



October 6, 2021

RE: RCTC Collective Agreement

In regard to the Collective Agreement dated March 7, 2021 between Canadian Pacific and the Teamsters Canada Rail Conference Rail Canada Traffic Controllers, the parties agree, subject to the terms of this Agreement, that neither Party hereto shall be prejudiced in any way by inadvertent errors or omissions. Any errors, omissions or ambiguity, created solely as a consequence of housekeeping and/or the addition of Memorandum of Settlement language, Agreements and arbitration rulings, are unintentional and will be corrected by mutual agreement between the parties. The party first discovering such errors, omissions or ambiguity, will notify the other party in writing promptly upon discovery thereof and the parties shall act to correct such error, omission or ambiguity within twenty (20) business days of such other party's receipt of notice. Following the initial release of this Collective Agreement, for the duration of the Agreement, corrections will be made available electronically; however, the revised Collective Agreement will not be reprinted.

Sincerely,

Myron Becker
Chief Labour Officer
Canadian Pacific

Jason Bailey
General Chair
TCRC RCTC

COLLECTIVE AGREEMENT

between

CANADIAN PACIFIC

and the

TEAMSTERS CANADA RAIL CONFERENCE RAIL CANADA TRAFFIC CONTROLLERS



COLLECTIVE AGREEMENT

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CANADIAN PACIFIC

and the

TEAMSTERS CANADA RAIL CONFERENCE
RAIL CANADA TRAFFIC CONTROLLERS

Covering rates of pay and working conditions for:

Rail Traffic Controllers employed at Canadian Pacific

This revised Collective Agreement incorporates all amendments up to and including those contained in the Memorandum of Settlement dated March 7, 2021.

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PREAMBLE

IT IS AGREED BY AND BETWEEN Canadian Pacific, hereinafter known as "the Company", and its employees in the classifications designated herein represented by the Rail Canada Traffic Controllers, hereinafter known as "the Union", as follows:

In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and development of a spirit of cooperation are essential for mutual benefit and public service.

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

DEFINITIONS

- a) Assigned RTC
An RTC position established by bulletin to a particular desk, or desks, with defined days and hours, controlling railway operations.
- b) Permanent Unassigned RTC
An RTC position established by bulletin without defined days or hours.
- c) Spare RTC
An employee who does not hold a permanent position by bulletin and who reports for duty as required due to work being irregular.

ARTICLE 1

SCOPE

- 1.1 This Agreement shall govern the employment and compensation of Rail Traffic Controllers.

ARTICLE 2 RATES OF PAY

2.1. Starting Rates

- a) Employees will be compensated as follows:

		2020	2021	2022	2023
Classroom Training	Training Rate	32.204	32.687	33.341	34.008
On-The Job Training	85% of Job rate	42.640	43.28	44.145	45.028
Probationary Period	90% of Job Rate	45.148	45.825	46.742	47.677
Completion of Probationary Period	100% of Job Rate	50.165	50.917	51.936	52.975
RTC	Job Rate	50.165	50.917	51.936	52.975

2.2. Minimum Hourly Rates

Established positions covered by this Agreement shall not be discontinued or abolished and new ones created under different title covering the same class of work for the purpose of reducing the rate of pay.

2.3. Rules Examination Pay

- a) An employee required to take a periodic "A" rules examination in the Canadian Railway Operating Rules during the employee's off-duty hours shall be allowed 4 hours' pay at the basic rate of the employee's regular position.
- b) Payment will not be made to an employee directed to take a rules examination as a disciplinary measure, nor will an employee be paid for taking a rules examination which the employee fails to pass to the satisfaction of the Rules Examiner.

2.4. Medical Examinations Pay

- a) An employee required by the Company to take a periodic medical examination during the employee's off-duty hours shall be allowed payment of 3 hours' pay at the basic rate of the employee's regular position.
- b) Employees required to travel to a location away from their RTC Centre for a periodic rules examination pursuant to Article 2.3 or a medical examination pursuant to Article 2.4 will be entitled to actual and reasonable expenses. Such expenses will include mileage allowance at the rate provided for in Article 17 of the Collective Agreement for the use of an employee(s) automobile provided transportation by such means has been authorized in advance by the Company Officer in charge. Expenses will not be paid to an employee

directed to take an examination as a disciplinary measure, when taking a rules examination which the employee fails to pass to the satisfaction of the rules examiner or failing to attend an examination at the employee's work location and is therefore required to travel in order to be examined.

- c) The cost of all medical examinations, tests or reports required by the Company OH&S and/or the Company insurance carrier shall be paid by the Company when such examinations, tests or reports are not paid for under a provincial health plan.

2.5. Transfer Time

When required to transfer outside the limits of regularly assigned hours a flat rate of 15 minutes at the rate of time and one-half will be paid for all transfer time.

2.6. Official Company Business

While on official Company Business, RTCs will be paid the hourly rate, shift differential, and transfer time associated with the position they would have otherwise worked.

2.7. Shift Differential

Employees whose shifts commence between 1400-2159 will receive a shift differential of \$1.25 per hour and employees whose shifts commence between 2200-0559 will receive a shift differential of \$1.50 per hour.

Time and one half premium for overtime shall not be calculated with respect to a shift differential.

2.8. Gainshare/Incentive Compensation

Gainsharing or incentive programs, such as Goalshare or PIP either global or targeted to specific areas, may be implemented by the Company, however, such program will be discussed with the Union in advance of being implemented.

Note: The Gainsharing / PIP will be limited to maximum 5% lump sum payout based on a 40% / 60% split (employee/employer). Effective January 1, 2004, the Gainshare/PIP bonus became pensionable earnings.

2.9. Spareboard Guarantee

- a) A spare employee who is not working a vacancy and is available for duty for the full pay period will be guaranteed for such pay period a monetary value of:

85%	\$2,039.784
90%	\$2,159.771
95%	\$2,279.759
Job Rate	\$2,399.746

And subject to the following conditions:

- 1) Except as provided in section (2) below, the guarantee will be reduced by 1/10th for each day or major portion hereof an employee takes an authorized leave of absence.
 - 2) Employees who miss a call once or book sick for one day in the pay period will have their guarantee reduced by ½. Employees who are absent twice (missed call and/or off sick) during the pay period will not be entitled to the guarantee.
- b) An employee who is a Spare employee for only a portion of the pay period will have their entitlement for the guarantee prorated according to the number of days the employee is working as a Spare employee. (i.e. laid off for a portion of pay period).
- c) In the calculation of guarantee payments provided for under the provisions of this clause, all compensation paid to the employee during the period will be used to make up the guarantee.

ARTICLE 3

PAY EVERY TWO WEEKS

- 3.1 Employees will be paid biweekly every second Thursday, by direct deposit.
- 3.2 All overtime earned shall be shown including bank time and vacation time as a separate item on the pay summary of employees.

ARTICLE 4

SENIORITY RAIL TRAFFIC CONTROLLER

4.1 Determination of Seniority

- a) Trainees will, provided they qualify as a RTC within 90 days, or such period as may be determined necessary by the Company, following the date of commencement of training, be granted a seniority date as a RTC. In the meantime, unless removed for cause, which in the opinion of the Company renders an employee undesirable for its service, such employee will be regarded as coming within the terms of this Agreement.
- b) The seniority of RTCs will date from the time they last entered the Company's service as such, it being understood that employees temporarily out of employment on account of staff reductions will not forfeit their seniority provided they are available when required.
- c) When two or more RTCs are employed in the bargaining unit on the same day, their seniority standing will be determined in the following order:
 - 1) Last date of entry into Company service; if the same,
 - 2) The local time at which they started work in the bargaining unit; if the same,
 - 3) Date on which application for employment was made, if the same,
 - 4) By a drawing of names as arranged by the appropriate Company Officer and Local
 - 5) Chairperson.

4.2 Probationary Period

The probationary period for a new RTC hired from outside the Company, or from positions covered by another Collective Agreement is a period of 110 non-training tours of duty or 9 months of active service as an RTC, whichever comes first. For the purposes of calculating the 110 non-training tours of duty, a tour of duty in lunch relief will be credited as one-half of a qualifying tour of duty.

This probationary period will commence after such employee has worked an entire shift on their own. In the meantime, unless removed for cause which, in the opinion of the Company, renders the employee undesirable for its service, the employee will be regarded as coming within the terms of this Agreement.

4.3 Order of Promotion

- a) Unless proper leave has been granted by the Company, RTCs will be required to work in accordance with their seniority in the following order of promotion: first as an assigned RTC, then if unable, as a permanent unassigned RTC, then if unable, as a temporary unassigned RTC, then if unable a Spare RTC.

- b) An RTC who owns a permanent position by bid will not be reassigned or required to work a planned or scheduled vacancy unless they are the junior qualified individual. See 4.3. (g) for filling ad hoc vacancies.
- c) Permanent unassigned RTCs will perform all work required of them, which shall include filling permanent assigned RTC vacancies under 5 days duration when instructed by the Company. If no permanent unassigned RTCs are available, then such relief work will be performed by spare RTCs.
- d) Adhoc vacancies of a duration of less than 10 (ten) days will be filled by unassigned RTCs in accordance with the order of promotion. For the purposes of this article, “adhoc vacancies” means other than planned or scheduled vacancies.
- e) RTCs holding positions will have the right to do temporary work in accordance with their seniority, without affecting their position and will revert thereto when the temporary work is finished unless they have been awarded another RTC position.
- f) A RTC will have the right to claim temporary work in accordance with the employee’s seniority provided the employee commences work on the first day of the vacancy (except when on Annual Vacation or other leave), and must remain on the claimed position until claiming another vacancy or the vacancy ends or the employee is displaced.

Note:

- 1) An employee who wishes to claim a new temporary vacancy at the conclusion of their vacancy must indicate their intention to claim the new vacancy prior to first day of such vacancy.
 - 2) In order to claim a new temporary vacancy, there must be at least 5 working days remaining on such vacancy at the conclusion of the current vacancy.
- g) A Utility Assigned RTC position will be established, which is a RTC position established by bulletin with defined days and hours, but not assigned to any particular desk or desks.

The following protocol will apply when required to fill ad hoc (other than planned or scheduled) RTC vacancies with qualified employees. This protocol will not apply in the even that an employee falls sick part way through their shift.

In descending order:

1. Utility RTC
2. Permanent Unassigned RTC’s who are not scheduled to work
3. Spare RTC’s who are not scheduled to work
4. Spare RTC’s who are scheduled to work
5. Permanent Unassigned RTC’s who are scheduled to work
6. Assigned RTC’s on a junior must basis

In applying this protocol, it is understood that step 4 and/or step 5 may result in a total of two reassignments in order to protect the vacancy in question prior to resorting to step 6.

Step 1 Note: Utility Assigned RTC's will be paid the desk rate of pay when filling an ad hoc vacancy or when training and a Level 2 rate of pay when not filling an ad hoc vacancy or training.

Steps 2 & 3 Note: Spare and Permanent Unassigned RTC's who are not scheduled to work means they are not scheduled to work 10 shifts in a 2-week period. Training will not be considered as a scheduled shift.

Steps 4 & 5 Note: Vacancies will be filled by Spare RTC's and Permanent Unassigned RTC's on the basis of seniority starting with the junior qualified employee. Training will not be considered as a scheduled shift.

Step 6 Note: It is agreed that assigned RTC's will be subject to reassignment on those desks that they have elected to take vacancies on provided the reassignment is on their current shift. In other words, if an assigned RTC does not elect to bid vacancies on other desks, they will not be subject to reassignment.

If the Company fails to properly follow this calling protocol, a penalty payment of 2 (two) hours pay will be paid to an assigned RTC who is improperly reassigned to fill the vacancy. This 2 (two) hour payment will be bankable.

4.4 Reduction in Staff and/or order of Displacement

- a) A RTC whose permanent position has been abolished, or who has been displaced must displace in the order of promotion outlined in Article 4.3.
- b) An RTC affected by the operation of Article 4.4 will be advised by the responsible manager or his/her designate to what position(s) the employee is entitled. An RTC shall give notice of their choices in accordance with 4.3 within calendar days.
If bidding an open position that closes following the expiration of the 5-day advisement requirement, the affected RTC must select an available position. Upon making their selection the displaced RTC will be provided notice of such displacement and will have the option to displace or remain on their current position if the RTC who displaced them is awarded the open position up for bid.
- c) A RTC affected by the operation of Articles 4.4 must make application to the Manager RTC or his/her designate within 5 calendar days from the date the position is abolished.
Upon such application, the Manager RTC or his/her designate will advise such employee affected to what position the employee is entitled. If, under the application of this Article, two or more employees are required to make application to the Manager RTC or his/her designate by the same day, the employees affected will exercise displacement rights in order of seniority.

4.5 Re-Establishing Positions in an RTC Centre

Should any permanent position be abolished and reestablished within 1 year from the date of the reduction, any RTCs who were displaced from that position will be entitled to return if they so desire in order of seniority without the advertising of such positions.

4.6 Exchange of Positions

There shall be no permanent exchange of positions between the permanent RTCs except when a permanent position is abolished.

4.7 Notice of Abolishment

Five (5) calendar days notice shall be given to the incumbent before a position is abolished. However, in the event of a strike or work stoppage by employees in the railway industry, a shorter notice may be given. For positions established 60 days or less, no notice is required.

ARTICLE 5

SENIORITY LISTS AND SENIORITY PROTECTION

5.1 Seniority Lists and Protests

- a) Lists of all Rail Traffic Controllers on each seniority district showing their seniority standing will be kept on file in their respective RTC Centers open to the inspection of all employees concerned.
- b) Seniority lists shall be updated and posted at the RTC Centre of all employees concerned, on or before October 1 of each year. A copy of the list(s) shall also be furnished to the Local Chairperson and the General Chairperson.
- c) Seniority lists shall be open for correction for a period of 60 calendar days on presentation in writing of proof of error by the employee or the employee's representative to the employee's immediate supervisor.
- d) Except by mutual agreement, seniority standing shall not be changed after becoming established by being posted for 60 calendar days following date of issue, without written protest. In cases where the seniority date has been shown in violation of the provisions of the Collective Agreement, these time limits do not apply.
- e) Except in cases of death, dismissal, resignation or unavailability for duty when required after proper notice, no employee's name will be deleted from the seniority list on any seniority district unless by mutual agreement between the Company's Officers and the

representatives of the employees.

5.2 Seniority Protection

- a) When an employee is offered a position in another bargaining unit by the Company, it is not obligatory upon the employee to accept but if the employee does and becomes qualified, the employee forfeits seniority rights from the qualification date unless an understanding to the contrary is reached between the employee and the Senior Transportation Officer and confirmed through the Local Chairperson.
- b) Subject to the provisions of Article 29.1, any employee promoted to an official position after January 1, 2016 will only retain and continue to accumulate seniority provided they submit an honorarium equivalent to 75% of Union dues to the Union.

A promoted manager will accumulate full seniority for the first full year promoted and thereafter until January 1st of the following year, after which they will accumulate seniority at a rate of 75% (i.e. 9 months for every year promoted)

In recognition of this new article, existing managers will continue to accrue full seniority until January 1, 2016 and thereafter will accrue at a rate of 75% and effective January 1, 2016 their dues deduction will at 75% of the dues rate.

Such employees while promoted to an official position may not apply for a position bulletined under this collective agreement.

- c) An employee occupying a full-time position as a representative of the Union will retain and continue to accumulate seniority. While on leave of absence from the Company for Union business, the employee will receive full credit of cumulative compensated service for annual vacation, ISA and Pension purposes only. Upon return to the bargaining Unit, the employee will have the ability to displace any junior employee.
- d) An employee promoted to an official position or to a position excepted or excluded from the terms of this Agreement who is reduced or released to RTC will displace the junior assigned RTC, then if unable, the junior permanent unassigned RTC, if the employee's seniority entitles the employee thereto.

5.3 Temporary Promotions

- a) 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.
- b) When released from such official or excepted position, the employee will revert to the bargaining unit to their permanent position, where applicable, declare on a permanent

vacancy as per Article 16.1 or in accordance with their pre-bid. If their position has been bulletined as a permanent vacancy, the provisions of Article 16.1 will apply.

- c) 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 conditions and exceptions set forth in the Collective Agreement.

5.4 Permanent Promotions

The General Chairperson will be advised of any RTC permanently promoted.

ARTICLE 6

SELECTION, TRAINING AND APPOINTMENT OF RAIL TRAFFIC CONTROLLERS

6.1 Rail Traffic Controller Trainees

- a) In respect of Rail Traffic Controller Trainees directed to a formal training program, the Company will determine the course content, the duration and the locations at which the course may be given and will select the instructors for the formal classroom training and the Rail Traffic Controllers to be used in the "on-the-job" training portion of the program. The Company will consult with the Union with respect to any changes to the RTC Trainee training program prior to implementing such changes.
- b) While in attendance at the training program, and during the on job training period, trainees will be paid at the Training rate of pay. The on job training period may be extended to a period of 18 months. If assigned to work as an RTC during this 18-month period, the desk rate will apply.
- c) Rail Traffic Controller Trainees who do not successfully complete the Rail Traffic Controllers' Training Program and are accordingly not declared by designated Company Officer(s) to be "qualified Rail Traffic Controllers" may be considered by the Company for selection as Rail Traffic Controller Trainees at a future date.

6.2 Rail Traffic Controller Trainers

Rail Traffic Controllers providing "on the job" training will be paid at an allowance equivalent to 2 hour's pay at the employee's basic straight time rate for each day or portion thereof, in which they have a trainee or trainees assigned to them, in addition to their regular compensation for that day. This two (2) hour payment will be bankable. On making such selection, representation by a Rail Traffic Controller who does not wish to train employees, or by the employee's representative on the employee's behalf, shall be considered by the Company provided there are sufficient Rail Traffic Controllers available to train

the Rail Traffic Controller Trainees.

The Company retains the discretion to select Rail Traffic Controllers for Coaching Training and may schedule training as it deems appropriate.

ARTICLE 7

RETRAINING PROGRAM FOR RAIL TRAFFIC CONTROLLERS

7.1 The Company has designated a Training Program, the purpose of which is to achieve uniformity of rules application and to broaden the knowledge of all Rail Traffic Controllers in respect of the operations and goals of the Company. To this purpose, it is agreed as follows:

- a) The Company will determine the course content, the duration, and the locations at which the course may be given. Rail Traffic Controllers will be required to undergo examination on the Canadian Rail Operating Rules during the course. The Company may also select those locations where bilingual training may be provided.
- b) While at the Training program, an employee will receive normal wages, including any shift differential or transfer time payment which the employee would have received.
- c) Overtime provisions of the Collective Agreement will not apply while employee is at the training location, or while traveling to or from that location.
- d) An employee, who is required to travel to the training program on a regularly assigned rest day, will receive payment for such travel on the basis of straight time. Payment for such travel time will be made on the basis of traveling time involved but will not exceed eight hours straight time pay for any one rest day. An employee may opt to take equivalent time off in lieu of pay for such traveling time. Such time off will be arranged between the employee and the employee's Manager RTC or his/her designate on the employee's return to headquarters.
- e) If an employee is required to travel on a normal work-day, the employee will receive the employee's normal wages for such day, including any shift differential or transfer time payments which the employee would have received had the employee remained at headquarters.
- f) The course will be designed so that there will be two rest days in each seven, Saturday and Sunday. However, if an employee's normally assigned rest days are other than Saturday and Sunday, they will be modified to conform to the rest days of the course. An employee will not forfeit any rest days by reason of attending the course.
- g) All Rail Traffic Controllers will be required to attend this Training Program in accordance

with schedules to be determined by the Company. Employees will be advised at least 30 days in advance of the dates they are scheduled to attend. Consideration will be given to requests from employees for a rescheduling of their attendance for good cause. The 30-day notice for this Training Program can be waived upon mutual agreement.

- h) A Rail Traffic Controller will be furnished with a copy of the current course outline at the time the employee is advised to attend.
- i) The course will be operated on an 8-hour day with a lunch period. The hours of the course and the number of days will be scheduled as per the needs of the business.
- j) With reference to additional expenses incurred by single parents, with dependent children, who attend the RTC Retraining Program, on an ad hoc basis, the employee may claim reimbursement for reasonable additional expenses incurred for baby-sitting services as a result of attending the Program.

The expenses incurred should be supported by receipts and should be included in the employee's expense account.

ARTICLE 8

PERIODIC ROAD TRIPS

- 8.1 Rail Traffic Controllers may be required to make periodic road trips. These Road Trips will be scheduled by the designated manager and where possible such trips will be scheduled during the employee's work week. For every day spent on such familiarization trips, the employee will be paid 1 day's pay. Overtime rules will not apply.
- 8.2 Employees will be governed by the provisions of Article 17 when claiming any expenses while required to undertake periodic road trips.

ARTICLE 9

ACCESS TO INFORMATION

- 9.1 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.
- 9.2 Upon a formal request in writing from the Union, the Company will provide one designated Representative of 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 10

HOURS OF SERVICE

- 10.1 The Company will establish for all employees covered by this agreement, unless otherwise specified herein, a work week of 40 hours consisting of 5 days of 8 hours each, with 2 consecutive rest days in each 7, subject to the following modifications: The work weeks may be staggered in accordance with the Company's operational requirements.
- a) This Clause shall not be construed to create a guarantee of any number of hours or days of work not elsewhere provided for in this Agreement.
- b) The term work week for regularly assigned employees shall mean a week beginning on the 1st day on which the assignment is bulletined to work and for spare or unassigned employees shall mean a period of 7 consecutive days starting with Friday.
- 10.2 Eight (8) consecutive hours of service shall constitute a day's work for employees.
- 10.3 Except in cases of emergency, employees shall not be required to work two (2) consecutive tours of duty and shall have eight (8) consecutive hours off duty in each twenty-four (24) hour period.
- 10.4 The regular hours of duty of employees (except swing employees who, when working within the regularly assigned hours of employees whom they relieve on their assigned rest days, will not receive overtime pay) will be specified by the Designated Company Officer and will be the same on all days of the week. This Article does not apply to Permanent Unassigned Employees.
- 10.5 Rail Traffic Controllers shall be allowed a 20-minute lunch period provided they are available for emergencies and the operation of C.T.C. controls. If the C.T.C. controls regularly require attention to prevent delay to train or engine movements during the 20-minute lunch period, it may be protected by the regular Rail Traffic Controller or under such employee's direction, by a person who is available within the office who possesses the qualifications of a Rail Traffic Controller. Local arrangements will be made by the Company's Officer in charge and the accredited representative to prevent such delays.
- 10.6 Exchange of shifts in the same office for short periods of time may be made when justified, but only with the approval of the Manager RTC or his/her designate.
- 10.7 In the event of any change of 1 hour or more in the assigned hours of duty of a regular position, the incumbent will be provided not less than 48 hours notice of such change.
- 10.8 Unassigned and Spare RTCs not otherwise assigned to a working vacancy will be assigned a Calling Window for duty. Two separate windows will be established to provide for

coverage of shifts. Calling Windows will be awarded based upon the needs of the business and the qualifications. When all else is equal, the pre-bid will govern. The Company and Union will work together to ensure that each Calling Window is properly staffed. Employees assigned a Calling Window must be available for all shifts during the two week period save their assigned day(s) off.

Each Office will establish the time lines for their Calling Windows in consultation with the Local Chair. The Company and Union will agree if an RTC is required to be moved to a different Window. (i.e. to gain experience)

This arrangement will be implemented when staffing levels are sufficient to enable the Company to fill the necessary positions.

10.9 Injured on Duty

An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for the employee's 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 the employee's full shift.

ARTICLE 11

REST DAYS

11.1 Rest days of the desk assignments, including the Utility and Lunch Relief positions, are subject to change in accordance with the requirements of the service and not less than 72 hours notice shall be given to the employees affected.

11.2 If, owing to such change in rest days off duty, an employee is required by the Company to work more than 5 days per week, the employee will be paid overtime at the rate of time and one-half for such days.

11.3 The rest days shall be consecutive as far as is possible, consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday.

11.4 In any dispute as to the necessity of departing from the pattern of 2 consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

11.5 Unassigned RTCs not working a vacancy shall be provided with a guaranteed assigned

rest day. The determination of this day will be through the analysis of ad-hoc book offs.

Guaranteed assigned day(s) off will be awarded through the pre-bid system subject to staffing numbers and qualifications of the RTCs. Once a Guaranteed Assigned Rest Day has been scheduled, it will not be changed.

While every effort will be made to award an RTC his or her second day off in conjunction with his or her Guaranteed Assigned Day Off, the Company may schedule non-consecutive rest days. The non-guaranteed rest day may be moved to meet the needs of the business.

When moving the non-guaranteed day off, at a minimum, notice must be provided to the employee on the preceding working day either during the employee's Calling Window if not working on that day, or if working, prior to the end of their shift.

The Company will provide as much notice as possible when moving the non-guaranteed day off.

The Company may request that an RTC work his or her Assigned Day Off. The RTC shall not be penalized should he or she elect not to work on his or her day off. If the employee accepts this offer of work, he or she shall be paid at overtime rates.

This arrangement will be implemented based on local requirements and provided sufficient staffing levels are available.

11.6 Accumulation of Rest Days

On positions where it is not reasonably practical to provide regular relief each week, 1 rest day for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed 5 days, and rest days so accumulated shall be allowed consecutively when 5 days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between the Officers of the Company and Union. Positions on which rest days are to be accumulated shall be so bulletined.

11.7 Non-Consecutive Rest Days

- a) In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees, the following procedure shall be followed:
 - 1) All possible regular relief positions shall be established pursuant to Article 15.1.
 - 2) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.

- 3) Accumulation of rest days under Article 11.6 shall be considered.
- 4) 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.
- 5) If the foregoing does not solve the problem, then some of the relief or extra employees may be given nonconsecutive rest days.
- 6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of 5 days per week, the number of regular assignments necessary to avoid this may be made with 2 non-consecutive days off.
- 7) The least desirable solution of the problem would be to work some regular employees on the 6th or 7th days at overtime rate and thus withhold work from additional relief employees.

11.8 In naming the assigned rest days where the hours of an assignment overlap at midnight and partially cover 2 calendar days, the calendar name of the day on which the assignment commences shall be used to determine the name of the day assigned; and the continuous 24-hour period as from the starting minute of the commencement hour of the assignment shall be substituted for such calendar day.

Example: Sunday, July 6th, is an assigned rest day. The assignment commencing at 0001, 0800, 1600 or 2330 on Sunday, July 6th would be the assigned rest day. The name given to the assigned rest day must coincide with the name of the calendar day upon which the assigned hours of duty commence.

11.9 Employees will not be required to work more than five consecutive days in a row unless changing assignments through the exercise of seniority or as a result of an emergency situation.

ARTICLE 12

GENERAL HOLIDAYS

12.1 An employee who qualifies in accordance with Article 12.3 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.

New Year's Day
Family Day as observed in Alberta
Good Friday
Victoria Day

Canada Day
Civic Holiday (first Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

12.2 If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the parties signatory to the Master Agreement dated May 24, 1974 will substitute such holiday therefore in that province or part thereof. If such parties signatory to the Master Agreement dated May 24, 1974 fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.

12.3 In order to qualify for pay for any one of the holidays specified in Article 12.1, an employee:

- a) Must be available for duty on such holiday if it occurs on one of the employee's 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 96 hours, except for unforeseen circumstances, in which case the employee will be notified not later than the completion of the employee's shift immediately preceding such holiday that the employee's services will be required;

As part of the vacation application process outlined in Article 15.16, employees who have General Holidays within their Annual Vacation dates will be required to submit a request if they want their General Holidays moved to the start of their Annual Vacation. Requests will be reviewed based on operational and staffing requirements and, if approved, will be offered in seniority order.

12.4 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 12.1 will receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

12.5 An employee qualified under Article 12.3 and who is not required to work on a general holiday shall be paid at the straight time rate of the employee's regular assignment.

12.6 An unassigned or spare employee qualified under Article 12.3 and who is not required to work on a general holiday shall be paid 8 hours' pay at the straight time rate applicable to the position in which such employee's last tour of duty was worked prior to the general holiday.

- 12.7 An employee qualified under Article 12.3 and who is required to work on a general holiday shall be paid, in addition to the pay provided in Articles 12.5 or 12.6 at a rate equal to one and one-half the employee's regular rate of wages for the actual hours worked by the employee on that holiday with a minimum of 3 hours for which 3 hours service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.
- 12.8 Shifts or tours of duty commencing between 0001 and 2359, inclusive, on the general holiday, shall be considered as work on that holiday.

ARTICLE 13

ANNUAL VACATION

- 13.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 13.2 hereof, shall be allowed one working day vacation with pay for each 25 days cumulative compensated service, or major portion thereof, during the current calendar year, with a maximum of 10 working days until qualifying for further vacation under Article 13.2.

For clarity, during the first year of service, an employee shall have their vacation entitlement pro-rated as follows:

Example #1 - An employee hired on January 1st is expected to accumulate 250 days of cumulative compensated service and shall be entitled to 10 days of annual vacation during their first year of cumulative compensated service (250 days/25 days = 10 days, they are entitled to the 10 day maximum of annual vacation).

Example #2 - An employee hired on July 1st is expected to accumulate 125 days of cumulative compensated service and shall be entitled to 5 days of annual vacation during his/her first year of cumulative compensated service (125 days/25 days = 5 days, s/he is entitled to the 5 days of annual vacation).

Example #3 - An employee hired on October 17th is expected to accumulate 54 days of cumulative compensated service and shall be entitled to 2 days of annual vacation during their first year of cumulative compensated service (54 days/25 = 2.16 Days, they are entitled to 2 days of annual vacation).

- 13.2 An employee who, in the year they will attain a continuous employment relationship of at least 3 years, and who is expected to have completed at least 750 days cumulative compensated service, shall have vacation scheduled on the basis of one working days vacation with pay for each 16 2/3 days of cumulative compensated service, or major portion thereof, during the current calendar year, with a maximum of 15 working days;

in subsequent years, the employee will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.3.

In the event, at the end of the calendar year, the employee fails to meet the criteria for incremental vacation entitlement noted herein, the reconciliation referred to in Article 13.13 will be done in accordance with annual vacation entitlement as defined by Article 13.1.

13.3 An employee who, in the year they will attain a continuous employment relationship of at least 10 years, and who is expected to have completed at least 2,500 days cumulative compensated service, shall have vacation scheduled on the basis of one working days vacation with pay for each 12-1/2 days of cumulative compensated service, or major portion thereof, during the current calendar year, with a maximum of 20 working days; in subsequent years, the employee will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.4.

In the event, at the end of the calendar year, the employee fails to meet the criteria for incremental vacation entitlement noted herein, the reconciliation referred to in Article 13.13 will be done in accordance with annual vacation entitlement as defined by Article 13.2.

13.4 An employee who, in the year they will attain a continuous employment relationship of at least 18 years, and who is expected to have completed at least 4,500 days cumulative compensated service, shall have vacation scheduled on the basis of one working days vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the current calendar year, with a maximum of 25 working days; in subsequent years, the employee will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 13.5.

In the event, at the end of the calendar year, the employee fails to meet the criteria for incremental vacation entitlement noted herein, the reconciliation referred to in Article 13.13 will be done in accordance with annual vacation entitlement as defined by Article 13.3.

13.5 An employee who, in the year they will attain a continuous employment relationship of at least 28 years, and who is expected to have completed at least 7,000 days cumulative compensated service, shall have vacation scheduled on the basis of one working days vacation with pay for each 8 1/3 days of cumulative compensated service, or major portion thereof, during the current calendar year, with a maximum of 30 working days.

In the event, at the end of the calendar year, the employee fails to meet the criteria for incremental vacation entitlement noted herein, the reconciliation referred to in Article 13.13 will be done in accordance with annual vacation entitlement as defined by Article 13.4.

In the application of Article 13.5 the Company will have the option of:

- a) Scheduling an employee for 5 weeks vacation with the employee being paid for the 6th week at straight time rates; or
- b) Splitting the vacation on the basis of 5 weeks and 1 week.

- 13.6 A year's service is defined as 250 days of cumulative compensated service.
- 13.7 In computing service under Articles 13.1 to 13.5 inclusive, days worked in any position covered by similar vacation agreements will be accumulated for the purpose of qualifying for vacation with pay.
- 13.8 Provided an employee renders compensated working service in any calendar year, time off duty, account illness, injury, maternity and parental 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.
- 13.9 Employees who, while on annual vacation, becomes ill or is injured, shall have the right to temporarily terminate their 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 vacation if within the employee's scheduled dates.
- 13.10 An employee who, due to sickness or injury, is unable to take or complete annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 13.11 An employee returning from authorized leave or being held from service and/or suspended, whose annual vacation was impacted will have the following options to take their previously approved annual vacation.
- a) Take their annual vacation prior to returning to work and adjacent to their leave or being held from service and/or suspension.
 - b) Bid an open slot in the Annual Vacation Exchange upon their return to active service. If no slots are available, schedule it as may be mutually agreed upon by the Company and the authorized Union Representative.
 - c) Have their Annual Vacation paid out equal to the time missed while on leave.
- 13.12 If it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, the employee shall be given at least 15 working days' advance notice and will be paid at the rate of time and one-half the employee's regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which the employee is entitled will be granted at a mutually agreed upon later date. This Article 13.11 does not apply where rescheduling is a result of an employee exercising seniority to a position covered by another vacation schedule.

- 13.13 An employee terminating employment for any reason at a time when an unused period of vacation with pay stands to the employee's credit shall be allowed vacation calculated to the date of the employee leaving the service, as provided for in Articles 13.1 to 13.5 inclusive, and, if not granted, shall be allowed pay in lieu thereof.
- 13.14 An employee who took annual vacation, who is subsequently laid off, resigns or where the employment relationship is otherwise severed, may not have earned the annual vacation they have taken. This may also apply to employees who are on leave, off sick etc.
- In such circumstances, the Company will make the appropriate deductions from outstanding wages as required.
- 13.15 An employee who is laid off shall be paid for any vacation due the employee 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 the employee at the beginning of the following calendar year.
- 13.16 An individual who leaves the service voluntarily, or who is dismissed for cause and not reinstated in the employee's former standing within 2 years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 13.1.
- 13.17 The Annual Vacation entitlement including accrued vacation will be conducted, as follows:
- a) The total number of active RTC employees effective October 1st will have their accrued vacation and following year's vacation entitlement summed then divided by forty eight (48) weeks. The result will be the total allowable vacation slots to be taken at any one time.
 - b) Should the calculation result in a fractional number of weeks, the number will be adjusted to the nearest whole number, up or down.
 - c) Additional slots may be added per week to address work/life balance provisions, as deemed necessary by the Company.
- 13.18 Following the completion and publication of the annual vacation schedule, the Annual Vacation Exchange will begin and re-occur every 2 weeks and the following will apply:
- a) Employees will be able to bid the open slots available or to arrange trades with their annual vacation, accrued vacation or ILO.
 - b) If there are more employees bidding a week than there are open slots, a lottery will be

used to award the open slot(s) for that week.

- c) At the time the Company becomes aware that the total number of open slots will not be available for bid due to operational issues, the Company will notify the Union and the parties will meet to review and discuss options for reallocating/rescheduling the affected slots prior to the next exchange.

13.19 Application for vacation filed prior to December 1 of the previous year will be given preference in order of the date entered service in a position in the bargaining unit of applicant and applicant will be advised in January of the dates allotted them, except that where possible an employee will be given 45 days advance notice of the dates allotted.

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

13.21 Agreed upon interpretations of Article 13:

- a) Laid off employees who are required to perform intermittent service shall not have time deducted from vacation entitlement for the short periods not actually worked. Employees who do not perform any service for 90 days or more shall not have such time counted as continuous;

13.22 Additional vacation slots may be added based on adjusted staffing levels, such as new RTCs following qualification, anytime during the year and would be awarded via the vacation exchange process.

13.23 To ensure flexibility and the ability to modify the vacation awarding process based on changing employee demands, the Union and Company may make mutually agreed upon modifications to the process as required prior to the next year's vacation bidding.

ARTICLE 14

OVERTIME AND CALLS

14.1 Except as otherwise provided, time in excess of 8 hours' service shall be considered overtime and shall be paid on the actual minute basis at the rate of time and one half.

14.2 Work in excess of 40 straight-time hours, or 5 days in any work week shall be considered overtime and paid at the rate of time and one half time, except where such work is performed by an employee due to moving from one assignment to another other than at the order of the Company.

14.3 There shall be no overtime on overtime, neither shall overtime hours paid for, other than

hours not in excess of 8 paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending Court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

14.4 Employees assigned, notified or called to work on their regularly assigned rest days shall be paid at the rate of time and one-half time with a minimum allowance of 3 hours, for which 3 hours service may be required.

14.5 For calls outside of regularly assigned hours of duty on regular working days, but within 1 hour before regularly assigned starting time, a minimum of 1 hour at time and one-half time shall be allowed for 1 hour's service or less.

14.6 Except as otherwise provided, employees notified or called to perform work not continuous with before or after the regularly assigned hours of duty shall be allowed call in pay of 3 hours at overtime rates, and if held on duty in excess of 3 hours, time and one-half time shall be allowed on the actual minute basis.

14.7 Where work is required by the Company to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week. In all other cases by regular employee.

14.8 In the assignment of overtime and in the working of overtime the following rules will apply:

- a) Where it is necessary to fill a temporary vacancy or an extra position on an overtime basis due to no employee being available to work at the straight time rate, the regular employees shall have preference to this work on the basis of Clauses 14.8(b), 14.8(c) and 14.8(d) hereof.
- b) Such overtime work shall be divided as equally as possible among those employees who signify in writing to the Manager RTC or his/her designate that they will be available for all such work and, as far as practicable, such employees shall be called on a rotating basis.

A list of employees on each division, who have signified in writing that they are available for overtime work, will be posted once per year, and will be open for correction by any employee for a period of 30 days from the date of posting. Employees wishing to be included on the overtime list will apply, in writing, to the Manager RTC or his/her designate and an employee who no longer wishes to work overtime, may have their name removed from the list upon serving 3 days written notice.

An employee who is on an unpaid leave (i.e. is sick) may place their name on a Short

Hours List. Once on this list, the employee will be called to fill vacancies before the RTCs on the Overtime List are called. An employee may only be on this list until the RTC recoups the equivalent hours of unpaid leave for that averaging period (i.e. if an employee misses two shifts – 16 hours – they will remain on the Short Hours List until they have worked the equivalent of 16 hours either through working additional shifts or working prior to/after their regularly scheduled shift).

Employees will be placed on this list in seniority order and called in a rotation to ensure the fair distribution of shifts. RTCs will be called for shifts provided they do not interfere with their regular schedule. To ensure that this list is used as intended, the parties may make modifications or other arrangements as mutually agreed.

- c) The division of overtime work shall, as far as practicable, be arranged so as not to interfere with a regular employee's scheduled hours of work and so as to allow sufficient rest between tours of duty. This may be accomplished, for example, by using two employees to work 4 hours each.

If unable to fill an entire 8 hour shift from the overtime list then:

- 1) Fill the first 4 hours from employees at work who are on the overtime list,
 - 2) Fill the first 4 hours from employees at work who aren't on the overtime list, (junior must/senior may)
 - 3) Fill the last 4 hours from employees on the next shift who are on the overtime list,
 - 4) Fill the last 4 hours from employees on the next shift who aren't on the overtime list.
- d) An employee who is not available when called shall no longer participate in this arrangement unless the employee can produce satisfactory reason for the employee's non-availability.
 - e) In an RTC Centre where there are 2 or more Rail Traffic Controllers' positions on the same shift, and one or more such positions are cancelled on a general holiday, the work to be performed by the remaining position or positions on such holiday shift shall be divided as equally as possible among those Rail Traffic Controllers who are normally assigned to work, subject to the principles outlined in Clauses 14.8(b) and 14.8(d) above.
 - f) The above does not excuse an employee from working overtime when the employee is ordered by the Company to do so.
 - g) Employees may elect time off for overtime in lieu of payment at time and one-half. A maximum of 40 accumulated straight time hours may be taken as time off in any given instance. While the accumulation and taking time in lieu of payment at the overtime rate must be mutually agreed to between the Supervisors and employees,

the final determination will be at the discretion of the Supervisors according to the requirement of the service, and may extend past being allowed 40 hours off in lieu, if staff is available. Any banked time in excess of 48 hours will be paid out by the Company as of April 30th of each year.

- 14.9 The exercise of seniority rights shall not involve the Company in the payment of any overtime as a consequence of an employee working in excess of 8 hours within 24 hours, unless directed by the Company.

14.10 FORCED OVERTIME

RTC's cannot be forced to work in excess of 48 hours in a work week. An RTC already having performed 8 hours of overtime cannot be forced to accept more overtime.

When an RTC has worked or has committed to work 8 hours of overtime (forced or voluntary) in his or her workweek, the next junior RTC will be forced to cover the ad-hoc vacancy.

Note: An assigned RTC's work week begins the first rest day of their assignment. Unassigned RTC's (Permanent-Unassigned, Temporary Unassigned or Spare) work week starts on a Friday and ends the following Thursday.

RTC's who have worked 16 of the last 24 hours (I.E. Short changes) cannot be forced. If this occurs the next junior RTC will be forced.

RTC's who accept to work overtime on an assigned rest day cannot be forced to work additional overtime should a subsequent vacancy occur that day. If this occurs, the next junior RTC will be forced.

RTC's who accept an overtime call on a specific desk will not be forced (re-assigned) to work another assignment other than the one they were originally called for.

ARTICLE 15

REGULAR RELIEF ASSIGNMENTS AND RELIEF WORK

- 15.1 All possible regular relief assignments with 5 days' work per week and 2 consecutive rest days (subject to Article 11.6) 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 within the same classification or as mutually agreed between the Company and the Local Chairperson.

- 15.2 Regular swing 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.

15.3 When the consist of a swing assignment is changed, the swing position shall not be re-bulletined unless more than 50 per cent of the shifts previously relieved are affected, except as may be mutually agreed between the Officers of the Company and the General Chairperson.

ARTICLE 16

BULLETINS AND APPOINTMENTS

16.1 All vacancies known to be in excess of 60 days shall be bulletined as a permanent vacancy. Unless an employee has been permanently promoted under the provisions of Article 6, when returning to the bargaining unit after an absence in excess of 60 days, the employee will revert back to the last position held prior to their absence, or to a position secured under Bid under 16.3(a).

Note: In the event that a position is abolished while the previous incumbent is absent from the position in excess of 60 days under the provisions of this article, then the employee returning to the ranks will displace any junior employee holding a permanent RTC position.

16.2 When vacancies are bulletined, the bulletins shall be numbered consecutively each year and shall state whether permanent or temporary and the rate of compensation. Applications for vacancies must be filed within 10 calendar days from the date of bulletin.

16.3 An employee on authorized leave, vacation, sick leave, maternity leave, parental leave, or whose position has been bulletined under Article 16.1, when a vacancy occurs, will not be prevented from claiming the appointment, if entitled to it, provided that such claim is made within 5 calendar days from the date of the return to service. In order to claim the vacancy, there must be a minimum of five (5) working days remaining in the vacancy. The Manager RTC or their designate will advise the employees' Local Chairperson of all vacancies and of the appointments made.

a) All vacant positions of a permanent basis shall be bulletined as a permanent position. Employees who are not on any leave as defined in 16.3 and remain in the workplace, but outside the bargaining unit in a temporary position shall be required to bid those positions as they arise in order to claim the position upon their return to the bargaining unit. Failure to do so will preclude the employee from claiming the position upon their return to the bargaining unit.

For clarification, positions to be bulletined as a Permanent Position under article 16.3(a) are those positions which are vacant for the following reasons:

- Retirement

- Resignation
- Promotion to a Permanent Position
- Dismissal/Record Closure
- Death
- Creation of a New Job
- Vacancy created by an RTC leaving their permanent position as a result of being awarded a Permanent Position due to the reason above.

16.4 Employees applying for a position advertised, if they so desire, shall cancel their applications, prior to the close of the bulletin advertising the vacancy. Should the senior applicant withdraw or not receive the appointment, the next senior qualified applicant who has not withdrawn will then be appointed without another bulletin being issued advertising the vacancy.

- a) An employee who has secured a position by bulletin, and who does not withdraw, cannot bid in their former position until it becomes vacant a second time. Once an application for a position advertised has been withdrawn, the withdrawal cannot be cancelled.
- b) A vacancy will be filled within 30 calendar days after the closing date of bulletin advertising the vacancy by appointment of the employee entitled to it.
- c) In the filling of a vacancy, the Company shall determine which positions have a bilingual/regulatory requirement for safety reasons and this shall constitute a bona fide occupational requirement in the awarding of the positions.

16.5 Bargaining Unit employees will be given preference in filling vacancies or openings on extensions or new lines of the seniority district.

16.6 Rail Traffic Controllers will have the exclusive right to all positions incorporated in the accompanying wage schedule. They shall also have the exclusive rights to any new positions created by the construction of new lines or by the absorption of other lines when vacancies in such positions occur. When newly constructed lines are taken over by the Company, all positions will be considered vacant, and bulletined in accordance with this Article 16.

ARTICLE 17

AWAY-FROM-HOME AND MILEAGE ALLOWANCE

17.1 In circumstances where employees are away from the employee's RTC Centre, the employee shall be reimbursed, for all such actual and reasonable away from home expenses the employee incurs for meals and lodging. This is based on the understanding that employees may elect to stay at hotels/motels rather than utilize bunkhouse facilities. Prior approval from an authorized Company officer must be secured before

making any arrangements for lodging. In the application of this Article, the Company is willing to review exceptional circumstances. With respect to meal expenses, an employee may elect to receive a daily meal allowance of up to \$25.00 for each full day, in which case no receipts will be required.

17.2 If an employee desires to travel by the employee's automobile between the employee's work point and the employee's RTC Centre, the employee may do so when authorized by the Company Officer in charge, providing the cost to the Company is no greater than it would otherwise have been under the provisions of 17.1. Actual and reasonable expenses incurred for meals taken away from the employee's RTC Centre will also be reimbursed to the employee who is authorized to use the employee's automobile provided for in this Article.

Effective September 1, 2014 reimbursement for use of the employee's automobile will be at the rate of 37 cents per kilometer.

17.3 If an employee elects to travel by bus or other public transportation, the employee will be permitted to do so providing the employee is so authorized by the Company Officer in charge and under the same conditions with respect to meals as applies under Article 17.2.

17.4 If an employee is authorized by the Company Officer in charge to utilize the employee's automobile to travel from one location to another, such employee shall, except as otherwise provided in this Article 17.1, be reimbursed at the rate provided for in Article 17.2 via the shortest distance between one point and the other.

ARTICLE 18

WORK RULES

18.1 The Company and the Union recognize that the majority of various positions today, in almost every department, contain inherent duties that were at one time considered clerical in nature. In this regard we recognize that there may be times that clerical type activities may be viewed as interfering with the role of dispatching trains. When this occurs, it is incumbent upon the affected employee to review the workload with the Supervisor on duty and if it is determined that the clerical type duties are affecting the dispatch of trains, the Supervisor can make a determination on how these duties will be handled for the shift in question.

ARTICLE 19

ASSISTANCE FOR EMPLOYEES WHEN OVERWORKED

19.1 If an employee considers that the employee is overtaxed, the employee's statement to that effect to the proper Officer will be carefully considered and, if well founded, relief

will be granted.

- 19.2 At points where it is claimed Rail Traffic Controllers are overworked or kept on duty an excessive length of time, upon furnishing particulars, the designated Company Officer will be instructed to go there and look into the conditions with the General Chairperson, or with any representative the latter may select, and if they jointly recommend any change in conditions, it will be arranged.

ARTICLE 20

LOSS OF WAGES IN EMERGENT SITUATIONS

- 20.1 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 who arrive late for their assignments, but report prior to the midpoint of their tour of duty, will be paid for the day, provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after midpoint of their tour of duty will be paid one-half day.

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

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

ARTICLE 21

LEAVE OF ABSENCE

- 21.1 Employees will be granted a leave of absence not exceeding 2 working days to attend Union meetings providing such leave will not interfere with the requirements of the traffic and the service, and providing that the Company is not thereby put to additional expense.

- 21.2 Union Officers shall be granted leave of absence for the purposes of attending to Union business, including acting as a representative at a Company investigation of a member of the bargaining unit subject to a proper request to the appropriate Company Officer and to the demands of the service.

- 21.3 If an employee receives consent from the Company to leave the service for a period of 6 months or less, the employee may retain the employee's position for that period. If the employee's leave of absence is extended beyond 6 months, the employee's position will be bulletined vacant at once and the employee may retain seniority for an additional 6 months, after which the employee loses all rights. Employees must not exercise their seniority on vacancies while on such leave of absence. This is not intended to apply to cases of sickness and/or disability.
- 21.4 When granted leave of absence, a RTC shall be relieved of the obligations outlined in Article 4 for the duration of the leave of absence.
- 21.5 Employees appointed to Provincial or Federal Government positions shall come within the scope of this Article if leave of absence is approved by the Senior Transportation Officer and concurred in by the Local Chairperson, except that leave of absence shall be limited to 1 year unless extended from year to year by mutual agreement between the Senior Transportation Officer and the Local Chairperson. Employees granted this protection will not be eligible to exercise their seniority while so protected.
- 21.6 Compassionate Leave shall be afforded under the following conditions:
1. A maximum period of leave of three (3) months duration.
 2. Payment in the form of a repayable loan to the employee of the equivalent of 5 basic days at the employee's applicable rate for each week of personal leave or equivalent number of days under a Job Share or Phased Retirement.
 3. Re-payment of loan at a minimum 10% of gross earnings. Full payment must be made over a period of no longer than two (2) years.
 4. A guarantee that such loan will be repaid in the event of the employee's death, dismissal, resignation or separation/retirement. (An employee must sign an appropriate document outlining these terms).
 5. A ceiling on the number of employees on personal leave at any one time. (This will be determined by the Company).
 6. Applications for such personal leave to be made through the TCRC.
 7. Such personal leave to be subject to approval by the Senior Labour Relations Officer.

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

ARTICLE 22

JURY DUTY

- 22.1 An employee who is summoned for jury duty and is required to lose time from the employee's assignment as a result thereof, shall be paid for actual time lost with a maximum of 1 basic day's pay at the straight time rate of the employee's position for each day lost, less the amount allowed the employee for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:
- a) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - b) The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
 - c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted vacation dates will not be required to change vacation dates because the employee is called for jury duty.
 - d) Notwithstanding the provisions of Article 22.1(c), if an employee so elects, the employee's annual vacation will be rescheduled if it would otherwise coincide with jury duty of such employee.

ARTICLE 23

ATTENDING COURT

- 23.1 Employees attending Court or investigation at the request of the proper Officer of the Company will have their actual reasonable expenses paid by the Company in addition to their schedule wages. Any fees accruing to the employee will be assigned to the Company.
- 23.2 When employees are called as witnesses in Court by the Company or before a Coroner's inquest in a case in which the Company is concerned, whether or not the calls as witnesses before Coroner's inquests are committed through the Company, they will be compensated to the extent of wages which they would have earned except for their absence as a result of such calls, and in addition they will be allowed reasonable expenses incurred if required to be away-from-home.
- If employees are not detained from duty, payment of wages is not required but employees will be reimbursed for any reasonable expenses incurred.

ARTICLE 24

BEREAVEMENT LEAVE

24.1 Upon the death of an employee's spouse*, child, parent, brother, sister, or step-child, the employee shall be entitled to five days' bereavement leave without loss of pay provided s/he has not less than three months' cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his/her 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.

24.2 a) Upon the death of an employee's grandchild, a grandparent of the employee, the father or mother of the spouse or common-law parent of the father or mother and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides shall be entitled to five days' bereavement leave of which three days will be without loss of pay provided s/he has not less than three months' cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

Note: Common Law Partner means a person who has been cohabitating with an individual in a conjugal relationship for at least one year, or who had been so cohabitating with the individual for at least one year immediately before the individual's death

b) Upon the death of an employee's step grandchild, stepparent, stepbrother, stepsister, the employee shall be entitled to three days' bereavement leave without loss of pay provided s/he has not less than three months' cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

24.3 The employee shall be entitled to suspend annual vacation during the bereavement leave period.

ARTICLE 25

DENTAL PLAN AND EXTENDED HEALTH AND VISION CARE PLAN

25.1 Dental Plan

The Dental Plan shall be the Plan which applies to Canadian Pacific Railway Company Non-Operating employees as described in the Dental Plan Agreement dated June 30, 1989, plus any and all subsequent amendments made thereto.

25.2 Extended Health and Vision Care Plan

The Extended Health and Vision Care Plan shall be the Plan which applies to Canadian Pacific Railway Company Non-Operating employees as described in the EHCP Agreement dated June 30, 1989, plus any and all subsequent amendments made thereto.

ARTICLE 26

LIFE INSURANCE UPON RETIREMENT

26.1 An employee who retires from the service of the Company will, provided the employee is 55 years of age or over and has not less than 10 years' cumulative compensated service, be entitled, upon retirement, to a \$7,000 life insurance policy, fully paid up by the Company.

ARTICLE 27

EMPLOYEE BENEFIT PLAN

27.1 The Employee Benefit Plan shall be the Plan which applies to Canadian Pacific Railway Company Non-Operating employees as described in the Supplemental Agreement of March 20, 1975, plus any and all subsequent amendments made thereto.

ARTICLE 28

TRANSLATION AND PRINTING OF AGREEMENT

28.1 The Company, where necessary, will undertake the translation of this Collective Agreement into French.

28.2 The Company will undertake the responsibility for the printing of the 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 29

DEDUCTION OF DUES

- 29.1 The Company shall deduct on the payroll for the pay period containing 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 Union. Employees promoted to supervisory positions who desire to retain and accumulate seniority shall have an honorarium equal to 75% of the uniform monthly Union dues of the Union, deducted on the payroll for the pay period containing the 24th day of each month from wages due and payable to such employees. The deductions referred to in this provision are subject to the conditions and exceptions set forth hereunder.
- 29.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the applicable agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Union on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 29.3 Deductions for new employees shall commence on the first pay period which contains the 24th of the month after the date of first service in a position covered by this Collective Agreement.
- 29.4 If the wages of an employee payable on the pay period which contains the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to the employee on the designated pay period carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 29.5 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 Union 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.
- 29.6 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 29.7 The amounts of dues so deducted from wages accompanied by a statement of

deductions from individuals shall be remitted by the Company to the Officer or Officers of the Union as may be mutually agreed by the Company and the Union, not later than 40 calendar days following the pay period in which the deductions are made.

- 29.8 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company'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 Union.
- 29.9 The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.
- 29.10 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 29.1 all parties shall cooperate 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 Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 30 DISCIPLINE

- 30.1 Where employees are consistently having difficulty in meeting objective performance standards, the Company may, in lieu of using the traditional formal disciplinary process, use the process outlined below to address the concerns:

a) Informal Counseling:

The Manager will counsel the employee privately on an informal basis. No documentation of the Informal Counseling will be placed on the employee's personal file. The purpose of Informal Counseling is to make the employee aware that the performance or behaviour is not meeting generally accepted standards, and ensure that the employee understands how to properly perform the task, and/or knows what is expected of him/her.

b) Positive Action Plan (PAP):

In the event that Informal Counseling does not address the problem or does not apply, the parties may develop a PAP. This process will include a conversation/analysis with the employee to attempt to identify the cause of the difficulty and then develop an Action Plan to address the cause.

The PAP will include:

- 1) A description of the area of performance or behaviour requiring improvement
- 2) Specific steps the employee must take to correct the situation
- 3) Date of the discussion and expected timelines for improvement
- 4) 4) The provisions for regular assessments
- 5) The consequences of failure to correct the problem

The employee may elect to have the Local Chair or accredited representative participate in this process. The Manager and the employee will sign the plan. A copy of the plan will be placed on the employee's personal file. The employee will receive a copy of the PAP as will the duly authorized local representative. If the employee refuses to participate in the PAP, the traditional formal process will be used.

30.2 Informal Handling

- a) The service record of the employee warranting, for the first offence of a minor nature the case may be handled in the following manner:
 - 1) 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.
 - 2) A record of the incident will be placed on the employee's file and a copy of same given to the employee.
 - 3) 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 offenses take place within a 1-year period.
 - 4) The existence of this record on an employee's file will not be used at arbitration by either party if repeat offenses do not take place within 1 year.

30.3 Admission of Responsibility

- a) Where an employee admits responsibility for an incident and the employee chooses to waive the right to a formal investigation provided for in the Collective Agreement, discipline may be assessed without the need for such investigation. Such discipline, at the discretion

of the Company, may be up to a 10 working day suspension or up to 15 demerits.

- b) Prior to accepting the admission of responsibility, the employee will be informed of the discipline to be assessed and will be given 48 hours to review. The intent of the 48 hours is to provide the employee an opportunity to review with the Union representative should they so desire. 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. The duly authorized local representative will be supplied a copy of the Admission of Responsibility form.
- c) Discipline will be issued within 20 calendar days of the interview.
- d) No written record of the proceedings will be kept except for the discipline itself and the employee's written concurrence that they wish to forego the formal investigation and admit responsibility.
- e) By accepting the procedure provided for in this Article, the employee waives the right to grieve the discipline assessed under the provisions of the Collective Agreement.

30.4 Deferred Discipline

- a) The Company may assess deferred discipline where deemed appropriate. This deferral period may be for a period of up to 1 year.
- b) When deferred discipline is assessed, the discipline will be added to the employee's file; however, the suspension will not actually be served.
- c) If, during the period of deferral, the employee is assessed further discipline, the deferred discipline may be triggered in addition to the current discipline assessed.
- d) If the employee remains discipline free for the period of deferral, the disciplinary incident will remain on the employee's file but will not be triggered by subsequent discipline.

30.5 The duly authorized local representative(s) as determined by the Union will be supplied a copy of any deferred assessment of discipline or assessment of discipline, and employees discipline records when requested.

ARTICLE 31 LOCAL RULES

31.1 Rules necessary to meet local conditions and consistent with the provisions of this Collective

Agreement may be negotiated and made effective, subject in each case to the approval of the General Chairperson of the Union and the Manager, Labour Relations.

31.2 Unless otherwise specified in such rules(s), the following cancellation clause will apply:

This agreement is made on a without precedent or prejudice basis. Should an issue(s) be identified, either party may serve a 30-day cancellation notice. The local parties will meet within 7 days of receipt of this notice to discuss the issue(s).

ARTICLE 32

INVESTIGATIONS, GRIEVANCE PROCEDURE AND ARBITRATION

32.1 Investigations

- a) No employee shall be suspended, discharged or disciplined until the employee's case has first been investigated and the employee has been found guilty of the offence charged against the employee.

Employees will not be held out of service pending investigation unless:

- 1) The circumstances of the incident are such that there is reason to believe that employees' continued performance on the job could constitute a hazard to themselves, other persons or the operations;
 - 2) The offence with which charged is of a nature which could result in suspension or dismissal;
 - 3) It is essential to carrying out the investigation.
- b) An employee and their duly authorized representative is to be given a minimum advance notice of 48 hours of an investigation. Such notice shall be in writing. At the request of the Local Chairperson or Company Officer and upon concurrence, the advance notice of 48 hours may be reduced. If the employee so wishes, the employee may have the assistance of an accredited representative of the Union who may be present at the examination of all witnesses. This does not preclude the accredited representative to have the assistance of another employee present to provide advice to the employee or the accredited representative. Upon request, the employee shall be furnished with a copy of the employee's own statement and copies of other evidence taken at the investigation.
 - c) Upon request, an employee and their duly authorized representative will be provided with the available documents that will be introduced in the investigation, 24 hours prior to the scheduled start of the hearing. In the event that the material is not available within this time frame, failure to provide the material in advance will not procedurally invalidate the investigation.
 - d) Except as otherwise provided in Article 32.1(e) a decision shall be rendered as quickly as possible but within 28 days of the date the investigation is completed, i.e., the date the last statement in connection with the investigation is taken except as otherwise mutually

agreed.

- e) Employees who are held out of service while under investigation, except in cases where the offence with which charged is of a nature which results in suspension or dismissal, will be paid for any loss of regular earnings.

Suspension or dismissal will commence from the date employees are removed from service.

Note: As example for the above:

- If an employee is held from service on August 1st and on August 6th an employee is assessed with 10 demerits, the employee will be compensated for lost wages for all time held from service.
- If an employee is held from service on August 1st and on August 6th an employee is assessed with a 5-day suspension; the employee will be compensated for lost wages for time held from service on August 6th.

- f) When an employee is suspended, the employee and their duly authorized representative will be notified in a timely manner, in writing, of the reasons.

Failure on the part of the Company to provide this notice as described above will not procedurally invalidate this suspension or the subsequent investigation.

- g) If the employee is found blameless in the matter under investigation the employee will be paid at schedule rate for the time lost less any earnings derived from outside employment during the period so compensated; if the investigation was away-from-home, the employee shall be reimbursed for reasonable travel expenses upon presenting receipts.

32.2 Grievance Procedure

- a) Should any employee covered by this agreement feel that the employee has a grievance with respect to the meaning, interpretation or alleged violation of the provisions of this Agreement, or that the employee has been unjustly dealt with in respect thereof, the employee may deal with the matter in the following manner:

In the case of discipline, an appeal in writing may be made, commencing with Step 2 of the grievance procedure, within 60 calendar days from the date the employee is advised of such decision.

Step 1

The employee or the Local Chairperson may, within 30 calendar days from the date of the alleged grievance progress the matter to the designated Company Officer, giving his reasons for the appeal in writing. If progressed by the employee, the employee will provide the Local

Chairperson with a copy of the grievance. The designated Company Officer, shall within 30 calendar days from date of receipt of the grievance, have a formal consultation with the Local Chairperson pertaining to the grievance. Following the consultation, the designated Company Officer will render a decision in writing within the aforementioned 30 days.

Step 2

If the grievance is not settled at Step 1, the General Chairperson may, within 60 calendar days following the receipt of the decision rendered in Step 1, submit the grievance in writing to the Senior Transportation Officer, outlining all pertinent details and the date of the grievance. Within 30 calendar days of receipt of the grievance, the Senior Transportation Officer and the General Chairperson shall enter into and have concluded formal consultation pertaining to the grievance. A written decision shall be rendered by the Senior Transportation Officer within 60 calendar days of receipt of the grievance.

- b) If the grievance is not settled at Step 1 and the aggrieved employee refers it to the Union to be progressed further, the employee shall not take up the case again with any Officer of the Company; otherwise the case will be dropped by the Union.
- c) When a grievance is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate Officer of the Company fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits based on the date the last such decision was due, except as otherwise provided in Article 32.2(e) below.
- d) When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate Officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this Article shall not constitute an interpretation of the Agreement.
- e) The time limits as provided herein may be extended by mutual agreement.
- f) Settlement of a grievance shall not involve retroactive pay beyond 60 calendar days prior to the date that such grievance was first submitted in writing.
- g) Prior to adjudication or final disposition of a grievance there shall be neither a shutdown by the Company nor a work stoppage by the employees.

32.3 Final Disposition of Grievances - Arbitration

- a) If the grievance is not settled at Step 2, it may then be referred by either party to the Canadian Railway Office of Arbitration, or another arbitrator/arbitration process as may be mutually agreed by the parties, for final and binding settlement without stoppage of work in accordance with the rules and procedures of that Office. The party requesting arbitration must notify the other party in writing within 28 calendar days following receipt of the decision

at Step 2, or the due date of such decision, if not received. A request for arbitration must be filed with the Canadian Railway Office of Arbitration within 120 calendar days of the date one party notified the other of the intention to proceed to arbitration with the grievance.

- b) Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the terms of this agreement, are specifically excluded from the jurisdiction of the Canadian Railway Office of Arbitration.
- c) If the grievance is not settled at Step 1 and the aggrieved employee refers it to the Union to be progressed further, the employee shall not take up the case again with any Officer of the Company; otherwise the case will be dropped by the Union.
- d) When a grievance is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate Officer of the Company fails to render a decision within the prescribed time limits, the grievance may be progressed to the next step within the prescribed time limits based on the last date such decision was due, except as otherwise provided in Article 32.3(e) below.
- e) When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate Officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.
- f) The time limits specified herein may be extended by mutual agreement.
- g) Settlement of a grievance shall not involve retroactive pay beyond 60 calendar days prior to the date that such grievance was first submitted in writing.
- h) Prior to adjudication or final disposition of a grievance there shall be neither a shutdown by the Company nor a work stoppage by the employees.
- i) Grievances not docketed for arbitration by either party within two years from the date of filing of the step one grievance will be considered as dropped.

ARTICLE 33

HUMAN RIGHTS

- 33.1 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, nation or ethnic origin, color, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

- 33.2 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.
- 33.3 Harassment may take many forms, including: threats, intimidation, verbal abuse, unwelcome remarks, innuendo, offensive and inappropriate material, hate literature, offensive jokes.
- 33.4 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.
- 33.5 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.
- 33.6 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.

33.7 Union Handling of a Complaint

- a) When agreed to by the complainant, the Union Human Rights Representative will be afforded the opportunity to resolve a harassment or discrimination complaint without an investigation as outlined in Article 32. In such cases, the procedures set out below will be followed:
1. The Union Human Rights Representative shall establish a confidential file concerning the complaint.
 2. 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.
 3. The outcome of this handling shall be communicated to the complainant and the appropriate Company Officer.

4. If the complainant is satisfied with the resolution, the case will be closed and no further action will be taken.
 5. 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 32 of the Collective Agreement. Alternatively, where appropriate, other recourse such as counseling, training or mediation may be considered.
- b) 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.

33.8 Investigation

- a) Should a formal investigation proceed under Article 32 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.

- b) In investigations involving an allegation of harassment, Article 32 is modified as follows:

Replace Article 32.1(b) and 32.1(c) with the following:

An employee is to be given a minimum advance notice of 48 hours of an investigation. Such notice shall be in writing. At the request of the Local Chairperson or Company Officer and upon concurrence, the advance notice of 48 hours may be reduced. In the case of an investigation being conducted as a result of an allegation of harassment, the Human Rights Representative shall be the only duly authorized representative present at any and/or all statements taken in the course of such investigation. (Local Chairperson to be advised).

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 Representative at the commencement of the statement.

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.

- c) 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 Chairperson 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).

ARTICLE 34

DURATION OF AGREEMENT

34.1 This Agreement shall remain in effect until December 31, 2023 and thereafter; subject to 120 days advance notice in writing from either party to the other of their desire to revise, amend or terminate it. Such notice may be served at any time subsequent to March 31, 2022.

Signed at CALGARY, Alberta, this 7th day of March, 2021.

FOR THE COMPANY



Myron Becker
Chief Labour Officer
Canadian Pacific Railway

FOR THE UNION



Jason Bailey
General Chairperson
TCRC - RCTC

APPENDIX “A”

MEMORANDA AND LETTERS OF UNDERSTANDING

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Deleted/Archived/Moved letters

- A-1 Letter dated May 16, 1995, with respect to additional expenses incurred by single parents while attending training program (Language now under Article 7.1. (j))
- A-2 Benefits for Specific Changes under the Income Security Agreement is deleted
- A-3 Letter dated June 12, 1982, with respect to Physically Disabled Employees is deleted. Please refer to the Company/Union Return to Work Policy is deleted
- A-4 Letter dated September 11, 1985, with respect to the use of Video Display Terminals (VDT'S) is deleted
- A-5 Letter dated May 16, 1995, with respect to environmental standards of office and maintenance of equipment is deleted
- A-6 Letter dated September 11, 1985, with respect to suspension of employee for investigation is archived
- A-7 Letter dated August 4, 2000, concerning training is deleted
- A-10 Letter dated February 7, 1998, concerning Admission of Responsibility is deleted
- A-11 Letter dated May 16, 1995, concerning Establishing Headquarters at an RTC Centre is deleted
- A-12 Letter dated May 16, 1995, concerning Credit of Cumulative Compensated Service with respect to Annual Vacation Purposes, for full-time Union Officers is deleted
- A-15 Letter dated August 4, 2000, concerning sabbatical leave is deleted
- A-16 Letter dated August 4, 2000, concerning critical incident policy is deleted
- A-17 Letter dated January 20, 2009 concerning the Vacancy Pre-Bid System is deleted
- A-18 Letter dated August 4, 2000, concerning change of card is deleted
- A-19 Letter dated July 31, 2003, concerning employees returning to the bargaining unit when Article 1.1 notices of the Income Security Agreement are in effect is moved. See ISA Appendix "I"
- A-20 Letter dated July 31, 2003, concerning the development of a forum to discuss business and operations issues is deleted
- A-23 Letter dated July 31, 2003, concerning lunch relief is deleted
- A-24 Letter dated July 31, 2003, amended January 20, 2009 concerning filling of RTC vacancies (Language now under Article 4.3. (g))
- A-25 Letter dated January 20, 2006 concerning Permanent Vacancies and Permanent Positions is deleted

- A-26 Letter dated January 20, 2006 concerning Joint Study of Scheduling is deleted
- A-27 Letter dated January 20, 2006 concerning a Pilot Program to test Modified Scheduling Practices is deleted
- A-28 Letter dated January 20, 2006 Modified Hours of service is deleted
- A-32 Letter dated January 20, 2006, concerning Joint Investigation training and N.E.W.S. training is deleted
- A-33 Letter dated January 20, 2006, concerning a commitment to review the TU Local Agreement in the Calgary NMC is deleted
- A-34 Letter dated January 20, 2006 concerning the Positive Action Plan is deleted
- A-35 Letter dated January 20, 2006 concerning Overtime Averaging is deleted
- A-36 Letter dated January 20, 2006 concerning a Joint Review of Calling procedures for Overtime is deleted
- A-37 Letter dated January 20, 2006 concerning the Consolidation of Offices is deleted
- A-41 Letter dated January 20, 2006, concerning Parking is deleted
- A-42 Letter dated January 20, 2009 concerning Allotment of Annual Vacation is deleted
- A-43 Letter dated January 20, 2009 Creating or Modifying Assigned Service Hours is deleted
- A-45 Letter dated January 20, 2009 concerning Movement of Offices is deleted
- A-46 Letter dated January 20, 2009 concerning a Board of Resolution is deleted
- A-47 Letter dated January 20, 2009 concerning Paid/Unpaid Leave of Absence Pilot is deleted
- A-48 Letter Dated January 20, 2009, Concerning Modification of Rates On An As Needed Basis is deleted
- A-49 Letter dated January 20, 2009 concerning Workload Study is deleted
- A-51 Letter dated January 20, 2009 concerning Drug Card Pilot is deleted
- A-52 Letter dated January 20, 2009 concerning Definition of a Spouse with Respect to Employee Benefits is deleted
- A-54 Letter Dated July 9, 2012, concerning Incentive Compensation is deleted
- A-56 Letter dated July 9, 2012 concerning a Prescription Drug Card is deleted

APPENDIX A-6

Letter dated September 11, 1985 with respect to suspension of employee for investigation

MONTREAL, September 11, 1985

File 170.25

From: J.T. Sparrow

To: Messrs. G.A. Swanson

E.S. Cavanaugh

L.A. Hill

This is in relation to the matter of suspending employees from service, for investigation and/or pending the assessment of discipline.

Article 35.03.01 of the Collective Agreement between the Company and the RCTC states as follows:

"When an employee has been suspended for investigation, a decision shall be rendered as quickly as possible but not later than ten calendar days from the date of suspension or such period as might be mutually agreed upon by the parties."

It has been maintained in arbitration that an employee who is subject to discipline may be suspended from service for the purpose of an investigation. However, in that the Brown System is predicated on the principle of maintaining the employee's working status, an employee should not be indefinitely suspended awaiting the rendering of a decision on discipline.

As you are aware, Company policy sets out that when suspension is being considered, due judgment must be exercised in ensuring suspension is fully justified. The basis on which suspension is made is one where the nature of offence is such as to cause doubt as to whether the employee can be permitted to continue in the employee's job. Such consideration would apply primarily to employees charged with dismissible offenses or circumstances where the safety of the operations could be severely jeopardized unless the Company is assured that important operating rules are understood and will be complied with.

The determination of whether those factors apply and continue to apply can be usually made immediately once the offence is known, or, at the very latest, following completion of the investigation. If then dismissal is not contemplated or being recommended, the employee should not be held out of service.

It is appreciated that it may be necessary to withhold employees from service in order to ensure the availability of all relevant witnesses to an incident to participate in all the statements during an investigation which could have a bearing on their responsibility. This will expedite the completion of the investigation. However, except in the exceptional circumstances outlined, employees should be held out of service only to the extent necessitated by their attendance at the investigation itself.

Please ensure that this is drawn to the attention of all Officers involved with conducting investigations.

A copy of this letter is being provided to the RCTC System Chairperson, Mr. D.H. Arnold.

(Sgd.) J.T. Sparrow
Manager Labour Relations

c.c.: Mr. J.P. Kelsall

APPENDIX A-8

Letter dated October 27, 1992, concerning the number of permanent unassigned RTC's in each office

MONTREAL, October 27, 1992

Mr. D.H. Arnold
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Arnold:

During the course of negotiations between CP Rail and the RCTC, the Union had a demand that would provide that in any RTC Centre there would be a minimum number of Permanent Unassigned RTC's equal to at least 50 percent of assigned positions in that office.

While the Company understood the concern of the Union to have some procedure for ensuring that sufficient relief work was available, the Company was not prepared to arbitrarily determine the number of Permanent Unassigned RTC's in each office.

In resolution of this matter, the Company will undertake, in consultation with the appropriate Union Officers, to determine an appropriate number of Permanent Unassigned RTC's for each dispatching office. While the Company was prepared to commit itself to this process it was not prepared to make any indefinite commitment as to the numbers of Permanent Unassigned RTC's in each office, since the principal determinant as to the number of Permanent Unassigned RTC's had to be operating considerations. The Company pointed out that the practice of consultation in determining the number of spare and unassigned employees had been a feature in its relations with the running trades Unions for many years.

The Company will also undertake that once the number of Permanent Unassigned RTC's in any office was established, it will not reduce that number without prior consultation with the Union. It was also understood between the parties that in the event that the number of Permanent Unassigned RTC's in any office fell below the number that the Union felt was adequate, it could be discussed pursuant to the provisions of Article 22 of the Collective Agreement.

Yours truly,

(Sgd) I.J. Waddell
(for) Assistant Vice President
Industrial Relations

I CONCUR:

(Sgd) D.H. Arnold
National President Rail Canada Traffic Controllers

APPENDIX A-9

Letter dated October 27, 1992 concerning the qualifying of RTC Trainees

MONTREAL, October 27, 1992

Mr. D.H. Arnold
National President
Rail Canada Traffic Controllers
1002 Pembina Highway
Winnipeg, Manitoba
R3T 1Z5

Dear Mr. Arnold:

During our recent contract discussions the Company served a demand on the Union with respect to Articles 8.02.03 and 8.02.04 for the purpose of qualifying Rail Traffic Controller Trainees.

The Company indicated that the ability to schedule Rail Traffic Controller Trainees on specific desks for qualification was required. The intent of this demand was not to disrupt the work schedules of permanently assigned Rail Traffic Controllers.

In order to resolve this issue the Company is prepared, where practical, to utilize familiarization trips to the extent possible to accomplish this end.

If you find the above to be an acceptable resolve of this matter, I would appreciate if you would so indicate in the space provided.

Yours truly,

(Sgd) I.J. Waddell
(for) Assistant Vice President
Industrial Relations

I CONCUR:

(Sgd) D.H. Arnold
National President
Rail Canada Traffic Controllers

APPENDIX A-13

Letter dated August 4, 2000 concerning Employment Opportunities

CALGARY, August 4, 2000

Mr. J. Ruddick
General Chairperson BLE/RCTC Suite
303, 2349 Fairview Street Burlington,
Ontario

Dear Sir:

This refers to our discussions during the current round of collective bargaining with respect to the Union's proposal that any employee deemed unsuitable for service as an RTC, be afforded work protection and given the opportunity to work in another position within the Company.

The Company was not able to accede to the Union's request. However, the Company recognizes that one of its major resources is its employees. To that end the Company is prepared to provide consideration to any laid off permanent RTCs who have exhausted all of their benefits under the Income Security Agreement, for vacant positions within the Company.

Yours truly,

(Sgd.) L.S. Wormsbecker
Manager Labour Relations

APPENDIX A-14

Letter dated February 7, 1998 concerning the Implementation of a LTD Plan

CALGARY, February 7, 1998

Mr. J. Ruddick
National President
Rail Canada Traffic Controllers Suite
303, 2349 Fairview Street Burlington,
Ontario

Dear Mr. Ruddick:

This refers to our discussions during the current contract negotiations concerning the Union's demand to implement a LTD Plan.

You informed the Company that it is your intention to implement an employee paid LTD Plan and requested that the Company provide payroll deduction for the required employee premiums.

In discussion on this issue the Company raised it's concern in regards to the design of the LTD Plan and it's potential impact on the Company sponsored WIB Plan.

It was agreed that the Company would provide a payroll deduction facility for the employee paid LTD premiums, provided that the Company is satisfied that the LTD Plan will not have a negative impact on the Company sponsored WIB Plan. It is understood that the Union will consult/advise the Company on the final plan design as well as any future changes to the LTD Plan.

Should this accurately reflect your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(Signed) L.S. Wormsbecker
Manager, Labour Relations.

I Concur: (Signed) J. Ruddick
General Chairperson

APPENDIX A-21

Letter dated July 31, 2003, concerning the pension consent provision

Calgary, July 31, 2003

Mr. J. Ruddick
National President
Rail Canada Traffic Controllers
Suite 303, 2349 Fairview Street
Burlington, Ontario

Dear Sir:

This concerns the Company's desire to re-instate the consent provision for RCTC 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 RCTC 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 \$50,000 (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 A-22

Letter dated July 31, 2003, concerning the establishment of 4 Utility RTC positions in Calgary and 1 Permanent Unassigned RTC in Montreal

Calgary, July 31, 2003
Mr. J. Ruddick
National President
Rail Canada Traffic Controllers
Suite 303, 2349 Fairview Street
Burlington, Ontario

Dear Sir:

This refers to our discussions regarding the Union's objective of achieving guaranteed earnings for spare employees.

The Company was not willing to establish a guaranteed spareboard. However, in the interests of addressing your concerns, the Company is willing to establish four (4) additional bulletined assigned Utility RTC positions at Calgary that will be scheduled to a particular shift with no specific assigned desk. These positions are being established with the aim of reducing and/or eliminating the level of drafting and desk consolidations that are currently taking place within the Calgary office. Further, the Company will establish one (1) additional permanent unassigned RTC in the Montreal office.

Yours truly,

S.J. Samosinski
Director, Labour Relations

APPENDIX A-29

Letter dated January 20, 2006 concerning Job Share and Phased Retirement

Calgary, January 20, 2006

Ms. Kari Essery
Vice-General Chairperson
Teamsters Canada Rail Conference RCTC 129
Farnham Drive S.E.
Calgary AB

Dear Ms. Essery,

This is in regards to our conversations pertaining to the desire of the RCTC to include a provision for Job Sharing and Phased Retirement.

1) Phased Retirement

The intent of phased retirement is to permit employees who are eligible to retire to reduce their work week in preparation for retirement. Details concerning how Phased Retirement would work and how such opportunities will be awarded are outlined below:

i) Number of Opportunities

Awarding of Opportunities will be at the discretion of the Company depending upon staffing needs.

ii) Eligibility to Apply

To be eligible to apply for phased retirement, employees must be eligible to apply for unreduced retirement (minimum age 55, minimum 25 years of service, age plus service 85 points or greater).

iii) Phase and Duration

Employees may apply to reduce their work week to four (4) or three (3) days per week on their current permanent position for the duration of the phased retirement. The work week may also be reduced from four days to three days during this period (i.e. after 6 months). The duration of the phased retirement will be one year. At the end of the one year, the employee will retire. This period may be extended with concurrence of the General Chair and General Manager.

iv) Application & Award Process

If an eligible employee desires to take advantage of this provision, the RTC may apply to the Company indicating when they would wish to start the Phased Retirement and which day(s) they are seeking to reduce and when. In order to properly evaluate the request, such requests should be made 30 days in advance of when the employee would wish to start Phased Retirement.

The request will be evaluated in light of the staffing needs. If more than one application is received, they will be awarded in order of seniority.

The Company will confirm the start date of the phase, the number and which day(s) on the assignment that will be reduced. Confirmation will also be provided to the Local Chair. The Company will also make arrangements to fill the resulting vacancy on the position as follows:

- For a four-day phase resulting in a one (1) day vacancy, such vacancy will be filled by a Permanent Unassigned or Spare position.
- For a three-day phase resulting in a two (2) day vacancy, the vacancy may be provided to a job share candidate requesting two days where feasible. If not feasible, the vacancy will be bulletined as a two-day vacancy and granted to the senior applicant who would work the position for two days and their own position for three days. Such application will only be granted to employees where this arrangement is operationally feasible. In the event no applications are received for the vacancy caused by the Phased Retirement, such vacancy will be filled by a Permanent Unassigned or Spare position. The two-day vacancy created by the Senior applicant being awarded the phased retirement vacancy will be filled by a Permanent Unassigned or Spare position.

2) Job Share

The intent of including a Job Share provision is to assist RTCs in striking a balance between Work & Personal Life for a period of time when it would be difficult to work five days a week. Examples of certain situations would include RTCs needing additional time to raise a family or RTCs responsible for eldercare. It is understood that Job Share arrangements will not apply in situations when an employee desires to work elsewhere.

i) Number of Opportunities

Awarding of Opportunities will be at the discretion of the Company depending upon staffing needs. The maximum number of participants including Spares and P/Us involved in Job Sharing will be 10% of permanent positions (excluding P/U positions.) This maximum number may be increased upon mutual agreement.

ii) Eligibility to Apply

To be eligible to apply, employees must have a minimum of four (4) years CCS in the RCTC bargaining unit.

iii) Job Share and Duration

Employees may apply to be involved in a job share, reducing their work week to between two (2) and four (4) days per week. Such period of a job share may be no less than 3 months and no greater than 12 months. The 12 month period may be renewed through the application process.

iv) Application & Award Process

If an eligible employee desires to take advantage of this provision, the RTC may apply to the Company 90 days prior to the end of the year indicating the number of days they wish to work, which day(s) they are seeking to reduce and when and the duration of the job share.

The request will be evaluated in light of the staffing needs. If more than one application is received, they will be awarded in order of seniority. Preference may be given to joint

applications for a Regular Job Share (i.e. one person works 3 days per week and another 2 days per week.)

If the application can be granted, the Company will confirm the start date of the job share, the number and which day(s) on the assignment that will be reduced. Confirmation will also be provided to the Local Chair. The Job Shares will be arranged in the following manner:

- For a four and one day job share, the one day vacancy will be filled by a Permanent Unassigned or Spare position.
- For a three and two day Job Share, the Company will attempt to match applications and qualifications based on the job being held by the senior applicant to create a Regular Share. In the event such a match cannot be made, the resulting 2 or 3 day vacancy, will be bulletined and granted to the senior applicant who would work the position for 2 or 3 days and their own position for 2 or 3 days. Such application will only be granted to employees where this arrangement is operationally feasible. The vacancy created by the Senior applicant being awarded the job share vacancy will be filled by a Permanent Unassigned or Spare position. In the event no applications are received for the vacancy caused by the Job Share, such vacancy will be filled by a Permanent Unassigned or Spare position.

v) Termination

If the needs of the business require, upon 30 days written notice, job share arrangements may be cancelled by the Company. This will be done in the reverse order of seniority.

An employee may opt out of the job share arrangement prior to the expiration of the term due to exceptional circumstances and with the concurrence of the General Chair and the General Manager.

3) Administration

In order to administer these arrangements, the following items are provided for clarification.

i) Payment

- Employees will be paid on an hourly basis as per the terms of the collective agreement.

ii) Benefits

Employees participating in Job Sharing or Phased Retirement will have the following options regarding CPR benefit plans:

- (a) Benefit Top-up - The Company and the employee share the costs of extended health & welfare, dental and life insurance benefits outlined in RCTC benefit plan. This share will be based upon the amount of hours worked. For example, if an employee works 4 days per week (80%) the Company will pay for 80% of the cost of these benefits and the employee will pay for 20%. This amount will be deducted from the employee's paycheque. The amount will be confirmed prior to the employee accepting job sharing or Phased Retirement and will be based upon the average costs for the benefits for RTCs in the previous year. Note that this is in addition to any deductible payment required under the plan.

(b) Opt out of the CPR benefit plan.

iii) Pensions

As per the terms of the pension plan, employees participating in Job Sharing or Phased Retirement will have their Pensionable Service calculated based upon the following formula: 21 days worked will equal 1 month of service with a maximum of 12 months in any one year period. Final Average Earnings, where applicable, will be based on the best 1260 days worked (based on a standard 8-hour day).

iv) Annual Vacation

a) Generation of Entitlement while on Job Sharing/Phased Retirement

Terms of the Collective Agreement will apply. For example, if an employee is entitled to 4 weeks of vacation and only works 3 days per week for the entire previous year, based on the number of days worked and available, they would be entitled to 12.5 days of paid vacation. Recognizing that the number of paid days would not change, the Company would be prepared to round up to the nearest week in terms of allotment of annual vacation. In the case above, 3 weeks.

b) Taking of Annual Vacation

Employees participating in Phased Retirement will be granted Annual Vacation based on the previous year's entitlement up to the maximum number of weeks of that entitlement as per the terms of the Collective Agreement. For example, an employee working 3 or 4 days/week who is entitled to 6 weeks annual vacation will be granted only six calendar weeks vacation, however, they will be paid for 30 days of Vacation for that period.

Employees participating in Job Sharing will be granted Annual Vacation based on the previous year's entitlement up to the maximum number of weeks of that entitlement as per the terms of the collective agreement. However, in this circumstance, employees participating in Job Sharing may elect to bank Vacation days at the applicable rate until they return to Full time work. For example, an employee working 3 days per week who is entitled to 4 weeks of vacation has the option of taking 4 calendar weeks of vacation and either being paid for 20 days over that period with no carry over or being paid for 12 days in that period and banking the remaining 8 days at the previous years' rate to be used upon return from Job Sharing.

v) Statutory Holiday

For employees Job Sharing or participating in Phased Retirement, payment for Statutory Holidays will be governed as follows:

Regular Job Share – 2 days with 3 days – Employee who works the statutory holiday for the assignment that is being shared will be paid for the holiday.

Job Share – 2 or 3 days with P/U or Spare - Under the agreement, an employee with less than 12 days in the previous 30 days prior to the General Holiday is not entitled to the Statutory Holiday.

Job Share/Phased Retirement – 4 days with P/U or Spare: Employee is entitled to the Statutory Holiday under the terms of the agreement.

vi) Ad Hoc Staff Shortage

If an employee is involved in a Regular Job Share/Phased Retirement with another employee (i.e. 2 days + 3 days) in the event one employee is unavailable, the employee will call their counterpart first to determine if they can work the shift and, if not, will call the Staff Operator or AM RTC to book off.

In the event the counterpart can work the shift, payment for such work will be at straight time. If the counterpart cannot work the shift, the vacancy will be filled as per the terms of the collective agreement.

If an employee is involved in a Job Share or Phased Retirement with a P/U or Spare and that P/U or Spare is unavailable, and there is no other P/U or Spare available for the shift at straight time, the employee will be offered the shift at straight time. If unavailable or refuses, the vacancy will be filled as per the terms of the collective agreement.

Employees whose applications for Job Share or Phased Retirement have been granted may not be placed on an Overtime list.

vii) Shift Exchange

Employees involved in a Regular Job Share or Phased Retirement may exercise shift exchanges with their counterpart on that position only.

viii) Seniority & Dues

Under this arrangement, Seniority will be protected and Dues will be deducted as per the terms of the TCRC-RCTC Constitution.

ix) Bereavement Leave

Employees participating in Job Sharing and Phased Retirement are entitled to Bereavement Leave. For clarity, such leave will not be moved to working days.

4) General Provisions

Both Parties recognize that Phased Retirement and Job Share programs are new to the Railway industry and may need to be altered to obtain the objectives of the program.

Accordingly, the parties agree that the terms of the program will not form part of the collective agreement and may be modified upon mutual agreement. Additionally, it was also understood that the parties with 120 days written notice could cancel the program prior to the end of the year to take effect December 31.

In implementing this program, representatives from Labour Relations, RCTC and NMC will meet every two months to review issues and assess the programs.

Yours truly,

J.C. Copping
Director, Labour Relations

APPENDIX A-31

Letter dated January 20, 2006, concerning Paid Sabbatical Leave

Calgary, January 20, 2006

Mr. J. Ruddick
General Chairperson
Teamsters Canada Rail Conference RCTC Suite
303, 2349 Fairview Street
Burlington, ON

Dear Mr. Ruddick:

This refers to our discussions during recent negotiations concerning the Union's desire for a provision for Paid Sabbatical Leave.

The parties agree to implement a provision for Paid Sabbatical Leave under the following conditions:

Preamble

Sabbatical leave of absence is to permit permanent Rail Traffic Controllers the opportunity to take a leave of absence, which they personally finance through a deferral of salary. The sabbatical leave may be for a period of not less than 3 months and not exceeding 9 months and will be awarded on a first come first serve basis. The deferral years will not exceed 5 years. It is understood that Sabbatical leave of absence will not apply in situations where such requests are to go work elsewhere.

Definitions:

Sabbatical leave of absence:

Agreement between the Company and employee(s) allowing such employee(s) to defer a percentage of their basic Rate of Pay to accumulate for a period not exceeding 5 years, to finance a leave of absence not exceeding 9 months.

Deferral years:

The year(s) during which employees are deferring a part of their salary. The Sabbatical will be taken after the deferral years.

Sabbatical leave:

The period during which the employee is on leave of absence under this arrangement. The Sabbatical Leave will not be less than 3 months and cannot exceed 9 months and will be compensated by the contributions made by the employee.

Contract:

Signed document between the Company and the employee(s) specifying the period of time of the sabbatical leave and the deferral years.

General application:

Sabbatical Leave will be granted at the sole discretion of the Company. Should a Union's request for sabbatical leave be refused, the Company will supply a written confirmation of such refusal with an explanation of its decision. The Company decision will not be subject to appeal by the employee nor by the Union.

In order to allot sabbatical leaves of absence, the normal manner of allotting vacations may be modified to accommodate those taking sabbatical leave. No sabbatical leave will be taken between June 15 and September 15.

If the sabbatical leave of absence is approved, it will be subject to the following conditions:

1. Any contract cannot be for less than 1 year and cannot exceed 5 years and 9 months.

Example of contract:

If the deferral years are established at two years and the sabbatical at 6 months, the contract will be for a period of 2 ½ years. During the two years deferral the applicants will be compensated at * 80 % of their basic weekly rate of pay.

To facilitate the accounting of the deferred salary accumulation due to the numerous variations in salary (job rate, shift differential, transfer time, overtime etc.), the amount deducted will be equal to 20% of the basic rate of pay in effect. That rate of deduction will remain the same for the entire contract period.

During the sabbatical leave, employees will be compensated at a salary calculated by dividing the total contribution accumulated by the employee during the deferral period, by the number of weeks of their leave of absence. (In the example described above, the total amount accumulated would be divided by 26 weeks).

The attached table explains the various types of deferral years based on 9 month to 5 year periods for a sabbatical leave of 3 to 9 months.

Deferral period		Length of Sabbatical	
	3 months	6 months	9 months
*9 months	75 %		
2 years	89 %	80 %	73 %
3 years	92 %	86 %	80 %
4 years		89 %	84 %
5 years		91 %	87 %

* A one-year contract (9 months deferral period and 3 months sabbatical leave) can only be awarded for educational purposes.

2. Except as provided below, employees under Sabbatical Leave Contract will be afforded all work benefits normally afforded to other permanent employees including the accumulation of seniority and service.
3. Employees staffed to Sabbatical Leave of absence will be paid through the Direct Deposit System
4. General Holiday(s) falling within the period of Sabbatical Leave will not be compensated or reimbursed by the Company.
5. Employees on Sabbatical Leave will not be entitled to any premium or supplementary pay provided for in the Collective Agreement.
6. Time spent on Sabbatical Leave will count in the calculation of annual vacation for the following year.
7. At the completion of the Sabbatical Leave employees will be reinstated in accordance with the terms and conditions of the Collective Agreement.
8. The concept of Sabbatical Leave of absence will not be used as a pre-retirement leave of absence nor will it be used to accommodate working for another employer.

Funding

9. Contributions retained by the Company, through payroll deduction will be held in trust in a Financial institution selected by the Company and any interest accumulated will be retained by the Company to offset any administrative fees or additional costs associated with payment of benefit premiums.

Withdrawal:

10. Employees who decide to withdraw from the Contract, during the deferral years, should advise the proper officer of the Company, in writing thirty (30) days prior to the effective date of their withdrawal.
11. Employees who decide to withdraw from the Contract, during the Sabbatical, should advise the proper officer of the Company at least ten (10) days prior to their return to work.

Maternity Leave:

12. In cases of pregnancy where employees decide to request a maternity leave during the term of a Contract under this agreement, employees will have the following options:
 - postpone their Sabbatical leave until after their maternity leave, or
 - postpone their Sabbatical leave to another year. (This postponement can not exceed a period of five years and nine months from the date of signature of the Contract), or
 - abrogate their Contract under this agreement.

Long Term Disability:

13. Should employees become disabled during the term of a Contract under this agreement, the agreement may be modified to cover the change. In cases where employees decide to postpone their Sabbatical Leave to another year, such postponement will not exceed a period of five years and nine months from the date of signature of the Contract.

Resignation:

14. Should an employee decide to resign from the Company during the term of a Contract under this agreement, the Contract will terminate on the effective date of the resignation and all contributions will be reimbursed.

Dismissal or Death:

15. In cases of dismissal of an employee or the death of an employee during the term of a Contract, the terms and conditions of the Contract will cease on the date of the event and all contributions will be reimbursed.
16. In situations covered in items 10 to 15 inclusive, the Company will have thirty (30) days to reimburse all moneys (without interest) due to employees.
17. Except in cases covered by items 12, 13, 14 or 15, employees under Sabbatical Leave will not be permitted to terminate their Sabbatical Leave.
18. For the purposes of calculating Final Average Earnings, in the event that an employee

withdraws from the Contract, the contributions returned will not be included.

19. The provisions of this agreement will override any other provisions to the contrary.

The provision shall remain in effect for the duration of this agreement and may be renewed in the next round of bargaining.

Yours truly,

J.C. Copping
Director, Labour Relations

APPENDIX A-38

Letter dated January 20, 2006, concerning the Modification of the Income Security Agreement

Calgary, January 20, 2006

Mr. J. Ruddick
General Chairperson
Teamsters Canada Rail Conference RCTC Suite
303, 2349 Fairview Street
Burlington, ON

Dear Mr. Ruddick:

This refers to our recent discussions regarding changes to the Income Security Agreement (ISA).

In order to reduce the potential and address the possibility of a situation whereby separation and severance packages may be required under the agreement while at the same time the Company is hiring or planning to hire in the near term, the following amendments to the ISA were agreed upon.

- 1) For all Rail Traffic Controllers hired after the ratification date of the agreement and who are not required to accept a position as an RTC under the Employment Security provisions of another agreement, the commenced service date for such employees will be the date they commence training in the RTC bargaining unit.
- 2) In circumstances where there is a possibility of the provision of enhanced benefits either as outlined according to Article 4 or 9 of the ISA, the Company may, at its discretion delay the provision of such benefits for up to 45 weeks from the date of the change if it is believed that another permanent vacancy may be created in the interim.

In the event a permanent vacancy is created during the 45-week period, benefits under article 4 will not be provided. If no such permanent vacancy occurs by the end of such period or when it is known that no such permanent vacancy will occur by the end of the period, benefits will be provided in accordance with Article 4.

In making these changes, it was understood that such modifications would not impact the current application of the ISA in the event of changes at the 12th Street (Calgary), Rugby (Winnipeg) and Seaway (Montreal) operations.

Yours truly,

J.C. Copping
Director, Labour Relations

APPENDIX A-39

Letter dated January 20, 2006, concerning the Workload Process

Calgary, January 20, 2006

Mr. J. Ruddick

General Chairperson

Teamsters Canada Rail Conference RCTC Suite

303, 2349 Fairview Street

Burlington, ON

Dear Mr. Ruddick:

This refers to our discussions during negotiations concerning the development of a Workload Assessment Tool. This tool will be used to assist in determining the number of assigned RTC positions in each pay grade level. The tool will be tailored to reflect the reality of the operations in each RTC Centre.

As the parties are aware, the Company has already developed a preliminary Workload Assessment Tool and the output from this model has been shared with the Union. As it currently stands, the workload model provides a relatively accurate indication of workload of each assigned RTC position. However, not all workload factors have been built into the model e.g. TGBO Generation.

In finalizing a model, the parties will meet to review current event weightings in addition to identify and determine the weight of new factors. Once the model is fully developed, a relative workload ranking for each assigned RTC position will be generated for each of the Montreal and Calgary Centers.

Once these new lists have been generated, the top 34 assigned RTC positions in Calgary and the top 10 assigned RTC positions in Montreal will be designated as Level 5 RTC positions. In addition, the workload level of the 34th position from the top of the list in Calgary and the 10th position from the top of the list in Montreal will become Level 5 workload thresholds at each location i.e. positions at or above this workload threshold will be designated as Level 5 positions.

The parties will meet to review and update the event weightings on an annual basis. In addition, when workload factors are added and or current workload factors are changed, the parties will meet to determine appropriate weighting factors. Once agreed upon, the new weightings will be built into the model. Positions above the threshold will be designated as Level 5.

If the Company creates new positions, they will be designated as Level 4 positions. These positions will be assessed within 90 days. If these positions exceed the threshold, they will be classified as Level 5 positions. New positions re-classified from Level 4 to Level 5 will be entitled to retroactive pay from the date of creation of the position.

In the case that a desk classification is changed from a Level 4 to a Level 5, the assigned RTC position will not be bulletined, consistent with past practice. If a desk moves from Level 5 to Level 4, the RTC who owns that assigned RTC position will be given the option to have that position bulletined. If this position

is bulletined, the rules of Collective Agreement will apply.

In the event that the parties are unable to agree upon factors and the relative weightings used in the Workload Assessment Tool, the parties agree that this issue may be brought to the Canadian Railway Office of Arbitration for resolution.

It is expected that the revised workload model will be developed by June 30, 2006, unless mutually extended by both parties. The study will be completed by October 31st of every year and posted to be effective with the first schedule in January in the following year. It is anticipated that the number of annual changes will be minimal and there is no intention of having a Change of Card in either RTC Center. In order to ensure stability, no changes in desks will be made until the first schedule in January 2007.

Yours truly,

J.C. Copping
Director, Labour Relations

APPENDIX A-40

Letter dated January 20, 2006, concerning Recruitment Practices

Calgary, January 20, 2006

Mr. J. Ruddick
General Chairperson
Teamsters Canada Rail Conference RCTC Suite
303, 2349 Fairview Street
Burlington, ON

Dear Mr. Ruddick:

Based on our discussions during recent contract negotiations, the Union committed to being involved in the recruitment and hiring process of Rail Traffic Controllers.

It is believed that the Union's participation in this process will ensure that the Company will recruit and retain the highest quality of candidates. The experience and hands-on knowledge of the daily duties of a Rail Traffic Controller introduced by the Union's involvement will assist in identifying the best new hires.

Yours truly,

B.J. Lockhart
Director, RTC/CMC

APPENDIX A- 44

E- Learning, RTC Re-certification

July 9, 2012

Ms. Shelly Brownlee
General Chairman
PO Box 3162 Stn Main
Stony Plain, AB T7Z 1Y4

Dear Madam,

This is further to our discussions during bargaining with regard to the e-learning portion of the RTC Re-certification.

This will confirm that the Company will continue to provide the re-certification training course through a combined online/classroom approach.

RTCs will be required to complete the online portion of the re-certification process at their convenience, prior to the scheduled classroom portion of the training program. RTCs will have online access from home or from a computer station in the office.

RTCs will receive a lump sum payment of \$194.89 for the completion of the online portion of the training. This amount does not reflect hours worked or count against the overtime-averaging calculation.

In keeping with past practice, RTCs will receive 8 hours pay for the classroom portion of the training program. Both amounts will be paid to the RTC upon successful recertification. The agreement applies to both the Calgary NMC and the Montreal OC.

Yours truly,

A. Azim Garcia
Director, Labour Relations

APPENDIX A-50

Letter Dated January 20, 2009, concerning Time Held Continuous With a Regular 8 hour Shift

Calgary, January 20th, 2009

Mr. J. Ruddick
General Chairperson
Rail Canada Traffic Controllers
Suite 303, 2349 Fairview Street
Burlington, Ontario

Dear Sir,

This is further to our recent discussions on the matter of employees being held on duty at the conclusion of, and continuous with, their regular 8 hour shift or called in advance of and continuous with their regular 8 hour shift.

Notwithstanding situations whereby total hours worked by an employee in the prevailing Overtime Averaging period may be less than the full time equivalent (i.e. 40hrs x the number of weeks in the prevailing averaging period) an employee who fulfills these additional hours in excess of 8 (Eight), will be compensated at the overtime rate of pay associated with the work performed, if and only if, they are forced to do so.

It is understood that this provision will remain in effect for the term of the contract and will be reviewed at the conclusion of the term of the contract.

It is understood that this provision will not apply to employees originally called (or scheduled) to work greater than an 8 (eight) hour shift.

Yours truly,

John Bairaktaris
Director, Labour Relations

APPENDIX A-53

Letter Dated April 30, 2009, concerning Accrued Vacation

Calgary, April 30, 2009

Mr. Jim Ruddick
General Chairman, RCTC
Suite 303, 2349 Fairview Street Burlington Ontario L7R 2E3
Canada

Dear Sir,

This is further to the recent discussions between the Company and the Union in relation to the reductions in RCTC staffing levels, the following describes the intention of the parties as well as the specific framework that will apply.

The parties agreed that any arrangement that will mitigate layoffs must be beneficial to both and will be done on a cost neutral basis.

The two key elements of this arrangement are the planned consumption of existing ILO (banked time entitlements held by working RTCs) and the initiative to convert annual vacation entitlements from the *Accrued* method to the *Current* method. This will have the effect of mitigating the aforementioned layoffs in the RCTC ranks in 2009 and beyond.

As you know, employees on accrued service, such as Rail Traffic Controllers, earn their vacation entitlement during one calendar year and use it during the following calendar year whereas employees on current service vacation earn and use their vacation entitlement during the calendar year it is earned.

It is understood that for the purpose of transitioning to Current Service, the accrued annual vacation entitlements will be determined based on entitlement as of January 1st 2009. This is a one-time transition of accrued annual vacation to a bank that will be used by the employee. This will, henceforth be referred to as an individual's *Accrued AV Bank*.

It is our desire to have all employees deplete their accrued AV bank by December 31st, 2011 however, it is understood that the accrued annual vacation entitlements must be scheduled in a manner that results in an even distribution of work through the year so as to mitigate layoffs.

As an example:

An employee, who on January 1, 2009 was entitled to 3 weeks annual vacation will have 3 weeks in their *Accrued AV Bank* and 3 weeks of *Current Annual Vacation*.

In 2009, the employee is now on *Current Annual Vacation* (3weeks) and has 3 weeks in his *Accrued AV Bank*. He takes 5 weeks of annual vacation in 2009.

In 2010, this employee will have 3 weeks of *Current Annual Vacation* to take and 1 week of

Accrued Annual Vacation left. He takes all 4 weeks.

In 2011, this employee has 3 weeks of Annual Vacation to take and no more weeks in his Accrued AV Bank.

For the purposes of annual vacation entitlement days, the existing formulas within the Collective Agreement will apply with all RTCs being moved to current annual vacation however, for the purposes of transitioning from one service level entitlement to another, the incremental entitlement will be scheduled in the year of entitlement.

As an example:

On an employee's "anniversary date" e.g. May 1st, 2009 they have met the criteria to move to 4 weeks of annual vacation from 3, they will be entitled to schedule 4 weeks of annual vacation in 2009.

There are no changes or modifications to any aspect of the Collective Agreement except those that are explicitly stated or implied herein.

It is understood that an employee taking annual vacation on a Current basis, who is subsequently laid off, resigns or where the employment relationship is otherwise severed, may not have earned the annual vacation they have taken. In such circumstances, the Company will make the appropriate deductions from outstanding wages as required.

It is understood that new employees will be on a current AV basis.

Both parties agree that all aspects of this letter of understanding will be undertaken without precedent or prejudice and that these changes will be reflected in the next printing of the collective agreement.

If you concur with all of the above, please indicate same by signing below and returning a signed copy of this letter to myself.

Yours truly

John Bairaktaris
Director Labour Relations
Canadian Pacific

I concur,

Mr. Jim Ruddick
General Chairman, RCTC

APPENDIX A-55

Letter Dated July 9, 2012, concerning Pilot Project for Shifting the GH to the Beginning of AV period

Calgary July 9, 2012

Ms. Shelly Brownlee
General Chairman
PO Box 3162 Stn Main
Stony Plain, AB T7Z 1Y4

Dear Madam,

This refers to discussion during negotiations with respect to the Union's demand regarding the movement of a General Holiday to coincide with the commencement of an employee's annual vacation.

Although the Company was unable to agree to the Union's request as it was presented, the Company was agreeable to establish a trial for 2013.

As part of the vacation application process outlined in Article 15.16, employees who have General Holidays within their Annual Vacation dates will be required to submit a request if they want their General Holidays moved to the start of their Annual Vacation. Requests will be reviewed based on operational requirements and, if approved, will be offered in seniority order.

The intent of this pilot project is to determine if it is feasible, from an operational and staffing perspective, to offer employees the opportunity to take their GH prior to their allotted AV.

The parties will meet by September 15, 2013 to review the process and determine if it will be used the following year.

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

Yours truly,

Alia Azim Garcia
Director, Labour Relations

I concur,

Ms. Shelly Brownlee
General Chairperson, TCRC-RCTC

APPENDIX A-57

Letter Dated July 17, 2014, Local Union/Management Meetings

Ms. Shelly Brownlee
General Chairperson
201 – 4405 50th Street
Stony Plain, AB T7Z 1L5

Dear Madam,

This confirms our recent discussions with respect to the handling of local issues of importance to the management and the employees.

The parties agree that for the term of the Collective Agreement, Local Union/Management meetings will be established on a regular basis to discuss these issues, which may include, but not be limited to, shift/schedules, staffing levels, employee pay/benefit concerns and grievance items. Items to be discussed during these meetings will be provided to either party in advance of the meeting.

These meetings will be scheduled on a monthly basis, or as mutually agreed. Attendance at the meeting will include the GM Transportation, Director of Labour Relations and the Local Union Representatives as determined by the Union.

Additionally, the parties are focused on timely and effective resolutions of issues raised at these meeting.

Accordingly, it was agreed to create a board of resolution that may be held quarterly, or less frequently as required. The board will consist of two senior local union representatives and/or the General Chairperson and two senior Company representatives, including the Vice-President Network Transportation and the Assistant Vice-President of Labour Relations, however designates may be used should schedules not permit attendance.

The purpose of the board of resolution is to examine issues that have been discussed at the Union/Management that remain unresolved. Any issue escalated must contain a brief statement of facts from each party and will be provided to the board representatives at least 7 days in advance of the board meeting.

APPENDIX A-58

Letter Dated July 17, 2014, Drug Card

Ms. Shelly Brownlee
General Chairperson
201 – 4405 50th Street
Stony Plain, AB T7Z 1L5

Dear Madam,

This refers to our recent discussions regarding a cost neutral drug card.

As discussed, I am pleased to inform you that we are prepared to continue to make a drug card available to your members subject to the following:

- The drug card will be subject to the same dispensing fee cap that is applied to the management “mid-line” plan; this is currently set at 80% of the dispensing fee charged to a maximum of \$7.50 per prescription and is reviewed on a regular basis against competitive practice.
- In order to obtain a drug card, employees will be required to positively enroll their dependents and provide data about any other drug plan they have access to (e.g. spousal benefit plan) in order to make the coordination of benefits.
- Implementation of a 25% cap for all employees on allowable pharmacy “markup” on all drug categories as compared to the current 50% allowable markup for generics and single source brand name drugs and the current 15% allowable markup for brand name drugs where a generic exists. This change will match the markup limits in the management plan. Markup is what the plan allows the drug store to charge over and above what provincial drug boards set as the reasonable and customary chargers per Drug Identification Number (DIN). The 25% cap is consistent with the management plan.

Furthermore, the following serves to clarify the definition of a “spouse” with respect to Extended Health, Vision Care and Dental Benefits:

A Spouse is:

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 cohabitated 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.

Finally, employees who have an ongoing prescription will be governed by mandatory mail order pharmacy service for long-term maintenance drugs in order to receive the drug benefit. The Company is currently in the process of implementing this service, which will provide convenience, cost savings and quality service to all users.

In the event of any specific concern associated with this letter the General Chairperson of the Union and the AVP of Industrial Relations will meet to discuss the case.

Cards issued will be in effect for the term of the current contract. Should the Company incur additional costs beyond 10% during the usage period, then the Company retains the right to cancel the cards or to renegotiate the drug card particulars with the Union.

If you have any questions, we can discuss further.

Yours Truly,

Myron Becker
Assistant Vice President
Labour Relations

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