

Central Maine & Quebec Railway

And

SMART Transportation Division

Train and Engine Service  
Collective Agreement  
2020 - 2023



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## **SECTION 1 - PREAMBLE**

Central Maine & Quebec Railway (CMQ) recognizes the General Committee of Adjustment of the SMART Transportation Division, the designated representatives of which are signatory hereto, as bargaining representatives of all Engineers, Conductors, Trainmen and Engineer and or Conductor/Trainmen Trainees included in the US Roster.

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

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

## **SECTION 2 - SCOPE**

- 2.1 Engineers and Trainmen employed by the Company shall be covered by this Agreement. Except as otherwise provided herein, Engineers and Trainmen shall perform any and all services under the direct control of the Carrier required for the makeup of trains and/or the movement of cars and trains over and through Carrier's trackage and in its business of servicing industrial sidings, for which they are qualified.
- 2.2 Except as otherwise provided herein, the operation of locomotives and any other motive power used for the makeup and/or movement of cars and trains will be considered work of the Engineers and Conductors subject to this Agreement.
- 2.3 It is understood that the operation of certain equipment in conjunction with the maintenance of way, which does not require that the operator be a Certified Locomotive Engineer, will not be considered the exclusive work of the Engineers subject to this Agreement.
- 2.4 The primary work of the employees working in "Train and Engine Service" as described above, will not be assigned to others except only as necessary for the operation of the railroad (e.g., customer demand for service when operating crews are not available, are scheduled for a conflicting, subsequent assignment or a conflict in Hours of Service) or in the event of an emergency, the carrier may assign such other employees as it deems necessary to perform such work. The carrier reserves the right to perform 'Light Engine' movements with any qualified personnel.
- 2.5 It is understood, that if operating crews are not available to assist, other employees may assist Train crews in their duties relative to the movement of their trains while functioning as Utility Men on an incidental basis only with the understanding that incidental work is that additional work which is a necessary detail in the sequence of accomplishing a main task.
- 2.6 While the Parties recognize that the provisions of section 2.5 of this Article are designed to provide the Carrier with a flexible and efficient operating environment they also recognize that it is not the intent of the Parties that the Carrier would use the incidental work provisions of section 2.5 in combination or

to the extent that they would or could be used to eliminate Train and Engine service positions, furlough Train and Engine service employees, avoid hiring Train and Engine service employees or promoting employees to the positions of Locomotive Engineer or Conductor/Trainman by using Company officers or other employees not subject to the terms and conditions of this agreement to perform service as operating employees.

2.7 At locations where there is insufficient work in train and engine service to provide the minimum number of starts in a pay period, the Carrier may establish combination assignments where train and engine service employees may be used in other service for which they are qualified in order to make the minimum number of starts in a pay period with the understanding that they will not be required to perform janitorial services except as may be required while working in “other service” in connection with the Mechanical department.

2.8 Employees working combination assignments will perform all such duties subject to the full terms and conditions of the CMQ/SMART Collective Agreement

NOTE: It is understood that spare list assignments will not be converted into combination assignments.

2.9 The CMQ Employee Handbook will apply to all terms of employment not specifically covered by this Agreement.

**SECTION 3 – RATES OF PAY**

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

| Classification | 2020    | 2021    | 2022    | 2023    | 2024    |
|----------------|---------|---------|---------|---------|---------|
|                | 2%      | 5%      | 20%     | 3%      | 2.75%   |
| Engineer       | \$29.61 | \$31.09 | \$37.31 | \$38.43 | \$39.49 |
| Conductor      | \$26.41 | \$27.73 | \$33.27 | \$34.27 | \$35.21 |

3.2 The engineer rate shall apply to employees certified as engineers, the conductor rate shall apply to employees working as conductors, except that employees who are certified locomotive engineers will receive the engineer rate of pay. Employees who are certified engineers will be required to protect the engineer’s class of service. Employees who are training to become an engineer will receive the conductor’s rate of pay until fully qualified as an engineer.

3.3 Eight (8) hours or less shall constitute a basic day’s pay for which eight (8) hours pay shall be allowed, except as otherwise provided for. If an employee voluntarily leaves an assignment during a shift the employee will be paid for actual time worked.

3.4 If the Company calls an employee for service and the employee reports for duty and is released the employee will be allowed a payment of 4-hours at the pro rata hourly rate.

3.5 All work over forty (40) hours straight time in the work week shall be paid at one and one half times the applicable hourly rate, unless otherwise stipulated.

- 3.6 Engineers and conductors will receive a guarantee of 40 hours per week unless they are unavailable for work or miss a call.
- 3.7 Automobile mileage allowance rates will be based upon the current U. S. Internal Revenue Service schedule, and will be posted by the CMQ. Mileage will be paid from home or reporting location, whichever is shorter.

#### **SECTION 4 – CONDUCTOR TRAINING**

- 4.1 Conductors in Training will establish seniority as Conductors when they begin the Conductor Training program provided they successfully complete Conductor Training.
- 4.2 The General Chairman will be furnished with the names and addresses of Conductor Trainees entering the training program, showing the dates they are placed in training.
- 4.3 The training program will consist of instruction in theory and work experience in all classes of service as determined by the Carrier. The Carrier will furnish all materials necessary for the training.
- 4.4 Examinations will be prepared and administered by the Carrier.
- 4.5 When Conductor Trainees are required to receive on-the-job training, they will receive such training from Conductor Instructors designated by the Carrier.
- 4.6 Conductor Instructors will conduct on-the-job training in accordance with a program of instruction developed by the Carrier.
- 4.7 While conducting on-the-job training of Conductor Trainees, Conductor Instructors remain responsible for the safe operation of their trains.
- 4.8 Upon successful completion of the training program, Conductor Trainees will be awarded a Certificate of Completion signed by the appropriate Carrier officer.
- 4.9 If Conductor Trainees fail to pass the required final examination on the first attempt, they will be given a second opportunity not less than thirty (30) days or more than forty-five (45) days following the first attempt. In instances involving bona fide illness or injury, the time limit for the second attempt will be extended by the length of the illness or injury except as specified by section 4.11 of this Article. Conductor Trainees who fail to take any of the required examinations without a bona fide reason or who fail to pass the second attempt on the required final examination will have their train service relationship terminated.
- 4.10 During the period between the first and second attempt to pass the required final examination, Conductor Trainees will be considered on Leave of Absence from the training program. Conductor Trainees who hold other seniority may exercise that seniority under the applicable agreements. Conductor Trainees awaiting a final examination re-take may, at their own expense, sit in on any classroom instructions given to other Conductor Trainees.

- 4.11 Conductor Trainees who become physically disabled to the extent that they cannot complete the training program within one (1) year from the time they enter the program will have their train service relationship terminated. This one (1) year period may be extended by mutual agreement between the Carrier and the General Chairman.
- 4.12 Conductor Trainees will be allowed compensation as outlined below, for all services performed and time consumed while actively participating in all phases of the training program. To receive the full compensation, Conductor Trainees must be available for five (5) days per calendar week commencing on Monday, exclusive of holidays. The prorated daily rate will be deducted for each day Conductor Trainees are not available of their own volition. Should Conductor Trainees be required to participate in the training program on a 6<sup>th</sup> or 7<sup>th</sup> day in a calendar week, they will be paid an additional days pay at the applicable daily rate for each additional day.
- 80% = Starting Rate
  - 85% = 6 Months
  - 90% = 12 Months
  - 95% = 18 Months
  - 100% = 24 Months
- 4.13 The Carrier may elect, depending on prior experience, to start an employee at a step rate higher than the starting rate and may progress the employee at a rate sooner than the specified 6 months.
- 4.14 Unless otherwise provided by the Carrier, Conductor Trainees required to terminate their tour of duty away from the home terminal of that assignment will be paid meal expenses as per the agreement. For purposes of determining time at an away from home terminal, time starts when an employee goes off duty at an away from home terminal and time ends when an employee goes on duty to return to their home terminal. The Carrier will fund the cost of the lodging. Mileage will be reimbursed at rates established by the Internal Revenue Service (IRS) and will be from employee's home terminal or house, whichever distance is shortest. See section 10 – Deadheading/Transportation for further information.
- 4.15 The training program and any intended substantial change therein shall be reviewed from time to time by the General Chairman and the Carrier. However, the Carrier will make the final determination of the content and length of the training program, the continuation of individuals in the program, and the conditions of successful completion of the program.
- 4.16 When it becomes apparent that a Conductor Trainee will not successfully complete the training program the Carrier will consult with the General Chairman for the purpose of identifying and overcoming the problem. The Carrier will, however, make the final determination as to whether or not to continue the Conductor Trainee in the program. Conductor Trainees who do not successfully complete the training program may exercise other seniority held, if any, under the applicable Agreements.

## **SECTION 5 – ENGINEER TRAINING**

- 5.1 The Carrier will have discretion as to when to schedule Engineer Training classes. Engineer training will be offered to Conductors in seniority order. Upon successful completion of Engineer training, employee will be deemed a qualified Engineer.
- 5.2 The General Chairman will be furnished with the names and addresses of Engineer Trainees entering the training program, showing the dates they are placed in training.
- 5.3 The training program will consist of instruction in theory and work experience in all classes of service as determined by the Carrier. The Carrier will furnish all materials necessary for the training.
- 5.4 Examinations will be prepared and administered by the Carrier.
- 5.5 When Engineer Trainees are required to receive on-the-job training, they will receive such training from Engineer Instructors designated by the Carrier.
- 5.6 Engineer Instructors will conduct on-the-job training in accordance with a program of instruction developed by the Carrier.
- 5.7 While conducting on-the-job training of Engineer Trainees, Engineer Instructors remain responsible for the safe operation of their trains. Engineer Instructors will not be held responsible for broken knuckles, damaged drawbars, or rough handling when an Engineer Trainee operates the locomotive, except in cases where fault seems apparent.
- 5.8 Upon successful completion of the training program, Engineer Trainees will be certified as qualified Locomotive Engineers and will be awarded a Certificate of Completion signed by the appropriate Carrier officer.
- 5.9 If Engineer Trainees fail to pass the required final examination on the first attempt, they will be given a second opportunity not less than thirty (30) days or more than forty-five (45) days following the first attempt. In instances involving bona fide illness or injury, the time limit for the second attempt will be extended by the length of the illness or injury except as specified by section 5.11 of this Article. Engineer Trainees who fail to take any of the required examinations without a bona fide reason or who fail to pass the second attempt on the required final examination will have their engine service relationship terminated.
- 5.10 During the period between the first and second attempt to pass the required final examination, Engineer Trainees will be considered on Leave of Absence from the training program. Engineer Trainees who hold other seniority may exercise that seniority under the applicable Agreements. Engineer Trainees awaiting a final examination re-take may, at their own expense, sit in on any classroom instructions given to other Engineer Trainees.
- 5.11 Engineer Trainees who become physically disabled to the extent that they cannot complete the training program within one (1) year from the time they enter the program will have their engine service relationship terminated. This one (1) year period may be extended by mutual agreement between the Carrier and the General Chairman.



- 5.12 Engineer Trainees will be allowed compensation at 100% of the full rate of pay, for all services performed and time consumed while actively participating in all phases of the training program unless employee is currently in the progressive steps as detailed in section 4.12. To receive the full compensation, Engineer Trainees must be available for 5 days per calendar week commencing on Monday, exclusive of holidays. The prorated daily rate will be deducted for each day Engineer Trainees are not available of their own volition. Should Engineer Trainees be required to participate in the training program on a 6<sup>th</sup> or 7<sup>th</sup> day in a calendar week, they will be paid an additional days pay at the applicable daily rate for each additional day.
- 5.13 Unless otherwise provided by the Carrier, Engineer Trainees required to attend orientation or classroom training away from their home terminal, or if they are required to terminate their tour of duty away from the home terminal of that assignment will be paid meal expenses as per the agreement. For purposes of determining time at an away from home terminal, time will start when an employee goes off duty at an away from home terminal and time will end when an employee goes on duty to return to their home terminal. The Carrier will fund the cost of the lodging. Mileage will be reimbursed at rates established by the Internal Revenue Service (IRS) and will be from employees' home terminal or house, whichever distance is shortest. See Section 10 –Deadheading/Transportation for further information.
- 5.14 The training program and any intended substantial change therein shall be reviewed from time to time by the General Chairman and the Carrier. However, the Carrier will make the final determination of the content and length of the training program, the continuation of individuals in the program, and the conditions of successful completion of the program.
- 5.15 When it becomes apparent that an Engineer Trainee will not successfully complete the training program the Carrier will consult with the General Chairman for the purpose of identifying and overcoming the problem. The Carrier will, however, make the final determination as to whether or not to continue the Engineer Trainee in the program. Engineer Trainees who do not successfully complete the training program will be afforded consideration for alternate employment with the CMQ, which may be granted at the Carrier's sole discretion.

## **SECTION 6 – SENIORITY**

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

Prior rights will be designated as follows:

M = Maine Prior Rights

R = Rockland Prior Rights

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

- 6.14 An employee who leaves the service of the Carrier of his own accord shall forfeit his seniority rights and shall not be reinstated to this former position on the seniority roster.
- 6.15 Employees accepting salaried/management positions with the CMQ or any other corporate affiliate of the railroad or a full-time union position with the SMART will be considered on leave of absence and will retain and accumulate seniority. Any such employee who voluntarily or involuntarily leaves the promoted or union position must exercise seniority to a position covered by the Agreement within thirty (30) calendar days. Failure to do so will be considered a voluntary forfeiture of all seniority.

## **SECTION 7 – RETENTION OF SENIORITY**

- 7.1 Employees who accept official positions with the Carrier will retain and accumulate seniority rights with a one-time roll back provided they give two-weeks' notice of their intent to revert, are in good standing with the union and pay a maintenance fee equivalent to the regular monthly dues while employed as a carrier official. Employees with craft seniority working as a carrier official upon signing this agreement will begin to pay the maintenance fee equal to the regular monthly dues or forfeit their craft seniority.
- 7.2 Seniority will continue to accumulate while on approved leave of absence.
- 7.3 Agreement employees who are terminated as a manager will not be issued discipline as an agreement employee without the benefit of a fair and impartial investigation, subject to the provisions of Section 25 - Discipline of this agreement.
- 7.4 Dues paying members will only be on the seniority roster of their craft(s).

## **SECTION 8 – CALLING PROCEDURES**

### **FILLING OF VACANCIES**

- 8.1 Permanent vacancies shall be defined as any newly established assignment, or any job that becomes vacant due to retirement, death, dismissal, reassignment, injury, or an employee assuming another permanent vacancy. Permanent vacancies will be subject to standing bid process as soon as practicable but no later than 72 hours following the carrier's knowledge of a permanent vacancy.
- 8.2 Temporary vacancies shall be defined as those resulting from the regular assigned employee marking off for any reason, vacation, HOS rest, or unavailable due to being used on another assignment.
- 8.3 Known temporary vacancies will be filled by the extra board. However, extra board employees may request a hold down for the position under "CALLING CREWS" until it is concluded or awarded the next bid cycle. Hold downs will be awarded to extra board employees in seniority order. Extra board employees exercising this option will assume the rest days of the assignment they are holding down by request.
- 8.4 The carrier has the option to temporarily annul or change the start time of an assignment without advertisement. In such cases, the company may require the employee to report up to three hours before or three hours after the assigned starting time. In the event the annulment or change is caused by business conditions, track problems, derailment or engine availability/problems of which the carrier had sufficient advance notice, the carrier will provide affected employees with at least two (2) hours'

notice. In all cases, the company will make reasonable efforts to notify employees of any temporary annulments or changed starting times. When advancing the start time of an assignment a regularly assigned employee will not be reprimanded if he is unable to be contacted.

- 8.5 The carrier may abolish an assignment or change its day(s) off, in such event the regular assigned employees involved will be given no less than 24 hours advance notice thereof.

NOTE: No advance notice will be required under emergency conditions.

- 8.6 Employees who do not receive 2 hours advance notice that a job has been abolished or annulled and as a result report to work, will receive a minimum of four hours pay or actual hours worked if greater than 4 hours.

- 8.7 The Carrier will endeavor to provide enough extra employees to allow for vacations, illness and reasonable personal layoffs. Employees will be granted permission to lay off subject to the needs of the service and with the concurrence of an immediate supervisor. Employees who lay off other than illness will be automatically marked up at the expiration of a 24 hour period unless permission has been granted to extend the layoff for an additional period of time. Except in cases of emergency, employees must secure permission to lay off as early as possible or at least six (6) hours prior to their scheduled on duty time or call time for an extra assignment when possible.

### **FILLING OF ASSIGNMENTS**

- 8.8 Standing bids- the carrier will advertise each assignment on the system to include regular and extra board positions and every active employee on the seniority roster will maintain a standing seniority preference list on file with CMQ management, either by paper or electronic means as determined by mutual consent of the parties, showing in preferential order each assignment the employee is qualified/certified to operate.

The advertisement of each assignment will include:

- Assignment or job number
- On-duty point for start of assignment
- Starting time
- Day(s) off
- Days of assignment
- Closing time of bulletin
- Officer and location where bids are to be received
- Date assignment to take effect
- Description of assignment

- 8.9 The Carrier will post all assignments to be filled on the award day no later than 7 days prior thereto, with the advertisements showing location, start times, rest days, and each craft, to include craft qualification requirements.

- 8.10 Employees must show all assignments in preferential order which they are eligible to hold within the entire seniority district on their Seniority preference list no later than 4 days prior to award day.

- 8.11 Assignments will be awarded in seniority order by the preference so listed on each employee's seniority preference list.
- 8.12 Seniority preference awards will be posted no later than 48 hours prior to day one of the new period. Changes to the awards within 48 hours of the award period are permissible as conditions may unexpectedly change, but all parties effected must be contacted as soon as practicable. Employees will not be reprimanded for last minute changes when not contacted properly.
- 8.13 An employee shall be allowed to exercise seniority from one assignment to another via their preference list under the following conditions:
- On the first day of every quarterly bid period, beginning with implementation of this standing bid process.  
(Quarterly = 4 times per year)
  - When displaced by a senior employee.
  - When a position is abolished.
  - When the Carrier makes a permanent change in the starting time of an assignment by more than two (2) hours on three (3) consecutive days of work or changes the on duty location of the assignment by more than 30 miles from original bulletin.
  - When the Carrier makes permanent changes to the rest days of an assignment.

### **EXTRA BOARDS**

- 8.14 The Carrier will establish extra boards as it deems necessary and may increase, decrease or abolish such boards from time to time as it deems appropriate. Employees will be called from such extra boards on a first-in, first-out basis.
- 8.15 Extra board employees will be called for service not less than two (2) hours before on duty time, unless emergency or unforeseen conditions warrant otherwise. If an employee cannot accept a short call, then the next employee who stands to be called may be called without penalty. An employee who in such circumstances is unable to report timely will not lose the standing on the extra board. Employees will be responsible for maintaining a telephone and for providing Carrier with telephone number where they can be called for service. Extra board employees will be allowed thirty (30) minutes to respond to a call before being considered a missed call. Subsequent employees called will have their two-hour call time reduced by time spent in waiting for the other employee(s) to respond.
- 8.16 Extra board employees will be on call twenty-four (24) hours per day, except when observing rest day per Section D. below. An extra board employee who requests and is granted authority to lay off, misses a call, lays off on call or is otherwise unavailable for call will lose eight (8) hours of their guarantee for each twenty-four (24) period. All authorized layoffs other than illness are subject to automatic mark-up at the conclusion of the time authorized.

NOTE: Lay-offs will be for no less than an eight (8) hour period.

- 8.17 Employees assigned to the extra board shall be granted one designated off day per week. The designated off day for each extra board position shall be specified by bulletin, and bid on the basis of seniority. Once the last job for the day is filled the employee will be considered on rest day and not subject to call until 0500 hours the morning following the rest day, unless previously notified. Other administrative details regarding administration of this paragraph (such as establishment of a process

for employees who may wish to work on their designated off day) will be handled between the General Manager, the General Chairman and local representative of the Organization.

- 8.18 Employees will mark up on the extra board based on their tie-up time (first tied up, first on board). In the event two or more individuals tie up at the same time, they will be placed on the board among themselves in order of the previous on duty times.
- 8.19 An extra board employee sent to an outlying assignment over 50 miles from the extra board location to secure rest prior to an assignment, or for a vacancy of two or more days, may elect to take lodging at company's expense. When taking lodging for rest periods (four or more hours), the employee will be provided suitable lodging and a per diem allowance for meals. The employee will receive travel time and mileage allowance for the first trip to and last trip from the outlying assignment.
- 8.20 The Carrier is allowed to run around an extra board employee, without penalty to the Carrier, that is going into their assigned day off (ADO) and are not required to work into the ADO. (To be utilized when sufficient manpower is available.) If the extra board employee wishes to work into his rest day and then observe it for 24 hours following tie up he may do so by notifying the Carrier in advance.

### **CALLING OF CREWS**

- 8.21 Temporary vacancies will be filled on a daily basis in the following order:
  - a) The extra board at the terminal where the vacancy exists.
  - b) The extra board at the nearest adjacent terminal.
  - c) Qualified employees in seniority order.
- 8.22 Employees on regularly assigned runs when not used or called through no fault of their own will be paid not less than the earnings made by the men who fill their assignment. A regular assigned employee waiting for his assigned run as a result of having not worked may be marked on the extra list and used for such service as will permit his being available for his regular turn when it arrives.

### **AVAILABILITY**

- 8.23 Employees must provide themselves with a telephone or cell phone equipped with voice mail or answering machine.
- 8.24 Employees must advise the CMQ whether they will be using a telephone, cell phone or both to receive calls.
- 8.25 Toll-free telephone numbers(s) will be available to Employees for the conduct of CMQ business.
- 8.26 A designated CMQ Official or representative will be available 24 hours a day to permit reasonable mark offs.

## **SECTION 9 – FURLOUGH/RECALL FROM FURLOUGH**

- 9.1 Employees unable to exercise seniority will be considered furloughed upon notification by the Carrier.
- 9.2 In the event of planned reduction in manpower, voluntary furloughs will be allowed in seniority order and subject to recall consistent with service needs.
- 9.3 Furloughed Employees will retain their relative positions on the Seniority Roster for up to 24 months.
- 9.4 Furloughed Employees will advise the Carrier Official in charge of the CMQ in writing of any change in mailing address and/or telephone number.
- 9.5 Employees will be recalled from furlough in seniority order. Recall will be by telephone and confirmed by letter sent Certified Mail, Return Receipt Requested.
- 9.6 Except as specified below, Employees recalled from furlough must report for duty within fifteen (15) days after being notified by telephone.
- 9.7 Furloughed Employees who may be working in another craft on CMQ must respond to recall immediately.
- 9.8 Employees who cannot be recalled from furlough due to failure to comply with section 9.4 or who are recalled and failure to comply with sections 9.5 and 9.6 will forfeit their seniority.
- 9.9 The fifteen (15) days referred to in this Article may be extended due to circumstances beyond the control of the Employee.

## **SECTION 10 – DEADHEAD/TRANSPORTATION**

- 10.1 Payment for Deadheading/Transportation vehicle miles will be paid for at the mileage rate established by the Internal Revenue Service (IRS) and will be from the employee's home terminal or house, whichever distance is shortest.
- 10.2 When the distance between the place of rest and the on and/or off duty point is 1/4 mile or more, measured via the shortest highway route, or when on-duty conditions require that Employees be transported, transportation will be by Carrier-provided means.
- 10.3 The use of personal autos for transportation will be optional.

NOTE:

(a) "**Transportation**" means the movement of Employees by Carrier-provided means or personal auto while on-duty.

(b) "**Deadhead**" means the movement of Employees to and/or from their designated reporting points to other locations prior and subsequent to on/off duty times.

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

- 11.1 Employees engaged in Train Service are expected to bring their meal (lunch) with them to work or to their assignment and should arrange to eat whenever convenient and without delay to their assignment. Meal periods should be coordinated with an employee's supervisor so that they are taken at a time that will not interfere or delay operations.
- 11.2 Employees required to terminate their tour of duty away from their home terminal will be paid a meal allowance of \$18.00 for the first 16 hour period that they are at their away from home terminal and then \$9.00 for each subsequent 8 hour period that they are at their away from home terminal. For purposes of determining time at an away from home terminal, time starts when an employee goes off duty at an away from home terminal and time ends when an employee goes on duty to return to their home terminal.
- 11.3 The Company will provide suitable lodging and will be responsible for the payment of room and taxes. To be considered "suitable," at a minimum, the lodging accommodation shall be:
- a) Reputable and clean with adequate lighting;
  - b) Single occupancy rooms with comfortable beds with innerspring or comparable mattresses, pillows, private lavatory and bath facilities with hot and cold running water, a chair, writing table, nightstand including a lamp and with a television in the room.
  - c) Blankets, clean linen (sheets and pillow cases), soap and towels will be supplied each occupant; rooms will be cleaned and bed linen changed after each occupancy by personnel other than the occupant.
  - d) Rooms will be cooled or heated when climatic conditions normally require such cooling or heating.
- 11.4 When selecting regular accommodation providers the Company will consider the proximity of restaurant facilities that are open on a 24 four hour basis. The Company Official will consult with the respective Local Chairperson of SMART-TD regarding changes to regular accommodation providers. In the event the parties are unable to agree to any proposed accommodation changes, or the suitability of current accommodations, the matter will be forwarded to the General Manager and the General Chairperson for resolution.
- 11.5 Except as provided for herein, when a T&E Employee is tied up at other than his home terminal, upon the expiration of sixteen (16) hours away from home, the individual shall be considered on pay until called for duty, except that such time shall not be counted towards hours of service, or overtime. Should an Employee be called for service or ordered to deadhead after such pay begins, the held away from home terminal pay ceases at the time the service or deadhead commences.
- 11.6 This provision shall not apply to regular assignments at outlying points or to Employees temporarily transferred or assigned to a new home terminal while at the new home terminal. Extra Board employees called to fill an assignment, for a duration of more than one day and who are required to remain at an outlying point, will be afforded a meal allowance(s) and lodging.



## **SECTION 12 – LOCOMOTIVE CONDITIONS/TERMINAL FACILITIES**

12.1 Locomotives released for service will be prepared for service as follows:

- a) Working heaters
- b) Proper weather stripping (seasonal)
- c) Sufficient crew packs
- d) Cleaned toilets (for units equipped with toilets)
- e) Adjustable seats with cushions, backrests
- f) Supplied with fuel, sand, water, and all necessary supplies
- g) Clean cab windows and interior

12.2 Employees will not be required to leave their originating terminal if:

- a) There are insufficient seats on the locomotive consist
- b) There is insufficient heat (as defined by the FRA) on the locomotive(s) where the crew is required to ride
- c) The lead locomotive is without a toilet
- d) Bottled water is available at the station/terminal (it is the crews responsibility to bring onto the locomotive with them)
- e) This section 12.2 will be invoked only in good faith and where a reasonable person would conclude that the Carrier is in substantial noncompliance. Employees will notify the Carrier-designated representative at the earliest possible time of any existing or potential insufficiencies which may lead to invocation of this section.

12.3 Terminals will have facilities where Employees may be protected from the elements which will regularly be cleaned and equipped as follows:

- a) Lights inside the building
- b) Heat
- c) Toilet (indoor flush type with heat and lights)
- d) Hot and cold running water, soap and paper towels
- e) Crew packs
- f) Drinking water (bottled water)
- g) Phone
- h) Sufficient chairs
- i) Table
- j) Sufficient Lockers will be maintained at all reporting terminals

## **SECTION 13 – USE OF COMMUNICATIONS SYSTEMS**

13.1 Portable radios carried by ground employees in train service will be equipped with a suitable holder which will firmly hold the radio close to the body.

13.2 Employees will not be held responsible for accidents caused by failure of radio or equipment to properly function. This does not excuse employees from complying with operating rules or bulletins.

- 13.3 Radios (including fixed control stand and portable) will be made available for use by all members of train crews.
- 13.4 As communication and computer technology advances the Carrier will require employees to use and utilize such technology. Carrier will train employees to use technology at Carriers expense.

## **SECTION 14 - VACATION**

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

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

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

## **SECTION 15 – VACATION SCHEDULE**

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

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

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

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

### Example

- Hired 5/10
- 5/10 - 12/31 = 7 full months service

- 1/2 day vacation x 7 months = 3.5 days' vacation
- Eligible for 3.5 days in the year of hire

15.3 If an employee does not work a full twelve (12) months during any vacation year, due to illness, leave of absence, resignation, death, retirement or termination, a pro-rated vacation eligibility amount will be determined on the basis of the number of months worked in accordance with the provisions of sections 15.11 – 15.13 of this agreement.

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

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

### **PROCEDURE FOR SCHEDULING**

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

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

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

15.8 The vacation selection process will begin on December 1<sup>st</sup> and will expire at the end of seven (7) days. Following the expiration the designated company officer and the Union representative will cooperate in the assigning of vacations. If an employee does not submit his vacation request by December 8<sup>th</sup>, his vacation will not be assigned until after the employees -- who submitted a request on time -- vacations are assigned. Vacations will be scheduled throughout the calendar year and will be selected in seniority order. Unless approved by the appropriate Company Officer, no more than one (1) Qualified Engineer may be on vacation at any time.

15.9 Employees bidding on vacation periods will state their preferences in numerical order. Employees must use vacation in week long increments but may use up to five (5) days of annual vacation on a single day basis. Unless otherwise agreed to by the management, these single day vacation days must be scheduled at least five (5) days in advance, and are subject to the needs of the service.

15.10 All employees, who submit a vacation request, will be assigned up to a maximum of two weeks of vacation based upon their submitted request before any employee is assigned additional vacation. Employees eligible to more than two weeks of vacation will only be allowed to schedule one week at a

time on the second, third, and etc., seniority turns.

- 15.11 Employees not having bid or not being successful bidders will be assigned as mutually agreed to between designated company officer and the Union representative. Final vacation schedule will be posted on company bulletin boards no later than December 31 of each year showing the vacation periods assigned to Employees.
- 15.12 All vacation periods will begin on Monday and end on Sunday, except that employees with rest day or days other than Saturday and or Sunday may start vacation periods to coincide with rest days.
- 15.13 Employees off on long term illness may request payment for vacation earned at any time during his absence.

### **SICK DAYS**

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

### **HOLIDAYS**

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

### **LEAVES OF ABSENCE**

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

#### **Example:**

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

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

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

## **LAYOFF**

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

### Example:

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

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

## **RESIGNATION - TERMINATION**

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

### Example:

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

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

## **SECTION 16 – UNION MARK OFF**

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

## **SECTION 17 – HOLIDAYS**

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

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

- 17.2 To be eligible for holiday pay, employees must have completed thirty (30) days of employment and either work or be available for work on the last work day before and the first workday after the holiday. If scheduled to work the holiday, employees must protect their assignments in order to be eligible for holiday pay.
- 17.3 If a holiday falls on the employee’s rest day, the employee will be paid for the holiday.
- 17.4 Employees working on a holiday will be compensated with holiday pay and overtime.
- 17.5 Employees on Spare List Assignments will be eligible for the holiday pay provided for in Section 17.2 of this Article if they work or are available for work on the day before, the day of, and the day following the holiday. Employees on Spare List Assignments who work on a holiday will be paid for their service in accordance with the provisions of Section 17.4 of this Article.
- 17.6 Eligibility for holiday pay as described in Sections 17.4 and 17.5 will be determined by the date that Employees are scheduled to work and will not be affected by set-backs or temporary changes in assignments.

## **SECTION 18 – BENEFITS**

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

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

- 18.2 Employee contribution for the health & welfare plan is based on family or individual coverage and may be reduced by participation in the Company Wellness plan.
- 18.3 Employees must meet the qualifying criteria described in the plans before they become eligible to

receive benefits.

- 18.4 Employees should refer to the plan documents for exact details of their insurance benefits.
- 18.5 Unless pre-empted by the Family Medical Leave Act (FMLA), an employee on leave of absence for medical reasons, in excess of ten (10) working days, will be covered on the CMQ Employee Health Plan (Medical/Dental) for up to a maximum period of six months from date the leave begins.

## **SECTION 19 – 401(K) RETIREMENT PLAN**

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

## **SECTION 20 – JURY DUTY**

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

## **SECTION 21 – HEALTH & SAFETY & COMPANY BUSINESS**

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

## **SECTION 22 – LEAVES OF ABSENCE**

- 22.1 BEREAVEMENT LEAVE: In the event of the death of an employee's immediate family member (spouse, children, stepchildren, mother, father, mother-in-law or father-in-law, brother, sister, grandparents, grandchildren) the Company will provide leave, with pay, for a period of up to three (3) consecutively scheduled workdays, to include the day of the funeral. Rest days are excluded in the calculation of the 3 workdays. The employee shall receive pay for any scheduled hours of work for which he/she is excused, provided that the employee would have been scheduled to work during such hours. You may be required to provide evidence of a death or your relationship to the deceased before any leave time is paid.
- 22.2 MILITARY RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE: Regular full-time employees who serve in the U.S. Armed Forces or National Guard may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. Employees are expected to notify their supervisor as soon as they are aware of the dates they will be on duty so that arrangements can be made for replacement during this absence.

## **SECTION 23 – RETURN TO WORK CLEARANCE**

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

## **SECTION 24 – REPORTING OF WORKPLACE INJURIES AND ILLNESS**

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

## **SECTION 25 – DISCIPLINE**

- 25.1 No Train and Engine service Employee will be disciplined without a fair and impartial hearing unless the Carrier offers a right to waive investigation, as provided in section 25.5 and said waiver is accepted by the employee.



- 25.2 The notice of hearing will be mailed (Certified Mail, Return Receipt Requested or via FedEx) or hand-delivered to the employee within fifteen (15) days of the Carrier's first knowledge of the act or occurrence. The Carrier shall provide the Local Chairman with a copy of the notice of hearing. The notice of hearing will contain information sufficient to apprise the Employee of the precise act or occurrence to be investigated. Such information will include date, time, location, assignment, and occupation of the employee at the time of the incident. The notice of hearing will also include a list of all necessary material witnesses to be called.
- 25.3 The hearing will be scheduled to take place within fifteen (15) days of the Carrier's first knowledge of the act or occurrence. The hearing may be postponed by either party due to sickness, injury or vacation of principals or witnesses. It may also be postponed due to unavailability of Chosen Representative, Charging Manager or Hearing Officer, except for situation covered by Section 25.3. The hearing may be postponed for any reasons by mutual consent of the parties. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day.
- 25.4 Hearings will be held at the home terminal of the Employee. An Employee required to attend a hearing at a location other than at his/her home terminal will be allowed personal auto expense as outlined in Section 3.7 of this Agreement.
- 25.5 The Carrier may offer a charged employee the right to waive the investigation and accept responsibility for the charges. Such offer of waiver, if accepted by the Employee will be in writing and signed by both the Carrier and the employee. Prior to signing, the employee will be given the opportunity to allow review of said waiver by his/her Local Chairman. The waiver will contain the specific amount of discipline and conditions that will be assessed as a result of the employee waiving his/her rights to an investigation. If said waiver is declined by the employee the conditions of same shall not be used in any other forum by either party.
- 25.6 Employees may not be suspended pending a hearing except when the act or occurrence to be investigated is of a serious nature including: Rule G, insubordination, extreme negligence or dishonesty. Employees' suspended while on duty will be transported to their home terminal.
- 25.7 The Employee may request that the Carrier provide witnesses not listed on the notice of hearing and will have the opportunity to secure the presence of witnesses in his/her own behalf. The Employee will have the right to be represented by a representative of his/her own choosing and he/she and his/her representative will have the right to question all witnesses. The Employee and his/her representative will be provided with an accurate copy of the hearing transcript within fifteen (15) days of the completion of the hearing if discipline will be assessed.
- 25.8 The Employee must be notified within fifteen (15) days of the completion of the hearing if discipline will be assessed. The types of discipline, which may be assessed, are reprimand, deferred suspension, relevant training, actual suspension, and dismissal. The types of discipline may be assessed individually or in combination. The Employee may be required to serve deferred suspension only if he/she commits another offense for which discipline is imposed within the twelve (12) months of the first offense. Training which is required as part of discipline will be held at the home terminal or at a mutually agreed upon location of the affected employees assignment at time of discipline. If the Employee is required to travel to attend discipline training, he/she will be allowed Personal Auto Expense as outlined in

Section 3.7 of this Agreement.

- 25.9 If the finding of the hearing is that the Employee is not at fault, he/she will be so notified and he/she will be compensated for the actual wages lost, if any. If no wages are lost the Employee will be compensated for the actual time spent with a minimum of four (4) hours. In addition, the Employee will be paid Dead Heading for travel from home terminal to location of hearing and return.
- 25.10 If the finding of the hearing is that the Employee is at fault, appeal of discipline assessed must be made within sixty (60) days of the date of the discipline notice. Such appeal must be made in writing by the Local Chairman or his designated representative to the Carrier's highest designated appeals officer. Conference must be scheduled within fifteen (15) days of receipt of appeal. Written response to the appeal will be issued within thirty (30) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the Employee, he/she will be paid in accordance with section 25.9 of this Section. If the appeal is denied, the decision of the Designated Company Official will be final and binding unless within six (6) months of such final denial the claim is disposed of on the property or proceedings for final disposition of the claim under the Railway Labor Act are instituted by the Employee or the duly accredited representative.
- 25.11 Forgiveness Rule: When an employee has been issued discipline which includes deferred time held in abeyance, the Carrier will reduce the amount of deferred time for each month that the employee works incident free (example: no rule violations, no injuries, no documented operational test exceptions) one day will be deducted from the days held in abeyance.
- 25.12 The time limits at any stage of handling may be extended by written agreement between the Carrier and SMART. When the U.S. Mail is used, the US Postal Service postmark will govern in determining compliance with the various time limits.
- 25.13 If the Carrier's discipline decision is modified or overturned at any stage of handling resulting in a payment to the Employee, the Carrier will forward modified BA-6 data to the Railroad Retirement Board to assure that BA-6 credits are awarded to the Employee for all time withheld from service in connection with the Carrier's discipline decision pursuant to the provisions of Section 25 of this Agreement.
- 25.14 Disputes arising from the application of paragraph 25.13 of this Section will be resolved by:
- (a) Seeking an Interpretation of the applicable award
  - Or
  - (b) For cases resolved locally before reaching arbitration, pursuant to the provisions of Section 27 of this Agreement.

## **SECTION 26 – CLAIMS/GRIEVANCES NOT INVOLVING DISCIPLINE**

- 26.1 All claims/grievances must be filed within fifteen (15) days from the date of the occurrence on which the claim/grievance is based.
- 26.2 Sufficient available information will be provided to identify the basis of the claim/grievance, such as:
- a) Name, Occupation, Employee ID Number
  - b) Train symbol or job number

- c) Engine number(s)
  - d) On and off duty times
  - e) Nature of the service rendered or of the action/lack of action alleged to be improper upon which the claim/grievance is based.
  - f) Date, time, location, and involved Carrier officer relevant to the claim/grievance, if known.  
Applicable Agreement Rule, if known, and reason(s) supporting claim/grievance.  
Remedy sought
- 26.3 To file a claim/grievance, the Employee or his duly accredited representative will provide the applicable, necessary, and available information specified in section 26.2 to the designated official, consistent with the time limits of section 26.1.
- 26.4 When a claim/grievance is not allowed or when payment of a claim is less than the full amount claimed, the Employee who filed the claim will be so informed of the reason in writing within thirty (30) days from the receipt of the claim. If such notification is not made, the claim/grievance will be allowed as filed, but such allowance will not validate the merits of the claim or any similar claim nor will such allowance establish any precedent.
- 26.5 All claim/grievances which are denied in whole or in part within the proper time limit may be appealed within sixty (60) days from the postmark date of denial by the duly accredited representative to the Designated Company Official. Within thirty (30) days from the receipt of such appeal a date, time, and place for conference will be set. Decision on appeal will be made at the conference or within thirty (30) days thereafter.
- 26.6 The decision of the Designated Company Official will be final and binding unless within six (6) months of such final denial the claim is disposed of on the property or proceedings for final disposition of the claim Under the Railway Labor Act are instituted by the duly accredited representative.
- 26.7 The time limits at any stage of handling may be extended by written agreement between the Carrier and SMART. When the U.S. Mail is used, the US Postal Service postmark will govern in determining compliance with the various time limits.

## **SECTION 27 – ATTENDING COURT, INQUESTS, INVESTIGATIONS**

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

## **SECTION 28 – BULLETIN BOARDS**

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

## **SECTION 29 – PHYSICAL CONDITION**

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

## **SECTION 30 – REPRESENTATION**

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

**SECTION 31 – MORATORIUM**

- 31.1 This Agreement will remain in effect through December 31, 2023, and therefore until changed or modified in accordance with the provisions of the Railway Labor Act.
- 31.2 No party to this Agreement will serve notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of this Agreement prior to October 1, 2023, to be effective January 1, 2024.
- 31.3 All proposal in pending notices served by the Organization and the Carrier are hereby withdrawn.
- 31.4 This Article will not bar the Carrier or the Organization from agreeing upon any subject of mutual interest.
- 31.5 This agreement between the parties dated May 5, 2022, and constitutes the whole agreement.

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

For the:

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



Myron Becker  
Chief Labor Officer

SMART Transportation Division



Richard D. Lee  
General Chairperson



David Pezzaniti  
Director Labor Relations

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

| <b>Brownville Junction, Maine</b> |                           |                        |                         |                       |
|-----------------------------------|---------------------------|------------------------|-------------------------|-----------------------|
| <b>Employee First Name</b>        | <b>Employee Last Name</b> | <b>Employee Number</b> | <b>Seniority Number</b> | <b>Seniority Date</b> |
| Arthur                            | Woodard                   | 1015230                | 1                       | 9-Jan-2003            |
| Dana                              | Martin                    | 1015200                | 2                       | 9-Jan-2003            |
| Anthony                           | Goodine                   | 1015176                | 3                       | 21-Feb-2014           |
| Brent                             | Bailey                    | 1015150                | 4                       | 12-Mar-2014           |
| Paul                              | Budge                     | 1015233                | 5                       | 16-May-2014           |
| Steven                            | Barker                    | 1015151                | 6                       | 16-May-2014           |
| Luke                              | Noke                      | 1015210                | 7                       | 13-Jul-2015           |
| James                             | Copeland                  | 1015166                | 11                      | 11-Jul-2016           |
| Brian                             | Shannon                   | 1015222                | 12                      | 20-Feb-2017           |
| Jeremy                            | Hempeler                  | 1015183                | 13                      | 26-Feb-2018           |
| Thomas                            | Coulombe                  | 1015234                | 14                      | 9-Mar-2020            |
| Matthew                           | Sawyer                    | 1015235                | 15                      | 9-Mar-2020            |
| David                             | White                     | 1008296                | 16                      | 30-Dec-2020           |
| Craig                             | Mealie                    | 1020180                | 17                      | 24-May-2021           |
| Daniel                            | Goll                      | 1020640                | 18                      | 14-Jun-2021           |
| Collin                            | Soucy                     | 1039022                | 19                      | 5-May-2022            |
| Ethan                             | Doyle                     | 1039025                | 20                      | 5-May-2022            |
| Amelia                            | Murphy                    | 1039026                | 21                      | 5-May-2022            |
| Cody                              | Kranendonk                | 1041836                | 22                      | 16-May-2022           |

| <b>Rockland, Maine</b>     |                           |                        |                         |                       |
|----------------------------|---------------------------|------------------------|-------------------------|-----------------------|
| <b>Employee First Name</b> | <b>Employee Last Name</b> | <b>Employee Number</b> | <b>Seniority Number</b> | <b>Seniority Date</b> |
| Michael                    | Moore                     | 1015203                | 8                       | 7-Dec-2015            |
| Andrew                     | Blanchard                 | 1015158                | 9                       | 7-Dec-2015            |
| Joshua                     | Sack                      | 1015220                | 10                      | 7-Dec-2015            |

| <b>Newport, Vermont</b>    |                           |                        |                         |                       |
|----------------------------|---------------------------|------------------------|-------------------------|-----------------------|
| <b>Employee First Name</b> | <b>Employee Last Name</b> | <b>Employee Number</b> | <b>Seniority Number</b> | <b>Seniority Date</b> |
|                            |                           |                        |                         |                       |
|                            |                           |                        |                         |                       |

**APPENDIX B**

**UNION DUES**

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

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

(print)

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

HOME ADDRESS:

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

TO: ADMINISTRATOR MANAGER: Central Maine & Quebec Railway

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

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

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

**SIDE LETTER #1**

SIDE LETTER # 1

August 12, 2016

Mr. Jeremy Ferguson  
Vice-President, SMART-TD

RE: H&W Monthly Employee Contributions

Dear Mr. Ferguson,

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

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

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

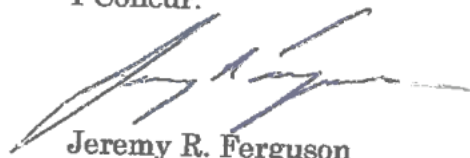
I trust the foregoing reflects our discussions on this matter.

Yours truly,



Ryan Ratledge  
COO CMQ Railway

I Concur:



Jeremy R. Ferguson  
Vice-President, SMART-TD



**SIDE LETTER #2**

**Retroactivity and Eligibility**

May 5, 2022

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

Dear Sir,

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

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

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

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

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

Yours Truly,



Myron Becker  
Chief Labor Officer

For SMART TD,



Richard D. Lee  
General Chairman

**SIDE LETTER #3**

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

May 5, 2022

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

Dear Sir,

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

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

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

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

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

This option will be triggered based on criteria outlined below:

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

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

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

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

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

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

Yours Truly,

For SMART TD,



Myron Becker  
Chief Labor Officer

Richard D. Lee  
General Chairman

**SIDE LETTER #4**

**Option to Extend**

May 5, 2022

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

Dear Sir,

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

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

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

Sincerely,



Myron Becker  
Chief Labor Officer

For SMART TD,



Richard D. Lee  
General Chairman