

Central Maine & Quebec Railway

And

SMART Transportation Division

Mechanical  
Collective Agreement  
2020 - 2023



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## **SECTION 1 - PREAMBLE**

Central Maine & Quebec Railway recognizes the General Committee of Adjustment of the SMART Transportation Division, the designated representatives of which are signatory hereto, as bargaining representatives of all Mechanical employees included in the US Roster.

Any future modification or revision of any rule, agreed-upon interpretation or rate of pay will be accomplished by negotiation between the highest officer designated by the Central Maine & Quebec Railway under the provisions of the Railway Labor Act, as amended, and the SMART Transportation Division.

CMQ will undertake the responsibility for the printing of this Agreement and its distribution to covered Mechanical Employees. Any replacement copies of the agreement will be distributed by SMART Transportation Division.

## **SECTION 2 - SCOPE**

- 2.1 Mechanical employees employed by the Company shall be covered by this Agreement. Except as otherwise provided herein, Mechanical employees shall perform any and all services under the direct control of the Carrier required for maintaining and repairing the equipment and rolling stock.
- 2.2 The primary work of the employees working in the Mechanical Department as described above, will not be assigned to others except only as necessary for the operation of the railroad. The Carrier may contract out such work as its employees are not qualified or equipped, or has been customarily contracted out in the past so long as no employees are furloughed by the use of outside contractors.
- 2.3 The CMQ Employee Handbook will apply to all terms of employment not specifically covered by this Agreement.

## **SECTION 3 – RATES OF PAY**

- 3.1 Rates of pay for employees covered by this agreement shall be as follows:

Classification	2020	2021	2022	2023	2024
	2%	5%	20%	3%	2.75%
Foreman (Car & Loco)	\$ 27.05	\$ 28.40	\$ 34.08	\$ 35.11	\$ 36.08
Electrician	\$ 24.89	\$ 26.13	\$ 31.36	\$ 32.30	\$ 33.19
Carman	\$ 23.81	\$ 25.00	\$ 30.00	\$ 30.90	\$ 31.75
Mechanic	\$ 23.81	\$ 25.00	\$ 30.00	\$ 30.90	\$ 31.75

- 3.2 On date of signing employees, whose current hourly rate is higher than the proposed rates, would have their currently hourly rate frozen until such a time as the new contract rate is higher. In addition, at signing, any employee who is on a step rate will continue on the step rate program as outlined in article 3.7.

- 3.3 Eight (8) hours or less shall constitute a basic day's pay for which eight (8) hours pay shall be allowed, except as otherwise provided for. As service requires, the Employer may establish four (4) ten (10) hour days for which ten (10) hours pay shall be allowed. If an employee voluntarily leaves an assignment during a shift the employee will be paid for actual time worked.
- 3.4 If the Company calls an employee for service and the employee reports for duty and is released the employee will be allowed a payment of 4-hours at the pro rata hourly rate.
- 3.5 All work over forty (40) hours straight time in the work week shall be paid at one and one half times the applicable hourly rate, unless otherwise stipulated.
- 3.6 Automobile mileage allowance rates will be based upon the current U. S. Internal Revenue Service schedule, and will be posted by the CMQ. Mileage will be paid from house or reporting location, whichever is shorter.
- 3.7 New hire employees in the above crafts will be paid in accordance with the following entry rate schedule:
- 80% = Starting Rate
  - 85% = 6 Months
  - 90% = 12 Months
  - 95% = 18 Months
  - 100% = 24 Months
- 3.8 The Carrier may elect, depending on prior experience, to start an employee at a step rate higher than the starting rate and may progress the employee at a rate sooner than the specified 6 months.

## **SECTION 4 – SENIORITY**

- 4.1 The US CMQ seniority roster will consist of Prior Rights Seniority.
- 4.2 Initial seniority will be established on the effective date of this agreement based upon the seniority roster shown in Appendix A of this agreement.
- 4.3 There will be three prior rights seniority districts, Maine, Rockland, and Vermont. The Maine prior rights seniority district will consist of all trackage contained within the state of Maine as of June 15, 2015. The Rockland prior rights seniority district will consist of all trackage contained on the Rockland Subdivision. The Vermont prior rights seniority district will consist of all trackage contained within the state of Vermont.

Prior rights will be designated as follows:

M = Maine Prior Rights

R = Rockland Prior Rights

V = Vermont Prior Rights

- 4.4 Employees hired on or after the effective date of this agreement will establish a seniority date which will be used for benefit purposes and will be established provided the employee passes the required testing and probationary period. In cases where two or more employees share the same hiring date they will be ranked on the roster by the Last 4-digits of their Social Security Number, the precedence will be placed highest to lowest numbers. (Ex: Employee with 1234 and Employee with 4567 as last 4 digits of SSN, the employee 4567 will take precedence over employee 1234).
- 4.5 Assignment of seniority as specified above will be done in cooperation with the SMART General Chairman.
- 4.6 The Carrier shall maintain the "Official" seniority roster for non-operating employees.
- 4.7 The Carrier shall post revised rosters on bulletin boards in home terminal locations on or about January 1, of each year. Copies of such rosters shall be furnished to the local chairmen. All appeals from new or revised roster dates are limited to those changes made from the last roster and must be filed with the general manager of the carrier and the SMART general chairman within thirty (30) days from the date of posting the seniority roster.
- 4.8 If an employee is on leave of absence or vacation on the date on which the roster is posted, the employee must file an appeal in the same manner within thirty (30) days of the day he reports back to duty. If not challenged in writing within thirty (30) calendar days, no protest thereafter shall be valid. Clerical or typographical errors on rosters may be corrected at any time.
- 4.9 Seniority will control in determining vacation request, furloughs, recalls, and assignments.
- 4.10 When forces are reduced, employees shall be furloughed in reverse order of seniority. A furloughed employee shall have the responsibility to file his telephone number and current mailing address with the appropriate Carrier Officer and the SMART and to immediately apprise the Carrier of any changes in either the phone number or mailing address.
- 4.11 When forces are restored, employees shall be returned to service in seniority order. Recall letters shall be sent to the last known address by U. S. Postal Service, Certified Mail, and Return Receipt Requested or private carrier next day service.
- 4.12 An employee recalled to service shall report to duty within ten (10) working days from the date of receipt or the date attempt was made to deliver the recall letter unless satisfactory reason is given to the Carrier Official who issued the recall notice, or his designee. Such satisfactory reason must be provided and accepted prior to the expiration of the ten (10) working day period. If an employee does not report for service in the timeframe stipulated above, he shall automatically terminate all seniority rights and the employment relationship.
- 4.13 An employee who leaves the service of the Carrier of his own accord shall forfeit his seniority rights and shall not be reinstated to this former position on the seniority roster.
- 4.14 Employees accepting salaried/management positions with the CMQ or any other corporate affiliate of the railroad or a full-time union position with the SMART will be considered on leave of absence and

will retain and accumulate seniority. Any such employee who voluntarily or involuntarily leaves the promoted or union position must exercise seniority to a position covered by the Agreement within thirty (30) calendar days. Failure to do so will be considered a voluntary forfeiture of all seniority.

## **SECTION 5 – RETENTION OF SENIORITY**

- 5.1 Employees who accept official positions with the Carrier will retain and accumulate seniority rights with a one-time roll back provided they give two-weeks' notice of their intent to revert, are in good standing with the union and pay a maintenance fee equivalent to the regular monthly dues while employed as a carrier official. Employees with craft seniority working as a carrier official upon signing this agreement will begin to pay the maintenance fee equal to the regular monthly dues or forfeit their craft seniority.
- 5.2 Seniority will continue to accumulate while on approved leave of absence.
- 5.3 Agreement employees who are terminated as a manager will not be issued discipline as an agreement employee without the benefit of a fair and impartial investigation, subject to the provisions of Section 26 - Discipline of this agreement.
- 5.4 Dues paying members will only be on the seniority roster of their craft(s).

## **SECTION 6 – ADVERTISING ASSIGNMENTS**

- 6.1 Vacant positions will be advertised for at least 5 calendar days. Positions subject to advertisement will be newly created positions and positions expected to be vacant for more than thirty (30) calendar days (except vacations).
- 6.2 Advertisements of vacant positions will be distributed to all terminals. Bids will be out by 12 Noon on Friday and close at 12 Noon the following Friday. Bids must be submitted by fax or email and may be confirmed by telephone. Award will be effective the following Sunday.
- 6.3 Advertisements of vacant positions will specify type of service, the on-duty time and location, the off-duty location, hours of position, and the days of the week the position will work.
- 6.4 Vacant positions will be awarded to the senior qualified employee bidding for same. Notices of positions awarded, will be made by the CMQ. Employees awarded positions will be placed on those positions at the direction of the CMQ, but in no event later than 0001 hours on the Monday following the award.
- 6.5 Newly established assignments running more than thirty (30) days shall be considered permanent vacancies. Also, those created by retirement, death, dismissal, resignation and any assignments vacated by employees taking other permanent vacancies.
- 6.6 Overtime will be awarded in the following manner:
  - (a) **Hold Over Work-** Where two or more employees of equal qualification are on duty and working and it is determined one or more employees will need to be held over past the advertised quit time to cover the needs of service, the senior man on will be given first opportunity and then the next senior man thereafter will be given the opportunity until such needs are fulfilled. If no employee opts to be held over the junior man on duty will be forced to the hold over duties.

(b) **Extra Shift Work-** When there is a need to have employees work on their assigned rest days to cover extra shift work such work will first be awarded in seniority order to those Employees who desire to work on their off day(s) and such employees shall be permitted to make themselves available for service by means of an "Additional Service List", hereinafter referred to as an "ASL", providing such employees indicate in writing to their respective foreman or proper officer of the Carrier not later than 6:00 P.M. on the day previous to the beginning of their off days.

Employees indicating in writing that they desire to be called for service from the Additional Service List on their off days will be carried on such list thereafter until the Foreman or Carrier is otherwise notified in writing.

Employees marking on the Additional Service List shall be considered as marked up as of 12:01 A.M. of their first off day, regardless of the fact they may be on duty at that time, and will be ranked in accordance with their seniority for their craft but will be placed behind all employees of the same craft then found on the Additional Service List. The ASL will then work on a first in first out basis provided they have eight hours or more left to work before the beginning of their regular advertised work week. Employees who are worked on the ASL will be placed last out on the board and not worked until first out again. Employees on the ASL who opt not to work when called for extra shift work will be removed from the ASL and not be eligible to place themselves back on the ASL until their next scheduled rest days by means of the proper notice specified above and will then go last out.

If no employees are available on the ASL, or in the event all ASL employees opt not to cover the extra shift work on a given day, the junior qualified employee(s) on the seniority roster at the supply point will be forced to protect the needs of service.

## **SECTION 7 – DISPLACEMENTS**

7.1 Employees may make displacements to positions held by junior employees under the following conditions:

- a) Position now holding is abolished.
- b) Displaced from positions by senior employee.
- c) Position now holding subject to a \*permanent change.
- d) On the first day of every 4 month bid period, beginning with implementation of this standing bid process and tri-annually thereafter. (Tri-annually = 3 times per year). This bid process is to determine reporting location and reporting time only.

\* A change of rest day(s), a change of terminals, or a change of starting time of more than two hours.

## **SECTION 8 – FURLOUGH/RECALL FROM FURLOUGH**

8.1 Employees unable to exercise seniority will be considered furloughed upon notification by the Carrier.

8.2 In the event of planned reduction in manpower, voluntary furloughs will be allowed in seniority order and subject to recall consistent with service needs.

8.3 Furloughed employees will retain their relative positions on the Seniority Roster for up to 24 months.



- 8.4 Furloughed employees will advise the Carrier Official in charge of the CMQ in writing of any change in mailing address and/or telephone number.
- 8.5 Employees will be recalled from furlough in seniority order. Recall will be by telephone and confirmed by letter sent Certified Mail, Return Receipt Requested.
- 8.6 Except as specified below, employees recalled from furlough must report for duty within fifteen (15) days after being notified by telephone.
- 8.7 Furloughed employees who may be working in another craft on CMQ must respond to recall immediately.
- 8.8 Employees who cannot be recalled from furlough due to failure to comply with section 8.4 or who are recalled and failure to comply with sections 8.5 and 8.6 will forfeit their seniority.
- 8.9 The fifteen (15) days referred to in this Article may be extended due to circumstances beyond the control of the Employee.

## **SECTION 9 – MARKING OFF**

- 9.1 Except in the case of a family emergency, sickness, or natural disaster, employees are strongly encouraged to notify the CMQ at least 72 hours in advance when requesting time off.
- 9.2 Employees marked off sick must notify the CMQ by 1200 hours of their intent to return to duty the following day.

## **SECTION 10 – UNION MARK OFF**

- 10.1 Local Chairmen will be permitted to mark off “Union Business” upon reasonable advance notice and the Carrier will not unreasonably withhold approval. Local Chairmen will not be paid guarantee for days marked off however request to be paid Vacation Days while off on union business will not be denied.

## **SECTION 11 – MEAL PERIOD/LODGING**

- 11.1 CMQ provides for an unpaid meal period of no less than 30 minutes for all shifts of more than seven hours. Meal periods should be coordinated with an employee’s supervisor so that they are taken at a time that will not interfere or delay operations.
- 11.2 Employees required to terminate their tour of duty away from their home terminal will be paid a meal allowance of \$18.00 for the first 16 hour period that they are at their away from home terminal and then \$9.00 for each subsequent 8 hour period that they are at their away from home terminal. This meal allowance will be voided should a Company official pay for meals during travel. For purposes of determining time at an away from home terminal, time starts when an employee goes off duty at an away from home terminal and time ends when an employee goes on duty to return to their home terminal.

- 11.3 The Company will provide suitable lodging and will be responsible for the payment of room and taxes. To be considered "suitable," at a minimum, the lodging accommodation shall be:
- a) Reputable and clean with adequate lighting;
  - b) Single occupancy rooms with comfortable beds with innerspring or comparable mattresses, pillows, private lavatory and bath facilities with hot and cold running water, a chair, writing table, nightstand including a lamp and with a television in the room
  - c) Blankets, clean linen (sheets and pillow cases), soap and towels will be supplied each occupant; rooms will be cleaned and bed linen changed after each occupancy by personnel other than the occupant
  - d) Rooms will be cooled or heated when climatic conditions normally require such cooling or heating.

## **SECTION 12 – VACATION**

- 12.1 For the purposes of determining vacation eligibility, employees with previous railroad service hired on, or prior to May 15, 2014, will be credited with previous railroad service, as verified by Railroad Retirement Board, as detailed below:

Former MMA employees hired on or before 05/15/2014	BA6 months as recognized by MMA
Former Maine Eastern Railway employees hired on 12/07/2015	BA6 months as recognized by MER

- 12.2 All other employees except those noted above will be eligible for vacation based on their length of service with the Carrier.
- 12.3 An employee who is out of service for a temporary period of time (less than 30 days) will not be considered as having a break in service for vacation eligibility.

## **SECTION 13 – VACATION SCHEDULE**

- 13.1 The following schedule identifies the amount of vacation and year(s) of service required, as of December 31st, for such vacation amount.

<b>Length of Service, as of December 31st</b>	<b>Vacation Amount</b>
*Less than twelve (12) months	One-half (1/2) day for each completed month of service up to a maximum of five (5) days
*Twelve (12) complete months but less than twenty-four (24) months	One-half day for each completed month of service, with a maximum of ten (10) days
*Two (2) years but less than five (5) years	Two (2) weeks
*Five (5) years but less than fifteen (15) years	Three (3) weeks
*Fifteen (15) years but less than twenty-five (25) years	Four (4) weeks
*Twenty-five (25) years and over	Five (5) weeks

\*When an employee becomes eligible for the second, third, or fourth week of vacation, it may be scheduled during the year in which the employee qualifies for the additional week.

13.2 In determining vacation eligibility, the schedule indicates length of service as of December 31<sup>st</sup>. Therefore, an employee is eligible for a vacation in the year in which hired, based on the number of months worked in the year of hire, i.e.

Example

- Hired 5/10
- 5/10 - 12/31 = 7 full months service
- 1/2 day vacation x 7 months = 3.5 days' vacation
- Eligible for 3.5 days in the year of hire

13.3 If an employee does not work a full twelve (12) months during any vacation year, due to illness, leave of absence, resignation, retirement, termination or death, a pro-rated vacation eligibility amount will be determined on the basis of the number of months worked in accordance with the provisions of sections 13.18 – 13.20 of this agreement.

Note: It is understood in the application of this rule that rounding of days or months will be as follows: 0-4 will round down and 5-9 will round up.

13.4 Employees with over two (2) years of service and have worked the full previous year, the annual vacation will be paid at 1/52 of the previous years earnings. All other employees will be paid at their respective basic day's rate of pay for each day of eligible vacation.

### **PROCEDURE FOR SCHEDULING**

13.5 It is not the policy of the Company to grant vacation pay in lieu of time off. However, in the unusual event that the employee could not be spared from the job during the vacation year, the supervisor may request the payment of wages in lieu of paid vacation time off. Requests for the vacation payment in lieu of paid vacation time off should be initiated by the supervisor and submitted in writing to the department head for final approval.

13.6 Vacation must be taken during the year in which it is earned. If due to operational requirements, an employee is not able to take all of his/her vacation during the year, that vacation may be carried over and scheduled in the following year subject to supervisory approval and must be used before current year vacation is taken.

13.7 The supervisor will ensure that all employees are informed of their vacation eligibility each year.

13.8 The vacation selection process will begin on December 1<sup>st</sup> and will expire at the end of seven (7) days. Following the expiration the designated company officer and the Union representative will cooperate in the assigning of vacations. If an employee does not submit his vacation request by December 8<sup>th</sup>, his/her vacation will not be assigned until after the employees -- who submitted a request on time -- vacations are assigned. Vacations will be scheduled throughout the calendar year and will be selected in seniority order.

13.9 Employees bidding on vacation periods will state their preferences in numerical order. Employees must use vacation in week long increments but may use up to five (5) days of annual vacation on a single day basis. Unless otherwise agreed to by the management, these single day vacation days must be

scheduled at least five (5) days in advance, and are subject to the needs of the service.

- 13.10 All employees, who submit a vacation request, will be assigned up to a maximum of two weeks of vacation based upon their submitted request before any employee is assigned additional vacation. Employees eligible to more than two weeks of vacation will only be allowed to schedule one week at a time on the second, third, and etc., seniority turns.
- 13.11 Employees not having bid or not being successful bidders will be assigned as mutually agreed to between designated company officer and the Union representative. Final vacation schedule will be posted on company bulletin boards no later than December 31 of each year showing the vacation periods assigned to Employees.
- 13.12 All vacation periods will begin on Monday and end on Sunday, except that employees with rest day or days other than Saturday and or Sunday may start vacation periods to coincide with rest days.
- 13.13 Employees off on long term illness may request payment for vacation earned at any time during his absence.

### **SICK DAYS**

- 13.14 After 120 days of service, employees will have 5 annual sick days to use in the case of illness. Sick time does not accrue nor will employees be paid for unused sick time.
- 13.15 Employees must personally notify their supervisor at least sixty (60) minutes before the scheduled time to report for work to discuss the reason for the absence. Voice mail messages are considered sufficient initial notification only to provide their immediate supervisor notice regarding their absence. Employees must personally speak to their supervisor at some time during the day of the absence, even though a voice mail message has been left with their supervisor.
- 13.16 Using sick leave for any non-medical issue may result in disciplinary action.
- 13.17 Carrier reserves the right to request medical documentation signed by a licensed physician to confirm sick time off.

### **HOLIDAYS**

- 13.18 When one of the Company observed holidays falls within an eligible employee's approved vacation period, the employee will be paid for vacation time and for the holiday as well.

### **LEAVES OF ABSENCE**

- 13.19 An employee on an authorized leave of absence (other than military leave of absence) during a calendar year will be eligible for vacation on a pro-rata basis of 1/12 of the employee's vacation eligibility for each month the employee worked in the current vacation year.

Example:

- Employee is entitled to 4 weeks vacation
- Employee on medical leave for 7 months in the year
- Employee worked 5 months
- $5/12$  of 20 days = 8.3 or 8 vacation days
- Employee eligible for 8 vacation days in the current vacation year.

In cases of a veteran returning from military leave of absence, the employee's time in military service is counted as time worked for vacation eligibility.

NOTE: It is understood in the application of this rule that rounding of days or months will be as follows:  
0- 4 will round down and 5-9 will round up.

**LAYOFF**

- 13.20 A laid off employee will receive pay for all earned vacation time unused during the current vacation year (1-1 to 12-31). Payment will be at the employee's regular salary rate and will be paid at the time of layoff unless employee chooses to submit one (1) day of earned vacation per month for RRB BA-6 months of service. An employee recalled from layoff will be eligible for vacation in the current year based on the number of months worked in the current year.

Example:

- Employee eligible for 3 weeks vacation
- Laid off 3/1 (has worked 2 full months)
- Has not taken any vacation
- Paid for  $2/12$  of 3 weeks at time of layoff
- Recalled 6/1
- Works 6/1 to 12/31 = 7 months
- Eligible for  $7/12$  of 3 weeks in the current vacation year.

NOTE: It is understood in the application of this rule that rounding of days or months will be as follows:  
0- 4 will round down and 5-9 will round up.

**RESIGNATION - TERMINATION**

- 13.21 An employee who resigns, retires, dies, or is terminated will be eligible for vacation payout based on the number of full months worked in the year he/she leaves the Company. In the event the employee has taken more vacation than has been earned, based on the number of months worked, the "additional" or prepaid vacation days taken, must be re-paid to the Company as illustrated:

Example:

- Employee eligible for two (2) weeks vacation.
- Employee resigns July 1.
- Employee has taken all two (2) weeks vacation.
- Employee earned  $6/12$  of two (2) weeks or one (1) week.

- Employee would owe the Company one (1) week vacation pay.

NOTE: It is understood in the application of this rule that rounding of days or months will be as follows:  
0-4 will round down and 5-9 will round up.

## **SECTION 14 – HOLIDAYS**

14.1 There will be eight (8) paid holidays during each year as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving ( <i>Friday</i> )
Fourth of July	Christmas Eve ( <i>December 24<sup>th</sup></i> )
Labor Day	Christmas Day ( <i>December 25<sup>th</sup></i> )

14.2 To be eligible for holiday pay, employees must have completed thirty (30) days of employment and either work or be available for work on the last work day before and the first workday after the holiday. If scheduled to work the holiday, employees must protect their assignments in order to be eligible for holiday pay.

14.3 If a holiday falls on the employee's rest day, the employee will be paid for the holiday.

14.4 Employees working on a holiday will be compensated with holiday pay and overtime.

## **SECTION 15 – BENEFITS**

15.1 Employees subject to this Agreement shall be entitled to reasonable health care benefits. Benefit levels, co-payments to providers and employee cost-sharing amounts will not be materially different from those provided to other employees of the CMQ except as specifically provided by this Agreement.

Employee cost-share shall remain unchanged through December 31, 2023, after which it may be adjusted pursuant to the Collective Agreement.

15.2 Employee contribution for the health & welfare plan is based on family or individual coverage and may be reduced by participation in the Company Wellness plan.

15.3 Employees must meet the qualifying criteria described in the plans before they become eligible to receive benefits.

15.4 Employees should refer to the plan documents for exact details of their insurance benefits.

15.5 Unless pre-empted by the Family Medical Leave Act (FMLA), an employee on leave of absence for medical reasons, in excess of ten (10) working days, will be covered on the CMQ Employee Health Plan (Medical/Dental) for up to a maximum period of six months from date the leave begins.

## **SECTION 16 – 401(K) RETIREMENT PLAN**

- 16.1 The Carrier shall provide a 401(k) retirement plan on the same terms as they apply to other employees of the CMQ and as they may be amended from time to time.
- 16.2 Employees must meet the qualifying criteria described in the plans before they become eligible to receive benefits.
- 16.3 Employees should refer to the plan documents for exact details of 401(k) retirement plan.

## **SECTION 17 – JURY DUTY**

- 17.1 Employees called to jury service will receive the difference between their jury duty pay and their daily rate of pay for each day of jury duty. Paid days are limited to those on which the employee would be otherwise scheduled to work. Employees will need to provide a certificate of jury duty service signed by an officer of the court in order to be paid for each day of jury duty.

## **SECTION 18 – HEALTH & SAFETY & COMPANY BUSINESS**

- 18.1 The Company has the right and the responsibility to insure that all employees comply with all safety and health rules. It is the responsibility of the employee to become familiar with all safety rules and regulations and to perform their work in accordance with those rules and regulations. Employees will be issued a copy of CMQ's Safety Manual upon hiring. Employees are required to attend scheduled safety meetings and required training sessions.
- 18.2 An Employee required to lose time from his assignment to attend safety meetings, certification physicals or training classes, on instructions of the Carrier will be allowed all time lost and will be allowed actual expenses incurred, with the understanding the Employee shall furnish a written receipt for such expenses before being reimbursed.
- 18.3 Employees required to remain on duty to attend to any Carrier business will be paid for their continued work time.
- 18.4 Employees required to attend to Carrier business outside the hours of their assignment, such as safety meetings, training classes or certification physicals, on instructions of the Carrier will be paid actual time incurred at the applicable rate.

## **SECTION 19 – LEAVES OF ABSENCE**

- 19.1 BEREAVEMENT LEAVE: In the event of the death of an employee's immediate family member (spouse, children, stepchildren, mother, father, mother-in-law or father-in-law, brother, sister, grandparents, grandchildren) the Company will provide leave, with pay, for a period of up to three (3) consecutively scheduled workdays, to include the day of the funeral. Rest days are excluded in the calculation of the 3 workdays. The employee shall receive pay for any scheduled hours of work for which he/she is excused, provided that the employee would have been scheduled to work during such hours. Employees may be required to provide evidence of a death or their relationship to the deceased before

any leave time is paid.

- 19.2 **MILITARY RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE:** Regular full-time employees who serve In the U.S. Armed Forces or National Guard may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. Employees are expected to notify their supervisor as soon as they are aware of the dates they will be on duty so that arrangements can be made for replacement during this absence.

## **SECTION 20 – RETURN TO WORK CLEARANCE**

- 20.1 Employees who are out on sick or disability leave or on FMLA for a non-work related illness or injury, must provide a release signed by their doctor to include any work restrictions or required medications. At the discretion of the Company, the employee may be required to see the Company physician for approval prior to returning to work.
- 20.2 Before an appointment can be scheduled with the Company physician the employee must instruct their doctor to send a copy of the applicable medical file to the Company physician. The employee's doctor may require a signed release from them, and it will be the employee's responsibility to make sure that their physician gets the medical file to the designated Company physician.
- 20.3 Employees who are absent from work for 30 days or more may be required to see a Company physician for a return to work physical and a drug and alcohol screen.

## **SECTION 21 – REPORTING OF WORKPLACE INJURIES AND ILLNESS**

- 21.1 When an employee experiences a work-related injury or illness, he/she should **immediately** notify their supervisor, regardless of how minor the injury or illness.
- 21.2 We are all responsible for creating a safe and productive work environment. Therefore, all employees have a responsibility to notify their supervisor when they observe unsafe working habits or situations where there are potential safety risks.

## **SECTION 22 – DISCIPLINE**

- 22.1 No Mechanical service Employee will be disciplined without a fair and impartial hearing unless the Carrier offers a right to waive investigation, as provided in section 22.5 and said waiver is accepted by the employee.
- 22.2 The notice of hearing will be mailed (Certified Mail, Return Receipt Requested or via FedEx) or hand-delivered to the employee within fifteen (15) days of the Carrier's first knowledge of the act or occurrence. The Carrier shall provide the Local Chairman with a copy of the notice of hearing. The notice of hearing will contain information sufficient to apprise the Employee of the precise act or occurrence to be investigated. Such information will include date, time, location, assignment, and occupation of the employee at the time of the incident. The notice of hearing will also include a list of all necessary material witnesses to be called.



- 22.3 The hearing will be scheduled to take place within fifteen (15) days of the Carrier's first knowledge of the act or occurrence. The hearing may be postponed by either party due to sickness, injury or vacation of principals or witnesses. It may also be postponed due to unavailability of Chosen Representative, Charging Manager or Hearing Officer, except for situation covered by Section 22.5. The hearing may be postponed for any reasons by mutual consent of the parties. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day.
- 22.4 Hearings will be held at the home terminal of the Employee. An Employee required to attend a hearing at a location other than at his/her home terminal will be allowed personal auto expense as outlined in Section 3.7 of this Agreement.
- 22.5 The Carrier may offer a charged employee the right to waive the investigation and accept responsibility for the charges. Such offer of waiver, if accepted by the Employee will be in writing and signed by both the Carrier and the employee. Prior to signing, the employee will be given the opportunity to allow review of said waiver by his/her Local Chairman. The waiver will contain the specific amount of discipline and conditions that will be assessed as a result of the employee waiving his/her rights to an investigation. If said waiver is declined by the employee the conditions of same shall not be used in any other forum by either party.
- 22.6 Employees may not be suspended pending a hearing except when the act or occurrence to be investigated is of a serious nature including: Rule G, insubordination, extreme negligence or dishonesty. Employees' suspended while on duty will be transported to their home terminal.
- 22.7 The Employee may request that the Carrier provide witnesses not listed on the notice of hearing and will have the opportunity to secure the presence of witnesses in his/her own behalf. The Employee will have the right to be represented by a representative of his/her own choosing and he/she and his/her representative will have the right to question all witnesses. The Employee and his/her representative will be provided with an accurate copy of the hearing transcript within fifteen (15) days of the completion of the hearing if discipline will be assessed.
- 22.8 The Employee must be notified within fifteen (15) days of the completion of the hearing if discipline will be assessed. The types of discipline, which may be assessed, are reprimand, deferred suspension, relevant training, actual suspension, and dismissal. The types of discipline may be assessed individually or in combination. The Employee may be required to serve deferred suspension only if he/she commits another offense for which discipline is imposed within the twelve (12) months of the first offense. Training which is required as part of discipline will be held at the home terminal or at a mutually agreed upon location of the affected employees assignment at time of discipline. If the Employee is required to travel to attend discipline training, he/she will be allowed Personal Auto Expense as outlined in Section 3.7 of this Agreement.
- 22.9 If the finding of the hearing is that the Employee is not at fault, he/she will be so notified and he/she will be compensated for the actual wages lost, if any. If no wages are lost the Employee will be compensated for the actual time spent with a minimum of four (4) hours. In addition, the Employee will be paid Dead Heading for travel from home terminal to location of hearing and return.

- 22.10 If the finding of the hearing is that the Employee is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the Local Chairman or his designated representative to the Carrier's highest designated appeals officer. Conference must be scheduled within fifteen (15) days of receipt of appeal. Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the Employee, he/she will be paid in accordance with section 25.9 of this Section. If the appeal is denied, the decision of the Designated Company Official will be final and binding unless within six (6) months of such final denial the claim is disposed of on the property or proceedings for final disposition of the claim under the Railway Labor Act are instituted by the Employee or the duly accredited representative.
- 22.11 Forgiveness Rule: When an employee has been issued discipline which includes deferred time held in abeyance, the Carrier will reduce the amount of deferred time for each month that the employee works incident free (example: no rule violations, no injuries, no documented operational test exceptions) one day will be deducted from the days held in abeyance.
- 22.12 The time limits at any stage of handling may be extended by written agreement between the Carrier and SMART. When the U.S. Mail is used, the US Postal Service postmark will govern in determining compliance with the various time limits.
- 22.13 If the Carrier's discipline decision is modified or overturned at any stage of handling resulting in a payment to the Employee, the Carrier will forward modified BA-6 data to the Railroad Retirement Board to assure that BA-6 credits are awarded to the Employee for all time withheld from service in connection with the Carrier's discipline decision pursuant to the provisions of Section 22 of this Agreement.
- 22.14 Disputes arising from the application of paragraph 22.13 of this Section will be resolved by:
- (a) Seeking an Interpretation of the applicable award
  - Or
  - (b) For cases resolved locally before reaching arbitration, pursuant to the provisions of Section 27 of this Agreement.

## **SECTION 23 – CLAIMS/GRIEVANCES NOT INVOLVING DISCIPLINE**

- 23.1 All claims/grievances must be filed within fifteen (15) days from the date of the occurrence on which the claim/grievance is based.
- 23.2 Sufficient available information will be provided to identify the basis of the claim/grievance, such as:
- a) Name, Occupation, Employee ID Number
  - b) Train symbol or job number
  - c) Engine number(s)
  - d) On and off duty times
  - e) Nature of the service rendered or of the action/lack of action alleged to be improper upon which the claim/grievance is based.
  - f) Date, time, location, and involved Carrier officer relevant to the claim/grievance, if known. Applicable Agreement Rule, if known, and reason(s) supporting claim/grievance. Remedy sought

- 23.3 To file a claim/grievance, the Employee or his duly accredited representative will provide the applicable, necessary, and available information specified in section 23.2 to the designated official, consistent with the time limits of section 23.1.
- 23.4 When a claim/grievance is not allowed or when payment of a claim is less than the full amount claimed, the Employee who filed the claim will be so informed of the reason in writing within thirty (30) days from the receipt of the claim. If such notification is not made, the claim/grievance will be allowed as filed, but such allowance will not validate the merits of the claim or any similar claim nor will such allowance establish any precedent.
- 23.5 All claim/grievances which are denied in whole or in part within the proper time limit may be appealed within sixty (60) days from the postmark date of denial by the Employee or the duly accredited representative to the Designated Company Official. Within thirty (30) days from the receipt of such appeal a date, time, and place for conference will be set. Decision on appeal will be made at the conference or within thirty (30) days thereafter.
- 23.6 The decision of the Designated Company Official will be final and binding unless within six (6) months of such final denial the claim is disposed of on the property or proceedings for final disposition of the claim Under the Railway Labor Act are instituted by the Employee or the duly accredited representative.
- 23.7 The time limits at any stage of handling may be extended by written agreement between the Carrier and SMART. When the U.S. Mail is used, the US Postal Service postmark will govern in determining compliance with the various time limits.

## **SECTION 24 – ATTENDING COURT, INQUESTS, INVESTIGATIONS**

- 24.1 Employees required to attend court, depositions, inquests, and investigations, by or on behalf of the Carrier (on a rest day) without losing time from their assignments will be paid each day for actual time consumed at the straight time hourly rate and will be allowed actual necessary expenses incurred, with the understanding that employees will furnish written receipt for such expenses before being reimbursed.
- 24.2 Employees required to attend court, depositions, inquests, and investigations by or on behalf of the Carrier and prevented from working their assignments will be paid for all time lost and will be allowed actual necessary expenses incurred, with the understanding that employees will furnish written receipt for such expenses before being reimbursed.
- 24.3 It is understood that the provisions of this Article do not apply in the case of employees attending hearings where they are disciplined.

## **SECTION 25 – PHYSICAL CONDITION**

- 25.1 When there is an irreconcilable difference of opinion between the Carrier's doctor and Employee's doctor with respect to the Employees' permanent physical disability, a Carrier representative and General Chairman will select a competent medical professional to make that determination, whose decision will be final and binding.

## **SECTION 26 – BULLETIN BOARDS**

- 26.1 The Carrier shall provide space on bulletin boards if available, or other space for the organization to hang a bulletin board, at all home terminals to post notice of union business, provided that such notice(s) shall not include any defamatory or anti-Carrier material.

## **SECTION 27 – REPRESENTATION**

- 27.1 The Company respects the right of individual employees to become Union members in good standing. It shall be a condition of the continued employment of all employees covered by this Agreement that each employee shall, on or before the first day of each calendar month, pay to the Union as a fee for such services rendered and to be rendered by the Union in acting as such employee's representative for purposes of collective bargaining, an amount chargeable as an agency fee. Employees hired after the effective date of this agreement, shall as a condition of employment pay or tender to the Union such amounts for the period on or after the 90th day after such entrance.
- 27.2 The Company will deduct from wages due employees represented by the Union amounts for periodic dues, initiation fees, and assessments (but not fines and penalties), for each employee from which the Company has received a written and un-revoked authorization in the form attached hereto as Appendix B. Deductions shall be made by the Company in accordance with certified deduction lists furnished by the treasurer of the Union. The Company will make deductions monthly from the second pay period in each calendar month, and the Company will remit via electronic transfer to the treasurer the order of the Officer designated by the Union the total amount of such deductions on or before the 20th day of the following month. In the event an employee's earnings are insufficient to permit the full amount of deduction, no deduction shall be made for such period and the responsibility for collection will rest entirely with the Union. The Company will provide the designated Union Officer a list setting forth the deductions for that monthly period.
- 27.3 The following payroll deductions shall have priority over deductions covered by this Article: Federal, State, and Municipal taxes and other deductions required by law; amounts due the Company for items such as group health insurance premiums, shoes, credit unions, united fund, other valid assignments and deductions.
- 27.4 Upon written notification from the Union that an employee has failed to pay Union dues or an agency fee, and upon request from the Union that the employee be terminated, the Company shall terminate the employee.
- 27.5 The Union shall indemnify, defend, and save the Company harmless against all claims, suits, or liability arising out of the application of this Article.

## **SECTION 28 – MORATORIUM**

- 31.1 This Agreement will remain in effect through December 31, 2023, and therefore until changed or modified in accordance with the provisions of the Railway Labor Act.
- 31.2 No party to this Agreement will serve notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of this Agreement prior to October 1, 2023, to be effective January 1, 2024.

- 31.3 All proposal in pending notices served by the Organization and the Carrier are hereby withdrawn.
- 31.4 This Article will not bar the Carrier or the Organization from agreeing upon any subject of mutual interest.
- 31.5 This agreement between the parties dated May 5, 2022, and constitutes the whole agreement.

Signed on the 5<sup>th</sup> day of May, 2022.

For the:

Central Maine & Quebec Railway  
(d/b/a Canadian Pacific)



Myron Becker  
Chief Labor Officer

SMART Transportation Division



Richard D. Lee  
General Chairperson



David Pezzaniti  
Director Labor Relations

**APPENDIX A**  
**SENIORITY ROSTER**

<b>Car</b>				
<b>Employee First Name</b>	<b>Employee Last Name</b>	<b>Employee Number</b>	<b>Seniority Number</b>	<b>Seniority Date</b>
Clifton	Green	1015179	1	6-Jan-1997
Daniel	Brawn	1015160	2	5-Jul-2005
Ryan	Shorey	1015223	3	13-Jan-2017
Bradley	Brown	1015161	4	23-Apr-2018
Andrew	Batchelder	1015154	5	8-Apr-2019

<b>Engine</b>				
<b>Employee First Name</b>	<b>Employee Last Name</b>	<b>Employee Number</b>	<b>Seniority Number</b>	<b>Seniority Date</b>
Kim	Hussey	1015187	1	9-Jan-2003
Jeff	Black	1015156	2	9-Jan-2003
James	Hartin	1015182	3	31-Dec-2005
Josh	Anderson	1015146	4	13-Mar-2006
Todd	Goodine	1015177	5	9-Jan-2003
David	Stupakewicz	1015225	6	28-Feb-2011

**APPENDIX B**

**UNION DUES**

WAGE DEDUCTION AUTHORIZATION  
Central Maine & Quebec Railway AND  
SMART TRANSPORTATION UNION

EMPLOYEE IDENTIFICATION NO. \_\_\_\_\_

(print)

\_\_\_\_\_  
LAST NAME    FIRST NAME    INITIAL

HOME ADDRESS:

\_\_\_\_\_  
NUMBER AND STREET    CITY    STATE    ZIP CODE

TO:      ADMINISTRATOR MANAGER:      Central Maine & Quebec Railway

I hereby assign to the SMART Transportation Union that part of my wages necessary to pay periodic dues, assignments and insurance premiums (not including fines and penalties) as reported to the Company by the Treasurer of the Local of the SMART Transportation Union in a monthly deduction list certified by him as provided in the Deduction Agreement, entered into by the Company and the SMART Transportation Union, and I authorize the Company to deduct such from my wages and pay it over to the Treasurer of the Local of the SMART Transportation Union in accordance with the Deduction Agreement.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LOCAL NO.

**SIDE LETTER #1**

SIDE LETTER # 1

August 12, 2016

Mr. Jeremy Ferguson  
Vice-President, SMART-TD

RE: H&W Monthly Employee Contributions

Dear Mr. Ferguson,

The following confirms our discussion during the just concluded negotiations that resulted in the August 11, 2016 Memorandum of Agreement.

All current employees of the CMQ Railway covered by this agreement will not be subject to an increase in the H&W monthly employee contribution rate currently in effect, unless it is as a direct result of an increase to the CMQ Railway (employer) monthly or annual costs as dictated by healthcare market pricing. There will be no increase as a result of a change in percentage of employee costs vs. employer costs as a means of recouping any increase in hourly wages.

In addition the SMART-TD Vice-President, the SMART-TD CMQ General Chairman and the SMART-TD CMQ Local Chairmen will be allowed to review the data from the CMQ healthcare provider substantiating the Carrier's position that an increase is required as a result of increasing price or costs.

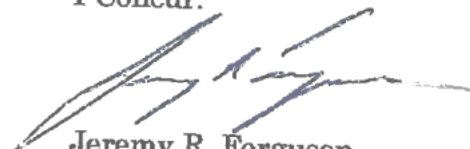
I trust the foregoing reflects our discussions on this matter.

Yours truly,



Ryan Ratledge  
COO CMQ Railway

I Concur:



Jeremy R. Ferguson  
Vice-President, SMART-TD



**SIDE LETTER #2**

**Retroactivity and Eligibility**

May 5, 2022

Richard D. Lee  
General Chairperson  
12443 San Jose Blvd., Suite 701  
Jacksonville, FL 32223

Dear Sir,

This refers to our discussions regarding payment of the retroactive portion of the General Wage Increase effective January 1, 2020. The retroactive payments will be paid as reflected in Article 1.

The Company shall endeavor to make the retroactive payments applicable to the period dating from January 1, 2020 up to the effective date of this agreement, within sixty (60) days from the effective date of this agreement, subject to all applicable taxes and deductions.

To be eligible to receive the retroactive payments provided herein, an employee must have a current employment relationship with the Company on the effective date of this Memorandum of Agreement.

In the event the Company is unable to make such payments within sixty (60) days, it shall notify the General Chairman of the reasons for the delay and the date on which such payments shall be made.

If you concur this reflects our understanding during negotiations leading to the tentative agreement between the parties, please sign in the space provided.

Yours Truly,



Myron Becker  
Chief Labor Officer

For SMART TD,



Richard D. Lee  
General Chairman

**SIDE LETTER #3**

**Application of General Wage Increase for the Term of Agreement**

May 5, 2022

Richard D. Lee  
General Chairperson  
12443 San Jose Blvd., Suite 701  
Jacksonville, FL 32223

Dear Sir,

This refers to our discussions regarding a General Wage Increase over the 4-year term of the Collective Agreement covering January 1, 2020 through and including December 31, 2023.

The parties have agreed that the General Wage Increases applied in the year 2023 will be 3%.

However, there will be the opportunity for the General Wage Increase in the year 2023 to escalate based on year-over-year percentage increases to the Company's Revenue Ton Mileage (RTM) metric.

RTMs are available for review externally on the Investor Relations website:

<http://investor.cpr.ca/key-metrics>.

This option will be triggered based on criteria outlined below:

1. Base for future years cannot be less than the base average performance for the period of December 1, 2017 to November 30, 2020.
2. If RTMs increase year-over-year, and have satisfied Item 1 above, the following potential General Wage Increase will be added to the currently agreed to increases:

Increase to year-over-year RTMs	< 3%	≥3-<4%
Associated General Wage Increase	0%	0.50%

3. For the purposes of determining the year-over-year increases to RTMs the parties agree that the following twelve (12) month periods will be used in this calculation:

<b>Wage Increase Effective January 1</b>	<b>Performance Year</b>	<b>Base Year Period</b>
2023 - 3%	December 1, 2021 - November 30, 2022	December 1, 2020 - November 30, 2021

The parties agree that both criteria outlined above are based on freight service only. Additionally, should the Company enter into any sale or acquisition of business during these periods, the effect of any transactional impact will be removed from the RTM snapshots for all the periods outlined above.

If you concur this reflects our understanding during negotiations leading to the tentative agreement between the parties, please sign in the space provided.

Yours Truly,

For SMART TD,



Myron Becker  
Chief Labor Officer

Richard D. Lee  
General Chairman

**SIDE LETTER #4**

**Option to Extend**

May 5, 2022

Richard D. Lee  
General Chairperson  
12443 San Jose Blvd., Suite 701  
Jacksonville, FL 32223

Dear Sir,

Pursuant to the terms of Side Letter No. 2 of the Memorandum of Understanding between the CP/CMQ and SMART-TD effective May 5, 2022, this letter is to inform you that the Company is agreeable to extend the Agreement for one (1) year. The General Wage Increase shall be applied in January 2024 will be 2.75%.

If extended, neither party shall serve prior to November 1, 2024, not to become effective prior to January 1, 2025, any notice or proposal for the purpose of modifying, adding to, or deleting from the provisions of the May 5, 2022 Agreement.

If you agree to extend the Agreement until December 31, 2024, please so indicate by signing on the space provided below and return it prior to October 1, 2023.

Sincerely,



Myron Becker  
Chief Labor Officer

For SMART TD,



Richard D. Lee  
General Chairman