Mr. Cunningham:

Re: Implementation of Transport Canada Decisions

In the event the Company issues a notice under Article 1.1A of the Income Security Agreement relating to a proposed change which requires the proposed implementation date of such change be delayed on account of the National Transportation Agency approval not having been received in sufficient time, the Union officers involved may review with the appropriate Company officers the new implementation date proposed if he/she is of the opinion that the revised date might have adverse effects on the employees involved.

Should any dispute arise out of this review, it may be submitted to the Labour Adjustment Committee for adjudication. In such instances, however, the arbitration provisions of the Income Security Agreement will not apply.

Yours truly,

(signed)
Manager Labour Relations
CPR

APPENDIX "C"
OBLIGATIONS OF AN EMPLOYEE TO EXERCISE SENIORITY UNDER
ARTICLES 4 AND 5

MONTREAL, June 8, 1995

Mr. A. G. Cunningham
Senior System General Chairman and Secretary
Canadian Signal & Communications
System Council No. 11 of the
International Brotherhood of
Electrical Workers
Suite 512, 1255 University St.
Montreal, QC H3B 3V8

Dear Mr. Cunningham:

This has reference to the obligations of an S&C employee to exercise seniority under Articles 4 and 5 of the Income Security Plan.

To be eligible for Supplementary Unemployment Benefits under these Articles an S&C employee will be required to exhaust his/her seniority on the basic seniority territory. He/She will not be required to exercise his/her seniority as Gang Helper.

It is understood, however, that, if a vacancy on another basic seniority territory goes unfilled, the laid-off employee will be required to assume that vacancy off his/her basic seniority territory.

Any particular problems on the seniority district (Region) regarding the filling of Gang Helper positions will be addressed by the Labour Adjustment Committee.

If this understanding meets with your approval, please signify your agreement in the space provided below.

Yours truly,

(signed)
Manager, Labour Relations

I AGREE

(signed)
Senior System General Chairman
and Secretary
Canadian Signal & Communications
System Council No. 11 of the IBEW

APPENDIX "D"
INSERTION OF THE WORD "PERMANENT" IN ARTICLE 1.1(a) AND
NEW PROVISION DEALING WITH NON – T.O. & O. CHANGES

MONTREAL, June 8, 1995

Mr. A.G. Cunningham
Senior System General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW
1255 University Street
Suite 512
Montreal, QC H3B 3V8

Dear Mr. Cunningham:

In negotiating changes to the Income Security Agreement, concerns were raised by the Union in regard to the insertion of the word "permanent" in Article 1.1(a), as well as a new provision dealing with non T.O.&O. changes.

Specifically, the Union expressed concerns that these wording changes may have an impact on the type of notices that may be served in the future. In this regard, it was stated that the Company's intention was simply to clarify the intent and historical understanding of the parties.

The type of notice issued would continue to be based on past practice and arbitration jurisprudence.

Yours truly,

(signed)
Manager, Labour Relations

APPENDIX "E"
**PROTECTION AFFORDED TO EMPLOYEES REQUIRED TO ACCEPT
EXPANDED JOB OPPORTUNITIES**

MONTREAL, June 8, 1995

Mr. A.G. Cunningham
Senior System General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW
1255 University Street
Suite 512
Montreal, QC H3B 3V8

Dear Mr. Cunningham:

In negotiating expanded job opportunities for employees adversely affected by a change pursuant to a notice under Article 1.1(a), questions were raised in regard to the protection that would be afforded to employees who were required to accept any of the expanded job opportunities.

Employees who are required to relocate beyond the BST pursuant to Article 3 of the Income Security Agreement, if laid off, regardless of the reason, within one year, will revert back to the benefits available under Article 3 without having to relocate for a period of two years. Prior to employees being required to accept positions pursuant to Article 3, the Labour Adjustment Committee will assess, to the extent possible, the stability of such positions.

When an employee has relocated beyond the BST and such employee is subsequently affected by a permanent change within a two (2) year period, the employee will not be considered as having voluntarily ceased their employment relationship with the Company pursuant to Articles 3.7 and 4.3.

Employees who are required to accept positions within the operating group, where earnings are irregular, would have their earnings adjusted on a quarterly basis.

Yours truly,

(signed)
Manager, Labour Relations

APPENDIX "F"
MOBILE HOMES NOT BEING MOVEABLE AND AMOUNTS
PAYABLE FOR RELOCATION PURPOSES

MONTREAL, June 8, 1995

Mr. A.G. Cunningham
Senior System General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW
1255 University Street
Suite 512
Montreal, QC H3B 3V8

Dear Mr. Cunningham:

During negotiation of the Income Security Agreement, concerns were raised by the unions with regard to mobile homes not being moveable and the amounts payable for relocation purposes.

It was agreed that the current practice would be applied, whereby if it is determined by an independent appraiser that a mobile home is not moveable, homeowner provisions would apply.

Yours truly,

(signed)
Manager, Labour Relations

APPENDIX "G"
EMPLOYMENT SECURITY AND WORK OUTSIDE THE COMPANY

MONTREAL, June 8, 1995

Mr. A.G. Cunningham
Senior System General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW
1255 University Street
Suite 512
Montreal, QC H3B 3V8

Dear Mr. Cunningham:

During negotiation of the new Income Security Agreement, concerns were raised by the unions in regard to the length of entitlement to employment security under Article 3.4 when an eligible employee has taken work outside the Company as determined by the Labour Adjustment Committee.

It is understood that an employee who receives less income while working outside the Company than his/her employment security salary will have such income topped off to equal 100% of his/her employment security salary. It is also understood that his/her employment security entitlement period will not be reduced by the number of weeks of top off received.

Yours truly,

(signed)
Manager, Labour Relations

APPENDIX "H"
SUPERVISORS REVERTING TO THE BARGAINING UNIT

MONTREAL, August 18, 1997

Mr. A.G. Cunningham
Senior System General Chairman
Canadian Signal & Communications
System Council No. 11 of the IBEW
1255 University Street
Suite 512
Montreal, QC H3B 3V8

Dear Mr. Cunningham:

This letter deals with the situation of a supervisor reverting to a position in one of your bargaining units in circumstances where the supervisor concerned has been affected by the types of changes covered by Article 1.1(a) of the Income Security Agreement (ISA).

In such circumstances, any bargaining unit employees adversely affected by such reversion to the ranks will be covered by all provisions in the ISA flowing from Article 1.1(a) changes, except that the notice pursuant to that clause will not be issued.

In addition, where a supervisor is released as a result of being affected by the type of change contemplated by Article 1.1 (b) of the Income Security Agreement and reverts to a permanent bargaining unit position, adversely affected employees will also be covered by all provisions in the ISA following such reversion, except that the notice pursuant to that clause will not be issued.

If this meets with your understanding of the resolve of the parties, please indicate below.

Yours truly,

I AGREE

(signed)
Manager, Labour Relations

(signed)
Senior System General Chairman
and Secretary
Canadian Signal & Communications
System Council No. 11 of the IBEW

CANADIAN PACIFIC RAILWAY

BENEFIT PLANS

For
Employees Represented by
the

CANADIAN SIGNALS AND
COMMUNICATIONS SYSTEM COUNCIL
NO. 11 OF THE IBEW



This Benefit Plan Insert, although contained with this Collective Agreement book, does not form part of the Collective Agreement.

This Benefit Plan Insert is for Informational purposes only, Actual Plan documents shall form the basis for determining benefit entitlements.

CANADIAN PACIFIC RAILWAY

BENEFIT PLANS

For
Employees Represented by
the

CANADIAN SIGNALS AND COMMUNICATIONS SYSTEM COUNCIL NO. 11 OF THE IBEW



This Benefit Plan Insert, although contained with this Collective Agreement book, does not form part of the Collective Agreement.

This Benefit Plan Insert is for Informational purposes only, Actual Plan documents shall form the basis for determining benefit entitlements.

your group benefits

Contract Number: 103173, 153173 and BSC 9142124

Effective: January 1, 2021

Issued: March 22, 2021



Canadian Pacific Railway Company

Active employees - IBEW



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How to Connect with Sun Life Financial



Questions?

We're here to help. Talk to a Sun Life Financial Customer Care representative for assistance with your coverage by calling toll-free at 1-866-881-0583.

For faster service, have your **group contract number** and **member ID** ready to enter into our automated telephone system.

Plan Member Services

Download the my Sun Life Mobile App!

- Free from the Apple App Store or Google Play, anytime
- Fast and easy access, wherever you go, to your benefit information
- View and/or submit mobile claims instantly, depending on your plan

Don't have a smartphone? Visit www.mysunlife.ca to obtain the following services:

- benefit information about coverage, claim status, and easy access to claim forms and/or e-claims, depending on your plan
- chat live with an agent
- send a secure email message to the Sun Life Financial Customer Care Centre
- contact information

Access to mysunlife website

The first time you access your group benefits online, you will need to register to get your personal access ID and password. To register you will need your group contract number and member ID.

Prior Authorization Program

For the form:

- visit our website at www.mysunlife.ca/priorauthorization
- call a Sun Life Financial Customer Care representative toll-free at 1-866-881-0583

For the list of drugs:

- visit our website at www.mysunlife.ca/priorauthorization

Your Drug Card

Provided by Sun Life or online at www.mysunlife.ca.

Your Travel Card

Provided online at www.mysunlife.ca.

Need to contact Allianz Global Assistance?

In the USA and Canada, call: 1-800-511-4610.

All other inquiries

Call 1-866-881-0583.

Benefit Summary



The information contained in this summary applies only to benefits for which Sun Life Assurance Company of Canada is the insurer or plan administrator. The Employee and Family Assistance Program, Weekly Indemnity and Basic Accidental Death and Dismemberment benefits described later in this booklet are not insured or administered by Sun Life.

This is a summary of the coverage your plan provides. You should read it together with the information in the rest of this booklet. Please see the related sections of this booklet for more information, including exclusions, limitations and other conditions that apply to your plan.

General Information

We, our and us	Throughout this booklet, <i>we</i> , <i>our</i> and <i>us</i> mean Sun Life Assurance Company of Canada
Waiting period	<p>The waiting period is:</p> <ul style="list-style-type: none"> the period ending on the last day of the month in which you have completed 60 days of continuous employment for Life coverage none for all other benefits <p>Any period during which you do not meet the eligibility requirements cannot be counted as part of the waiting period</p>
Termination	Termination of coverage may vary from benefit to benefit as indicated in this Benefit Summary. Coverage may also end on an earlier date, as specified in the <i>General Information</i> section of this booklet.

Extended Health Care - Contract Number 153173

Benefit year	January 1 to December 31
Deductible	None
Reimbursement level	<p><i>Drug card plan</i> Included</p> <p><i>Prescription drugs</i> 50% – drugs for the treatment of infertility and sexual dysfunction 80% - for all other expenses</p> <p>For employees residing in Québec, the reimbursement percentage is increased to 100% for drugs listed in the Régie de l'assurance-maladie du Québec (RAMQ) drug formulary once the out-of-pocket maximum has been reached. However, if the drug submitted for reimbursement has a lower priced equivalent drug, only the cost of the lowest priced equivalent drug will be considered at 100%, unless Sun Life specifically approved the cost of the higher priced drug.</p> <p>Drugs covered under this plan must have a Drug Identification Number (DIN) and be approved under <i>Drug evaluation</i></p>

	<p>We will cover the following drugs and supplies that are prescribed by a doctor or dentist and are obtained from a pharmacist:</p> <ul style="list-style-type: none"> • drugs that legally require a prescription • life-sustaining drugs that may not legally require a prescription • injectable drugs and vitamins, excluding synovial fluid replacement • compounded preparations, provided that the principal active ingredient is an eligible expense and has a DIN • diabetic supplies, excluding insulin jet injector device • drugs for the treatment of infertility, up to a lifetime maximum of \$3,000 per person • preventative vaccines • products to help a person quit smoking that legally require a prescription, up to a lifetime maximum of \$400 per person • intrauterine devices (IUDs) and diaphragms • varicose vein injections • drugs for the treatment of sexual dysfunction, up to a maximum of \$1,000 per person per benefit year <p>There are drugs and treatments that are not covered, even when prescribed. Please refer to the Extended Health Care section of this booklet for details.</p>
<p><i>Other health professionals allowed to prescribe drugs</i></p>	<p>We reimburse certain drugs prescribed by other qualified health professionals the same way as if the drugs were prescribed by a doctor or a dentist if the applicable provincial legislation permits them to prescribe those drugs.</p>
<p><i>Dispensing fee</i></p>	<p>Eligible expenses for the dispensing fee are limited to \$7.50 for each prescription or refill, and are covered at 100%</p>
<p><i>Drug substitution limit</i></p>	<p>We will not cover charges above the lowest priced equivalent drug unless we specifically approve them. To assess the medical necessity of a higher priced drug, we will require the covered person and the attending doctor to complete and submit an exception form.</p> <p>For employees residing in Québec, for drugs listed in the Régie de l'assurance-maladie du Québec (RAMQ) drug formulary, charges in excess of the lowest priced equivalent drug do not count towards the out-of-pocket maximum unless we specifically approved the charges for the higher priced drug</p>
<p><i>Québec drug insurance plan</i></p>	<p>Any conditions under this plan that do not meet the requirements under the Québec drug insurance plan are automatically adjusted to meet those requirements</p>
<p><i>In-province hospital</i></p>	<p>100% of the difference between the cost of a ward and a semi-private room</p>
<p><i>Convalescent hospital</i></p>	<p>80% of the difference between the cost of a ward and a semi-private room, up to \$20 per day for a maximum of 120 days for treatment of an illness due to the same or related causes</p>
<p><i>Substance abuse rehabilitation centre</i></p>	<p>100% of the difference between the cost of a ward and a private room, up to a lifetime maximum of \$10,000 per person</p>
<p><i>Out-of-province emergency services</i></p>	<p>100%</p> <p>Emergency Travel Assistance included</p> <p>Time limit – 90 days after the date the person leaves the province where the person lives</p> <p>Lifetime maximum of \$1,000,000 per person for out-of-Canada services</p>

<i>Out-of-province referred services</i>	100%
<i>Medical services and equipment</i>	80%
<i>Paramedical services</i>	80% up to a combined maximum of \$1,000 per person per benefit year for qualified psychologists or social workers, including psychological testing, psychological assessments, educational assessments and court ordered psycholegal assessments 80% for the qualified physiotherapists 80% up to a combined maximum of \$500 per person per benefit year for the qualified paramedical practitioners listed below: <ul style="list-style-type: none"> • massage therapists • speech therapists • naturopaths • acupuncturists • osteopaths or osteopathic practitioners, including x-ray examinations • chiropractors, including x-ray examinations • podiatrists or chiropodists, including x-ray examinations • personal support workers or Victoria order of Nurses (VON)
<i>Vision care</i>	Contact lenses, eyeglasses or laser eye correction surgery – 80% Services of an ophthalmologist or licensed optometrist – 80%, one examination per person in any 12 month period for a person under age 18 or in any 24 month period for any other person For all eligible expenses combined, the maximum is \$325 in any 12 month period for a person under age 18 or in any 24 month period for any other person
Maximum benefit	Unlimited for In-province hospital, excluding Substance abuse rehabilitation centres Lifetime maximum benefit for all other expenses, including Substance abuse rehabilitation centres but excluding Out-of-Canada expenses – \$75,000 per person
Termination	When you retire

Dental Care - Contract Number 153173

Benefit year	January 1 to December 31
Deductible	None
Fee guide	The current fee guide in the province where the employee lives, based on the date the treatment is received, regardless of where the treatment is received If services are provided by a board qualified specialist in endodontics, prosthodontics, oral surgery, periodontics, paedodontics or orthodontics whose dental practice is limited to that specialty, then the fee guide approved by the provincial Dental Association for that specialist will be used
Reimbursement level	
<i>Preventive procedures</i>	100%
<i>Basic procedures</i>	100%

<i>Major procedures</i>	50%
<i>Orthodontic procedures</i>	80%
Maximum benefit	
<i>Benefit year maximum</i>	\$2,050 per person If your coverage starts on or after July 1 of a benefit year, the maximum amount for that benefit year will be reduced by 50% A separate lifetime maximum (below) applies to Orthodontic expenses
<i>Lifetime maximum</i>	Orthodontic procedures – \$1,500 per person
Termination	When you retire

Life - Contract Number 103173

Employee Basic Life

Amount	\$55,000
Reduction	Coverage is reduced to \$7,000 on the date you become eligible for a waiver of premium
Termination	When you retire

Employee Optional Life

Amount	You can choose coverage in units of \$10,000 Maximum – \$250,000
Proof of good health	Approval required on the initial optional amount of coverage and any increase in that coverage requested by the employee
Termination	When you retire

Spouse Optional Life

Amount	You can choose coverage in units of \$10,000 Maximum – \$150,000
Proof of good health	Approval required on the initial optional amount of coverage and any increase in that coverage requested by the employee
Termination	When you retire

Making Claims



The information contained in this section applies only to benefits for which Sun Life Assurance Company of Canada is the insurer or plan administrator.

There are time limits for making claims. You can find more on these time limits in the following chart. **If you fail to meet these time limits, you may not be entitled to some or all benefit payments.**

There is a time limit for appealing our decision to decline or terminate a disability claim. An appeal must be made within 3 months of such a decision and must be accompanied by new and unreviewed records or reports.

To assess a claim, we may ask you to send us the following documents:

- medical records or reports
- proof of payment
- itemized bills
- prescriptions
- other information we need.

Proof of claim is at your expense.

Instructions and Time Limits for Sending Us Your Claims

Use this handy reminder to help you meet the time limits for sending in your claim.

Type of claim	Starting the claims process	Limits and special instructions
Extended Health Care	<p>Ask Sun Life for the form to complete, or get the form on our website.</p> <p>You can also submit claims for some expenses electronically. For more information, ask Sun Life.</p>	<p>Up to the earlier of the following dates:</p> <ul style="list-style-type: none"> • 90 days after the end of the benefit year during which the expense is incurred, or • 90 days after the end of your Extended Health Care coverage.
Emergency Travel Assistance	<p>Contact Allianz Global Assistance to notify them that a medical emergency exists.</p>	<p>Having expenses reimbursed: To have services or supplies reimbursed that either you or another covered person have paid for, proof of the expenses must be provided to us within 30 days of the person's return to the province where the person lives.</p> <p>Refer to <i>Reimbursement of expenses</i> under the <i>Emergency Travel Assistance</i> section for further details.</p>

Type of claim	Starting the claims process	Limits and special instructions
Dental Care	<p>Ask Sun Life for the form to complete, or get the form on our website.</p> <p>The dentist will have to complete a section of the form.</p> <p>You can also submit claims for some expenses electronically. For more information, ask Sun Life.</p>	<p>Up to the earlier of the following dates:</p> <ul style="list-style-type: none"> • 90 days after the end of the benefit year during which the expense is incurred, or • 90 days after the end of your Dental Care coverage. <p>If we consider it needed, we can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any other related information.</p> <p>For orthodontic procedures, a treatment plan will need to be submitted to us.</p>
Life coverage	Ask Sun Life to provide the claim forms.	<p>If the claim is a result of a death: We must receive the claim form within 365 days after the death occurred.</p> <p>For coverage during total disability: We must receive the proof of total disability within 180 days of the date the disability begins. After that, we can require that you provide us with ongoing proof that you are still totally disabled.</p>

General Information



The information contained in this section applies only to benefits for which Sun Life Assurance Company of Canada is the insurer or plan administrator. The Employee and Family Assistance Program, Weekly Indemnity and Basic Accidental Death and Dismemberment benefits described later in this booklet are not insured or administered by Sun Life.

The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group contract with Sun Life Assurance Company of Canada (*Sun Life*), a member of the Sun Life Financial group of companies.

This booklet is only a summary of your employer's group contract. If there are any discrepancies between the group contract and the information in this booklet, the group contract will take priority, to the extent permitted by law.

Your group benefits may be modified after the effective date of this booklet. We will notify you in writing of any changes to your group plan. Any such notices will become part of this group benefits booklet and you should keep them in a safe place together with this booklet.

Have questions? Need more information about your group benefits? Talk to Sun Life.

Your group benefits	<p>The contract holder, Canadian Pacific Railway Company, self-insures the following benefits under contract number 153173:</p> <ul style="list-style-type: none">• Extended Health Care• Dental Care <p>This means Canadian Pacific Railway Company is wholly responsible for the benefits listed above and funds the claims. Sun Life provides administrative services only (ASO) such as claims adjudication and claims processing. All other benefits are insured by Sun Life under contract number 103173.</p>
Who is eligible to receive benefits?	<p>To be eligible for group benefits, you must reside in Canada and meet all the following conditions:</p> <ul style="list-style-type: none">• you are a permanent employee working in Canada.• you are actively working as determined by your employer.• you have completed the waiting period indicated in the Benefit Summary. <p>Your dependents become eligible for coverage on the later of the following dates:</p> <ul style="list-style-type: none">• on the date you become eligible for coverage, or• on the date they become your dependent. <p>You must apply for coverage for yourself in order for your dependents to be eligible.</p>
Who qualifies as your dependent	<p>Your dependent must be:</p> <ul style="list-style-type: none">• your spouse or your child, and• residing in Canada or the United States.

Your spouse qualifies as your dependent if they are your spouse in one of the following ways:

- by marriage.
- under any other formal union recognized by law.
- as your partner of the opposite sex or of the same sex who is living with you and has been living with you in a conjugal relationship for at least:
 - 1 year, if both the parties are free to marry.
 - 3 years, if either party is not free to marry.

For employees residing in Québec, there is no minimum cohabitation period if a child is born out of the relationship.

You can only cover one spouse at a time.

Your spouse no longer qualifies as your spouse on the earlier of the following dates

- the date the marriage is dissolved through divorce or annulment.
- the date the formal union recognized by law is dissolved.
- 3 months following the date of a separation.

Your children and your spouse's children (including adopted or step-children, but excluding foster children) are eligible dependents if they are under age 21 and do not have a spouse.

A child who is a full-time student under age 25 (age 26 for drugs listed in the Régie de l'assurance-maladie du Québec drug formulary for employees residing in Québec) is also considered an eligible dependent as long as the child is dependent on you for financial support and does not have a spouse.

If a child becomes disabled before the maximum age and remains continuously disabled, we will continue coverage if they are not able to support themselves financially because of a disability and must rely on you financially. The exception is if they have a spouse.

In these cases, you must inform Sun Life within 6 months of the date the child attains the maximum age for this plan. **Ask Sun Life for more on this.**

How to enrol

For you – You must provide the proper enrolment information to Sun Life.

For a dependent – You must ask for dependent coverage.

You will need to provide proof of good health for the benefits listed below, as outlined in the Benefit Summary section at the beginning of this booklet. This coverage will not start before Sun Life has approved this proof of good health.

- Employee Optional Life
- Spouse Optional Life

When coverage begins

Your coverage begins on the date you become eligible for coverage.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

A dependent's coverage begins **on the later of** the following dates:

- the date your coverage begins.
- the date you first have a dependent.

If you are not actively working on the date your spouse's Optional Life coverage would normally begin, then that coverage will not begin until you return to active work with your employer.

<p>Changes affecting your coverage</p>	<p>If proof of good health is required, the change cannot take effect before Sun Life approves the proof of good health.</p> <p>If you are not actively working when an increase in coverage occurs or when Sun Life approves proof of good health, the change cannot take effect before you return to active work.</p>
<p>Updating your records</p>	<p>To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to Sun Life:</p> <ul style="list-style-type: none"> • change of dependents. • change of beneficiary. <p>You will need to report any name change to your employer.</p>
<p>Accessing your records</p>	<p>You may request copies of your records, including:</p> <ul style="list-style-type: none"> • your enrolment form or application for insurance. • any written statements or other record about your health that you provided to Sun Life in applying for coverage. • one copy of the insured contract, number 103173. <p>We will not charge you for the first copy but we may charge a fee for further copies.</p> <p>Need a copy of a document? Contact one of the following:</p> <ul style="list-style-type: none"> • our website at www.mysunlife.ca. • our Customer Care centre, toll-free at 1-866-881-0583.
<p>When coverage ends</p>	<p>As an employee, your coverage will end on the earlier of the following dates:</p> <ul style="list-style-type: none"> • the date your employment ends or you retire, except as stated under Continuation of coverage. • the date you are no longer actively working, except as stated under Continuation of coverage. • the end of the period for which premiums have been paid to Sun Life for your coverage. • the date the group contract or the benefit provision ends. <p>A dependent's coverage terminates on the earlier of the following dates:</p> <ul style="list-style-type: none"> • the date your coverage ends. • the date the dependent is no longer an eligible dependent. • the end of the period for which premiums have been paid for dependent coverage. <p>The end of coverage may vary from benefit to benefit. For information about a specific benefit, please refer to the Benefit Summary section at the beginning of this booklet.</p>
<p>Continuation of coverage</p>	<p>When coverage would terminate because your employment ends or because you are no longer actively working, your employer may continue your coverage in the following circumstances:</p> <ul style="list-style-type: none"> • during a statutory leave, as set out in applicable employment standards legislation, but not more than the period required under such legislation. • during the notice period for termination of employment as required by relevant legislation. • for a pre-determined period during you are temporarily laid off or granted a leave of absence, excluding a statutory leave or an absence due to illness, but not more than 12 months.

Also, when your coverage would terminate because you are no longer actively working due to illness, your employer is entitled to may continue your coverage under this contract during the period you are absent from work, provided that your employment continues.

If you die while covered by this plan

Coverage for your dependents will continue until **the earlier of** the following dates:

- last day of the month following the month in which you die. However, if you die while on the job, coverage for your dependents will continue until the last day of the 3rd month following the month in which you die.
- the date the person would no longer be considered your dependent under this plan if you were still alive.
- the date your coverage would have terminated if you were still alive.
- the date the benefit provision under which the dependent is covered ends.

When dependent coverage continues, it is subject to all other terms of the plan.

The continuation of coverage does not apply to the spouse's Optional Life.

Legal actions for insured benefits

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of your province or territory.

Legal actions for self-insured benefits

Where the applicable legislation of your province or territory permits the use of a different limitation period, every action or proceeding for the recovery of money payable under the plan is absolutely barred unless it is commenced within one year of the date that we must receive your claim forms. Otherwise, every action or proceeding for the recovery of money payable under the plan must be commenced within the time set out in the applicable legislation of your province or territory.

Proof of disability

From time to time, Sun Life can require that you provide us with proof of your continued total disability. If you do not provide this information within 90 days of the request, you may not be entitled to some or all benefit payments.

Coordinating your benefits with another plan

If you or your dependents are covered for Extended Health Care or Dental Care under this plan and another plan, the maximum amount that you can receive from all plans is 100% of the total eligible expenses.

When you have more than one plan, insurance industry standards determine which plan you should claim expenses from first.

Please send in claims for you and your spouse in the following order:

- First, send in the claim to the plan where the person is covered as an employee. If the person is an employee under two plans, send the claim to the different plans in the following order:
 - to the plan where the person is covered as an active full-time employee.
 - then, to the plan where they are covered as an active part-time employee.
 - then, to the plan where they are covered as a retiree.
- Next, send the claim to the plan where the person is covered as a dependent.

Please send in claims for a child in the following order:

- First send in the claim to the plan where the child is covered as an employee.
- Then, to the plan where they are covered under a student health or dental plan through their educational institution.
- Then, to the plan of whichever parent has the earlier birth date (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.

When you send us a claim, you must tell us about all other equivalent coverage that you or your dependents have. If both you and your spouse are employed by Canadian Pacific Railway Company, we will coordinate benefits for you and your dependents under the employer's plan.

Medical examination

We may require that you or your dependent have a medical examination if you make a claim. We will pay for the examination. If the person fails or refuses to have an examination, we will not pay any benefits.

Recovering overpayments

If we have overpaid any amount of benefit, we have the right to recover this money. We will:

- ask you to reimburse us,
- deduct that amount from other benefit payments, or
- recover that amount by any other legal means available.

Assignments

For Life benefits – You may not assign any rights or interests to anyone.

For all other benefits – We reserve the right to deny your request for an assignment.

Definitions

Here are the definitions of some terms that appear in this employee booklet. Other definitions that describe specific benefits appear in the benefit sections.

Accident	An accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.
Doctor	A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.
Illness	An illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is an illness.

Extended Health Care



Plan administrator

This benefit is administered by Sun Life Assurance Company of Canada.

General description of the coverage

The contract holder is wholly responsible for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Extended Health Care benefits.

Extended Health Care coverage pays for eligible expenses that you incur while covered under this plan.

Eligible expenses mean expenses incurred for the services and supplies described below that are medically necessary for the treatment of an illness and do not exceed the reasonable and customary charges for the service or supply being claimed. However, there are additional eligibility requirements that apply to drugs (see *Prior authorization program* for details).

Medically necessary means generally recognized by the Canadian medical profession as effective, appropriate and required for treating an illness according to Canadian medical standards.

Reasonable and customary charges mean:

- fees and prices normally charged in the regional area where the services or supplies are provided, and
- charges for services and supplies that represent reasonable treatment, considering the duration of services and how frequently services and supplies are provided.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

Reference to Doctor may also include a nurse practitioner – If the applicable provincial legislation permits nurse practitioners to prescribe or order certain supplies or services, Sun Life will reimburse those eligible services or supplies prescribed or ordered by a nurse practitioner the same way as if they were prescribed or ordered by a doctor. For drugs, refer to *Other health professionals allowed to prescribe drugs* outlined in the Benefit Summary.

Claiming when the expense is incurred

You must claim an expense for the benefit year in which you incur the expense. You incur an expense on the date you receive the service or purchase or rent supplies.

The benefit year is indicated in the Benefit Summary.

See the table **Instructions and Time Limits for Sending Us Your Claims** at the beginning of this booklet for information about when and how to make a claim.

Reimbursement level and maximum benefit

Claims will be paid up to the reimbursement level and maximum benefit under this plan.

For each type of service listed below, the reimbursement level is indicated in the Benefit Summary. The maximum benefit for all expenses combined is also indicated in the Benefit Summary.

Prescription drugs

Prescription drugs	We will cover the cost of the drugs and supplies that are listed in the Benefit Summary.
Quantity limit	Payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period or, in the case of certain maintenance drugs, in a 100 day period as ordered by a doctor.
What is not covered	<p>We will not pay for the following, even when prescribed:</p> <ul style="list-style-type: none"> • infant formulas (milk and milk substitutes), minerals, proteins, vitamins and collagen treatments. • the cost of giving injections, serums and vaccines. • treatments for weight loss, including drugs, proteins and food or dietary supplements. • hair growth stimulants. • drugs that are used for cosmetic purposes. • natural health products, whether or not they have a Natural Product Number (NPN). • drugs and treatments, and any services and supplies relating to the administration of the drug and treatment, administered in a hospital, on an in-patient or out-patient basis, or in a government-funded clinic or treatment facility.
Drug evaluation	<p>The following drugs will be evaluated and must be approved by us to be eligible for coverage:</p> <ul style="list-style-type: none"> • drugs that receive Health Canada Notice of Compliance for an initial or a new indication on or after November 1, 2017. • drugs covered under this plan and subject to a significant increase in cost. <p>Drug expenses are eligible for reimbursement only if incurred on or after the date of our approval.</p> <p>We will assess the eligibility of the drug based on factors such as:</p> <ul style="list-style-type: none"> • comparative analysis of the drug cost and its clinical effectiveness. • recommendations by health technology assessment organizations and provinces. • availability of other drugs treating the same or similar condition(s). • plan sustainability.
Pharmaceutical services (rendered by pharmacists)	For employees residing in Québec, we will cover the pharmaceutical services that are covered under the Québec drug insurance plan and apply its requirements.
Prior authorization program	<p>The prior authorization (PA) program applies to a limited number of drugs, where you must get approval in advance for coverage under the program.</p> <p>In order for drugs in the PA program to be covered, you need to provide medical information. Please use our PA form to submit this information. Both you and your doctor need to complete parts of the form. You will be eligible for coverage for these drugs if the information you and your doctor provide meets our clinical criteria based on factors such as:</p> <ul style="list-style-type: none"> • Health Canada Product Monograph. • recognized clinical guidelines. • comparative analysis of the drug cost and its clinical effectiveness. • recommendations by health technology assessment organizations and provinces. • your response to preferred drug therapy.

	<p>If not, your claim will be declined.</p> <p>See <i>How to Connect with Sun Life Financial</i> at the beginning of this booklet for information on how to obtain our prior authorization forms.</p>
<p>Out-of-pocket maximum</p>	<p>For employees residing in Québec, expenses incurred for drugs listed in the Régie de l'assurance-maladie du Québec (RAMQ) drug formulary and not reimbursed under this plan as a result of the application of the deductible or the reimbursement percentage are limited in each calendar year to the yearly maximum contribution set by the RAMQ plan. There is an out-of-pocket maximum for you, and another one for your spouse. Any drug expenses incurred for your children are part of the out-of-pocket maximum of the employee.</p>
<p>Persons age 65 or over residing in Québec</p>	<p>Unless you have indicated otherwise, once you reach age 65 you are automatically registered for the public prescription drug insurance plan of the Régie de l'assurance-maladie du Québec (RAMQ), which provides basic coverage for prescription drug costs. Given that after age 65 you continue to be eligible for a medical expense benefit under your group plan, you must make a decision in regards to your basic coverage since you can be covered by either the public plan or your group plan.</p> <p>If you opt for basic coverage under RAMQ's public prescription drug insurance plan, your group plan will then provide coverage that supplements RAMQ's basic coverage. This supplementary coverage does not replace RAMQ's basic coverage; it adds to it by covering, for example, drugs that are not reimbursed by the public plan or the portion of drug costs not reimbursed by the public plan. In this case, when you complete your tax return, be sure to indicate that you are registered for basic coverage under RAMQ's public plan. You will then have to pay the premium.</p> <p>On the other hand, if you opt to keep your basic coverage under your group plan, you will have to cancel your registration in the public plan by calling RAMQ or visiting one of its offices during business hours. But before you do, we recommend you contact us to clarify your situation.</p>

Hospital expenses in your province

<p>Hospital</p>	<p>We will cover the cost of room and board in a hospital in the province where you live, as indicated in the Benefit Summary.</p> <p>A <i>hospital</i> is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day.</p> <p>It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.</p>
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Convalescent hospital

We will cover the cost of room and board in a convalescent hospital, as indicated in the Benefit Summary, if this care has been ordered by a doctor and as long as it is primarily for rehabilitation, and not for custodial care.

A convalescent hospital is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day.

It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

Substance abuse rehabilitation centre

We will cover the cost for the treatment of alcohol or drug abuse in a licensed substance abuse rehabilitation centre, as indicated in the Benefit Summary, provided the provincial health care plan pays the equivalent of ward level accommodation.

Expenses out of your province

Expenses out of your province

We will cover emergency services while you are outside the province where you live. We will also cover referred services. **For both emergency services and referred services, the reimbursement level is indicated in the Benefit Summary.**

For both emergency services and referred services, we will cover the cost of:

- a semi-private hospital room
- other hospital services provided outside of Canada
- out-patient services in a hospital
- the services of a doctor

Emergency services

We will only cover emergency services obtained within the time limit indicated in the Benefit Summary. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

Emergency services mean any reasonable medical services or supplies, including advice, treatment, medical procedures or surgery, required as a result of an emergency. When a person has a chronic condition, emergency services do not include treatment provided as part of an established treatment program that existed before they left their home province.

Emergency means an acute illness or accidental injury that requires immediate, medically necessary treatment prescribed by a doctor.

Contact us right away in an emergency!

You or someone with you must contact Sun Life's Emergency Travel Assistance provider, AZGA Service Canada Inc. (*Allianz Global Assistance*) right away. Allianz Global Assistance must approve all invasive and investigative procedures (including any surgery, angiogram, MRI, PET scan, CAT scan) before you have them.

If Allianz Global Assistance does not hear from you first, before you receive emergency services, and we determine that someone could have reasonably made contact on your behalf, Sun Life has the right to deny or limit payments for all expenses related to that emergency.

In extreme circumstances where contact with Allianz Global Assistance cannot be made before services are provided, you must contact Allianz Global Assistance as soon as possible afterwards.

An emergency ends when Allianz Global Assistance, based on available medical evidence, deems you medically stable to return to the province where you live.

If you are covered under this group plan and certain other plans, we will coordinate payments with the other plans in accordance with guidelines adopted by the Canadian Life and Health Insurance Association. The plan from which you make the first claim will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share.

Sun Life will not be liable for the negligence or other wrongful acts or omissions of any physician or other health care professional providing direct services covered under this group plan.

Emergency services excluded from coverage

Any expenses related to the following emergency services are not covered:

- services that are not immediately required or which could reasonably be delayed until you return to the province where you live, unless your medical condition reasonably prevents you from returning to that province prior to receiving the medical services.
- services relating to an illness or injury which caused the emergency, after such emergency ends.
- continuing services, arising directly or indirectly out of the original emergency or any recurrence of it, after the date that Sun Life, based on available medical evidence, determines that you can be returned to the province where you live, and you refuse to return.
- services which are required for the same illness or injury for which you received emergency services, including any complications arising out of that illness or injury, if you had unreasonably refused or neglected to receive the recommended medical services.
- where the trip was taken to obtain medical services for an illness or injury, services related to that illness or injury, including any complications or any emergency arising directly or indirectly out of that illness or injury.

Referred services

Referred services must be for the treatment of an illness and ordered in writing by a doctor located in the province where you live. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

All referred services must be obtained in Canada, if available, regardless of any waiting lists. However, if referred services are not available in Canada, they may be obtained outside of Canada.

Your medical services at a glance

Covered expenses	Details	Payment limits
Medical services and equipment		
Out-of-hospital private duty nurse	<p>Must be medically necessary</p> <p>Must be for nursing care, and not for custodial care, and must be prescribed by a doctor</p> <p>The private duty nurse must be a nurse or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you</p> <p>The services of a registered nurse are eligible only when someone with lesser qualifications cannot perform the duties</p>	\$25,000 per person per benefit year
Ambulance	<p>Transportation in a licensed ambulance that takes you to and from the nearest hospital that is able to provide the necessary medical services</p> <p>Must be medically necessary</p> <p>Expenses incurred outside Canada for emergency services will be paid based on the conditions that appear in the Benefit Summary for <i>Out-of-province emergency services</i></p>	
Air ambulance	<p>Transportation in a licensed air ambulance that takes you to the nearest hospital that is able to provide the necessary medical services</p> <p>Must be medically necessary</p> <p>Expenses incurred outside Canada for emergency services will be paid based on the conditions that appear in the Benefit Summary for <i>Out-of-province emergency services</i></p>	

Covered expenses	Details	Payment limits
Diagnostic services	<p>The following diagnostic services that you receive outside of a hospital, except where your provincial plan considers the expense to be an insured service:</p> <ul style="list-style-type: none"> laboratory tests when prescribed by a doctor ultrasounds medical imaging services, including MRIs and CT scans 	
Dental services following an accident	<p>Dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered</p> <p>You must receive these services within 6 months of the accident</p>	We will only cover up to the fee stated in the <i>Dental Association Fee Guide</i> for a general practitioner in the province where the employee lives
Equipment	<p>Medically necessary equipment that meets your basic medical needs, that you rented (or purchased at our request)</p> <p>For equipment to be eligible, we may require a doctor's prescription</p> <p>If alternate equipment is available, eligible expenses are limited to the cost of the least expensive equipment that meets your basic medical needs</p>	<p>For wheelchairs, we only cover the cost of a manual wheelchair, except if your medical condition requires that you use an electric wheelchair</p> <p>For hospital beds, eligible expenses are limited to the cost of a manual hospital bed.</p>
Casts, trusses or crutches		
Splints or braces	Must be prescribed by a doctor	
Breast prostheses or surgical brassieres	Required as a result of surgery	Combined maximum of \$200 per person per benefit year
Artificial limbs and eyes		
Stump socks		5 pairs per person per benefit year
Elastic support stockings, including pressure gradient hose	Must be prescribed by a doctor	\$50 per person per benefit year
Custom-made orthotics for shoes	Must be prescribed by a doctor, podiatrist or chiropodist	1 pair per person per benefit year
Custom-made or prefabricated orthopaedic shoes	Must be prescribed by a doctor, podiatrist or chiropodist	1 pair per person per benefit year
Hearing aids		<p>\$500 per person over 5 benefit years</p> <p>Repairs and replacement batteries are included in this maximum</p>
Oxygen		

Covered expenses	Details	Payment limits
Continuous Glucose Monitor (CGM) receivers, transmitters or sensors	Only for persons diagnosed with Type 1 diabetes You must provide us with a doctor's note confirming the diagnosis	Combined maximum of \$4,000 per person per benefit year
Living aid equipment	Must be prescribed by a doctor	
Incontinence supplies such as diapers, pads and disposable briefs	Required as a result of an illness	
Dressings, excluding bandages	Must be medicated dressings	
Colostomy supplies		
Paramedical services		
Paramedical practitioners listed in the Benefit Summary	The paramedical practitioners must be qualified	Up to the reimbursement level indicated in the Benefit Summary
<p><i>Qualified</i> means a person who is a member of the appropriate governing body established by the provincial government for their profession. In the absence of a governing body, the person must be an active member of an association approved by us.</p> <p><i>Qualified</i> paramedical practitioners must:</p> <ul style="list-style-type: none"> • belong to a regulatory body or in the absence of a regulatory body, belong to an association approved by us, • be licensed or registered, as required by the applicable provincial regulatory body, • have undergone appropriate training and obtained necessary credentials in support of the services or supplies rendered, • maintain clinical records and files consistent with the reasonable practices and standards of others in their field or as may be required by a regulatory body or association, • produce clinical records and files to us upon request and generally act in a manner that is responsive to inquiries from us, and • not engage in administrative practices unacceptable to us. <p>This is not an exhaustive list of qualifications. We have the sole discretion to determine whether a paramedical practitioner is qualified to render a service or provide a supply. To the extent that the qualifications listed above apply to clinics, we have the sole discretion to determine whether a clinic is qualified such that claims for services or supplies rendered at that clinic are eligible for reimbursement under this plan.</p>		
Vision care		
Contact lenses, eyeglasses or laser eye correction surgery and services of an ophthalmologist or licensed optometrist	An ophthalmologist or licensed optometrist must have prescribed contact lenses or eyeglasses You must have received the above from an ophthalmologist, licensed optometrist or optician We will only cover laser eye correction surgery that an ophthalmologist has performed	Up to the reimbursement level indicated in the Benefit Summary We will not pay for sunglasses, magnifying glasses, or safety glasses of any kind, unless they are prescription glasses needed for the correction of vision

When coverage ends

See the Benefit Summary at the beginning of this booklet to see when your coverage ends.

What is not covered

We will not pay for the costs of:

- services or supplies payable or available (regardless of any waiting list) under any government-sponsored plan or program, except as described below under *Integrating with government programs*.
- implanted prosthetic or medical devices (examples of these devices are gastric lap bands, breast implants, spinal implants and hip implants).
- equipment that we consider ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools and humidifiers).
- services or supplies that are not usually provided to treat an illness, including experimental or investigational treatments as defined in the contract.
- services or supplies that do not qualify as medical expenses under the Income Tax Act (Canada).
- services or supplies for which no charge would have been made in the absence of this coverage.

We will not pay benefits when the claim is for an illness resulting from:

- any work for which you were compensated that was not done for the employer who is providing this plan.
- participation in a criminal offence.

Integrating this plan with government programs

This plan will integrate with benefits payable or available under the government-sponsored plan or program (the *government program*).

The covered expense under this plan is the remaining portion of the expense that the government program does not pay or make available, regardless of:

- whether you have made an application to the government program,
- whether your being covered under this plan affects your ability to be eligible for or entitled to any benefits under the government program, or
- whether there are any waiting lists.

Emergency Travel Assistance



General description of the coverage

The contract holder is wholly responsible for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Emergency Travel Assistance benefits.

Emergency means an acute illness or accidental injury that requires immediate, medically necessary treatment prescribed by a doctor.

This benefit, called **Medi-Passport**, supplements the emergency portion of your Extended Health Care coverage. We will only cover emergency services obtained within the time limit indicated in the Benefit Summary. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

The emergency services excluded from coverage, and all other conditions including maximums, limitations and exclusions that apply to your Extended Health Care coverage also apply to Medi-Passport.

Bring your Travel card with you! There you will find telephone numbers and the information you'll need to confirm your coverage and get help.

Getting help

Contact us right away in an emergency!

You or someone with you must contact AZGA Service Canada Inc. (*Allianz Global Assistance*) right away.

If Allianz Global Assistance does not hear from you first, before you receive emergency services, and we determine that someone could have reasonably made contact on your behalf, Sun Life has the right to deny or limit payments for all expenses related to that emergency.

In extreme circumstances where contact with Allianz Global Assistance cannot be made before services are provided, you must contact Allianz Global Assistance as soon as possible afterwards.

Access to a fully staffed coordination centre is available 24 hours a day. Please consult the telephone numbers on the Travel card.

Allianz Global Assistance may arrange for:

On the spot medical assistance

Allianz Global Assistance will provide referrals to physicians, pharmacists and medical facilities.

As soon as Allianz Global Assistance is notified that you have a medical emergency, its staff, or a physician designated by Allianz Global Assistance, will, when necessary, attempt to establish communications with the attending medical personnel to obtain an understanding of the situation and to monitor your condition. If necessary, Allianz Global Assistance will also guarantee or advance payment of the expenses incurred to the provider of the medical service.

Allianz Global Assistance will provide translation services in any major language that may be needed to communicate with local medical personnel.

	<p>Allianz Global Assistance will transmit an urgent message from you to your home, business or other location. Allianz Global Assistance will keep messages to be picked up in its offices for up to 15 days.</p>
<p>Transportation home or to a different medical facility</p>	<p>Allianz Global Assistance may determine, in consultation with an attending physician, that it is necessary for you to be transported under medical supervision to a different hospital or treatment facility or to be sent home.</p> <p>In these cases, Allianz Global Assistance will arrange, guarantee, and if necessary, advance the payment for your transportation.</p> <p>Sun Life or Allianz Global Assistance, based on available medical evidence, will make the final decision whether you should be moved, when, how and to where you should be moved and what medical equipment, supplies and personnel are needed.</p>
<p>Meals and accommodations expenses</p>	<p>If your return trip is delayed or interrupted due to a medical emergency or the death of a person you are travelling with who is also covered by this benefit, Allianz Global Assistance will arrange for your meals and accommodations at a commercial establishment. We will pay a maximum of \$150 a day for each person for up to 7 days.</p> <p>Allianz Global Assistance will arrange for meals and accommodations at a commercial establishment, if you have been hospitalized due to a medical emergency while away from the province where you live and have been released, but, in the opinion of Allianz Global Assistance, are not yet able to travel. We will pay a maximum of \$150 a day for up to 5 days.</p>
<p>Travel expenses home if stranded</p>	<p>Allianz Global Assistance will arrange and, if necessary, advance funds for transportation to the province where you live:</p> <ul style="list-style-type: none"> • for you if, due to a medical emergency, you have lost the use of a ticket home because you or a dependent had to be hospitalized as an in-patient, transported to a medical facility or repatriated (sent home); or • for a child if, due to a medical emergency, you need to be admitted to hospital and they are left unattended while travelling with you outside the province where you live. We provide this benefit for children who are under 16 or mentally or physically handicapped. <p>If necessary, in the case of such a child, Allianz Global Assistance will also make arrangements and advance funds for a qualified person to go home with the child as their attendant.</p> <p>We will pay a maximum of the cost of the transportation minus any redeemable portion of the original ticket.</p>
<p>Travel expenses of family members</p>	<p>Allianz Global Assistance will arrange and, if necessary, advance funds for one round-trip economy class ticket for a member of your immediate family to travel from their home to the hospital where you are:</p> <ul style="list-style-type: none"> • if you are there for more than 7 days in a row, and • if you are travelling alone or you are travelling only with a child who is under 16 or mentally or physically handicapped. <p>We will pay up to \$150 a day for the family member to eat and stay at a commercial establishment up to 7 days.</p>

Returning you home (repatriation)	<p>If you die while out of the province where you live, Allianz Global Assistance will pay up to \$5,000 to do the following:</p> <ul style="list-style-type: none"> • arrange for all necessary government authorizations. • arrange for the return of your remains in an approved container.
Returning your vehicle	<p>Allianz Global Assistance will arrange and, if necessary, advance funds up to \$500 to return a private vehicle to the province where you live or a rental vehicle to the nearest appropriate rental agency if death or a medical emergency prevents you from doing so.</p>
Lost luggage or documents	<p>If your luggage or travel documents become lost or stolen while you are travelling outside of the province where you live, Allianz Global Assistance will direct you in how to arrange for replacement of travel documents or who to contact about your lost or stolen luggage. This is a service only. There is no benefit amount payable in the event of lost or stolen luggage or documents.</p>
Limits on advances	<p>Advances will not be made for requests of less than \$200. Requests in excess of \$200 will be made in full up to a maximum of \$10,000.</p>
Reimbursement of expenses	<p>If you obtain confirmation from Allianz Global Assistance that you are covered and a medical emergency exists, Sun Life will reimburse you for services and supplies that you paid for and that are covered by this plan. In this situation, you should do the following:</p> <ul style="list-style-type: none"> • keep the receipts. • always obtain a fully itemized bill for any hospital treatment. • within 30 days of your return home, complete an Extended Health Care claim form, include original receipts and any itemized bills, and send directly to Allianz Global Assistance. Allianz Global Assistance's address can be obtained by visiting our Sun Life Financial Plan Member Services website at www.mysunlife.ca or by calling our Sun Life Financial Customer Care centre toll-free number 1-866-881-0583. <p>Allianz Global Assistance will ask you to sign a form authorizing them to act on your behalf with your provincial medicare plan. You must sign and return this form to Allianz Global Assistance before your claim can be processed.</p>
Coordination of coverage	<p>If you are covered under this group plan and certain other plans, we will coordinate payments with the other plans in accordance with guidelines adopted by the Canadian Life and Health Insurance Association.</p> <p>The plan from which you make the first claim will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share.</p>
Your responsibility for advances	<p>You will have to reimburse Sun Life for any of the following amounts advanced by Allianz Global Assistance:</p> <ul style="list-style-type: none"> • any amounts which are or will be reimbursed to you by your provincial medicare plan. • that portion of any amount which exceeds the maximum amount of your coverage under this plan. • amounts paid for services or supplies not covered by this plan. • amounts which are your responsibility, such as deductibles and the percentage of expenses payable by you. <p>Sun Life will bill you for any outstanding amounts. Payment will be due when the bill is received.</p>

<p>Limits on Emergency Travel Assistance coverage</p>	<p>There are countries where Allianz Global Assistance is not currently available for various reasons. For the latest information, please call Allianz Global Assistance before you leave on your trip.</p> <p>Allianz Global Assistance reserves the right to suspend, curtail or limit its services in any area, without prior notice, because of:</p> <ul style="list-style-type: none"> • a rebellion, riot, military up-rising, war, labour disturbance, strike, nuclear accident, terrorism or an act of God. • the refusal of authorities in the country to permit Allianz Global Assistance to fully provide service to the best of its ability during any such occurrence.
<p>Liability of Sun Life or Allianz Global Assistance</p>	<p>Neither Sun Life nor Allianz Global Assistance will be liable for the negligence or other wrongful acts or omissions of any physician or other health care professional providing direct services covered under this group plan.</p>

Dental Care



Plan administrator

This benefit is administered by Sun Life Assurance Company of Canada.

General description of the coverage

The contract holder is wholly responsible for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Dental Care benefits.

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.

For each dental procedure, we will only cover **reasonable expenses**. We will not cover more than the fee stated in the Dental Association Fee Guide specified in the Benefit Summary. When a fee guide is not published for a given year, the term *fee guide* may also mean an adjusted fee guide established by Sun Life.

To decide what part of a procedure we will pay for:

- we will first find out if you could have had alternate, or other, dental procedures.
- we confirm that these alternate procedures are part of usual and accepted dental work and produced a similar result to the procedure that the dentist performed.

We will only pay the reasonable cost of the least expensive alternate procedure.

For an implant related crown or prosthesis

We will pay the benefit that would have been payable under this plan for a tooth supported crown or a non-implant related prosthesis, respectively. We will take into account any limitations that would have applied if there had been no implant.

All other expenses related to implants, including surgery charges, are not covered.

If you receive any temporary dental service

It will be included as part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the reasonable and customary charge for the final dental service.

Claiming when the expense is incurred

You must claim an expense for the benefit year in which you incur the expense.

The benefit year is indicated in the Benefit Summary.

You incur an expense on the date your dentist performs a single appointment procedure.

For procedures which take more than one appointment, you incur an expense once the entire procedure is completed, except for orthodontic procedures where an expense is incurred for each appointment.

See the table **Instructions and Time Limits for Sending Us Your Claims** at the beginning of this booklet for information about when and how to make a claim.

Reimbursement level	<p>Claims will be paid up to the reimbursement level under this plan.</p> <p>For each type of service listed below, the reimbursement level is indicated in the Benefit Summary.</p>
Maximum benefit	<p>Maximums are indicated in the Benefit Summary.</p>
Getting an estimate before you have certain procedures	<p>For any major treatment or any procedure that will cost more than \$500, we suggest that you send us an estimate before the work is done. Here's what to expect:</p> <ul style="list-style-type: none"> • you will send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. • both you and the dentist will have to complete parts of the claim form. • we will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.

Your dental services at a glance

Covered expenses	Details / Payment limits
<p>Preventive dental procedures – Your dental benefits include the following procedures used to help prevent dental problems. They are procedures that a dentist performs routinely to help maintain good dental health.</p>	
Oral examinations	<ul style="list-style-type: none"> • 1 complete examination every 2 benefit years. • 1 recall examination every 6 months for a person under age 18 or every 9 months for any other person. • emergency or specific examinations.
X-rays	<ul style="list-style-type: none"> • 1 complete series of x-rays or 1 panorex every 2 benefit years. • 1 set of bitewing x-rays every 6 months for a person under age 18 or every 9 months for any other person. • x-rays to diagnose a symptom or examine progress of a certain course of treatment.
Other services	<ul style="list-style-type: none"> • required consultations between two dentists. • polishing (cleaning of teeth) and topical fluoride treatment once every 6 months for a person under age 18 or every 9 months for any other person. Including 1 unit of scaling of 15 minutes in addition to scaling under <i>Basic procedures</i>. • emergency or palliative services. • diagnostic tests and laboratory examinations. • removing impacted teeth and related anaesthesia. • providing space maintainers for missing primary teeth. • pit and fissure sealants, only for persons under age 18. • oral hygiene instruction twice per lifetime.
	<ul style="list-style-type: none"> • treatment planning.
<p>Basic dental procedures – Your dental benefits include the following procedures used to treat basic dental problems.</p>	
Fillings	<ul style="list-style-type: none"> • amalgam (silver) and composite or acrylic (white), or equivalent. Replacements are limited to teeth for which the initial placement are at least 12 months old.

Covered expenses	Details / Payment limits
Extraction of teeth	<ul style="list-style-type: none"> removing teeth, except impacted teeth (<i>Preventive dental procedures</i>).
Basic restorations	<ul style="list-style-type: none"> prefabricated metal or plastic restorations and repairs to prefabricated metal or plastic restorations, other than in conjunction with the placement of permanent crowns.
Endodontics	<ul style="list-style-type: none"> root canal therapy and root canal fillings, and treatment of disease of the pulp tissue.
Periodontics	<ul style="list-style-type: none"> treating disease of the gum and other supporting tissue, including management of oral manifestations of systemic disease or complications from medical therapy. scaling and root planing, up to a combined maximum of 8 units of 15 minutes per benefit year, excluding scaling covered under <i>Preventive procedures</i>.
Oral surgery	<ul style="list-style-type: none"> surgery, other than the removal of impacted teeth (<i>Preventive dental procedures</i>). Surgery includes, but is not limited to, movement of teeth (transplantation).
Anaesthesia	<ul style="list-style-type: none"> anaesthesia, sedation and conscious sedation in conjunction with a dental procedure covered under this plan.
Major dental procedures – Your dental benefits include the following procedures used to treat major dental problems.	
Major restorations	<ul style="list-style-type: none"> inlays and onlays. Crowns and repairs to crowns, other than prefabricated metal or plastic restorations (<i>Basic dental procedures</i>).
Repair of bridges	<ul style="list-style-type: none"> repair of bridges.
Repair of dentures	<ul style="list-style-type: none"> repair of dentures.
Rebase or reline	<ul style="list-style-type: none"> rebase or reline of an existing partial or complete denture.
Prosthodontics	<p>Construction and insertion of bridges or standard dentures, limited to teeth extracted while a person is covered under this provision.</p> <p>We do not consider charges for a replacement bridge or replacement standard denture an eligible expense during the 5 year period after a previous bridge or standard denture is constructed or inserted, unless either 1. or 2. below is true:</p> <ol style="list-style-type: none"> it is needed to replace a bridge or standard denture which has caused temporomandibular joint (TMJ) disturbances and which cannot be economically modified to correct the condition. it is needed to replace a transitional denture which was inserted shortly after teeth were extracted, where the dentist cannot economically get it to the final shape needed.
Orthodontic procedures – Your dental benefits include the following procedures used to treat misaligned or crooked teeth.	
Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces	<p>The following orthodontic procedures are covered:</p> <ul style="list-style-type: none"> interceptive, interventive or preventive orthodontic services, other than space maintainers (<i>Preventive dental procedures</i>). comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both. This includes diagnostic procedures, formal treatment and retention.

When coverage ends

See the Benefit Summary at the beginning of this booklet to see when your coverage ends.

What is not covered

We will not pay for services or supplies payable or available (regardless of any waiting list) under any government-sponsored plan or program unless explicitly listed as covered under this benefit.

We will not pay for services or supplies that are not usually provided to treat a dental problem.

We will not pay for:

- procedures performed primarily to improve appearance.
- the replacement of dental appliances that are lost, misplaced or stolen.
- charges for appointments that you do not keep.
- charges for completing claim forms.
- services or supplies for which no charge would have been made in the absence of this coverage.
- supplies usually intended for sport or home use, for example, mouthguards.
- procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth), vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).
- repositioning of the jaw.
- charges related to the temporomandibular joint (TMJ) treatment.
- experimental treatments.

We will also not pay for dental work resulting from:

- teeth malformed at birth or during development.
- participation in a criminal offence.

Life Coverage



Insurer

This benefit is insured by Sun Life Assurance Company of Canada.

General description of the coverage

Your Life coverage provides a benefit for your beneficiary if you die while covered. Your spouse's Life coverage provides a benefit if your spouse dies while covered.

See the Benefit Summary at the beginning of this booklet to see the amount of coverage and the date coverage ends.

See the table **Instructions and Time Limits for Sending Us Your Claims** at the beginning of this booklet for information about when and how to make a claim.

Who we will pay	<p>If you die while covered, we will pay the full amount of your benefit to your last named beneficiary on file with us.</p> <p>If you have not named a beneficiary, we will pay the benefit amount to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.</p> <p>For your spouse's optional coverage, we will pay the full amount of the benefit to the last named beneficiary on file with us. If you have not named a beneficiary, we will pay the benefit amount to you.</p>
Suicide	<p>If you or your spouse have any optional coverage that has been in effect for less than 1 year, we will not pay benefits if death is by suicide, regardless of whether you or your spouse have a mental illness or intend or understand the consequences of your actions.</p>
Coverage during total disability	<p>Life coverage may continue without the payment of premiums if you become totally disabled before you retire or reach age 60, whichever is earlier, as long as you are totally disabled. This continued coverage must follow the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.</p> <p>There are a number of rules and conditions in the group contract that apply to coverage during total disability. Please contact Sun Life for details.</p>

Converting Life coverage

If your Life coverage or your spouse's Life coverage ends or reduces for any reason other than your request, you or your spouse may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

The request must be made within 31 days that the Life coverage reduces or ends.

Important

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact Sun Life for details.

Employee and Family Assistance Program

Your Employee and Family Assistance Program (EFAP) is provided by Morneau Shepell. The CP Employee and Family Assistance Program (EFAP) provides you with immediate and confidential help for any work, health or life concern. We are available anytime and anywhere. Let us help.

Solutions for your work, health and life

Achieve well-being

- Stress • Mental health concerns • Grief and loss • Crisis situations

Manage relationships and family

- Communication • Separation/divorce • Parenting

Deal with workplace challenges

- Stress • Performance • Work-life balance

Tackle addictions

- Alcohol • Drugs • Tobacco • Gambling

Focus on your physical health

- Understand symptoms • Improve sleep

Find child and elder care resources

- Child care • Schooling • Nursing / Retirement homes

Get legal advice

- Family law • Separation/divorce • Custody

Receive financial guidance

- Debt management • Bankruptcy • Retirement

Improve nutrition

- Weight management • High cholesterol and blood pressure • Diabetes

Understanding your EFAP

Your EFAP is a confidential and voluntary support service that can help you take the first step toward change.

Let us help you find solutions to the challenges you face at any age and stage of life. You and your immediate family members (as defined in your employee benefit plan) can access immediate and confidential support in a way that is most suited to your preferences, comfort level and lifestyle.

No Cost

There is no cost to you or your family to use your EFAP. This benefit is provided to you by CP. Your EFAP can provide a series of sessions with a professional and if you need more specialized or longer-term support, our team of experts can suggest an appropriate specialist or service that is best suited to your needs. While fees for these additional services are your responsibility, they may be covered by your provincial or CP health plan.

**Access your EFAP
24/7 by phone, web or
mobile app**

**1.800.735.0286 TTY
1.877.338.0275**

workhealthlife.com

Weekly Indemnity Benefit

Canadian Pacific - IBEW

Billing Group 113: IBEW - International Brotherhood of Electrical Workers

Weekly Indemnity Benefit (WIB)

Your Weekly Indemnity Benefit is provided by Canadian Pacific. Morneau Shepell has been contracted to adjudicate and administer your non-occupational claims for this benefit following the Weekly Indemnity Disability Benefit Plan. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.

You are responsible for the completion of the claims forms and shall provide written Proof of Disability to Morneau Shepell as shall be deemed necessary and appropriate by Morneau Shepell.

If you become Totally Disabled while covered and meet the Entitlement Criteria for this benefit, Canadian Pacific will pay a disability benefit.

Note: Employees with work-related (occupational) injuries, must apply for Workers' Compensation Benefits (WCB).

This program is governed by the official documents, such as the Collective Bargaining Agreement, as well as by applicable legislation. In the event of any inconsistency between this document and the official documents, the latter will prevail. CP reserves the right to suspend, amend or terminate any or all benefits.

Words implying the masculine gender shall include the feminine, unless the context otherwise requires.

Definitions

Appropriate Treatment - means treatment which meets all the following conditions:

- it is performed and prescribed by a Doctor, or when deemed necessary by the Morneau Shepell, by a medical specialist and
- it is of a reasonable and customary nature and treatment is provided with a frequency usually required for the condition
- the care provided to you is of demonstrable medical value for the disability, and
- it is not solely limited to examinations and/or testing

Assigned Rest Day - means a rest day to which an Employee is entitled as defined by the terms of the Master Agreement.

Base Pay - Unless otherwise provided herein, any change in the Amount of disability Benefit will take effect on the date of change in the Eligible Employee's earnings subject to the following:

- For hourly rated Employees, Base Pay is the product of the Employee hourly rate multiplied by the number of regularly scheduled hours per week.
- For daily rated Employees, Base Pay is the product of the Employee daily rate multiplied by the number of regularly scheduled days per week.
- For monthly rated Employees, Base Pay is the quotient of the Employee monthly rate divided by 4 1/3.
- For mileage basis Employees, Base Pay is the weekly average of the Employee miles paid for within the six Pay Periods immediately preceding the date of commencement of disability.
- For spare board, relief, casual or similar type of Employees, Base Pay is the weekly average of the Employee's earnings during the six consecutive complete Pay Periods in which the Employee received earnings immediately preceding the date of commencement of disability.

If an Eligible Employee is not actively at work full time on the date an increase would otherwise take effect, it will take effect only when he is again actively at work.

Canadian Pacific Railway Company (Canadian Pacific) - includes those subsidiary and jointly owned companies for which and on whose behalf Canadian Pacific Railway Company executed the Master Agreement.

Disability or Disabled - that an Eligible Employee has become wholly and continuously disabled from bodily injury or from sickness or disease so as to be prevented from performing the essential duties of his regular occupation or regular employment.

Disability Benefit Plan - On receipt by Morneau Shepell of proof as herein required that an Eligible Employee has become wholly and continuously disabled from bodily injury or from sickness or disease so as to be prevented from performing the essential duties of his occupation or employment, a benefit will be paid to such Eligible Employee equal to one-seventh of the weekly Amount of Disability Benefits to which the Eligible Employee was entitled on the date he became so disabled for each day that he continues to be so disabled and does not engage in any occupation or employment for wage or profit, subject to the limitations set out in hereof. To which the Eligible Employee was entitled on the date he became so disabled.

The availability of work will not be considered by Morneau Shepell or Canadian Pacific in assessing your disability.

Benefits are payable from the end of the elimination period. Benefits are not payable for or during the elimination period. The Employee must be receiving regular, ongoing care and treatment from a Physician during the elimination period in order for benefits to be payable at the end of the elimination period. Otherwise, benefits will not be payable until the date the Employee is first treated by his physician.

Such benefit will commence with:

- if the Eligible Employee is confined to a Hospital at any time during one period of disability - the 1st such day.
- if the disability is due to sickness or disease - the 4th such day.
- if disability is due to bodily injury effected directly and independently of all other causes through accidental means the 1st such day.
- If the Eligible Employee has day surgery performed – the 1st such day.
- if the Eligible Employee is undergoing a colonoscopy - the day proceeding the day of the colonoscopy.

Benefits will continue for not more than the Maximum Indemnity Period set out hereof during any one period of disability whether disability is due to one or more causes. Benefit payments will be made bi-weekly.

Disability Benefit and Group Insurance Plan Agreement - means the agreement entered into between Canadian Pacific Railway Company and the unions.

Doctor - means a qualified physician or surgeon duly licensed to practice medicine and a fully qualified physician who meets all the following conditions:

- is duly authorized and licensed to practice medicine in the province in which treatment is being rendered to you and who is registered in good standing with the College of Physicians and Surgeons in such province
- is neither you nor a member of your immediate family
- is qualified to treat your disabling condition
- provides treatment within the scope of his or her license

Effective Date of the Benefit Plan - means January 1, 2020.

Eligible Employee - An Employee shall become an Eligible Employee on the first day of the calendar month next following the date on which he completes 60 days of service.

If an Employee is not actively at work on the date he would have become an Eligible Employee, such Employee shall become an Eligible Employee:

- on such day if the sole reason for his absence from work on such day is a General Holiday or an Assigned Rest Day, or
- on the date on which he returns to full-time active work if his absence from work is for some reason other than that it is a General Holiday or an Assigned Rest Day.

An Employee who has ceased to be an Eligible Employee by reason of temporary lay-off or leave of absence, shall become an Eligible Employee on the date of his return to active work.

Elimination Period - means those days subsequent to the disability of an Eligible Employee for which such Eligible Employee is not entitled to Disability Benefits.

The Elimination Period for a disability due to accident is nil. The Elimination Period for a disability due to sickness is three days, or if the Eligible Employee is hospitalized during the period of disability for which claim is being made, nil.

Employee -

- an employee in the service of a Railway who qualifies as an Eligible Employee in accordance with the provisions hereof, or
- an employee in the service of a Railway who is a member of a group admitted pursuant to the Life Insurance Policy.

For the purpose of this Disability Benefit Plan, any reference to a participating employee will be deemed to include an admitted employee.

General Holiday - means any of the days defined in the applicable Collective Agreement as a General Holiday.

Hospital - means a legally operated institution which

- is primarily engaged in providing, for compensation from its patients, medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis, and
- provides such facilities under the supervision of a staff of Doctors with a 24 hour a day nursing service by registered nurses, and
- is not principally a home for the aged, rest home, nursing home or a place for the care and treatment of drug addiction or alcohol.

Master Agreement - means the Master Agreement signed between the Company and the International Brotherhood of Electrical Workers System Council No. 11 (IBEW) Union.

Maximum Indemnity Period –

- in respect of an Eligible Employee who is covered through a Railway under a supplemental payment procedure approved by Human Resources and Skills Development Canada, is 26 weeks plus the number of weeks the Employee is entitled to Employment Insurance Sickness Benefits, but not to exceed 41 weeks for any one period of disability.
- in respect of an Eligible Employee who is not covered through a Railway under a supplemental payment procedure approved by Human Resources and Skills Development Canada, is 26 weeks for any one period of disability.
- for Maternity Leave, in respect of an Eligible Employee who is covered and in receipt of payments through a railway under a supplemental payment procedure approved by Human Resources and Skills Development Canada, is 15 weeks.

Pay Period - means two weeks.

Pregnancy - means pregnancy, childbirth, miscarriage, abortion and conditions which result directly or indirectly from any of these.

Proof of Disability – any written statement made on forms approved for making a claim under this Plan approved for such purpose by and received by the office designated by Morneau Shepell, along with such additional documentation as may be deemed necessary and appropriate by Morneau Shepell for making such claim.

Railway - means Canadian Pacific Railway Company and its subsidiaries and joint properties listed in the Master Agreement, and also includes an employer associated with one of the Railways a group of whose Employees has been admitted as provided in the Disability Benefit and Group Insurance Plan Agreement.

Service - means compensated employment with a Railway.

Waiting Period – the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

The Benefit

Benefit Amount:

Amount of Disability Benefit to which an Eligible Employee is entitled.

Benefit:

\$120.01 and over: 70% of weekly base pay to a maximum benefit equal to the current Employment Insurance maximum benefit amount or the Maximum Benefit, whichever is greater.

Less than \$120.01: \$80 or 75% of the Employee's weekly base pay whichever is less

Maximum Weekly Benefit - \$755 (for claims which originate on or after January 1, 2020)

Claims which originate on or after January 1, 2021, Maximum Benefit: \$825

Claims which originate on or after January 1, 2022, Maximum Benefit: \$825

Claims which originate on or after January 1, 2023, Maximum Benefit: \$835

Claims which originate on or after January 1, 2024, Maximum Benefit: \$845

Claims which originate on or after January 1, 2025, Maximum Benefit: \$855

Employees who are eligible for Employment Insurance:

- for the first 15 weeks of benefit payment, 70% of weekly earnings, to a maximum benefit equal to the current Employment Insurance Maximum benefit amount or the Maximum Benefit, whichever is greater
- for the 16th to 30th weeks of benefit payment, 70% of weekly earnings, to a maximum benefit equal to the current Employment Insurance Maximum benefit amount or the Maximum Benefit, whichever is greater, less any amount payable by Employment Insurance
- for the 31st and subsequent weeks of benefit payment, 70% of weekly earnings, to a maximum benefit equal to the current Employment Insurance Maximum benefit amount or the Maximum Benefit, whichever is greater

Maximum Benefit Period:

Employees who are not eligible for Employment Insurance: 26 weeks

Employees who are eligible for Employment Insurance: 41 weeks

Elimination Period - none, if the disability is due to an accident; 3 calendar days, if the disability is due to a sickness
·If hospitalized due to sickness prior to the end of the Elimination Period, benefits are payable from the first day of hospitalization.

- If you are undergoing a colonoscopy, benefits will be payable from the day preceding the day of the colonoscopy.
- Benefits are payable from the end of the Elimination Period. Benefits are not payable for or during the Elimination Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Elimination Period in order for benefits to be payable at the end of the Elimination Period. Otherwise, benefits are not payable until the date you are first treated by your physician.

Termination Age - your benefit amount terminates at age 65 or retirement, whichever is earlier

Waiting Period - 1st of the month following 60 days of service

Employee Responsibilities

An Eligible Employee shall be responsible for the completion of the claim forms and shall provide proof of disability as shall be deemed necessary and appropriate by Morneau Shepell.

Comply with the application process and notice. Written proof of claim must be provided to Morneau Shepell within **30 days** after the date of the accident causing the injury or the date of commencement of the disability from sickness or disease and subsequent proofs of claim as Morneau Shepell may require at intervals not more often than weekly. Failure to provide proof within the time specified will not invalidate the claim if it is shown that it was not reasonably

possible to provide proof within such time and that proof was provided as soon as reasonably possible.

Any proof of claim involving medical evidence in respect of an Eligible Employee shall be provided without expense to Morneau Shepell and shall be signed by the Doctor personally attending the Eligible Employee. Morneau Shepell will have the right, at its own expense, to have Doctors designated by it examine any person in respect of whom a claim is being made when and as often as it may reasonably require.

Medical evidence received from nurse practitioners will be considered. Morneau Shepell will allow for up to four (4) weeks of initial treatment by a nurse practitioner if deemed appropriate. Should the period of disability be extended beyond four weeks the expectation is that a Doctor should be consulted.

Any Employee who is denied all or any part of a claim for reimbursement by Morneau Shepell shall receive, from Morneau Shepell, a notice in writing setting forth the specific reasons for such denial, specific reference to the Disability Benefit Plan's provisions on which the denial is based, a description of any additional material necessary for such Employee to support the claim, and explanations both as to why such material is necessary and as to the terms of the Disability Benefit Plan's claims review procedure, all written in a manner calculated to be understood by such Employee whose claim has been denied.

Recover from the disability, including securing Appropriate Treatment and participating in any reasonable treatment or Rehabilitation Program and accepting any reasonable offer of Modified Work from the Employer.

Submit to additional examinations including but not limited to a Functional Abilities Evaluation or Independent Medical Evaluation as requested by the Employer (Occupational Health Services), Doctor or Morneau Shepell.

Obtain benefits that may be available from other sources

Apply for government-sponsored benefits

Assist in recovering damages from a third party responsible for your illness or injury

Submitting a Claim

To submit a claim, you must report a medical absence from work by notifying your Manager/Supervisor or their designate, prior to start of your shift or at the earliest opportunity.

You must notify your Manager for each day of absence until either you have returned to work or missed three (3) consecutive days (unless disability is due to accident, day surgery or hospitalization), following which the Weekly Indemnity process will be initiated by your Manager through Canadian Pacific's Status Change Form.

If your absence exceeds three (3) consecutive days (unless disability is due to accident, day surgery or hospitalization), your Manager/Supervisor or their designate will submit a Status Change Form to Canadian Pacific Employee Services who will submit your WIB referral. Within one (1) business day of submitting your referral, you will receive an outreach call from your Morneau Shepell Case Manager who will provide you with more details regarding next steps, the required consent form and any physician forms that may be required.

For any planned surgery or hospitalization, you may report your medical absences up to two (2) weeks in advance.

A completed claim must be provided to Morneau Shepell within **30 days** after the date of the accident causing the injury or the date of commencement of the disability from sickness or disease.

Your attending physician may be required to complete an Attending Physician's Form; your Morneau Shepell Case Manager will provide this instruction as well as a copy of the form to you. Please note the Functional Ability Form (FAF) and Attending Physician Form have now been combined and should be returned to Morneau Shepell as directed on the form. You may also access this form on **CP Station > Employees > Disability Management**

Should you have additional questions, please consult the Frequently Asked Questions (FAQ) on **CP Station > Employees > Disability Management** and/or contact the CP Rail Disability Management Team by email at:

- [RTW -East@cpr.ca](mailto:RTW-East@cpr.ca) for Employees located in ON and QC or
- [RTW -West@cpr.ca](mailto:RTW-West@cpr.ca) for Employees located in MB, SK, AB, BC

Entitlement Criteria

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Elimination Period
- your employer or Morneau Shepell must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation
- you must be receiving from a physician, regular, ongoing care and treatment for your disabling condition, as determined by your employer or Morneau Shepell.
- At any time, your employer or Morneau Shepell may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by your employer or Morneau Shepell
- if an Eligible Employee becomes so disabled and while so disabled there is a General Holiday, he will be entitled to benefit payments for such General Holiday only if the Eligible Employee receives no pay for the General Holiday.
- if an Eligible Employee becomes so disabled and while so disabled there is an Assigned Rest Day, he will be entitled to benefit payments for the Assigned Rest Day.
- if an Eligible Employee becomes so disabled and while so disabled is subsequently laid-off, he will be entitled, while laid-off and still disabled, to benefit payments as they fall due as if he had not been laid-off.
- if an Eligible Employee becomes so disabled and while so disabled his union subsequently participates in a strike against a Railway, he will be entitled, while the strike continues and still disabled, to benefit payments as they fall due for up to 15 weeks from the date of disability.
- if an Eligible Employee is laid-off or is granted leave of absence and subsequently, while still laid-off or on leave of absence, in accordance with Union Expiry Rules, becomes disabled and if while so disabled and during the month in which he is laid-off or is granted leave of absence and for which he has rendered Service, such Eligible Employee is recalled to work by a Railway or in accordance with seniority rules bids to replace an Employee or to fill a vacancy or his leave of absence has terminated but because of his disability he cannot perform such work, he will be entitled to benefit payments as they fall due of the full amount which would have been payable if he had not-been laid-off or been granted leave of absence, as if the date of onset of disability was the date on which he would have returned to work if he had not been laid-off or been on leave of absence, provided the Employee was not notified of the lay-off prior to commencement of disability.
- if an Eligible Employee entitled to benefits hereunder in respect of a period of disability qualifies, by virtue of being insured under any other scheme whether arranged with an insurer or provided by any association, for daily, weekly or monthly indemnity benefits, excluding any private insurance plan the claimant may have for all or any portion of such period of disability, benefits payable to such Eligible Employee will be reduced by such part of the amount of benefits payable under such other scheme for such period or portion of such period of disability as may be deemed by Morneau Shepell to constitute overinsurance in respect of such eligible Employee.
- if an Eligible Employee entitled to benefits hereunder is covered through a Railway under a supplemental payment procedure approved by Human Resources and Skills Development Canada, such a disabled employee is entitled to the difference, if any, between the sickness benefit payable under the Employment Insurance Act and the amount otherwise payable under this plan, for any period after 15 weeks of disability, up to and including 30 weeks of disability, during which the employee is entitled to receive Employment Insurance Sickness Benefits.
- if an Eligible Employee, while on maternity leave, is eligible for Employment Insurance Maternity Benefits, that Employee will have such Benefits supplemented (topped-off) by this Plan so as to equal the amount of Weekly Indemnity Benefits under this Plan for a maximum period of 15 weeks.
- if a Doctor certifies in writing that an Eligible Employee who is pregnant or nursing cannot continue in her own job because of the risk it might pose to the Eligible Employee, the unborn child or the child, and the Railway decides that it is not practical to reassign the Eligible Employee or modify her job functions, the

Eligible Employee will be granted a leave of absence starting on the date the Railway advises the Eligible Employee of its decision. The Eligible Employee will be considered disabled and will fall under the provisions of the Disability Plan. The maximum duration of the leave of absence is from the beginning of the pregnancy until the last day of the 35th week following the end of the pregnancy.

- if a Doctor certifies in writing that an Eligible Employee who is pregnant or nursing cannot continue to work because of the risk it might pose to the Eligible Employee, the unborn child or the child, the Eligible Employee will be granted a leave of absence starting on the date the Doctor certifies that such condition exists. The Eligible Employee will be considered disabled and will fall under the provisions of the Disability Plan. The maximum duration of the leave of absence is from the beginning of the pregnancy until the last day of the 35th week following the end of the pregnancy.

Periods for Which You are Not Entitled to Benefits

You are not entitled to benefit payments for any period that:

- you are not receiving from a physician, regular, ongoing care and Appropriate Treatment for your disabling condition, as determined by your employer or Morneau Shepell
- during which you are not following the Appropriate Treatment
- that you are receiving Employment Insurance, maternity or parental benefits
- that you are on lay-off during which you became Totally Disabled
- you do not supply your employer or Morneau Shepell with medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties your own occupation
- after you fail to participate and cooperate in a medical, psychiatric, psychological and/or functional examination or evaluation by a medical examiner selected by Morneau Shepell
- you are on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- that you are receiving benefits under any other employer-sponsored salary continuance or wage loss replacement plan, or receiving temporary disability benefits from Workers' Compensation
- you are receiving earnings or payments from any employer, including severance payments and vacation pay
- you are incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

Reduction to Amount of Disability Benefit Payable

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following source(s) for the same or related disability:

- disability or retirement benefits payable to the Employee under the Canada Pension Plan or Quebec Pension Plan, excluding any cost of living increases that occur after benefits begin;
- a judgment or settlement that the Employee receives from a third party (subrogation) in connection with or resulting from the Employee's disability;
- any amount of income or benefit payable to the Employee under a motor vehicle insurance plan, where legally permitted and received in connection with or resulting from the Employee's disability;
- any daily, weekly or monthly indemnity benefits received from any other private or public insurance plan or policy
- any other government sponsored benefit received in connection with or resulting from the Employee's disability.
- from Workers' Compensation or similar coverage
- from your employer-sponsored salary continuance or wage loss replacement Plan
- as earnings from your employer, including severance and vacation pay as set out in the Employment Insurance Program

Benefit Calculation Rules

Your employer or Morneau Shepell will apply the following rules in determining your disability benefit:

- benefits payable from other sources which began before the commencement of your current disability will not be taken into account
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by Morneau Shepell
- for benefits payable other than on a weekly basis, a weekly equivalent of such benefit will be estimated by your employer or Morneau Shepell

Payment of Disability Benefits

Disability benefit payments will be made bi-weekly in arrears. Any payment for a period of less than one week will be made at a daily rate of one-seventh of your weekly benefit amount.

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

Rehabilitation Assistance

Once your employer or Morneau Shepell determines that you are Totally Disabled, if appropriate, and at your employer or Morneau Shepell's discretion, you may be offered rehabilitation to assist you in returning to work.

In considering whether Rehabilitation Assistance is appropriate for you, your employer or Morneau Shepell will take into account:

- the nature, extent and expected duration of your disability
- your level of education, training or experience
- the nature, scope, objectives and cost of a Vocational Plan

Vocational Plan

A Vocational Plan is a training or job placement program that is expected to facilitate your return to work.

If it is determined that Rehabilitation Assistance is appropriate for you, in partnership with you, your employer or Morneau Shepell will provide a structured Vocational Plan that will prepare you for a return to work with your employer.

Disability Benefits During Rehabilitation

You will continue to be entitled to disability benefits while participating in the Vocational Plan. If you receive any earnings as part of the plan, your disability benefit will be reduced once your total income (your disability benefit plus your earnings) exceeds 100% of your pre-disability gross earnings; net earnings if your benefit is not taxable.

If you cease to participate in the Vocational Plan because of a change in your medical status, your employer or Morneau Shepell will require medical evidence documenting how your current medical status prevents you from continuing with the Vocational Plan.

If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits.

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

- the date the Eligible Employee's Service with a Railway terminates,
- the last day worked prior to a strike in which the Eligible Employee ceases to work,

- in the event of an Eligible Employee ceasing to be eligible for coverage hereunder for any reason other than termination of Service with a Railway, the date on which he ceases to be eligible,
- the date of termination of this Disability Benefit Plan,
- The date the Eligible Employee is laid-off, for an Employee who is advised of a lay-off prior to commencement of disability,
- the date you work in any occupation for wage or profit
- the date you do not supply your employer or Morneau Shepell with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation
- the date you do not attend an examination by an examiner selected by your employer or Morneau Shepell
- the date the eligible employee attains age 65, retires or date of death, whichever is earlier
- the date you cease to be Totally Disabled, as defined under this benefit
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit

Termination of an Eligible Employee's Service shall, for the purposes of this Disability Benefit Plan, be deemed to occur on the date on which such Eligible Employee discontinues active work (including retirement) with a Railway, except that Service will be deemed to continue:

- during any period the Eligible Employee is on paid vacation,
- during any period the Eligible Employee is entitled to Disability Benefits or Employment Insurance Sickness Benefits,
- during any period in accordance with the Union Expiry Rules during which the Eligible Employee is entitled to benefits under Workers' Compensation legislation,
- during any period the Eligible Employee is on bereavement leave or Railway compensated jury duty, or for union officers on temporary leave of absence to perform union duties and who have Service in the current or previous month, or in accordance with the Union Expiry Rules, or
- during any period the Eligible Employee is laid-off or is granted leave of absence if such Employee is recalled to work from lay-off by a Railway, or is entitled to and bids to replace another Employee or fill a vacancy, or is due to return to work from leave of absence on the date agreed to in advance with a Railway in accordance with the Union Expiry Rules.

Recurrent Disability

If you become Totally Disabled again from the same or related causes:

If after the termination of a disability, other than related to a program of rehabilitation for abuse of alcohol and/or drugs, for which an Eligible Employee was entitled to a benefit, such Eligible Employee again becomes disabled due to the same or related cause or causes, such later disability will be considered as a continuation of the previous disability for the same amount of Disability Benefit and subject to the same Maximum Indemnity Period but without the application of another Elimination Period unless:

- such Eligible Employee had completely recovered from the previous disability and had been at work with a Railway on full time as required by such Railway for a period of at least two (2) consecutive weeks after termination of the previous disability, or
- such Eligible Employee, though not completely recovered from the previous disability, had been at work with a Railway on full time as required by such Railway for a period of at least four (4) consecutive weeks after termination of the previous disability.

If after the termination of a disability, for which an Eligible Employee was entitled to a benefit, such Eligible Employee again becomes disabled due to an unrelated cause or causes, such later disability will not be considered as a continuation of the previous disability if it is separated from the previous disability by a period during which the Eligible Employee was actively at work.

You will not be required to satisfy any applicable Elimination Period again. The benefit payable to you will be based

on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than two (2) weeks after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two (2) disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

Appeals

If your claim has been denied in whole or part by Morneau Shepell, you may submit within **30 days** after such denial information and materials in support of the claim to Morneau Shepell.

Within **20 business days** of receiving your submission, and any additional medical or other information that may be required to process the appeal, Morneau Shepell shall review the claim and make a determination and such determination shall be final, in writing, including specific reasons for the decision and specific reference to the Disability Benefit Plan provisions on which it is based, written in a manner calculated to be understood by you. In connection with any such review, you will be permitted to examine documents relating to the issues on appeal, and to submit issues and comments in writing.

Subrogation

If your disability is caused by another person and you have a legal right to recover damages, your employer will request that you complete a subrogation reimbursement agreement when you submit your Weekly Indemnity claim.

On settlement or judgement of your legal action, you will be required to reimburse your employer those amounts you recover which, when added to the disability benefits that your employer paid to you, exceed 100% of your lost income.

Third Party Liability

If you have a cause of action against a third party for loss of income which could have been earned while disability benefits are paid or payable under this Plan resulting from your disability, you shall assist your employer or Morneau Shepell in the recovery of damages from a third party. Morneau Shepell has the right to withhold or discontinue disability benefits if you refuse or fail to comply with any of the terms of this provision. You shall provide free of charge:

- a written statement of the circumstances that caused your disability, including any facts that may give you a legal claim against another person, organization or company that caused the disability (a "third party")
- prompt notice of the commencement of any legal proceedings against a third party
- a signed reimbursement and direction form acknowledging that you are bound by this provision

- reports on the status of the legal proceedings or settlement negotiations as reasonably requested by Morneau Shepell
- copies of any documents in your possession or control relating to your claim against the third party
- prompt notice of any settlement or judicial disposition of the legal proceedings.

The amount that you shall reimburse your employer or Morneau Shepell shall be determined by the amount recovered by you for loss of income through settlement with or judgment against a third party, including interest thereon.

Exclusions

Payment will not be made under the Disability Benefit Plan:

- for any period of disability during which the Eligible Employee is not following the Appropriate Treatment for the disabling condition.
- for any period for which indemnity or compensation is payable under Workers' Compensation legislation, unless such indemnity or compensation is payable in respect of a previously incurred partial disability which

permits continuation of employment by the Eligible Employee.

- for any period after 15 weeks of disability during which the Eligible Employee is entitled to receive Employment Insurance Sickness or Maternity Benefits except where the disabled Employee, through a Railway, is covered under a supplemental payment procedure approved by Human Resources and Skills Development Canada and such disabled Employee is entitled to the difference, if any, between the sickness or maternity benefits payable under the Employment Insurance Act and the amount otherwise payable under this Disability Benefit Plan.
- for that portion of any period of disability during which the Eligible Employee is in receipt of retirement pension from a Railway, or General Holiday or vacation pay is payable. However, an Eligible Employee who becomes disabled during his annual vacation may temporarily terminate the vacation to qualify for Disability Benefits.
- for any period of disability commencing after the time the Eligible Employee goes on strike.
- for any period more than 15 weeks from the date of disability, if subsequent to disability the Eligible Employee's union goes on strike.
- for any period during which the Eligible Employee is engaged in any occupation for wage or profit.
- in respect of total disability as a result of Pregnancy:
 - for any period commencing with the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement, or
 - during any period of formal maternity leave taken by the Eligible Employee pursuant to provincial or federal law or pursuant to mutual agreement between the Eligible Employee and her Railway except that during any period for which the Eligible Employee is paid maternity benefits under the Employment Insurance Act
- in respect of disability directly or indirectly due to or resulting from any of the following:
 - bodily injury sustained while doing any act or thing for wage or profit other than on behalf of a Railway,
 - intentionally self-inflicted injuries, unless medical evidence establishes that the injuries are related to mental illness,
 - war, insurrection or the hostile action of the armed forces of any country, or
 - participation in any riot or civil commotion,
 - any cause for which indemnity or compensation is payable under Workers' Compensation legislation.
- medical or surgical care which is not medically necessary
- the committing of or the attempt to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle under the influence of any intoxicant, including alcohol
- for any period of disability during which the Eligible Employee is an inmate of a prison or similar institution.
- for an illness or injury resulting from a motor vehicle accident (MVA) that is covered by a provincial MVA insurance plan which provides benefits in respect of the actual or presumed loss of income from employment due to injury
- elective surgery, including corrective eye surgery and hair transplant. However, disabilities related to elective surgery for live organ donation, vasectomies, tubal ligations and gender dysphoria may be considered covered, upon pre-approval by your employer or Morneau Shepell to determine eligibility.

General Provisions

Disability Benefits are payable directly to the Eligible Employee unless he otherwise directs by written notice filed with Morneau Shepell. Any such notice shall be effective as of the date it was signed and shall not prejudice Morneau Shepell on account of any payment made or any action taken by Morneau Shepell before it was filed.

If the Eligible Employee is physically or mentally incapable of giving a valid discharge for Disability Benefits due to him or if any Eligible Employee dies while any such Disability Benefits due to him remain unpaid, Canadian Pacific may, at its option, make payment up to an amount not exceeding \$5,000 to any person entitled to give a valid discharge of such payment on behalf of the Eligible Employee or his estate. Morneau Shepell is under no obligation to see to the application of any monies so paid and payment to any such person or institution will constitute a

complete discharge to Morneau Shepell and Canadian Pacific to the extent of the amount of such payment.

Disability Benefits shall be paid in lawful Canadian currency, subject to receipt of the proof of claim required by Morneau Shepell, each week. Any balance remaining unpaid at the termination of disability will be paid immediately upon receipt or proof of claim.

Basic Accidental Death and Dismemberment

Insurer

This benefit is insured by AIG Insurance Company of Canada.

POLICY No : BSC 9142124

For : Canadian Pacific Railway Company

Divisions: USW, Unifor, IBEW, CPPA, RCTC, TCRC

Why You Need Accident Insurance

A serious accidental injury or death can have tremendous consequences. A serious injury may prevent you from meeting your financial obligations and your loss of life may leave your spouse with insufficient financial resources to pay for the care that your loved ones may require.

Your employer has provided for you with Accident Insurance coverage underwritten by AIG Insurance Company of Canada. The policy provides a lump sum benefit to help ease the financial impact and assure your family's needs are met if you should suffer loss of life as a result of an accident. Your accident coverage also provides you with 'living benefits' should an accident leave you paralyzed or should you lose through severance or use of a limb, sight, speech or hearing.

How It Works

You are automatically covered for a Principal Sum amount matching your basic life benefit

If loss of life is due to a work related accident or while in the course of performing Union related work, a benefit amount of \$150,000 will be payable to the beneficiary stated in your Basic Group Life coverage in lieu of the Accidental Loss of Life benefit.

Here's What You Get

Broad Accident Insurance Coverage—Your plan provides generous Accidental Death & Dismemberment benefits for injuries as a result of covered accidents.

Guaranteed Acceptance—Coverage is provided regardless of your health history.

24/7 Worldwide Coverage—Your coverage is in force around-the-clock—at work, at home or at play, anywhere in the world.

Definitions

"Insured Employee" means you, if you are a permanent, full-time unionized employee of the Policyholder who is under the age of 70.

Eligible Dependents:

"Spouse" means a person who is under the age of 70 and who is either legally married to you, or if there is no such person, is a person who, although not legally married to you, is cohabitating with you for a period of at least one year and is publicly represented as your domestic partner in the community in which you reside.

"Dependent Child" means a person who is either your natural child, adopted child or step-child or a child to whom you are *in loco parentis* and who is (i) under 23 years of age, unmarried and dependent upon you for maintenance and support and not employed for more than 25 hours per week; or (ii) under 26 years of age, unmarried and enrolled in post-secondary education and dependent upon you for maintenance and support and not employed for more than 25 hours per week; or (iii) by reason of mental or physical infirmity is incapable of self-sustaining employment and who is considered your Dependent Child within the terms of the Income Tax Act (Canada).

Beneficiary Designation

You have the option to designate a beneficiary, should you choose not to, in the event of accidental loss of life, the

benefit will be paid to the beneficiary you have designated in writing under your employer's current group life policy. If there is no written designation then the benefit will be paid to your estate.

All other benefits will be payable to you.

Benefits and Coverages

Accidental Death, Dismemberment, Paralysis and Loss of Use

If a covered loss occurs within 365 days after the date of the covered accident causing the loss, the Plan will pay in one sum the indicated percentage of the Principal Sum as set out in the following Table of Losses:

Table of Losses

Loss of life	The Principal Sum
Loss of both hands or both feet	The Principal Sum
Loss of entire sight of both eyes	The Principal Sum
Loss of one hand and one foot	The Principal Sum
Loss of one hand and the entire sight of one eye.....	The Principal Sum
Loss of one foot and the entire sight of one eye.....	The Principal Sum
Loss of one arm or one leg	Four-fifths of the Principal Sum
Loss of one hand or one foot	Three-quarters of the Principal Sum
Loss of the entire sight of one eye	Three-quarters of the Principal Sum
Loss of thumb and index finger of the same hand.....	One-third of the Principal Sum
Loss of speech and hearing.....	The Principal Sum
Loss of speech or hearing	Three-quarters of the Principal Sum
Loss of hearing in one ear	Two-thirds of the Principal Sum
Loss of four fingers of one hand	One-third of the Principal Sum
Loss of all toes of one foot.....	One-quarter of the Principal Sum

Loss of Use

Loss of use of both arms or both hands	The Principal Sum
Loss of use of one hand or one foot	Three-quarters of the Principal Sum
Loss of use of one arm or one leg	Four-fifths of the Principal Sum

Paralysis

Quadriplegia (total paralysis of both upper and lower limbs).....	Two times The Principal Sum up to a maximum of one million dollars
Paraplegia (total paralysis of both lower limbs).....	Two times The Principal Sum up to a maximum of one million dollars
Hemiplegia (total paralysis of upper and lower limbs of one side of the body).....	Two times The Principal Sum up to a maximum of one million dollars

If you sustain more than one loss as a result of the same accident, only one amount, the largest, will be paid.

"Loss" when used with reference to "Quadriplegia", "Paraplegia", and "Hemiplegia" means the complete and irreversible paralysis of such limbs; "Hand" or "Foot" means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; "Arm" or "Leg" means the complete severance through or above the elbow or knee joint; "Thumb and Index Finger" means the complete severance through or above the 1st phalange; "Fingers" means the complete severance through or above the 1st phalange of all Four Fingers of One Hand; "Toes" means the complete severance of both phalanges of all the Toes of One Foot; "The Entire Sight of One Eye" means the total and irrecoverable Loss of Sight such that corrected visual acuity must be 20/200 or less in such eye; "The Entire Sight of Both Eyes" means the total and irrecoverable Loss of Sight in Both Eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than twenty degrees in both eyes. A Physician certified in Ophthalmology must clinically confirm the diagnosis in writing; "Hearing in One Ear" means the diagnosis of permanent Loss of Hearing in One Ear, with an auditory threshold of more than 90 decibels. A Physician certified in Otolaryngology must confirm the diagnosis in writing; "Hearing" means the diagnosis of permanent Loss of Hearing in Both Ears, with an auditory threshold of more than 90 decibels in each ear. A Physician certified in Otolaryngology must confirm the diagnosis in writing; "Speech" means complete and irrecoverable Loss of the ability to utter intelligible sounds; and "Loss of Use" means the total and irrecoverable Loss of use provided the Loss is continuous for twelve consecutive months and such Loss of use is determined to be permanent. "Loss" when used herein may also include "Loss of Life".

Rehabilitation Benefit

Reimburses your expenses for occupational training to a maximum of \$15,000 if such expenses are incurred within two years of and as a result of an injury for which you receive a benefit under the Plan.

Home Alteration and Vehicle Modification Benefit

Pays a benefit of up to \$15,000 for modification to your home or vehicle if you suffer an injury for which you receive a benefit under the Plan and require a wheelchair to be ambulatory

Workplace Modification and Accommodation Benefit

Pays a benefit of up to \$5,000 if you suffer an injury for which you receive a benefit under the Plan and require special adaptive equipment or workplace modification in order to return to full-time work with the Policyholder.

Psychological Therapy

Pays a benefit of up to \$5,000 if you suffer an injury for which you receive a benefit under the Plan and require psychological therapy within 2 years of the injury.

In-Hospital Benefit

Pays a benefit of (i) 1% of the Principal Sum to a maximum of \$2,500 per month for hospital confinements of more than 30 nights, or (ii) 1/30th of the amount determined under (i) for hospital confinements of more than 5 but less than 30 nights, if you suffer an injury for which you receive a benefit under the Plan and are confined to hospital as a result of such injury, for a maximum of twelve months.

Family Transportation

Pays a benefit of up to \$15,000 for the expenses incurred for the transportation of an immediate family member to your hospital if you suffer an injury for which you receive a benefit under the Plan and as a result are confined to a hospital more than 100 kilometres from home.

Repatriation Benefit

Pays a benefit of up to \$15,000 to cover the expenses to return the body to the city of residence if you suffer a covered accidental death while at least 50 kilometres from home.

Identification Benefit

Pays a benefit of up to \$5,000 for the transportation of an immediate family member to identify the body if you suffer a covered accidental death at least 150 kilometres from home and a law enforcement agency requests such identification.

Seat Belt Benefit

Pays an additional benefit of 10% of the Principal Sum to a maximum of \$50,000 if you suffer a covered accidental death while operating or riding as a passenger in a private passenger automobile in which the seat belt was properly fastened.

Day Care Benefit

Pays an annual benefit of up to 5% of the Principal Sum to a maximum of \$5,000 per year for the day care costs of each Dependent Child under age 13 who is enrolled, or who enrolls within 90 days, in a day care facility if you suffer a covered accidental death. The benefit is payable for up to four consecutive years.

Dependent Child Educational Benefit

Pays an annual benefit of up to 5% of the Principal Sum to a maximum of \$5,000 per school year for the tuition costs of each Dependent Child who is enrolled in post-secondary education if you suffer a covered accidental death. The benefit is payable for up to four consecutive years.

Spousal Educational Benefit

Pays a benefit of up to \$15,000 for your Spouse's expenses in enrolling in a professional or trades training program for the purpose of obtaining an independent source of income, if you suffer a covered accidental death and such expenses are incurred within 30 months of your death.

Funeral Expense

Pays a benefit of up to \$5,000 to reimburse funeral expenses if you suffer a covered accidental death.

Bereavement Benefit

Pays a benefit of up to \$1,000 if you suffer loss of life in a covered accident and your eligible dependents require counseling within one year of the accident.

Waiver of Premium

Waives premium payments under the Plan if you are receiving disability benefits under the group life insurance policy provided by the Policyholder.

Continuance of Coverage

Your coverage will continue for up to 12 months during a temporary lay-off, short-term disability leave, approved leave of absence or maternity leave provided premiums are paid.

Conversion Privilege Benefit

If you leave your job for any reason, you have 90 days to convert your coverage under the Plan to an individual insurance policy providing comparable coverage and with a coverage amount not greater than the Principal Sum at individual rates in force at that time.

Policy Exclusions

The Plan will not cover any losses caused in whole or in part by, or resulting in whole or in part from, the following:

- (a) suicide or any attempt thereof by you while sane;
- (b) self inflicted injury or any attempt thereof by you while sane or insane;
- (c) declared or undeclared war or any act thereof;
- (d) sickness, disease, or bodily infirmity whether the loss or claim results directly or indirectly from any of these;
- (e) mental incapacity whether the Loss or claim results directly or indirectly from any mental incapacity;
- (f) sustained while you are undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
- (g) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- (h) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if you are:
 - I. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - II. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - III. riding as a passenger in an aircraft owned or leased by the Policyholder;
- (i) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- (j) injury or Loss sustained if you are on full-time active duty in the armed forces or organized reserve corps of any country or international authority. (Unearned premium for any period for which you are on full-time active duty shall, upon application to the Company by the Policyholder, be refunded);
- (k) injury or Loss sustained while you are under the influence of alcohol and operating any vehicle or means of transportation or conveyance while your blood alcohol is over 80 milligrams in 100 millilitres of blood;
- (l) injury or Loss sustained while you are under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed physician;
- (m) the commission or attempted commission by you or injury incurred while you are in the course of committing or attempting to commit any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed; and

- (n) an act, attempted act or omission taken or made by you, or an act, attempted act or omission taken or made with your consent, for the purposes of interrupting the blood flow to your brain or to cause asphyxiation to you whether with intent to cause harm or not; and
- (o) natural causes.

Aggregate Limit Per Accident

The maximum amount the Company will pay for two or more Insured Persons injured in one accident is the amount of the Aggregate Limit Per Accident set out in the Policy, if any. If the total of the benefits which would be paid by the Company would exceed the Aggregate Limit Per Accident, each Insured Person shall receive their proportionate share of the amount of the Aggregate Limit Per Accident paid by the Company.

Effective Date

Your coverage begins on the date you satisfy the definition of “Insured Employee”.

Termination Date

Coverage ends on the earliest of:

- (1) the date the policy is terminated;
- (2) the premium due date if premiums are not paid when due;
- (3) the date you no longer satisfy the definition of an Insured Employee; or
- (4) the first day of the month following the date you no longer belong to an Eligible Class of Employees as set out in the Policy.

This brochure provides only brief descriptions of the coverage available. The full details of the coverage are contained in the Policy including limitations, exclusions and termination provisions. If there are any conflicts between this document and the Policy, the Policy shall govern. Insurance is underwritten by AIG Insurance Company of Canada.

Respecting your privacy

Respecting your privacy is a priority for the Sun Life Financial group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and we may tell you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, unless we are otherwise prohibited, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

You have a choice

We will occasionally inform you of other financial products and services that we believe meet your changing needs. If you do not wish to receive these offers, let us know by calling 1-877-SUN-LIFE (1-877-786-5433).



About Sun Life Financial

A market leader in group benefits, Sun Life Financial serves more than one in six Canadians, in over 12,000 corporate, association, affinity and creditor groups across Canada.

Our Core values – integrity, service excellence, customer focus and building value – are at the heart of who we are and how we do business.

Sun Life Financial and its partners have operations in 22 key markets worldwide including Canada, the United States, the United Kingdom, Hong Kong, the Philippines, Japan, Indonesia, India, China and Bermuda.

Life's brighter under the sun

Group Benefits are provided by Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies.

GB10171-E



your group benefits

Contract Number: 103173 and 153173

Effective: January 1, 2021

Issued: December 10, 2020



Canadian Pacific Railway Company

Retired employees - IBEW



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How to Connect with Sun Life Financial



Questions?

We're here to help. Talk to a Sun Life Financial Customer Care representative for assistance with your coverage by calling toll-free at 1-866-881-0583.

For faster service, have your **group contract number** and **member ID** ready to enter into our automated telephone system.

Plan Member Services

Download the my Sun Life Mobile App!

- Free from the Apple App Store or Google Play, anytime
- Fast and easy access, wherever you go, to your benefit information
- View and/or submit mobile claims instantly, depending on your plan

Don't have a smartphone? Visit www.mysunlife.ca to obtain the following services:

- benefit information about coverage, claim status, and easy access to claim forms and/or e-claims, depending on your plan
- chat live with an agent
- send a secure email message to the Sun Life Financial Customer Care Centre
- contact information

Access to mysunlife website

The first time you access your group benefits online, you will need to register to get your personal access ID and password. To register you will need your group contract number and member ID.

Prior Authorization Program

For the form:

- visit our website at www.mysunlife.ca/priorauthorization
- call a Sun Life Financial Customer Care representative toll-free at 1-866-881-0583

For the list of drugs:

- visit our website at www.mysunlife.ca/priorauthorization

Your Drug Card

Provided by Sun Life or online at www.mysunlife.ca.

All other inquiries

Call 1-866-881-0583.

Benefit Summary



This is a summary of the coverage your plan provides. You should read it together with the information in the rest of this booklet. Please see the related sections of this booklet for more information, including exclusions, limitations and other conditions that apply to your plan.

General Information

We, our and us	Throughout this booklet, <i>we</i> , <i>our</i> and <i>us</i> mean Sun Life Assurance Company of Canada
Termination	Termination of coverage may vary from benefit to benefit as indicated in this Benefit Summary. Coverage may also end on an earlier date, as specified in the <i>General Information</i> section of this booklet.

Extended Health Care - Contract Number 153173

Benefit year	January 1 to December 31
Deductible	None
Reimbursement level	<p><i>Drug card plan</i> Included</p> <p><i>Prescription drugs</i> 80%</p> <p>For employees residing in Québec, the reimbursement percentage is increased to 100% for drugs listed in the Régie de l'assurance-maladie du Québec (RAMQ) drug formulary once the out-of-pocket maximum has been reached. However, if the drug submitted for reimbursement has a lower priced equivalent drug, only the cost of the lowest priced equivalent drug will be considered at 100%, unless Sun Life specifically approved the cost of the higher priced drug.</p> <p>Drugs covered under this plan must have a Drug Identification Number (DIN) and be approved under <i>Drug evaluation</i></p> <p>We will cover the following drugs and supplies that are prescribed by a doctor or dentist and are obtained from a pharmacist:</p> <ul style="list-style-type: none"> • drugs that legally require a prescription • life-sustaining drugs that may not legally require a prescription • injectable drugs and vitamins, excluding synovial fluid replacement • compounded preparations, provided that the principal active ingredient is an eligible expense and has a DIN • diabetic supplies, excluding insulin jet injector device • intrauterine devices (IUDs) and diaphragms • varicose vein injections <p>There are drugs and treatments that are not covered, even when prescribed. Please refer to the Extended Health Care section of this booklet for details.</p>

<i>Dispensing fee</i>	Eligible expenses for the dispensing fee are limited to \$7.50 for each prescription or refill, and are covered at 100%
<i>Drug substitution limit</i>	<p>We will not cover charges above the lowest priced equivalent drug unless we specifically approve them. To assess the medical necessity of a higher priced drug, we will require the covered person and the attending doctor to complete and submit an exception form.</p> <p>For employees residing in Québec, for drugs listed in the Régie de l'assurance-maladie du Québec (RAMQ) drug formulary, charges in excess of the lowest priced equivalent drug do not count towards the out-of-pocket maximum unless we specifically approved the charges for the higher priced drug</p>
<i>Québec drug insurance plan</i>	Any conditions under this plan that do not meet the requirements under the Québec drug insurance plan are automatically adjusted to meet those requirements
<i>In-province hospital</i>	100% of the difference between the cost of a ward and a semi-private room
<i>Convalescent hospital</i>	80% of the difference between the cost of a ward and a semi-private room, up to \$20 per day for a maximum of 120 days for treatment of an illness due to the same or related causes
<i>Out-of-province emergency services</i>	<p>100%</p> <p>Time limit – 180 days after the date the person leaves the province where the person lives</p>
<i>Out-of-province referred services</i>	100%
<i>Medical services and equipment</i>	80%
<i>Paramedical services</i>	<p>80% up to a combined maximum of \$1,000 per person per benefit year for qualified psychologists or social workers, including psychological testing, psychological assessments, educational assessments and court ordered psycholegal assessments</p> <p>80% for the qualified physiotherapists</p> <p>80% up to a combined maximum of \$500 per person per benefit year for the qualified paramedical practitioners listed below:</p> <ul style="list-style-type: none"> • massage therapists • speech therapists • naturopaths • acupuncturists • podiatrists or chiropodists, including x-ray examinations • personal support workers or Victoria order of Nurses (VON)
<i>Vision care</i>	<p>Contact lenses, eyeglasses or laser eye correction surgery – 80%</p> <p>Services of an ophthalmologist or licensed optometrist – 80%, one examination per person in any 12 month period for a person under age 18 or in any 24 month period for any other person</p> <p>For all eligible expenses combined, the maximum is \$325 in any 12 month period for a person under age 18 or in any 24 month period for any other person</p>
Maximum benefit	<p>Unlimited for In-province hospital</p> <p>Lifetime maximum for all other expenses combined – \$50,000 per person</p>

Termination	The last day of the month in which you reach age 65
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Life - Contract Number 103173

Employee Life

Amount	\$54,000
Termination	The last day of the month in which you reach age 65

Making Claims



There are time limits for making claims. You can find more on these time limits in the following chart. **If you fail to meet these time limits, you may not be entitled to some or all benefit payments.**

To assess a claim, we may ask you to send us the following documents:

- medical records or reports
- proof of payment
- itemized bills
- prescriptions
- other information we need.

Proof of claim is at your expense.

Instructions and Time Limits for Sending Us Your Claims

Use this handy reminder to help you meet the time limits for sending in your claim.

Type of claim	Starting the claims process	Limits and special instructions
Extended Health Care	<p>Ask Sun Life for the form to complete, or get the form on our website.</p> <p>You can also submit claims for some expenses electronically. For more information, ask Sun Life.</p>	<p>Up to the earlier of the following dates:</p> <ul style="list-style-type: none"> • 90 days after the end of the benefit year during which the expense is incurred, or • 90 days after the end of your Extended Health Care coverage.
Life coverage	<p>Ask Sun Life to provide the claim forms.</p>	<p>If the claim is a result of a death: We must receive the claim form within 365 days after the death occurred.</p>

General Information



The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer’s group contract with Sun Life Assurance Company of Canada (*Sun Life*), a member of the Sun Life Financial group of companies.

This booklet is only a summary of your employer’s group contract. If there are any discrepancies between the group contract and the information in this booklet, the group contract will take priority, to the extent permitted by law.

Your group benefits may be modified after the effective date of this booklet. We will notify you in writing of any changes to your group plan. Any such notices will become part of this group benefits booklet and you should keep them in a safe place together with this booklet.

Have questions? Need more information about your group benefits? Talk to Sun Life.

<p>Your group benefits</p>	<p>The contract holder, Canadian Pacific Railway Company, self-insures the Extended Health Care benefit under contract number 153173. This means Canadian Pacific Railway Company is wholly responsible for this benefit and funds the claims. Sun Life provides administrative services only (ASO) such as claims adjudication and claims processing. All other benefits are insured by Sun Life under contract number 103173.</p>
<p>Who is eligible to receive benefits?</p>	<p>To be eligible for group benefits, you must reside in Canada and meet all the following conditions:</p> <ul style="list-style-type: none"> • you must have been covered under your employer’s group plan on the day preceding retirement. • you must be receiving a pension from your employer. <p>Your dependents become eligible for coverage on the later of the following dates:</p> <ul style="list-style-type: none"> • on the date you become eligible for coverage, or • on the date they become your dependent.
<p>Who qualifies as your dependent</p>	<p>Your dependent must be:</p> <ul style="list-style-type: none"> • your spouse or your child, and • residing in Canada or the United States. <p>Your spouse qualifies as your dependent if they are your spouse in one of the following ways:</p> <ul style="list-style-type: none"> • by marriage. • under any other formal union recognized by law. • as your partner of the opposite sex or of the same sex who is living with you and has been living with you in a conjugal relationship for at least: <ul style="list-style-type: none"> • 1 year, if both the parties are free to marry. • 3 years, if either party is not free to marry. <p>For employees residing in Québec, there is no minimum cohabitation period if a child is born out of the relationship. You can only cover one spouse at a time.</p> <p>Your spouse no longer qualifies as your spouse on the earlier of the following dates</p> <ul style="list-style-type: none"> • the date the marriage is dissolved through divorce or annulment. • the date the formal union recognized by law is dissolved. • 3 months following the date of a separation.

	<p>Your children and your spouse's children (including adopted or step-children, but excluding foster children) are eligible dependents if they are under age 21 and do not have a spouse.</p> <p>A child who is a full-time student under age 25 (age 26 for drugs listed in the Régie de l'assurance-maladie du Québec drug formulary for employees residing in Québec) is also considered an eligible dependent as long as the child is dependent on you for financial support and does not have a spouse.</p> <p>If a child becomes disabled before the maximum age and remains continuously disabled, we will continue coverage if they are not able to support themselves financially because of a disability and must rely on you financially. The exception is if they have a spouse.</p> <p>In these cases, you must inform Sun Life within 6 months of the date the child attains the maximum age for this plan. Ask Sun Life for more on this.</p>
<p>When coverage begins</p>	<p>Your coverage begins on the date you become eligible for coverage.</p> <p>A dependent's coverage begins on the later of the following dates:</p> <ul style="list-style-type: none"> • the date your coverage begins. • the date you first have a dependent.
<p>Updating your records</p>	<p>To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to Sun Life:</p> <ul style="list-style-type: none"> • change of dependents. • change of beneficiary. <p>You will need to report any name change to your employer.</p>
<p>Accessing your records</p>	<p>You may request copies of your records, including:</p> <ul style="list-style-type: none"> • your enrolment form or application for insurance. • any written statements or other record about your health that you provided to Sun Life in applying for coverage. • one copy of the insured contract, number 103173. <p>We will not charge you for the first copy but we may charge a fee for further copies.</p> <p>Need a copy of a document? Contact one of the following:</p> <ul style="list-style-type: none"> • our website at www.mysunlife.ca. • our Customer Care centre, toll-free at 1-866-881-0583.
<p>When coverage ends</p>	<p>Your coverage will end on the earlier of the following dates:</p> <ul style="list-style-type: none"> • the end of the period for which premiums have been paid to Sun Life for your coverage. • the date the group contract or the benefit provision ends. <p>A dependent's coverage terminates on the earlier of the following dates:</p> <ul style="list-style-type: none"> • the date your coverage ends. • the date the dependent is no longer an eligible dependent. • the end of the period for which premiums have been paid for dependent coverage.

The end of coverage may vary from benefit to benefit. For information about a specific benefit, please refer to the Benefit Summary section at the beginning of this booklet.

If you die while covered by this plan

Coverage for your dependents will continue until **the earlier of** the following dates:

- last day of the month following the month in which you die.
- the date the person would no longer be considered your dependent under this plan if you were still alive.
- the date your coverage would have terminated if you were still alive.
- the date the benefit provision under which the dependent is covered ends.

When dependent coverage continues, it is subject to all other terms of the plan.

Legal actions for insured benefits

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of your province or territory.

Legal actions for self-insured benefits

Where the applicable legislation of your province or territory permits the use of a different limitation period, every action or proceeding for the recovery of money payable under the plan is absolutely barred unless it is commenced within one year of the date that we must receive your claim forms. Otherwise, every action or proceeding for the recovery of money payable under the plan must be commenced within the time set out in the applicable legislation of your province or territory.

Coordinating your benefits with another plan

If you or your dependents are covered for Extended Health Care or Dental Care under this plan and another plan, the maximum amount that you can receive from all plans is 100% of the total eligible expenses.

When you have more than one plan, insurance industry standards determine which plan you should claim expenses from first.

Please send in claims for you and your spouse in the following order:

- First, send in the claim to the plan where the person is covered as an employee. If the person is an employee under two plans, send the claim to the different plans in the following order:
 - to the plan where the person is covered as an active full-time employee.
 - then, to the plan where they are covered as an active part-time employee.
 - then, to the plan where they are covered as a retiree.
- Next, send the claim to the plan where the person is covered as a dependent.

Please send in claims for a child in the following order:

- First send in the claim to the plan where the child is covered as an employee.
- Then, to the plan where they are covered under a student health or dental plan through their educational institution.
- Then, to the plan of whichever parent has the earlier birth date (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.

When you send us a claim, you must tell us about all other equivalent coverage that you or your dependents have. If both you and your spouse are employed by Canadian Pacific Railway Company, we will coordinate benefits for you and your dependents under the employer's plan.

Medical examination

We may require that you or your dependent have a medical examination if you make a claim. We will pay for the examination. If the person fails or refuses to have an examination, we will not pay any benefits.

Recovering overpayments

If we have overpaid any amount of benefit, we have the right to recover this money. We will:

- ask you to reimburse us,
- deduct that amount from other benefit payments, or
- recover that amount by any other legal means available.

Assignments

For Life benefits – You may not assign any rights or interests to anyone.

For all other benefits – We reserve the right to deny your request for an assignment.

Definitions

Here are the definitions of some terms that appear in this employee booklet. Other definitions that describe specific benefits appear in the benefit sections.

Accident	An accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.
Doctor	A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.
Illness	An illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is an illness.

Extended Health Care



General description of the coverage

The contract holder is wholly responsible for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Extended Health Care benefits.

Extended Health Care coverage pays for eligible expenses that you incur while covered under this plan.

Eligible expenses mean expenses incurred for the services and supplies described below that are medically necessary for the treatment of an illness and do not exceed the reasonable and customary charges for the service or supply being claimed. However, there are additional eligibility requirements that apply to drugs (see *Prior authorization program* for details).

Medically necessary means generally recognized by the Canadian medical profession as effective, appropriate and required for treating an illness according to Canadian medical standards.

Reasonable and customary charges mean:

- fees and prices normally charged in the regional area where the services or supplies are provided, and
- charges for services and supplies that represent reasonable treatment, considering the duration of services and how frequently services and supplies are provided.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

Reference to Doctor may also include a nurse practitioner – If the applicable provincial legislation permits nurse practitioners to prescribe or order certain supplies or services, Sun Life will reimburse those eligible services or supplies prescribed or ordered by a nurse practitioner the same way as if they were prescribed or ordered by a doctor. For drugs, refer to *Other health professionals allowed to prescribe drugs* outlined in the Benefit Summary.

Claiming when the expense is incurred	<p>You must claim an expense for the benefit year in which you incur the expense. You incur an expense on the date you receive the service or purchase or rent supplies.</p> <p>The benefit year is indicated in the Benefit Summary.</p> <p>See the table Instructions and Time Limits for Sending Us Your Claims at the beginning of this booklet for information about when and how to make a claim.</p>
Reimbursement level and maximum benefit	<p>Claims will be paid up to the reimbursement level and maximum benefit under this plan.</p> <p>For each type of service listed below, the reimbursement level is indicated in the Benefit Summary. The maximum benefit for all expenses combined is also indicated in the Benefit Summary.</p>

Prescription drugs

Prescription drugs	We will cover the cost of the drugs and supplies that are listed in the Benefit Summary.
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Quantity limit	Payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period or, in the case of certain maintenance drugs, in a 100 day period as ordered by a doctor.
What is not covered	<p>We will not pay for the following, even when prescribed:</p> <ul style="list-style-type: none"> • infant formulas (milk and milk substitutes), minerals, proteins, vitamins and collagen treatments. • the cost of giving injections, serums and vaccines. • treatments for weight loss, including drugs, proteins and food or dietary supplements. • hair growth stimulants. • products to help you quit smoking. • drugs for the treatment of infertility. • drugs for the treatment of sexual dysfunction. • vaccines. • drugs that are used for cosmetic purposes. • natural health products, whether or not they have a Natural Product Number (NPN). • drugs and treatments, and any services and supplies relating to the administration of the drug and treatment, administered in a hospital, on an in-patient or out-patient basis, or in a government-funded clinic or treatment facility.
Drug evaluation	<p>The following drugs will be evaluated and must be approved by us to be eligible for coverage:</p> <ul style="list-style-type: none"> • drugs that receive Health Canada Notice of Compliance for an initial or a new indication on or after November 1, 2017. • drugs covered under this plan and subject to a significant increase in cost. <p>Drug expenses are eligible for reimbursement only if incurred on or after the date of our approval.</p> <p>We will assess the eligibility of the drug based on factors such as:</p> <ul style="list-style-type: none"> • comparative analysis of the drug cost and its clinical effectiveness. • recommendations by health technology assessment organizations and provinces. • availability of other drugs treating the same or similar condition(s). • plan sustainability.
Smoking cessation products	For employees residing in Québec, smoking cessation products are covered in accordance with the requirements under the Québec drug insurance plan.
Pharmaceutical services (rendered by pharmacists)	For employees residing in Québec, we will cover the pharmaceutical services that are covered under the Québec drug insurance plan and apply its requirements.
Prior authorization program	<p>The prior authorization (PA) program applies to a limited number of drugs, where you must get approval in advance for coverage under the program.</p> <p>In order for drugs in the PA program to be covered, you need to provide medical information. Please use our PA form to submit this information. Both you and your doctor need to complete parts of the form. You will be eligible for coverage for these drugs if the information you and your doctor provide meets our clinical criteria based on factors such as:</p> <ul style="list-style-type: none"> • Health Canada Product Monograph. • recognized clinical guidelines. • comparative analysis of the drug cost and its clinical effectiveness. • recommendations by health technology assessment organizations and provinces. • your response to preferred drug therapy.

	<p>If not, your claim will be declined.</p> <p>See <i>How to Connect with Sun Life Financial</i> at the beginning of this booklet for information on how to obtain our prior authorization forms.</p>
<p>Out-of-pocket maximum</p>	<p>For employees residing in Québec, expenses incurred for drugs listed in the Régie de l'assurance-maladie du Québec (RAMQ) drug formulary and not reimbursed under this plan as a result of the application of the deductible or the reimbursement percentage are limited in each calendar year to the yearly maximum contribution set by the RAMQ plan. There is an out-of-pocket maximum for you, and another one for your spouse. Any drug expenses incurred for your children are part of the out-of-pocket maximum of the employee.</p>
<p>Persons age 65 or over residing in Québec</p>	<p>Unless you have indicated otherwise, once you reach age 65 you are automatically registered for the public prescription drug insurance plan of the Régie de l'assurance-maladie du Québec (RAMQ), which provides basic coverage for prescription drug costs. Given that after age 65 you continue to be eligible for a medical expense benefit under your group plan, you must make a decision in regards to your basic coverage since you can be covered by either the public plan or your group plan.</p> <p>If you opt for basic coverage under RAMQ's public prescription drug insurance plan, your group plan will then provide coverage that supplements RAMQ's basic coverage. This supplementary coverage does not replace RAMQ's basic coverage; it adds to it by covering, for example, drugs that are not reimbursed by the public plan or the portion of drug costs not reimbursed by the public plan. In this case, when you complete your tax return, be sure to indicate that you are registered for basic coverage under RAMQ's public plan. You will then have to pay the premium.</p> <p>On the other hand, if you opt to keep your basic coverage under your group plan, you will have to cancel your registration in the public plan by calling RAMQ or visiting one of its offices during business hours. But before you do, we recommend you contact us to clarify your situation.</p>

Hospital expenses in your province

<p>Hospital</p>	<p>We will cover the cost of room and board in a hospital in the province where you live, as indicated in the Benefit Summary.</p> <p>A <i>hospital</i> is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day.</p> <p>It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.</p>
<p>Convalescent hospital</p>	<p>We will cover the cost of room and board in a convalescent hospital, as indicated in the Benefit Summary, if this care has been ordered by a doctor and as long as it is primarily for rehabilitation, and not for custodial care.</p> <p>A <i>convalescent hospital</i> is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day.</p>

It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

Expenses out of your province

Expenses out of your province

We will cover emergency services while you are outside the province where you live. We will also cover referred services. **For both emergency services and referred services, the reimbursement level is indicated in the Benefit Summary.**

For both emergency services and referred services, we will cover the cost of:

- a semi-private hospital room
- other hospital services provided outside of Canada
- out-patient services in a hospital
- the services of a doctor

Emergency services

We will only cover emergency services obtained within the time limit indicated in the Benefit Summary. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

Emergency services mean any reasonable medical services or supplies, including advice, treatment, medical procedures or surgery, required as a result of an emergency. When a person has a chronic condition, emergency services do not include treatment provided as part of an established treatment program that existed before they left their home province.

Emergency means an acute illness or accidental injury that requires immediate, medically necessary treatment prescribed by a doctor.

If you are covered under this group plan and certain other plans, we will coordinate payments with the other plans in accordance with guidelines adopted by the Canadian Life and Health Insurance Association. The plan from which you make the first claim will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share.

Sun Life will not be liable for the negligence or other wrongful acts or omissions of any physician or other health care professional providing direct services covered under this group plan.

Emergency services excluded from coverage

Any expenses related to the following emergency services are not covered:

- services that are not immediately required or which could reasonably be delayed until you return to the province where you live, unless your medical condition reasonably prevents you from returning to that province prior to receiving the medical services.
- services relating to an illness or injury which caused the emergency, after such emergency ends.
- continuing services, arising directly or indirectly out of the original emergency or any recurrence of it, after the date that Sun Life, based on available medical evidence, determines that you can be returned to the province where you live, and you refuse to return.
- services which are required for the same illness or injury for which you received emergency services, including any complications arising out of that illness or injury, if you had unreasonably refused or neglected to receive the recommended medical services.
- where the trip was taken to obtain medical services for an illness or injury, services related to that illness or injury, including any complications or any emergency arising

directly or indirectly out of that illness or injury.

Referred services

Referred services must be for the treatment of an illness and ordered in writing by a doctor located in the province where you live. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

All referred services must be obtained in Canada, if available, regardless of any waiting lists. However, if referred services are not available in Canada, they may be obtained outside of Canada.

Your medical services at a glance

Covered expenses	Details	Payment limits
Medical services and equipment		
Out-of-hospital private duty nurse	<p>Must be medically necessary</p> <p>Must be for nursing care, and not for custodial care, and must be prescribed by a doctor</p> <p>The private duty nurse must be a nurse or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you</p> <p>The services of a registered nurse are eligible only when someone with lesser qualifications cannot perform the duties</p>	\$25,000 per person per benefit year
Ambulance	<p>Transportation in a licensed ambulance that takes you to and from the nearest hospital that is able to provide the necessary medical services</p> <p>Must be medically necessary</p> <p>Expenses incurred outside Canada for emergency services will be paid based on the conditions that appear in the Benefit Summary for <i>Out-of-province emergency services</i></p>	

Covered expenses	Details	Payment limits
Air ambulance	<p>Transportation in a licensed air ambulance that takes you to the nearest hospital that is able to provide the necessary medical services</p> <p>Must be medically necessary</p> <p>Expenses incurred outside Canada for emergency services will be paid based on the conditions that appear in the Benefit Summary for <i>Out-of-province emergency services</i></p>	
Diagnostic services	<p>The following diagnostic services that you receive outside of a hospital, except where your provincial plan considers the expense to be an insured service:</p> <ul style="list-style-type: none"> laboratory tests when prescribed by a doctor ultrasounds medical imaging services, including MRIs and CT scans 	
Dental services following an accident	<p>Dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered</p> <p>You must receive these services within 6 months of the accident</p>	We will only cover up to the fee stated in the <i>Dental Association Fee Guide</i> for a general practitioner in the province where the employee lives
Equipment	<p>Medically necessary equipment that meets your basic medical needs, that you rented (or purchased at our request)</p> <p>For equipment to be eligible, we may require a doctor's prescription</p> <p>If alternate equipment is available, eligible expenses are limited to the cost of the least expensive equipment that meets your basic medical needs</p>	<p>For wheelchairs, we only cover the cost of a manual wheelchair, except if your medical condition requires that you use an electric wheelchair</p> <p>For hospital beds, eligible expenses are limited to the cost of a manual hospital bed.</p>
Casts, trusses or crutches		
Splints or braces	Must be prescribed by a doctor	
Breast prostheses or surgical brassieres	Required as a result of surgery	Combined maximum of \$200 per benefit year
Artificial limbs and eyes		
Stump socks		5 pairs per person per benefit year

Covered expenses	Details	Payment limits
Elastic support stockings, including pressure gradient hose	Must be prescribed by a doctor	\$50 per person per benefit year
Custom-made orthotics for shoes	Must be prescribed by a doctor, podiatrist or chiropodist	1 pair per person per benefit year
Custom-made or prefabricated orthopaedic shoes	Must be prescribed by a doctor, podiatrist or chiropodist	1 pair per person per benefit year
Hearing aids		\$250 per person over 5 benefit years Repairs and replacement batteries are included in this maximum
Oxygen		
Continuous Glucose Monitor (CGM) receivers, transmitters or sensors	Only for persons diagnosed with Type 1 diabetes You must provide us with a doctor's note confirming the diagnosis	Combined maximum of \$4,000 per person per benefit year
Living aid equipment	Must be prescribed by a doctor	
Incontinence supplies such as diapers, pads and disposable briefs	Required as a result of an illness	
Dressings, excluding bandages	Must be medicated dressings	
Colostomy supplies		
Paramedical services		
Paramedical practitioners listed in the Benefit Summary	The paramedical practitioners must be qualified	Up to the reimbursement level indicated in the Benefit Summary
<p><i>Qualified</i> means a person who is a member of the appropriate governing body established by the provincial government for their profession. In the absence of a governing body, the person must be an active member of an association approved by us.</p> <p><i>Qualified</i> paramedical practitioners must:</p> <ul style="list-style-type: none"> • belong to a regulatory body or in the absence of a regulatory body, belong to an association approved by us, • be licensed or registered, as required by the applicable provincial regulatory body, • have undergone appropriate training and obtained necessary credentials in support of the services or supplies rendered, • maintain clinical records and files consistent with the reasonable practices and standards of others in their field or as may be required by a regulatory body or association, • produce clinical records and files to us upon request and generally act in a manner that is responsive to inquiries from us, and • not engage in administrative practices unacceptable to us. <p>This is not an exhaustive list of qualifications. We have the sole discretion to determine whether a paramedical practitioner is qualified to render a service or provide a supply. To the extent that the qualifications listed above apply to clinics, we have the sole discretion to determine whether a clinic is qualified such that claims for services or supplies rendered at that clinic are eligible for reimbursement under this plan.</p>		

Covered expenses	Details	Payment limits
Vision care		
Contact lenses, eyeglasses or laser eye correction surgery and services of an ophthalmologist or licensed optometrist	<p>An ophthalmologist or licensed optometrist must have prescribed contact lenses or eyeglasses</p> <p>You must have received the above from an ophthalmologist, licensed optometrist or optician</p> <p>We will only cover laser eye correction surgery that an ophthalmologist has performed</p>	<p>Up to the reimbursement level indicated in the Benefit Summary</p> <p>We will not pay for sunglasses, magnifying glasses, or safety glasses of any kind, unless they are prescription glasses needed for the correction of vision</p>

When coverage ends

See the Benefit Summary at the beginning of this booklet to see when your coverage ends.

What is not covered

We will not pay for the costs of:

- services or supplies payable or available (regardless of any waiting list) under any government-sponsored plan or program, except as described below under *Integrating with government programs*.
- implanted prosthetic or medical devices (examples of these devices are gastric lap bands, breast implants, spinal implants and hip implants).
- equipment that we consider ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools and humidifiers).
- services or supplies that are not usually provided to treat an illness, including experimental or investigational treatments as defined in the contract.
- services or supplies that do not qualify as medical expenses under the Income Tax Act (Canada).
- services or supplies for which no charge would have been made in the absence of this coverage.

We will not pay benefits when the claim is for an illness resulting from:

- any work for which you were compensated that was not done for the employer who is providing this plan.
- participation in a criminal offence.

Integrating this plan with government programs

This plan will integrate with benefits payable or available under the government-sponsored plan or program (the *government program*).

The covered expense under this plan is the remaining portion of the expense that the government program does not pay or make available, regardless of:

- whether you have made an application to the government program,
- whether your being covered under this plan affects your ability to be eligible for or entitled to any benefits under the government program, or
- whether there are any waiting lists.

Life Coverage



General description of the coverage

Your Life coverage provides a benefit for your beneficiary if you die while covered.

See the Benefit Summary at the beginning of this booklet to see the amount of coverage and the date coverage ends.

See the table **Instructions and Time Limits for Sending Us Your Claims** at the beginning of this booklet for information about when and how to make a claim.

Who we will pay

If you die while covered, we will pay the full amount of your benefit to your last named beneficiary on file with us.

If you have not named a beneficiary, we will pay the benefit amount to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.

Converting Life coverage

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

The request must be made within 31 days that the Life coverage reduces or ends.

Important

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact Sun Life for details.

Respecting your privacy

Respecting your privacy is a priority for the Sun Life Financial group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and we may tell you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, unless we are otherwise prohibited, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

You have a choice

We will occasionally inform you of other financial products and services that we believe meet your changing needs. If you do not wish to receive these offers, let us know by calling 1-877-SUN-LIFE (1-877-786-5433).



About Sun Life Financial

A market leader in group benefits, Sun Life Financial serves more than one in six Canadians, in over 12,000 corporate, association, affinity and creditor groups across Canada.

Our Core values – integrity, service excellence, customer focus and building value – are at the heart of who we are and how we do business.

Sun Life Financial and its partners have operations in 22 key markets worldwide including Canada, the United States, the United Kingdom, Hong Kong, the Philippines, Japan, Indonesia, India, China and Bermuda.

Life's brighter under the sun

Group Benefits are provided by Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies.

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