

MEMORANDUM OF SETTLEMENT

Dated

October 24, 2025

Between

CANADIAN NATIONAL RAILWAY

And

TEAMSTERS CANADA RAIL CONFERENCE/
RAIL CANADA TRAFFIC CONTROLLERS

COLLECTIVE AGREEMENT 7.1

Rates of Pay effective as Indicated

Other changes effective the 1st of the month following ratification, or as otherwise indicated

The Company reserves the right to add to, revise, modify, substitute, amend or withdraw any of the following, at its sole discretion. Any settlement or agreement reached on any item or items is conditional upon the conclusion of a global, total and comprehensive memorandum of settlement, which has been ratified. The Company reserves the right to withdraw its agreement on any item or items, without prejudice, until such time as a final agreement is ratified. All offers should be considered as perishable and are subject to be withdrawn at the Company's discretion, upon advance notice to the Union.

The Parties acknowledge that only those Articles, Appendices and/or Addenda expressly identified as being modified will be changed unless there is written consent of the Parties. Terms and conditions of the collective agreements to be revised as follows:

1. Term of Contract

The duration of the Collective Agreement shall be for a period of three (3) years commencing January 1, 2026, and expiring December 31, 2028.

2. Signing Bonus

A lump sum payment of \$1000 will apply to all employees who are active at the time of ratification. As a reminder lump sums are non-pensionable.

3. Wages

Effective January 1, 2026, a wage increase of 3% on all basic hourly, daily and weekly rates of pay.

Effective January 1, 2027, a wage increase of 3% on all basic hourly, daily and weekly rates.

Effective January 1, 2028, a wage increase of 3% on all basic hourly, daily and weekly rates

4. Benefits

Dental annual maximum: Essential \$2025.00, Comfort \$2525.00, Superior \$3025.00

Massage/Osteopath/Naturopath: Essential \$175.00, Comfort \$325.00, Superior \$525.00

Hearing Aids: Essential \$350.00, Comfort \$550.00, Superior \$800.00

Vision (glasses and contact lenses): Essential \$300.00, Comfort \$350.00, Superior \$400.00

Life Insurance: \$71,000.00

5. Amend Article 2.3: Dignity and Respect

Amend Article 2.3 as follows: (reflected in Union proposal 12b dated June 18, 2025)

Employment Equity

2.3 As a matter of principle and in compliance with the Employment Equity Act, the Company and the Union are fully committed to achieving equality in the workplace so that no person shall be denied employment opportunities or benefits based on any of the prohibited grounds of discrimination. Employment

Equity means treating people the same way despite their differences, and respecting their differences to allow them to participate equally. **Furthermore, the Company and the Union affirm their joint commitment to ensuring that all employees are treated with dignity, fairness, and respect. This means conducting all practices, procedures, and interactions professionally and with due consideration for confidentiality and privacy.**

6. Article 6.14 is amended as follows:

6.14 RTC's will receive Level 1 rate of pay and in addition, **2 hours** pay at straight time for each day working (as authorized and approved by the Company) as a trainer for new hires. This training rate is only applicable when training new employees and employees working during their probationary period.

7. Article 6.16 is amended as follows:

RTCs, prior to assuming duty on a position for which their familiarity with the work is doubtful, will be allowed sufficient time, as determined by the Manager RTCC, to become familiar with the duties of the position. RTC's to whom another RTC is assigned for familiarization will receive, in addition to regular wages, **1 hour pay per shift.**

8. Rewrite Article 9: Grievance Procedure

Rewrite of Article 9 as follows: (reflected in Union proposal 9b dated June 18, 2025)

Grievances

9.1 General Grievance Procedure

A grievance concerning the interpretation or alleged violation of this Agreement, including monetary claims or allegations of unjust treatment, shall be processed as follows:

9.2 Step 1

Within twenty-eight (28) calendar days from the cause of grievance—or from the date the employee is advised of discipline, where applicable—the Local Chairperson may submit a written grievance to the appropriate Company Officer. The grievance shall identify the nature of the complaint and reference the applicable Article(s) of the Agreement. A written decision shall be provided within twenty-eight (28) calendar days of receipt.

9.3 Step 2

a) Grievances advanced to Step 2 must be submitted by the General Chairperson or designate **to the appropriate Company representative** within

sixty (60) calendar days of the Step 1 decision. ~~Grievances submitted at Step 2 shall be reviewed by the appropriate Company representative.~~ **The appeal shall be accompanied by the Union's contention and all relevant information concerning the grievance.**

b) An appeal against discharge, suspension, or demerit marks in excess of thirty (30) and restrictions may be initiated at Step 2 of the grievance procedure **within twenty-eight (28) days from the date the employee is advised of discipline.**

9.4 Where **the General Chairperson or designate and the Company representative agree a discussion is** necessary, a Joint Conference will be convened ~~between the Union and the Company~~ to review outstanding grievances. The Union shall provide a list of discussion items in advance. ~~Grievances placed on this list shall be considered to be at Step 2. The next and final step in the process shall be arbitration as per Article 10.~~ **The Company representative shall provide a written response within thirty (30) calendar days of the Joint Conference. For grievances where it is agreed a Joint Conference discussion is not necessary, the Company representative shall provide a written response with sixty (60) days of the Step 2 appeal.**

9.5 The settlement of a grievance shall not **under any circumstances** involve retroactive pay ~~for more than~~ **beyond a period of** ninety (90) days prior to the date it was submitted at Step 1.

9.6 Any grievance not progressed by the Union within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision respecting a written claim for unpaid wages is not rendered by the appropriate Company Officer within the prescribed time limits, the claim shall be paid. This shall not constitute an interpretation of the Agreement.

9.7 The time limits in this Article may be extended by twenty-eight (28) calendar days upon request by either party, or by mutual agreement for a longer period.

9. Article 12: Overtime and Calls

Amend Article 12 as follows: (reflected in Union proposal 5a and 6a dated June 19, 2025)

Overtime and Calls

12.1 Employees desiring to work overtime must indicate so and specify which desks and shifts they are available for. Such employees will be called for overtime work at overtime rate. Employees may remove or modify their request to the staff RTC.

When overtime is required, it may be performed in the following manner:

- a. By a qualified Permanent Unassigned Board employee who does not have 40 hours of work in that week at regular rate.
- b. An RTC familiarizing may be utilized in conjunction with any corresponding moves and/or drafting of other RTCs necessary to facilitate coverage.**
- c. The following will apply at all RTCs when calling RTC's on a rotational basis who have indicated their availability to protect the operation on an overtime basis:
 - 1. Employees will be called first-in first-out;
 - 2. The employee whose name is first out on the overtime list will be called for the first available overtime vacancy, for which they are qualified and familiar;
 - 3. If the employee is called for overtime and does not answer their phone, a voicemail will be left stating the desk, shift, and a callback number (It is the responsibility of the RTC to ensure that their voicemail is capable to receive messages).
 - 3. Upon completion of such shift employees will revert to the bottom of the list with the notation "OT" marked against their name. Such employee will not be called for another overtime shift until all other employees on the list have had an opportunity to be called for overtime, due regard being given to qualifications and familiarization.
 - 4. Employees who fail to or who refuse to protect an overtime shift shall have their names dropped to the bottom of the list.

If the full 8 hours shift cannot be filled through the above process, it may be divided and filled in the following order:

- 1. Fill the first 4 hours from employees at work who are on the overtime list,
- 2. Fill the first 4 hours from employees at work who aren't on the overtime list,
- 3. Fill the last 4 hours from employees on the next shift who are on the overtime list,
- 4. Fill the last 4 hours from employees on the next shift who aren't on the overtime list.
- ~~c. If the shift cannot be filled as above, an RTC familiarizing may be utilized in conjunction with any corresponding moves and/or drafting of other RTCs necessary to facilitate coverage~~ **[Moved to (b) above]**
- d. If unable to fill an overtime shift as above, then an RTC on vacation who has indicated their availability to the staff RTC may be called.
- e. If unable to fill an overtime shift as above, then Meal relief or Spare RTC may be utilized as per Appendix 5.

- f. If, after exhausting all of the above steps, **and there is not a familiarizing RTC present**, the shift remains unfilled, the Company may, ~~as a last resort~~, draft a regularly assigned employee in accordance with Article 12.15.

12.2 A qualified RTC may be held on duty continuous with the completion of their assignment which constitutes a day's work. If no candidates are found under 12.1, and no willing employees are found to work the overtime, then the junior qualified RTC on duty may be held. Employees will be paid for time so held on the actual minute basis at the overtime rate.

12.3 Time worked in excess of regularly assigned hours, due to changing shifts shall be paid for at regular rates if due to the application of the seniority rules, or where such changes in shifts are mutually arranged.

12.4 Permanent Unassigned Board RTC's will not be called for a second tour of duty in any 24-hour period when another Permanent Unassigned Board employee is available. If such employees are called to commence a second tour of duty, they will be paid at regular rate. Such employees will be notified to report for a second tour of duty prior to the expiration of their first tour of duty.

When a qualified Permanent Unassigned Board employee was available at time of call and such employee was not called, the employee called for a second tour of duty will be paid at the overtime rate of pay.

Note: This Article will not apply for employees working an assigned swing vacancy or to permanent unassigned board RTC's called to work a overtime shift at overtime rate when such overtime shift is completed at least 8 hours prior to their assigned shift.

12.5 Employees notified or called and required to report for service before the regular assigned starting time, will be paid for such service continuous with their regular shift on the minute basis at overtime rate with a minimum of one hour, for which one (1) hour's service may be required.

12.6 Except as provided in Articles 13 and 14, employees notified or called and required to report for service not continuous with their regular shift before or after their regularly assigned hours of duty will be paid for such service at overtime rate with a minimum of three (3) hours, for which three (3) hours' service may be required.

12.7 Employees will not be required to suspend work during regular hours to absorb overtime.

12.8 No overtime shall be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.

12.9 If overtime as claimed is not allowed, the employees will be notified in writing within twenty-eight (28) days from receipt of time claims, setting forth the reason for disallowance.

12.10 There shall be no overtime on overtime, neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

12.11 When it is known at or prior to the completion of a shift that it will be necessary to call employees, such employees will then be informed of the time at which to report for duty.

12.12 Employees who work more than five (5) days in a work week shall be overtime rate for work on such sixth and seventh days worked in any work week except:

(a) Where such work is performed by employees due to moving from one assignment to another in the exercise of seniority.

(b) Where such work is performed by employees due to moving to or from an extra or laid-off list.

12.13 (a) Regularly assigned RTC's called for service, and subsequently cancelled within 6 hours of the original call start time, and not used in any service, will be paid 2 hours at the applicable regular rate of service called for.

(b) This article shall not apply to assigned RTC's who after reporting for duty are held and used in service other than that for which originally called.

12.13 (a) Regularly assigned RTC's called for service, and subsequently cancelled within 6 hours of the original call start time, and not used in any service, will be paid 2 hours at the applicable regular rate of service called for.

(b) This article shall not apply to assigned RTC's who after reporting for duty are held and used in service other than that for which originally called.

12.14 Employees held on duty for 12 hours will be entitled to a meal allowance of ~~\$15.00~~ **\$25.00** provided it was not known prior to reporting for duty that they would be required to work 12 hours. In addition and when required, if public transportation is not available, such employees will be provided transportation home.

12.15 Should an employee be assigned additional territory for ~~4~~ **2** or more hours as a result of the Company either electing or unable to fill a vacancy, the employee will be entitled to an allowance of ~~2~~ **3** hours pay at regular rate of pay in addition to all other earnings for the shift. Additionally, when an employee is moved off their bid position to work another desk or fill a vacancy for ~~4~~ **2** or more hours, they will be entitled to an allowance of ~~2~~ **3** hours pay at regular rate of pay in addition to all other earnings for the shift.

10. Amend Article 21: Bereavement

Amend Article 21 as follows: (reflected in Union proposal 3b dated June 19, 2025)

ARTICLE 21

Bereavement Leave

21.1 An employee who has not less than 3 months of cumulative compensated service shall:

(a) due to the death of the employee's grandparent, grandchild, step-parent **or common law partner of the employee's parent**, mother-in-law, father-in-law, **parent of the common law partner of the employee**, brother, sister, step-brother or step-sister, be entitled to three consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such three calendar days.

(b) due to the death of the employee's spouse **or common-law partner**, child, step-child (**including child of the common-law partner of the employee**), still-born child or parent, be entitled to five consecutive calendar days' bereavement leave. An employee will be compensated for actual time lost, exclusive of overtime, within such five calendar days.

(c) The leave of absence may be taken in one or two periods. The employer may require that any period of leave be of not less than one day's duration.

21.2 Employees who are on vacation and qualify for bereavement leave will have their vacation suspended for the required number of days and will commence vacation again once the bereavement period has expired.

21.3 When bereavement occurs during an employee's vacation the employee will take their bereavement leave entitlement and be compensated for the applicable days in accordance with their vacation rate.

21.4 It is the intent of this Article 21 to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of their regular wages for that period to employees to whom leave is granted.

Definition of Eligible Spouse

The person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible Employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the Eligible Employee.

11. Amend Article 22: Request for help

Amend Article 22 as follows: (reflected in Union proposal 9c dated June 19, 2025)

ARTICLE 22

Request for Help

22.1 (a) Employees that claim to be overworked on their assignments will submit a statement to that effect to the Appropriate Company Officer. Such assignments will be reviewed within fifteen (15) days of receipt of such statement, and the Company will render a decision within fifteen (15) days thereafter **and will provide the Local Chairperson with a copy of the decision.** If the investigation shows that the statement is well founded, the condition will be corrected. Should the matter not be resolved as a result of the foregoing, the issue will be elevated for review between the General Chairperson's office and Appropriate Company Officer.

(b) Employees that claim to be overworked on a particular shift and need immediate relief will submit a statement to that effect to the Appropriate Company Officer and their workload will be assessed and adjusted if required to ensure continued safe operations. **The Local Chairperson will be advised of the outcome in writing.**

22.2 The Company will provide the necessary office equipment, when such equipment is required by the Company for the performance of any work.

12. Article 24.1 (a) will be amended as follows:

Level 2 rate of pay applicable to staff coordinator. ~~and meal relief position only.~~

13. The Note under Article 25.5 will be amended as follows:

Note: **The** employee and **a Union representative** required to attend a formal investigation before or after their shift, or during a day off, will be compensated for actual time spent in the investigation.

14. Amend Article 36: Bulletining and Filling Positions as follows:

ARTICLE 36

Bulletining and Filling Positions

36.1 All known temporary vacancies of less than 60 days, will be advertised each Wednesday **(Monday and Friday) with the associated territory specified,** prior to **1600** hours local time. Applications will be received up to ~~12:00 hours~~ 1200 **each Monday and 0800** each Friday. **The onus will be on the employees concerned to familiarize themselves with the advertised positions.**

It is understood that RTC's bidding the 5 to 11 and 12 to ~~60~~ **59** day temporary vacancies must be in a position to protect on the day the vacancy takes effect.

RTC's must be familiar and qualified to perform the duties before bidding 5 to 11 day vacancies. No training or familiarization will be provided. ~~Training or Familiarization will be provided to those bidding 12 to 60+ day vacancies if required.~~

36.2 A temporary vacancy or a temporary position which is known to exist for sixty (60) days or more will be bulletined as indicated above and will be filled by the senior qualified applicant. Except as provided in Article 37.1, RTCs filling a temporary assignment under this Article 36.2 will not be subject to displacement.

36.3 Employees holding a regular assignment who bid for, and are appointed to, a temporary position or temporary vacancy will be protected on their regular assignment.

In the application of Article 36, sub-paragraphs 36.1, ~~and~~ 36.2, ~~and~~ **36.7**, the following will apply and supersedes any article in this agreement to the contrary:

Vacancy	Allowable Moves
Over 60	<p>RTC's may bid 5-60+ day vacancies. When completed they may either return to their permanent regular assignment or resume their over 60 day vacancy. When awarded their bid, RTC's must advise the appropriate Company Officer or their delegate of their intention to either return to their permanent position or resume their temporary vacancy of 60 days or more.</p> <p>RTC's on a 60+ day vacancy who bid and are awarded a new 60+ day vacancy will forfeit their current 60+ day vacancy when they assume the new bid.</p>
12 - 60	<p>RTC's must complete the vacancy and protect associated rest days. When completed they will be permitted to exercise the following options:</p> <ol style="list-style-type: none"> 1. assume a new temporary vacancy of over 60 day vacancy; or, 2. assume a new 12 – 60 day temporary vacancy; or, 3. assume a new 5 - 11 day temporary vacancy; or, 4. return to their permanent regular assignment. <p>With respect to options 1 and 2 above, the resultant vacancies will be bulletined if applicable.</p> <p>With respect to option 3 above, the resultant vacancy will only be protected by employees assigned to the permanent unassigned board.</p>

5 - 11	<p>RTC's must complete the vacancy and protect associated rest days. When completed they will be permitted to exercise the following options:</p> <ol style="list-style-type: none"> 1. assume a new over 60 day temporary vacancy; or, 2. assume a new 12 – 60 day temporary vacancy; or, 3. assume a new 5 - 11 day temporary vacancy; or, 4. return to their permanent regular assignment. <p>with respect to the above mentioned options all subsequent vacancies will be protected by the permanent unassigned board.</p>
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36.4 Should a permanent vacancy occur in a position, the abolition of which is under consideration, such vacancy will be bulletined as temporary until a decision is reached as to whether or not the position will be abolished. If it is decided to continue the position, it will be bulletined as a permanent vacancy.

36.5 Notwithstanding anything contrary in this Agreement, permanent vacancies and new permanent positions for RTCs on Seniority Districts 3 and 4 will be bulletined to the RTCs on both Districts. Permanent vacancies and new permanent positions for RTCs on Seniority District 5 will be bulletined to the RTCs on that District. RTCs who bid from one Promotion District to another will transfer their Seniority rights, and will be permitted to exercise displacement rights or perform permanent unassigned work only on the Promotion District to which assigned.

36.6 RTCs on a permanent assignment whose days off or rate of pay or starting time has been changed by 2 hours or more, will have the option of continuing on the assignment as changed, or displacing a junior employee.

If a change of control systems or territory occurs, the RTC may remain on the changed assignment or by mutual agreement between the Local Chairman and the Manager RTC, the RTC affected may displace a junior employee.

If displacing a junior employee, the RTC must remain on the original assignment until it is awarded in accordance with Article 36.

36.7 Bulletins covering temporary new positions and temporary vacancies **which are known to be** of a duration of sixty (60) days or more will be issued **with the associated territory** on Wednesday of each week. Applications must reach the office of the Appropriate Company Officer not later than ~~Monday~~ **Tuesday** of the following week. A copy of the application must be forwarded to the Local Chairperson by the employees. Bulletins covering appointments showing the seniority date of the appointee will be issued on the following Wednesday.

36.8 Bulletins covering permanent new positions, and permanent positions will be issued on the 10th and 25th day of each month. Should such day fall on Saturday, Sunday or a legal holiday, bulletins will be issued the following day. Applications must reach the office of the Appropriate Company officers not later than ten (10) days from the date of the bulletin. Copies of such applications must be forwarded to the Local Chairperson. The next bulletin issued will contain the appointments and show the seniority date of the appointee, unless circumstances make it impracticable to do so.

36.9 Bulletins will be numbered consecutively beginning with the first of the year, and will show location, title and rate of pay **with associated territory**. The onus of obtaining bulletins will be on employees concerned. Copies of bulletins will be furnished to each concerned office. The National Office and Local Chairperson will also be furnished copies of bulletins in the application of Article 36.8.

36.10 Appointments will be made by the Appropriate Company Officer based on qualifications and seniority; qualifications being equivalent, seniority will govern. Appointments will be subject to appeal under the provisions of Article 9 within ten (10) days of the appointments being posted. The position of staff coordinator at each RTC Center shall be paid at the RTC Level 2 ~~1~~ rate of pay, and will be filled from the bargaining unit by appointment by the Appropriate Company Officer **and will not be subject to appeal. The Union will be consulted in advance of appointments being made.**

36.11 On Seniority Districts numbers 3 and 4, at the beginning of April and October and on Seniority District Number 5, at the beginning of February, or when permanent vacancies occur, or when there is a permanent change in RTC personnel in any office, the RTCs in such office will have the choice of positions in order of their seniority. Such choice of positions is to be effective at the start of the first pay period following the selection of positions. Article 13.4 will govern choice of rest days at the beginning of February, April and October. RTCs absent through illness or assigned to other duties at the time selections are made, will be allowed to make their declaration upon their return. RTCs whose annual vacation overlaps with a time of a change, must signify their intentions prior to leaving. Failure to do so will result in the employee being assigned to a position.

Note: On Seniority District 5 (Mountain Region), this Article will be applied only if both the Manager RTCC and the Local Chairperson agree to do so.

36.12 RTCs who have applied for a position may cancel their application by message on or prior to the closing date of the bulletin and will not be permitted to withdraw such cancellation. They must furnish a copy of cancellation of

application to the Local Chairperson. An RTC vacating a position will not be permitted to bid on such position until it again becomes vacant.

36.13 RTCs who, through no fault of their own, are not permitted to take over a position to which appointed within thirty (30) days from the date of appointment by bulletin will be paid the rate of the position to which appointed if higher than the rate of the position they are filling and allowed reasonable actual expenses upon production of receipts.

36.14 An RTC granted leave of absence to act as a full-time representative of the employees will continue to accumulate seniority. Upon conclusion of such leave, the RTC is eligible to exercise his/her seniority and displace onto a regular assignment in his/her seniority district.

36.15 An RTC temporarily promoted to an official or excepted position will have his/her regular assignment protected for a period of up to 18 months from the date of appointment, after which their temporary promotion will be considered permanent for the purposes of the application of the collective agreement.

Note: In the application of Article 36.11 they will make their declaration upon return in the RTCC.

36.16 Positions bulletined as temporary will be bulletined as permanent at the expiration of six (6) months unless otherwise mutually arranged between the Appropriate Company officer and General Chairperson or delegate.

15. Consolidate Appendix 5A, 5B and 5C

Consolidate Appendices 5A, 5B and 5C into a single 5, as follows: (reflected in Union proposals 11a and 9a dated June 20, 2025)

Jason Bailey
General Chairperson TCRC-RTC
201-4405, 41 Street
Edmonton, Alberta
T6L 3N6

Dear Mr. Bailey,

During the 2025 round of negotiations, the Union and the Company discussed consolidating the existing appendices (5A, 5B and 5C) into a single appendix to provide clear guidance on meal coverage and to define ~~meal relief positions~~ spare and utility positions.

Meals Breaks:

Each RTC shall be granted one paid 20-minute meal break for every five (5) consecutive hours of work. This break may be postponed or canceled in unforeseen situations.

Meal Relief Utility Positions:

Utility positions shall be established and classified for the purpose of providing meal relief and/or coverage of one or more territories, specifics to be determined by the Company and identified in the bulletin. ~~Utility positions will be filled by RTCs in accordance with Article 36 "Bulletining and Filling Positions". The Company has agreed to make available daily a minimum of 5 Utility RTCs allocated for aforementioned meal breaks.~~ **The Company has agreed to establish a minimum of 3 permanent Utility RTCs to be filled in accordance with Article 36. The Company has also agreed to establish a minimum of 2 Utility RTCs to be filled from the P.U.B.**

~~Meal relief positions shall be established and classified for the primary purpose of providing scheduled relief to the regular RTC for meal periods, in addition to other duties as assigned. The Company has agreed to make available daily a minimum of two meal relief RTCs filled from the P.U.B.~~

When assignment vacancies cannot be filled through the normal procedures (i.e., P.U.B. or overtime), or in emergent situations, the ~~Meal Relief Utility~~ position may be utilized to cover such vacancies.

Spare RTC:

Spare RTC positions shall be filled from the Permanent Unassigned Board ("P.U.B") to respond to emergent operational needs and are assigned territory in addition to other duties as assigned.

Yours Truly,

Michael Merson

AVP, Network Operations

16. Appendix 8 rewrite: Bank Time

The Parties agree to amend Appendix 8 as follows: (reflected in Union proposal 3a dated July 7, 2025)

Dear Mr. Bailey,

During this round of bargaining, we discussed changes to Appendix 8 dated April 10, 2012 related to RTC's Bank Time. The Parties agreed to amend its contents by way of this letter and further agreed that this letter would supersede both Appendix 8 dated April 10, 2012 as well as the side letter dated March 10, 2010.

The Parties therefore agree to the following changes to Appendix 8:

Any employee requesting time off for personal matters would apply in writing 30 days' in advance to the appropriate local Company officer.

a) The Company agrees to allow a minimum of ~~two~~ **three** people off per day as per this article.

b) Employees are limited to requesting a maximum of ~~three~~ **one** consecutive days-off per request at any one time, however the leaves must not be used in conjunction with annual vacation if it impacts Article 36.1 bulletining of positions due to vacancies (5-11).

c) A maximum time in advance for requesting bank time under the provisions of this article will be 120 days from the day requested ~~or the first day of consecutive days requested~~. Bank time requests must be made in one day increments to ensure fairness. It was also agreed that the Manager Rail Traffic Control will respond in writing within 7 calendar days of requests made under the bank time agreement indicating the status of the request. ~~Bank time cannot be requested for use on any statutory holidays as it would conflict with seniority bidding for time off.~~

d) Employees may utilize their banked days to bid on an additional open week of vacation, where an open, unassigned vacation week exists. A single request will be made for the open week of unassigned vacation and will be awarded as per (c) and (e) of this Appendix. A monthly email will be distributed showing the available open weeks of unassigned vacation.

~~d) Employees are restricted from putting in more than one request per calendar month, unless no other employees have applied for the specific date being requested.~~

e) Employee requests will be handled on a first come, first serve basis.

f) Any urgent requests within a 30-day period will be handled at the discretion of the Manager Rail Traffic Control.

g) Other short term leaves (LOA's) required outside of use of bank time will be at the manager's discretion and providing no other person has requested the time off outside the 30-day window, the manager will inform the employee in a timely fashion (within 21 days of the date requested), whether the leave has been granted or not.

h) To ensure all employees have the ability to bank time, either transfer time or overtime associated with General Holidays will be allowed to be banked up to a maximum of 64 hours in a calendar year.

i) Employees wishing to bank transfer time must declare their intentions in writing to the Manager Rail Traffic Control Centre prior to December 1st of each year.

j) Employees that do declare their intention to bank transfer time will be allowed 3 bank days at the beginning of the year and will have it deducted once the accumulation of transfer time has been completed to meet the 3 days advancement.

k) The use of bank time will be permitted between Dec 15th and Dec 31st at the discretion of the Manager Rail Traffic Control Centre.

l) Employees must declare and be approved bank time to rollover into the next calendar year up to March 31st, otherwise the bank time must be paid out at the salary earned prior to Dec 31st of the year earned.

~~m) Employees, at the discretion of the Manager Rail Traffic Control Centre, may have the ability to utilize a bank day for payment of a shift missed due to illness.~~

m) Employees, at the discretion of the Manager Rail Traffic Control Centre, may be required to utilize a bank day to cover any authorized absence, with the exception of absences covered by contractual or legislative entitlements, for example, paid medical leave.

n) The Manager Rail Traffic Control Centre may **temporarily** postpone this article if it is determined that there is insufficient relief to permit employees to liquidate accumulated bank time or if it is found to create an administrative burden. All employees that have had bank time approved will not be subject to postponement of such time off under this clause.

If you agree the above accurately reflects our discussions, please indicate your agreement by signing below.

17. LOU: Overtime texting

The Parties agree to launch an Overtime Texting Pilot in the letter dated June 20, 2025 affixed as **Attachment A**.

18. LOU: Workload Committee

The Parties agree to establish a Workload Committee and to adjust the current workload thresholds outlined in the letter dated July 7, 2025 affixed as **Attachment B**.

19. Discussions between the parties that resulted in the October 24, 2025 Memorandum of Settlement. During those discussions, the parties agreed that all letters of understanding, appendices, side letters, and all other agreements and/or arrangements shall be continued unless otherwise identified.

20. Article 39 - Duration of Agreement

- a) The foregoing changes are in full and final settlement of all requests served by either party signatory hereto on or subsequent to **May 2, 2025**.
- b) The Agreement shall remain in full force and effect until December 31, **2028** and thereafter, subject to a 120-day notice in writing by either party to this Agreement to revise, amend, or terminate it. Such notice may be served at any time subsequent to September 1, **2028**, unless otherwise specified herein.

This Memorandum of Settlement is subject to ratification by the Union and the Company and the provisions herein shall become effective on the first day of the month following such ratification by the Union, or as otherwise indicated.

Signed in Edmonton, Alberta, this 24th day of October 2025.

For the Union

John Rushton
General Chairperson
TCRC-RCTC

Shelby Charleau
Vice General Chairperson
TCRC-RCTC

Ryan Finnson
Vice President, TCRC

For the Company

Michael Merson
AVP, Network Operations

Morgan Burn
Senior Manager, Financial Planning

Shereena Matthews
Senior Manager, Labour Relations

Melanie Martens
Director, Labour Relations

Attachment A

This letter shall not form part of the Collective Agreement

June 20, 2025

Jason Bailey
General Chairperson TCRC-RTC
201-4405, 41 Street
Edmonton, Alberta
T6L 3N6

RE: OVERTIME TEXTING PILOT

Dear Mr. Bailey,

The parties agree to conduct a pilot project ("Pilot") to evaluate the feasibility and operational effectiveness of utilizing mass text messaging to notify Rail Traffic Controllers (RTCs) of available overtime opportunities. This Pilot is intended to supplement, not replace, the existing overtime call-out process governed by the Collective Agreement.

The Parties agree that this process can only be used when canvassing for shifts commencing no more than 24 hours in advance

Only 1 mass text will be initiated to cover a book off at a time. For clarity, the process outlined below is to be completed before initiating a new mass text to cover another vacancy.

Note: This process applies to all employees on the overtime availability list. Exceptions may be requested and will not be unreasonably denied.

The Process:

- All employees on the overtime list who are qualified and familiar for the shift being canvassed will be sent a mass text message simultaneously, and awarded the shift in the first-in, first out order based on the overtime list.
- For RTCs who ~~wish to~~ have an exception granted to be called, the Company will notify employees in first-in, first-out order based on the overtime availability list.

When a text message is used, it will include:

- The date and start time of the overtime shift;
- The desk to be worked;
- A contact number for response;

When a phone call is made and not answered, and voicemail is available, a message will be left with the relevant details.

To maintain the proper order of the overtime list and ensure fairness for employees:

- After sending the mass text, the Company shall be afforded 30 mins post text notification, to review all text replies.
- The Company will only call employees who have been granted an exception from the mass text process if they are higher on the overtime list than any of the employees who have responded to the mass text.
- Only once it is confirmed that no eligible employee higher on the list is available shall the shift be awarded to the successful respondent via phone one hour from initial mass text.
- Regardless of method of contact, employees who are offered the shift and:
 - i) Accept will be assigned the shift and rotated to the bottom of the list;
 - ii) Decline, do not answer, or do not respond within the time frame will be marked accordingly and rotated to the bottom of the list.
- The parties agree to meet no later than 30 days after the implementation of the Pilot to review its effectiveness, resolve outstanding concerns and determine whether the texting procedure will need to be modified.
- This agreement is subject to cancellation with 30 days written notice by either party. Prior to cancellation of this Pilot, the parties agree to meet and discuss the reasons for cancellation.

The Company and Union agree that the purpose of this pilot is to increase efficiency without compromising the integrity of the overtime list or seniority-based opportunity.

For the Company

For the Union

Attachment B

This letter shall not form part of the Collective Agreement

July 7, 2025

Jason Bailey
General Chairperson TCRC-RTC
201-4405, 41 Street
Edmonton, Alberta
T6L 3N6

Dear Mr. Bailey,

During the current round of negotiations the Union raised concerns about the workload of RTCs.

The parties agree that workload is a critical factor in ensuring safety, efficiency, and job satisfaction. In 2020, the parties reviewed workload levels in each territory, defined the duties and tasks of an RTC, mutually developed a tool to measure RTC workload, and established objective limits to the cumulative duties performed on any given tour of duty.

These objective limits were intended to be a reasonable level and were not designed to be the maximum work an RTC shall be required to perform during any shift. Monthly workload reports are prepared and shared with the local chairperson, and it was agreed that desks exceeding these objectives by more than the agreed upon criteria shall be adjusted.

A desk adjustment is when territory is removed, and/or, by removing transactions or tasks impacting workload to bring the workload within the objective limit.

The current objective limits and criteria are as follows:

- The objective workload level is ~~50~~ **45** minutes per hour. When workload is exceeding ~~45~~ **40** minutes it shall be reviewed.
- Desks will be measured by workload and shift and if found to exceed the objective limits more than ~~6-12~~ times in any ~~2~~ **4** consecutive week period, shall be adjusted.

The parties agree that workload must continue to be actively measured, and the objective limits may from time to time need to be re-evaluated. To that end, it was agreed during this round of negotiations to establish a permanent joint committee for this purpose.

The RTC Workload Committee (“the Committee”) shall consist of one representative of the Company to be designated by the AVP, Network Ops, and one representative of the Union to be designated by the General Chairperson of the Union. The Committee shall

meet within 60 days of ratification and once every 6 months or more frequently if required, to review the monthly workload reports and the circumstances surrounding any requests for help raised under Article 22 in the previous 6-month period.

These reviews may result in Committee recommendations to adjust the workload limits or criteria or inform the development of a new workload tool or the optimization of the current one.

Any decision to adjust the objective workload limits or criteria must be mutually agreed by the Workload Committee. The current limits and criteria shall remain in place until such time as agreement is reached.

If control systems change or any other change that impacts workload or the agreed upon measurements, then the Workload Tool shall be adjusted as needed within 90 days.

If adjustments are proposed by any member of the Workload Committee but not agreed to, the matter will be escalated to the AVP, Network Ops and the General Chairperson of the Union. The outcome of such escalation shall be provided in writing to the Committee within 30 calendar days.

If, after escalation, the Committee still cannot agree to adjustments to the objective limits or criteria, FMCS shall be engaged to assist the parties. Either party may solicit FMCS assistance within 30 calendar days of the outcome of escalation.

If, after FMCS assistance, the Committee still cannot agree to adjustments to the objective limits and criteria, the matter shall be placed before an arbitrator for final and binding settlement. Either party may trigger this binding process within 60 calendar days of the end of FMCS assistance, using an arbitrator to be agreed upon by the parties.

If you agree the above accurately reflects our discussions, please indicate your agreement by signing below.

Yours Truly,

I CONCUR,

Michael Merson
AVP, Network Operations

Jason Bailey
General Chairperson