

# **COLLECTIVE AGREEMENT**

between

**BOMBARDIER TRANSPORT CANADA Inc.**

and

**TEAMSTERS CANADA RAIL CONFERENCE**

**On Behalf of**

**Maintenance, Conductors, Locomotive Engineers  
Division 760**



## CONTENTS

PREAMBLE	6
RECOGNITION	6
CHANGES TO THE COLLECTIVE AGREEMENT	6
RESERVATION OF MANAGEMENT RIGHTS	6
WORKPLACE DIGNITY AND RESPECT	7

### **COMMON PROVISIONS (Applicable to all Crafts)**

ARTICLE 1 - SENIORITY	8
ARTICLE 2 - EXISTING SHOP SENIORITY STANDING	8
ARTICLE 2.03 – GRANDFATHER CLAUSE	8
ARTICLE 3 – UNION SECURITY	9
ARTICLE 4 – PROBATIONARY EMPLOYEE	9
ARTICLE 5 – TERMINATION OF EMPLOYMENT	10
ARTICLE 6 – DUTY TO ACCOMMODATE	10
ARTICLE 6.02 - ACCOMMODATION & RETURN TO WORK COMMITTEE	10
ARTICLE 7 - PAY DAY	11
ARTICLE 8 - TRAVEL COMPENSATION	12
ARTICLE 9 - RECOGNIZED HOLIDAYS	14
ARTICLE 10 – VACATION	17
ARTICLE 11 - FLOATER DAYS	18
ARTICLE 12 – PENSION	19
ARTICLE 13 - BENEFITS	19
ARTICLE 13.01 – GROUP INSURANCE	19
ARTICLE 13.02 – CONTRIBUTION TO THE INSURANCE PLAN	19
ARTICLE 13.03 – LIFE INSURANCE	20
ARTICLE 13.04 – ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD & D)	20
ARTICLE 13.05 – SHORT-TERM DISABILITY	20
ARTICLE 13.06 – LONG-TERM DISABILITY	20
ARTICLE 13.07 – MEDICAL CARE	20
ARTICLE 13.08 – VISION CARE	21
ARTICLE 13.09 – DENTAL CARE	21
ARTICLE 13.10 – DRUG INSURANCE CARD	21
ARTICLE 14 – SICK LEAVE	21
ARTICLE 15 – MEDICAL EXAMINATIONS	22
ARTICLE 16 – HEALTH AND SAFETY	23

ARTICLE 16.17 – WORK STOPPAGE DUE TO UNEXPECTED DANGER _____	25
ARTICLE 17 – BEREAVEMENT LEAVE _____	26
ARTICLE 18 – BIRTH/ADOPTION LEAVE _____	26
ARTICLE 19 – FAMILY OBLIGATION LEAVE _____	26
ARTICLE 19.04 – MARRIAGE LEAVE _____	27
ARTICLE 20 – MATERNITY, PATERNITY AND PARENTAL LEAVE _____	28
ARTICLE 21 – JURY DUTY _____	28
ARTICLE 22 – LEAVE OF ABSENCE _____	29
ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE _____	29
ARTICLE 23.01 - WAGE CLAIMS AND/OR ALLEGED VIOLATIONS OF THE COLLECTIVE AGREEMENT _____	29
ARTICLE 23.04 - STEP 1 – PRESENTATION OF GRIEVANCE TO THE DESIGNATED SUPERVISOR _____	29
ARTICLE 23.05 - STEP 2 – APPEAL TO THE DESIGNATED COMPANY OFFICER _____	30
ARTICLE 23.06 - STEP 3 – APPEAL TO MANAGER, HUMAN RESOURCES _____	30
ARTICLE 23.09 - POLICY GRIEVANCE _____	30
ARTICLE 23.12 - APPEAL AGAINST DISCIPLINE IMPOSED _____	31
ARTICLE 23.13 - STEP 2 – APPEAL TO THE DESIGNATED COMPANY OFFICER _____	31
ARTICLE 23.14 - STEP 3 – APPEAL TO MANAGER, HUMAN RESOURCES _____	31
ARTICLE 23.15 – APPEAL AGAINST DISCIPLINE IMPOSED (DISMISSAL) _____	31
ARTICLE 23.16 - STEP 3 – APPEAL TO MANAGER, HUMAN RESOURCES _____	31
ARTICLE 23.17 – SETTLEMENT OF APPEAL, ARBITRATION _____	31
ARTICLE 24 – INVESTIGATIONS AND DISCIPLINE _____	32
ARTICLE 25 – INFORMAL HANDLING _____	34
ARTICLE 26 - MEMBERSHIP IN THE UNION _____	34
ARTICLE 27 - CHECK OFF UNION DEDUCTIONS _____	35
ARTICLE 28 - UNION ACTIVITIES _____	35
ARTICLE 29 - DIVISION OFFICERS _____	37
ARTICLE 29.07 - REGIONAL OFFICERS _____	38
ARTICLE 29.08 - NATIONAL OFFICERS _____	38
ARTICLE 29.09 - HEALTH CARE BENEFITS _____	38
ARTICLE 29.10 - ADMINISTRATION _____	38
ARTICLE 30 - BULLETIN BOARD _____	38
ARTICLE 31 - TRANSMISSION OF DOCUMENTS _____	39
ARTICLE 32 – NOTIFICATION TO THE COMPANY _____	39
ARTICLE 33 – COMPANY INITIATED MEETINGS _____	39
ARTICLE 34 – COPY OF THE AGREEMENT _____	40
ARTICLE 35 – DURATION OF AGREEMENT _____	40
ARTICLE 35.01 - NO STRIKE/LOCKOUT _____	40

**MAINTENANCE PROVISIONS**

ARTICLE 36 – CLASSIFICATIONS AND WAGE RATES \_\_\_\_\_ 42

ARTICLE 37 - PREMIUMS \_\_\_\_\_ 43

ARTICLE 38 - SUBCONTRACTING \_\_\_\_\_ 43

ARTICLE 39 – WORKING HOURS \_\_\_\_\_ 44

ARTICLE 40 - OVERTIME \_\_\_\_\_ 45

ARTICLE 40.02 – DISTRIBUTION OF OVERTIME \_\_\_\_\_ 45

ARTICLE 40.02 (c) – FILLING A VACANT OT SHIFT \_\_\_\_\_ 46

ARTICLE 40.02 (d) – CONTINUATION OF TASK OT \_\_\_\_\_ 46

ARTICLE 40.03 – OVERTIME ALLOCATION ERROR \_\_\_\_\_ 47

ARTICLE 41 – TEMPORARILY CHANGING CLASSIFICATIONS \_\_\_\_\_ 47

ARTICLE 42 – TEMPORARY TRANSFERS \_\_\_\_\_ 47

ARTICLE 42.01 – TEMPORARY REPLACEMENT \_\_\_\_\_ 47

ARTICLE 44 – END OF THE REPLACEMENT \_\_\_\_\_ 48

ARTICLE 45 – POSTING AND FILLING OF VACANCIES \_\_\_\_\_ 48

ARTICLE 46 – LAYOFF AND RECALL \_\_\_\_\_ 50

ARTICLE 46.01 – LAYOFF PROCEDURE \_\_\_\_\_ 50

ARTICLE 47 – NOTICE OF EXERCISE OF THE RIGHTS TO DISPLACE \_\_\_\_\_ 50

ARTICLE 47.01 – SPECIAL QUALIFICATIONS \_\_\_\_\_ 51

ARTICLE 47.02 – NOTICE OF LAYOFF \_\_\_\_\_ 51

ARTICLE 47.03 – RECALL AT WORK FOLLOWING LAYOFF \_\_\_\_\_ 51

ARTICLE 48 – CAFETERIA AND COMMON AREAS \_\_\_\_\_ 51

ARTICLE 49 – TECHNOLOGICAL CHANGE \_\_\_\_\_ 52

ARTICLE 50 - DEFINITIONS \_\_\_\_\_ 52

ARTICLE 51 – JOB DESCRIPTIONS \_\_\_\_\_ 53

ARTICLE 51.01 – DESCRIPTION OF DAILY WORK \_\_\_\_\_ 53

ARTICLE 51.02 – DESCRIPTION OF HANDLING WORK \_\_\_\_\_ 53

ARTICLE 51.03 – DESCRIPTION OF THE WORK OF THE MAINTENANCE WORKER \_\_\_\_\_ 54

ARTICLE 51.04 – DESCRIPTION OF THE WORK OF THE ELECTRICAL TECHNICIAN \_\_\_\_\_ 54

ARTICLE 51.05 – DESCRIPTION OF THE MECHANICAL TECHNICAL WORK \_\_\_\_\_ 55

ARTICLE 51.06 – DESCRIPTION OF THE SENIOR TECHNICAL WORK \_\_\_\_\_ 56

## **CONDUCTOR AND LOCOMOTIVE ENGINEER PROVISIONS**

ARTICLE 52 – CLASSIFICATIONS AND WAGE RATES	58
ARTICLE 53 - PREMIUMS	58
ARTICLE 54 – BASIC DAY	58
ARTICLE 55 - OVERTIME	59
ARTICLE 56 – WEEKLY GUARANTEE	59
ARTICLE 57 – CREW CONSIST	60
ARTICLE 58 – CALLED AND CANCELLED	60
ARTICLE 59 – SPAREBOARD (SB)	60
ARTICLE 60 – LOCOMOTIVE ENGINEER SPAREBOARD	63
ARTICLE 61 – EXTRA WORK – AD HOC (NO SB AVAILABLE)	63
ARTICLE 62 – FILLING VACANCIES	64
ARTICLE 62.01 – AD-HOC VACANCY	64
ARTICLE 62.07 – PERMANENT VACANCY (PV)	65
ARTICLE 63 – POSTING AND FILLING OF VACANCIES	67
ARTICLE 64 - DISPLACEMENT	68
ARTICLE 65 – GENERAL AD	68
ARTICLE 66 – LAYOFF AND RECALL	69
ARTICLE 67 – MANDATORY TIME OFF DUTY	69
ARTICLE 68 – FATIGUE MANAGEMENT	69
ARTICLE 69 – NEW HIRE CONDUCTOR TRAINING	70
ARTICLE 69.01 – NEW HIRE CONDUCTOR BULLETINS	70
ARTICLE 69.02 – SELECTION OF CANDIDATES	70
ARTICLE 69.03 - TRAINING	71
ARTICLE 69.04 – PARTIES TO MONITOR TRAINING PROGRESSION	72
ARTICLE 70 – LOCOMOTIVE ENGINEER TRAINING	72
ARTICLE 71 – LOCOMOTIVE ENGINEER SELECTION PROCESS	74
ARTICLE 72 - TRAINER	75
ARTICLE 74 - DEFINITIONS	76
APPENDIX A – MAINTENANCE SENIORITY LIST	79
APPENDIX B – CONDUCTORS SENIORITY LIST	82
APPENDIX C – LOCOMOTIVE ENGINEERS SENIORITY LIST	84

## **PREAMBLE**

The Company and the Union agree that co-operation between the parties is essential for the long-term viability of the operations which can only be achieved through profitability by maintaining high operational efficiency and productivity and ongoing improvement, which in turn will facilitate stable employment, equitable treatment, compensation and the recognition of employees' contribution.

The Company and the Union agree that the purpose and intent of this Agreement is to promote and establish harmonious collective bargaining relations between the Company and its employees; to govern the relationship between the parties; to promote efficiency and service; to establish rates of pay and other working conditions as set out herein and to set forth a procedure to be followed by the parties to this Agreement and by the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise out of the administration of the terms and conditions of this Agreement.

The parties recognize that from time to time the appropriate officers of the Union and the appropriate officers of the company upon mutual agreement, may deem it necessary to make modifications of this agreement to address locale conditions.

## **RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company engaged in the calling of crews and the operation of trains relating to the exo Operations within Montreal, save and except salaried personnel, including supervisors and persons above the rank of supervisor, office, clerical and technical staff.

## **CHANGES TO THE COLLECTIVE AGREEMENT**

At any time during the term of this collective agreement, the parties reserve the right to disregard or modify, in whole or in part, any of the articles of this agreement on the express condition that this is done by mutual written agreement and signed by the authorized representatives of each party.

## **RESERVATION OF MANAGEMENT RIGHTS**

The Union recognizes the Management's authority to manage the affairs of the Company, to direct its working forces, including the right to hire, schedule, transfer, promote, demote, discipline, suspend and discharge for just cause any employee and to increase or

decrease the working force of the Company, to reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this Agreement or statutory obligation of applicable laws, subject to the grievance procedure.

Work of persons excluded from the accreditation unit the Employer acknowledges that the work covered by this Collective Agreement shall only be performed by members of the bargaining unit. In return, the Union recognizes the employer's right to have persons who are excluded from the accreditation unit perform duties normally performed by employees covered by this collective agreement, in the following cases:

- 1) For training or training needs;
- 2) In emergencies as defined in Articles 50.0 and 74.0

## **WORKPLACE DIGNITY AND RESPECT**

The Company and the Union agree that a safe and respectful workplace requires full commitment of everyone from senior management to every maintenance and operations employee demonstrated on a daily basis. The full participation of all stakeholders is required to maintain the culture of a safe and respectful workplace. Everyone has a role to play in preventing workplace violence and harassment hazards. All workers are entitled to be treated with respect and dignity, without fear of violence, domestic violence and harassment.

Violence, domestic violence and harassment happen between individuals within Labour and corporate organizations. Violence and harassment in any form are organizational issues that must be addressed. The Company and the Union agree to jointly support the development and administration of effective policies and programs that will support victims and hold perpetrators/offenders accountable. The organization is also committed to providing support to victims of domestic violence. A whole organizational approach is the most effective way to promote ongoing learning, development, and communication about workplace violence and harassment. Every worker has the right to be treated with respect and dignity at the workplace.

The Company and the Union agree to establish a Violence and Harassment Prevention Team with the authority and mandate to oversee Bombardier's initiatives to prevent and respond to violence, domestic violence, harassment, and to promote the standard of respect and dignity for every worker.

The Company and the Union agree to administer their responsibilities in this regard as outlined within the policy.

## **COMMON PROVISIONS**

(Applicable to all crafts)

### **1.0 Seniority**

- 1.01 Seniority shall be established and maintained for all employees in the Bargaining Unit as determined within this agreement.
- 1.02 For the purposes of clarification, where the term “hire” is used in this article it refers to the first day an employee is entitled to remuneration.
- 1.03 For employees who have the same date of hire, their seniority ranking will be determined by way of a draw conducted in the presence of a union representative or his designate.
- 1.04 Where the collective agreement provides for employees to change classification, employees with the intention of moving permanently from one classification of service to another will establish their classification seniority according to the relevant articles of the collective agreement.

**Note:** If an employee moves to a different classification, they will be placed at the bottom of the classification seniority list within the position they have been awarded.

- 1.05 An employee’s service shall be continuous from the first day of hire.
- 1.06 The Classification Seniority list will be revised annually and posted on designated bulletin boards and (and COMPASS) a copy of the seniority list will be forwarded to the General and Local Chairperson(s).

### **2.0 Existing Shop Seniority Standing**

- 2.01 Should a Maintenance employee be unsuccessful in satisfying the requirements to become a Qualified Conductor, he/she will revert back to their former maintenance classification without loss of seniority;
- 2.02 Successful applications who train and qualify as a Conductor, and are laid-off from the position of Conductor, will return to their Shop Seniority as follows:

#### **2.03 Grandfather Clause**

The following will take place when Conductors have been laid-off in reverse seniority order (junior to senior) and those employees had previously held seniority in the Maintenance Department. Those employees who under the March 9, 2018 interim agreement, when returning to the Maintenance Department account lay-off, will return to the last position held before their promotion to Conductor, they will not lose seniority.



2.04 Any employee who after the date of the ratification of this agreement is promoted to the position of Conductor and is laid-off, will return to the Maintenance Department and will become the junior employee in the last position held.

### **3.0 Union Security**

3.01 A bargaining unit employee who accepts a position outside of the bargaining unit on a permanent basis will relinquish bargaining unit rights.

3.02 A BU employee may accept a position outside of the BU on a temporary basis for a period of up to twelve (12) cumulative months. At the end of the 12 cumulative months, the employee shall return to his/her previous permanent position or they are considered permanent and Article 3.01 applies. The employee upon returning to the Bargaining Unit at the end of the 12-months (or less) MUST pay all Union dues that have accumulated over the 12-months. If dues are not paid prior to "book on/return" to the BU, the employee will not retain their previous seniority. In this circumstance the employee will be considered a new employee.

3.03 Any employee that accepts a position outside of the bargaining unit a second time on a temporary basis for a period of up to eight (8) cumulative months. At the end of the 8 cumulative months (or less), the employee shall return to his/her previous permanent position or they are considered permanent and Article 3.01 applies. The employee upon returning to the Bargaining Unit at the end of the 8-months MUST pay all Union dues that have accumulated over the 8-months. If dues are not paid prior to "book on/return" to the BU, the employee will not retain their previous seniority. In this circumstance the employee will be considered a new employee.

3.04 Any employee that accepts a position outside of the bargaining unit a third time on a temporary basis for a period of up to four (4) cumulative months. At the end of the 4 cumulative months (or less), the employee shall return to his/her previous permanent position or they are considered permanent and Article 3.01 applies. The employee upon returning to the Bargaining Unit at the end of the 4-months MUST pay all Union dues that have accumulated over the 4-months. If dues are not paid prior to "book on/return" to the BU, the employee will not retain their previous seniority. In this circumstance the employee will be considered a new employee.

3.05 Any employee that accepts a position outside of the BU a fourth time will fall under 3.01.

3.06 Any exceptions must be agreed to between the parties.

### **4.0 Probationary Employee**

4.01 The probation of each employee covered by this Agreement shall end after the period of six (6) months from the date their employment began. Should the employee be absent for more than five (5) consecutive days during the probationary period, their probation will be extended to equal the number of days absent. Union Leave and bereavement shall be

excluded from the absences outlined above. Intent is total probationary period will not exceed 6 months.

- 4.02 It is understood and agreed the dismissal of a probationary employee is a decision of the Company. However, such dismissal of a probationary employee shall be for just cause understanding that the standard for cause relating to a probationary employee is lower than that of a non-probationary employee.

## 5.0 Termination of Employment

- 5.01 Seniority rights shall cease and employment deemed terminated for any of the following reasons:

1) If an employee voluntarily quits the employment of the Company;

2) If an employee is discharged for just cause or if an employee overstays a leave of absence or remains away from work without permission (or fails to adequately justify their absence) for a period of more than three (3) consecutive working days and such employee is not reinstated pursuant to the provisions of the collective agreement. Employees will not be terminated until a formal investigation is conducted.

3) If an employee fails to report for work in accordance with a notice of recall, or within fourteen (14) working days after registered mailing date of such notice, whichever is later.

## 6.0 Duty to Accommodate

- 6.01 The Company and the Union recognize the legal obligations associated with the duty to accommodate and commit to accommodate bargaining unit employees as provided herein. All employee related legislation is considered as incorporated into the Collective Agreement.

The central purpose of the duty to accommodate in employment is to promote, within the bounds of reason, the ability of individuals to fairly and equally participate in the workplace through the elimination of the discriminatory effects of workplace standards.

Accommodation is that which is needed in the circumstances to avoid discrimination and may require modification of job duties, work schedules, policies, procedures, equipment, or the workplace environment itself. It may also entail providing leaves of absence, training, transfers, and/or bundling of duties, among other things. The duty to accommodate is limited only by the standard of undue hardship, which is to be assessed on a case by case basis having regard to various factors.

## 6.02 Accommodation & Return to Work Committee

The Company will designate a Human Resources officer and the Union will designate the Division Legislative Representative (or alternate designate) as the contact person in each

case and who are responsible to administer the Accommodation & Return to Work Policy and Program. In addition, each party will designate one representative from the Maintenance Facility and Operations to complete the Joint Committee. Each additional Maintenance Facility will have corresponding Committee representatives. The associated costs are to be borne by the Company.

**Bombardier**

**TCRC Division**

Human Resources  
Operations Supervisor

Legislative Representative  
Operations Representative and/or  
Maintenance Representative as applicable

Committee contact information will be posted in sufficient work locations so that every bargaining unit employee has full access to that information. The Accommodation & Return to Work Policy and Program will be equally posted and available to each bargaining unit employee upon request. A dedicated Bulletin Board will be used for this information as well as any associated information.

The process of Accommodation & Return to Work begins with the employee contacting the Company, which may be done through any one of the Committee representatives. The administration of the process will be determined as provided for within the Policy and Program.

At any part of the process, disputes must be thoroughly investigated and significant efforts made to resolve them in a timely manner. Unresolved disputes may be advanced within the grievance procedure through to arbitration, if necessary, for final and binding resolution.

**7.0 Pay Day**

- 7.01 Employees shall be paid bi-weekly (currently Thursday) by electronic funds transfer, with a detailed Pay Record supplied at the same time.
- 7.02 The Pay Record for employees shall contain sufficient detail so that employees can determine if the correct payment has been made. (for example: regular pay, overtime, shift or other premiums, vacation pay, general holiday pay, etc.). Should an employee require more details than are contained in their pay record, they should contact their Supervisor.
- 7.03 Wages and any claims for compensation not allowed will be promptly denied and the employee provided a written explanation outlining the reason(s). When a portion of the wages or claim is denied, the undisputed portion is to be paid on the current payroll relative to that date. If the employee is not notified of the denial within thirty (30) days the full amount will be paid.

7.04 When an employee is short paid more than \$200.00 regular wages in one pay period, a payment will be made to cover the shortage on the off-cycle run as a result of an employee's request.

**8.0 Travel Compensation**

8.01 When an employee is called to protect an assignment away from their designated on duty location, or is required to attend a Company meeting away from their designated on duty location the employee will be compensated each day at their classification's applicable rate (\$0.45/km) as follows:

Lachine	Pte St-Charles	13 kms
Lachine	Gare Centrale	12 kms
Lachine	Mascouche	46 kms
Lachine	St. Hilaire	59 kms
Lachine	Vaudreuil	37 kms
Lachine	Delson	20 kms
Lachine	St. Eustache	34 kms
Lachine	St. Antoine	51 kms
Lachine	Lucier L'allier	11 kms

Gare Centrale	Lachine	20 kms
Gare Centrale	Pte St-Charles	5 kms
Gare Centrale	Mascouche	44 kms
Gare Centrale	St. Hilaire	45 kms
Gare Centrale	Vaudreuil	45 kms
Gare Centrale	Delson	24 kms
Gare Centrale	St. Eustache	42 kms
Gare Centrale	St. Antoine	56 kms
Gare Centrale	Lucien L'allier	1 kms

Vaudreuil	Lachine	37 kms
Vaudreuil	Pte St-Charles	46 kms
Vaudreuil	Gare Centrale	45 kms
Vaudreuil	Mascouche	66 kms
Vaudreuil	St. Hilaire	91 kms
Vaudreuil	Delson	53 kms
Vaudreuil	St. Eustache	54 kms
Vaudreuil	St. Antoine	71 kms
Vaudreuil	Lucier L'allier	44 kms

St. Eustache	Lachine	37 kms
St. Eustache	Pte St-Charles	44 kms
St. Eustache	Gare Centrale	45 kms
St. Eustache	Mascouche	38 kms

St. Eustache	St. Hilaire	77 kms
St. Eustache	Vaudreuil	52 kms
St. Eustache	Delson	51 kms
St. Eustache	St. Antoine	33 kms
St. Eustache	Lucier L'allier	44 kms
Lucien L'allier	Lachine	11 kms
Lucien L'allier	Pte St-Charles	4 kms
Lucien L'allier	Gare Centrale	1 kms
Lucien L'allier	Mascouche	37 kms
Lucien L'allier	St. Hilaire	43 kms
Lucien L'allier	Vaudreuil	44 kms
Lucien L'allier	St. Eustache	45 kms
Lucien L'allier	Delson	24 kms
Lucien L'allier	St. Antoine	54 kms
Delson	Lachine	20 kms
Delson	Pte St-Charles	25 kms
Delson	Gare Centrale	24 kms
Delson	Mascouche	65 kms
Delson	St. Hilaire	45 kms
Delson	Vaudreuil	53 kms
Delson	St. Eustache	52 kms
Delson	Lucier L'allier	24 kms
Delson	St. Antoine	66 kms
St. Hilaire	Lachine	59 kms
St. Hilaire	Pte St. Charles	45 kms
St. Hilaire	Gare Centrale	45 kms
St. Hilaire	Mascouche	62 kms
St. Hilaire	Vaudreuil	91 kms
St. Hilaire	Delson	45 kms
St. Hilaire	St. Eustache	78 kms
St. Hilaire	St. Antoine	87 kms
St. Hilaire	Lucien L'allier	43 kms
Mascouche	Lachine	46 kms
Mascouche	Pte St-Charles	38 km toll/46kms
Mascouche	Gare Centrale	44 kms
Mascouche	Pte St. Charles	39 kms
Mascouche	Lucien L'allier	37 kms
Mascouche	Vaudreuil	66 kms
Mascouche	Delson	65 kms
Mascouche	St. Eustache	38 kms
Mascouche	St. Antoine	46 kms

St. Antoine	Lachine	52 kms
St. Antoine	Pte St-Charles	56 kms
St. Antoine	Gare Centrale	60 kms
St. Antoine	Mascouche	46 kms
St. Antoine	St. Hilaire	86 kms
St. Antoine	Vaudreuil	67 kms
St. Antoine	Delson	66 kms
St. Antoine	St. Eustache	34 kms
St. Antoine	Lucien L'allier	54 kms

Pte St. Charles	Lachine	15 kms
Pte St. Charles	Gare Centrale	4 kms

		37 kms
Pte St. Charles	Mascouche	toll/46kms
Pte St. Charles	St. Hilaire	45 kms
Pte St. Charles	Vaudreuil	47 kms
Pte St. Charles	Delson	23 kms
Pte St. Charles	St. Eustache	45 kms
Pte St. Charles	St. Antoine	57 kms
Pte St. Charles	Lucien L'allier	3 kms

8.02 The above also applies where the Company requires that an employee from a regular assignment to work an assignment or to attend training or familiarization at other than their normal designated on duty location.

**Note:** The Company and Union will meet to determine travelling compensation to any future outpost or other locations or if a designated home terminal is changed or closed.

**Applies to Operations Only**

8.03 An employee's designated home terminal is situated to the closest BT Terminal.

**Example:** Employee home is Candiac then home terminal is identified to be Candiac. If required to work at another terminal such as Lachine, BT pay traveling allowance as per list included.

8.04 All travelling compensation will be over and above any applicable weekly or bi-weekly guarantees.

**9.0 Recognized Holidays**

9.01 Upon hire, all employees who qualify shall be entitled to ten (10) recognized holidays may adjust their published service schedule and reduce regular service on a day subsequent to the actual day of the recognized Holiday.

Currently the fixed holidays are:

New Year's Day	Canada Day
Day After New Year's	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
St. Jean Baptiste Day	Boxing Day

An employee who has completed their probationary period shall be entitled to an additional three (3) days to be taken as floaters (see vacation article for process)

9.02 If the Governor General or the Lieutenant-Governor of Quebec proclaims an additional general holiday during the term of this agreement for the employees covered by this agreement which compels the observance of this holiday over and above the agreed number of holidays indicated above, this Article will be amended to provide for such additional paid holiday.

9.03 An employee who qualifies in accordance with the provisions of this agreement shall be granted a holiday with pay as follows:

- 1) Employees who are normally assigned to work on the day a general holiday is observed and who are not required to work, shall be paid equivalent to the wages the employee would have earned had they worked, no less than the basic day. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- 2) Employees who are normally assigned to work on the day a general holiday is observed and who are required to work, shall be paid in addition to the pay provided in Article 9.03 (1), at a rate equal to one and one-half the employee's regular rate of wages for actual hours worked by the employee on that holiday, no less than the basic day; or at the employee's option shall be paid at a rate equal to one and one-half the employee's regular rate of wages for actual hours worked by the employee on that holiday, no less than the basic day, and be given another day off with pay at a mutually agreed to time. Straight time hours apply to the weekly guarantee and a maximum of eight (8) hours to the calculation of weekly overtime.
- 3) Employees whose vacation period coincides with any of the general holidays specified in Article 9.01 shall receive an extra day's vacation with pay added to that vacation schedule, or at the employees' option be given another day off with pay at a mutually agreed to time. Alternatively, the employee may elect to receive payment in the form a basic day at their straight time classification rate of pay as determined by their last day worked prior to that annual vacation

- 4) Employees whose scheduled day off coincides with any of the general holidays specified in Article 9.01 shall be given a scheduled workday off with pay at a mutually agreed to time. Alternatively, the employee may elect to receive payment in the form of a basic day at their straight time classification rate of pay as determined by their last day worked prior to that General Holiday. These straight time hours are used in the calculation of weekly overtime and are over and above any guarantees.

**Note:** In the application of this Article 9.03 (4), an employee may adjust their published service schedule and reduce regular service on a day subsequent to the actual day of the recognized Holiday. In those circumstances, employees whose scheduled day off coincides with any of the General Holidays specified in Article 9.01, and whose regular assignment does not work on the adjusted schedule day, shall be given that scheduled workday off with pay.

9.04 An employee will not be qualified for a paid holiday if:

- 1) The employee is on an authorized leave of absence without pay for more than five (5) days prior to or following the holiday;
- 2) The employee is receiving sickness benefits;
- 3) The employee is absent by reason of layoff for more than five (5) working days prior to the holiday;
- 4) The employee is receiving CNESST benefits.

9.05 In order to qualify for such recognized holidays, except as provided for in Article 9.04, an employee:

- 1) Must have worked the last regular scheduled shift before and the first regular scheduled shift immediately following the observed holiday and/or any designated lieu day, unless the employee is able to demonstrate that there was reasonable cause for such absence.
- 2) Must have worked on the holiday if scheduled to work, unless the employee is able to demonstrate that there was reasonable cause for such absence.
- 3) Elected Union Officers absent for union business does not disqualify for general holiday.



**Applies to Operations Only**

- 9.06 Spareboard employees who are normally assigned to protect work on the day a general holiday is observed and who are relieved from protecting work will be provided the day off with pay in the form of a basic day at their straight time classification rate of pay. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- 9.07 Spareboard employees who are assigned to protect work on the day a general holiday is observed and who are not called to work, will be provided a day off with pay in the form a basic day at their straight time classification rate of pay. Hours apply to the weekly guarantee and to the calculation of weekly overtime.
- 9.08 Spareboard employees who are assigned to protect work on the day a general holiday is observed and who are called to work, will be governed by Article 9.03 (2). Straight time hours apply to the weekly guarantee and a maximum of eight (8) hours to the calculation of weekly overtime.

**10.0 Vacation**

- 10.01 The vacation year shall be the twelve (12) months period from January 1 to December 31. Vacation shall be granted to regular employees based on the length of continuous service completed before January 1<sup>st</sup> of the vacation year as follows:

The work week containing December 31<sup>st</sup> will be considered the last week of the vacation year for purposes of scheduling annual vacation.

10.02

VACATION YEAR	VACATION ENTITLEMENT	VACATION PAYMENT
Less than one (1) year.	One (1) day for every completed month of service to a maximum of ten (10) working days.	4% of previous year's earnings for each day.
One (1) year – less than two (2) years	2 weeks	4% of previous year's earnings.
Three (3) years – less than ten (10) years.	3 weeks	6% of previous year's earnings
Ten (10) years – less than fifteen (15) years.	4 weeks	8% of previous year's earnings
Fifteen (15) years of service	5 weeks	10% of previous year's earnings
Thirty (30) years of service	6 weeks	12% of previous year's earnings

For the purpose of vacation scheduling, the parties agree that the Company will request vacation preferences from employees, commencing by October 1<sup>st</sup> of each year until November 1st of each year.

- 10.03 The company will base the number of employees on AV per week on operation requirements. Using the OBS to submit AV requests, employees will be allotted their vacation preference by classification on a seniority basis. AV bids will be run on the first Monday after November 1st each year and posted on the OBS within two (2) days. Bombardier will make every effort to implement an electronic system that will replace the existing paper application system.
- 10.04 Failure of an employee to provide his/her preferred vacation dates by the yearly cut off will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.
- 10.05 All employees shall take vacation in periods of not less than one (1) work week (Sunday to Saturday). Fractional week entitlement may be taken as single vacation days subject to all provisions of Article 11, and must be submitted manually to the crewing supervisor. All vacation must be taken before the end of the vacation year. Employees may elect at the time of the vacation bid to reserve one (1) week of annual vacation and request individual vacation days (floaters) based on the following process provided in Article 11.
- 10.06 Where an employee's scheduled vacation is interrupted due to a serious illness or injury requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.

Any vacation days remaining as a result of such rescheduling shall be rescheduled to a time mutually acceptable to the employee and his/her supervisor within the same vacation year. Any AV carried over to the following year will be scheduled mutually between the employee and the Company.

## 11.0 Floater Days

- 11.01 A floater shall be taken in accordance with the following:
  - 1) The employee notifies his/her proper authority in writing no less than five (5) working days prior to the day the employee desires to take leave with pay. If there is no response from the Supervisor (crew office) four days prior to requested date, the floater day is automatically approved.

- 2) Such leave shall be approved by the employer based on workforce and service requirements.
- 3) Floater days may not be scheduled between December 15 and January 5 annually.
- 4) The employee will be paid for such leave subject to the provisions of Articles 36 and 52.01.
- 5) Employees failing to utilize their floater day entitlement prior to December 16 will be paid out 100% of the remaining floaters the next available pay in December.

## 12.0 **Pension**

12.01 After completing six (6) months of the probation period (Article 4), a pension plan is offered to the employee.

12.02 The employer and the employee each pay a contribution equal to 4.5% of the employee's base salary.

12.03 The employee is responsible for informing the retirement fund manager of the investment instructions.

12.04 Employees will also be allowed to contribute an additional amount of between 1% and 4% of their base salary to the pension plan.

## 13.0 **Benefits**

### 13.01 **Group Insurance**

After completing six (6) months of the probationary period (Article 4), a comprehensive group insurance plan is offered to the employee and his / her dependents. The insurance plan is paid jointly by the employer and the employee. This amount paid by the employee is fixed for the period listed in Article 13.02.

The Employer shall provide the Union, for its information, within ninety (90) days of the signing of the collective agreement a copy of the master policy bearing the number 93538 in force with the Industrial Alliance. This insurance coverage will remain in force for the duration of this collective agreement and can not be modified without the agreement of the Union. A summary of all benefits will be provided to all employees and will include among others the benefits described below.

### 13.02 **Contribution to the Insurance Plan**

From the date of the signing of the collective agreement until their renewal, the employees will contribute the following amounts:

\$ 9.84 per pay for individual coverage  
\$ 22.70 per pay for family coverage

### 13.03 **Life insurance**

The employee is eligible for life insurance equivalent to one (1) year's basic annual salary, rounded up to the top of \$ 1,000 and his spouse to life insurance of \$ 5,000 and his children to a life insurance of \$ 3,000. each.

In addition, an optional plan is offered to employees and dependents who wish to increase the amount of basic coverage.

### 13.04 **Accidental Death and Dismemberment Insurance (AD & D)**

The employee is eligible for an accidental death and dismemberment (DMA) insurance equivalent to one (1) year's basic annual salary, rounded up to the top of \$ 1,000 and her spouse to a \$ 5,000 insurance and her children to insurance of \$ 3000 each.

In addition, an optional plan is offered to employees and dependents who wish to increase the amount of basic coverage.

### 13.05 **Short-term Disability**

Sixty-six and two-thirds (66 2/3%) of the basic annual salary for 26 weeks. The employee is paid from the fourth (4th) day. However, an employee who is the victim of an accident or who is hospitalized is paid from the first day of absence.

### 13.06 **Long-term Disability**

If the period of disability continues and prevents the employee from performing the usual duties of her position during the first twenty-four (24) months and subsequently performing the duties of any position for which the employee is reasonably qualified , the employee will receive sixty percent (60%) of the basic annual salary for a maximum duration of five (5) years, without however exceeding the age of sixty-five (65) years.

### 13.07 **Medical Care**

Additional coverage is available and will cover the following expenses:

One hundred percent (100%) for the purchase of generic drugs.

Eighty percent (80%) for the purchase of original medicines.

Reimbursement of \$ 45 / visit, maximum of \$ 650 for all paramedical services per insured person, one treatment per day, per specialist, professional duly recognized and authorized by the organization responsible.

### 13.08 **Vision Care**

The following eye care benefits are reimbursed to the extent that they are prescribed by an optometrist or ophthalmologist unless otherwise stated:

- Vision exams: maximum of sixty-five dollars (\$ 65) per exam (1 exam every 24 months for adults and 1 exam every 12 months for children).
- Purchase eyeglasses (corrective lenses and frames) or contact lenses: maximum of two hundred and seventy-five dollars (\$275.00) per 24-month period.

### 13.09 **Dental Care**

The Dental Plan reimburses, without deductible and with co-insurance, reasonable and customary charges for care deemed necessary in the following categories: preventive care, basic care, endodontics, periodontics, major care, unless otherwise specified. Eligible expenses are reimbursed according to the rate guide for general practitioners and dental surgeons determined for the current year, in effect in the province where the treatments are given.

The plan reimburses:

- One hundred percent (100%) for basic preventive care (once every nine (9) months)
- Eighty percent (80%) for basic care
- Fifty percent (50%) for endodontic and periodontal care
- Fifty percent (50%) for major care

The plan reimburses an annual maximum of two thousand dollars (\$ 2,000).

### 13.10 **Drug Insurance Card**

A drug insurance card allowing the deferred payment of the insurer to the employee will be given to all employees eligible for insurance.

## 14.0 **Sick Leave**

14.01 An absent or late employee must verbally inform his immediate supervisor of this within a reasonable time before the start of the normal work schedule by telephoning the number indicated to him, in order to specify the reason for his absence or delay. and the probable duration of this absence or delay, unless he is unable to telephone; it is then up to him to prove this impossibility.

For an operations employee, the latter must notify his dispatcher at least two (2) and a half hours before the start of his assignment.

14.02 The Company may require a medical certificate in the event of absence due to illness or accident lasting more than three (3) consecutive working days. The certificate must be

sent to the Human Resources Service as soon as the employee returns to work, or at the latest within five (5) days of the start of his absence, if he is absent for more than five (5) days.

### **Applies to Operations Only**

- 14.03 Employees who book sick must declare themselves OK for duty before the off-duty time of their assignment on the last day the assignment works before the employee wishes to return to duty.
- 14.04 Any employee who reports for duty and commences their assignment and through crossing accident, fatality or workplace injury is unable to complete the day's assignment, will be made whole for the day's wages.
- 14.05 Employees who report for their assignment and are only able to work part of the day due to illness, will be compensated for the actual time they worked and their weekly guarantee will only be reduced by the number hours they were unable to work on that day.
- 14.06 Doctor's notes will not be required unless sick more than three consecutive days.
- 14.07 The Employer may require a medical certificate in the case of absence for sickness or accident of more than three (3) consecutive working days. Said certificate must be sent to Human Resources as soon as the employee returns to work or at the latest within five (5) days of the beginning of his absence if this is more than five (5) days.

### **15.0 Medical Examinations**

- 15.01 Company required medical and eye/hearing examinations (Periodic Medicals) will be arranged and paid for by the Company. Employees will be made whole for wages lost when required to attend on a regular working day.
- 15.02 When employees are required to attend a Periodic Medical Examination on their assigned rest day (Article 40.01 Maintenance and Article 55.02 Operations applies), before or after their assignment or between tours of duty on a split assignment, they will receive four (4) hours pay. If transportation is required between tours of duty on a split assignment, the Company will provide transportation to and from the examination. Straight time hours paid for periodic medicals will be used in the calculation of the weekly guarantee and the calculation of overtime.
- 15.03 Employees working at out-post locations required to travel away from their on-duty location to undergo Company required medical and eye/hearing examinations (Periodic Medicals), will be made whole for wages lost when required to attend on a regular working day. Article 8 apply, from and to their out-post location.

15.04 Employees who are working out of out-post locations, required to travel away from their on-duty location to undergo Company required medical and eye/hearing examinations (Periodic Medicals), on their assigned rest day will receive four (4) hours pay. Article 8 apply, from and to their out-post location (Article 40.01 Maintenance and Article 55.02 Operations applies).

## 16.0 Health and Safety

16.01 The Company shall make all reasonable provisions for the maintenance of safe, sanitary and healthful conditions for its employees during the hours of their employment. To this end, the Safety Committee shall act accordingly. The Union shall undertake to assist the Management to promote such Health and Safety related programs in accordance with CNESST.

16.02 Safety devices and other equipment required for the purpose of protecting employees from injury shall be provided by the Company when required. Employees shall be responsible for the proper care and maintenance of such equipment and shall use or wear protective devices or clothing in the proper manner as required by the Company and CNESST.

16.03 In an effort to promote the safety, health and welfare of all employees, both parties recognize the need of full co-operation of all employees in complying with the Company's policies, procedures, and regulations and provisions under CNESST.

16.04 Violation of safety policies, procedures and regulations may result in disciplinary action.

16.05 All protective footwear shall comply with CSA Standard that covers the entire foot and ankle, and must be worn at all times, while on duty.

16.06 Probationary employees, upon hire, must supply and wear safety footwear when on duties, and will be eligible for such allowance if the probationary period is completed before the first pay period of June.

16.07 All employees are to wear safety hats and safety glasses where designated and will be provided by the Company. Safety glasses shall comply with CSA standards.

16.08 The Company will supply lenses and frames for employees required to wear prescription safety glasses. The Company shall select the optical Company and supplier and the employees shall follow the applicable procedure. The Company will bear the cost for supply and servicing of prescription safety glasses unless the loss or destruction is due to negligence on the part of the employee.

16.09 Where the Company supplies work protection devices for the purposes of Health and Safety, it shall be worn in the proper manner at all times when on duty by all employees as per the CNESST (Commission des normes, de l'équité, de la santé et de la sécurité du travail) Occupational Health and Safety Act. (translation = Committee on standards, equity, health and work safety)

16.10 An employee who is injured at work and is not able to complete the rest of the shift shall be paid for the balance of the shift. The injured employee shall be transported to a hospital or doctor, as prescribed by CNESST whichever is necessary, at the Company's expense. All accidents, which result in an injury, shall be reported to the supervisor immediately.

16.11 An employee who is absent from work due to occupational illness or injury shall have the right, if seniority permits, to return to his/her former position as soon as he/she is physically able to perform all of the work of his/her classification. Such return will be on the basis indicated by a medical practitioner's certificate.

16.12 Under the provisions of CNESST an employee who is absent from work due to occupational illness or injury and is able to perform the essential duties of any classification, shall co-operate to return to appropriate modified duties as defined under the Act.

16.13 A Health and Safety Committee made up of three (3) representatives appointed by the Company and three (3) employees plus two (2) alternate employee of the Company appointed by the Union will be maintained for the duration of the Agreement. The two (2) alternate employees have the right to attend the health and safety meeting. The Health and Safety Committee shall have the functions prescribed by the Act Respecting Occupational Health and Safety of Quebec, S-2.1. In particular, the Health and Safety Committee will:

- 1) Perform Facility inspections;
- 2) Meet monthly
- 3) Make recommendations to management with regard to Health and Safety matters;
- 4) Otherwise promote compliance with this Article and application legislation.

16.14 The Company will investigate and report to the Committee on all accidents resulting in potentially disabling injuries or involving unusual circumstances.

16.15 It is expected that any action the Company might take as a result of implementing any of the Health and Safety Committee's recommendations will be supported by the Union and the Union undertakes to make every effort to ensure that no employee abuses the rights provided by Occupational Health and Safety legislation and that the Company's safety rules and procedures are complied with and enforced.

16.16 The Company will ensure that the Health and Safety committee's union chairperson or designate, accompany the inspector from CNESST when CNESST visits the Facility to



conduct an inspection. The results of such inspections will be presented to the Health and Safety Committee.

#### 16.17 **Work Stoppage Due to Unexpected Danger**

If an employee has reasonable grounds to believe that a danger exists for:

a) his own health or safety,

or

b) for that of another employee, he will immediately notify his supervisor. As soon as the Company is notified of the 'unsafe work', the supervisor will contact the union member of the health and safety committee immediately in order to investigate the unexpected danger or unsafe work. If there is disagreement between the employee and her supervisor, the employee will be assigned to another job and the Employer will without undue delay investigate with a delegate from each party represented on the committee.

The employee concerned may attend the survey, as well as a union representative. If, as a result of this investigation, there is no agreement as to whether there is a real danger, then the Employer will notify the inspector of the Commission of Occupational Health and Safety, who will render judgment and the concerned employee will be present during this inspection. This procedure is not intended to prevent the use of the normal grievance procedure.

The stoppage of work as defined in a) above and made in good faith can not be associated with a strike act as mentioned in Article 35.01 of this collective agreement.

16.18 On June 1st of each year, the Employer will provide a pair of safety boots to all employees who have completed their probationary period. The models offered will have been approved by the Health and Safety Committee. The maximum amount allocated will be one hundred and sixty dollars (\$ 160) on an annual basis. The Company will continue the policy of supplying winter clothing and footwear as required. Upon ratification, the safety boot allowance will be increased to \$170.00 per year and in June 2020, the allowance will be increased to \$180.00. Every second year, employees will be provided with 'winter' safety footwear.

#### **Applies to Maintenance Only**

16.19 On June 1 of each year, the Employer will provide a clothing allowance of \$150.00 to be used toward the purchase of work clothing. Process to be determined – could be added to payroll similar to work boots or could follow the Toronto process and voucher for clothing provider for local provider.

## 17.0 **Bereavement Leave**

- 17.01 Employees who have completed their probation shall be entitled to the following bereavement leave:
- 17.02 In the event of a death of an employee's spouse, child or child of spouse, or stillborn child employees shall receive paid bereavement leave to a maximum of five (5) working days upon the death.
- 17.03 Upon the death of an employee's immediate relative (father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, grandchild, stepmother, stepfather, stepbrother, stepsister, half-brother, half-sister), employees shall receive paid bereavement leave to a maximum of three working days.
- 17.04 The parties recognize that internment services may be held a different date than funeral services. As such, at the employee's request, the 3- or 5-day period may be split to accommodate both events.

If the death occurs during the employee's vacation or public holiday, the latter is entitled to the number of days of paid leave equal to the number of days he has lost

## 18.0 **Birth/Adoption Leave**

- 18.01 The employee is entitled to two (2) days of leave, without loss of pay, on the occasion of the birth of their child, the adoption of their child or when a Termination of pregnancy occurs from the twentieth (20th) week of pregnancy.
- 18.02 This leave shall be taken within fifteen (15) days of the child's arrival (release from hospital) at the residence of his father or mother or, where applicable, termination of pregnancy.

## 19.0 **Family Obligation Leave**

- 19.01 An employee may be absent from work for 10 days per year to fulfill obligations related to the care, health or education of his child or the child of his spouse due to the state of health of a relative or a person for whom the person acts as a natural caregiver, as must be certified by a professional working in the health and social services sector.

These leaves may be divided into days. A day may also be split if the Employer consents.

The employer may ask the employee, if the circumstances justify it, particularly with regard to the duration of the absence or the repetitive nature of the absence, to provide him with a document certifying these reasons.

The employee must notify the Employer of his / her absence as soon as possible and the reason for it and take the reasonable means at his / her disposal to limit the time taken and the duration of the leave.

An employee having accumulated three (3) months of continuous service is entitled to payment for the first two (2) days of leave taken out of the ten (10) days entitled per year.

There is a total of two (2) days of paid leave per year to take care of a loved one or a person for whom he or she acts as a natural caregiver in the event of illness or following an organ or tissue donation, an accident, an act of family violence or sexual violence, or a crime.

19.02 An employee may be absent from work for a period of not more than 16 weeks over a 12-month period when his presence is required from a parent or a person for whom the employee acts as a caregiver, such as certified by a professional working in the health and social services sector governed by the Professional Code, because of a serious illness or a serious accident. In the case where this parent or person is a minor child, this period of absence is not more than 36 weeks in a 12-month period.

19.03 An employee may be absent from work for a period of not more than 27 weeks over a 12-month period when his presence will be required from a parent, other than his minor child, or from a person for whom the employee acts as a caregiver, as certified by a professional working in the health and social services sector governed by the Professional Code, because of a serious, potentially fatal illness, certified by a medical certificate, the employee is entitled to an extension of his absence, which ends no later than one hundred and four (104) weeks after the start of it if this person is the employee's minor child

#### 19.04 **Marriage Leave**

An employee may be absent from work without pay reduction, on the day of their marriage if it is celebrated during a regular work day. (Or the minimum standards required by law, whichever is the greater. Should the laws change, the parties are bound to recognize the law.)

An employee may also be absent from work during a regular work day, without pay, on the wedding day of one of the following;

- For their: children, father, mother, brother, sister or of a child of their spouse.
- The employee must notify the Employer of their absence at least one (1) week in advance.

## **20.0 Maternity, Paternity and Parental Leave**

- 20.01 A pregnant employee is entitled to a maternity leave of a maximum duration of eighteen (18) weeks as stipulated in the Labor Standards Act. The leave can not begin before the sixteenth (16th) week preceding the expected date of delivery.
- 20.02 An employee eligible for paternity leave may be granted a leave of up to five (5) weeks as stipulated in the Labor Standards Act. The leave can not begin before the birth of the child.
- 20.03 The employee (pregnant employee, spouse of a woman who gave birth to a child or an employee who adopts a child who is not of school age) is entitled to parental leave without pay of a maximum duration fifty-two (52) weeks as stipulated in the Labor Standards Act.
- 20.04 At the end of any leave, the Employer must reinstate the employee in her / his usual position of work with the same benefits, including the salary to which she / he would be entitled if she had remained at work.
- 20.05 During his absence, the seniority of the employee concerned continues to accumulate. If she does not return to work on time and is fit to work, the employee loses her seniority and job.
- 20.06 An employee who wishes to take advantage of such leave must notify the Employer three (3) weeks before leaving and three (3) weeks before returning.

## **21.0 Jury Duty**

- 21.01 An employee who is summoned or who serves on jury duty and is required to lose time from his assignment shall be paid the difference between the amount paid by the Court for such jury service and the amount of his regular base rate of wages for his regular tour of duty he would have otherwise worked, not including, reimbursement from the Courts for meals, lodging or transportation. If jury duty falls during a period of the employee's annual vacation, then the employee will have his vacation rescheduled to a time that is mutually agreeable to the Company and the employee.
- 21.02 An employee must furnish the Company with a statement from the Court of the jury allowance paid by the Court and the days on which jury duty was performed.
- 21.03 When attending Court as a witness for the Company or a Coroner inquest in cases where the Company is involved, or if he is subpoenaed by the Crown or Government agencies in cases where the Company is involved, an employee shall receive pay for all time lost at his regular base rate of wages, or if the appearance falls on a rest day, he shall be paid actual time in attendance with a minimum of eight (8) hours. This Article applies to an employee who is party to a civil suit brought against him while performing duties on behalf of the Company.

This Article does not apply if the employee is under criminal investigation. The Company shall be entitled to a certificate for witness fees in all cases.

## 22.0 **Leave of Absence**

22.01 An employee who has completed his/her probationary period may make a written request for leave of absence without pay for legitimate reason and if such leave of absence is granted in writing, his/her seniority shall continue during his/her absence. An employee who does not return to work at the expiration of his/her leave of absence shall be treated in accordance with Article 5.

It should be understood that before a leave is granted, the employee must use any unscheduled vacation days and floaters remaining.

22.02 In the case of a leave of absence of thirty (30) days or less, the group insurance program will continue to be paid by the Company. In the case of a leave of absence exceeding thirty (30) days, the employee will be required to prepay fully his/her benefits through the Company on a monthly basis.

## 23.0 **Grievance and Arbitration Procedure**

### 23.01 **Wage Claims and/or Alleged Violations of the Collective Agreement**

23.02 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of this Agreement.

23.03 Any step of the grievance procedure may be waived or have the time limits extended by mutual agreement in writing between the Company and the Union.

**Note:** It should be understood that if an employee or the Union does not respect the time limits specified in this article, the grievance shall be denied by the Company.

### 23.04 **Step 1 - Presentation of Grievance to the Designated Supervisor**

Within thirty (30) calendar days from the day that the circumstances that gave rise to the complaint became known or ought to have become known to the employee, he/she may present a written complaint to his/her immediate supervisor at any time, without recourse to the grievance procedure herein. The immediate supervisor will have the opportunity to adjust the complaint within thirty (30) calendar days of date of the appeal, or this Step may be bypassed by forwarding the grievance to the Local Chairperson who may initiate the grievance at Step 2.

**Note:** In the case of employees involved in the operation of commuter trains, the immediate Supervisor shall be the Manager, Train Operations.

**23.05 Step 2 - Appeal to the Designated Company Officer**

If the immediate supervisor does not give an answer within the specified calendar days or if the answer is unacceptable, the Local Chairperson may submit the grievance to the Manager, or designate within thirty (30) calendar days following the decision or time limits under Step 1. The Local Chairperson shall present a signed, dated, written statement of such grievance to the Manager or designate. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The Manager or designate shall deliver his/her decision within thirty (30) calendar days following the day on which the grievance was presented to him/her.

**Note:** In the case of employees involved in the operation of commuter trains, the immediate Supervisor shall be the Manager, Train Operations.

**23.06 Step 3 - Appeal to Manager, Human Resources**

23.07 If the Manager does not give an answer within the specified calendar days or if the answer is unacceptable, the General Chairperson may submit the grievance to the Manager, Human Resources or designate within sixty (60) calendar days following the decision or time limits under Step 2.

Within sixty (60) calendar days following the filing of a Step 3 appeal, the Manager, Human Resources or designate may hold a meeting with the General Chairperson or delegate to discuss the grievance, and shall deliver his/her decision in writing. Should the Employer determine that a meeting is not required, it shall, within sixty (60) days of receipt of the Step 3 Grievance, provide a written response detailing the Company's full position.

23.08 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the resolution of the complaint or grievance, the employee shall continue to perform the normal duties assigned to him/her by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee or any other person.

**23.09 Policy Grievance**

23.10 The Union or the Company may file a "Policy Grievance". A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement or any policy or direction of the Employer. Such policy grievance shall be filed in writing within sixty (60) calendar days from the occurrence or origination of the circumstances giving rise to the grievance, and may be initiated at either Step 2 or 3 of the grievance procedure.

23.11 Within sixty (60) calendar days of filing of the policy grievance, a meeting shall be held between representatives of the Company and the Union, and the grievance shall be answered in writing.

**23.12 Appeal Against Discipline Imposed**

**23.13 Step 2 - Appeal to the Designated Company Officer**

Within thirty (30) calendar days from the date the employee is notified of discipline assessed the employee and/or Local Chairperson may appeal the discipline in writing to the designated Company Officer.

The appeal shall include a written statement of the employee's and/or the Union's contention as to why the discipline should be reduced or removed. A decision will be rendered in writing within thirty (30) calendar days of the date of the appeal.

**23.14 Step 3 - Appeal to Manager, Human Resources**

Within sixty (60) calendar days from the date decision was rendered under Step 2, the General Chairperson may appeal the decision in writing to the Manager, Human Resources or designate, whose decision will be rendered in writing within sixty (60) calendar days of the date of the appeal.

**23.15 Appeal Against Discipline Imposed (Dismissal)**

Discipline involving discharge will commence at Step 3.

**23.16 Step 3 - Appeal to Manager, Human Resources**

Within sixty (60) calendar days from the date the employee is notified of dismissal, the General Chairperson may appeal the decision in writing to the Manager, Human Resources or designate, whose decision will be rendered in writing within 60 calendar days of the date of the appeal.

**23.17 Settlement of Appeal, Arbitration**

23.18 Decisions (resolves) arrived at between the Company and the Union on the disposition of any specific employee, Union or Company grievance shall be final and binding upon the Company and the Union's combined concurrence.

23.19 Time spent during their normal working hours by Union workplace representatives and grievors in processing grievances in accordance with the terms of this Article shall be without loss of regular wages or benefits up to and including Step 3 of the Grievance Procedure. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor which permission shall not be unreasonably withheld.

23.20 If final settlement of the grievance is not reached, then the grievance may be referred in writing by either party to arbitration as provided in this agreement, at any time within sixty (60) calendar days after the final decision. If no such written request for arbitration is

received within the time limits then the grievance shall be deemed to have been abandoned. The parties may, by mutual agreement, extend these time limits.

- 23.21 A grievance as defined in the Grievance Procedure which has been properly carried through all the requisite steps of the Grievance procedure outlined in this agreement and which has not been settled, abandoned or withdrawn, may be referred to the Canadian Railway Office of Arbitration and Dispute Resolution for final and binding settlement without stoppage of work.
- 23.22 No monetary adjustments shall be made retroactively prior to the date of the original complaint or event as properly identified in accordance with the grievance procedure.
- 23.23 The Union and the Company will be governed by the Canadian Railway Office of Arbitration and Dispute Resolution Agreement in effect.

#### **24.0 Investigations and Discipline**

- 24.01 When an investigation is to be held, each employee whose presence is desired will be notified in writing, as to the date time, place and subject matter. A copy of the notice will also be supplied to the Local Chairman. In the event the Company is unable to make contact with an employee, a registered letter will be sent to the employees last known address.
- 24.02 The notification shall be provided not less than two days prior to the scheduled time for the investigation unless arrangements for a shorter notification time have been made between the Company Officer and the employee being investigated or the representative of the Union. However, this is not meant to prevent a representative from the Company, who may be on the ground when the cause for such investigation occurs, from obtaining the facts relevant to the incident.
- 24.03 The notification shall include advice to the employee of their right to have a representative of the union attend the investigation. The Company will not unreasonably deny requests for a postponement or delay due to the unavailability of a union representative.
- 24.04 The notification shall include advice to the employee of their right to request witnesses on their own behalf. If the Company is agreeable and the witness is a company employee, the witness will be at the Company's expense. If the Company is agreeable and the witness is not a company employee, it will be at the Union's expense.
- 24.05 The notification shall be accompanied with all available evidence, including a list of any witnesses or other employees, the date, time, place and subject matter of their investigation, whose evidence may have a bearing on the employee's responsibility.
- 24.06 The Company shall include with notice to the employee a copy of information provided by the Union outlining name(s), addresses and telephone numbers of the Local Chair(s).



- 24.07 The employee will sign their statement and be given a copy of it.
- 24.08 Article 24.05 above will not prevent the Company from introducing further evidence or calling further witnesses should evidence come to the attention of the Company subsequent to the notification process above. If the evidence comes to light before commencement of the investigation, every effort will be made to advise the employee and/or the representative of the Union of the evidence to be presented and the reason for the delay in the presentation of the evidence. Furthermore, should any new facts come to light during the course of the investigation such facts will be investigated and, if necessary, placed into evidence during the course of the investigation.
- 24.09 If the employee is involved with responsibility in a disciplinary offence, they shall be afforded the right on request for themselves or a representative of the Union or both, to be present during the investigation of any witness whose evidence may have a bearing on the employee's responsibility, to offer rebuttal thereto and to receive a copy of the statement of such witness.
- 24.10 Employees will not be disciplined or dismissed until after a fair and impartial investigation has been held and until the employee's responsibility is established by assessing the evidence produced. No employee will be required to assume this responsibility in their statement or statements. The employee shall be advised in writing of the decision within 20 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. Failure to notify the employee within the prescribed, mandatory time limits or to secure agreement for an extension of the time limits will result in no discipline being assessed.
- 24.11 An employee is not to be held off unnecessarily in connection with an investigation unless the nature of the alleged offence is of itself such that it places doubt on the continued employment of the individual or to expedite the investigation, where this is necessary 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. Layover time will be used as far as practicable. An employee who is found blameless will be reimbursed for all loss of wages.
- 24.12 When an employee is dismissed or resigns, they shall within seven days (or the next scheduled pay date) receive their final pay and as soon as possible be given a Record of Employment.
- 24.13 Blended Discipline Pilot (separate agreement)
- 24.14 Disciplinary documents shall be removed as the result of any settlements under the grievance procedure.

24.15 Employees in the bargaining unit shall have access to their personnel records at reasonable times and on reasonable notice to the Company, providing it is reviewed in the presence of a company representative. Copies will be provided to employees upon reasonable request. Request from the General Chairperson's Office will not be denied and provided asap.

## 25.0 **Informal Handling**

25.01 The service record of the individual warranting, for the first offence of a minor nature the case may be handled in the following manner:

25.02 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.

25.03 A record of the incident will be placed on the employee's file and a copy of same given to the employee.

25.04 This record on file does not constitute discipline but does establish that the incident took place. The fact that the incident occurred may be used by the Company in assessing the appropriate amount of discipline should repeat offences take place within a one (1) year period.

25.05 The existence of this record on an employee's file will not be used at arbitration by either party if repeat offences do not take place within one year.

## 26.0 **Membership in the Union**

26.01 Membership in the Union shall be required of all employees covered under this Agreement. Membership shall not be unreasonably withheld nor shall it be discriminated against contrary to the Charter of Human Rights and Freedoms, CQLR c C-12.

26.02 New employees hired to fill positions within the scope of the Agreement will be informed by the Company that the Union is the exclusive bargaining agent. The Company further agrees to supply the Union with the names and addresses and employee numbers of each employee hired during the term of this Agreement, within ten (10) days of engagement.

26.03 All employees within the scope of this agreement are considered members of the Union on the first day of employment.

## **27.0 Check Off of Union Dues**

- 27.01 The Company shall deduct on each pay period from the wages of employees who are in the bargaining unit, such dues, initiation fees or assessments as may be adopted and designated by the Union.
- 27.02 Deductions of Union dues shall apply upon the commencement of employment in any job classification covered by this agreement.
- 27.03 The Union shall notify the Company in writing of the amount of such dues, initiation fees or assessments and any changes in these amounts at least thirty (30) days prior to the intended change.
- 27.04 The Company shall remit such deductions on behalf of the Union to such financial institution as set out by the Union and further agrees that such monies will be remitted to this financial institution no later than fifteen (15) days after the deductions were made. The amount deducted from wages, accompanied by an electronic statement that can be sorted, of Union deductions from individuals shall be provided by the Company to the Union. This statement shall be provided within seven (7) days of the pay period end date and will provide a breakdown of employees by classification, name and applicable dues rates, along with a total number of employees paying each applicable due's rate for the pay period. The Company agrees that any discrepancies identified by the Union's representative will be explained in writing and corrective action taken to remedy any errors within fourteen (14) days of the Company being made aware of such discrepancies.
- 27.05 The Union shall indemnify and save harmless the Company and /or its agents from any loss, damages, costs, and liability or expenses suffered or sustained by them as a result of the deduction or attempted deduction, custody of and/or account of such dues.
- 27.06 The Company agrees to provide the Union up to date employee lists which will include addresses upon request.

## **28.0 Union Activities**

- 28.01 The Union will supply the Company with the Division regular meeting schedule, indicating the day of the week and the time of regular Division meetings and a list of Division Officers for the Division.
- 28.02 The Union shall notify the Company in writing whenever changes take place of the names of its Officers and Representatives.
- 28.03 The Company shall grant to a Divisional Officer, Regional Officer, National Officer or designated representative a leave of absence without pay to fulfil their duties for Union activities i.e. conventions, seminars, meetings, and arbitration, during which he will

accumulate seniority. The granting of which will not be unreasonably withheld and the Union representative will provide at least 14 days' notice if possible.

- 28.04 A Local Chairperson needing to book off for immediate Union shall give as much notice as possible but in no case less than three (3) hours prior to commencement of regular assignment.
- 28.05 The Company recognizes the right of the Union to appoint or otherwise select three (3) accredited Union Reps as follows to the Negotiating Committee.

One Local Chairperson (or designate) from Mechanical,  
One Local Chairperson (or designate) from Locomotive Engineers,  
One Local Chairperson (or designate) from the Conductors.

It shall be the Negotiating Committee's function to meet with the Company to negotiate the renewal of this Agreement. The members of this committee are absent from work, without loss of pay, to participate in the collective agreement negotiation and conciliation sessions. Prior to the expiry of this collective agreement, the Employer will grant the Union Bargaining Committee a maximum of five (5) days leave for the purpose of preparing for these negotiations.

- 28.06 Time spent by the union workplace representatives in meetings with the Company and by employees selected under article 28.05 during negotiations with the Company shall be without loss of pay or benefits, provided that there shall be no entitlement to pay in respect to hours outside the employee's normal hours of work and during which the employee would not otherwise have worked.
- 28.07 The Company shall allow reasonable access to the Company's premises by a staff representative of the Union for the purpose of consulting with the union workplace representatives with regard to union matters, or the Company. It is agreed such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business. Such consultations with the union workplace representatives shall be in a place designated by the Company and time taken shall be kept to a minimum. The Union recognizes and agrees that Representatives of the Union have their regular work to do. Thus, any member of the Union who must assist an employee in presenting a grievance or participating in the settlement of any other matter directly related to the administration of this agreement may not leave his workstation without having obtained permission of the supervisor, which will not be unduly denied.
- 28.08 The Employer releases, without loss of salary and benefit, the Local Chairperson for Locomotive Engineers, Conductors, or Maintenance (or their replacement) to handle any Union business. There is one day of release in their regular work week.

## 29.0 Division Officers

29.01 Investigations are Company requested and therefore would be known and covered accordingly.

29.02 The Division Executive Board Officers are responsible to attend the regular Division Union meeting which is held the first Saturday of each month. The Division President will provide no less than 10-days in advance those Officers required to attend this monthly meeting.

These Officers will be allowed to book off for Union Business to attend these meetings and to fulfill their obligations as provided herein;

29.03 The following lists the Division Executive Board Officers.

- 1) Division President
- 2) Vice President (book off through authorization of Division President)
- 3) Secretary Treasurer
- 4) Alternate(s) (book off through authorization of Division President)
- 5) Each Local Chairperson
- 6) Vice Local Chairperson (book off through authorization of the relevant Local Chairperson and notification to the Company at which time leave must be accepted by the Company)
- 7) Legislative Representative
- 8) Alternate Legislative Representative (book off through authorization of the relevant Legislative Representative and notification to the Company at which time leave must be accepted by the Company)

29.04 In addition, except when called for duty or on duty, the Union's Local Chairperson, and Division Legislative Representative will be able to book off for Union leave upon notifying the Company. Vice Local Chairpersons will book off through authorization of the relevant Local Chairperson and notification to the Company at which time leave must be accepted by the Company. The maximum number of Local Chairpersons/Vice Local Chairpersons per local committee off at any one time will be two. In the event circumstances necessitate the requirement for additional Vice Local Chairpersons to be off on Union business, such leave will not be unreasonably withheld by the Company. A minimum of ten (10) days' notice to be provided.

29.05 Division Officers not mentioned above will be able to book off for Union leave to fulfill their obligations upon authorization of the Division President, with no less than ten (10) days' notice, but in extenuating circumstances such as Special Union Meetings upon no less than 48 hours' notice to the Company. It is understood that such leave will not be unreasonably withheld.

29.06 When training is scheduled it will be the responsibility of the General Chairs Office to advise the Company when possible 1 month in advance.

#### **29.07 Regional Officers**

The elected Executive Officers of Provincial Legislative Boards (PLB) or General Committees of Adjustment (GCA), If not full-time officers on leave, will be allowed to book off to fulfil their obligations. Absence to attend Regular meetings or absences of one week or longer should be communicated to the Company sufficiently in advance, with sufficient detail as to the filling of vacancy requirements. Absences due to extenuating circumstances will be communicated to the Company as soon as possible. The Union will supply the Company with a list of these Regional Executive Officers.

#### **29.08 National Officers**

The elected National Officers, if not full-time officers on leave, will be allowed to book off to fulfil their obligations. Absence to attend Regular meetings or absences of one week or longer should be communicated to the Company sufficiently in advance of such leave. The Union will supply the Company with a list of these National Executive Officers.

#### **29.09 Health Care Benefits**

Health Care Benefits will continue uninterrupted to these officers through their period of leaves, and should it become necessary to reconcile the cost for the periods of absence, it will be done annually. This is understood to be when the officer is absent from the Company payroll for one complete calendar month, the cost of benefits for that month will be at the same monthly rate as the full time Union officers.

#### **29.10 Administration**

29.11 This Agreement has no Impact on the right of full time Union officers to be on Union leave for the duration of their term.

29.12 The Parties agree that communication with the Company as to the anticipated length of any leave greatly enhances their ability to plan for and manage crewing relief, and every reasonable effort should be made by Union Officers to provide the Company with known dates or times of anticipated leaves and return from Union leave.

29.13 Any concerns or Issues with respect to the Interpretation or application of this Agreement shall be raised with the General Chairperson and the Manager, Human Resources (or designate), and if such matters remain unresolved, it be elevated to the TCRC National President (or designate).

#### **30.0 Bulletin Board**

The Employer provides the Union with a bulletin board on all sites. Postings must relate only to union business and contain nothing that could damage the reputation of the Employer, the client and its representatives.

### **31.0 Transmission of Documents**

The Employer shall simultaneously transmit to the Union ten (10) days prior to their coming into force, any amendment to the regulations and policies, if possible and if known.

### **32.0 Notification to the Company**

It shall be the duty of the employee to notify the Company promptly of any changes of address or telephone number. If any employee should fail to do so, the Company will not be responsible for the failure of a notice required under the agreement to reach the employee.

The employee shall also notify the Company immediately of any change of status that may affect their benefits. The Company will not be responsible for delays in, or default in benefits, which may result from such failure to notify.

### **33.0 Company Initiated Meetings**

33.01 When an employee and/ or union delegate who is not on duty and is required by a Company officer to attend a meeting on a matter initiated by the Company (excluding investigations and a Manager/Supervisor discussing a tour of duty with an employee), he/she will be compensated as follows as a result of such attendance:

- 1) On a regularly scheduled day off, a minimum of four (4) hours shall be paid. Time in excess of four hours, the employee will be paid on a minute by minute basis (Article 40.01 Maintenance and Article 55.02 Operations applies).
- 2) For meetings during a regular work day, employees will be compensated on a minute by minute basis.

33.02 Required Canadian Railway Operating Rules (CROR) certification, and associated first aid classes and any other training programs required by the Employer, the employee will be paid on a minute by minute basis but he/she will receive no less than a minimum day (Article 40.01 Maintenance and Article 55.02 Operations applies). The parties recognize that all efforts will be made to avoid training on employee's assigned rest days but it may not always be possible. Should any issues arise, the parties will meet to discuss alternative solutions.

33.03 Straight time hours paid under this article 33.01 (2) and 33.02, will be used in the calculation of overtime and the calculation of the weekly guarantee.

#### **34.0 Copy of the Agreement**

The Company will provide a copy of the Collective Agreement in booklet form to all employees, paid for by the Company and an agreed upon unionized printer shall be utilized.

The Company shall also supply an outline of all the Company paid insurance benefits. The Company shall also provide a benefit booklet provided by the insurance carrier.

The Company will provide the TCRC with electronic and paper copies of a draft agreement(s) in both official languages within 45 days of signing the Memorandum of Agreement. The TCRC will proof read and respond with changes within 30 days of receipt. Once the response is received, the parties will meet within 30 days to finalize the changes. Within 15 days of finalizing the changes, the agreement will be sent for printing. The printing of the agreement(s) will be the responsibility of the Company and it will absorb the cost of such printing.

If there is a discrepancy concerning the difference in meaning between the French and English texts contained in the language, the French text will prevail.

#### **35.0 Duration of Agreement**

The Collective Agreement will enter into force on June 19, 2020 and expires on December 31, 2021. After that date, the Collective Agreement will continue to apply until one of the parties exercises its right to strike or lockout, as applicable, and this agreement shall remain in force during the period of negotiations. In accordance with the Quebec Labour Code, this Agreement will be subject to written notice preceding the date of expiration of the term, from either party to the Agreement, of its desire to revise, amend or terminate it.

##### **35.01 No Strike or Lockout**

The Union agrees that during the term of the Agreement, there will be no strike, slowdown, work stoppage or other interference with the operations or work.

The Company agrees that there will be no lockout of the employees during the term of this Agreement.

##### **35.02 All required documents will be made available in both languages where practicable**



**This Page Left Blank Intentionally**

## **MAINTENANCE PROVISIONS**

### 36.0 Classification and Wage Rates

	<b>2016 Current</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
		2.5%	2%	2.5%	2.5%	2.5%
Laborer A	17.23	\$17.66	\$18.01	\$18.46	\$18.92	\$19.39
Laborer B	20.28	\$20.79	\$21.21	\$21.74	\$22.28	\$22.84
Material Handler A	18.19	\$18.64	\$19.01	\$19.49	\$19.98	\$20.48
Material Handler B	21.40	\$21.94	\$22.38	\$22.94	\$23.51	\$24.10
Maintainer A	20.39	\$21.41	\$21.84	\$22.39	\$22.95	\$23.53
Maintainer B	23.99	\$24.59	\$25.08	\$25.71	\$26.35	\$27.01
Technician A	23.94	\$24.54	\$25.03	\$25.66	\$26.30	\$26.96
Technician B	28.16	\$28.86	\$29.44	\$30.18	\$30.94	\$31.71
Senior Technician	32.16	\$32.96	\$33.62	\$34.46	\$35.32	\$36.20

Evening assignments are scheduled to start after 10:59, while Night assignments start after 18:59 and before 03:00. Only the starting time of the assignment will be used to determine the shift premium for the entire assignment.

36.01 Employees upon successful completion of their probationary period, will then be eligible to advance to the next level for their hourly rate if applicable.

### 37.0 Premiums

The following premiums will apply:

<b>Shift Premium - Per Hour</b>	<b>Current</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Evening	.90	.90	.90	.90	.90	.90
Night	1.15	1.15	1.15	1.15	1.15	1.15
Lead Hand	1.00	1.00	1.00	1.00	1.00	1.00
Split Shifts (week day) (N/A currently)	2.65	2.65	2.65	2.65	2.65	2.65
Hostler/Ground person/Track mobile Operator					1.50	1.50
Day weekend					1.65	1.65
Evening weekend					1.75	1.75
Night weekend					2.30	2.30
Split Weekend (N/A)					4.25	4.25

### 38.0 Subcontracting

The Union recognizes that suppliers will have access to work sites to perform work that is covered by a warranty. These suppliers will not perform any work normally performed by the employees covered by this collective agreement.

At the request of the Union, the Employer will provide the Union with written information concerning the work covered by a warranty.

- 1) Where a situation resulting from a requirement of a specialized nature arises and no jurisdiction exists within the bargaining unit, the Employer will have the flexibility to seek that skill in which it is located. The Employer will inform the Union in writing of the reasons for this decision prior to the start of operations or as soon as possible. In addition, depending on the duration and frequency of the skill required for this work, the Employer undertakes to discuss with the Union the possibility of developing its skills internally.
- 2) When obtaining an additional contract that is not normally planned and for which the work is generally performed by the employees and that the Employer does not have the amount of employee required to perform this contract, the Employer shall have the right to use subcontractors provided that it complies with all of the following terms and conditions:
  - a) No laid-off employee is able to perform the work in question;

- b) That the duration of the contract is four (4) weeks or less over a period of fifty-two (52) weeks. It is understood that this period may be extended after agreement between the parties;
- c) That the number of subcontractors to perform this contract will be a maximum of four (4). It is understood that this number may be increased after agreement between the parties;
- d) The Employer must meet with the Union to provide the details of the requirement for the additional contract, namely the duration, the number of resources required and the nature of the work involved.

It is understood that subcontracting will not have a negative impact on the level of employment of the employees covered by this collective agreement.

Prohibitions on contractors when there are qualified employees in house, and provisions to train people to prevent need for contractors.

## **39.0 Working Hours**

39.01 Normal work week is 40 hours consisting of 5 @ 8'30" or 4 @ 10'30" (consecutive) inclusive of lunch. Schedules shall be agreed upon by the Union. The Parties recognize that Saturday and Sunday are preferred days off and will make every effort to ensure that one or both of these days are included in off days for every assignment. Eight hours or less shall constitute a basic day for which no less than 8 hours pay will be paid at the applicable rate.

39.02 Employees are entitled to a meal period of thirty (30) minutes unpaid and this period is taken between 3:30 and 5:30 after the start of his shift.

The Employer may ask an employee to postpone or delay the meal period only when a situation outside his control occurs or in case of force majeure necessitating the relocation of this meal period and the employee has a particular qualification.

39.03 During the shift, employees receive two (2) paid break periods of fifteen (15) minutes.

The Employer may anticipate or delay break periods when a situation beyond his control occurs or a case of force majeure necessitating the relocation of such breaks.

39.04 When an employee reports to work for her regular hours and her presence is not required because of a fortuitous event without having been previously notified, this employee will be remunerated for a minimum of four (4) hours paid at regular rate.

39.05 When, for reasons of force majeure (snowstorm, power failure, flood, etc.) or other emergency situations, the Employer decides to interrupt its activities, any employee who reports for work as and who has returned home will receive a minimum of four (4) hours at

their regular rate or, in the event that the employee has worked more than four (4) hours, she will receive full pay from all hours worked.

39.06 An employee who, as part of their normal schedule, works on a Saturday or a Sunday receives a meal allowance of \$10. This amount is included on the deposit notice in a specific box.

#### 40.0 **Overtime**

40.01 Any work done outside regular hours of a regular work day or regular work week is considered overtime and is paid at the rate of one and a half times the regular rate of pay rounded up to the next quarter (1/4) hour.

Any leave authorized by this collective agreement is considered to have been worked for the purpose of calculating overtime.

All overtime work must be authorized by the Employer.

Overtime (OT) lists will be posted in each site (including electronically). Employees shall indicate their desire to work overtime by placing their name on the OT list. It is the responsibility of employees to remove their names from the OT list should they no longer wish to be called or to simply remove themselves for a period of time.

Overtime assignments shall be made on a rotation basis to employees who have completed their probationary or trial period and are available to work at the time such overtime is required. Overtime lists will be posted and maintained in each location and a master list will be kept updated and posted in each work area for employee viewing.

#### 40.02 **Distribution of Overtime**

- a) In making overtime assignments, the Company shall call employees on the OT list in rotation in the classification OT is required and from the site where the overtime is required except where there is a continuation of task which requires the employee who commenced the work to complete it, irrespective of any employee's seniority. In the case of an operational emergency, the Company may require the junior employee to work such overtime.
- b) If there are no employees available or willing to work overtime within the classification required at a particular site, the overtime will then be offered to other employees working in the classification in the remaining sites and such overtime will be called in seniority order.

c) **Filling a Vacant OT Shift**

The company shall call employees in the classification on the OT list at the site where the OT is required. Should no employees at the site accept the OT call, employees who have indicated their desire to be called from all other sites will be called in seniority order.

d) **Continuation of Task OT**

In the event of a continuation of a task, the employee who started it will be the first to be requested. If the employee refuses, the Employer will proceed under Article 40.02 (a)

e) In the event that an emergency situation occurs and for which additional time has to be carried out, the Employer reserves the right to require the employee to whom it is his turn to work overtime according to the procedure set out in Article 40.02 (a) and who is able to perform the work. In addition, the employee will receive a meal allowance of ten (10) dollars if she is obliged to work more than two (2) hours in overtime after her regular hours of work. This amount is included on the deposit notice in a specific box.

f) An employee who has been obliged to work overtime will not be obliged to do so again for a period of ten (10) working days except for sites with fewer than ten (10) employees.

g) Any employee who is required to work more than two (2) hours of overtime before or after her regular hours of work will be eligible for a paid break period of fifteen (15) minutes and the employee will inform her supervisor when she will take this break.

h) Any employee who works overtime will have the choice either to be paid overtime worked at the applicable rate or to accumulate overtime hours worked at the rate of fifty percent (50%). It will be possible to accumulate a maximum of three (3) days per calendar year.

The employee who wishes to use the accumulated time must notify his superior in writing at least five (5) working days before the date of said leave, and his superior must respond within this period. Failing to receive a response from her supervisor within the aforementioned period, the employee will have the right to take the requested leave. Unused cumulative hours will be paid on the first pay in December.

i) The refusal to work overtime is considered to be worked and the employee will be asked again when his / her turn comes. The absent employee must not be requested and is considered to have worked in her turn.

- j) The list of employees who have worked overtime is completed by the employer and is posted daily on the site concerned, indicating the last employee who was asked to work overtime. A copy of this list will be provided to the Union on a weekly basis. In addition, on a monthly basis, a list including the total of overtime worked by the employees will be given to the Union.
- k) An employee called back to work after leaving the site or on day off will be remunerated for all actual time with a minimum of four (4) hours pay at her overtime rate.

#### **40.03 Overtime Allocation Error**

Should the Company become aware of a legitimately missed overtime opportunity, the supervisor undertakes to correct this error as soon as possible following the complaint as follows:

By paying the employee half (50%) of the extra hours of work lost at the rate that she would have earned or giving her the opportunity to do the other half (50%) of the lost overtime hours without this harming other employee as to their ability to work overtime. The employer and the employee agree on the dates and times of the additional work to be done to correct the error.

#### **41.0 Temporarily Changing Classifications**

Where the Company temporarily assigns an employee to perform the duties of a classification with a higher wage rate, the employee shall be paid in accordance with the applicable rate of the classification to which he/she is temporarily assigned for the period of day's assignment. Should the employee be required to perform the duties of a lower rated classification, he/she shall maintain his/her current normal classification rate.

#### **42.0 Temporary Transfers**

##### **42.01 Temporary Replacement**

The Employer may temporarily transfer an employee for a maximum of twenty-five (25) consecutive working days to replace an employee who is absent from another position other than that of which she is the holder. Should the replacement exceed the period of twenty-five (25) consecutive days of work, the Employer will discuss with the Union to extend the replacement period or post the position on a temporary basis.

In order to determine the employee who will temporarily fill the vacant position, the Employer will offer it to the employees present, by seniority and volunteer within the classification where the replacement is necessary. In the event that no employees volunteer, the position will be temporarily filled in reverse order of seniority within the same classification.

It is agreed that the Employer will advise the employee to fill the vacant position at least five (5) working days in advance, except in case of emergency.

#### **43.0 Temporary Transfer**

Without restricting the generality of the provisions contained in Articles 41 and 42.01 above, the Employer may make a temporary transfer in accordance with this section in any of the following situations:

- A) To fill a temporary surplus of work
- B) To execute any work of an unusual or exceptional nature, not previously planned;
- C) For any other reason mutually agreed between the parties.

#### **44.0 End of the Replacement**

When the employee holding the position returns to work following her absence, and regardless of the duration of the latter, the employee who has filled the replacement resumes her former position with all the rights and privileges attached thereto.

#### **45.0 Posting and Filling of Vacancies**

45.01 Prior to a job being posted, the Company will consider an employee's request to move into a different work area on the same shift and rest days, by seniority.

It is understood that, notwithstanding the above, the Company shall have the right to assign employees, regardless of seniority, to any work area without changing the employee's shift and rest days to replace absent employees, for the purpose of training or for other business requirements.

Requests will be kept on file with the Human Resources Department. Employees will be permitted to have two (2) requests on file at any time.

An employee will be permitted to move work areas under this Article once in a six (6) month period.

45.02 All employees will complete a standing application to be kept on file with the Company. The application will state shift, rest days and work location that the employee wishes to be apply for.

A copy of such standing application will be furnished to the employee and will remain valid until it results in action or is replaced by the employee. It is the responsibility of the employee to ensure that a standing application always reflects the employee's current preference.



Any action resulting from a standing application automatically cancels the employee's entire standing application on file and a new one must be submitted immediately.

45.03 For the purpose of filling vacancies caused by employees leaving the Company or due to increased operations, the Company will consider the standing applications on file at the time that the vacancy occurs.

45.04 If there is no applicant within the specific classification, the Company will post the job for three (3) consecutive days, excluding Saturday and Sunday, the deadline for applications being 23:59 of the third (3<sup>rd</sup>) day following such above notification.

The Company shall consider all applicants from the bargaining unit before considering external applicants and will only consider external applicants if there is no applicant from the bargaining unit who possesses the necessary skill, ability, job knowledge and qualifications to perform the work in question.

The notice of vacancy shall state the job classification, shift, rest days, hourly rate, general duties and qualifications required.

Employees must complete an application form for Job Vacancy and a photocopy signed and dated by management will be required by the employee as proof of submission. It will be the responsibility of the employee to complete and submit an application form indicating any job preference prior to leave for vacation. Pre-application for job posting during the employee's vacation must be submitted to the Human Resources Department. Alternately, employees may send their completed application electronically to an e-mail address dedicated to job postings, to be created. It is the responsibility to provide a copy of their completed application to their respective union representative.

45.05 Where there is more than one applicant from the bargaining unit who is qualified for the position, then the employee with the greater seniority shall be awarded the vacancy.

45.06 The Company will carry out any applicable testing that is necessary. The Union will be advised of the passing mark prior to testing of bargaining unit employees. An employee will be allowed to have two (2) test failures for each different job classification bid in any twelve (12) month period unless an employee is able to present new evidence of skills, ability or job knowledge, in which case the Company may decide to administer a new test to the employee.

The acceptability of the evidence provided shall be at the sole discretion of the Company.

45.07 A bargaining unit employee appointed to a vacancy in accordance with the foregoing shall be subject to a trial period up to forty-five (45) scheduled working days. If within such period the Company determines the employee does not possess the skill, ability, job knowledge and qualifications to perform the work in question, such employee shall be returned to his/her original position and any employee displaced as a result of such return shall similarly have the right to return to his/her original position.

45.08 During such forty-five (45) scheduled working days period, the employee shall not have seniority rights for the purpose of working overtime, unless there are no other employees available under the established overtime criteria in this agreement.

45.09 Employees successfully qualifying for the bid job will be moved into the new position within 20 calendar days of qualifying unless mutually agreed otherwise between the parties.

45.10 It is understood and agreed by both parties that the training will be given first to the employees involved with the work to be done.

Additional training to enhance the skills of employees within a given classification shall be selected in order of classification seniority.

## **46.0 Layoff and Recall**

### **46.01 Layoff Procedure**

- 1) At least five (5) working days prior to the employee's notice of lay-off, the Employer and the Union will meet to discuss the work available and to see if a solution can be found to minimize the lay-off of the employee. employees. At this meeting, the Employer will provide the Union with a confidential seniority list indicating the name of the employee to be laid off.
- 2) The Union is bound not to disclose this information before the employee is notified by the Employer according to the provisions of Article 46.01 (1) of this collective agreement.

## **47.0 Notice of Exercise of the Right to Displace**

When there is a lack of work in a classification, the layoff is carried out according to the sequence of the following steps:

- 1) Employees on probation in the classification where there is a lack of work are the first to be laid off.
- 2) If there are no employees on probation where there is a lack of work, the employee with the least seniority in this classification will be the first to be laid off. provided that the remaining employees are able to meet the normal requirements of the work.
- 3) An employee laid off according to the second (2nd) step may displace an employee with less seniority to another classification provided that he / she is able to perform the work in the new classification. The employee will be paid according to the hourly rate of the new classification.

#### **47.01 Special Qualifications**

Notwithstanding the preceding paragraphs, the Employer may lay off an employee, regardless of seniority, only if the employee is assigned to specific tasks that only the employee knows and for a period of up to six (6) months, during which period the Employer will give training to another employee in order to respect seniority during layoff.

#### **47.02 Notice of Layoff**

- 1) Notice to affected employees to be laid off will be in accordance with the ESA Quebec.
- 2) An employee absent from work shall receive notice of layoff by registered mail at the last address provided by the employee and a copy will be given to the Union.
- 3) If this employee returns to work before the expiry of the notice period, she will work for the equivalent of the remaining notice period.
- 4) In all cases, the right to call back begins on the date on which the employee was laid off had it not been for his absence.

#### **47.03 Recall at Work Following Layoff**

47.04 The employee eligible for the recall following a lay-off is recalled to work by order of seniority in their classification, the employee with the most seniority in their classification being the first recalled to work. The Union also receives a copy of any correspondence with the employee regarding his/her recall to work.

47.05 If necessary, the call-back notice is given by registered mail to the last address given by the employee to the Human Resources Department. A copy of the registered letter is sent to the Union.

47.06 Should an employee be laid off and subsequently recalled, the recall will be for no less than six (6) consecutive weeks.

47.07 Employees who are subject to be laid off will be provided with no less than ten (10) working days' notice in writing.

#### **48.0 Cafeteria and Common Areas**

The employer will provide for all sites a space away from the work areas to allow employees to take their meals and breaks. The places will be equipped with a microwave and a refrigerator sufficient for the number of employees.

The Employer will also provide clean washrooms and a minimum of two spaces per employee. All maintained with adequate maintenance.

## 49.0 Technological Change

49.01 In the case where the employer proposes to make a technological change that will result in modifying the job conditions, or job security of the employees covered by the certificate of accreditation, the Company must provide written notice of the technological change to the Union thirty (30) working days prior to the date on which the change will be effective.

49.02 The notice referred to in Article 49.01 shall state:

- 1) The nature of technological change.
- 2) The date on which the employer proposes to make this technological change.
- 3) The classifications and the number of employees likely to be affected by this technological change.
- 4) The effect that this technological change may have on the conditions, or the job security, of the employees.
- 5) The appropriate training plan for the employees affected by this technological change.

49.03 The affected employee (s) may move an employee of another classification with less seniority. The employer must grant these employees a training period that must be substantially longer than a reasonable training period.

49.04 "Technological change" means:

- 1) the bringing into use by the employer, in his enterprise, business or work, of machinery or equipment the nature or nature of which differs substantially from that of the plant or equipment previously used in the operation or to the realization of the business, the business or the work; and
- 2) A substantial change in the manner in which the employer operates or carries on the business, business or work that is directly related to the commissioning of those facilities or equipment.

## 50.0 Definitions

The term **representative** of the bargaining unit shall mean the duly accredited representative designated by the Union.

The term **Company** shall mean Bombardier Transportation Canada Inc.

Wherever the male pronoun is used throughout the Articles within this agreement, it is agreed that the female pronoun and/or gender inclusive pronouns are an acceptable substitute whenever and wherever applicable.

**Workday** refers to the employee on a day when she or he is expected to work according to her normal work schedule; it is understood that each day (24-hour period) is deemed to begin at the time of its normal schedule and end at the same time the following day. The

normal start and end times can only be changed by mutual agreement between the parties.

**Working Day** means a day of the week, Monday to Friday inclusively, excluding weekdays when the employer does not operate his business.

**Assignment:** Refers to an individual job to which a set of tasks is attached for a schedule and/or a workplace.

**Temporary Vacancy (TV)** is a vacancy that is for a duration of one (1) work week.

**Permanent Vacancy (PV)** is a vacancy resulting from an employee vacating an assignment on a permanent or by the establishment of a new permanent assignment.

**Emergency** Is defined as a personal injury, derailment which requires the restoration of service, a track dislocation, which requires the restoration of service, serious level grade crossing accident or an incident that would compromise the safety of employees, Company equipment and or Company property.

**Forced** A term used when an employee is required to fill a position by virtue of their seniority and not by bid. (same conditions apply as if the employee bid the position)

**Employee** – Where the term employee is used, it refers to all Maintenance Classifications

**Work Week** – Commences Sunday at 00:01 and ends on the subsequent Saturday at 23:59.

**Workstation** - Refers to an individual job to which a set of tasks is attached for a schedule and / or a workplace.

**Main Site** - Maintenance site where the employees assigned to the administration are located.

## 51.0 Job Descriptions

### 51.01 Description of Daily Work

1. Support the supply of locomotives with oil, glycol, water, sand and supplies;
2. Carry out cleaning tasks on the railway equipment (the cabins of machines and cars and the engine room) and / or the building;
3. Provide support to employees of different classifications;
4. Any other tasks that may be requested by the supervisor

### 51.02 Description of Handling Work

1. Load and unload trucks using the appropriate equipment;
2. Receive and issue equipment, as well as inventory;

3. Use computerized inventory management systems;
4. Assist in the management of bills of lading, customs documents and related administrative documents;
5. Apply the inventory procedures in place;
6. Manually prepare internal and external orders;
7. Any other tasks that may be requested by the supervisor

#### **51.03 Description of Maintenance Worker**

1. Perform preventive maintenance for railway equipment in collaboration with electrical and mechanical technicians;
2. Perform and document routine maintenance repairs on cars and locomotives;
3. Repair and install parts of cars and locomotives, such as air valves, hitches, air cylinders and their lines after repair, analysis or identification by a technician, or after-effects routine maintenance work;
4. Review and / or draw up lists of faults and correct them with the approval of the supervisor, and complete all documentation;
5. Perform the number one safety brake test on locomotives and cars (add MR90);
6. Bring support during the quarterly tests and more of the air brake on the locomotives and the car;
7. Change single non-motorized, non-electrified wheels;
8. Any other tasks that may be requested by the supervisor

#### **51.04 Description of Electric Technician**

1. Responsible for troubleshooting, analysis, failure identification and repair of electrical systems, subsystems and components of locomotives and cars;
2. Review and / or draw up lists of faults and correct them with the approval of the supervisor, and complete the documentation related to the defect;
3. Perform pre-inspections and post-inspections of the locomotives;
4. Carry out modifications and tests carried out on the electrical components according to the technical drawings or modifications submitted;
5. Take measurements on the megohmmeter;
6. Perform preventive maintenance for railway equipment in collaboration with mechanical technicians and maintenance workers;
7. Responsible for coordinating the replacement of 480-volt receptacles and permanent wiring in cars and / or locomotives;
8. Responsible for the maintenance of traction motors as well as the replacement of carbon brushes;
9. Check and record the specific gravity and charge of the batteries as well as check and adjust the electrolyte level if necessary;
10. Perform the inspection and cleaning of the traction alternator and the high-voltage mechanism;
11. Disconnect and reconnect the engine cables from the generator in the locomotive;
12. Responsible for checking and repairing the evaporator and condenser motors;

13. Troubleshoot and repair the LVPS system, the accumulators and the charging system;
14. Assist maintenance workers in the development of their knowledge;
15. Perform the tests of the event recorder and download it to a laptop;
16. Perform the number one safety brake test on the customer's locomotives, cars or other rolling stock;
17. Any other tasks that may be requested by the supervisor

#### **51.05 Description of Mechanical Technical Work**

1. Responsible for troubleshooting, analysis, failure identification, repair and testing of mechanical systems, subsystems and components, including mechanical, pneumatic and auxiliary equipment for locomotives and cars;
2. Review and / or draw up lists of faults and correct them with the approval of the supervisor, and complete all the required documentation;
3. Perform pre-inspections and post-inspections of the locomotives;
4. Take the main engine readings;
5. Align the rotating equipment (e.g. compressor, auxiliary generator, HEP);
6. Reshape the wheels using the appropriate tools and machines;
7. Perform adjustment and calibration of mechanical components using specialized equipment;
8. Perform preventive maintenance for railway equipment in collaboration with electrical technicians and maintenance workers;
9. Assist maintenance workers in the development of their knowledge;
10. Use of heating and cutting process to make certain mechanical repairs;
11. All tasks requiring the use of welding equipment with the approval of the supervisor must hold a welder's certification;
12. Perform inspections using the insulated car tester;
13. Perform the quarterly test and more, air brakes on the locomotives and the car;
14. Carry out modifications and tests carried out on the mechanical components according to the technical drawings or modifications submitted
15. The mechanical technician may be assisted by a maintenance worker as long as he does not carry out the main tasks of the mechanical technician;
16. Perform the tests of the event recorder and download it to a laptop;
17. Perform the number one safety brake test on the locomotives, cars or any other rolling stock of the customer;
18. Replace the engine assemblies;
19. Replace the main engine turbo charger and the HEP;
20. Replace the main engine and HEP injectors;
21. Any other tasks that may be requested by the supervisor.

## 51.06 Description of Senior Technical Work

1. Carry out the investigations and analysis of the causes pushed on the defects (mechanical and electrical) of cars, locomotives or any other rolling stock of the customer;
2. Be able to perform tasks without supervision and complete the technical reports requested for the root cause analysis.
3. Assist maintenance workers and technicians in basic investigations and repairs.
4. Ability to learn and retain information on the mechanical and electrical systems of railway equipment.
5. Act as a trainer / mentor for technicians with less experience.
6. Available to support during emergencies on all sites and at all hours (day, evening, night)
7. Exceptional communication skills with co-workers, management and the client.
8. Tasks can be done both indoors and outdoors
9. Any other tasks that may be requested by the supervisor



**This Page Left Blank Intentionally**

## CONDUCTOR AND LOCOMOTIVE ENGINEER PROVISIONS (Operations)

### 52.0 Classifications and Wage Rates

#### 52.01

	<b>Current</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
		2.0%	2.5%	2.5%	2.5%
Locomotive Engineer	\$44.00	\$44.88	\$46.00	\$47.15	\$48.33
Conductor	\$38.00	\$38.76	\$39.73	\$40.72	\$41.74

52.02 Evening assignments are scheduled to start after 10:59, while Night assignments start after 18:59 and before 03:00. Only the starting time of the assignment will be used to determine the shift premium for the entire assignment.

### 53.0 Premiums

53.01 The Following Premiums Will Apply:

<b>Shift Premium - Per Hour</b>	<b>Current</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Evening	\$0.85	\$0.85	\$0.85	\$0.90	\$0.90
Night	\$0.95	\$0.95	\$0.95	\$1.15	\$1.15
Split (week day)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Day Weekend	\$1.60	\$1.60	\$1.60	\$1.65	\$1.65
Evening Weekend	\$1.70	\$1.70	\$1.70	\$1.75	\$1.75
Night Weekend	\$2.25	\$2.25	\$2.25	\$2.30	\$2.30
Split Weekend	\$4.25	\$4.25	\$4.25	\$4.25	\$4.25

### 54.0 Basic Day

54.01 Eight hours or less shall constitute a basic day for which no less than 8 hours pay will be paid at the applicable rate.

## 55.0 Overtime

55.01 The beginning of the work week for the purpose of this agreement is 0001 Sunday.

55.02 One and one-half (1½) times the basic hourly rate shall be paid for all work performed:

- 1) in excess of 40 hours in a work week (holidays and vacation days are considered hours worked for the purpose of calculation of overtime)
- 2) assigned day off, and other than regularly assigned shift or employees called with less than eight hours between tours of duty.

55.03 Employees called, and who report for overtime, will be paid time and one and one-half (1.5) times the rate of pay applicable to the service performed with a minimum payment of four (4) hours. If the hours required exceed four (4) hours, they will be will paid time and one half (1.5) times the rate of pay applicable to service performed on a minute per minute basis but at no time will be paid less than a basic day.

55.04 Unless specifically stated in this collective agreement, all compensation paid to an employee shall be used in the calculation of overtime.

## 56.0 Weekly Guarantee

56.01 A work week is guaranteed to consist of not less than 40 hours pay at the applicable classification rate, with not less than 2 consecutive days off.

56.02 Absences for the following reasons will not reduce the weekly guarantee:

1. Attending Court in accordance with the collective agreement (Article 21.03)
2. Bereavement Leave (Article 17)
3. Jury duty (Article 21)
4. Periodic rules when required by the Company (Article 33.02)
5. Inquests (Article 21.03)
6. Periodic Medicals when required by the Company (Article 15.01)
7. Investigations, where wages are paid. (Articles 24.04 and 24.11)
8. Company required meetings. (Article 33.01)
9. Mandatory Time Off Duty, caused by operational requirements (Article 67)

56.03 Payments for the previous list, unless paid under Article 56.02, will be used in the calculation of the weekly guarantee and in the calculation of weekly overtime.

56.04 Each time an employee absents themselves from a complete work day, the weekly guarantee will be reduced 8 hours pay at the applicable classification rate. Employees working 4-day assignments/10 hours per day will be reduced 10 hours pay at the applicable classification rate.

## 57.0 Crew Consist

57.01 All crews in the exo train commuter service will consist of the following:

One Locomotive Engineer and one Conductor. Additional crew members may be added at the Employer's discretion dependent on workload.

## 58.0 Called and Cancelled

58.01 When employees are called and subsequently cancelled before they arrive at their on-duty location, they will be compensated two (2) hours pay at their classification's applicable rate of pay.

58.02 When employees are called and subsequently cancelled after they arrive at their on-duty location, they will receive four (4) hours pay. The services of the employee may be utilized up to the extent of the basic day, *however* if *any* work is performed, Article 58.03 shall apply.

58.03 When an employee is called and subsequently cancelled after they arrive at their on-duty location and they are utilized to perform work, they will receive payment for all time so occupied with a minimum of 8 hours.

58.04 The hours outlined above will be utilized against the weekly guarantee.

58.05 Spareboard employees called and cancelled shall retain their turn on the board.

58.06 When two locomotive engineers are called for same train, the senior engineer shall work as such.

## 59.0 Spareboard (SB)

59.01 Upon ratification, the Company shall maintain (2) two Spareboards (SB) in consultation between the Company and the Union to establish an implementation date:

- Locomotive Engineer Spareboard
- Conductor Spareboard

All Spareboard employees will be provided a weekly guarantee as outlined in Article 56.

59.02 Following ratification of this agreement, the parties recognize that all newly qualified Conductors will be familiarized on both CN and CP lines.

59.03 The parties agree to address the issue of training and qualifying existing employees.

- 59.04 Spareboard employees will be called on a first in first out basis.
- 59.05 Spareboard assignments (employees) will be guaranteed a minimum of 40 hours pay per week.
- 59.06 Spareboard employees are on call for a period twenty-four (24) hours daily starting at 0001 following their assigned days off. Each employee is afforded a two (2) hour and thirty (30) minute call whenever possible.
- 59.07 Each Spareboard assignment (employee) will have two (2) consecutive assigned days off. Should operationally a tour of duty extend into the scheduled days off, the scheduled days off will commence at the completion of the tour of duty and shall be for the duration of 48 hours.
- 59.08 SB employees called for split shift assignments and are ordered for the first period of work of the split assignment, unless otherwise advised, the SB employee will be required to complete both periods of work of the split assignment. If, however a SB employee is initially called for the second tour of duty in the split assignment, that SB employee will only be required to complete the second period of work of the split assignment for which he/she is called.
- 59.09 SB employees are expected to protect work throughout their five (5) day work week, (5 days, 24 hours per day) within their individual Spareboards.
- 59.10 A SB employee who is unavailable to protect as per Article 59.08, will be deducted eight (8) hours from their weekly guarantee. A SB employee shall not be monetarily penalized more than once in a 24-hour period during the Spareboard assignment. In the case of an operational requirement, if the SB employee is unable to protect an assignment and is then used in the same 24-hour period, his/her guarantee will not be reduced.
- 59.11 If a Spareboard employee stands to be called for an assignment operating on a territory for which he/she is not sufficiently familiarized, the call shall be given to the next familiarized Spareboard employee. The Company will send out the un-familiarized employee with the employee called out of turn for familiarization purposes when practicable.
- 59.12 All employees whether assigned to a Spareboard or otherwise, called to protect an outpost assignment will be governed as follows:
- Travelling compensation as itemized in Article 8 at the specific classification's applicable rate will be paid each way to protect the outpost assignment.
- 59.13 All Spareboard employees will establish their turn on the SB as follows:

- 1) At the off-duty time. When more than one SB employee has the same off duty time, the employee's relative standing at the time last called will be used to determine the order of placement.
- 2) When displaced from a regular or temporary assignment, they will be placed on the SB in the position relative to their previous time off duty.
- 3) When booking available for duty after leave or sick leave, they will be placed at the bottom of the SB.
- 4) After a General Ad, in seniority order.
- 5) Following their regularly scheduled days off, they will be added below the SB employees on the board at that time. The SB employees returning from their days off will be placed in the same order relative to their position on the SB prior to their days off.
- 6) A SB employee that is unable to protect a shift will be placed at the bottom of their respective Spareboard.
- 7) If two employees have the same on duty time, the choice will be given to the first on the list.

59.14 If the next day's call is known, a SB employee may accept his/her call in either of the following manners:

- 1) upon completion of their previous tour of duty or the evening prior to their next tour of duty with the Crew Dispatcher.

*or*

- 2) or a call-in accordance with 24.4 prior to their tour of duty.

59.15 A SB employee is not compelled to report for duty less than eight hours after his/her off duty time on the last tour of duty of the previous day's assignment. Employees when called from the Spareboard to report for duty with less than 8 hours rest between off duty time of an assignment and the on-duty time of the next assignment, will be paid one and one half (1.5) times the basic hourly rate.

59.16 Unless a SB employee elects to take a call as per Article 59.14 (1), he/she will be called in accordance with 61.04 in advance of the required reporting time. Employees will provide the Company a primary phone number where they can be reached. A secondary contact number may be supplied as well. Two (2) calls will be made to the employee who is required to report for duty. If the Company is supplied with more than one contact number, one call will be made to the employee's primary contact number followed by a call to the employee's secondary contact number. If the Company is supplied with only one

contact number, two calls will be made to the employee's contact number. Should an employee have an answering machine a message will be left. If no response is received within ten (10) minutes after the final call, it will be considered a missed call and the next employee will be called.

59.17 An employee who misses a call as per Article 59.16. will automatically be placed 'at the bottom of the Spareboard. Spareboard employees returning from vacation will be placed at the bottom of the list.

59.18 A SB employee can only be called to provide relief in a different classification of service if there are no SB employees available within the classification of the call.

#### **60.0 Locomotive Engineer Spareboard**

60.01 When additional Locomotive Engineer spareboard positions are required between the general change of assignment, jobs will be posted as TV.

60.02 When the Locomotive Engineer Spareboard is required to increase between General Ads to protect operations, the job(s) will be posted as a TV.

60.03 In the case where no applications are received, the senior qualified Locomotive Engineer working as Conductor will be forced on the job.

60.04 When required to set up Locomotive Engineers, the senior Locomotive Engineer qualified Conductor will be set up and forced to the junior vacancy.

60.05 When required to set back Locomotive Engineers, the junior Locomotive Engineer may be set back to Conductor.

60.06 Conductors qualified as a Locomotive Engineers and not working as such, are required to accept work as a Locomotive Engineer on a tour of duty basis and will be paid for the position to which they are assigned.

60.07 Employees will not be required to accept calls on scheduled days off.

#### **61.0 Extra Work – Ad Hoc (No SB Available)**

61.01 Employees will be given preference for extra work if they have made themselves available on the Extra Work list in accordance with Article 61.02.

61.02 Employees will inform the Crew Dispatchers in writing on the prescribed form of their desire to be called for extra work from the Extra Work List.

61.03 Employees will be called for extra work on a rotating basis, such that an employee who is first up on the Extra Work List will receive the first call available, the employee second up, the second call, etc.

61.04 Employees who miss or refuse a call, will be placed at the bottom of the Extra Work List.

A missed call will be defined as follows:

1) An employee is called, a voice mail left, and the call is not returned within 10 minutes.

**or**

2) A message is left for an employee while on duty and it is not returned within 30 minutes after the off-duty time of his/her regular tour of duty.

61.05 When an employee misses or refuses two (2) calls for two (2) separate assignments, will be removed from the Extra Work List. Employees who are removed as outlined in this Article will not be allowed to return to the Extra Work List until they place their names on the list prior to Saturday 2359.

61.06 When an employee removes themselves from the Extra Work List, they must remain off the Extra Work List for no less than seven (7) calendar days. When, after seven (7) calendar days, and the employee has complied with Article 63.02, they will be placed at the bottom of the Extra Work List.

## **62.0 Filling of Vacancies**

### **62.01 Ad-Hoc Vacancy**

The following calling protocol must be followed for each assignment:

1) Spareboard

2) Extra Board (on days off)

Article 64.01 may be set aside in the event of an operational situation that could not be foreseen. i.e. late employee, sudden illness, suicide on line, etc.

62.02 TVs will be available to operating employees every week unless specified in the job descriptions.

62.03 Employees who desire to work a TV will be governed in the following manner:

1) Employees will submit bids using the Temporary Vacancy Bid form.

2) Employees who choose to work TVs will list the TVs they desire in order of preference. The inclusion of a TV on the Temporary Vacancy Bid form will be considered the employee's consent to work the TV they have listed.



- 3) The senior applicants will be placed on the TV beginning on the first day of the work week on Sunday at 0001 after the weekly TV bids are awarded.
- 4) TVs will be filled by the senior applicant until the employee holding the position returns or is displaced by a senior employee returning from an absence or displaced from another TV.
- 5) The weekly TV Bid will be run on Monday if needed and closed on Wednesday at 2359. Weekly placements will become effective on Sunday at 0001.
- 6) Employees who elect to move around, may modify their temporary vacancy bid at any time prior to 2359 on Wednesday.
- 7) All employees affected by the TV bid, will be notified by email or phone call. Notification will be sent no later than 1900 every Friday, indicating their assignment placement for the following work week.
- 8) Absent employees who return to work following the weekly TV bid will be placed on the Spareboard until the the next weekly TV bid becomes effective on Sunday at 0001.

62.04 Following the weekly TV bid, any unclaimed TV will be filled by the junior qualified SB employee. The junior qualified SB employee will be forced to the unclaimed TV when the next weekly to become effective at 0001. The provisions under Article 8 apply.

62.05 A SB employee forced under the conditions of Article 62.04, will remain on the TV for the entire period or until a less senior employee is back on SB and if he decides, he may stay on the TV and the provisions of Article 8 would no longer apply.

62.06 In the application of Article 64.04, when more than one (1) TV is filled, seniority will govern placement at the time of notification.

#### 62.07 **Permanent Vacancy (PV)**

62.08 All positions will be considered as permanent vacancies at every General Ad.

62.09 At each General Ad, each active employee must submit a General Ad bid. All positions will be awarded in classification seniority order.

62.10 Should an active employee have insufficient seniority to be placed on any of the positions submitted on their General Ad Bid form, or have insufficient bids to facilitate a placement, she/he will be placed on the unclaimed assignment. In the application of this Article, when more than one (1) employee has insufficient bids, seniority will govern placement.

62.11 A permanent vacancy occurs between a General Ad under the following conditions:

1) the creation of a new assignment(s), or a new position(s),

**or**

2) a vacancy resulting from an employee not returning to their assignment for, but not limited to, the following reasons:

- a) moving to another PV
- b) moving to another classification of service
- c) illness, injury or any other absence other than AV determined to extend beyond the next General Ad
- d) taking a full-time union position
- e) leaving the service of the company
- f) accept a management position

62.12 Employees will submit bids using Permanent Vacancy Bid form to facilitate movement to a preferred permanent vacancy.

The Permanent Vacancy bid should be completed as follows:

- 1) List desired assignments in order of preference.
- 2) When it can be confirmed what position is awarded, determine the preference of the assignment currently occupied. The following will apply:
  - Any assignments listed above the current permanent assignment occupied by the employee will be considered preferred work.
  - Any assignments listed below the current permanent assignment occupied by the employee will be deemed to be less preferable than the current permanent assignment occupied.
  - The absence of the employee's current permanent assignment on the form will indicate that any/all jobs listed are more preferred.
- 3) Place the current permanent assignment currently occupied in the appropriate position on PV Bid form to reflect the above Article.

The process will be as follows:

- Award the senior applicant the first available PV listed above the assignment currently occupied.
- Place a displaced employee in the first position listed on the PV Bid form as per seniority.

- 62.13 A new assignment(s) will be advertised by a bulletin posted for not less than seven (7) days in advance of the date a new assignment(s) is to commence.
- 62.14 The employee's PV Bid form will be considered to be an employee's consent to be placed on their new assignment.
- 62.15 The weekly PV Bid will be posted on Monday by 1201 and will close on Wednesday at 2359. Weekly placements will become effective on Sunday at 0001.
- 62.16 All employees affected by a PV Bid will be notified by email. Notification will be sent no later than 1900 on Friday following a PV Bid. The notification will indicate the employee's assignment placement for the following work week.
- 62.17 Should a PV not filled by bid; the junior qualified employee would be forced onto the PV. The provisions of Article 8 will apply.

In the application of this Article, when more than one (1) employee has insufficient bids, seniority will govern placement at the time of notification and employees would be canvassed in seniority.

**Note:** Each employee is responsible to keep their Permanent Vacancy Bid form updated at all times. Employees are must ensure their form contains sufficient bids to ensure placement. This responsibility also applies when an employee is absent during the advertising of new assignments. All abolishment and re-advertisement of assignments will be posted.

### 63.0 Posting and Filling of Vacancies

- 63.01 The Company will post the job vacancy for three (3) consecutive days, excluding Saturday and Sunday, the deadline for applications being 23:59 of the third (3<sup>rd</sup>) day following such above notification.
- 63.02 The Company shall consider all applicants from the bargaining unit before considering external applicants and will only consider external applicants if there is no applicant from the bargaining unit who possesses the necessary skill, ability, job knowledge and qualifications to perform the work in question.
- 63.03 The notice of vacancy shall state the job classification, shift, rest days, hourly rate, general duties and qualifications required.
- 63.04 Employees must complete an application form for the Job Vacancy and a photocopy signed and dated by management will be required by the employee as proof of submission. It will be the responsibility of the employee to complete and submit an application form indicating any job preference prior to leave for vacation. Pre-application for job posting during the employee's vacation must be submitted to the Human Resources Department.

63.05 Where there is more than one applicant from the bargaining unit who is qualified for the position, then the employee with the greater seniority shall be awarded the vacancy.

63.06 The Company will carry out any applicable testing that as necessary.

#### 64.0 **Displacement**

64.01 Employees may exercise their seniority and displace a junior employee from an assignment under any of the following conditions:

- 1) They are absent during the entire period of time during which a General Ad is posted.
- 2) Their permanent position is abolished (this includes any reduction modification to a Spareboard assignment).
- 3) Change of classification either as a result of a setback, or the application of Article 3.
- 4) Returning to assigned service after the completion of training as a Locomotive Engineer.
- 5) They are displaced from their permanent position by a senior employee.
- 6) They are returning to service after being off for a length of time sufficient to cause their permanent position to become available in the weekly PV bid.

64.02 Each employee entering the workforce will be governed by the provisions of Article 62.12.

**Note:** Remains the same as existing agreement for Maintenance

#### 65.0 **General Ad**

65.01 In the application of this article, there will be two (2) General Ad-bulletins per year in the last week of April and October of each year. All positions in a General Ad will be declared as permanent vacancies and bulletined as such, no later than four (4) weeks in advance of the date they are to be awarded. However, based on customer requirements, there may be more than two changes of card per year as mandated by the customer. Results will be posted no less than seven (7) days prior to the start of the new assignment.

65.02 Using the description and times last established at the most recent general ad, assignments modified between general ads must be abolished and re-advertised when one or any combination of the following conditions apply:

- 1) when the compensated time of an assignment changes by more than thirty (30) minutes
- 2) When the on or off duty change by more than thirty (30) minutes

**Note:** in the case of a split shift the start time will be considered the start of the 'A' portion of the assignment and the finishing time will be the end of the 'B' portion of the assignment

3) any change to the on/off duty locations

4) any change in the days off

**Note:** When changes are made to the assignment more than once during the period between General Ads, the total changes made will be used to determine if the assignment needs to be re-advertised.

65.03 In the event a new assignment is created or when an assignment as defined in Article 65, is required to be abolished and re-advertised, the Company must post the notice of abolishment and re-advertise the assignment(s) as per Article 62.13. The new assignment will be included in the last PV Bid before the new assignment is to commence.

#### **66.0 Layoff and Recall**

66.01 Any layoff or recall will be managed in seniority order.

66.02 Should an employee be laid off and subsequently recalled, the recall will be for no less than six (6) consecutive weeks.

66.03 Employees who are subject to be laid off will be provided with no less than ten (10) working days' notice in writing.

#### **67.0 Mandatory Time Off-Duty**

67.01 In the event an operating employee is subject to mandatory time off duty, and they miss work as a result, they will be made whole for all lost wages and will not be considered as absent under any guarantees. The Operating employee may be required to resume their regular assignment upon fulfilling their mandatory time off duty requirements. Employees will not be compensated for missing work as a result of being on mandatory rest when exercising their seniority onto another assignment.

#### **68.0 Fatigue Management**

68.01 An employee being physically unfit for duty will report same to the Crew Management Centre, so that the employee may not be called. Records will be maintained by the crew calling department and made available to all parties in cases of suspected abuse.

## 69.0 **New Hire Conductor Training**

### 69.01 **New Hire Conductor Bulletins**

- 1) The Company shall bulletin Conductor Trainee positions; and will include the number of positions being advertised, the specific requirements of the position along with an explanation of the selection process.
- 2) The timeframe for application to the posted bulletin will be for a period of ten (10) business days, (14 calendar days).
- 3) Should employees be off on a form of paid entitlement (STD, LTD, Maternity Leave, Paternity Leave or vacation) the Company shall email the posting to the employee's home (Union copied on email) followed by a telephone call from the local Union executive to ensure the posting was received;
- 4) Those successful applicants absent from work and unable to begin training will have their seniority turn as a Conductor protected until such time as they may be able to train, which may be in a subsequent class, and their name will be reflected on the Conductor Seniority list in their proper turn with the notation "NQ" meant to reflect they are not yet qualified.
- 5) When sufficient applicants from the Maintenance employees are received, preference shall be given to such applicants, and will be selected for the Conductor Trainee positions in their shop maintenance seniority order providing they satisfy the requirements of the position. Maintenance employees will be placed at the bottom of the Conductor seniority list, but in all cases senior to employees hired from outside for that trainee class. Maintenance employees upon their return to work must physically bid on the next available job posting.

### 69.02 **Selection of Candidates**

The Company commits to provide a 1 to 2-day training program to Conductors who will be responsible for training new hires during their Qualification period.

Such programs would be provided prior to hiring a new class at a given location and that a sufficient number of trainer would be trained per terminal depending upon the number of trainees that are scheduled to train at that location, the nature of training required at the terminal, and the specific training program at that terminal. An assessment of the number of trainers available will be done at the beginning of each new class.

For each tour of duty in respect of which a Trainer has a trainee assigned to them, the Trainer shall be paid one-hour base wages in addition to their normal compensation for that tour of duty.

### 69.03 Training

- 1) To qualify as a Conductor, a new employee must be experienced and competent and must be familiar with the territories.
- 2) For the purpose of this Article, a Conductor shall be deemed to be experienced and competent when they have met one of the following requirements:
- 3) Has completed a comprehensive approved training program as a Conductor and has been qualified by the appropriate Company Officer; or
- 4) A Conductor who has worked at another Railway as a qualified running trades employee within the past three years, has successfully completed and passed all training as deemed necessary by the Company, has exhibited proper working practices and has been qualified by an appropriate Company Officer.
- 5) Upon successful completion of the initial mechanical and rules training, the Trainee will receive the required number of trips as established by either the host railroad or the customer by way of one-on-one instruction by a qualified Conductor Trainer for operating on all commuter lines.

Final qualification must be by the appropriate Company Officer.

- 6) New Hires required to undergo training by the Company as outlined above shall be compensated 85% of the Conductors rate of pay, provided they are available and follow the instruction schedule established for them.
- 7) It is understood that training needs may vary with regulations and Company requirements, as per the collective agreement, any changes to the training program and the amount of familiarization may take place after consultation with the General Chairperson. No other alterations, however, shall occur to this protocol without prior consultation of the General Chairperson.
- 8) The comprehensive training program referenced above, in addition to any instruction deemed necessary by the Company, will consist of a period of Qualification and a period of Familiarization under the conditions outlined below.
- 9) Qualification - The period of Qualification will be comprised of instruction and On-the-Job Training (OJT) with the purpose of providing the new employee with the basic skills required to be a Conductor, where appropriate. During this period, the objective is to assign trainees to specific coaches. Once deemed qualified in the basic skills, the trainee enters into the Familiarization period of the program, where required.
- 10) Familiarization - The objective of this part of the training program is to familiarize the trainee on all jobs that the trainee will work when the program is completed. The new trainee is not to be placed on the board until both periods have been completed.

- 11) Final Qualification will be based on the demonstrated ability to safely and adequately perform the responsibilities of the position in question. In the event of a concern regarding the overall qualification process including the number of trips, such issues may be advanced to the appropriate Company Officer and the General Chairperson.
- 12) As part of this program, Local Union Representatives and Local Company Managers will address new employees, for up to 4 hours duration, with respect to employees' rights and obligations. The Company will pay Union Representatives for their attendance at these presentations, which shall be jointly developed and delivered.
- 13) Additionally, Union Health and Safety Representatives may also make a presentation to the Trainee Class for up to 4 hours duration. The Company will pay these representatives to address the class and these sessions will be attended by Management Representatives.
- 14) New Conductors are required to pass all examinations during the course of their training. In the event a trainee fails to pass one of the exams, he/she will be given the opportunity of one (1) rewrite during the entire program. In the event a trainee fails to pass a rewrite or fails a second exam, he/she will be removed from the training program.

#### **69.04 Parties to Monitor Training Progression**

- 1) The Parties agree to jointly review and evaluate the progression of successful applicants after thirty days of OJT. This will not prevent the parties from reviewing any new Conductor throughout the training process. The designated local manager and local Union Representative will jointly conduct such review and evaluation.

The purpose of the review and evaluation is to ensure the training is sufficient and is focusing on and providing the necessary and appropriate skill development consistent with a safe and healthy.

#### **70.0 Locomotive Engineer Training**

- 1) To be eligible for training, a Conductor must have at least two years of cumulative service operating as a Conductor.
- 2) Once training has commenced in the initial mechanical and rules instructions classes, trainees will only be required to work as a Conductor during the OJT period. If it is a necessity. Time engaged during the training period shall not interrupt the candidates' continuous employee relationship.
- 3) A candidate may be dropped from the training program at any time during the training period if in the judgment of the Company they do not demonstrate the fitness and ability required to serve in the capacity of a Locomotive Engineer. If a candidate is dropped from



the training program by the Company, they shall be advised the reason therefore in writing, and will return to service as a Conductor in accordance with their seniority.

- 4) Conductors do not have a contractual right to be the only source of Trainees for the position of Locomotive Engineer. When sufficient applicants from Conductors are received, preference shall be given to such applicants.
- 5) Locomotive Engineer training and qualification will be performed in the following manner:  
  
Once accepted, the Company shall establish the schedules for Trainees in accordance with the following:
  - 6) Upon successful completion of the initial mechanical and rules training, the Trainee will receive the required number of trips as established by either the host railroad or the customer by way of one-on-one instruction by a qualified Locomotive Engineer Trainer for locomotive operations operating on all commuter lines.
  - 7) Final qualification must be by the appropriate Company Officer.
  - 8) Candidates selected for training for Locomotive Engineer will be paid at the Conductors rate of pay. This rate will be applied to classroom training, technical training, when operating as an additional employee and during familiarization.
  - 9) After completion of training and certified as qualified to work as a Locomotive Engineer, candidates shall be governed on the Locomotive Engineer's Seniority List in the manner prescribed in Article 1.
- 10) Locomotive Engineer Trainees shall not be permitted nor required to work as a Locomotive Engineer until qualified.
- 11) After being qualified to work as a Locomotive Engineer, Conductors shall be required to work as a Locomotive Engineer when required.
- 12) A qualified Conductor who is not regularly assigned as a Locomotive Engineer, may be withheld from their regular run or assignment to work as a Locomotive Engineer as required. A Conductor shall be paid not less than the earnings they would have made on their regular run or assignment whether or not they are used. Payments made under the provisions of this Article will be used to make up any guarantee to which a Conductor may be entitled.
- 13) A Conductor shall retain their seniority standing as such and after being qualified to work as a Locomotive Engineer, they shall have the right to work as a Conductor in accordance with their seniority when not required to work as a Locomotive Engineer.

- 14) From time to time, as it may be deemed necessary, the Company shall require a qualified Locomotive Engineer from the ranks of Conductor to make refresher trip(s) as a Locomotive Engineer. Qualified Locomotive Engineers who do not work as a Locomotive Engineer for 6 consecutive months will be required to make a refresher trip(s).
- 15) Refresher trips as a Locomotive Engineer shall be made on such trains and on such Subdivisions as may be stipulated by the Designated Company Officer.
- 16) A qualified Locomotive Engineer who is working as a Conductor shall not be required to make a refresher trip as a Locomotive Engineer on their assigned rest days, unless by mutual agreement with the employee.
- 17) A qualified Locomotive Engineer who is required to make a refresher trip as a Locomotive Engineer shall be paid the greater of earnings lost while making a refresher trip.

#### **71.0 Locomotive Engineer Selection Process**

- 1) Subject to the provision of this Article, and in order to protect their seniority as a Locomotive Engineer such employees are obligated to take training in their seniority turn and may not refuse training. Selection of candidates for training shall be the responsibility of the Company with input from local Union Officers. The selection process will include an aptitude test prescribed by the Company. If an applicant is not selected, they will be advised, in writing, the reason therefore. Within 90 days of notification, employees who are not selected may request to be considered for the next Locomotive Engineer's program at their home location. Such request can only be made once and will not be denied.
- 2) Employees who fail to qualify for the position of Locomotive Engineer will be returned to their previous position and will retain and continue to accrue seniority under the Collective Agreement.
- 3) At the Company's discretion, and based on performance in their earlier class, employees who have failed in their first attempt, may be given a second and final opportunity to qualify as a Locomotive Engineer. The employee must apply on the next opportunity in order to protect their seniority. A decision to deny a second opportunity to qualify will be given, in writing, to the employee.
- 4) Employees may only withdraw from the training program if exceptional circumstances exist and then only when such withdrawal has been agreed upon by the General Chairperson or their designate, and the designated Company Officer. In such circumstances, the employee will be given another opportunity to qualify as a Locomotive

Engineer. Withdrawal from the program pursuant to this Article is not considered to be a failure to qualify.

- 5) Employees absent from work due to illness or injury and in receipt of Short Term Disability or CNESST Benefits; on a leave of absence; working full time for the Union; or having been promoted to an official position with the Company, will be required to accept Locomotive Engineer Training in their seniority placement upon their return to the active workplace.

**Note 1:** In Article 71.0 (5) above, upon return to the active workplace, if the employee's normal turn to be trained in seniority order has passed, the employee will be required to take the next available engineer training class at their location.

**Note 2:** The criteria used to select candidates for Engineer training should be merit, fitness and ability and should be applied on a consistent basis. When an individual is turned down for training or released from the program, on request, they will receive the reason(s) in writing and should they so wish, will be accompanied by the appropriate Union representative to discuss such reason(s).

## 72.0 **Trainer**

- 1) From time to time as may be necessary the Company shall designate a Locomotive Engineer to act as a Trainer. The Company may withdraw such designation at any time. In making such designation representation by a Locomotive Engineer who does not wish to become Trainer or by their representative on their behalf shall be considered by the Company provided there are sufficient Trainers available. While performing their customary service, Trainer will act as a field instructor, indoctrinating Engineer trainees in the functions and responsibilities of Engineers under actual working conditions.
- 2) The training procedures to be followed by Trainers will be prescribed by the Company.
- 3) An Engineer Trainee will assume control of the locomotive under the supervision of the Trainer. When an Engineer Trainee assumes control of the locomotive and/or train, the Trainer will have their responsibilities relaxed to the extent that they will not be held responsible for train handling; they will, however, continue to be held responsible for the observance of operating rules, special instructions and other regulations.
- 4) Trainers must complete progress reports on trainees and communicate any exceptions to the Trainee at the end of the tour of duty without exception. The responsibility for certifying a trainee as being a qualified Engineer shall be the responsibility of a Company designated officer

- 5) For each tour of duty in respect of which an Engineer-Instructor has a trainee assigned to them, the Engineer-Instructor shall be paid one hour of base wages in addition to their normal compensation for that tour of duty.
  - 6) Nothing in this Article shall be construed as preventing the Company from using a Company officer designated by the Company to accompany a trainee and impart instruction to them. In such circumstances if the Engineer operating the train is a designated Trainer, they shall be entitled to the remuneration provided for in Article 72.0 (5) above.
  - 7) The provisions of this Article shall apply to a Trainer required to convey instruction to a qualified Locomotive Engineer from the ranks of Conductor who may, from time to time, be required to make a refresher trip as a Locomotive Engineer. Such Trainer shall be paid the allowance specified in Article 72.0 (5).
  - 8) Local Management and Union Representatives will identify any unique locations which may require additional training on a location by location basis.
  - 9) Locomotive Engineer trainees shall not be permitted nor required to work as a Locomotive Engineer until qualified.
- 73.0 The applicable items of this Article apply to employees on familiarization trips or fulfilling conditions of discipline. This would only apply in the initial familiarization and not the re-familiarization of the various routes in the future.

#### 74.0 **Definitions**

The term **representative** of the bargaining unit shall mean the duly accredited representative designated by the Union.

The term **Company** shall mean Bombardier Transportation Canada Inc.

Wherever the male pronoun is used throughout the Articles within this agreement, it is agreed that the female pronoun and/or gender inclusive pronouns are an acceptable substitute whenever and wherever applicable.

**Assignment** pertains to a daily job which may contain one (1) or no more than two (2) tours of duty in a twenty-four (24) hour period. Assigned work days which may include working a split shift and rest days

**Tour of duty** a continuous time on duty from the time of reporting for duty to the time the employee books off duty.

**Split shift** an assignment that includes a period of work, a period of layover and a second period of work to complete your tour of duty. A split shift shall not exceed fourteen (14) hours, including unpaid layover time, from the initial report time to the final release time. Rest period is undisturbed period of rest, and no employees will be required to perform work in that period of time.

**Layover Time** – where split shifts are employed, period of layover is defined as the unpaid time between the primary release and the secondary report time of a shift.

**Initial Reporting Time** – the time a crew is required to report for duty prior to the scheduled leaving time from the originating station for a shift. Such time will not be less than forty-five (45) minutes.

**Originating Station** – The place where a commuter rail service shift actually begins.

**Final Station** – The place where a commuter rail service shift actually ends.

**Ad Hoc Vacancy** is a vacancy of less than a work week.

**Temporary Vacancy (TV)** is a vacancy that is for a duration of one (1) work week.

**Permanent Vacancy (PV)** is a vacancy resulting from an employee vacating an assignment on a permanent or by the establishment of a new permanent assignment.

**Spareboard (SB)** is a regular assignment(s) containing a list of employees whose purpose is to provide relief.

**Emergency** is defined as a personal injury, derailment which requires the restoration of service, a track dislocation, which requires the restoration of service, serious level grade crossing accident or an incident that would compromise the safety of employees, Company equipment and or Company property.

**Forced** A term used when an employee is required to fill a position by virtue of their seniority and not by bid. (same conditions apply as if the employee bid the position)

**Operating Employee** An employee working and/or training as a Conductor (Cond) or Locomotive Engineer (LE)

**Employee** Where the term employee is used, it refers to all Rail Classifications, Locomotive Engineer and Conductor.

**Mandatory Time Off Duty (MTOD)** Work /Rest Rules developed pursuant to Section 20 (1) of the Railway Safety Act, RS 1985, C32 (4<sup>th</sup>).

**Route familiarization** Is a term used to meet the number of trips to become fully qualified on a specific territory.

**Route Re-familiarization** Is the term used to describe subsequent territory familiarization on which an employee was previously qualified.

**Unscheduled Work** Any unscheduled work of a temporary nature, such as a, runs to layover yards to change out equipment, etc.

**Work Week** Commences Sunday at 00:01 and ends on the subsequent Saturday at 23:59.

**Conductor** – An employee, qualified under the CROR, responsible for the operation of train or movement.

**Locomotive Engineer** – An Employee, qualified under the CROR in charge and control of a Locomotive consist and train or movement.

As agreed between the parties on this 19th day of June, 2020.

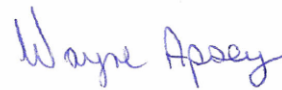
For the Company:



---

April Ignas  
Manager, Human Resources  
Bombardier Transport Canada Inc.

For the Union:



---

Wayne Apsey  
General Chairperson  
CTY – CP East  
Bombardier Montreal Div. 760  
TCRC

## Maintenance

		Date d'embauche	Date ancienneté	
1	Belanger	Yves	3/1/2010	3/1/2010
2	Giroux	Alain	3/1/2010	3/2/2010
3	Theroux	Alain	3/1/2010	3/5/2010
4	Vachon	Jocelyn	3/1/2010	3/6/2010
5	Bergin	Robin	3/1/2010	3/8/2010
6	Dupuis	Serge	3/1/2010	3/9/2010
7	Zhang	Yi	3/1/2010	3/10/2010
8	Michaux	Rodolphe	3/1/2010	3/11/2010
9	Pronovost	Eric	3/1/2010	3/13/2010
10	Remillard	Denis	3/1/2010	3/14/2010
11	Soucy	Sylvain	3/29/2010	3/30/2010
12	Molle	Pascal	3/29/2010	4/1/2010
13	Chagnon	Francis	3/29/2010	4/2/2010
14	Savard	Gabriel	3/29/2010	4/3/2010
15	Cote	Daniel	5/3/2010	5/3/2010
16	Senecal	Claude	5/3/2010	5/4/2010
17	Pepin-Desbiens	Philippe	5/3/2010	5/8/2010
18	Tafala	Abdelouahed	5/3/2010	5/9/2010
19	Boivin	Mathieu	5/3/2010	5/10/2010
20	Araque Delgado	Jesus Orlando	6/14/2010	6/15/2010
21	Sgaverdea	Cristian	6/14/2010	6/17/2010
22	Bouclair	Jack	11/8/2010	11/8/2010
23	Poxon	Christian	6/13/2011	6/13/2011
24	Mamboma-Boussita	Jean-Dieudonne	6/13/2011	6/14/2011
25	Audet	Martin	6/20/2011	6/21/2011
26	Paquette	Gilles	7/17/2011	7/17/2011
27	Bastien	Jonathan	7/18/2011	7/18/2011
28	Lamorte	Emilio	7/25/2011	7/27/2011
29	Chibani	Abdellah	7/25/2011	11/13/2011
30	Paquette	Jacques	11/21/2011	11/21/2011
31	Bissonnette	Philippe	11/21/2011	11/22/2011
32	Daoust	Mathieu	11/28/2011	11/30/2011
33	Boisclair	Jocelyn	12/15/2011	12/15/2011
34	Chucri	Bernard	6/11/2012	6/11/2012
35	Laflamme	Eric	6/18/2012	6/18/2012
36	Hohensee	Andy	3/4/2013	3/5/2013
37	Beaudoin-Angelopoulos	Christopher	3/4/2013	3/6/2013
38	Bichichi	Abderrahim	7/15/2013	7/15/2013
39	Achour	Karim	8/27/2013	8/27/2013
40	Bergin	Jay	11/13/2013	11/13/2013
41	Chamoun	Saliba	4/28/2014	4/28/2014
42	Parent	Jean-Philippe	4/28/2014	4/29/2014
43	Lystukha	Yevgen	4/28/2014	4/30/2014
44	Tremblay	Carl	4/28/2014	5/1/2014

45	Lewis	Michael	7/7/2014	7/9/2014
46	Leblanc	Mélisandre	7/7/2014	7/12/2014
47	Stathakis	Sam	7/7/2014	7/14/2014
48	Bolduc	Guillaume	3/30/2015	3/31/2015
49	Miwouodi	Aboubakar	3/30/2015	4/3/2015
50	Blouin	Réal	3/30/2015	4/4/2015
51	Parisien	Marc-Antoine	4/13/2015	4/14/2015
52	Beaulne-Rousseau	Simon	4/13/2015	4/15/2015
53	Machado	Benjamin	4/13/2015	4/16/2015
54	El Borte	Ahmed Yassine	4/13/2015	4/18/2015
55	Ben Amor	Dhifallah	4/13/2015	4/19/2015
56	Isabel	Carl	4/13/2015	4/20/2015
57	Azouz	Zaki Fouad	5/4/2015	5/4/2015
58	El Ouasbi	Youssef	5/4/2015	5/5/2015
59	Bouziane	Rachedi	5/4/2015	5/8/2015
60	Podziuban	Denys	6/29/2015	6/30/2015
61	Vallée	Martin	5/4/2015	9/28/2015
62	Henderson	Clifford	5/4/2015	2/4/2016
63	Gibeault	Johnny	12/14/2015	7/27/2016
64	Hamizi	Sofiane	9/1/2015	9/6/2016
65	Genest	Joanie	9/29/201	1/23/2017
66	Najma	Mustapha	11/24/2016	4/10/2017
67	Verret	Christina	4/24/2017	8/21/2017
68	Toussaint	Jimmy	4/24/2017	10/16/2017
69	Chaya	Youssef	8/14/2017	6/17/2018
70	Fatmi	Housseem	01/08/2018	8/4/2018
71	Dechamps	Etienne	26/06/2018	2018-08-07
72	Tatarelli	Alexandre	09/07/2018	2018-08-07
73	Aouchiche	Adel	8/8/2018	2018-08-08
74	Charland	Yannick	8/8/2018	2018-08-08
75	Berthiaume-Poitras	David	8/8/2018	2018-08-08
76	Belmiloud	Faycal	8/8/2018	2018-08-08
77	Kone	Dramane	8/8/2018	2018-08-08
78	Boubetra	Massinissa	8/13/2018	8/13/2018
79	Akreml	Ammar	8/20/2018	2018-08-20
80	Valencia	Carlos	8/20/2018	2018-08-20
81	Albi	Hamza	8/22/2018	8/22/2018
82	Mouafikoune	Omar	8/27/2018	2018-08-27
83	Mulindahabi	Jean Aimé	8/27/2018	2018-08-27
84	Chevrier	Marc-André	8/27/2018	2018-08-27
85	Benbrahim	Sadok	9/4/2018	2018-09-04
86	Monterroso Donis	Carlos Rene	9/4/2018	2018-09-04
87	Benaouich	Anass	9/10/2018	2018-09-10
88	Floencio	Nuriel Jose	9/10/2018	2018-09-10
89	Mazouz	Mawloud	9/17/2018	2018-09-17
90	Larbi	Larid	9/17/2018	2018-09-17
91	Dieujuste	Adenson	9/24/2018	2018-09-24



92 Benahmed	Adbelkader	10/9/2018	2018-10-09
93 Belgaid	Ali	10/22/2018	10/22/2018
94 Boudreault	Mathieu	12/9/2018	12/9/2018
95 Otmani	Hocine	1/14/2019	1/14/2019
96 Abbasi	Hassan	2/4/2019	2019-02-04
97 Bluteau	Chantal	2/4/2019	2019-02-04
98 Kistnasamy	Danen	2/4/2019	2019-02-04
99 Huaman Cabrera	Rudy Pierre	3/11/2019	3/11/2019
100 Meneide	Jordan	3/25/2019	2019-03-25
101 Levasseur	Philippe	3/25/2019	2019-03-25
102 Morais	Alexandre	4/8/2019	4/8/2019
103 El kihal	Abdenbi	4/29/2019	2019-04-29
104 Benabdelkader	Salmane	4/29/2019	2019-04-29
105 Lafrenière	Gabriel	5/6/2019	5/6/2019
106 Vaillancourt	Tommy	5/13/2019	5/13/2019
107 Beaudet	Mathieu	5/27/2019	5/27/2019
108 Pisarski	Jesse	2/24/2020	2020-02-24-1
109 Djerroud	Foudil	2/24/2020	2020-02-24-2
110 Ndiaye	Madiama	2/24/2020	2020-02-24-3
111 Hébert	Dominique	4/6/2020	4/6/2020
112 Quesnel	Étienne	4/24/2020	4/24/2020
113 Bennai	Abderrahmen	4/24/2020	4/24/2020
114 Koulamou	Wei Aristide	5/11/2020	5/11/2020
115 Attafi	Yacine	5/11/2020	5/11/2020
116 Bourbonnais	Marcel	5/11/2020	5/11/2020

## **CONDUCTORS**

1 Steve Martin	
2 André Beaucage	
3 Yves Giguere	
4 Richard Sicottes	
5 Jacques Leblanc	
6 Joanne Couture	
7 Marc Joseph	
8 Danny Richer	
9 Hugues Lalonde	
10 Daniel Robillard	
11 Danny Fusco	
12 Patrick Ladouceur	
13 Carlo Tatarelli	
14 Kevin Robinson	LE
15 Paul Mirauta	LE
16 Sorin Stoleru	LE
17 Wayne Shepherd	
18 Pascal Ducharme	
19 Cardinal Minott	
20 Craig Vanslet	LE
21 Vincent Fratelli	LE
22 Pierre-Luc Tailleur	LE
23 Nsele Boselawa	LE
24 Jean Philippe Lévesque	
25 Mathieu Francoeur	LE
26 Alain Wagner	
27 Patrick Poirier	LE
28 Gino Guarnieri	LE
29 Jean Louis Fritz	LE
30 Kyle Robillard	
31 Mircea Costachescu	LE
32 Darayush Daruwalla	LE
33 Jeffrey Noory	LE
34 Jonathan St-Firmin	LE
35 Yves Boisvert	
36 Francois Viel	
37 Kaven Desjardins	
38 Christian Cote	
39 Karl-Edouard Rémy	LE
40 Alix Pean	
41 Nicolas Bouchard	LE
42 Marie-Eve Kennedy	LE
43 Patrick Martel	LE
44 Daniel Kennedy	LE

45	Elibwa Welumbalumba	
46	Julian Didone	LE
47	Nicola Spinelli	LE
48	Marie-Eve Boisse	
49	Michael Martella-Ruibal	
50	Olivier Deshaies	
51	Jean-Philippe Bouillon	
52	Marc-Andre Ialenti	
53	Lawrence Turner	
54	Maxime Emond	
55	Sylvain Poupart	
56	Joelle Belanger	
57	Vincent Huot	
58	Corey Theriault	
59	Jason Clervil	
60	Francesco Martella	
61	Jean-Pierre Leblanc	
62	Olivier Mckaig	
63	Bruno Major	
64	Éric Labrèche	
65	Alex Laplante-Gagné	
66	Simon Champagne	
67	Marc-André Gollain	
68	Pascal Laurin	
69	Pascal Croisetière	
70	Vasyl Gusiev	
71	Philippe Domingue	
72	Nicolai Donic	
73	Lyamine Ouyahia	
74	Mario Forget	

## **LOCOMOTIVE ENGINEERS**

1 François Roberge	2017, July 1
2 Carlos Bergamin	2017, July 1
3 Daniel Légaré	2017, July 1
4 Steve Aungers	2017, July 1
5 Guy Brodeur	2017, July 1
6 James Harding	2017, July 1
7 Richard Giroux	2017, July 1
8 Michel Harvey	2017, July 1
9 Sylvain Internoscia	2017, July 1
10 Carole Marchand	2017, July 1
11 Benoit Cleroux	2017, July 1
12 Claude Caissy	2017, July 1
13 Bruno Verner	2017, July 1
14 Stephane Lalonde	2017, July 1
15 Mathieu Gallant	2017, July 1
16 Éric Paquette	2017, July 1
17 Gabriel Pujolle	2017, July 1
18 Jonathan Marchand	2017, July 1
19 Todd Veary	2017, July 1
20 Ryan Smith	2017, July 1
21 Tyler Veary	2017, July 1
22 Uwe Corvers	2017, July 1
23 Marc Tremblay	2017, July 1
24 Samuel Duplantie	2017, July 1
25 Johanne Ayotte	2017, July 1
26 Chantal Rioux	2017, July 1
27 Mario Lavigne	2017, July 1
28 Mathieu Theberge	2017, July 1
29 David Nantel	2017, July 1
30 Robert Buonvino	2017, July 1
31 Robert Devost	2017, July 1
32 Mario Dubois	2017, July 1
33 Wayne Robert Veary	2017, July 1
34 Paul Guy Raymond	2017, July 1
35 Real Montmarquette	2017, July 1
36 Alain Bourbeau	2017, July 1
37 Jacques Bourget	2017, July 1
38 Claude Lachapelle	2017, July 1
39 Emily Lavallée Brien	2017, July 1
40 Jean-Claude Savard	2017, July 1
41 Kevin Robinson	2017, September 11
42 Paul Mirauta	2017, September 11
43 Sorin Stoleru	2017, September 11

44 Craig Vanslet	2017, September 11
45 Vincent Fratelli	2018, January 8
46 Pierre-Luc Tailleux	2018, January 8
47 Nsele Boselawa	2018, January 8
48 Mathieu Francoeur	2018, January 8
49 Gino Guarnieri	2019, October 6,
50 Jean Louis Fritz	2019, October 6,
51 Mircea Costachescu	2018, November 19
52 Darayush Daruwalla	2019, October 6,
53 Jeffrey Noory	2018, November 19
54 Jonathan St-Firmin	2018, November 19
55 Karl-Edward Rémy	2018, November 19
56 Nicolas Bouchard	2019, October 6,
57 Marie-Eve Kennedy	2018, November 19
58 Patrick Martel	2018, November 19
59 Patrick Poirier	2019, October 6,
60 Daniel Kennedy	2019, October 6,
61 Julian Didone	2019, October 6,
62 Nicola Spinelli	2019, October 6,
Steven Harding	2020, January 6