

AGREEMENT 10.1

between

THE CANADIAN NATIONAL RAILWAY COMPANY

And

**THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES**

Governing

**Rules for all Employees Working Under the
Scope of the Various Maintenance of Way
Supplemental Agreements**

Effective January 1, 1998

Revised and Reprinted August 1998

(Version française disponible sur demande)

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ARTICLE 1

Coverage

1.1 Unless otherwise provided, this Agreement covers all Maintenance of Way employees for whom rates of pay are provided in Agreements Supplemental hereto.

1.2 The word "employee" used herein shall be understood to mean employees for whom rates of pay are provided in this Agreement or Supplemental Agreement hereto. The use of the word "days" will mean calendar days unless otherwise indicated herein.

1.3 The words "Extra Gang Labourers" used herein shall be understood to mean employees working in temporary extra gangs.

1.4 The use of the masculine gender includes the feminine and vice versa.

ARTICLE 2

Hours of Service and Meal Period

2.1 Eight consecutive hours, exclusive of meal period (which shall be one hour unless otherwise mutually arranged) shall, except as otherwise provided, constitute a day's work.

(See Understanding No. 1 - Appendix I)

2.2 Regular day shifts shall start at or between 0600 hours and 0800 hours.

2.3 Notwithstanding the provisions of Article 2.2, the starting time for employees not living in hotel, motel, boarding cars, or other mobile units may be established or changed to

meet the requirements of the service. When the starting time is to be changed, as much advance notice as possible, but no less than 24 hours notice, shall be given the employees affected and, where practicable, the notice will be posted promptly in a place accessible to such employees. The appropriate Local Chairman and the General Chairman shall be advised of any change in starting time at the same time such notice is given to employees.

2.4 Notwithstanding the provisions of Article 2.2, the starting time for employees living in hotel, motel, boarding cars or other mobile units, or for employees who would ordinarily be accommodated in boarding cars or other mobile units, may be established or changed to meet the requirements of the service. When the starting time is to be changed, as much advance notice as possible, but not later than at the completion of the previous tour of duty, shall be given the employees affected and, where practicable, the notice will be posted promptly in a place accessible to such employees. The appropriate Local Chairman and the General Chairman shall be advised of any change in starting time at the same time such notice is given to employees.

(See Appendix II)

2.5 Any change in starting time is subject to employees being afforded eight hours' rest between tours of duty.

2.6 Where two shifts are worked, the starting time of each shift shall be established to meet the requirements of the service. The provisions of Articles 2.3 or 2.4, as the case may be, apply in respect of any change of starting time.

2.7 Where shifts are worked in continuous service the second shift relieves the first, the third relieves the second and the first relieves the third; the starting time of the first shift shall be at or between 0600 hours and 0800 hours. The

provisions of Articles 2.3 and 2.4 do not apply hereto.

2.8 In changing or establishing starting times, due consideration will be given to the availability of public transportation, when applicable.

2.9

a) The periods of advance notice in respect of changes in starting time contained in Articles 2.3 and 2.4 may, by mutual consent between the employees affected and their immediate supervisor, be reduced in any particular situation to meet local conditions.

b) Upon request of foreman made with consent of men in the gang and approval of the proper officer of the Company, special arrangements may be made to vary starting times on Friday and/or Monday to permit employees to travel to and from home.

2.10 When eight hours of continuous service are required in regular operations, twenty minutes will be allowed in the fifth or sixth hour of service for a meal without loss of pay when the nature of the service permits.

(See Appendix III)

2.11 Employees' time will start and end at designated tool houses, outfit cars or shops. Where local conditions necessitate it temporarily, other designated assembly points may be established by mutual agreement between the appropriate representatives of the Brotherhood and the Company.

2.12 Employees, while assigned to any job and available for service, shall be allowed the minimum number of hours which constitutes a day's work at pro rata rates, for which such number of hours work may be required for each day so

assigned, exclusive of rest days and holidays.

ARTICLE 3

Hours of Rest

3.1 Except in cases of emergencies, employees shall not be required to work more than sixteen hours continuously without a rest of eight hours.

(See Appendixes XIV)

ARTICLE 4

Work Week

4.1 The work week for all employees covered by this Agreement, unless otherwise excepted herein, shall be forty hours consisting of five days of eight hours each, with two consecutive rest days in each seven, subject to the following modifications: the work weeks may be staggered in accordance with the Company's operational requirements. This Article shall not be construed to create a guarantee of any number of hours or days of work not provided for elsewhere in this Agreement.

4.2 The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for laid-off or unassigned employees shall mean a period of seven consecutive days starting with Monday.

4.3 Various work cycle arrangements may be established by mutual agreement between the proper officer of the Company and the Union. Such work cycle variations may include 10 work days followed by 4 rest days, 15 work days followed by 6 rest days, 8 work days (10 hours each) followed by 6 rest days, etc. Where such agreement is reached the parties will make a joint application to the Minister of Labour in accordance with the provisions of the Canada Labour Code.

It is understood that the various work cycle arrangements are for the purpose of meeting the Company's operational requirements or to provide employees working long distances from home sufficient time to return home on their rest days.

NOTE: General holidays for employees working such work cycles will be paid in accordance with the note to Article 10.6

ARTICLE 5

Assignment of Rest Days

5.1 The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

Non-Consecutive Rest Days

5.2 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees on a particular seniority territory, the following procedure shall be followed.

5.3 All possible regular relief positions shall be established pursuant to Articles 6.1, 6.2 and 6.3.

5.4 Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.

5.5 Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

5.6 If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-

consecutive rest days.

5.7 If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

5.8 The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

ARTICLE 6

Relief Assignments

6.1 All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Articles 5.2 to 5.8, inclusive) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.

6.2 Where situations exist making it impracticable to establish relief assignments in accordance with the above, the proper officer of the Company and the General Chairman concerned may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.

6.3 Regular relief assignments may on different days have different starting times, duties and work locations, provided

such starting times, duties and work locations are those of the employee or employees relieved.

ARTICLE 7

Training

This Article does not apply to the Cook, Cookee and Diver Classifications.

7.1 Employees taking training under this Article shall be designed as Regular Employee or Trainee as defined in Article 7.1a) and 7.1b) of supplemental Agreements 10.8 and 10.9.

7.2 Regular employees will be required to take training and attempt the qualifying tests in all classifications in which they hold seniority. In instances where employees request that he not be required to take training because of particular circumstances, their case will be reviewed by the System Federation General Chairman or his authorized representative, and proper officer of the Company. In the event such employees do not take training they will not be entitled to the higher rate.

7.3 Regular employees holding seniority in a higher classification who fail to qualify in such higher classification, shall retain seniority in such classification until they relinquish it in accordance with the provisions of the applicable Agreement.

7.4 Notwithstanding the provisions of Article 16.10 of Agreement 10.1, employees may accept promotion by bulletin to a higher classification in order of seniority prior to taking training in such classification. Employees so promoted must complete the training and become qualified within 12 months from the date they are promoted to such higher classification

or be returned to their former position and forfeit any seniority acquired through such promotion.

7.5 Regular employees hired prior to **(May 1st, 1981 Bridge and Structure Forces)** and **(January 1, 1978 for Track Forces)** who make written application, are accepted and successfully complete training for promotion must, when their seniority entitle them, accept such promotion. Such employees failing to accept promotion shall only be permitted to use their seniority in their former lower classification to bid on future positions bulletined in the higher classification.

7.6 Employees hired on or **after (May 1st, 1981 Bridge and Structure Forces)** and **(January 1, 1978 for Track Forces)**, whom make written application, are accepted and successfully complete training for promotion must, when their seniority entitles them, accept such promotion. Such employees failing to accept promotion shall be released from service, unless otherwise mutually agreed.

7.7 The Company shall determine the order in which employees will receive their training. The selection will be based on seniority order to the extent practicable. However, senior employees shall not lose seniority in a higher classification to junior employees when, through no fault of their own, such senior employees have not had the opportunity to take training and qualify. Until they take training, such senior employees shall, while occupying a position in a higher classification, be paid the rate applicable to qualified employees.

7.8 Employees selected for training must attend and actively participate in all training sessions.

7.9 The requirements for qualification in each classification, the training and corresponding tests to be given, will be established by the Company. System

Federation General Chairmen will be given an opportunity to review written course material to be used in the training program.

7.10 Employees taking training will be required to take the corresponding oral, practical and/or written tests. Trainees who fail a test on the first attempt will be given a second opportunity to pass such test prior to the expiration of two years' cumulative compensated service, unless otherwise mutually agreed. Regular employees who fail a test on the first attempt will be given a second opportunity to pass such test within a reasonable period of time.

7.11 Regular employees who fails twice on any test will be considered for further testing on their own time, and providing that the Company is not put to any expense or undue inconvenience. Such employees desiring further testing must apply in writing to their supervisor requesting an appointment.

7.12 Employees who fail any test and claims they did not have a proper test may appeal the decision under the provisions of Article 18.6 of Agreement 10.1, starting at Step II.

7.13 Employees will not be required to attempt a particular qualifying test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.

7.14 Employees will, when required, assist other employees to learn and understand the various aspects of their jobs.

Expenses and Rate of Pay While in Training

7.15 While in training, employees will be paid at the rate of pay they would have received had they not been in training and will be allowed actual reasonable away-from-home

expenses necessarily incurred. Time spent travelling, up to a maximum of eight (8) hours each way, will be paid to employees directed by the Company to attend training at an away-from-home location. Should such training be held at a location which is on another Region, then the employees will receive payment for all time travelling to attend such training. The Company will determine the method of travel and payment will be made at the employees' regular rate of pay.

7.16 The Company shall provide each employee taking training with text books and/or other written material required for training which will remain the property of the Company and must be returned on request or on leaving Maintenance of Way service.

Rest Days and Accumulative Time

7.17 As a general rule the rest days for employees engaged in classroom instruction shall be Saturday and Sunday however, when regular rest days or general holidays coincide with the classroom training session, other rest days off will be given without loss of pay.

Vacation

7.18 If, through mutual agreement in writing between the employees and the appropriate Company officer employees' annual vacation are rescheduled to enable them to attend the Training Program, the provisions of Article 25.12 of Agreement 10.1 shall not apply and employees affected shall be granted their vacation at a mutually convenient later date.

7.19 Employees who have successfully passed all tests in a classification shall receive a certificate signed by the District Engineer or, where appropriate, the Director Engineering Services, and the Chief Engineer.

7.20 Employees required to attend a medical examination and/or rule examination on their own time will be compensated an amount not more than eight (8) hours at straight time rate for each day so involved. The employee will also be covered by Rule 22.1.

Training

7.21 Employees who have requested and successfully complete Company sponsored training of three days or more may be required to protect assignments for which training has been provided for a period of one (1) work season.

ARTICLE 8

Overtime and Calls

8.1 Except as otherwise provided, when employees are required to work in excess of eight hours per day, they shall be paid for overtime on actual minute basis at the rate of time and one-half.

8.2 Except as otherwise provided, work in excess of forty straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employee moving from one assignment to another, or to or from a laid-off list.

8.3 Except as otherwise provided, employees working more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on such sixth and seventh days worked in any work week, except where such work is performed by an employee due to moving from one assignment to another, or to or from a laid-off list.

8.4 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for on holidays or for changing shift, be utilized in computing the forty 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.

8.5 Employees called in case of emergency or a temporary urgency outside of their regularly assigned hours, after having been relieved, shall be paid a minimum of three hours at overtime rates for which three hours of service may be required, but for such minimum shall not be required to perform work other than that of the emergency, and possibly

another emergency which might arise subsequent to time of call. If, however, employees are called to commence work less than two hours before regular starting time, the time will be computed continuously with the regular day's work, and the time before the regular starting time shall be paid for at the rate of time and one-half on the minute basis.

An employee who is called by the Company for overtime work pre-arranged or otherwise and accepts the call, will be paid one (1) hour at punitive rates if such call is cancelled prior to his/her leaving home.

8.6 Employees shall not be required to suspend work in regular working hours to equalize overtime.

8.7 All overtime earned shall be shown as a separate item on the pay checks of employees.

8.8 A record will be kept of overtime worked and regular employees will be called with the purpose in view of distributing the overtime equally to the extent possible subject to the following conditions:

- (a)** An employee is already engaged in the work for which overtime is required;
- (b)** An employee has the qualifications required to perform the overtime work;
- (c)** An employee on duty is immediately available for the overtime work to be performed.

In a case where an employee has missed an overtime opportunity the Local Chairman and the appropriate Company Officer will meet in order to arrange for the employee to make up the lost overtime opportunity.

8.9 Employees required to work on regularly assigned rest days shall be paid at the rate of time and one-half.

ARTICLE 9

Employees assigned to
Higher-Rated and Lower-Rated Positions

9.1 Employees temporarily assigned to higher-rated positions shall receive the higher rates while occupying such positions.

9.2 Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

ARTICLE 10

General Holidays

10.1 The following general holiday provisions shall be applicable in respect of general holiday entitlement.

10.2 An employee who qualifies in accordance with Article 10.4 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

All Provinces

New Year's Day

The day after that on which New Year's Day is observed.

Good Friday

Victoria Day

Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Nova Scotia and Prince Edward Island

Easter Monday
Remembrance Day

New Brunswick

New Brunswick Day (the first Monday in August)
Remembrance Day

Quebec

National Day (in substitution for Remembrance Day)
The first Monday in August

Ontario, Manitoba, Saskatchewan, Alberta, and British Columbia

Civic Holiday (the first Monday in August)
Remembrance Day

Newfoundland

Remembrance Day
Discovery Day

(See Appendix IV)

Note: If the Government of Canada designates "Heritage Day" or such other day as a general holiday, the day so designated by the Government shall be substituted for the day after New Year's Day in all Provinces except the Province of Quebec and for the first Monday in August in the Province of

Quebec.

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

10.4 In order to qualify for pay for any one of the holidays specified in Article 10.2, employees:

(a) must have been in the service of the Company and available for duty for at least 30 days. This sub-paragraph (a) does not apply to employees who are required to work on the holiday;

(b) must be available for duty on such holiday if it occurs on one of their work days excluding vacation days.

This sub-paragraph (b) does not apply in respect of employees who are laid off or suffering from a bona fide injury or who are hospitalized on the holiday, or who are in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday.

Regularly assigned employees who is required to work on such general holiday shall be given an advance notice of four (4) days, except for unforeseen exigencies of the service in which case they will be notified not later than the completion of their shift or tour of duty immediately preceding such holiday that their services will be required;

(c) must be entitled to wages for at least 12 shifts or tours of duty during the 30 days immediately preceding the general holiday. This sub-paragraph (c) does not apply to employees

who are required to work on the holiday.

Note: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in Article 10.4 (c).

10.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 10.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

10.6 Assigned employees qualified under Article 10.4 and who are not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of their regular assignment. If such employees are temporarily assigned to a higher rated position coincidental with the date of a general holiday, they shall be paid eight hours' pay at the straight time rate of the higher rated position to which he is assigned.

NOTE: Employees working a cycle other than 8 hours per day will be compensated an equal number of hours for the general holiday when qualified (e.g. 4 days at 10 hours per day).

10.7 Unassigned or spare employees qualified under Article 10.4 and who are not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employees worked their last tour of duty prior to the general holiday.

Note: In the application of this Article 10.7 for employees paid on the basis of a specified number of hours per four-week period "eight hours' pay at the pro rata hourly rate" shall be deemed to be a day's pay.

10.8 Employees who are required to work on a general holiday shall be paid, in addition to the pay provided in Article 10.6, at a rate equal to one and one-half times their regular rate of wages for the actual hours worked by them on that holiday with a minimum of three hours for which three hours' service may be required, but employees called for a specific purpose shall not be required to perform routine work to make up such minimum time.

10.9 Where an employee is paid a guarantee of a specified number of hours per four-week period and who works on the holiday, the general holiday with pay specified in Article 10.6 shall be paid in addition to the regular compensation for such four-week period.

10.10 Shifts or tours of duty commencing between 2400 hours midnight on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

10.11 Pump repairers paid on the basis of 179.3 hours per four-week period and qualified under Article 10.7 and who are not required to work on a general holiday shall be paid eight hours at the straight time rate and this time shall be included in making up the 179.3 hours.

Close-Down for Christmas and New Years Holidays

10.12 Where maintenance of way gangs, otherwise continuously employed are closed down for the Christmas and New Year's holidays to allow employees to return to their homes, and where employees so affected are, by mutual arrangement and as a consequence of such close-down, required by the Company to work additional days over and above their normal work week prior to such close-down, the additional days so worked will be recognized as shifts or tours

of duty for which the employee is entitled to wages in the application of Article 10.4 (c). Where such close-down occurs and the Company does not require the employees to work additional days as a consequence thereof, the number of working days in the period of close-down will be credited in the application of Article 10.4 (c).

ARTICLE 11

Travelling or Detained on Orders of the Company

11.1

(a) Except as provided in Article 11.1(b), employees travelling from one location to another account the exercise of seniority, including moving to or from the laid-off list shall not be entitled to travel time.

(b) Employees forced to exercise their seniority in accordance with the Collective Agreement, and who by so doing are required to move further from their home location, except moving to and from the laid off list, will be compensated for half the actual travel time from one location to the other. Such compensation will be limited to one round trip.

Travelling During Work Week

11.2 Employees when detained for conveyance and while travelling on passenger trains or public transportation, on orders of the Company from one work location to another shall be paid for all time travelling between 0600 hours and 2200 hours at the straight time rate if sleeping accommodation is provided; if sleeping accommodation is not provided they shall be paid for all time occupied in travelling at the straight time rate.

(See Understanding No. 2 - Appendix I)

Travelling During Rest Days and/or General Holidays

11.3

(a) If employees are released from duty and commutes to their place of residence for their rest days and/or general holiday(s) they will not be paid travelling time for reporting to the new work location.

(b) An employee who is required to travel from one work location to another will be paid travelling time in keeping with the provisions of Article 11.2.

(c) Employees who accompany their boarding cars to a new work location will be paid actual time travelling less all time set off and/or waiting with a maximum of 8 hours for all time involved.

(d) Employees ordered to accompany equipment between work locations shall be entitled to a maximum of 8 hours per day at the straight time rate. If the travelling time exceeds 8 hours the employee will be compensated in accordance with Article 11.2.

11.4 Employees will be paid for time travelling in boarding and sleeping cars, on orders of the Company, under the following conditions only:

(a) during regular working hours, or

(b) between 0001 hour and 0600 hours provided the employees concerned have to work that day, or

(c) between 0600 hours and 2200 hours on a regularly assigned rest day or on a general holiday.

Payment under the foregoing conditions shall be at straight time.

11.5 Employees who notifies their supervisor that they will not be travelling in passenger trains or public transportation from one work location to another shall be paid the same amount as employees travelling under Article 11.2 provided that they are available for duty at the old work location at the completion of work and is available for duty at the new work location at the commencement of work.

11.6 In the event employees are required to perform work outside of their regular assigned work hours while travelling to their work location, they shall be paid overtime rates for all time so engaged.

11.7 When required, the Foreman or another employee designated by the Company, will accompany boarding and sleeping cars being moved from one location to another. In such circumstances, payment will be in accordance with Article 11.4.

11.8 When practical to do so, boarding and sleeping cars shall be moved at times other than between 2300 hours and 0600 hours.

11.9 Employees' time spent travelling to and from the designated assembly point during assigned hours will be included in a day's pay.

11.10 Employees' time spent travelling on track motor cars or Company-operated vehicles outside of assigned hours shall be paid at the time and one-half rate except:

while travelling as passengers in a bus, truck cab, crew compartment of a highway vehicle, or in other similar suitable equipment provided for the carrying of passengers, when payment will be made at the straight time rate.

11.11 Notwithstanding the provisions of Article 11.10 employees' time spent travelling prior to regular starting time shall be paid at time and one-half rate.

11.12 The travelling time referred to in Articles 11.10 and 11.11 will not be used in computing daily or weekly overtime.

ARTICLE 12

Wet and Stormy Days

12.1 Employees shall be allowed straight time for wet or stormy days, provided they remain on duty.

ARTICLE 13

Temporary Transfer

13.1 In case of emergency, an employee may be transferred temporarily to another sub-department of the Maintenance of Way service. Employees may also be transferred temporarily for extra gang work, to construction department, from one seniority territory to another, or on the opening of new lines, without losing their seniority standing on the seniority territory from which transferred, and transfer will be given in writing, if requested. Transfers, if extended beyond one year, shall be subject to agreement between System Federation General Chairman and the appropriate officer of the Company.

ARTICLE 14

Positions Not Subject to Rules of Promotion

14.1 The positions of Track and Bridge Watchperson, and Signaller at highway or railway (non-interlocked) crossing are not subject to the general rules for promotion. These positions are intended to provide for employees who become

unfit for other service, and shall be assigned to such employees in the maintenance of way department unless mutually agreed otherwise between the System Federation General Chairman and the appropriate officer of the Company.

(See Appendix V)

14.2 Watchpersons at each location shall have preference of shift, based on seniority as Watchperson, provided that, by mutual agreement between local committees and representatives of the Company, rotation of shift may be arranged.

14.3 In the event of reduction of forces in positions mentioned in Article 14.1, the employee with the longest service under this Agreement shall have preference of employment. It is understood, however, that an able-bodied person may be displaced by a disabled person under the provisions of Article 14.1.

(See Understanding No. 3. - Appendix I)

ARTICLE 15

Bulletining and Filling Positions

15.1 Bulletined positions may be filled temporarily by an immediately available employee pending the assignment of the successful applicant.

15.2 Any appeal against appointment must be made in writing within twenty-eight days from date of issue of award bulletin covering such appointment.

15.3 Appointments shall be made by the officer issuing the bulletin. Employees will be awarded positions in order of seniority provided they are qualified. The name of the appointees and their seniority number will be included in the award portion of the next bulletin. The successful applicant will be required to assume the position to which appointed within 15 days from the date of the award bulletin unless otherwise specified. This period may be extended by mutual agreement between the General Chairman and the appropriate officer of the Company, if due to unforeseen circumstances the employee cannot be released to assume the position.

15.4 An employee will not be permitted to bid on any temporary vacancy into a lower classification prior to obtaining a regular position in such classification.

15.5 Employees not holding a permanent position in the classification in which they are working will forfeit their seniority in such classification coincident with a junior employee being awarded a permanent position in that classification.

15.6 Vacancy created as a result of employees being on a leave of absence for illnesses or injuries which are required to be filled will be advertised as temporary. Should employees not return to work for a period of one year, the position, if required, will then be advertised as permanent unless otherwise mutually agreed with the General Chairman. If such employees return to work after one year, they will be required to exercise their displacement rights.

15.7 Employees obtaining temporary vacancies of forty-five (45) days or more by bid in their own classification will be required, at the conclusion of such temporary vacancies, to revert to their permanent position or to displace a junior employee filling a temporary vacancy in the same classification.

15.8 Employees who are successful in obtaining a Special License required by the Company to operate equipment will be reimbursed for the costs of such licence. This provision does not apply to standard motor vehicle operating licenses.

15.9 Employees will be reimbursed for the cost of any medical or optical examination required to obtain a Special License referred to in paragraph 15.8. They will be compensated, up to a maximum of eight (8) hours, for time necessarily lost from regularly scheduled work associated with obtaining the Special License and/or undergoing the medical or optical examination associated with obtaining the Special License.

15.10 Temporary vacancies of less than forty-five (45) days required by the Company to be filled, may be filled by the senior qualified employee immediately available. Employees who do not exercise seniority to such temporary vacancies will not forfeit any seniority. Junior qualified employees immediately available must protect assignments in all

instances.

15.11 On gangs where a Safety Representative is required, such responsibilities will be advertised on the bulletin and will be awarded to the employee with the most service under Agreement 10.1 on the gang who indicates an interest for these responsibilities. Such employee will be protected from displacement for the duration of the position awarded.

Note: If the employee cannot fulfill the requirement of the Safety Representative position, through agreement with System Federation General Chairman and Company Officer, the responsibilities will be awarded to the next senior applicant.

ARTICLE 16

Seniority Status and Lists

16.1 When two or more employees commence work in the same seniority group on the same day the procedure for establishing their relative seniority shall be as follows:

(a) The employee who commenced work at the earliest hour of the day shall be senior;

(b) When the employees commenced work at the same hour, the one who signed the Company's application form for employment (Form 85B) first shall be senior;

(c) All other things being equal they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the System Federation General Chairman of the Brotherhood.

16.2

a) For Bridge and Structures and Track Forces employees and Except as otherwise provided in Article 7.12, new employees shall not be regarded as permanently employed until they complete 90 working days' service, which service must be accumulated within the preceding 24 months. Within such period they may, without investigation, be removed for cause which in the opinion of the Company renders them undesirable for its service. If removed for cause, they shall be provided with a written notice following a written or verbal request.

Note: **Extra Gang Labourers and Attendant** must, before completion of probationary period, undergo medical examination as required by the Company.

b) For Steel Bridge and Masonry employees and Mechanics "A" In addition to the 90 days set out in Article 16.2a) the Company will have an additional 40 working days during which, it may remove new employees from service account of qualifications. If retained their seniority shall commence from the date of entry into the service in any one of these classifications. The 24 months provision set out in Article 16.2a) does not apply to these employees.

c) The names of employees shall be placed on the seniority lists immediately after they are accepted for a position covered by this Agreement, and seniority will accrue from such date in the classification in which employed, except that if employed either as Assistant Steel Bridge Foreperson or as Masonry Foreperson or as Cook, a corresponding seniority date will be accorded to them as Steel Bridge Worker or Masonry Worker or Cookee respectively.

Probationary Employees

(d) Probationary employees (new hirers or employees transferring from another bargaining unit) will not be permitted to exercise their seniority to positions until the completion of

their probationary period.

16.3 Employees who have been discharged and are subsequently returned to the service with their former seniority standing, will only be allowed seniority from the date of their return to the service provided they have maintained full union assessment. Employees who are not reinstated with their former seniority standing within one year of the date of their discharge, may only be so reinstated by agreement between the proper officer of the Company and the System Federation General Chairman.

16.4

(a) Seniority lists shall be updated and posted at the headquarters locations of all employees concerned, on or before January 31 of each year. A copy of said list shall also be furnished to the union representatives of the employees.

(b) Seniority lists shall be open for correction for a period of 180 calendar days on presentation in writing of proof of error by the employee or his/her representative to the employee's immediate supervisor.

(c) Except by mutual agreement between the System General Chairman and the appropriate Company Officer, seniority standing shall not be changed after becoming established by being posted for sixty calendar days following date of issue, without written protest.

16.5 The names of employees who have been or are promoted to an official or excepted position with the Company or its subsidiaries will be continued on the seniority lists for the groups from which promoted, and shall retain their seniority rights, and, subject to Paragraph three of Appendix VIII, continue to accumulate seniority while so employed. If released from such official or excepted position, employees promoted to temporary official or excepted positions may

return to their former position; employees promoted to permanent official or excepted positions may only displace the junior employee or bid a vacancy in their seniority group on their seniority territory.

16.6 Except as otherwise provided, employees who, while occupying a position in a lower classification in a specific supplemental Agreement, fail to exercise their seniority to a bulletined position in a higher classification shall forfeit their seniority in such higher classification in that specific supplemental Agreement.

16.7 Employees who obtain a position by bid in a lower classification when work is available in a higher classification shall forfeit their seniority in all higher classifications in that specific Supplemental Agreement.

16.8 Employees occupying a temporary position who are awarded a permanent position will be required to fill such position immediately following the award unless they have indicated on their application that they will occupy the position on conclusion of the temporary vacancy.

16.9 Probationary employees, if qualified, shall have preference of employment over the engagement of new probationary employees.

16.10 Employees who during the preceding calendar year, have performed no service under any of the Agreements supplemental to Agreement 10.1 may be removed from the seniority list by agreement between the System Federation General Chairman and the proper officer(s) of the Company.

16.11 Employees, covered by Agreements supplemental to this Agreement, shall be promoted within each of their Agreements, on their region, in order of seniority, provided they are qualified.

Transfer of Work

16.12 When through an unusual development it becomes necessary to transfer work from a Division or Region, to another seniority Division or Region, not more than a sufficient number of employees to perform such work shall, in seniority order be given the opportunity to transfer, carrying their seniority rights with them. The proper officer of the Railway and the General Chairman shall cooperate to determine the number of employees who shall transfer.

Employees who transfer under this provision shall after 90 calendar days lose their seniority on the region they left.

16.13 Complete lists of all employees covered by Agreements Supplemental to this Agreement on each Region, showing their seniority standing and dates of promotion to higher classifications shall be prepared and posted in accordance with Article 16.4. Seniority territories shall not be changed except by agreement between the Company and the System Federation General Chairman. For employees engaged in specialized classes of work which justify other specified seniority territories these may be established by agreement between the System Federation General Chairman and the appropriate officer of the Company.

16.14 Unless otherwise mutually agreed between the proper officers of the Company and the Union, employees who voluntarily leave this agreement to work under another bargaining unit when work is available under this agreement will forfeit all seniority under this Agreement and their name will be removed from any seniority list under which they held seniority.

ARTICLE 17

Staff Reduction and Recall to Service

17.1 Not less than four working days advance notice will be given when regularly assigned positions are to be abolished, except in the event of a strike or a work stoppage by employees in the railway industry, in which case a shorter notice may be given.

17.2 In the event of reduction of staff, senior qualified employees will be retained. Employees laid off, or displaced, will, if qualified, have the right to exercise their seniority on their seniority territory. The General Chairman concerned will be provided with a list of the positions which have been declared redundant.

17.3 When an employee's regular assignment is abolished or when he/she is displaced from his/her regular assignment while he/she is working on a temporary vacancy he/she will be required to declare his/her displacement rights onto another regular assignment.(emphasis added for your convenience)

17.4 Laid-off employees who desire to return to the service when work is available for them must keep the proper officer advised of their address and telephone number, in order that they may be readily located.

17.5

(a) Employees who are displaced or laid off while on leave of absence due to bona fide illness or injury, or vacation, or other authorized leave of absence, shall be able to utilize the appropriate "Staff Reduction and Recall to Service" Article of their respective Supplemental Agreement, upon return to service.

(b) All employees will be required to pay a Union assessment while on layoff, or leave of absence for any

reason. The employee will be notified by the respective System Federation General Chairman of the amount of assessment. The Company will not be liable for any missed assessment.

17.6 Except as otherwise provided in Article 15.10, employees displaced or affected by a reduction in staff, who are unable to hold work in their own classification or group on their seniority territory shall, within ten (10) days, if qualified, displace a junior employee in the next lower classification or group in which they have established seniority. Employees failing to exercise their seniority within ten (10) days, unless prevented by illness or other cause for which a bona fide leave of absence has been granted, shall forfeit their seniority under this Agreement.

Recall to Service:

17.7

a) For Bridge and Structure Employees, and all Employees Covered by the Track Supplemental Agreement, when staff is increased or when vacancies of forty-five (45) days or more occur, laid-off employees shall be recalled to service, by registered mail, in seniority order, in their respective classifications. Failure to respond to such recall within fifteen (15) days of the date employees are notified by registered mail at their last known address shall result in severance of employment relationship, unless satisfactory reason is given.

b) For Steel Bridge and Masonry Employees and employees covered by the Work Equipment Supplemental Agreement, in addition to 17.7a) above, employees recalled in these classifications will be recalled in seniority order if qualified.

17.8

a) Temporary positions or temporary vacancies of under forty-five (45) days' duration shall be filled by qualified laid-off employees living at or near the work location, provided they are immediately available. Laid-off employees shall not be required to accept recall to vacancies of less than forty-five days when they have steady employment elsewhere. Employees assigned under this article will not be allowed to bid or displace during this assignment and will revert to their previous status at the completion of this assignment.

b) In the application of Articles 17.7a) and b) above the Company may fill the position pending the return of recalled employees in accordance with this article 17.8a).

Special rules for Steel Bridges, Masonry, Welding and Work Equipment Employees

17.9 Laid-off Steel Bridge employees, Masonry employees, Welding employees and employees covered by the Work Equipment Supplemental Agreement who are employed elsewhere at the time they are notified by registered mail to report for duty may, without loss of seniority, be allowed forty-five (45) days in which to report, providing:

(a) That it is definitely known that the duration of work will not exceed forty-five (45) days;

(b) That other laid-off employees in the same seniority group are available;

(c) That written application is made to their supervisory officer immediately on receipt of notification to resume duty.

17.10 Left blank intentionally.

17.11 Employees who can no longer hold work in one

Supplemental Agreement and exercise their seniority to another Supplemental Agreement will be promptly notified, in seniority order, whenever there is work available for them in the former Supplemental Agreement. Such employees must exercise their seniority within fifteen days from the date of notification or forfeit such seniority, unless prevented by illness or other cause for which bona fide leave of absence has been granted.

Special rules for Track Forces Employees:

17.12 An employee who does not hold a permanent assignment at the completion of his temporary assignment, may elect to take layoff provided that there are junior qualified employees available to fill all assignments. This Article will only have application on conclusion of the summer working period between 14 October and 15 December of each year.

17.13 A Trackman/Track Maintainer who has been laid off on account of reduction of staff and who is unable to exercise displacement rights in accordance with this Article and Article 4 of the Track Supplemental Agreement shall have preference of employment in order of seniority in any extra gangs. Such employees must return to a position in that classification on their seniority territory when properly notified that such work of an expected duration of forty-five days or more is available to them and failing to do so will forfeit their seniority in that classification.

(See Understanding No. 3. - Appendix I)

17.14 Employees holding seniority as Extra Gang Labourers or Attendant who can not hold work in another Supplemental Agreement shall, within ten 10 days, displace a junior employee in these classifications. Employees who fail to exercise their seniority within the prescribe time limits, unless prevented by illness or other cause for which bona fide leave

of absence has been granted, will forfeit their seniority as Extra Gang Labourer.

ARTICLE 18

Discipline and Grievance Procedure

(See Appendix VI)

Informal Investigation

18.1

(a) Subject to the provisions of Article 18.2 (a) (ii), minor incidents will be handled without the necessity of a formal investigation.

(b) Such incidents will be investigated as quickly as possible by a proper officer(s) of the Company and subsequently reviewed with the employee(s) concerned.

(c) In cases where the assessment of discipline is warranted, the employee will be advised in writing within 28 days from the date the incident is reviewed with the employee except as otherwise mutually agreed. The employee will be provided with a Declaration Form at the same time that he is served with a Form 780. A copy of the Incident Report and a copy of the Form 780 issued will be sent to the General Chairman.

(d) When an employee is notified of the conclusions reached by the Company, and of the discipline assessed if any, he shall, if such are not acceptable to him, have the right to exercise one of the following options:

(i) if he is not in accord with the conclusions reached by the Company he may, within 20 days of receipt of such notification, so advise the proper officer of the

Company and request a formal investigation under the procedures set forth in Article 18.2 hereof; or

(ii) if he accepts the conclusions reached by the Company but he is not in accord with the discipline assessed he may initiate an appeal of the discipline in accordance with the grievance procedure of the respective collective agreements, but commencing with Step II.

Formal Investigation

18.2

(a) A formal investigation will be held:

(i) in the case of an employee committing an alleged dismissible offence;

(ii) when an employee is alleged to have committed a minor offence where the seriousness of such offence might warrant discipline to the extent that when added to his current record could result in discharge for accumulation of demerit marks;

(iii) when an employee is alleged to have been involved in a major incident;

(iv) when an employee is involved in an incident where the need for information and appropriate documentation is required by order, regulation or Company requirements.

(b) When required to attend a formal investigation, an employee will be given at least 48 hours' notice in writing. The notice will include the date, time, place and subject matter of the hearing.

(c) Where an employee wishes to have an *accredited

representative appear with him at a hearing and such a representative cannot be made available for the time set for the hearing, the employee, either directly or through an accredited representative, may seek a delay in the hearing sufficient for the Union to have an accredited representative made available. Concurrence to such a request will not be unreasonably withheld by the proper officer of the Company. Application of this provision will not result in a need for a second notice period under the terms of Item (b) above.

The following Brotherhood Officers will be considered accredited representative:

System Federation General Chairman
Federation General Chairman
General Chairman
Local Chairman, and
Grievance Representatives

(d) Where an employee so wishes an accredited representative may appear with him at the hearing. Prior to the commencement of the hearing, the employee will be provided with a copy of all of the written evidence as well as any oral evidence which has been recorded and which has a bearing on his involvement. The employee and his accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Company Officers where necessary) whose evidence may have a bearing on his involvement. The questions and answers will be recorded and the employee and his accredited representative will be furnished with a copy of the statement.

(e) If corrective action is to be taken, the employee will be so notified in writing of the Company's decision within 28 days from the completion of the employee's investigation,

unless otherwise mutually agreed. Such notification will be given at the same time or after the employee is personally interviewed by the appropriate Company officer(s) unless the employee is not available for such an interview within the time limit prescribed.

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

(i) the circumstances of the incident are such that there is reason to believe that the employee's continued performance on the job could constitute a hazard to himself, other persons or the operations;

(ii) the offence is considered sufficiently serious to warrant such action;

(iii) it is essential to carrying out the investigation.

(g) Except as otherwise mutually agreed, the investigating officer shall be an individual who is in the best position to develop all of the relevant facts, provided such individual is not emotionally involved with the incident.

(h) The Local Chairman or Grievance Representative will be compensated for all lost wages while attending investigations at their normal rate of pay for up to a maximum of 8 hours per day at straight time rate.

18.3 An employee who is held out of service while under investigation, except in cases where the offense with which charged is of a nature which may result in suspension or dismissal, will be paid for any loss of schedule wages. Suspension will commence from the date the employee is removed from service. Dismissal will be effective on the date the decision is made to dismiss the employee.

18.4 An appeal against discipline imposed may be initiated at Step II of the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, the employee will be paid at schedule wages for each day lost, exclusive of any amount earned in other employment. He will also be reimbursed for any reasonable expenses incurred if required to be away from home in connection with the investigation.

18.5 Where discipline involves dismissal, demotion or restriction, an appeal may commence at the second to the last Step of the grievance procedure.

Note: Notwithstanding the above a discharge which resulted account of accumulation of demerits may not commence at the second to the last step of the grievance procedure if more than one separate assessment of demerits is being appealed.

Grievances

18.6 A grievance concerning the interpretation, or alleged violation of this Agreement, or an appeal by an employee who believes he has been unjustly dealt with shall be handled in the following manner.

Step I

The aggrieved employee/employees or their duly authorized representative, shall present the grievance in writing to the Officer designated by the Company within twenty-eight days from the date of the cause of the grievance and a decision shall be rendered in writing within twenty-eight days of receipt of the grievance.

Step II

Within twenty-eight days of receiving the decision under Step I, the General Chairman or his authorised representative may appeal the decision in writing to the Officer designated by the Company. A decision shall be rendered in writing within twenty-eight days from time of receipt of the appeal.

Step III

Within sixty days of receiving the decision under Step II, the System Federation General Chairman or his authorised representative may request a joint conference with the Officer designated by the Company. The request for joint conference must be accompanied by the Brotherhood's contention and all relevant information to the dispute involved. The joint conference shall be arranged to take place within

sixty days from the time such request is received and a decision shall be rendered in writing within sixty days of the joint conference.

Note 1: Each party will notify the other in writing of any changes in designated Officers.

Note 2: The term "authorized representative" as it appears in this Article makes reference to those Brotherhood Officers identified in paragraph 18.2 (c).

18.7 A grievance under Article 18.6 shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement shall identify the Article involved.

18.8 A grievance not progressed within the time limits specified shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the Company within the time limits specified, the grievance may be progressed to the next step in the grievance procedure, except as otherwise provided in Article 18.9.

(See Appendix VII)

18.9 Where, in the case of a grievance based on a claim for unpaid wages, a decision is not rendered by the designated officer of the Company as outlined in Article 18.6 within the prescribed time limits specified, the claim will be paid. The application of this Article shall not constitute an interpretation of the Collective Agreement.

18.10 Time limits referred to in Article 18.6 may be extended by mutual agreement between the parties referred to in each such step

ARTICLE 19

Final Disposition of Grievances

19.1 A grievance which is not settled at the last step of the grievance procedure may be referred by either party to the Canadian Railway Office of Arbitration for final and binding settlement without stoppage of work.

19.2 A request for arbitration shall be made within sixty days following the date decision is rendered in writing by the officer designated in the last step of the grievance procedure. The request shall be made by filing written notice thereof with the Canadian Railway Office of Arbitration in accordance with the procedure established by the Canadian Railway Office of Arbitration.

19.3 The time limits specified in Article 19.2 may be extended by mutual agreement between the System Federation General Chairman and the officer designated by the Company.

19.4 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of sixty days prior to the date such grievance was submitted to the immediate supervisory officer in accordance with Article 18.6.

ARTICLE 20

Manning New Lines or Extensions

20.1 Preference in manning new lines or extensions shall be given to employees on promotion territories from which the new lines divert.

ARTICLE 21

Leave of Absence and Transportation

For Union Positions

21.1 Employees elected or appointed to a Union position or as a delegate to any Union activity requiring leave of absence, shall be granted leave for the term of office or until completing the activity as the case may be, for which leave of absence was granted. Applications for, or renewal of such leave, for periods of one month or more must be made by the Union to the Vice-President of the Region on which the applicant is employed. Any elected Union official on leave of absence from his regular position will be credited with compensated service for all time served in his elected union position. Pass transportation will be granted in accordance with Company policy.

Note: Union position referred to above are those in the rank of Local Chairman or higher.

For Other Reasons

21.2 Employees, at the discretion of the Company, may be granted leave of absence of up to three months, permission to be obtained in writing. Unless prevented from reporting for duty on or before the expiration of such leave by illness or other cause for which bona fide leave of absence has been granted, they shall be considered as dismissed from the Company's service. Leave of absence may be extended by application in writing to the proper officer in ample time to receive permission or return to duty at the expiration of such leave. Absolute proof must be furnished as to bona fide sickness which prevented the employee's return to duty at expiration of his authorized leave of absence.

21.3 The name of an employee on authorized leave of absence shall be continued on the seniority list. The appropriate General Chairman shall be advised when the Company grants an employee a leave of absence. Employees on leave of absence for education or personal leave for which authorization has been granted under Article 21.2 of Agreement 10.1 will be required to remit union dues directly to the BMWWE during such leave of absence to maintain their seniority.

21.4 Any employee engaging in other employment while he is on leave, except by mutual agreement between the proper officer of the Company and the System Federation General Chairman, shall be considered dismissed from service.

21.5 Employees shall be granted free transportation in accordance with the current pass regulations.

21.6 Leave of absence and free transportation shall be granted to members of duly appointed committees for the adjustment of matters in dispute between the Company and the employees within ten days after request in writing has

been made to the proper officer.

21.7 Employees shall, if desired, be granted leave of absence and free transportation at least six times each year to attend their meetings. Such free transportation shall not extend beyond their Region; leave of absence shall not exceed five working days and then only when consistent with good service and provided the Company is not put to any additional expense. It is understood that transportation issued in accordance with this Article shall not interfere with the issue of transportation in accordance with the Company's general regulations.

21.8 Employees laid off through reduction, when re-engaged within one year, shall be granted free transportation to place of work over the Region on which formerly employed.

21.9 Opportunity and free transportation shall be given to employees for getting to their place of residence on weekends in accordance with the terms of the current Weekend Travel Assistance letter.
(See Appendix XIII)

21.10 When employees move from one point to another by order of the Company, or in the exercise of their seniority rights, their household effects shall be transported free of charge.

21.11 Where an automobile mileage allowance is paid, such allowance shall be 28 cents per kilometer.

ARTICLE 22

Meals and Lodging

22.1 Employees required to remain away from their headquarters or boarding cars overnight, employees who have no headquarters and are required to be absent from their place of residence overnight or employees, including Relief Foremen, forced to fill temporary assignments in order to protect their seniority, will be afforded one of the following:

a) Effective first of the month following ratification of the Agreement, the Company will provide meals in accordance with paragraphs 22.2, 22.3 or a daily meal allowance of:

**Effective first of the month
\$30.55
following ratification - 1998**

**Effective January 1, 1999
\$31.15**

**Effective January 1, 2000
\$31.77**

Except for foremen, accommodations based on double occupancy where practicable or,

b) Effective the first of the month following ratification of this Agreement, reasonable expenses for meals and lodging which they necessarily incur for each day the employees are scheduled for work at the discretion of the Company. Reasonable expenses for meals and lodging will be as follows:

**Effective first of the month
\$76.44
following ratification - 1998**

**Effective January 1, 1999
\$77.91**

**Effective January 1, 2000
\$79.41**

c) Actual reasonable expenses

Note: Reimbursement may be made through Direct Deposit System (D.D.S.) once per pay period by adding it to their regular wages as a separate item.

The Company retains the right to determine which of the foregoing will apply.

It is understood that the assistance provided for under this paragraph 22.1 is limited to those employees required to be absent from their headquarters, boarding cars, or for employees without a headquarters, from their place of residence, to work at a location which is more than 40 miles in one direction (80 miles return) from their place of residence by the most direct route.

Note 1: For those employees with headquarters or boarding cars, the assistance provided in Article 22.1 will only be provided if they are required to work at a location more than 40 miles in one direction (80 miles return) away from their headquarters or boarding car and provided the new work location is also more than 40 miles in one direction (80 miles return) from their place of residence by the most direct route.

Note 2: For those employees without headquarters, the assistance provided in Article 22.1 will only be provided if

they are required to work at a location more than 40 miles in one direction (80 miles return) away from their place of residence by the most direct route.

The per diem payment for expenses provided for under subparagraph 22.1(b) will supersede any form of living, meals and/or transportation expense or allowance which is provided for by the Company. However, the assistance provided under the terms of Appendix XIII of Agreement 10.1 (Weekend Travel Assistance) will be expanded to include employees receiving per diem expenses provided under paragraph (b) above.

(See Appendix III)

22.2 Employees boarding in Company or contractor's outfits shall not be required to pay for meals while on leave of absence, when absent from outfits on duty or on account of sickness, or when permitted to go home for the weekend and absent for two or more consecutive meals. In the latter case forty-eight hours' written notice must be given to those in charge of outfits of intent to be absent from such meals, otherwise the employee will be charged four dollars (\$4.00) for each meal not taken.

22.3 Subject to Articles 22.2 and 22.6, the charge to employees for meals supplied by the Company or contractor's outfit will be \$2.20 per meal.

All employee meal cost sharing arrangements on gangs which are supplied with a Company Cook, will be eliminated, and such employees will then be charged for meals as outlined above.

22.4 Employees required to stay in a BKD or equivalent accommodation (i.e. kitchen/diner with cook/foreman sleeper unit) effective first of the month following ratification of this

Agreement, will be afforded a per diem allowance for expenses of \$16.24 each. Effective January 1, 1999, \$16.56 and effective January 1, 2000 the amount will be increased to \$16.89. The allowance will apply each day the employees are required to remain at the temporary location.

22.5 In large gangs time will be increased sufficiently for him to perform this duty. Foremen shall be held responsible if there is any excess time devoted to cooking. Employees performing this service shall not be paid for time in excess of that period on any day to other labourers in his gang. Notwithstanding the provisions of Article 22.4, the Company may elect to employ a suitable cook.

22.6 When it can be done without in any way interfering with the work, employees shall be permitted to take meals at their homes. In such cases, no charges for meals shall be made provided that the employee gives a forty-eight-hour written notice to those in charge of outfits of his intent to be absent from such meals, otherwise the employee will be charged four dollars (\$4.00) for each meal not taken.

22.7 Boarding car outfits generally used throughout the years, will be equipped with clean mattresses, and with end doors if required, and as conditions permit such cars as are not fitted with sleeping car type berths will be equipped with steel bunks with springs, and the number of bunks per car will be so regulated that there will not be less than 7.89 cubic meters of space per employee sleeping in the car.

22.8 Intentionally left blank

22.9 Employees required to use their private vehicle to commute from the company supplied accommodation to the work site will be compensated at a rate equal to the one specified in sub-paragraph (d) of the Travel Assistance section of Appendix XIII.

ARTICLE 23

Attending Court or Investigations

23.1 Employees attending court or investigations at the request of the proper officer of the Company, or required to attend inquests in which the Company is concerned, will be paid at schedule rates for each day lost, and reasonable expenses actually incurred while away from home. This will not apply where men are required for examination for promotion, disability, to meet legal requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Company.

Jury Duty

23.2 An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- (a)** An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b)** The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty days in any calendar year.
- (c)** No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay.

An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.

(d) Notwithstanding the provisions contained in the last sentence of paragraph (c) above an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.

ARTICLE 24

Section Houses and Dwellings

24.1 The Company shall keep section houses in good repair, the cost of repairs other than those due to ordinary wear and tear shall be charged to the occupants, their surroundings must be kept clean by the occupants. The Company shall also furnish, when required, storm doors, storm windows (for cold sections of the country), and shall also furnish window and door screens when necessary.

24.2 Regular section houses shall be for the use of Track Maintenance Foremen and their families only, unless with the consent of the occupants.

24.3 Where necessary at outlying points where other living accommodation is not available, suitable quarters for sleeping and eating shall be provided for Pumpmen, Trackmen/Track Maintainers, Signalmen and Watchmen, which shall be kept in good repair.

24.4 Where it is necessary to transport water for the use of the employees living in Company dwellings, good water and suitable receptacles shall be provided. When water is not available in the vicinity, and is not supplied by the Company, it may be obtained on the Company's time.

24.5 Before water is used from an unknown source, it must be analyzed to ensure that it is safe for human consumption.

ARTICLE 25

Vacation With Pay

25.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Article 25.2 hereof, shall be allowed one working day's vacation with pay for each twenty-five days' cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of ten working days until qualifying for further vacation under Article 25.2.

25.2 Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least three years and has completed at least 750 days cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16-2/3 days cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of fifteen working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 25.3.

Note 1: An employee covered by Article 25.2 will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 25.1. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such

employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

25.3 Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 9 years and has completed at least 2,250 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 12-1/2 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 25.4.

Note 2: An employee covered by Article 25.3 will be entitled to vacation on the basis outlined therein if on his tenth or subsequent service anniversary date he achieves 2,500 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 25.2. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

25.4 Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 19 years and has completed at least 4,750 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Article 25.5.

Note 3: An employee covered by Article 25.4 will be entitled to vacation on the basis outlined therein if on his twentieth or subsequent service anniversary date he achieves 5,000 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 25.3. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

25.5 Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days of cumulative compensated service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8-1/3 days of cumulative compensated service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

Note 4: An employee covered by Article 25.5 will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he achieves 7,250 days of cumulative compensated service; otherwise his vacation entitlement will be calculated as set out in Article 25.4. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

25.6 In the application of Article 25.5, the Company will have the option of:

- (i) Scheduling an employee for five weeks' vacation with

the employee being paid for the sixth week at pro rata rates;
or

(ii) Splitting the vacation on the basis of five weeks and one week.

25.7 A year's service is defined as 250 days of cumulative compensated service.

25.8 In computing service under Articles 25.1, 25.2, 25.3, 25.4, and 25.5, days worked in any position covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

25.9 Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

25.10 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized Local Union representative.

25.11 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

25.12 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least fifteen (15) working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date.

This Article 25.12 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

25.13 An employee will be compensated for vacation at the rate of pay he would have earned had he not been on vacation during such period.

25.14 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Articles 25.1, 25.2, 25.3, 25.4, and 25.5 and if not granted shall be allowed pay in lieu thereof.

25.15 An employee who is laid off shall be placed on vacation for any vacation due him at the beginning of the current calendar year and not previously taken, and if not subsequently recalled to service during such year shall, upon application be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

This Article will not apply if employees are recalled to service for jobs of less than 45 days, as specified in Article 17.8.

25.16 An individual who leaves the service of his own accord

or who is dismissed for cause and not reinstated in his former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 25.1.

25.17 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

25.18 Applications for vacation from employees filed between December 15th of the previous year and January 31st, shall, insofar as it is practicable to do so, be given preference in order of service of the applicants under Agreement 10.1 and its supplements. Such applicants will have preference over later applicants. Applicants will be advised and the vacation dates allotted will be posted, in February, and unless otherwise mutually agreed, employees must take their vacation at the time allotted.

25.19 Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st or who change location and vacation list shall take their vacation at a time to be prescribed by the Company.

Where practicable the employee will be given a two-week written notice of his/her vacation allotment.

25.20 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation.

The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.

ARTICLE 26

Shift Differentials

26.1 Employees whose regularly assigned shifts commence between 1400 hours and 2159 hours shall receive a shift differential of 40 cents per hour, (45 cents per hour, effective January 1, 1993) and employees whose regularly assigned shifts commence between 2200 hours and 0559 hours shall receive a shift differential of 45 cents per hour, (50 cents per hour, effective January 1, 1993). Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

ARTICLE 27

Compensation for Additional Positions

27.1 When additional positions or classifications are created, compensation shall be fixed in conformity with agreed rates for similar positions or by agreement between System Federation General Chairman and officers of the Company.

ARTICLE 28

Injured on Duty

28.1 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for their full shift.

ARTICLE 29

Paid Maternity Leave Plan

29.1 The Maternity Leave Plan shall be that Plan established by the Non-Operating Employee Benefit Plan Agreement dated June 18, 1985, as revised, amended or superseded by any Agreement to which the parties to this Agreement are signatories.

ARTICLE 30

Bereavement Leave

30.1 Upon the death of an employee's spouse, child, parent, brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandchild or grandparent the employee shall be entitled to three days' bereavement leave without loss of pay provided he has not less than three months' cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his regular wages for that period to the employee to whom leave is granted.

Employees who while on annual vacation are bereaved, shall

be entitled to suspend their vacation and revert to bereavement status in accordance with the above.

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 Benefits Regulations, so long as such person is residing with the Eligible Employee.

ARTICLE 31

Life Insurance Upon Retirement

31.1 An employee who retires from the service of the Company subsequent to January 1, 1991, will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$5,000 life insurance policy, fully paid up by the Company.

ARTICLE 32

Dental and Extended Health Care Plans

32.1 The Dental Plan shall be that Plan established by the Dental Plan Agreement dated July 25, 1986, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

32.2 The Extended Health Care Plan is established by the Extended Health Care Plan Agreement dated July 25, 1986, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

ARTICLE 33

Contracting Out

33.1 Effective February 3, 1988, work presently and normally performed by employees who are subject to the provisions of this collective agreement will not be contracted out except:

- (1)** when technical or managerial skills are not available from within the Railway; or
- (2)** where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (3)** when essential equipment or facilities are not available and cannot be made available at the time and place required (a) from Railway-owned property, or (b) which may be bona fide leased from other sources at a reasonable cost without the operator; or
- (4)** where the nature or volume of work is such that it does

not justify the capital or operating expenditure involved; or

(5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or

(6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

33.2 The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.

33.3 At a mutually convenient time at the beginning of each year and, in any event, no later than January 31 of each year, representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.

33.4 The Company will advise the Union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be not less than 30 days.

33.5 Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the General Chairman, or equivalent, requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate company representative will promptly meet with him for that purpose.

33.6 Should a General Chairman, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

33.7 Where the Union contends that the Company has contracted out work contrary to the provisions of this Article, the Union may progress a grievance commencing at the Regional Vice-President level (or equivalent). The Union officer shall submit the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

ARTICLE 34

General

Cleaning Latrines

34.1 Employees shall not be required to clean out public station latrines or septic tanks.

Stoves in Tool Houses

34.2 The use of stoves will be permitted in tool houses.

Performance of Maintenance of Way Work by Employees Outside of Department

34.3 Except in cases of emergency, employees outside of the maintenance of way service shall not be assigned to do work which properly belongs to the maintenance of way department.

Handling Snow Plow Tarpaulins

34.4 Except where shop hands are not available, employees in charge of snow plows shall not be required to put on or take off snow screens or tarpaulins of engines.

Payments to Employees

34.5 At the discretion of the Company, all payments to employees will be through the Direct Deposit System.

ARTICLE 35

Certificate of Service

35.1 Employees leaving the service of the Company shall be furnished with certificate of service, if requested.

35.2 Persons entering the service of the Company will within 30 days from date of employment have returned to them all service cards and letters of recommendation which had been taken up for inspection by the Company, except those addressed to or issued by the Company.

ARTICLE 36

In Term Committee

36.1 The Company and the Brotherhood agree to the establishment of an In Term Committee which shall meet twice yearly, or more often as may be agreed to by the parties, to deal with business issues affecting the membership of the Brotherhood and problems arising from the administration of the Agreement.

36.2 The In Term Committee shall consist of six (6) members, three (3) of whom shall be appointed by the Brotherhood and three (3) of whom shall be appointed by the Company. The parties shall name a like number of persons to act as substitutes. Each party will elect one person from their own members to act as Co-Chairperson.

36.3 The Co-Chairpersons shall arrange for meetings of the In Term Committee and will agree on the meeting agenda. Items for inclusion on the agenda shall be exchanged between Co-Chairpersons two (2) weeks in advance of the meeting. It is agreed that items dealing with a revision to the Agreement or interpretation or application of the Agreement

will be submitted in writing to the other party thirty (30) days in advance of the meeting.

36.4 Amendments to the Agreement, when agreed upon by both parties, shall form part of the Agreement.

ARTICLE 37

Employment Security and Income
Maintenance Plan

37.1 The provisions of the Employment Security and Income Maintenance Plan dated April 21, 1989, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories, will apply to employees covered by this Agreement.

ARTICLE 38

Deduction of Dues

38.1 The Agreement signed at Montreal, Quebec on February 7, 1953 by and between the Railways and the respective labour organizations providing in Article 3 for the deduction of dues is made a part hereto, as Appendix VIII, as are subsequent amendments thereto, and employees hereby will be subject to these provisions.

(See Appendix VIII)

ARTICLE 39

Jurisdiction

39.1 For the carrying out of this Agreement, the Company shall, except as otherwise provided, deal only with duly authorized committees of its maintenance of way employees. At the beginning of each year the System Federation General Chairman will furnish the regional or other officer in charge with the names of the committees authorized to deal with such matters in their respective territories.

ARTICLE 40

Seasonal Staff Reduction

40.1 The Company will provide the Brotherhood and affected employees with 30 days notice of seasonal staff reductions where practicable.

ARTICLE 41

Health and Welfare

41.1 Health and Welfare benefits will be provided in accordance with Employee Benefit Plan Supplemental Agreement dated July 25, 1986, as revised, amended or superseded by any agreement to which the parties of this Collective Agreement are signatories.

ARTICLE 42

Printing of Agreements

42.1 The Company will undertake the responsibility for the printing of this Agreement and Agreements supplemental hereto as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

ARTICLE 43

Duration of Agreement

43.1 This Agreement, as amended and updated, shall remain in full force and effect until December 31, 2000, and thereafter, subject to three months' advance notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to September 30, 2000.

Signed at Montreal, Quebec this 26th day of February 1998.

For the Canadian National
Railway Company:

(Sgd.) R.J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

For the Brotherhood of
Maintenance of Way
Employees:

(Sgd.) R.A. Bowden
System Federation
General Chairman
Eastern System
Federation

(Sgd.) R.F. Liberty
System Federation
General Chairman
Western System
Federation

APPENDICES

APPENDIX I

UNDERSTANDINGS

With the exception of the following understandings contained in Agreement 10.1, all previous understandings between the Company and the Brotherhood of Maintenance of Way Employees are null and void.

No. 1 - ARTICLE 2.1

Question:

How are employees to be paid when twenty minutes is taken for lunch?

Answer:

If a man took twenty minutes in his lunch hour he would be paid for 40 minutes at time and one-half rate. If, however, twenty minutes is taken for lunch during regular working hours there would be no loss of pay, and he would be allowed time and one-half if required to work through the regular lunch hour.

No. 2 - ARTICLE 11.2

Question:

If an employee had been instructed to relieve a Foreman at Point B, would he be entitled to the Foreman's rate of pay while travelling to and from Point B?

Answer:

Unless he was voluntarily exercising his seniority rights, he would be paid under Article 11.2 of Agreement 10.1 at his regular rate until he assumed the duties of Foreman at Point B and he would be paid in accordance with the same clause at Foreman's rate when travelling from Point B to resume his regular duties.

No. 3 - ARTICLE 14.3

Question:

What is meant by the term "service" as contained in Article 14.3 of Agreement 10.1?

Answer:

Date of entry into service as a Maintenance of Way Employee under this Agreement.

No. 4 - ARTICLE 16.9

Question:

Should a person who left the service of his own accord be required, upon re-employment, to serve the probationary period as stipulated in the supplementals before receiving the minimum rate established by the schedule?

Answer:

The object of the probationary period is to secure a qualified person for the service. Therefore if the experience of an applicant meets the requirements of this Article he is, if employed, entitled to the minimum schedule rate.

No. 5 - ARTICLE 18.2

Question:

When an employee is dismissed from the service of the Company and later reinstated in a lower classification, can he displace any junior employee or only fill a vacancy?

Answer:

It was considered that, generally speaking, this question should be automatically decided by the terms under which the man returns to the service of the Company. This is a question which would best be determined by the representatives of the Brotherhood and the Local Officers of the Company who would have full particulars with respect to the case.

Generally speaking, they should be guided by the principle that the return of an employee to the service of the Company, who has been dismissed or demoted for cause, should not be permitted to displace other employees.

APPENDIX II

THE RAILWAY ASSOCIATION OF CANADA

Montreal, Quebec
March 13, 1970

Mr. C. Smith
Vice-President
Brotherhood of Maintenance
of Way Employees
115 Donald Street
Winnipeg 1, Manitoba

Referring to your discussion today with Mr. J.C. Anderson, Vice-President, Industrial Relations, CP Rail, in which you expressed the concern on the part of some members of your General Committee as to the manner in which the Railways intend to apply the new starting time rules agreed to in the Memorandum of Settlement signed on February 18, 1970.

We are prepared to advise the line officers that the purpose of the flexibility in starting times is to permit them to establish or adjust starting times which will enable a particular work force to function in the manner that will achieve higher productivity. It was realized by all concerned at the negotiations that maintenance and construction work on the Railways' facilities must, to the extent possible, be performed at times when conditions permit the undertaking to be progressed in the most efficient and productive manner and the purpose of the rule is to meet these conditions. There is no intention whatever that starting times be changed as you put it to suit the personal desire or convenience of any Company officer. Starting times will not be changed except where it is necessary to do so to obtain proper productivity and efficiency in the work force.

The foregoing is consistent with the application of starting time flexibility in the other collective agreements in the railway industry.

Yours truly,

(Sgd.) D.M. Dunlop
Chairman, Operating Committee

(Sgd) K.L. Crump
Executive Secretary

APPENDIX III

January 20, 1982

Mr. J.G. Gagnon, Reg. Chief Engineer, Moncton
Mr. F.S. Barker, Reg. Chief Engineer, Montreal
Mr. D.A. Stewart, Reg. Chief Engineer, Toronto
Mr. R.D. Miles, Reg. Chief Engineer, Winnipeg
Mr. R.M. Bailey, Reg. Chief Engineer, Edmonton

One of the Article III demands submitted by the Brotherhood of Maintenance of Way Employees was to reduce the period of time employees may be required to work before being allowed an opportunity to eat. The provisions of the Collective Agreement to which the Brotherhood referred were Articles 2.10 and 22.1.

The concern expressed by the Union in relation to the application of Article 2.10 related to situations where employees who are allowed a twenty-minute-meal period are required to work without being permitted their meal period in the fifth or sixth hour of service. Their concern in relation to Article 22.1 related to situations where employees who are called to work outside of their regular working limits are required to work longer than 6 hours without food in circumstances where overtime is required.

While they recognized that in emergency situations, circumstances may necessitate some minor delays in obtaining meals, they indicated concern in those situations when the delays were such that the result was protracted periods without food.

After discussing this demand, the Union agreed to the retention of these rules in their present form on the understanding that their concerns would be brought to the

attention of those responsible for the organization of work in the above situations. The Union was told that you would be requested to ensure that an opportunity for meals would be provided as indicated.

Yours truly,

(Sgd.) P.R. Richards
Chief Engineer

cc: Mr. A. Currie
Mr. P. Legros
Mr. A. Passaretti

APPENDIX IV

CANADIAN NATIONAL RAILWAY COMPANY

CP RAIL

Montreal, Quebec
March 5, 1982

Mr. J.D. Hunter
Chairman
Associated Non-Operating
Railway Unions
2300 Carling Avenue
Ottawa, Ontario
K2B 7G1

Dear Sir:

This has reference to the granting of holidays to employees who as a part of their regular assignment work in more than one province where the holidays differ.

Following review of this subject it has been established that, under the circumstances, employees who by the nature of their work may be required to work in more than one province, will be granted holidays with pay on the basis of the location of their headquarters, irrespective of where they may actually be working on the holiday in question.

The same principle applies to employees who transfer their headquarters from one province to another, in that they would be granted holidays with pay on the basis of their headquarters at the time the holiday occurs.

However, as a consequence of employees' transferring from

one province to another, no employee shall be entitled, if qualified, to less than or more than a total of eleven general holidays in any year.

This letter will supersede previous letters on this subject.

Yours truly,

(Sgd.) W.H. Morin
Vice-President
Labour Relations
Canadian National
Railway Company

(Sgd.) R. Colosimo
Vice-President
Industrial Relations
CP Rail

APPENDIX V

Montreal, Quebec
April 26, 1982

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees
Suite 1
1708 Bank Street
Ottawa, Ontario
K1V 7Y6

Dear Sir:

This has reference to discussions during current contract negotiations with respect to the railway's proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the Brotherhood will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement, place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that he is qualified for and has the

ability to perform.

A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.

Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able bodied employee believes that the provisions of this letter will result in undue hardship, the General Chairman may discuss the circumstances with the Company.

The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If you are in accord with the above, would you please so indicate below.

Yours truly,

(Sgd.) W.H. Morin
Vice-President
Canadian National Railways Company

I CONCUR:

(Sgd.) A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees

APPENDIX VI

Montreal, Quebec
February 15, 1984

Mr. P.A. Legros
System Federation
General Chairman
Eastern Lines
Mr. A.F. Currie
System Federation
General Chairman
Western Lines

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees

For some time now the unions and many people in management have expressed varying degrees of dissatisfaction with the current discipline system. Your Brotherhood's concerns were manifested in contract demands served in recent years which included changes to the discipline and investigation provisions of the Collective Agreements.

During discussions both the Brotherhood and the Company recognized that much of the problem with the current system, i.e. the apparent friction, emanated from the system itself. The parties were interested in exploring ways of lessening the formal aspects of the investigation procedure, and undertook to develop a system that would:

- (a) better define the role of the fellow employee or

accredited representative appearing with an employee at an investigation;

(b) allow the Company to assess a level of discipline without the need for a formal investigation.

While continuing to adhere to the concept of a formal system for employees involved in major situations, the new system contains a procedure that will, under certain circumstances, permit the Company to assess discipline to a maximum level of fifteen demerit marks without the necessity of a formal investigation. It has built-in safeguards which enable an employee to request a formal investigation in the event he is not satisfied with the results of the informal investigation. Any discipline assessed may, as usual, be appealed through the grievance procedure, but commencing at Step II.

The new discipline system will have two separate and distinct procedures. One procedure (Informal) will apply in the majority of cases involving incidents which are considered minor in nature. Minor incidents involving employee infractions are defined as those which would warrant fifteen or less demerit marks in the event the employee is found responsible. The second procedure (Formal) will apply in more serious situations, i.e. those falling into what might be termed the major category.

The informal procedure is designed to be simple and easily understood. It does away with the need for any formal statement taking and the traditional question and answer format. It is hoped and indeed expected that this new approach will tend to eliminate or at least substantially reduce the apparent friction caused by the formal method.

In response to Brotherhood requests the formal procedure contains changes which have been made on an experimental basis. Our belief, however, is that the informal process will

prove to be more advantageous for all concerned and that the need for formal statement taking in future will diminish as the success of the informal process becomes evident.

One of the changes to the formal procedure requested by the Brotherhood dealt with the role of the "fellow employee" appearing at investigations. The Brotherhood wanted this role redefined with the view to expanding his responsibilities at a formal hearing. In fact, the role of the fellow employee has evolved through changes brought about by discussion between the parties and various decisions of Arbitrators throughout the past several years. It is clear that the presence of the fellow employee is not that of a mere observer and that certain rights have now been accepted by the parties. It was therefore agreed, that in the new discipline system, the term accredited representative will be used and the term fellow employee will be dropped. The parties have acknowledged that the additional rights provided the accredited representative will in no way undermine the current procedure which is designed to bring out the facts of the case and to provide for a fair and impartial hearing. It is in the light of this understanding that the Company is prepared to define the role of the accredited representative appearing at a formal investigation as follows:

The employee under investigation may discuss with his accredited representative any questions directly related to and having a bearing on the alleged irregularity under review. However, this practice is not to be abused so as to impede investigation through the employee holding such discussions prior to answering routine questions, such as name, occupation, work location, hours of work, etc. Also, the accredited representative will be permitted to raise questions through the officer conducting the investigation during the course of the investigation. It will be the responsibility of the investigating officer to rule on whether or not such questions are relevant. Whether considered relevant or irrelevant, the

question and answer will be recorded.

It is to be emphasized that any advice given by the accredited representative to the effect that the employee under investigation should not answer a relevant question will not be accepted by the officer conducting the investigation. The investigation will be conducted in a proper and dignified manner and at all times under the control of the person conducting the investigation. The role of the accredited representative as well as the officer conducting the formal investigation will be monitored by the Union/Management Monitoring Committee.

The progress of the new discipline system is to be monitored at the Regional and System levels. The monitoring teams will be comprised as follows:

Regions - System Federation General Chairman, the Regional Chief Engineer and the Manager Labour Relations.

The System Steering Committee comprising the current negotiating groups will continue to meet periodically to monitor the results of the new discipline system, to ensure consistency in application and to adjudicate if necessary, on matters dealing with the overall intent and objectives of the program.

Throughout these discussions, some fear was expressed by both sides that some of the proposed changes would encourage the parties to take advantage of certain situations. The Brotherhood expressed the fear that any loosening of the formal structure where traditional safeguards were removed, as in the proposed informal process, would invite certain supervisors to take advantage of employees who were now stripped of the protection provided by the formal system. Assurances were given that this aspect would be carefully

monitored to ensure proper application in line with the principles involved.

On the other hand, some members of management are apprehensive that certain people might misconstrue the instruction of this change as signalling a new laissez-faire approach to discipline and are concerned that performance factors, i.e. accidents, personal injuries, etc., might suffer as a consequence.

In fact, neither of these perceptions is correct. Both the Company and the Brotherhood agree that there must be some form of discipline system. It is, therefore, not a question of whether some action will be taken, but rather a question of the mode or process that will be employed to bring about the desired result in keeping with the philosophy of the Company's discipline policy. The success of the new discipline system will depend to a large extent on the good faith and genuine commitment of those involved. To aid in this endeavour, the Company will provide appropriate training for both Company and Brotherhood (Local) officers directly involved. Brotherhood officers will be paid for such training. In addition, those employees affected by the changes will be apprised of the program jointly by Brotherhood and Management officers and informed of the discipline provisions that will apply to them.

Would you please indicate your concurrence with the foregoing by signing this letter in the space provided below.

Yours very truly,

(Sgd.) D.C. Fraleigh
Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd.) Paul A. Legros	(Sgd.) A.F. Currie
System Federation General	System Federation General
Chairman Eastern Lines	Chairman Western Lines
Brotherhood of Maintenance	Brotherhood of Maintenance
of Way Employees	of Way Employees

APPENDIX VII

Montreal, Quebec
April 26, 1982

Mr. D.W. Blair,	Vice-President, Atlantic Region, Moncton
Mr. Y.H. Masse,	Vice-President, St. Lawrence Region, Montreal
Mr. G.A. Van de Water,	Vice-President, Great Lakes Region, Toronto
Mr. R.J. Hansen,	Vice-President, Prairie Region, Winnipeg
Mr. R.A. Walker,	Vice-President, Mountain Region, Edmonton
Mr. J.L. Cann	Vice-President, Operations, Montreal
Mr. J.L. Ball	Comptroller CN Rail, Montreal
Mr. R.J. Tingley,	President and General Manager, CN Marine, Moncton
Mr. P.A. Clarke,	President and General Manager, TerraTransport, St. John's

One of the proposals made by the Associated Non-Operating Unions in the recent negotiations was that when, in the application of the applicable grievance procedure, a decision was not rendered by the designated officer of the Company the claim will be paid or in the case of a grievance not involving a time claim the grievance would be allowed.

During negotiations the Union representatives explained that the major problem was that some designated officers were not complying with the intent of the grievance procedures. They specifically mentioned that cases not involving monetary claims were not dealt with within the specified time limits; also very brief replies were being given by the Supervisors without

dealing with the points raised by the Union Representative in his letter.

We undertook to remind you of the importance of dealing with all grievances within the prescribed time limits. It is appreciated that there may be an unusual case that cannot be handled within the time limits. In such instances, you should request an extension of time limits from the appropriate Union Representative. In addition we expect that the appropriate Supervisor will state his reasons for declination in relation to the statement of grievance submitted by the Union Representative.

Would you please see that this matter is brought to the attention of all Supervisors and that grievances directed to them are handled in accordance with the provisions of the applicable Wage Agreement.

(Sgd.) W.H. Morin
Vice-President
Labour Relations
Canadian National Railway Company

cc: Mr. J.D. Hunter
Mr. J.E. Platt
Mr. R.C. Smith
Mr. A. Passaretti

APPENDIX VIII

UNION DUES AGREEMENT

DEDUCTION OF DUES

1. The Railways shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the appropriate Organization, subject to the conditions and exceptions set forth hereunder.

2. The amount to be deducted shall be equivalent to the uniform, regular dues payment of the appropriate Organization which is signatory to the Agreement covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the applicable Agreement excepting to conform with a change in the amount of regular dues of the appropriate Organization in accordance with its constitutional provisions. The provisions of this Article shall be applicable to each individual Organization on receipt by the Railway concerned of notice in writing from such Organization of the amount of regular monthly dues.

3. Employees promoted temporarily to a non-schedule official or excepted position, will be subject to dues deductions while working temporarily on this non-schedule, official or excepted position. In the event there is a legal strike by the BMWWE or a legal lockout of the BMWWE, such employees will be returned to the Union ranks.

Employees occupying a permanent non-schedule, official or excepted position upon conclusion of this round of

national negotiations and employees promoted permanently to such position will have the option of paying a union assessment. Employees who elect to pay the union assessment shall continue to accumulate seniority in the groups from which promoted. Employees who elect not to pay the union assessment shall cease accumulating seniority but shall retain the seniority rights already accumulated up to the date upon which they elect to cease paying the union assessment. The union assessment referred to above will not exceed the union dues paid by employees represented by the BMWWE.

4. Membership in any of the Organizations signatory hereto shall be available to any employee eligible under the constitution of the applicable Organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, color or religion.

5. Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.

6. If the wages of an employee payable on the payroll which contains the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee and the Railways shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

7. Employees filling positions coming within the scope of more than one Wage Agreement in the pay period in which deduction is made shall have dues deducted for the Organization holding the Agreement under which the

preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.

8. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Railways, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

9. The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Railways to the officer or officers of the Organization concerned, as may be mutually agreed by the Railways and the applicable Organization, not later than forty days following the pay period in which the deductions are made.

10. The Railways shall not be responsible financially or otherwise, either to the Organization or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Railway shall adjust it directly with the employee. In the event of any mistake by the Railway in the amount of its remittance to the Organization, the Railway shall adjust the amount in a subsequent remittance. The Railway's liability for any and all amounts deducted pursuant to the provisions of this article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Organization.

11. The question of what, if any, compensation shall be paid the Railways by the Organizations signatory hereto in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.

12. In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Railways pursuant to paragraph (1) of this Agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Organization or any of them counsel fees are incurred these shall be borne by the Organization or Organizations so requesting. Save as aforesaid the Organizations, jointly and severally, shall indemnify and save harmless the Railways and each of them from any losses, damages, costs, liability or expenses suffered or sustained by them or any of them as a result of any such deduction or deductions from payrolls.

APPENDIX IX

CANADIAN NATIONAL RAILWAYS

CP RAIL

Montreal, Quebec
April 28, 1978

Mr. R.E. Peer
Chairman Associated Railway Unions
Negotiating Committee
Suite 1
332 Lafleur Avenue
Ville LaSalle, Quebec
H8R 3H5

Dear Mr. Peer:

The following letter will be sent to line management:

"This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees, except Running Trades and Sleeping, Dining and Parlor Car employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

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

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

The nature of work in which the Running Trades and Sleeping, Dining and Parlor Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the Collective Agreements covering these employees contemplates their services being interrupted by storm conditions and there are arrangements in their Collective Agreements in respect thereto. Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees."

Yours truly,

FOR THE RAILWAYS SIGNATORY TO THE MASTER
AGREEMENT:

(Sgd.) S.T. Cooke
Assistant Vice-President
Labour Relations
Canadian National Railways

(Sgd.) R. Colosimo
Assistant Vice-President
Industrial Relations
CP Rail

APPENDIX X

CANADIAN NATIONAL RAILWAY COMPANY

(CN RAIL DIVISION)

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the System Rail Changeout Program.

1. The two System Rail Changeout Machines accompanied by the regional support gangs are expected to operate as follows.

- Rail Changeout Gang No. 1 working with the R.C.O. machine will operate predominantly on the Eastern Regions, and

- Rail Changeout Gang No. 2 working with the R.C.O. machine will operate predominantly on the Western Regions.

Either one of the Machines could operate on any of the Company's five Regions depending on operational requirements.

2. The employees working in the following classifications may be required to accompany the R.C.O. Machine from one Region to another.

Extra Gang Foreman
Assistant Extra Gang Foreman
Operator/Maintainer
Mechanic "A"
Machine Operator Group I
Machine Operator Group II

3. The hourly rates of pay for employees working in the classifications described in Clause 2 above who are governed by the conditions of this Memorandum of Agreement shall be 12% above the basic rates of pay provided in their respective Collective Agreement.

4. The positions listed in Clause 2 above shall be bulletined on a system basis to all five (5) Regions in accordance with the terms of the applicable Agreement except that they will include the following order of preference:

(a) Employees who were awarded a position identified in Clause 2 above in the previous operating season will be given first preference for such positions in the next operating season.

(b) Should there be no applicants for a position from employees who held such positions in the previous operating season, consideration will be given in the following order of preference:

(i) Applicants from the Eastern Regions will have preference on R.C.O. machine no. 1.

(ii) Applicants from the Western Regions will have preference on R.C.O. machine no. 2.

Where several positions in the same classification are required to be filled in accordance with Clauses (b) (i) or (b) (ii) above, they will be awarded to the senior qualified

applicants, except that such awards will be equalized between the Regions to the extent possible.

Employees awarded positions in accordance with this Clause will not be subject to displacement.

5.

(a) An employee who fails to bid on any position he held in the previous operating season shall forfeit such position unless prevented by illness or other cause for which a bona fide leave of absence has been granted.

(b) The System Federation General Chairman and the System Engineer Production will mutually agree on the status of an employee who, for just cause, must leave his position during the operating season.

6. The Operator/Maintainer position will, qualifications being sufficient, be awarded on the basis of Mechanic "A" seniority. All other positions will be awarded in the usual manner. Failure to bid on these positions will not constitute failure to protect Regional seniority.

7. An Extra Gang Foreman who could hold work as such shall not forfeit his seniority as an Extra Gang Foreman if for training purposes, he bids in a position as an Assistant Extra Gang Foreman under the terms of this Memorandum of Agreement.

8. Should the operations of the Rail Change Out Gangs be temporarily suspended for any reason, the affected employees covered by this Memorandum of Agreement shall, if temporarily released to return to their former positions, continue to be paid the rate of pay provided for in Clause 3 above.

9. Successful applicants awarded positions bulletined in

accordance with this Memorandum of Agreement may be required to commence work on their assigned position prior to the date on which the Program is bulletined to commence. In such cases, employees will be governed by the work week provisions of Agreement 10.1. In addition, such employees will be compensated at the straight time rate of pay during regular working hours if not required to work on the day prior to the day on which the work cycle is scheduled to commence.

10. An employee occupying a bulletined position or filling a vacancy covered by this Memorandum of Agreement will be allowed transportation expenses (in line with the provisions of the current Weekend Travel Assistance letter issued by the Chief Engineer) to his place of residence once per work cycle provided that he is working on other than his "home" region. Such transportation expenses may include flying by schedule airline where necessary. Consideration will be given to special cases.

It is understood that the Weekend Travel Assistance letter mentioned above will eliminate payment of meal, taxi, motel/hotel and all other incidental expenses that the employee may incur in the course of his travelling to and from his place of residence on his rest days.

11.

(a) When a general holiday specified in Article 10 of Agreement 10.1 falls on a day which does not coincide with an employee's rest days, it may with the approval of the System Federation General Chairman concerned, be moved and granted in conjunction with the employee's rest days.

(b) When such substitution takes place the employees will be compensated at the straight time rate for work performed on the day originally designated as the general holiday. When employees are required to work on the day to which

the general holiday was moved, they shall be compensated in accordance with Article 10.8 of Agreement 10.1.

12. In the application of the grievance procedure contained in the Collective Agreements governing the services of employees covered by this document, the Program Supervisor shall be considered Step I. The officer in Step II will be the Regional Chief Engineer where the alleged violation occurred and the officer at Step III will be the System Engineer Production.

13. Except as otherwise provided herein, Agreement 10.8 shall apply to employees on the Extra Gang Foreman and Assistant Extra Gang Foreman positions. Agreement 10.13 shall apply to employees on the R.C.O. Attendant positions. Agreement 10.3 shall apply to employees on Operator/Maintainer, Mechanic "A" and Machine Operator positions.

14. The terms of this Memorandum of Agreement shall be subject to the parties obtaining an appropriate permit from the Minister of Labour under the terms of subsection 29.1 (1) of the Canada Labour Code Part III.

15. This Memorandum of Agreement shall become effective on the date of signing and shall remain in effect thereafter from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Such cancellation notice may only be served during the period October 15 to November 15 in any year.

Signed at Montreal, Quebec, this 17th day of November, 1983.

FOR THE COMPANY:

(Sgd.) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd.) A.F. Currie
System Federation General
Chairman CN Western Lines

(Sgd.) P.A. Legros
System Federation General
Chairman CN Eastern Line

APPENDIX XI

June 29, 1984

Mr. P.A. Legros
System Federation General
Chairman
Brotherhood of Maintenance
of Way Employees
Suite 300
353 Dalhousie St.
Ottawa, Ontario
K1N 7G1

Mr. A.F. Currie
System Federation General
Chairman
Brotherhood of Maintenance
of Way Employees
115 Donald St.
Winnipeg, Manitoba
R3C 1M1

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees
Suite 1
1708 Bank St.
Ottawa, Ontario
K1V 7Y6

Gentlemen:

This will confirm our understanding concerning employees covered by Agreement 10.1 or Agreements supplemental thereto who are disciplined in the form of a demotion, restriction or dismissal. Under these circumstances, the following will apply.

1. An employee who is demoted, suspended or restricted for a period of one year or less will have his position bulletined as a temporary vacancy and will, upon termination of such discipline, return to his former position.

2. An employee demoted or restricted on a permanent basis, or discharged will have his position advertised on a temporary basis provided that such discipline is being appealed within the time limits specified in the grievance procedure.

3. An employee who is permanently demoted or dismissed and subsequently reinstated in his former classification shall not have any displacement rights. Such employee will only be permitted to fill temporary vacancies and must exercise his seniority on the first permanent vacancy in the classification in which reinstated under the terms of the agreement. Failure to so exercise his seniority will result in forfeiture of seniority in that classification.

If you concur with this understanding, would you please so indicate by signing below.

Yours truly,

(Sgd) J.R. Gilman
For: D.C. Fraleigh
Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) A.F. Currie
System Federation
General Chairman
Western Lines

(Sgd) P.A. Legros
System Federation
General Chairman
Eastern Lines

(Sgd) A. Passaretti
Vice-President

APPENDIX XII

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the employees splitting their vacation covered by Agreement 10.1.

IT IS AGREED THAT:

1. Employees with three or more weeks vacation will be permitted to make one vacation split.
2. Vacations will be allocated in accordance with an employee's seniority and choice.
3. Except as otherwise provided herein, the terms of Agreement 10.1 are applicable to employees covered by this Memorandum of Agreement.
4. This Memorandum of Agreement is effective 1 January 1986. It is subject to cancellation on 60 days' notice by either party to the other. Such cancellation notice may be served in the month of October of any year to become effective on 1 January of the succeeding year.
5. The application of this Memorandum of Agreement will be reviewed by the parties signatory hereto subsequent to 1 October 1986, and, if found satisfactory, will be incorporated into the Collective Agreement with the deletion of Item 4 above.

SIGNED AT Montreal, Quebec, this 10th day of July 1985.

FOR THE COMPANY:

(Sgd.) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd.) A.F. Currie
System Federation General
Chairman CN Western Lines

(Sgd.) G.Schneider
System Federation General
Chairman CN Eastern Line

APPENDIX XIII

March 13, 1986

Mr. P.A. Legros
System Federation General
Chairman Eastern Lines
Brotherhood of Maintenance
of Way Employees

Mr. G. Schneider
System Federation General
Chairman Western Lines
Brotherhood of Maintenance
of Way Employees

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees

Gentlemen:

This refers to the travel assistance which is to be provided to employees represented by your organization for getting to their home location on weekends or rest days. The parties have recognized that such arrangements must be fair and practical, must not be permitted to interfere with the performance of the work and must not place an unreasonable economic burden upon the railways.

They have also recognized the need for suitable restrictions on the frequency of trips and the establishment of minimum and maximum distances.

The parties have concluded that a variety of means must be employed to assist the employees with weekend travel and that the determination of the means to be applied in any given situation must rest with the appropriate Company officers.

Qualification

In order to qualify for weekend travel assistance an employee must be required to work away from his home location on a regular basis (a minimum of 5 consecutive days prior to the weekend). If such work is on a permanent position, which has an established Headquarters location, there must be an acceptable reason for the employee not relocating his home to the Headquarters location, such as remoteness of the location or limited housing at the location.

Travel Assistance

As mentioned above the means to be used to assist employees with weekend travel will vary and the determination of which will apply in each case will rest with the appropriate Company Officers. The means that may be employed are:

(a) Train Service

(b) Company vehicles

(c) A fixed expense allowance

(d) A mileage allowance which is to be determined separately for the eastern and western Regions. Such allowance will be based on actual bus fares in effect on August 1st of each year on sample bus routes. The sample bus routes to be used are attached as Appendix "A". The fares will be converted into an average mileage rate and rounded to the nearest cent. For example, if a round trip is 104 miles and costs \$10.00, the cost per mile is therefore $\$10.00 \div 104 = 9.62$ cents. Sample bus fares, once converted, are then averaged to determine the applicable mileage rate.

(e) Any other means which meets the criteria mentioned in the first paragraph of this letter; or

(f) Any combination of a, b, d, and e above.

The adequacy of train service where it is considered as a means for weekend travel is of course a very relative matter. Waiting time, travelling time, and the alternatives available must all be considered. This basic criteria are that the means used must be fair and practical, must not interfere with the performance of the work and must not place an unreasonable economic burden upon the railways. Where there is a difference of opinion between an employee and his Supervisor in this regard, the local Union representative or the General Chairman and the Supervisor should confer in an effort to resolve the difference.

Where a work location is accessible by road the Company shall be under no obligation to provide assistance when the distance to be travelled is forty miles or less in one direction (eighty miles or less return).

The Company's obligation under this arrangement shall not exceed beyond the limits of the Region on which the employee is working.

For employees who are granted a mileage expense allowance, payment shall be limited to 2,700 miles in any one calendar month. However, under special circumstances, after discussions between the General Chairman and the Regional Chief Engineer, the latter has the flexibility to increase this maximum.

Administration

Claims for payment under the terms of this arrangement must be made monthly in accordance with Company instructions.

The provisions contained in this letter are effective immediately and all previous Weekend Travel Assistance letters are cancelled.

The mileage allowance calculation referred to in (d) above will be put into effect on 1 October in each year.

Yours truly,

(Sgd) J.P. Green
For: Assistant Vice-President
Labour Relations

APPENDIX "A"
 Sample Bus Routes

Western Regions				
Region	Company	From / To	Return Mileage	
Prairie	Greyhound	Winnipeg - Portage	104	
	Greyhound	Winnipeg - Gladstone	188	
	Greyhound	Winnipeg - Brandon	402	
	Greyhound	Winnipeg - Saskatoon	1060	
	Greyhound	Winnipeg - Regina	720	
	Greyhound	Winnipeg - The Pas	904	
Mountain	Greyhound	Edmonton - Edson	260	
	Greyhound	Edmonton - Wainwright	250	
	Greyhound	Edmonton - Valemount	610	
	Greyhound	Edmonton - Prince George	940	
	Greyhound	Vancouver - Kamloops	610	
	Greyhound	Vancouver - Jasper	1130	

Eastern Regions				
Region	Company	From / To	Return Mileage	
Atlantic	S.M.T.	Moncton - St. John	190	
	S.M.T.	Moncton - Truro	290	
	Acadia	Halifax - Truro	116	
	Acadia	Truro - Sydney	394	
	Voyageur	Campbellton - Mt. Joli	220	
	Voyageur	Campbellton - Gaspé	440	
St. Lawrence	Voyageur	Montreal - Drummondville	122.4	
	Voyageur	Rivière-du-Loup-Montmagny	154.4	
	Voyageur	Montreal - Quebec	307.8	
	Voyageur	Montreal - Ottawa	252	
	Voyageur	Montreal - Val D'Or	657.8	
	Voyageur	Quebec - Rimouski	384	

Eastern Regions - cont'd				
Region	Company	From / To	Return Mileage	
Great Lakes	Gray Coach Lines	Toronto - Port Hope	126	
	Gray Coach Lines	Toronto - Barrie	120	
	Gray Coach Lines	Toronto - Parry Sound	300	
	Gray Coach Lines	Toronto - London	250	
	Gray Coach Lines	Toronto - Windsor	446	
	Gray Coach Lines	Toronto - North Bay	456	

APPENDIX XIV

February 6, 1989

Mr. R.A. Bowden
System Federation
General Chairman
Brotherhood of
Maintenance of Way
Employees
2775 Lancaster Road,
Suite 3
Ottawa, Ontario
K1B 4V8

Mr. G. Schneider
System Federation
General Chairman
Brotherhood of
Maintenance of Way
Employees
115 Donald Street
Winnipeg, Manitoba
R3C 1M1

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees
2775 Lancaster Road, Suite 1
Ottawa, Ontario
K1B 4V8

Gentlemen:

During Article III negotiations, the Brotherhood explained that their demand with respect to Article 3.1 of Agreement 10.1 was submitted for two reasons.

Firstly, they expressed a concern that employees were required to work at wrecks and derailments without accommodation being provided. Consequently, employees had no place to rest other than the vehicles which were used to transport them to the work site.

Secondly, they expressed a concern that employees at wreck or derailment sites were not being provided with the same standard of meals as employees represented by other Unions.

This will confirm our commitment that instructions will be issued to Field Officers to ensure that employees who are called to work at wrecks or derailments will be provided with the same standard of accommodation and meals that is being provided to employees represented by other Unions.

The Company will also undertake to communicate this commitment to their respective Regional Officers that are responsible for dispatching employees to work at wrecks and derailments.

Yours truly,

(Sgd) P.R. Richards
Chief Engineer

APPENDIX XV

February 28, 1989

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees
2775 Lancaster Road
Suite #1
Ottawa, Ontario
K1B 4V8

Dear Mr. Passaretti:

During national negotiations your Union expressed concern about non-schedule supervisors performing work normally done by employees covered by collective agreements between Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees.

This will confirm the opinion expressed by the Company's representative that the Main function of such supervisors should be to direct the work force and not engage, normally, in work currently or traditionally performed by employees in the bargaining unit.

It is understood, of course, there may be instances where, for various reasons, supervisors will find it necessary to become so engaged for brief periods. However, such instances should be kept to a minimum.

This matter will be brought to the attention of our operating officers.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

APPENDIX XVI

Memorandum of Agreement between the Company and the Brotherhood of Maintenance of Way Employees concerning the implementation of three levels of Extra Gang Foremen including training, qualification and awarding of these positions.

1. In accordance with article 27.1 of agreement 10.1, it is agreed that the Company will amend article 6 of agreement 10.8 and reclassify existing positions of Extra Gang Foremen (EGF) to classifications of Level I, II or III. Separate seniority list will be established for each of these levels. Attachment "A" outlines the EGF classifications by gang type. This Memorandum of Agreement will be inserted into Agreement 10.8 as Appendix XV.

2. 1997 rates of pay will be as follows:

Level I	\$19.968	
Level II	\$21.000	Upon Ratification of the National Agreement
Level III	\$22.265	After full implementation of Article 6.3

3. Rates of pay for employees who hold EGF seniority as of 31/12/97 will be maintained at a minimum of Level II while working as an EGF Level I. Employees establishing seniority on Level I positions on or after implementation of this agreement will receive the above rate of pay for Level I positions.

4.

a) Employees holding EGF seniority as of 31/12/97 will be permitted to occupy any EGF position at Level I. Employees holding EGF seniority as of 31/12/97 will be permitted to

occupy Level II positions for the 1998 and 1999 work seasons. Commencing with the 2000 work season, employees applying for a Level II position must have successfully completed Level II training.

b) In the event the Company does not provide training in any given year for Level II positions and in the absence of sufficient applicants qualified at level II, the Company will appoint in order of seniority, EGF Level I employees to these positions. These employees will receive the Level II rate of pay but, will not be classified as a EGF Level II nor will they accumulate seniority in that classification until they are awarded such a position by bulletin.

c) Employees holding EGF seniority as of MMM DD, 1998 (date of ratification of the National Agreement) and who are unable to hold an EGF Level II position after 1999 due to a lack of qualifications from not being trained while a junior employee occupies such position, will be considered as qualified for the position. His/her name will be placed on the EGF Level II seniority list immediately preceding the name of the junior employee. His/her name will carry an asterisk showing he/she must successfully complete Level II training. Failure to successfully complete the Level II training will result in the removal of the employee's name from the seniority list.

d) Level I positions will be awarded in line with present practices as outlined in Supplemental Agreement 10.8. Training for Level I positions will be provided when there are a sufficient number of newly awarded Level I EGF to form a class.

5. Training is tentatively scheduled to commence on:

Level I	February 1997
Level II	Spring 1998

Level III Fall 1998 / Spring 1999

6.1 The following articles will apply for EGF training:

Scheduling	article 7.7 of agreement 10.1
Re-testing	articles 7.10 & 7.11 of
agreement	10.1
Termination of	
training	article 7.15 of agreement 10.3
Expenses	
(Classroom	
Training)	article 7.15 & 7.16 of agreement
	10.1

(These articles are reproduced on attachment "B")

6.2 EGF positions Level I & II will be advertised in accordance with article 3 of agreement 10.8 and except as provided in Article 4 above, employees will be awarded positions in order of seniority provided they are qualified.

6.3 Provisions for EGF Level III positions:

a) Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.8, and will be awarded first on the basis of EGF Level III seniority then, on the following basis:

b) Employees must be able to efficiently lead, guide, direct employees and the gang's operation in the effective and safe performance of work.

c) Applicants' qualifications will be evaluated by means of Supervisory reviews, tests and interviews. Positions will be awarded to the employee with the best qualifications, where qualifications are equal, the positions will be awarded as follows:

- i) in seniority order to applicants holding seniority as EGF Level II.
- ii) in seniority order to applicants holding seniority as EGF Level I.
- iii) in accordance with Article 2.6 of Supplemental Agreement 10.8.
- iv) then other employees with the most service under Agreement 10.1.

d) On the initial appointment to a Level III position, the Company and the employee will have up to 130 days from the date the employee commences work as an EGF Level III to evaluate performance. An employee who voluntarily removes himself or who fails to meet the requirements of the position may, based on operational requirements, displace onto Level II then Level I positions then will return to his former position. During this 130 day period the employee's former position will be advertised as temporary.

e) In the absence of sufficient applications or for temporary vacancies, the Company will appoint in order of seniority, EGF Level II employees to these positions. These employees will receive the Level III rate of pay but, will not be classified as a EGF level III nor will they accumulate seniority in this classification until they are awarded such a position by bulletin.

7. Employees occupying positions of EGF Levels I, II or III will only be subject to displacement by other employees senior to them in their respective level.

8.

a) The requirements for qualifications, training and corresponding tests to be used, will be established by the Company.

b) The System Federation General Chairmen will be given

an opportunity to review written course material to be used including subsequent modifications. If he considers such course material not in line with the bona fide job requirements for the position, the System Federation General Chairmen may appeal such material starting at Step III of the grievance procedure.

Signed this 26th day of February 1998 in Montreal, Quebec

For the Company:

For the Brotherhood:

(Sgd) R.J. Dixon
Assistant Vice-President
Labour Relations

(Sgd) R.A. Bowden
System Federation
General Chairman

(Sgd) R.F. Liberty
System Federation
General Chairman

Attachment "A"
EXTRA GANG FOREMAN LEVELS

<u>LEVEL</u>	<u>EXAMPLE</u>
III	<ul style="list-style-type: none">- Major Tie- Rail- Undercutter- Sled- Destressing- Turnout Construction- Concrete Tie Repair
II	<ul style="list-style-type: none">- CAT- PMI- Rail Testing- Surfacing- Switch Ties- Turnout- Utility- Rail Pickup (CWR)- Other Tie Gangs- Major Lift- Gopher / Supergopher- Special Construction
I	<ul style="list-style-type: none">- Rail Anchor- Rail Pickup- Rail Unloading- Slag Unloading- Tie Pickup- Tie Unloading

Note: _____ The level of these gangs will be reviewed prior to commencement of the production season but no later than the 30 November of the preceding year by request from either party.

Attachment "B"

Articles referred to in clause 7.1 of Memorandum of Agreement re: Extra Gang Foremen

Article 7.7 of Agreement 10.1

The Company shall determine the order in which employees will receive their training. The selection will be based on seniority order to the extent practicable. However, senior employees shall not lose seniority in a higher classification to junior employees when, through no fault of their own, such senior employees have not had the opportunity to take training and qualify. Until they take training, such senior employees shall, while occupying a position in a higher classification, be paid the rate applicable to qualified employees.

Article 7.10 of Agreement 10.1

Employees taking training will be required to take the corresponding oral, practical and/or written tests. Trainees who fail on the first attempt will be given a second opportunity to pass such test prior to the expiration of two years' cumulative compensated service, unless otherwise mutually agreed. Regular employees who fail a test on the first attempt will be given a second opportunity to pass such test within a reasonable period of time.

Article 7.11 of Agreement 10.1

Regular employees who fail twice on any test will be considered for further testing on their own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing must apply in writing to their supervisor requesting an appointment.

Article 7.15 of Agreement 10.3

Employees may not voluntarily terminate training; however, in the event the employee does request either permanent or temporary termination, the Company reserves the right to consider each case on its merit. In the event an employee is permitted to terminate training for a temporary period due to illness or extraordinary personal circumstances, reinstatement in Extra Gang Foreman training shall be at the discretion of the Company. (modified to remove reference to Mechanic "B")

Article 7.15 of Agreement 10.1

While in training, employees will be paid at the rate of pay they would have received had they not been in training and will be allowed actual reasonable away-from-home expenses necessarily incurred. Time spent travelling, up to a maximum of eight (8) hours each way, will be paid to employees directed by the Company to attend training at an away-from-home location. Should such training be held at a location which is on another Region, then the employee will receive payment for all time travelling to attend such training. The Company will determine the method of travel and payment will be made at the employees' regular rate of pay.

Article 7.16 of Agreement 10.1

The Company shall provide each employee taking training

with text books and/or other written material required for training which will remain the property of the Company and must be returned on request or on leaving Maintenance of Way service.

Appendix XVII

August 21, 1998

Mr. R.A. Bowden System Federation General Chairman Brotherhood of Maintenance of Way Employees 2775 Lancaster Road, Room 3 Ottawa, Ontario K3B 4V8	Mr. R.F. Liberty System Federation General Chairman Brotherhood of Maintenance of Way Employees 2989 Pembina HW, Room 208 Winnipeg, Manitoba R3T 2H5
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Gentlemen:

During the last round of National Negotiations both parties agreed to meet during the closed period of the Agreement with the view to reduce and modernize the number of classifications presently in use in collective agreement 10.1.

From August 18th to 20th, 1998 the parties met in Toronto to discuss various closed period commitments including the one mentioned above. During our discussions it was agreed that a list of classifications currently not in use would be created and placed as an appendix to Agreement 10.1.

This list of classifications would contain the title of the classification, the supplemental agreement under which it was governed and the January 1, 1997 rate of pay of the classification. Should a classification contained in this list be required in the future, it will be re activated under the same supplemental agreement as it previously was and the rate of pay will be re-constructed from the 1997 rate of pay to the date of re-activation.

Attached for your information is a list of classifications which,

with this letter, will form part of the newly created appendix XVII to be attached to agreement 10.1.

If you agree that the above properly reflects the content of our discussions, would you please so indicate by signing and returning a copy of the letter and its attachments to the undersigned.

Yours truly,

(Sgd) N. Dionne
For: Assistant Vice-President
Labour Relations and
Employment Legislation

We agree:

(Sgd) R.A. Bowden	(Sgd) R.F. Liberty
System Federation General	System General Chairman
Chairman CN Eastern Lines	Chairman CN Western Lines

Hereunder is the list of classifications which are currently not in use:

Supplemental Agreement 10.8

Title	January 1, 1997 rate of pay
IRS Foreman	\$18.507
Signalman, Bridgetender Mechanical Operation and Watchman	
First Year	\$15.010
Second Year	\$15.268
Thereafter	\$15.418
PORT ARTHUR ORE DOCK	
Leading Hand	\$17.604
Crane Operator	\$17.006
Crane Operator Helper	\$16.759
Ore Handler	\$16.667
Watchman	\$15.591
ENGINEERING YARD, BELLEVILLE	
Welder, 1 - 12 mos.	\$17.997
Welder, 13 - 24 mos.	\$18.198
Welder, 25 - 36 mos.	\$18.427
Welder, 37 - 48 mos.	\$18.930
Welder, Thereafter	\$19.422
Butt Weld Operator	\$19.422
Butt Weld Inspector	\$19.433
Utility Grinder Operator	\$16.847
Glued Joints Assembler	\$16.847
Helper	\$15.843

Supplemental Agreement 10.9

Title	January 1, 1997 rate of pay
Blacksmiths, Pump Repairers, Masons, Bricklayers, Plasterers	
Less than 2 years' experience	\$17.997
2 & under 3 years' experience	\$18.427
3 & under 4 years' experience	\$18.930
4 or more years' experience	\$19.422
Bridge Operators and Bridgetenders	
Bridge Operators	
St. Louis	\$18.520
Bridgetenders Group No. 1	
Canso Causeway	\$15.922
Grand Narrows	\$15.922
Rose Point	\$15.922
Bridgetenders Group No. 2	
Fenelon Falls	\$15.591
Sorel	\$15.591
Smith Falls	\$15.591
Peterboro	\$15.591
Hasting	\$15.591
Glen Ross	\$15.591
Nassau	\$15.591
Derrick Operator (Western Regions only)	\$17.597
Labourer 1st year	\$15.010
2nd year	\$15.262
Thereafter	\$15.218
Divers (Per Day)	\$197.917

Appendix XVIII

September 21, 1998

Mr. Gary Housch
Vice President
Brotherhood of Maintenance of Way Employees
2775 chemin Lancaster Road
Ottawa, Ontario
K1B 4V8

Dear Mr. Housch:

With reference to the letter you sent to Richard Dixon dated September 2, 1998 outlining the questions you raised with us at our meeting in July, I wanted to personally respond to you on behalf of CN.

First, with reference to your question regarding the possibility of the merger with IC impacting on CN's existing transcontinental trackage north of the Great Lakes, I stated that there was no risk at all as our Canadian transcontinental route is the linch pin of our network and that this will remain an integral part of CN's operations.

Secondly, you asked if the new routing through Chicago could cause a shift in our focus with resulting reductions in manpower on the trackage north of the Great Lakes. As you know we continue to look for ways for controlling our costs and making the most of our various assets; therefore I would not have been in a position to predict the future in terms of what the staffing levels would have been on this trackage had we not purchased the Illinois Central. What I can say is that there will be no layoffs on our Northern Ontario routing as a direct result of the IC merger and we will continue to maintain this trackage to the standards we have set in order to provide excellent service to our customers.

Lastly, you raised your concern about the long term viability of the DWP. As I stated and Michael Sabia reinforced, the DWP will become an even more important link into the Chicago area.

It is clear that with the assistance of you and your members CN can cross this important cross roads in its history to become the pre-eminent railroad in North America. Your members have been instrumental in the history of CN and it is our hope that the merger with Illinois Central will enhance our relationship.

Also, this confirms that the above letter will form part of the Collective Agreement.

Yours truly,

(Sgd) J.T. McBain
Executive Vice-President
Operations

cc: Richard Dixon

AGREEMENT 10.3

Between

THE CANADIAN NATIONAL RAILWAY COMPANY

and

**THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES**

Governing

**Rates of Pay and Rules for
Employees in the Work Equipment Department**

Supplemental to Agreement 10.1

Effective January 1, 1998

Revised and Reprinted August 1998

(version française disponible sur demande)

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ARTICLE 1

Coverage and Definition of Employee

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ARTICLE 2

Seniority Status and Lists

2.1 Except as provided in Article 2.15 a new employee shall not be regarded as permanently employed until after 90 working days' service, and within such period may without investigation, be removed for cause which in the opinion of the Company renders him undesirable for its service. If retained, his seniority as a Work Equipment employee shall commence from the date on which he first entered service in a classification coming within the scope of this Agreement.

2.2 Intentionally left blank

2.3

(a) Western Federation:

Employees in the service covered by this Agreement awarded positions coming within the scope of another Maintenance of Way Agreement by bidding on bulletined positions will have their seniority rights protected until they can be released from such service to take the awarded position.

(b) Eastern Federation:

Employees having seniority under this Agreement who, while working in this Agreement, bid on and are awarded bulletined positions coming within the scope of another Maintenance of Way Agreement, shall not forfeit their seniority rights in this Agreement and shall be released from such service to take the awarded position provided there is a junior qualified employee available to fill the vacancy if such vacancy is required.

2.4 Employees appointed by bulletin to positions in a seniority group, will be accorded a seniority date in such group and in all lower-rated groups in which they have not previously established seniority.

New employees hired directly into positions of Mechanic "A" or Mechanic "B" will not at any time establish seniority in Machine Operator categories as a result of the application of this article.

2.5 Intentionally left blank

2.6

(a) Western Federation

Except as provided in Article 2.19, an employee who obtains a position by bid in a lower classification when work is available in a higher classification shall forfeit his seniority in such higher classification.

(b) Eastern Federation:

While working under this Supplemental Agreement and except as provided in Article 2.20, employees who obtain a position by bid in a lower classification in this Supplemental Agreement when work is available in a higher classification shall forfeit his seniority in such higher classification.

2.7

a) Regional seniority lists for the following classifications shall be established and maintained for each Region, i.e., Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions. The exercise of seniority shall be restricted to each Region.

Field Maintainer
Operator/Maintainer
Mechanic "A"
Mechanic "B"
Permanent Machine Operator
Machine Operator Special Group
Machine Operator Group I, II & III
Helper

Note: Western Federation only: For permanent Machine Operators and Operator/Maintainers seniority lists will not be established

(b) An Operator/Maintainer is a Work Equipment employee qualified as a Mechanic "A" who is required, by bid, to operate and maintain designated machines and support equipment such as, for example, Plasser Undercutter, Super Gopher GO-4, Rail Pick-up Unit, P811, R.C.O., etc.

2.8 A Field Maintainer is a Work Equipment employee regularly assigned to work on the line with minimum supervision excluding Mechanics "A" assigned to a gang or in a shop. He will ordinarily be a promoted Mechanic "A", and could be considered a trouble shooter not attached to any particular gang. (See Appendix "D")

2.9 A Mechanic "A" is an employee who has successfully completed the approved Work Equipment Mechanics' Training Program, or equivalent, and has been awarded a position as Mechanic "A".

2.10 A Mechanic "B" is an employee who has applied and found to be qualified to participate in the Work Equipment Mechanics' Training Program, and who is in training for the position of Mechanic "A". A Mechanic "B" may perform the work generally recognized as Mechanic "A" work under supervision.

2.11 A Mechanic "B", not working as such, shall be required to work as Operator in the highest Operator Group in which his seniority and qualifications entitle him to work. However, seniority permitting, he may be required to operate and maintain designated types of machines for on-the-job training and experience purposes.

2.12 A Mechanic "B" shall be accorded a seniority date as Mechanic "A", 48 months retroactive from the date he completes his training as a Mechanic "B". In no case will retroactive seniority as Mechanic "A" be earlier than the date employee was accepted for training as Mechanic "B".

2.13 Mechanics "B" will be recommended and selected for training on the basis of demonstrated ability and seniority.

2.14 During the training course, periodic tests and evaluations will be conducted and, in the event a Mechanic "B" is not performing in an overall satisfactory manner, he will, if released from training within a period of one year, be allowed to revert to his regular position, if released after such period he must displace the junior employee of his class or exercise his seniority on a vacancy. An exception to the foregoing is that an employee who first entered service as a Mechanic "B" may be released from service.

2.15 To qualify for the position of Mechanic "A" the applicant must have successfully completed the Mechanic "B" training program or must present satisfactory proof that he

has the equivalent experience, skill and technical education. A new employee hired as a Mechanic "A" shall be on probation for a period of 130 working days pursuant to Article 16.2a) and b) of Agreement 10.1.

2.16 Upon successful completion of the Mechanic Training Program, a Mechanic "B" will be required to exercise his displacement rights (provided such employee is senior) on the junior Mechanic "A" in the Work Equipment Shop of his choice, or bid a permanent vacant Mechanic "A" position. An employee failing to do so within 10 days of completing his training shall forfeit his seniority and his employment relationship will be severed.

2.17 In event of staff reduction a Mechanic "B" in training may not be displaced as a Mechanic "B". If the total number of Mechanics "B" in training is to be reduced, such trainees shall be released from training in order of seniority and be subject to recall as Mechanics "B" in seniority order.

2.18 Except as provided in Article 2.17, employees promoted or transferred to the classification of Machine Operator or Mechanics "A" and "B", shall retain and continue to accumulate seniority in classifications in which they had previously established seniority.

2.19 A machine Operator, upon completion of his A) Assignment on a particular machine, shall, if required, exercise his seniority, if qualified, in the group in which he is working. If not required, or if a junior qualified employee is available who may be assigned, he may be permitted to exercise his seniority in a lower group by bidding or displacing. For example, when a Group I Operator completes his assignment, as Group I Operator, he may displace a junior Group I Operator or if a junior qualified Group I Operator is available and thus he is not required as a Group I Operator, he may exercise his seniority into a lower group

(i.e.: completion of assignment means the termination of the bulletined position).

2.20 Machines in Groups I, II and III may be operated by Extra Gang Labourers or other employees for temporary periods when no regular Operator is immediately available. Employees temporarily operating such machines will not establish Operator seniority and will be compensated in accordance with this Agreement.

Eastern Federation only:

Machine Operator who is affected by a staff reduction will be required, provided he is qualified, to exercise his displacement rights in accordance with Article 2.19 or exercise into a higher classification.

2.21 Machine Operators, if qualified, shall be promoted from Helper to Seniority Group No. III and to Seniority Group No. II to Seniority Group No. I and to the Special Group in seniority order. Should it be necessary to promote a junior Operator due to a senior Operator(s) not being available because of the requirements of the Company's service, or because a senior Operator(s) is on authorized leave of absence, the name of the senior Operator(s) together with the name of the junior Operator so promoted, will be added to the Group I or Special Group seniority list in the order in which their names appear on the Group II or Group I seniority list. The date so established shall be the date accorded the junior Operator promoted.

2.22 Permanent Machine Operators are Machine Operators required, on their assigned territory, to operate and service all work equipment machines for which qualified.

2.23 Permanent Machine Operators will perform other duties, as may be required, to keep them gainfully employed,

notwithstanding that such duties may normally be performed by employees who come under the jurisdiction of other Agreements Supplemental to Agreement 10.1.

2.24 As deemed necessary, permanent Machine Operators will be provided training on work equipment machines. When so required, permanent Machine Operators will undergo such training.

2.25 Permanent Machine Operators will be required to operate work equipment machines outside their bulletined assigned territory where no regular or qualified Machine Operators are available, or in cases of emergency.

2.26

(a) Permanent Machine Operators may only bid temporary vacancies or positions, provided such vacancies or positions are on a classification higher than that of the permanent position held.

(b) Permanent Machine Operators will not be required to bid on permanent or temporary positions on a higher classification in order to protect their seniority in such higher classification.

2.27 Western Federation only:

(a) With the exception of Extra Gang Foremen and Assistant Extra Gang Foremen, employees working in other agreements supplemental to Agreement 10.1 shall be required to protect their Machine Operator seniority in the Special Group, Group I and Group II classifications. Failure to do so will result in forfeiture of their seniority in this Agreement.

(b) An employee holding Extra Gang Foreman or Assistant Extra Gang Foreman seniority will be required to protect such seniority when vacancies occur.

Eastern Federation only

2.28 On Operator/Maintainer position will be awarded on the basis of Mechanic "A" seniority, provided that the employee is qualified.

Eastern Federation only

2.29 An Assistant Operator/Maintainer position will be awarded on the basis of Machine Operator Group I seniority provided that the employee is qualified.

ARTICLE 3

Bulletining and Filling Positions

3.1 When there are positions to be bulletined, traditional or electronic bulletins will be issued on the first Tuesday of each month covering all vacancies or new positions of forty-five (45) days or more.

When traditional bulletins are issued, they will be posted promptly in places accessible to all employees affected. When electronic bulletins are issued they will be accessible through the utilization of electronic means such as telephones (800 number), electronic mail, faxmittal etc. A copy of each bulletin will be furnished to the Local Chairman and General Chairman of the territory involved.

This Article is not intended to preclude the issuance of individual bulletins on other than the first Tuesday of each month should circumstances so warrant in any particular instance.

3.2 Left blank intentionally.

3.3 Except as provided in Article 15.10 of Agreement 10.1, when it is known in advance that there will be a vacancy or new position, it will be included in the next bulletin issued.

3.4 Bulletins will provide the following: classification or position (if temporary, the expected duration), Group number for Machine Operators, the Area(s) or, where practicable starting times and the Headquarters location where the employee(s) will normally be expected to work, rate of pay and living accommodation, if any.

3.5 Employees desiring such position will submit applications, either in writing or by electronic means, which application must reach the designated officer not later than the fourteenth day after the date of the bulletin. Applicants must forward copy of their applications to the Local Chairman. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

3.6 An employee who has applied for a position may cancel his application provided written or electronic cancellation is sent to the designated officer and the Local Chairman prior to the closing date of the bulletin. At the same time, such employee must notify his supervisor that he is cancelling his application. An employee may bid on a vacancy created by himself but will not be appointed to such vacancy unless there are no other applicants or until it again becomes vacant.

3.7 Where a vacancy exists and no qualified employee is available on that Region, qualified laid-off employees on the other Region will be given preference, in seniority order, before new men are hired. A laid-off employee who desires such work will be loaned to the other Region and he will be subject to recall to his own Region as provided in Article 4. His name will be carried on a separate list on the other Region. When recalled, should he desire to remain on the other Region he must so signify, in writing, within fifteen (15) days from date recalled, in which event he will be accorded seniority from the last date he commenced work on the other

Region and will forfeit his seniority on his former seniority territory.

3.8 Vacancies or new positions under this Agreement will be bulletined as such to employees holding seniority under this Agreement then to other employees in the Maintenance of Way Department. Unfilled vacancies will be awarded giving preference to employees in order of service under Agreement 10.1 with the exclusion of Extra Gang Labourers. In the absence of sufficient applications Extra Gang Labourers will be considered.

ARTICLE 4

Staff Reduction and Recall to Service

4.1 A displaced employee unable to hold work in his own classification or group must within ten (10) days and if qualified, displace an employee junior to him or bid in a vacancy in the next lower classification or group. Except as otherwise provided in Article (2.19 East) and (2.20 West). In the event such employee fails to exercise his seniority within ten (10) days, unless prevented by illness, or other cause for which bona fide leave of absence has been granted, he will forfeit all seniority under this Agreement.

4.2 A laid-off employee shall, if qualified and available, be returned to the service in order of seniority when staff is increased, or when vacancies occur.

4.3 A laid-off employee who is employed elsewhere at the time he is notified by registered mail to report for duty may, without loss of seniority, be allowed forty five (45) days in which to report, providing:

(a) That it is definitely known that the duration of work will not exceed forty (45) days;

(b) That other laid-off employees in the same seniority group are available;

(c) That written application is made to his supervisory officer immediately on receipt of notification to resume duty.

4.4 A laid-off employee who fails to report for duty, or to give satisfactory reasons for not doing so within fifteen (15) days from date of notification, shall forfeit his seniority rights under this Agreement, and his name shall be removed from the seniority list.

ARTICLE 5

Entry Level Pay Rates and Rate Progression

The entry level pay rates for all new employees shall resume as:

(i) Employees who have attained less than 7 months cumulative compensated service will be paid at 85% of any amount specified;

(ii) Employees who have attained 7 months or more but less than 14 months cumulative compensated service will be paid at 90% of any amount specified;

(iii) Employees who have attained 14 months or more but less than 21 months cumulative compensated service will be paid at 95% of any amount specified;

(iv) Employees who have attained 21 or more months cumulative compensated service will be paid the full amount specified in Article 5.1.

0 - 7 months service	85%	of rate specified in 5.1
8 - 14 months service	90%	of rate specified in 5.1
15 - 21 months service	95%	of rate specified in 5.1
Thereafter	100%	of rate specified in 5.1

Rates of Pay

5.1

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Field Maintainer	20.463	20.872	21.289
L.H. Work Equipment	20.501	20.911	21.329
Mechanic "A"	19.736	20.131	20.534
Mechanic "B"			
1 - 12 months	17.428	17.777	18.133
13 - 24 months	17.628	17.981	18.341
25 - 36 months	17.855	18.212	18.576
37 - 48 months	18.372	18.739	19.114

CLASSIFICATION	EFFECTIVE			
	Jan. 1/98 \$	Oct. 2/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Machine Operator				
Special Group	19.650	19.750	20.143	20.544
Group I	18.877	18.977	19.355	19.740
Group II	17.949	18.049	18.408	18.774

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Group III	16.755	17.090	17.432
Oiler-Helper*	16.346	16.673	17.006
Helper	16.160	16.483	16.813
Operator/Maintainer	20.257	20.662	21.075
Assistant Operator/Maintainer	18.962	19.341	19.728

* This bulletined position contemplates a helper on a diesel locomotive and burro type crane who is carrying out the duties of a helper and, in addition, is working toward qualifying on the machine. Successful applicants to the position must show acceptable progress to the Company's satisfaction on the machine within a period of up to 60 working days. This period may be extended by agreement between the General Chairman and the proper officer of the Company. Should the incumbent be disqualified the next senior applicant will be assigned.

Note 1: One month of Cumulative Compensated Service will consist of 21 days or major portion thereof; therefore, 7 months of service equates to (7 X 21) 147 days of cumulative compensated service.

Note 2: Any employee being paid a starting rate in accordance with Article 5.1 will have all of his cumulative compensated service under Agreement 10.1 applied to determine his rate of pay when he enters work in a different classification.

5.2 Leading Hand Work Equipment positions may be established as required. Temporary vacancies of less than thirty days required by the Company to be filled, shall be filled by the best qualified employee immediately available. Vacancies of thirty days or more will be bulletined. Appointments to such positions shall be on the basis of the best qualified employee to fill the position. Where qualifications are equal, the greatest seniority in the highest rated group will govern.

Employees will not establish seniority as a result of being appointed to a Leading Hand Position, however, they will have an asterisk (*) placed beside their names on the seniority list to signify that they are qualified to fill such positions.

5.3 A Machine Operator who, with the proper authority, undergoes training to qualify as Operator for another Work Equipment Machine shall be paid at the rate of pay applicable to the machine he would have been operating had he not undertaken such training.

ARTICLE 6

Grievance Procedure

See Article 18.6 of Agreement 10.1

6.1 Left blank intentionally

ARTICLE 7

Mechanic Training Program

7.1 Except as otherwise provided in this Article, employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time and during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may arrange with the interested employees to exchange positions for the short temporary periods without affecting the rates of the employees concerned.

7.2 Although the selection of candidates for Mechanic "B" training will be by the Company, applications for consideration as such will be accepted from any employee of the Maintenance of Way Department. The following requirements will be given consideration when selecting candidates for training:

- (a)** Candidates shall undergo assessment tests covering mathematics, mechanical aptitude and comprehension, and oral and written communication.
- (b)** Machine Operators shall receive preference.
- (c)** Candidates shall have a minimum of Grade 10

education or have knowledge and/or experience to the extent that they would have the equivalent of a Grade 10 education. Should an employee not possess such qualification, the Company may assist the employee in obtaining such equivalent education.

(d) Employees accepted as Mechanics "B" in accordance with the above shall be appointed as such in seniority order in accordance with Company requirements.

7.3 Trainees will be advised of the results of examinations and appraisal of on-the-job performance. In the event progress is unsatisfactory he will be so advised in writing, and also of any action to be taken as a result of such unsatisfactory progress.

7.4 When a Trainee has successfully passed all the required examinations and tests, and has met all the requirements of the training, he will be given a letter by the Company certifying to this fact, and he will receive a Certificate of Completion.

7.5 The training contemplates four (4) years' duration. Each training year to include two (2) consecutive semesters. During each semester the Trainees will be required to attend approximately 50 hours of classroom instruction and receive related on-the-job training. Maximum use will be made of technical school facilities and instructors; however, Company facilities may be used and Company instructors may also be employed in addition to technical school instructors as required. During the portion of the training year when classes are not being held, Trainees will be required to accept assignments in the field which will enable them to acquire the necessary field training and experience in the repair, maintenance, and operation of the various types of Work Equipment, Roadway Machines and Power Tools.

7.6 Where practical, Trainees will receive on-the-job training, attend instruction classes, and be given examinations during regular working hours. Where it is impractical to arrange hours so that a combination of hours worked in the Shop and classroom hours does not exceed a spread of 8 hours excluding the meal period, then the accumulation of classroom hours may be arranged. The time off duty in lieu of this accumulation of hours shall be arranged to meet operational requirements.

7.7 Trainees will be required to take practical and/or written tests in conjunction with each semester of training.

7.8 Assessment of examination results, in conjunction with appraisal of trainee progress of on-the-job training, shall be conducted periodically for the purpose of determining whether students are to continue in the training.

7.9 An appraisal committee to assess progress will consist of the following persons:

Regional Supervisor Work Equipment Mtnce
(or equivalent)

Shop Foreman and/or Assistant Foreman

Instructors or other Work Equipment Supervisors who possess first hand knowledge of the trainees' performance.

7.10 A log record for each Trainee shall be maintained showing progress in classroom and for on-the-job training.

7.11

(a) The Company will pay any required tuition costs, and at its discretion, compulsory student fees, etc., for Mechanic "B" Trainees who are required to enroll at a technical school or similar institute for training under the terms of this Agreement.

The Company shall provide each employee taking the training with the necessary textbooks, and instructional literature to permit him to participate in classroom activities, and to complete home study assignments in preparation for examinations.

(b) Time spent travelling, up to a maximum of eight (8) hours each way, will be paid to employees directed by the Company to attend training at an away-from-home location. Should such training be held at a location which is on another Region, then the employees will receive payment for all time travelling to attend such training. The Company will determine the method of travel and payment will be made at the employees' regular rate of pay.

7.12 Foremen, Assistant Foremen, Field Maintainers and Mechanics "A" will be expected to participate in the Mechanics "B" training program by assisting the Trainees to acquire the knowledge and practical experience essential for their development and proficiency in servicing, maintaining and repairing all types of Work Equipment, Roadway Machines and Power Tools.

7.13 In event a Trainee fails to pass one or more examinations, he may be given an opportunity to rewrite the examination(s) on a supplemental basis, providing it is approved by and he meets the requirements set by the technical institute and the Company.

7.14 In the event the Company terminates or suspends an employee's training, the employee or his authorized representative may appeal the Company's decision starting at Step II of the grievance procedure.

7.15 Employees may not voluntarily terminate training; however, in the event the employee does request either permanent or temporary termination, the Company reserves

the right to consider each case on its merit. In the event an employee is permitted to terminate training for a temporary period due to illness or extraordinary personal circumstances, reinstatement as a Mechanic "B" shall be at the discretion of the Company.

7.16 The Mechanic "B" will be required to obtain and maintain a set of hand tools commonly used in Work Equipment repairs.

(See Appendix "B")

ARTICLE 8

Machine Operator Training Program

8.1 Employees taking training under this Training Program shall, for the purpose of this Agreement, be designated as follows:

(a) Regular employee. An employee holding a Machine Operator position in the Special Group, Group I, Group II or Group III classifications, prior to January 1, 1987, or an employee who has become qualified as a Group III Machine Operator pursuant to Article (b) below.

(b) Trainee. An employee appointed to a Machine Operator position on or after January 1, 1987. A Trainee will be regarded as a Regular Employee after he has successfully completed the qualifying tests as a Group III Machine Operator.

8.2 A Regular employee will be required to take training and attempt the qualifying tests in all classifications in which he holds seniority. In instances where an employee requests that he not be required to take training, his case will be reviewed by the System Federation General Chairman or his authorized representative, and the proper officer of the Company. In the event that such employee does not take training, he will not be entitled to bid onto higher rated positions.

8.3 A Regular employee holding seniority in a higher classification who fails two qualifying tests in such higher classification, shall retain seniority in such classification until he relinquishes it in accordance with the provisions of this Agreement.

8.4 A Regular employee who is a successful applicant to a

higher classification position, will be required to take training for such position. If he fails the qualifying tests on his first attempt, he will be given a second opportunity to qualify. A Regular employee who fails two qualifying tests will be returned to his former position or in the event that his former position is abolished, exercise his displacement rights as outlined in Article 4.1 of this Agreement.

8.5 A Regular employee will not be permitted to apply for or take training for promotion until he has successfully completed the qualifying tests applicable to the classification group in which he is working. This Article 8.5 will be effective January 1, 1989.

8.6 A Regular employee who makes a written application and is accepted and successfully completes training for promotion must, when his seniority entitles him, accept such promotion.

8.7 An employee hired as a Trainee on or after January 1, 1987, shall be released from service if he fails to pass the qualifying tests as a Group III Machine Operator.

8.8 A Trainee who has transferred from another sub-department in the Maintenance of Way service will be required to successfully complete the qualifying tests as a Group 111 machine Operator. In the case of such employee not qualifying, he will be required, seniority permitting, to return to his former classification.

8.9 The Company shall determine the order in which employees will receive their training. The selection will be based on seniority order to the extent practicable. However, a senior employee shall not be denied a position in a higher classification when through no fault of his own, a junior employee is given the opportunity to take training and qualify first.

8.10 An employee selected for training must attend and actively participate in all training sessions.

8.11 While in training, employees will be paid at the rate of pay they would have received had they not been in training and will be allowed actual reasonable away-from-home expenses necessarily incurred. Time spent travelling, up to a maximum of eight (8) hours each way, will be paid to employees directed by the Company to attend training at an away-from-home location. Should such training be held at a location which is on another Region, then the employees will receive payment for all time travelling to attend such training. The Company will determine the method of travel and payment will be made at the employees' regular rate of pay.

8.12 When regular rest days or general holidays coincide with the classroom training session, other rest days off will be given without loss of pay.

8.13 If, through mutual agreement in writing between the employee and the appropriate Company officer, an employee's annual vacation is rescheduled to enable him to attend the Training Program, the provisions of Article 25.12 of Agreement 10.1 shall not apply and the employee affected shall be granted his vacation at a mutually convenient later date.

8.14 The Company shall provide each employee taking training with text books and/or other written material required for training which will remain the property of the Company and must be returned on request or on leaving Maintenance of Way service.

8.15 Employees will, when required, assist other employees to learn and understand the various aspects of their jobs.

8.16 The requirements for qualification in each classification, the training and corresponding tests to be given, will be established by the Company. System Federation General Chairman will be given an opportunity to review written course material to be used on the training program.

8.17 A Regular employee who fails twice on any test will only be considered for further testing on his own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing must apply in writing to his supervisor requesting an appointment.

8.18 An employee who fails any test and claims he did not have a proper test may appeal the decision under the provisions of Article 18.6 of Agreement 10.1 starting at Step II.

8.19 An employee will not be required to attempt a particular qualifying test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.

8.20 An employee who has successfully passed all tests in a classification will receive a card certified by the Manager Work Equipment. An employee becoming qualified in the classification of Special Group will also receive a diploma certified by the Chief Engineer's authorized representative.

Note: This training program is not intended to replace the Mechanic "B" training program provided for in Article 7 of this Agreement.

Signed at Montreal, Quebec, this 26th day of February 1998.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

(Sgd) R.J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

(Sgd) R.A. Bowden
System Federation
General Chairman
Eastern System Federation

(Sgd) R.F. Liberty
System Federation
General Chairman
Western System Federation

APPENDICES

APPENDIX A

32 General Description

Special Group

- 1) Locomotive Cranes -
30-ton capacity and over
- 2) Automatic Tampers
- 3) Trucks and/or Trailers over
48,000 GVW

General Description

Group I

- 1) Locomotive Cranes -
Less than 30-ton capacity
- 2) Tie Injector
- 3) Trucks and/or Trailers over 28,000 up to
and including 48,000 GVW
- 4) Crawler Cranes & Shovels

Examples

Diesel Electric, Diesel Hydraulic or Mechanical Cranes when used with or without attachments such as pile drivers, snow blowers, buckets, etc.

Ohio, American or Wellman Cranes 30-ton capacity or over with standard AAR draw bar.

Tampers equipped with automatic jacking levelling and automatic lining devices such as Canron, Plasser, Jackson, etc.

Trucks used to haul machinery and material equipped with winches, hydraulic cranes and other attachments.

Examples

Diesel Electric, hydraulic or mechanical cranes when used with or without attachments.

Burro and other cranes of less than 30-ton capacity with standard AAR draw bar.

High production Kershaw or Mannix.

Trucks used to haul roadway machines, equipped with tilt deck winch, hydraulic crane and other attachments.

Mechanically operated crawler cranes and shovels with all attachments included. Rail-Aids, Koehring, Dominion, American, Smith-Rodley, Northwest, etc.

General Description

- 5) Multiple Tampers
- 6) Rubber Tired Cranes
14-ton capacity and over
- 7) Ballast Undercutter
- 8) Rubber tired Gradall Excavator
- 9) Rubber tired front end Loader
2-1/2 cu. yds. and over

General Description

- 10) Speed Swing
- 11) Hydraulic Spreader - Ditcher
- 12) Track Cleaner - Speed Loader
- 13) Rubber tired Atlas Excavator/Crane
- 14) Road Grader

Examples

- Tampers equipped with either an automatic jacking, levelling or an automatic lining device such as Canron, Plasser, Jackson, etc.
- Rubber tired cranes with or without hy-rail attachment and all other attachments included, with a capacity of 14 tons and over made by Grove, Pettibone, Austin-Western, etc.
- Self-propelled Kershaw.
- Rubber tired excavator with or without hy-rail attachment made by Gradall, Little Giant, etc.
- Rubber tired front end loader of 2-1/2 cu. yds. capacity or over including snow blower and snow buckets of varying sizes such as Michigan, A.C., Hough, Trojan, etc.

Examples

- Rubber tired multi-purpose crane and loader with or without hy-rail attachment and all other attachments and buckets of various sizes. Manufactured by Pettibone.
- Jordan spreader-ditcher with attachments, hydraulically operated with its own power plant and self-contained hydraulic system.
- Self-propelled Conveyor Loader/Unloader as manufactured by Pettibone, Barber-Greene and Kershaw.
- Rubber tired multi-purpose excavator and crane - Models 1302 and 1602, with or without hy-rail attachment and all other attachments and buckets of various sizes. Manufactured by Weyhansen, K.G.
- Standard Road Grader with V-Plow, side wing and dozer

blade manufactured by Caterpillar, Champion, Galion, etc.

General Description

- 15) Crawler Tractors
- 16) Geismar Portal Crane
- 17) Rail Positioning Machine
- 18) Loram Auto Sled
- 19) Hydraulic Crawler Excavator
- 20) Brush Cutters

General Description

Group II

- 1) Tie Changer
- 2) Crib Cleaner
- 3) Rail Positioner - Donelli
- 4) Ballast Regulator
- 5) Tie Axe, Saw or Shear

General Description

- 6) Track Liner*

Examples

Bulldozer including blade, winch, ripper, hyster blower, etc. made by Cat. A.C. International Hitachi, Komatsu.

Geismar - used with tie beam to handle track panel and concrete ties.

Donelli - Model PRD-6 - Operator located in cab.

Under track sled and/or plow, tie ejector and lining device.

Hydraulic operated, crawler mounted backhoe as manufactured by Poclain, Altas, etc.

On and off track, Pyke, Kershaw, Bombardier, etc.

Examples

Geismar self-propelled.

Crib cleaner as manufactured by Plasser, Kershaw, etc.

Donelli Model PRD-6 - Operator at front of machine threading rails into place.

Ballast Regulator, Equalizer or Track Patrol with or without ballast broom, snow blower, side wing and front plow; Bert Pyke Model L - Kershaw Model 46-1-1.

Self-propelled high production units Nordberg, Kershaw, Fairmont.

Examples

With or without line indicator and lining light, made by

Nordberg, Kershaw, Fairmont, Plasser Model P.A.L. 204.

* If the operator must plot the curves the rate for a Group I machine may be paid.

7) Tie Bed Scarifier

High speed units as used on tie gangs and made by Kershaw, Nordberg or Fairmont.

8) Air Operated Spreader

All air spreaders manufactured by O.F. Jordan except those hydraulically operated.

9) Tie or Utility Crane

Flanged wheel cranes known as tie cranes and utility cranes made by Pyke, Kershaw, R.T.W., Canron.

10) Ballast Distributor

Manufactured by R.M.C., McWilliams, Plasser.

General Description

11) Rubber tired Crane of less than 14-ton capacity

Examples

Rubber tired cranes with or without hy-rail including all attachments, with capacity of less than 14 tons. Made by Austin-Western, Pettibone, Grove, Gallion.

12) Rubber Tired Tractors 1 to 2-1/2 cu. yds.

Rubber tired tractors with bucket ratings of 1 to 2-1/2 cu. yds. including backhoe and snowblower attachment may also use snow buckets in excess of 2-1/2 cu. yds.; Trak Master Tube Lock.

13) Snow Blower

Self-propelled snow blower - not an attachment - made by Sicard.

14) Multiple Spikers

Self-propelled manually or automatically controlled multiple spikers as made by R.M.C., Nordberg, Fairmont.

15) Hydra-Tool

Self-propelled comb. rail saw with multiple spindle drills.

16) Tamping Jack

Self-propelled tamping jack with or without wire line surfacer made by Canron.

General Description

Examples

- | | |
|---|--|
| 17) Crawler Mounted Loader | Crawler mounted front end loader of 1 to 2-1/2 cu. yds. capacity with four-way bucket, snow blower, snow bucket of various sizes, backhoe, etc. as made by Eimco, A.C. Carterpillar. |
| 18) Multiple Tampers | Tampers not equipped with automatic jacking, levelling or lining devices such as Canron, RMC, Plasser, Matisa, Jackson. These units may be equipped with hydraulic jack such as on junior Tamper of Vibratool. |
| 19) Winch Car | Winch Car or Lidgerwood as used to pull ballast sleds or ballast plows made by Mannix or CN. |
| 20) Trucks - over 16,000 GVW up to and including 28,000 GVW | Trucks used to haul Roadway Machines, equipped with tilt deck, winch, hydraulic crane and other attachments. |

General Description

21) Self-Propelled Weed Mower

Examples

Self-propelled weed mowers including scarifying and discing attachments and/or weed spraying attachment. Made by Fairmont, Pyke.

22) Automatic Anchor Applicator

Automatic applicators which can set, box and apply all types of rail anchors. R.M.C. Anchormaster, Racine Anchomatic.

23) Tie Spacer

Manufactured by Pyke, Fairmont, Pullman.

24) Omni Ditcher

55,000 GVW truck chassis with 3-way dump box, hydraulic clam bucket and hy-rail attachment.

25) Ballast Compactor

Vibratory crib and shoulder ballast compactor made by Plasser and Canron.

General Description

26) Boltmaster

Examples

R.M.C., Multihead track wrench.

27) Track Undercutter

Cannon Gopher Model G.0.4.

28) Track Trolley

Plasser Robel Model 54.12-101-AB 172.

**General Description
Group III**

Examples

1) Rail Heater

Single or dual bank rail heater used in laying C.W.R.
Made by Canron.

2) Rail Gauger

Rail gauger, including pre-gauger and bronco propulsion unit. Made by Nordberg.

3) Tie Adzer

Self-propelled or non-self-propelled single-head adzer by Nordberg.

4) Tractors under 1 cu. yd.

Rubber tired or crawler mounted tractors of less than 1 cu. yd. including all attachments such as mower, auger, snow buckets, snow blower, etc. Made by J. Deere, M.F., A.C., Ford, etc.

5) Multi-spindle rail Drill

Made by Arisco, Raco, Nordberg.

General Description

Examples

6) Single Spike Driver

Self-propelled or non-self-propelled, mechanically or hydraulically operated. Made by Fairmont, Canron, Nordberg.

7) Abrasive Rail Saw

Non-self-propelled made by Arisco.

8) Spike Puller

Self-propelled or non-self-propelled mechanical or hydraulic, single or dual puller as made by Fairmont, Nordberg.

9) Weed Mower - Non-self-propelled

Non-self-propelled weed mower with scarifying, discing or weed spraying attachments.

10) Rail Anchor Applicator

Rail Anchor Applicator with boxing attachment. Made by Racine.

11) Tie Plug Inserter

Made by Fairmont.

General Description

12) Cribber

Examples

Self-propelled wheel type cribber, made by Pike, Kershaw.

13) Tie Plate Placer

Made by Nordberg, Fairmont.

14) Tie Cutter

Light-weight tie cutter, single blade. Made by Woolery.

15) Tie Gandy

Light-weight tie crane, semi-mechanical. Made by Nordberg.

16) Hydraulic Rail Puller - Expander

60-ton to 120-ton capacity.

17) Power Jack

Made by Nordberg.

18) Hand Tampers

Electric, air or gas engine operated hand tampers. Canron, Atlas Copco, I.R.

19) Road Roller

All sizes - Aveling-Barford, Essick.

20) Power Track Wrench

Made by Nordberg, Raco.

General Description

21) Tie End Remover

Examples

Light-weight tie end remover. Made by Woolery, Fairmont, Canron.

22) Creosote Sprayer

Made by Pyke, Fairmont.

23) Rail Saw

Made by Racine, Nordberg, Stumec.

24) Rail Drill

Made by Racine, Nordberg, Stumec.

25) Weed Sprayer

Made by Rittenhouse, etc., mounted on Trailer or Push Car.

26) Crawler Mower

J-5 Bombardier with rear mounted rotary mower or front mounted snow plow.

27) Tie Unloader

R.M.C. tie unloader running inside tie train cars.

28) Tie Renewer

Canron with or without attachment.

29) Tie Remover

Fairmont-self-propelled.

General Description

30) Tie Handler

Examples

Fairmont-self-propelled.

31) Liner Attachment - Donelli

Donelli Model PRD-6 Rail Positioner Operator of Lining Controls.

32) Shuttle Wagon

Manufactured by Isco and used to move cars.

33) Slotters (Rail)

R.T.W. Slotting Joints

34) Automatic Tie Ejector

Loram Auto Sled/Plow.

35) Hydraulic Rail Puller

Modified Tie Spacer used in concrete tie operation only.

36) Shaping Plow & Threader

Mounted on a flat car and used with the Geismar operation.

General Description

- 37) Trucks - up to and including 16,000 GVW
- 38) Rail Vibrating Machine
- 39) Tie Plate Pre-Plating Machine

Examples

- Trucks used to transport men and materials with or without attachments.
- Rachine Trak-Vibe
- Luttig Pre-Plater

APPENDIX B

REQUIRED TOOLS - MECHANICS "B"

1. Tool Box
2. 1/2" Drive Socket Set complete
3/8" to 1-1/4" including Universal Joint and
Spark Plug Deep Sockets 13/16" x 7/8"
3. Combination Wrench Set 3/8" to 1-1/4"
4. Ignition Wrench Set
5. Vise Grip Pliers 10"
6. Side Cutter Pliers 8"
7. Slip Joint Pliers
8. Adjustable Wrench 12"
9. Screw Driver Regular 8"
10. Screw Driver Regular 12"
11. Screw Driver Regular Stubby
12. Screw Driver Phillips (Set)
13. Screw Driver Robertson (Set)
14. Allen Wrench Set 1/16" to 1/2"
15. Ball Peen Hammer - 1 lb.

16. Lock Ring Pliers - Interior
17. Lock Ring Pliers - Exterior
18. Feeler Gauge .002" to .035"
19. Cold Chisel 3/4"
20. Lining & Pry Bar
21. Punches - Drift
Pin
Centre
22. Hacksaw
23. Measuring Tape 10'
24. Pocket Knife
25. Steel Rule 6"
26. Hose Clamp Pliers
27. Needle Nose Pliers 7"

APPENDIX C

(Replaced by Attachment E)

Montreal, Quebec, February 26, 1998

Mr. R.A. Bowden System Federation General Chairman Eastern System Federation Brotherhood of Maintenance of Way Employees 2775 Lancaster Road, Suite 3 Ottawa, Ontario K1B 4V8	Mr. R.F. Liberty System Federation General Chairman Western System Federation Brotherhood of Maintenance of Way Employees 2989 Pembina Highway, Suite 208 Winnipeg, Manitoba R3T 2H5
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Gentlemen:

During this round of negotiations, the Union requested modification in the process followed in the evaluation of work equipment machines.

It was agreed that the evaluation of new types of machines purchased, rented or leased by the Company will be evaluated by the Work Equipment Review Committee with participation of the System Federation General Chairmen or their delegate. This process will also be applied to existing equipment where a major modification significantly alters its operation.

Should the Union not agree with the evaluation established by the WERC, it may initiate a grievance addressed to the Chief Engineer which, for the purposes of this process will be considered Step 3 of the grievance procedure.

Arrangements for the WERC to meet, if necessary, will be

made in November. Should new equipment be introduced without review by the WERC, the System Manager Work Equipment will determine a provisional evaluation and arrange for a WERC meeting within 120 days of delivery.

While the Company agreed to modify the process followed by the WERC, by introducing a right to appeal, it should be clear that this right of appeal will only apply to new types of machinery that may be introduced or existing equipment where a major modification significantly alters its operation after the signing of this Agreement.

Yours truly,

(Sgd) R.J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

APPENDIX D

13 October 1981

Mr. A. Currie
System Federation General
Chairman
Brotherhood of Maintenance
of Way Employees
15 Donald Street
Winnipeg, Manitoba
R3C 1M1

Mr. P.A. Legros
System Federation General
Chairman
Brotherhood of Maintenance
of Way Employees
Room 306
45 Rideau Street
Ottawa, Ontario
K1N 5W8

Gentlemen:

A demand served by the Brotherhood in accordance with Article III of the Master Agreement dated April 26, 1979 concerned a request that a Mechanic A, when working away from his shop and not under supervision, be paid the same rate as a Field Maintainer.

The problem from the Brotherhood's point of view concerns the situation where a Mechanic A may be required to go to work on line for extended periods of time doing the same work as a Field Maintainer but not receive the higher rate because he is not "regularly assigned" to a field maintainer position.

In resolution of the problem, we agreed that a clarification of the definition of Field Maintainer as described by Article 2.8 might serve to rectify the situation.

Generally speaking, Article 2.8 of Agreement 10.3 refers to a Field Maintainer as a Mechanic A regularly assigned to work on line as a troubleshooter not attached to any particular gang under conditions of minimum supervision.

In being regularly assigned to work on line, the Field Maintainer works over a territory and must become familiar with that territory in order to be effective as a troubleshooter. In this sense he should be an experienced Mechanic A and should know his territory well enough to be able to anticipate problems. While working under conditions of minimum supervision he is also required, to a certain extent, to organize his work by setting his own priorities.

It is this type of environment which distinguishes the work of a Field Maintainer from the work of a Mechanic A assigned to the shop or in a gang and which qualifies him for a higher rate of pay.

While we recognize that a Field Maintainer must know his territory in order to foresee problems which arise over a period of time, a Mechanic A may also be required to leave the shop and troubleshoot on line over different locations and over an extended period of time with a minimum of supervision. In this type of environment he would deal with the same problems and therefore perform the same work which would normally be performed by a Field Maintainer.

It is at these times and under these circumstances that a Mechanic A will qualify for the rate of a Field Maintainer.

Yours truly,

(Sgd) D.C. Fraleigh

for Vice-President

Labour Relations

cc: Mr. P. Richards, Chief Engineer, Montreal

APPENDIX E

17 March 1982

Mr. A. Currie
System Federation General
Chairman
Brotherhood of Maintenance
of Way Employees
15 Donald Street
Winnipeg, Manitoba
R3C 1M1

Mr. P.A. Legros
System Federation General
Chairman
Brotherhood of Maintenance
of Way Employees
Room 306
45 Rideau Street
Ottawa, Ontario
K1N 5W8

Gentlemen:

This refers to my letter of October 13, 1981 concerning the commitment to provide you with general guidelines under which boarding cars will be supplied to employees working under the provisions of Agreement 10.3. These are guidelines which will apply in addition to the considerations already provided by the terms of Article 22.1 of Agreement 10.1.

In establishing general guidelines, it is necessary to accept the basic premise that employees will normally maintain their permanent residence in proximity to where they work on a permanent basis. This they would do ordinarily of their own accord and is a personal responsibility over which the Company has no interest or control.

However, due to the nature of our operations, there are circumstances which require employees to work at locations that are not in reasonable proximity to their permanent

residence. It is in circumstances such as these, over which the employee has no control, that it would be expected the Company assume responsibility for providing some form of accommodation to the employee.

These circumstances involve situations as follows:

- 1) where employees are required to move frequently from one work location to another or whether they may be required to work in remote locations where living accommodations are not available;
- 2) where employees, through the exercising of seniority rights, are required to work away from their permanent residence under circumstances where they would not normally be expected to relocate; or
- 3) where employees would be permanently relocating, but where there may be a temporary period of time where some form of accommodation would be warranted before the permanent relocation is made.

It is under the three foregoing circumstances that accommodation may be provided by the Company in the form of boarding cars.

In the case of Item 1 above, boarding cars or some form of accommodation will always be provided to employees when required to work away from their permanent residence.

In making this commitment for Items 2 and 3 however, there may be times when boarding facilities are not available and no assistance will be provided. In such instances, the Company Officer concerned will, upon request, discuss the problem with the Brotherhood Representative involved. In any event it should be understood that the final determination as to where and when boarding cars will be supplied will continue to rest with Company Officers on the Regions.

One of the problems you pointed out in our discussions, concerns the situation where the Company issues bulletins advertising positions at locations where boarding accommodations are not supplied. This practice is not acceptable to the Brotherhood because employees who would normally require boarding accommodation have no way of knowing if accommodation will be supplied when they are required to exercise their seniority rights to one of these locations.

At times employees have been supplied with boarding accommodation at these locations even though the latest bulletin indicated that boarding accommodations would not be provided. This practice will continue to apply where practicable, depending on the availability of boarding cars.

(Sgd) P.R. Richards
Chief Engineer

APPENDIX F

DELETED; Now found in Article 2.20 (Eastern Federation)

APPENDIX G

CANADIAN NATIONAL RAILWAY COMPANY

Atlantic, St. Lawrence and Great Lakes Regions

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the establishment of seniority in a Machine Operator classification Group through the Machine Operator Training Program.

1. When required, a "Special Bulletin" will be posted identifying the classification Group for which training will be provided.
2. Applicants who have successfully completed the qualifying tests in the classification Group in which they are working, will be selected for training, in seniority order, to the extent practicable. However, a qualified senior applicant shall not lose seniority in a higher classification Group to a junior applicant if he cannot be released or if he is on an authorized leave of absence during the posting period of the Special Bulletin. The General Chairman will be advised of the employees who have applied for training advertised in the Special Bulletin.
3. An employee will establish seniority in a Machine Operator classification Group when he passes the qualifying tests referred to in the Training Program. The seniority date will correspond with the date of the Special Bulletin.
4. A senior qualified applicant identified in Item 2 who is not selected to take training, will establish seniority in the

higher classification Group coincident with a junior applicant establishing seniority in such classification Group. Such employee will have a (T.B.T.) designation placed next to his name on the seniority list to signify that there is a requirement for the employee "To Be Trained" in that classification Group.

5. An employee with a (T.B.T.) designation who is selected to be trained and declines the offer, will forfeit seniority in that classification Group.
6. Employees who have established seniority in a classification Group in accordance with the terms of this Memorandum of Agreement will be required to take training on a particular Machine in seniority order. In instances where an employee requests that he not be required to take training, his case will be reviewed by the System Federation General Chairman or his authorized representative, and the proper officer of the Company.
7. An employee who is subsequently trained and determined to be qualified to operate a particular Machine will have an asterisk placed in that Machine column opposite his name on the seniority list.

8. This Memorandum of Agreement shall become effective on the date of signing and shall remain in effect thereafter from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Such cancellation notice may only be served during the period October 15th to November 15th in any year.

SIGNED AT Montreal, Quebec on 13 April 1988.

FOR THE COMPANY:

(Sgd) W.W. Wilson

For: Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd) R.A. Bowden

System Federation
General Chairman
CN Eastern Lines

AGREEMENT 10.8

between

THE CANADIAN NATIONAL RAILWAY COMPANY

And

**THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES**

Governing

**Rates of Pay and Rules for
Track Employees**

Supplemental to Agreement 10.1

Effective January 1, 1998

Revised and Reprinted August 1998

(Version française disponible sur demande)

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ARTICLE 1

Coverage and Definition of Employee

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ARTICLE 2

Seniority Status and Lists

2.1 Intentionally left blank

Seniority Lists

2.2 Intentionally left blank

Definitions

2.3 A Track Maintainer is defined as an employee who has successfully completed the training program for such classification and has passed the qualifying tests as outlined in Article 7 hereof.

The position of Trackman/Track Maintainer is to be regarded as one which has been assigned in accordance with the provisions of Article 15.3 of Agreement 10.1 and which has been worked, in the preceding eighteen months, by the Trackman/Track Maintainer assigned to it or by the senior Trackman/Track Maintainer who has displaced him.

2.4 Intentionally left blank

Promotion

2.5 Employees qualifying for Foremen's positions must be able to read and write English or French.

2.6 The line of promotion for employees in the Track Department shall be as follows:
Trackman/Track Maintainer
Leading Track Maintainer
Assistant Track Maintenance Foreman
Track Maintenance Foreman
Assistant Extra Gang Foreman
Extra Gang Foreman

(See Appendix II)

Note : The Track Maintainer/Truck Driver classification will not be considered as included in the line of promotion for employees in the Track Department. Track Maintainer/Truck Drivers will retain and exercise their rights to promotion as contemplated in Articles 2.5 to 2.9 inclusive of Agreement 10.8.

NOTE1 Eastern Lines Only

Bulletined Track Maintainer/Truck Driver positions will be awarded on the basis of Track Maintainer/Truck Driver seniority in accordance with Article 15.3 of Agreement 10.1. However, should such a position remain unfilled, it will then be awarded on the basis of Track Maintainer seniority in accordance with Article 15.3 of Agreement 10.1 provided the applicant holds a valid driver's licence (e.g. automobile licence).

NOTE2 Western Lines Only

For the purpose of this Article, Track Maintainer / Truck Driver seniority will not be established.

2.7 An employee who has established seniority as an Assistant Extra Gang Foreman prior to January 1, 1978 shall not be required to take training or establish seniority as Extra Gang Foreman. Such an Assistant Extra Gang Foreman shall be paid the rate specified in Article 6.1 (B).

2.8 An Assistant Extra Gang Foreman who takes training and becomes qualified as an Extra Gang Foreman must accept promotion as Extra Gang Foreman when seniority entitles him. Failure to do so or being found unqualified as an Extra Gang Foreman, will result in forfeiture of his Extra Gang Foreman seniority; however, in such case the employee shall retain entitlement to the rate specified in the "NOTE" to Article 6.1 (B) while working as Assistant Extra Gang Foreman.

2.9 The line of promotion for employees in Welding classifications shall be as follows:

Prairie and Mountain Regions on the basis of Regional Seniority

Welding Gang Foremen
Foremen Welders
Welders
Ultrasonic Machine Operators
Grinder Operators
Utility Grinder Operators
Helpers

St. Lawrence and Great Lakes Regions on the basis of Regional Seniority and the Atlantic Region on the basis of Area and Regional Seniority

Welding Gang Foremen
Foremen Welders
Welders
Ultrasonic Machine Operators
Grinder Operators
Utility Grinder Operators
Helpers

Engineering Yard, Transcona, Man., as a separate seniority territory

Welders
Maintainers
Sawyers
Butt Weld Operators
Butt Weld Inspectors
Ultrasonic Machine Operators
Leading Hand-Saw and Sorter Operation
Oiler Helper
Locomotive Crane Operator
Bridge Crane Operator (1 to 29 tons)
Other Crane Operators (up to 10 tons)
Dismantler Operator
Drillers
Classifiers
Utility Grinder Operators
Glued Joints Assemblers
Trackmobile Operators
Labourers

Engineering Yard, Belleville, Ont., as a separate seniority territory

Welders
Butt Weld Operators
Butt Weld Inspector
Utility Grinder Operators
Glued Joints Assemblers
Helpers

ARTICLE 3

Bulletining and Filling Positions

(See Understanding No. 2. - Appendix I)

This Article does not apply to the Classifications of Extra Gang Labourer and Attendant

3.1

a) For Track employees: Except as otherwise provided in Articles 3.4 below and Article 15.10 of Agreement 10.1, employees shall be advised by traditional or electronic bulletin on the first Tuesday of each month or as otherwise agreed of all vacancies or new positions in their department, including the positions of Extra Gang Foreman and Assistant Extra Gang Foreman.

b) For Welding employees: Except as provided in Article 15.10 of Agreement 10.1, traditional or electronic bulletin shall be issued on the first Tuesday of each month covering all vacancies or new positions on their Region.

When traditional bulletins are issued, they will be posted promptly in places accessible to all employees affected. When electronic bulletins are issued they will be accessible through the utilisation of electronic means such as telephones (800 number), electronic mail, faxmittal etc. A copy of each bulletin will be furnished to the Local Chairman and General Chairman of the territory involved.

This rule is not intended to preclude the issuance of individual bulletins on other than the 1st or 15th days of the month should circumstances so warrant in any particular instance.

3.2 Bulletins will provide the following; classification of position (if temporary, the expected duration), location, rates of pay and whether or not living accommodation are to be supplied.

3.3 Employees desiring bulletined positions will submit applications, either in writing or by electronic means. Such

application must reach the designated officer not later than the fourteen (14) day after the date of the bulletin. Applicants must forward a copy of their application to the Local Chairman. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

3.4

(a) In the application of Article 15.10 of Agreement 10.1, where a temporary vacancy of Track Maintenance Foreman or Assistant Track Maintenance Foreman of less than 45 days is required by the Company to be filled on sections having regular assigned positions of Assistant Track Maintenance Foreman and/or Leading Track Maintainer, it shall be filled by employees in the following order of priority and such employees will not be subject to displacement under Article 3.6:

If such temporary vacancy of less than forty-five (45) days cannot be filled under the above procedure, Article 15.10 of Agreement 10.1 will apply.

(b) Employees will only establish seniority in a higher classification by being awarded a bulletined vacancy in such higher classification. Employees filling temporary vacancies under Article 15.10 of Agreement 10.1, will revert to their former position at the conclusion of such temporary vacancies.

T.M.F.

- (i) the senior Track Maintenance Foreman on that section not working as such; if none,
- (ii) the Assistant Track Maintenance Foreman on that section; if none,
- (iii) the senior Assistant Track Maintenance Foreman on that section not working as such; if none,
- (iv) the Leading Track Maintainer on that section.

A.T.M.F.

- (i) the senior Track Maintenance Foreman on that section not working as such; if none,
- (ii) the senior Assistant Track Maintenance Foreman on that section not working as such; if none,
- (iii) the Leading Track Maintainer on that section.

3.5 Intentionally left blank

3.6

(a) An employee obtaining a temporary vacancy of forty-five (45) days or more by bid in a higher classification must exercise his seniority on the first permanent vacancy that becomes available in the higher classification and fill such vacancy at the conclusion of the temporary position. If no such permanent vacancy becomes available he must exercise his seniority to displace a junior employee holding a bulletined temporary position in the higher classification provided such temporary position is expected to be in existence for forty-five (45) days or more. Junior qualified employees must protect assignments in all instances.

(b) An employee who does not bid on the first permanent vacancy in the higher group or who fails to displace in a bulletined temporary position of forty-five (45) days or more as provided for in Article 3.6, shall only be permitted to use his seniority in his former lower classification to bid on future positions bulletined in the higher classification.

(c) An employee working as an Extra Gang Foreman or Assistant Extra Gang Foreman but not holding Track Maintenance Foreman or Assistant Track Maintenance Foreman seniority, will be permitted to apply for advertised vacancies in the Track Maintenance Foreman or Assistant Track Maintenance Foremen classifications without forfeiture of seniority in the higher classifications. If such employee is successful in obtaining a vacancy of Track Maintenance Foreman or Assistant Track Maintenance Foreman, he will not be released to fill the position until completion of his assignment, but will accumulate seniority in the classification from the date of the award. In the meantime, the resultant vacancy will be filled by the next senior applicant without the necessity of re-advertising the position.

Note 1: This Article will only apply to employees holding seniority in Agreement 10.8 who have successfully completed the Training Program.

Note 2: Welding Gang Forepersons not working as such who fail to bid on a temporary vacancy will forfeit their seniority.

3.7 Employees who decline to exercise their seniority to fill another position in such higher classification in accordance with Article 3.6 shall revert to their former permanent position at the conclusion of the temporary position and forfeit all seniority rights in the higher classification.

Such employee will, however, be subject to displacement by an employee holding seniority in the higher classification. Should that occur, the employee shall be required to revert to his former permanent position and forfeit all seniority rights in the higher classification at the time of displacement.

3.8 An employee who is unable to exercise his seniority to fill another position in such higher classification in accordance with Article 3.6, shall revert to his former permanent position and retain his seniority rights in the higher classification.

3.9 A qualified employee appointed to a higher classification by bulletin will be accorded a seniority date from the date of appointment on bulletin in such classification and in all lower-rated classifications in which he is qualified to work and in which he had not previously established seniority.

3.10 An employee who has applied for a position may cancel his application provided a written or electronic cancellation is sent to the designated officer and the Local Chairman prior to the closing date of the bulletin. At the same time such employee must notify his supervisor that he is cancelling his application. An employee may bid on a vacancy created by himself but will not be appointed to such vacancy unless there are no other applicants, or until it again becomes vacant.

3.11 With the exception of Welding employees, employees who obtain a position covered by an Agreement supplemental to Agreement 10.1, will continue to hold and accumulate seniority previously established under this Agreement. They may return to their former position at any time during a period of twelve consecutive months, after which time their former position will be bulletined as permanent.

3.12 An employee holding seniority under this Agreement who is unable to hold a position in an Agreement supplemental to Agreement 10.1 shall, within ten (10) days, if qualified, displace a junior employee in the highest classification or group in which he has established seniority. An employee failing to exercise his seniority within ten (10) days, unless prevented by illness or other cause for which bona fide leave of absence has been granted, shall forfeit his seniority in this Agreement.

Special Rules for Welding Employees:

3.13 Where a vacancy exists and no qualified employee is available on that seniority territory, qualified laid-off employees on the other seniority territory will be given preference, in seniority order, before new men are hired. A laid-off employee who desires such work will be loaned to the

other seniority territory and he will be subject to recall to his own seniority territory as provided in Article 4. His name will be carried on a separate list on the other seniority territory. When recalled, should he desire to remain on the other seniority territory he must so signify, in writing, within fifteen (15) days from date recalled, in which event he will be accorded seniority from the last date he commenced work on the other seniority territory and will forfeit his seniority on his former seniority territory.

3.14 Intentionally left blank.

3.15 Vacancies or new positions in the Welding Department shall be bulletined to Maintenance of Way with employees in the Welding Department and Track Department on the Region concerned receiving preference, in that order.

3.16 Employees working under the provisions of other Maintenance of Way Agreements, who fail to protect their Welding Department Seniority shall forfeit their seniority under this Agreement.

Employees Holding Seniority in the Welding Department Prior to May 1, 1976

3.17

(a) Employees already holding seniority on line or in an Engineering Yard, or holding dual seniority, will continue to hold and accumulate such seniority.

(b) If an employee covered in (a) above is the successful applicant on bulletin and transfers from line to yard or from yard to line, he will continue to hold his seniority on his former seniority territory.

(c) If an employee covered in (a) above, holding a position in an Engineering Yard is laid off from that position, he may displace on another position in the yard, for which he is qualified, or he may exercise his line seniority to displace on a line position for which he is qualified. If he displaces on a line position, he will continue to hold his seniority in the yard.

Similarly, if an employee covered by (a) above, holding a position on line is laid off, he may displace on a line or a yard position and retain both line and yard seniority.

(d) With the exception of those employees classified as "permanent" in accordance with Articles 7.16 and 7.17, line welding employees holding seniority under another Maintenance of Way Agreement, who refuse promotion up to and including the level of Welder, shall be returned to their former Maintenance of Way Department. They shall forfeit their seniority under this Agreement and shall only again be admitted to the Welding Department by mutual agreement between the Union and the Company. This requirement does not apply to employees who hold regular assignments in Engineering Yards.

(e) With the exception of those employees classified as "permanent" in accordance with Articles 7.16 and 7.17, line welding employees holding seniority under this Agreement only, who refuse promotion up to and including the level of Welder, shall forfeit their seniority under this Agreement but will be given preference over new employees for work in other Maintenance of Way Departments.

Employees Acquiring Seniority in the Welding Department On or After May 1, 1976

3.18

(a) Effective May 1, 1976, a new employee who commences work in the Welding Department in an Engineering Yard will establish seniority only in the yard. Similarly, an employee who commences work in the Welding Department on a line position will establish seniority only on the line seniority territory.

(b) An employee holding seniority in an Engineering Yard only, who becomes successful applicant to a no bid line position, will establish seniority in that classification on the line seniority territory as of the date he was appointed by bulletin. Such an employee will retain his yard seniority and may bid back onto a yard vacancy. Similarly an employee holding

only line seniority may establish yard seniority and continue to hold his line seniority.

(c) If an employee holding seniority in an Engineering Yard only, becomes laid off, and is unable to hold any work in that yard, he may take a no bid vacancy for which he is qualified on line. Such an employee will establish seniority in that classification on the line seniority territory as of the date he was appointed by bulletin. Similarly an employee holding only line seniority who is laid off, may establish yard seniority and continue to hold his line seniority.

(d) An employee, after having established seniority on both a yard seniority territory and a line seniority territory pursuant to (b) or (c) above, will thereafter be permitted to exercise his seniority in the yard while retaining his line seniority, and vice versa provided that he does not bid into a lower classification.

(e) Line Welding Department employees who refuse training or who refuse promotion within the Line Welding Department shall be returned to their former Maintenance of Way Department. If they hold no seniority under another Maintenance of Way Agreement, they will be given preference over new employees for work in other Maintenance of Way Departments. Employees refusing training or promotion within the Line Welding Department shall only again be admitted to the Welding Department by mutual agreement between the Union and the Company.

**Eastern Lines
Special Foreman Welder Rules**

(f) If an application for a permanent assignment of Foreman Welder is received from a junior employee holding seniority in that classification, his application will be accepted and senior employees not working as such who failed to bid on the vacancy will not forfeit their rights as Foreman Welder. In the absence of such application, the senior employee holding Foreman Welder seniority will be assigned.

(g) A senior Foreman Welder will not be permitted to

exercise his displacement rights on a junior Foreman Welder who has obtained a position in accordance with Article 3.18 (f), until such time as he obtains a permanent Foreman Welder position and is subsequently displaced.

3.19 Except as provided in this Agreement, the seniority of an employee shall commence from the date he is appointed on bulletin to each classification. An employee from another Department will not be given a seniority date in the Welding Department by reason of having filled a temporary vacancy of 30 days or less in the Welding Department.

**Promotion
On Line
3.20**

Prairie and Mountain Regions

- (a)** Helper
- Utility Grinder Operator
- Welder
- Foreman Welder
- Welding Gang Foreman

Atlantic, St. Lawrence and Great Lakes Regions

- (b)** Helper
- Utility Grinder Operator
- Welder
- Foreman Welder
- Welding Gang Foreman

Engineering Yards

Engineering Yard Transcona, Manitoba

(c)

- Level 6 Classified Labourer

- Level 5 – Crane Assistant, Driller, Classifier,
Utility Grinder Operator, Glued Joints
Assembler, Operator of Cranes up to 10
tons.

- Level 4 – Bridge Crane Operator (15 tons).

- Level 3 – Ultrasonic Sorter Operator, Sawyer,
Grinder Class "A", Dismantler Operator,
Mobile Equipment Operator, End
Hardener Operator, Planer-Grinder.

- Level 2 – Locomotive Crane Operator (30
tons or more), Bridge Crane Operator
(25 tons).

- Level 1 – Welder, Butt Weld Operator, Butt
Weld Inspector

Engineering Yard, Belleville, Ontario

- (d)** Helper
Utility Grinder Operator, Glued Joints Assembler
Butt Weld Operator
Butt Weld Inspector
Welder

Note: An employee establishing seniority in one of the above classification levels, will not as a result establish seniority in all other classifications within the same level.

3.21 The compulsory promotion and the compulsory training provisions of this Agreement shall not apply to employees of the Line Welding Department whose seniority in that Department is limited to the following classifications:

Grinder Operator
Ultrasonic Machine Operator
Thermite Welder

Employees appointed to such positions shall not, simply by virtue of such appointment, establish seniority as a Helper, Utility Grinder Operator or Thermite Welder, under the terms of Article 2.4.

ARTICLE 4

Staff Reduction and Recall to Service

See Article 17 of Agreement 10.1

Special Rules for Extra Gang Labourers and Attendants

4.1 Extra Gang Labourer displacing into Extra Gang must displace and commenced on position of choice within ten (10) days of displacement except that when employees who are on leave of absence at the time of displacement will be required to exercise such rights prior to resuming duty. An employee failing to exercise such rights will forfeit his seniority and his name will be removed from the seniority list.

Note: Notwithstanding Article 4.1 an employee who is laid off or displaced between 15 September and 14 December in any year, may elect to take layoff provided that a sufficient number of qualified employees are available to fill all assignments.

ARTICLE 5

Special Maintenance and Extra Gangs

5.1 Trackmen/Track Maintainers employed in temporary extra gangs to be known as special maintenance gangs, doing section maintenance work, shall be paid the applicable Trackman or Track Maintainer rate.

(See Understanding No. 4. - Appendix I)

5.2 Section rates of pay shall not apply on large temporary extra gangs employed in ballasting and lifting track where new material has been distributed continuously along the line, relaying rail out of face, lining and other work incidental to such ballasting and relaying rail, or in other work too heavy for regular section gangs to perform.

5.3 Extra gangs shall not be used to take the place of regular section gangs.

ARTICLE 6

Entry Level Pay Rates and Rate Progression

The entry level pay rates for all new employees shall resume as:

(i) Employees who have attained less than 7 months cumulative compensated service will be paid at 85% of any amount specified;

(ii) Employees who have attained 7 months or more but less than 14 months cumulative compensated service will be paid at 90% of any amount specified;

(iii) Employees who have attained 14 months or more but less than 21 months cumulative compensated service will be paid at 95% of any amount specified;

(iv) Employees who have attained 21 or more months

cumulative compensated service will be paid the full amount specified in Article 6.1.

0 to 7 months service	85%	of rate specified in 6.1
8 to 14 months service	90%	of rate specified in 6.1
15 to 21 months service	95%	of rate specified in 6.1
Thereafter	100%	of rate specified in 6.1

Note 1: One month of Cumulative Compensated Service will consist of 21 days or major portion; therefore, 7 months of service equates to (7 X 21) 147 days of cumulative compensated service.

Note 2: Any employee being paid a starting rate in accordance with Article 6.1 will have all of his cumulative compensated service under Agreement 10.1 applied to determine his rate of pay when he enters work in a different classification.

Rates of Pay

6.1.1

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan.1/2000 \$
Track Forces			
(a) Track Maintenance Foreman	17.524	17.874	18.231
Asst. Track Maintenance Foreman	16.955	17.294	17.640
Trackman 0 to 6 months	15.645	15.958	16.277
Trackman 7 to 24 months	16.075	16.397	16.725
Trackman Therafter	16.160	16.483	16.813
Track Maintainer/Truck Driver	18.877	19.255	19.640
Snow Plow, Flanger and Spreader Foreman (Article 9.1)	21.081	21.503	21.933
(b) Rail Lubricator Maintainer	17.524	17.874	18.231

NOTE: Upon successful completion of the training program specified in Article 7 employees occupying positions in the following classifications shall be entitled to the following rates of pay:

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000
(c) Extra Gang Foreman Level 1	20.367	20.775	21.191
Level 2	21.420	21.849	22.285
Level 3	22.710	23.165	23.628
Asst. Extra Gang Foreman (Article 2.7)	18.219	18.583	18.955

6.1.2

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Track Forces			
(a) Track Maintenance Foreman 8 men or more (excl. Foreman)	19.509	19.899	20.297
Track Maintenance Foreman 0 to 7 men (excl. Foreman)	18.877	19.255	19.640
Asst. Track Maintenance Foreman	17.468	17.817	18.173
Leading Track Maintainer	17.039	17.380	17.728
Track Maintainer	16.397	16.725	17.060
Asst. Extra Gang Foreman (Article 2.8)	19.616	20.008	20.408
Extra Gang Foreman (Article 6.7)	21.081	21.503	21.933

Note: Upon successful completion of the training program specified in Article 7, new employees occupying positions in the following classifications shall be entitled to the following rates of pay:

6.1.3

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Track Forces			
Track Maintenance Foreman			
0 to 7 months service	16.583	16.914	17.252
8 to 14 months service	17.558	17.909	18.267
15 to 21 months service	18.534	18.904	19.282
Thereafter	19.509	19.899	20.297
Track Maintenance Foreman 0 to 7 men (excl. Foreman)			
0 to 7 months service	16.045	16.367	16.694
8 to 14 months service	16.989	17.330	17.676
15 to 21 months service	17.933	18.292	18.658
Thereafter	18.877	19.255	19.640

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Asst. Track Maintenance Foreman			
0 to 7 months service	14.848	15.144	15.447
8 to 14 months service	15.721	16.035	16.356
15 to 21 months service	16.595	16.926	17.264
Thereafter	17.468	17817	18.173
Leading Track Maintainer			
0 to 7 months service	14.483	14.773	15.069
8 to 14 months service	15.335	15.642	15.955
15 to 21 months service	16.187	16.511	16.842
Thereafter	17.039	17.380	17.728

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Track Maintainer			
0 to 7 months service	13.937	14.216	14.501
8 to 14 months service	14.757	15.053	15.354
15 to 21 months service	15.577	15.889	16.207
Thereafter	16.397	16.725	17.060
Assistant Extra Gang Foreman (Article 2.8)			
0 to 7 months service	16.674	17.007	17.347
8 to 14 months service	17.654	18.007	18.367
15 to 21 months service	18.635	19.008	19.388
Thereafter	19.616	20.008	20.408

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Extra Gang Foreman (Article 6.7)			
0 to 7 months service	17.919	18.278	18.643
8 to 14 months service	18.973	19.353	19.740
15 to 21 months service	20.027	20.428	20.836
Thereafter	21.081	21.503	21.933

WELDER RATES OF PAY**6.1.4**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Field Operations			
Welding Gang Foreman 6 men and over including Foreman)	21.081	21.503	21.933
Foreman Welder 1 - 5 men including Foreman)	20.463	20.872	21.289
Welder, 1 - 12 mos.	18.357	18.724	19.098
Welder, 13 - 24 mos.	18.562	18.933	19.312
Welder, 25 - 36 mos.	18.796	19.172	19.555
Welder, 37 - 48 mos.	19.309	19.695	20.089
Welder, thereafter	19.810	20.206	20.610

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Ultrasonic Machine Operator	18.877	19.255	19.640
Grinder Operator	18.877	19.255	19.640
Utility Grinder Operator	17.184	17.528	17.879
Thermite Welder	17.449	17.798	18.154
Helper	16.160	16.483	16.813

NOTE: The Welder rates of pay also apply to "Welders in training" as defined in Article 7.1.

6.1.5

CLASSIFICATION EFFECTIVE	Jan. 1/98	Jan. 1/99	Jan. 1/2000
	\$	\$	\$
TRANSCONA			
Welder, 1 - 12 mos.	18.357	18.724	19.098
Welder, 13 - 24 mos.	18.562	18.933	19.312
Welder, 25 - 36 mos.	18.796	19.172	19.555
Welder, 37 - 48 mos.	19.309	19.695	20.089
Welder, Thereafter	19.810	20.206	20.610
Maintainer	19.810	20.206	20.610
Sawyer	18.877	19.255	19.640
Butt Weld Operator	19.810	20.206	20.610
Butt Weld Inspector	19.810	20.206	20.610
Ultrasonic Machine Operator	18.877	19.255	19.640
Ultrasonic Sorter Operator	18.877	19.255	19.640

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Crane Operator			
Locomotive Crane	19.650	20.043	20.444
Bridge Crane (11 to 29 tons)	17.949	18.308	18.674
Other Cranes (up to 10 tons) - when not operating crane will perform other work	17.184	17.528	17.879
Crane Assistant	17.184	17.528	17.879
Driller	17.184	17.528	17.879
Classifier	17.184	17.528	17.879
Utility Grinder Operator	17.184	17.528	17.879
Glued Joints Assembler	17.184	17.528	17.879
Trackmobile Operator	16.834	17.171	17.514
Oiler Helper	16.346	16.673	17.006
Labourer	15.567	15.878	16.196

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Leading Hand - Saw and Sorter Operation	19.935	20.334	20.741
Dismantler Operator	18.877	19.255	19.640
Grinder Class "A"	18.877	19.255	19.640
Mobile Equipment Operator	18.877	19.255	19.640
End Hardner Operator	18.877	19.255	19.640
Planer - Grinder	18.877	19.255	19.640
Classified Labourer	15.903	16.221	16.545

(See Appendix C)

EXTRA GANG LABOURERS AND ATTENDANTS

6.1.6

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Attendant	15.323	15.629	15.942
Extra Gang Labourers			
First 156 days' service, excluding probationary period	13.415	13.683	13.957
After 156 days' service, excluding probationary period	13.758	14.033	14.314

Note 1: Each month of service referred to in Articles 6.1 equates to 21 days of 7 cumulative compensated service. Therefore, 7 months of service equates to (7 X 21) 147 days of cumulative compensated service.

Note 2: Any employee being paid a **starting rate** in accordance with Articles 6.1 will have all of his cumulative compensated service applied to determine his rate of pay when he enters work in a different classification.

Note 3: Track Maintenance Foreman on Boom Truck equipped section gangs will be qualified in the operation of the Boom Truck and be compensated at the hourly rate of pay applicable to the classification of Track Maintenance Foreman 8 men or more (excl. Foreman).

Note 4: Labourers in extra gang engaged practically all year round shall be paid the same rates as Trackmen or, if qualified as such, as Track Maintainers.

6.2 This Article 6.2 does not apply in respect of employees who entered service prior to March 1, 1988 and can show evidence of six months' service in similar work on any Railway.

An employee who entered service prior to March 1, 1988 and can show evidence that he has had six months' service as a Trackman on any Railway will receive the rate of Trackman 7 - 24 months.

An employee who, on entering the service can show evidence that he has, in accordance with the provisions of Article 7 hereof, received the training and is qualified in any of the classifications referred to in Article 6.1.1 or 6.1.2, shall upon filling a position in such classification be paid the starting rate applicable to a qualified employee in that classification.

6.3 Labourers in extra gang engaged practically all year round shall be paid the same rates as Trackmen or, if qualified as such, as Track Maintainers.

6.4 In territories where Maintenance of Way Employees are assigned exclusively to work of a special nature for which seniority territories are established by agreement between the System Federation General Chairman and officers of the Company under the provisions of Article 2.4, the rates to be paid and any special conditions shall be mutually agreed upon between the System Federation General Chairman and the proper officer of the Company.

6.5 A Track Maintenance Foreman required to leave his own section gang or put in charge of a combination of more than two section gangs, to put in switches, lift, line or surface track, shall be paid the rate of Track Maintenance Foreman 8 or more men.

All employees working under the direction of the Track Maintenance Foreman will be taken into account of the 8 or more men.

6.6 Employees who successfully complete the training program for Extra Gang Foremen, shall be paid the maximum Extra Gang Foreman rate while so employed.

6.7 Extra Gang Foremen holding seniority as such prior to January 1, 1978, in charge of extra gangs of 30 men or over, or who have had 12 months' service or more as Extra Gang Foreman, shall be paid the maximum rate for Extra Gang Foremen while so employed.

6.8 Except as otherwise provided in Article 7.5 an employee required to relieve a Foreman temporarily will receive the Foreman's rate of pay as specified in Article 6.1. When such employee is required to be absent from his/her place of residence to fill other than a bulletined vacancy, he/she shall be paid expenses incurred up to \$15.00 per day. If such a position is not filled under the provisions of Article 15.10 of Agreement 10.1 or Article 3.4(a) of this Agreement,

then the Company shall have the right to fill a Foreman's vacancy, which is not bulletined, by an employee living at the location where the vacancy occurs. Such employee may be displaced by a senior qualified employee. In such instance, the latter shall not be entitled to the daily expense allowance referred to in this Article.

6.9

a) Definition of Grinder Operator

Removes excess weld metal by operating a heavy duty grinder on a welding gang, exclusively rebuilding battered rail ends. In addition, he may be required to perform slotting in conjunction with the work of the gang.

b) Definition of Utility Grinder Operator

Performs slotting and/or utility grinding as required and may be assisted by one helper. He may also be assigned to large welding gangs to perform slotting.

c) The practice of Welders performing grinding associated with their work, and of Track Department employees performing spot grinding and slotting shall be continued.

Western Lines

6.10 The bulletined position of Oiler Helper contemplates a helper on a locomotive type crane who is carrying out the duties of a helper and, in addition, is working toward qualifying on the machine. Successful applicants to the position must show acceptable progress, to the Company's satisfaction, on the machine within a period of up to sixty (60) working days. This period may be extended by agreement between the General Chairman and the proper officer of the Company. Should the incumbent be disqualified the next senior applicant will be assigned.

ARTICLE 7

Training

7.1 Employees taking training under this Training Program shall, for the purpose of this Agreement, be designated as follows:

(a) Regular Employee: An employee holding a position as an Extra Gang Foreman, an Assistant Extra Gang Foreman, a Track Maintenance Foreman, an Assistant Track Maintenance Foreman, a Track Maintainer, or a Trackman, prior to January 1, 1978, or an employee becoming qualified as a Track Maintainer pursuant to Article (b) below.

(b) Trainee: An employee establishing seniority as a Trackman on or after January 1, 1978. Such employee shall be regarded as a Trainee until he becomes fully qualified as a Track Maintainer, after which he will be regarded as a Regular Employee.

7.2 A Trainee must qualify as a Track Maintainer prior to accumulating two years of cumulative compensated service. A Trainee who fails twice on the Track Maintainer's test during such two-year period will be released from service or in the case of an employee who transferred from another sub-department in Maintenance of Way service, such employee may, seniority permitting, return to his former position.

Special Training Rules for Welding Employees:

Definition of Welder in training

7.3 An employee who has applied and found to be qualified to participate in the Maintenance of Way Welder Training Program and who is in training for the position of Welder.

Note: Employees who have requested and successfully complete Company sponsored training of three days or more may be required to protect assignments for which training has been provided for a period of one (1) work season.

Definition of Welder

7.4 An employee who has successfully completed the approved Maintenance of Way Welder Training Program and has been awarded a position as Welder.

7.5 Employees, excluding Engineering Yard Employees, first coming within the scope of this Agreement on or after May 1st, 1976 will be required to qualify in all aspects of welding and grinding. Engineering Yard Employees, upon application, may be accepted as Welders in training and upon transfer to the line for training will be governed by all rules covering line employees. Notwithstanding the provisions of Article 3.17(b) and Article 3.17(d) if an Engineering Yard Employee who is accepted as a Welder in training bids back into the yard on other than a Welder vacancy before he has completed his training, he will forfeit his line seniority and will thereafter not be considered eligible to bid on any line vacancies.

7.6 Qualified Welders and Grinders shall be expected to participate in training by assisting other employees to acquire the knowledge and practical experience essential for their development and proficiency in welding and grinding.

7.7 The training period shall consist of 3 years' (36 months') cumulative time assigned to duties which are included in the training program. During each training year

the Welder in training will be required to attend approximately 160 hours' classroom and workshop instruction. He may also be required to attend in the field instruction sessions. The balance of the time he must protect his regular field assignment and acquire the necessary field training and job experience.

7.8 Where practical, Welders in training will receive on-the-job training, attend instruction classes, and be given examinations during regular working hours. Where it is impractical to arrange hours so that a combination of hours worked in the shop and classroom hours does not exceed a spread of 8 hours excluding the meal period, then the accumulation of classroom hours may be arranged. The time off duty in lieu of this accumulation of hours shall be arranged to meet operational requirements.

7.9 Those employees retained as Welders in training may be required to undergo periodic tests, such tests to be related to the nature of the work to which they have been assigned. Seniority permitting, Welders in training may be required to work on various work assignments and at various work locations in order to further their training as Welder. Where identical training is available at more than one location, senior employees will have preference with respect to the location to which assigned.

7.10 Line employees, as provided for in Article 7.3, must participate in the Training Program, except that they may request either permanent or temporary release for justifiable cause and the Company will consider each case on its merit. In the event such employee is permitted to terminate classroom training for a temporary period due to illness or extraordinary circumstances, reinstatement shall be by mutual agreement between the Company and the Union.

7.11 Assessment of examination results, in conjunction with appraisal of Welder in training progress, shall be conducted periodically for the purpose of determining whether students are to continue in the training. Each Welder in training will be notified in writing the results of their assessments and

appraisals.

7.12 If a Welder in training fails to pass one or more examinations, he may be given an opportunity to re-write the examination(s) on a supplemental basis, providing it is approved by and he meets the requirements set by the Company.

7.13 An appraisal committee to assess progress will consist of the following persons:

General Welding Supervisor
Assistant Welding Supervisors
Instructors and Foremen Welders who possess first hand knowledge of the performance of the Welder in training.

7.14 In the event the Company terminates or suspends an employee's training, the level of appeal by the Welder in training and/or his accredited representative will commence at Step II of the Grievance Procedure.

7.15 The rest days for employees while engaged in classroom instruction shall be Saturday and Sunday.

7.16 Line Welding Department Helpers employed prior to May 1st, 1976 who have not as yet been exposed to the classroom training will be given the opportunity to so attend. Helpers who fail to accept this opportunity will be considered as "permanent" Helpers. Such Helpers will be shown on the seniority list with a "P" opposite their name.

7.17 A new employee entering the Welder Training Program who fails to pass the Welder's test twice during the training program will be released from service.

7.18 Line Welding Department employees below the classification of Welder, employed and qualified through the Company-paid classroom training prior to May 1st, 1976 will be given the opportunity of having a seniority date assigned to them as Welder. Placement on the Welder seniority list will be in the order qualified and will follow the last employee

shown on such seniority list as of May 1st, 1976. Those employees who decline to accept seniority dates as Welder will be shown on the seniority list with a "P" opposite their name.

7.19 In the event there are no qualified Welders available with seniority in the Welding Department on or after May 1st, 1976, Welder Helpers employed prior to such date who have successfully completed the Company-paid classroom training, will be assigned to any non-bid vacancy of Welder on the basis of their Helper seniority. They will remain on such vacancy until a qualified replacement is secured.

7.20 Time spent travelling, up to a maximum of eight (8) hours each way, will be paid to employees directed by the Company to attend training at an away-from-home location. Should such training be held at a location which is on another Region, then the employees will receive payment for all time travelling to attend such training. The Company will determine the method of travel and payment will be made at the employees' regular rate of pay.

7.21 Employees in classroom training will be provided with suitable housing accommodation. When meals are not provided by the Company actual reasonable expenses will be allowed.

7.22 Welding Department employees while engaged in classroom training will be allowed eight hours' pay at the hourly rate of pay they were receiving prior to entering classroom training or the first year Welder rate, whichever is higher.

ARTICLE 8

Patrol on Rest Days

8.1 When the Company requires the patrol of two or more sections on the sixth day of the regular work week as a regular practice, employees assigned to such patrol will be paid at the rate of time and one-half for the time so occupied

with a minimum of eight hours work.

(See Understanding No. 5. - Appendix I)

ARTICLE 9

Snow Service

9.1 Foremen and Operators in charge of snow plows or spreaders in snow service will be paid the rate of Extra Gang Foreman 30 or more men.

(See Understandings Nos. 6, 7. - Appendix I)

9.2 A Trackman or Track Maintainer who actually assists a Foreman in the operation of snow plow or flanger or when actually required to operate a spreader in snow service in conjunction with a snow plow, will be paid the rate Work Equipment Machine Operator Group II. This Article will also apply to a Leading Track Maintainer who is not required at that time to relieve the Foreman on his section. His Track Maintainer seniority will apply.

(See Understanding No. 8. - Appendix I)

9.3 The rate applicable will be paid the employee for the hours he is entitled to pay from the time required to report for duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside

the limits of such regularly assigned hours, except that for deadheading he shall be paid at pro rata rate.

(See Understanding No. 9. - Appendix I)

ARTICLE 10

Special Rules for Welding Employees working in Transcona Engineering Rail Yard Western Lines

10.1 Transcona employees regularly assigned to the Frog Shop of the Engineering Rail Yard will have preference for overtime in such shop, and employees regularly assigned to the Butt Weld Plant of the Engineering Rail Yard will have preference for overtime in such plant. In the event that no employees are available to work overtime from either of these locations, the Company may, if they choose, call an employee in accordance with the provisions of Article 8 of Agreement 10.1.

Signed at Montreal, Quebec, this 26th day of February 1998.

FOR THE COMPANY:

(Sgd) R.J. Dixon
Assistant Vice-President
Labour Relations and
Employment Legislation

FOR THE BROTHERHOOD:

(Sgd) R. A. Bowden
System Federation
General Chairman
Eastern System Federation

(Sgd) R. F. Liberty
System Federation
General Chairman
Western System Federation

APPENDICES

APPENDIX I

UNDERSTANDINGS

No. 1 - ARTICLE 2.5

Question:

"A" is a section from which a snow plow is operated. Can the Company require that Trackmen, Track Maintainers and Leading Track Maintainers bidding on positions bulletined for this Article, be qualified or qualify for the operation of snow plows?

Answer:

No. The Brotherhood and Management will cooperate in endeavouring to have sufficient qualified employees available to man snow fighting equipment.

No. 2 - ARTICLE 3

There is a vacancy for the position of Track Maintenance Foreman, and a Trackman/Track Maintainer or Leading Track Maintainer having the necessary service, and considered qualified, bids in same and is accepted, but after a period of from six to eight months he falls down on the job and is reduced, although still retaining his qualifications as a Trackman, Track Maintainer or Leading Track Maintainer.

Question:

Where does he go, back to his former position on section or to any section which his seniority would entitle him to?

Answer:

Unless satisfactorily placed by mutual arrangement, employee may exercise his seniority as Trackman, Track Maintainer or Leading Track Maintainer.

No. 3 - ARTICLE 4.5

It will not be necessary for the Trackman or Track Maintainer, having completed his probationary period under Agreement 10.8 to complete a probationary period under Agreement 10.13.

It is also understood that when a temporary extra gang labourer is employed on a regular section gang he will be required to comply with the provisions of Article 2.1 of this Agreement if he has not previously done so.

No. 4 - ARTICLE 5

Effective February 1, 1942, service performed in a special maintenance gang by a probationer who has had service on a regular section will be counted towards completing the probationary period as specified in Article 16.2a) of Agreement 10.1.

No. 5 - ARTICLE 8.1

A patrol over two sections is required by the Company on the sixth day of the regular work week as a regular practice. On one of the sixth days that the patrol is normally required, the same employees who may regularly perform the patrol are not assigned.

Question:

Would the employees who perform the patrol still be covered by the application of Article 8.1 even though they do not regularly perform the patrol?

Answer:

Yes. It is the intention of this Article that the patrol be required as a regular practice. It is not the intention that the same employee(s) must also be assigned as a regular practice in order to be paid in the manner prescribed.

No. 6 - ARTICLE 9.1

Question:

Does the Snow Plow Foreman assigned to such position have rights to position of Flanger Foreman when snow plow is not required?

Answer:

Yes.

No. 7 - ARTICLE 9.1

A Track Maintenance Foreman bidding in a Section on which a Snow Plow Foreman is required must qualify as a Snow Plow Foreman unless there are at the location sufficient Snow Plow Foremen or track department employees willing to qualify as such to meet requirements.

Should a Senior Snow Plow Foreman desire to exercise his seniority rights at any location he must make himself available when required.

No. 8 - ARTICLE 9.2

Question:

Should regular Trackmen, Track Maintainers and Leading Track Maintainers in order of seniority have preference for the purpose of assisting Snow Plow Foreman in the operation of a snow plow?

Answer:

Yes, if qualified.

No. 9 - ARTICLE 9.3

Question:

Article 9.3 of this Agreement, Snow Service, reads as follows:

"The rate applicable will be paid the employee for the hours he is entitled to pay from the time required to report for duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside the limits of such regularly assigned hours except that for deadheading he shall be paid at pro rata rate."

In view of the varied interpretations placed upon the words "for the hours he is entitled to pay", contained in this Article, how will the snow plow foreman be compensated under the following conditions?

Example I - A snow plow is called at Station "A" at 13K Wednesday and works to Station "B" tying up at Station "B" at 20K Wednesday and remaining at Station "B" until 6K Thursday when the plow foreman is called and works back to Station "A" arriving there at 14K. Foreman provided with suitable sleeping accommodation at Station "B". His assigned hours are 8K to 17K and twenty minutes allowed for meals en route. (Article 2.1 of Agreement 10.1.)

Snow Plow Foreman should be compensated:

From "A" to "B" - 13K to 17K at straight time rate. 17K to 20K

at the rate of time and one-half.

From "B" to "A" (return trip) - 6K to 8K at the rate of time and one-half.

8K to 12K at straight time rate.

12K to 13K at the rate of time and one-half.

13K to 14K at straight time rate.

Example II - A snow plow is called at Station "A" at 13K Friday and proceeds to Station "B" tying up at "B" at 24K. Plow is held at Station "B" and snow plow foreman, whose assigned hours are 8K to 17K Monday through Friday, is instructed to return to his home section at "A". There was no transportation available until Monday morning. Foreman was provided with suitable sleeping accommodation at Station "B".

Snow Plow Foreman is compensated:

From "A" to "B" - 13K to 17K at straight time.

17K to 24K at the rate of time and one-half.

Detention time allowed under Article 1.1 of Agreement 10.1.

Saturday awaiting conveyance - 16 hours straight time.

Sunday awaiting conveyance - 16 hours straight time.

Deadheading time on Monday from "B" to "A" to be paid at straight time rate.

Example III - A snow plow is called at Station "A" at 13K Tuesday and proceeds to Station "B" tying up at 20K. Plow is held at Station "B" all day Wednesday where snow plow foreman is provided with suitable sleeping accommodation. Plow leaves Station "B" on Thursday at 10K arriving Station "A" at 18K. The foreman's assigned hours are 8K to 17K, Monday through Friday.

Snow Plow Foreman should be compensated:

Tuesday - 13K to 17K at straight time. 17K to 20K at time and one-half.

Wednesday - 8K to 24K at straight time for detention as per Article 1.1 of Agreement 10.1.

Thursday - 8K to 12K at straight time.

12K to 13K at time and one-half.

13K to 17K at straight time.

17K to 18K at time and one-half.

No. 10 - GENERAL

Assigning of Trackmen, Track Maintainers or Leading Track Maintainers to paint switch targets when regular Painters available for such work.

Disposition: When the volume of work at any one point is sufficient to warrant it, a painter if available, will be assigned.

No. 11 - GENERAL

Subject to the provisions of Article 8.8 of Agreement 10.1, where track work is required on a rest day, preference shall be given to employees regularly working on that track section to perform such work, wherever this is reasonably practicable, before calling men from an adjoining section.

APPENDIX II

Montreal, July 15, 1977

Mr. T.V. Greig
System Federation General Chairman
Brotherhood of
Maintenance of Way Employees
15 Donald Street
Winnipeg, Manitoba

Mr. P.A. Legros
System Federation General Chairman
Brotherhood of
Maintenance of Way Employees
Room 306 - 45 Rideau St.
Ottawa, Ontario

Gentlemen:

This refers to Article 2.6 of Agreement 10.8 as recently amended to accommodate the new wage and classification structure, and training program for track service employees. As you know, the new Article 2.6 sets out the line of promotion for track service employees, including Assistant Extra Gang Foreman and Extra Gang Foreman. On Canadian National, it has not been our practice to consider these classifications as being in the same line of promotion as section forces.

We propose that the past practice in this regard be continued under the new classification structure and training program. For example, an employee establishing seniority as either Assistant Extra Gang

Foreman or Extra Gang Foreman, who did not previously hold seniority in the lower classifications (Track Maintenance Foreman, etc.), would not thereby automatically obtain seniority in the lower classification. By the same token, an employee applying for training as Extra Gang Foreman, would not be required to hold seniority or have taken training as a

Track Maintenance Foreman.

If you concur with this understanding, would you please so indicate by signing below.

Yours truly,

(Sgd) G.J. Milley
for Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd.) T.V. Greig
System Federation General Chairman

(Sgd.) Paul A. Legros
System Federation General Chairman

APPENDIX III

February 13, 1984

55Mr. P.A. Legros
System Federation
General Chairman
Brotherhood of Maintenance
of Way Employees
Suite 300
353 Dalhousie Street
Ottawa, Ontario
K1N 7G1

Mr. A.F. Currie
System Federation
General Chairman
Brotherhood of Maintenance
of Way Employees
15 Donald Street
Winnipeg, Manitoba
R3C 1M1

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees
Suite 1
1708 Bank Street
Ottawa, Ontario
K1V 7Y6

Gentlemen:

This has reference to the attached Memorandum of Agreement establishing the classification of Rail Lubricator Maintainer in Agreement 10.1 effective January 1, 1984.

This will confirm that we have agreed that an employee establishing seniority in the Rail Lubricator Maintainer classification will not, as a result, establish seniority in the Leading Track Maintainer, Assistant Track Maintenance Foreman or Track Maintenance Foreman classifications. In addition, the Rail Lubricator Maintainer position will be awarded based on the employee's Trackman/Track Maintainer seniority.

A Track Maintenance Foreman who has successfully completed the training program specified in Article 7 of this

Agreement and who has sufficient seniority to hold a permanent position in such classification will forfeit his Track Maintenance Foreman seniority if he is successful in obtaining a position of Rail Lubricator Maintainer.

An employee's former seniority in the classification of Rail Lubricator Maintainer will be recognized for seniority purposes.

If you concur with this understanding, would you please indicate by signing below.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) Paul. A. Legros
System Federation
General Chairman
Eastern Lines

(Sgd) A.F. Currie
System Federation
General Chairman
Western Lines

(Sgd) A. Passaretti
Vice-President

APPENDIX IV

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the classification of Inspect and Repair Section (I.R.S.) Foreman.

It is agreed that effective 1 March 1984:

1. Appointments to bulletined I.R.S. Foreman positions shall be made on the basis of seniority in the highest classification.
2. An employee will not establish seniority as a result of being appointed to an I.R.S. Foreman position, however, he will have an asterisk (*) placed beside his name on the seniority list.
3. An employee appointed to an I.R.S. Foreman position will be considered as on probation for 120 working days and must display a desire and aptitude for the work. During this period the employee may elect to relinquish his rights as an I.R.S. Foreman in which case he will be permitted to exercise his displacement rights and have the asterisk (*) removed from beside his name on the seniority list.
4. A training module will be developed for the I.R.S. Foreman classification and employees will have the option of taking this training at the same time they enter the Training Program for the Track Maintenance Foreman classification.
5.
 - (a) Pending the introduction of the training module for the I.R.S. Foreman classification into the Training Program (covered by Article 7 of this Agreement) an evaluation committee of Company officers will be established to monitor the employees described in paragraph 3 of this

Memorandum. Following a training period both on the job and in a class room environment such employees will be given corresponding qualifying tests. An employee who fails such test(s) will have the asterisk (*) removed from beside his name on the seniority list and he will be required to exercise his displacement rights.

(b) An employee who passes the qualifying tests during his probationary period will be entitled to receive the after training rate of pay.

Note: When the evaluation committee finds that a probationary I.R.S. Foreman lacks the ability to perform the work required the employee will be required to exercise his displacement rights and the asterisk (*) will be removed from beside his name on the seniority list. The General Chairman may request a meeting with the evaluation committee where the employee's shortcomings will be discussed and documentation provided.

6. On appointment to an I.R.S. Foreman position, an employee who has successfully passed the I.R.S. Foreman training under the Training Program (Article 7 of Agreement 10.8) will be allowed a trial period which shall not exceed 120 working days in order to allow the employee to demonstrate his ability to perform the work required.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his former position and will have the asterisk (*) removed from beside his name on the seniority list.

7.

(a) Temporary vacancies in the I.R.S. Foreman classification of less than forty-five days will be filled by the L.T.M. or Assistant Track Maintenance Foreman who is working on the same Inspect and Repair Section. However, such employee will not be required to assume the responsibilities of an I.R.S. Foreman and will only perform the normal duties of a Track Maintenance Foreman.

(b) Permanent or temporary vacancies of forty-five days or more will be bulletined in accordance with Article 3 of Agreement 10.8.

8. An employee's seniority in the Track Maintenance Foreman classification will govern for the purpose of exercising displacement rights in the I.R.S. Foreman classification.

9. An employee will be considered a fully qualified I.R.S. Foreman at the expiration of his probationary or trial period as outlined in paragraphs 3 and 6 of this Agreement.

10. The training aspects of this Agreement will be subject to review within a one year period by the signatories hereto.

11. Except as otherwise provided herein, the terms of Agreement 10.1 are applicable to employees covered by this Memorandum of Agreement.

Signed at Montreal, Quebec this 27th day of February, 1984.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE EMPLOYEES:

(Sgd) Paul A. Legros
System Federation
General Chairman
Eastern Lines

(Sgd) A.F. Currie
System Federation
General Chairman
Western Lines

(Sgd) A. Passaretti
Vice-President

APPENDIX V

March 8, 1984

Mr. P.A. Legros System Federation General Chairman Brotherhood of Maintenance of Way Employees Suite 300 353 Dalhousie Street Ottawa, Ontario K1N 7G1	Mr. A.F. Currie System Federation General Chairman Brotherhood of Maintenance of Way Employees 15 Donald Street Winnipeg, Manitoba R3C 1M1
Mr. A. Passaretti Vice-President Brotherhood of Maintenance of Way Employees Suite 1 1708 Bank Street Ottawa, Ontario K1V 7Y6	

Gentlemen:

This has reference to the Memorandum of Agreement signed on 27 February 1984 with respect to the rules governing the classification of Inspect and Repair Section (I.R.S.) Foreman in Agreement 10.1

As you are aware, appointments to bulletined I.R.S. Foreman positions will be made on the basis of seniority in the highest classification. In most cases, an employee holding a permanent Track Maintenance Foreman's position can be expected to be appointed to an I.R.S. Foreman position. This employee would then be required to go through a 120 working day probationary or trial period during which time his qualifications will be assessed. In the event that such employee is disqualified as an I.R.S. Foreman, he may be required to return to his former position.

This will confirm that we have agreed that under the foregoing circumstances, the vacated Track Maintenance Foreman's position will be filled temporarily as outlined in Article 3.4 (b) of this Agreement. The "120 calendar days" referred to in Article 3.4 (b) will, however, be extended for that period of time during which the employee is on probation or trial as outlined in the Memorandum of Agreement dated 27 February 1984.

Track Maintenance Foremen whose positions are abolished as a result of the track force reorganization will be required to exercise their displacement rights in accordance with paragraph 5 of the above mentioned Memorandum of Agreement in the event they are disqualified as I.R.S. Foremen.

If you concur with this understanding would you please so indicate by signing below.

Yours truly,

(Sgd) J.R. Gilman
For: Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) A.F. Currie
System Federation
General Chairman
Western Lines

(Sgd) Paul A. Legros
System Federation
General Chairman
Eastern Lines

(Sgd) A. Passaretti
Vice-President

APPENDIX VI

CANADIAN NATIONAL RAILWAY COMPANY

ATLANTIC, ST. LAWRENCE AND GREAT LAKES REGIONS

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the classification of Inspect and Repair Section (I.R.S.) Foreman.

1. Appointments to bulletined I.R.S. Foreman positions shall be made on the basis of the employee's seniority in the highest classification. An employee occupying a temporary vacancy or temporary position who is awarded a permanent I.R.S. Foreman position will be required to fill such position immediately following the award.
2. An employee will not establish seniority in the I.R.S. classification as a result of being appointed to an I.R.S. Foreman position. He will have an asterisk placed beside his name on the seniority list when he becomes fully qualified.
3. An employee appointed to an I.R.S. Foreman position will be considered as on probation for 120 working days and must display a desire and aptitude for the work. If the Company requires to fill the employee's vacated position during the probationary period it will advertise the position as a temporary vacancy.

4.

(a) Following a training period both on the job and in a classroom environment, an employee will be given corresponding qualifying tests. An employee who fails such test(s) will be returned to his former position. If the employee's former position is abolished, or claimed by a senior employee, he will be required to exercise his displacement rights onto another permanent position.

(b) An employee who passes the qualifying tests during his probationary period will be entitled to receive the after training rate of pay. If the employee is precluded from completing the I.R.S. Training Program within the probationary period, through no fault of his own, he will be entitled to receive the after training rate on the expiration of his probationary period.

(c) An employee who fails any test will only be considered for further testing or training on his own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing or training must submit his written request to his Supervisor.

5.

(a) Temporary vacancies in the I.R.S. Foreman classification of less than forty-five days will be filled by the L.T.M. or Assistant Track Maintenance Foreman who is working on the same Inspect and Repair Section. However, such employee will not be required to assume the responsibilities of an I.R.S. Foreman and will only perform the normal duties of a Track Maintenance Foreman.

(b) Permanent or temporary vacancies of forty-five days or more will be bulletined in accordance with Article 3 of Agreement 10.8.

6. An employee's seniority in the Track Maintenance Foreman classification will govern for the purpose of exercising displacement rights in the I.R.S. Foreman classification.

7. An employee will be considered a fully qualified I.R.S.

Foreman at the expiration of his probationary period and successful completion of the I.R.S. Training Program.

8.

(a) An employee will not be permitted to bid temporary vacancies or temporary positions during his probationary period except as provided in (b).

(b) An I.R.S. Foreman will be required to protect his Extra Gang Foreman and Assistant Extra Gang Foreman seniority by responding to bulletins advertising such positions. If the employee is successful in obtaining a position in one of these higher classifications he will be required to fill such position at the expiration of his probationary period and will continue to retain seniority in the higher classification.

9. Except as otherwise provided herein, the terms of Agreements 10.1 and 10.8 are applicable to employees covered by this Memorandum of Agreement.

10. This Memorandum of Agreement is effective 1 February 1986 and cancels Appendices IV and V of Agreement 10.8 on the Atlantic, St. Lawrence and Great Lakes Regions.

Signed at Montreal, Quebec this 24th day of January 1986.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE UNION:

(Sgd) Paul A. Legros
System Federation
General Chairman
Eastern Lines

APPENDIX VII

January 14, 1987

Mr. G. Schneider
System Federation
General Chairman
Brotherhood of Maintenance
of Way Employees
15 Donald Street
Winnipeg, Manitoba
R3C 1M1

Mr. P.A. Legros
System Federation
General Chairman
Brotherhood of Maintenance
of Way Employees
Suite 300
353 Dalhousie Street
Ottawa, Ontario
K1N 7G1

Gentlemen:

This refers to your proposal concerning accommodations for employees who are required to relocate as a result of displacements which were brought about by fluctuation of traffic or by a technological, operational or organizational change.

As the Brotherhood explained it, there were problems at certain isolated or sparsely populated areas where housing was either difficult to find or required some time to secure. Although you were not in a position to specifically identify each of these locations, you were nevertheless prepared to undertake a review of this situation.

The parties have therefore agreed to meet during the closed period of the contract to consider ways and means to enter into some arrangement for those locations which will be identified by the Brotherhood. It is understood that such arrangements will not place an unreasonable economic burden upon the Company.

In the meantime, the Company may provide an employee at

an isolated or sparsely populated location with accommodation for a temporary period of up to two months in the form of a boarding car or bunkhouses where employees are in the process of relocating but where there may be a delay before permanent relocation is made.

In making this commitment, there may be times when such boarding facilities are not available and no assistance will be provided. In such instances, the Company Officer concerned will, upon request, discuss the problem with the Brotherhood Representative involved. In any event it should be understood that the final determination as to where and when boarding cars will be supplied will continue to rest with appropriate Company Officers.

Will you please indicate your concurrence with the above by signing in the space provided below.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

(Sgd) G. Schneider
System Federation
General Chairman
Western Lines

(Sgd) P.A. Legros
System Federation
General Chairman
Eastern Lines

APPENDIX VIII

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian

National Railway Company and the Brotherhood of Maintenance of Way Employees governing the rate of pay applicable to Track employees responsible for the protection of track units or track work.

IT IS AGREED that Track employees working in a classification lower than that of a Foreman, shall be compensated at the rate of pay of a Track Maintenance Foreman pursuant to the provisions of Article 6.1 (A) of Supplemental Agreement 10.8 when assigned the duties of handling CROR Rule 42 or Track Occupancy Permits (TOP).

It is understood that such employees will be deemed as assigned the duties of handling CROR Rule 42 or TOP when identified as the Foreman on the form prescribed by the Operating Rules for such protection.

This rate of pay will be paid solely for the actual time that the employees are engaged in the performance of the duties directly related to the protection of track units or track work, such as:

Establishing the requirements of Rule 42 or TOP protection by consulting with the Foreman in charge of the work regarding the nature of the work, tracks affected, mileage limits, time limits, etc.

Arranging for the protection with the Rail Traffic Controller and providing for placement and removal of flags in accordance with the Operating Rules.

Ensuring the employees protected by Rule 42 or by TOP have a thorough understanding of the protection, i.e. mileage limits, tracks affected, time limits, etc.

Developing with the employees protected by Rule 42 or by TOP a thorough understanding of procedures for clearing trains through the work limits.

Handling the radio communications with train traffic and the Rail Traffic Controller.

Notifying the Foreman in charge of work protected by Rule 42 or TOP of approaching trains and acting on that Foreman's instructions.

This Memorandum of Agreement is subject to cancellation on sixty days' written notice by either party to the other.

Signed in Montreal, Quebec, this 16th day of September, 1993

FOR THE COMPANY:

(Sgd) Mark M. Boyle
For : Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD :

(Sgd) R.A. Bowden
System Federation
General Chairman
(Eastern Lines)

APPENDIX IX

APPENDICES APPLICABLE TO EXTRA GANG LABOURERS
AND ATTENDANT

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the recognized seasonal working period for employees working in the classifications of Extra Gang Labourers and Attendant (formerly covered by Supplemental Agreement 10.13).

1. IT IS AGREED that Extra Gang Labourers and Attendants will be considered Seasonal Employees under Article 10 of the Employment Security and Income Maintenance Plan. The recognized seasonal working period for these employees shall be:

April 15 to November 30 for the territory from Kamloops west on the main line, including Kamloops and Vancouver Island;

and

April 15 to November 15 for the remainder of the System.

2. This Memorandum of Agreement supersedes all previous Memoranda of Agreement, Letters of Understanding and Letters of Agreement with respect to seasonal working periods for the employees covered herein.

Signed at Montreal, Quebec, this 14th day of April 1996.

FOR THE COMPANY:

(Sgd) W.T. Lineker
Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

(Sgd) R.A. Bowden
System Federation
General Chairman
Eastern Federation

(Sgd) G. Schneider
System Federation
General Chairman
Western Federation

APPENDIX X

ATLANTIC, ST. LAWRENCE AND GREAT LAKES REGIONS

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the establishment of a Bus Driver / Extra Gang Labourer classification on the Atlantic, St. Lawrence and Great Lakes Regions.

IT IS AGREED THAT effective 1 April 1989:

1. The following classification and rate of pay will be established on the Atlantic, St. Lawrence and Great Lakes Regions:

Bus Driver / Extra Gang Labourer

13.065 \$ per hour

2. A notice advertising vacancies in the classification of Bus Driver / Extra Gang Labourer for System Production Gangs on each of the three Eastern Regions will be posted for a period of five (5) working days.

3. An employee who submits an application for a Bus Driver / Extra Gang Labourer position must be qualified in the operation, care and maintenance of a 60 passenger bus and must be in possession of a valid and applicable provincial driver's license. Such employee will be required to secure a U.C.O.R. "D" Card within 30 days of appointment.

4. Employees will be awarded positions in order of their Extra Gang Labourer seniority provided they are qualified and provided that the employee's residence is within a reasonable proximity of the final bus destination.

5. An employee working as a Bus Driver / Extra Gang

Labourer may be assigned to other Production Gangs in order to meet operational requirements.

6. When employes have completed their Bus Driver / Extra Gang Labourer assignments they may exercise their displacement rights on other employees holding positions in the same classification using their Extra Gang Labourer seniority provided they reside within a reasonable proximity of the final bus destination.

7. Bus Driver / Extra Gang Labourer assignments will be scheduled to work the same work cycle arrangement which is applicable to the Production Extra Gang.

8. Employees working Bus Driver / Extra Gang Labourer positions may have the starting time of the first day of their work cycle changed to coincide with the departure time of the bus. Such employees may also have the starting time of the last day of their work cycle changed to ensure sufficient rest period to the departure time of the bus.

9. A Bus Driver / Extra Gang Labourer may be required to perform other duties within the maintenance of way department when not required to operate a bus.

10. Except as otherwise provided herein, an employee working in the Bus Driver / Extra Gang Labourer classification will be governed by the provisions of Agreement 10.1 and supplemental Agreement 10.13.

11. All practices, understandings or agreements which may exist on the Atlantic, St. Lawrence and Great Lakes Regions with respect to Production Gang Bus Drivers are hereby cancelled.

12. This Memorandum of Agreement shall become effective on the date of signing and shall remain in effect thereafter from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Such cancellation notice may only be served during the period October 15 to November 15 in any year.

Signed at Montreal, Quebec this 21st day of April 1989.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

(Sgd) W.W. Wilson

For: Assistant Vice-President
Labour Relations

(Sgd) R.A. Bowden

System Federation
General Chairman
CN Eastern Lines

SPECIAL APPENDICES FOR WELDING EMPLOYEES

APPENDIX XI

MEMORANDUM OF AGREEMENT between the Canadian Brotherhood of Railway, Transport and General Workers, the Brotherhood of Maintenance of Way Employees and the Canadian National Railway with respect to certain occupational classifications in the new Engineering Yard in Belleville, Ont.

With the establishment of the new Engineering Yard in Belleville, Ont. on 1 April 1971 and the concurrent transfer to that Yard of the work performed in the Belleville Rail Yard and Butt Welding operations in Southwark, Que. and Moncton, N.B.;

IT IS AGREED THAT:

1. The occupational classifications in the Engineering Yard listed below will come under the scope of the Collective Agreements as indicated and the present occupational classifications in the Belleville Rail Yard are concurrently discontinued.

Classification	Collective Agreement
Welder	BMWE (10.6)
Utility Grinder	BMWE (10.6)
Machine Operator Gr. 1 (Loco. & Burro Cranes)	BMWE (10.10)
Machine Operator Gr. 2 (Overhead Crane)	BMWE (10.10)
Helper	BMWE (10.10)
Mechanic "A"	BMWE (10.10)
Sawyers	CBRT & GW (5.1)
Equipment Operator (Trackmobile)	CBRT & GW (5.1)
Rail Classifier	CBRT & GW (5.1)
Rail Sorter Operator	CBRT & GW (5.1)
Classified Labourer	CBRT & GW (5.1)

Labourer	CBRT & GW (5.1)
Janitor	CBRT & GW (5.1)

* \$0.20 skill pay also applicable if incumbent fully qualified.

2.

(a) Employees who on 31 March 1971 are permanently assigned to positions of Crane Operator and/or Crane Operator Helper in the Belleville Rail Yard will be transferred to the scope of agreement governing Work Equipment Employees (hereinafter referred to as Agreement 10.10) with a seniority date of 1 April 1971 and will retain their seniority under Agreement No. 5.1 for a period of one year.

(b) Should such permanently assigned employees not wish to transfer with their work to the scope of Agreement 10.10 they will be permitted to vacate their position and exercise their seniority in their group on a position for which they are qualified. Any position so vacated will be advertised to the employees on the Stores Department Seniority list at Belleville and the successful applicants will be subject to the provisions of Clause 2(a), above.

(c) Any position not so filled will be bulletined to Maintenance of Way employees under the terms of Agreement 10.10.

(d) Employees who transfer to the scope of Agreement 10.10 as per 2(a), above, may within one year of the effective date of the change elect, in writing, to return to a position under the scope of the Agreement 5.1. If he so elects at any time within that year he will be permitted to do so only by applying on the first permanent vacancy on any position within the Stores Department Seniority group in Belleville, notwithstanding that the vacancy may occur after the one year period has expired.

(e) Employees who transfer to the scope of Agreement 10.10 as per above, will have preference over other Maintenance of Way employees to the position with which transferred. Should any such employee voluntarily exercise

his seniority on another position while he is able to hold the position with which transferred, he will forfeit the preference rights provided for herein.

Signed at Montreal, Que. this 14th day of April 1971.

FOR THE COMPANY:

(Sgd) K.L. Crump
For: Vice-President
Personnel & Labour Relations

FOR THE EMPLOYEES:

(Sgd.) P.E. Jutras
Regional Vice-President
Canadian Brotherhood of
Railway, Transport and
General Workers

(Sgd.) Paul A. Legros
System Federation
General Chairman
Brotherhood of
Maintenance of Way
Employees

APPENDIX XII

CANADIAN NATIONAL RAILWAYS

March 12, 1976

Mr. P.A. Legros
System Federation
General Chairman
Brotherhood of Maintenance
of Way Employees
Room 306 - 45 Rideau Street
Ottawa, Ontario
K1N 5W8

Dear Mr. Legros:

In the application of the Welding Agreement on Eastern Lines, a General Foreman appointed by the Company may act as Welding Gang Foreman and, in the event a Welding Gang Foreman is required to leave his gang temporarily, the senior qualified Welder in the gang will act and be paid as Welding Gang Foreman.

If you are in agreement with this Understanding, would you please so indicate by signing in the space below.

Yours truly,

I CONCUR:

(Sgd) G.J. Milley
for: Assistant Vice-President
Labour Relations

(Sgd) Paul A. Legros
System Federation
General Chairman

APPENDIX XIII

MEMORANDUM OF AGREEMENT between the Brotherhood of Maintenance of Way Employees and the Canadian National Railway Company revising Agreement 10.5 with respect to the establishment of certain classification levels and corresponding rates of pay in the Engineering Yard at Transcona, Man.

Effective June 1, 1981, it is agreed that:

1) Six classification levels will be established for the Engineering Yard at Transcona as follows:

Level 6 - Classified Labourer.

Level 5 - Crane Assistant, Driller, Classifier, Utility Grinder Operator, Glued Joints Assembler, Operator of Cranes up to 10 tons.

Level 4 - Bridge Crane Operator (15 tons).

Level 3 - Ultrasonic Sorter Operator, Sawyer, Grinder Class "A", Dismantler Operator, Mobile Equipment Operator, End Hardener Operator, Planer-Grinder.

Level 2 - Locomotive Crane Operator (30 tons or more), Bridge Crane Operator (25 tons).

Level 1 - Welder, Butt Weld Operator, Butt Weld Inspector.

2) A seniority list will be established showing each classification level. Employees will be accorded a seniority date in a classification level and all lower classification levels upon being awarded a bulletined position in any classification within a certain level. An employee who is demoted or who is awarded a bulletined position in a lower classification level, will forfeit his seniority rights in all higher classification levels.

3) Vacancies and new positions will be bulletined and

applications submitted in accordance with Article 3 of Agreement 10.5. Except as provided in Clauses 4 and 5 hereof, awards will be made to senior qualified applicants on the following basis:

(a) preference will first be given in seniority order to qualified employees occupying positions in the same level;

(b) if no applications are received from employees referred to in Clause (a) above, preference will be given to qualified employees in the next lower level, and so on.

4) Notwithstanding the provisions of Clause (b) above, where no applications are received for positions bulletined in level 2 from qualified employees holding seniority in level 2, awards will be made on the basis of level 5 seniority to employees who are qualified as Crane Assistants.

5) In considering applications for positions in level 1, preference will first be given to employees who have participated in the Maintenance of Way Welder Training Program and who have completed the first year of classroom instruction.

6) In considering applications to bulletined positions, management will be the judge of qualifications. Successful applicants to bulletined positions will be required to demonstrate their skills to satisfactorily perform the work within a reasonable probationary period of up to 30 working days.

7) The provisions of this Memorandum of Agreement shall prevail notwithstanding the provisions of Agreement 10.5 which may be in conflict with or restrict the full application of this Memorandum of Agreement.

Signed at Montreal, Quebec, this 7th day of July 1981.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

(Sgd) D.C. Fraleigh
For: Vice-President
Labour Relations

(Sgd) A.F. Currie
For: F.L. Stoppler
System Federation
General Chairman
CN Western Lines

APPENDIX XIII
(Continued)

Montreal, Quebec
9 June 1981

Mr. F.L. Stoppler
System Federation
General Chairman
B.M.W.E.
15 Donald Street
Winnipeg, Manitoba

Dear Mr. Stoppler:

Please refer to the Memorandum of Agreement effective June 1, 1981, with respect to the establishment of certain seniority groups in the Engineering Yard at Transcona, Manitoba.

Clause 5 of the Memorandum refers to preference being given for Group 1 Welder and Butt Welder positions to employees who have completed the first year of classroom instruction in the Maintenance of Way Welder Training Program. When the Company requires employees to participate in the Welder Training Program, it will be our intention to select candidates on the same basis as the principle established in clause 3(b) of the Memorandum of Agreement. That is to say that selections will be made on the basis of seniority starting with those employees who hold seniority in the highest group and so on.

Please indicate your concurrence to this method of selection by signing in the space provided below and retaining a copy for your records.

Yours truly,

(Sgd) D.C. Fraleigh
for Vice-President
Labour Relations

I CONCUR:

(Sgd) A.F. Currie
for F.L. Stoppler
System Federation
General Chairman

APPENDIX XIV

17 March 1982

Mr. P.A. Legros	Mr. A.F. Currie
System Federation	System Federation
General Chairman	General Chairman
Brotherhood of Maintenance of Way Employees	Brotherhood of Maintenance of Way Employees
Suite 300	15 Donald Street
353 Dalhousie Street	Winnipeg, Manitoba
Ottawa, Ontario	R3C 1M1
K1N 7G1	

Gentlemen:

This refers to my letter of October 13, 1981 concerning the commitment to provide you with general guidelines under which boarding cars will be supplied to employees working under the provisions of Agreement 10.5. These are guidelines which will apply in addition to the considerations already provided by the terms of Article 2.1 of Agreement 10.1.

In establishing general guidelines, it is necessary to accept the basic premise that employees will normally maintain their permanent residence in proximity to where they work on a permanent basis. This they would do ordinarily of their own accord and is a personal responsibility over which the Company has no interest or control.

However, due to the nature of our operations, there are circumstances which require employees to work at locations that are not in reasonable proximity to their permanent residence. It is in circumstances such as these, over which the employee has no control, that it would be expected the Company assume responsibility for providing some form of accommodation to the employee.

These circumstances involve situations as follows:

- 1) where employees are required to move frequently from one work location to another or whether they may be required to work in remote locations where living accommodations are not available;
- 2) where employees, through the exercising of seniority rights, are required to work away from their permanent residence under circumstances where they would not normally be expected to relocate; or
- 3) where employees would be permanently relocating, but where there may be a temporary period of time where some form of accommodation would be warranted before the permanent relocation is made.

It is under the three foregoing circumstances that accommodation may be provided by the Company in the form of boarding cars.

In the case of Item 1 above, boarding cars or some form of accommodation will always be provided to employees when required to work away from their permanent residence.

In making this commitment for Items 2 and 3 however, there may be times when boarding facilities are not available and no assistance will be provided. In such instances, the Company Officer concerned will, upon request, discuss the problem with the Brotherhood Representative involved. In any event it should be understood that the final determination as to where and when boarding cars will be supplied will continue to rest with Company Officers on the Regions.

One of the problems you pointed out in our discussions, concerns the situation where the Company issues bulletins advertising positions at locations where boarding accommodations are not supplied. This practice is not acceptable to the Brotherhood because employees who would normally require boarding accommodation have no way of

knowing if accommodation will be supplied when they are required to exercise their seniority rights to one of these locations.

At times employees have been supplied with boarding accommodation at these locations even though the latest bulletin indicated that boarding accommodations would not be provided. This practice will continue to apply where practicable, depending on the availability of boarding cars.

(Sgd) P.R. Richards
Chief Engineer

AGREEMENT 10.9

between

THE CANADIAN NATIONAL RAILWAY COMPANY

And

**THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES**

Governing

**Rates of pay and Rules for
Bridge and Structure Employees**

Supplemental to Agreement 10.1

Effective January 1, 1998

Revised and Reprinted August 1998

(Version française disponible sur demande)

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ARTICLE 1

Coverage and Definition of Employee

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ARTICLE 2

Seniority Status and Lists

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2.2 Intentionally left blank.

2.3 Employees appointed to higher classifications by bulletin will be accorded a seniority date from the date of appointment on bulletin in such classification and in all lower-rated classifications as defined in Articles 2.5 or 2.6 or 2.7 below in which they are qualified to work, and in which they have not previously established seniority.

Definitions

B&S Foreperson and Painter Foreperson

2.4

a) Employees who are required to lead, guide and direct other employees in the proper and safe performance of their work. Such employee must interpret drawings, prepare cost estimates, make sketches as well as work at heights and do administrative work. In addition, the employee must hold a valid Canadian Rail Operating Rules (CROR) qualifications and must possess an appropriate driver's licence.

Trades-worker Foreperson

b) In addition to Article 2.4a) above, these employees may be required to hold a provincial permit or certificate to practice in their respective trade.

Skilled Trades-workers (Bench Carpenter, Blacksmith, Bricklayer, Electrician, Mason, Plasterer, Plumber/Pipefitter, Pump Repairer, Tinsmith, Welder, etc.)

c) Employees who may be required to hold a valid provincial permit or certificate to work in their respective trades. Such employee is required to develop cost estimates, work from drawings and make sketches. In addition, they are required to take-off and order materials, work at heights and may be required to obtain an appropriate driver's licence. These employees may be required to secure a valid Canadian Rail Operating Rules (CROR) qualifications.

Carpenter

d) Employees qualified to work on buildings, bridges, culverts, falseworks, scaffolding and other related work. Such employees are required to have a proper kit of necessary tools to carry out the work of their trade and they must be able to work from drawings and take-off and order materials. They may be required to secure a valid Canadian Rail Operating Rules (CROR) qualifications and an appropriate driver's licence.

Bridgeperson

e) Employees who are able to handle the necessary tools and are qualified to work on buildings, bridges, culverts and other related work. Such employees are able to take-off and order materials and work at heights. In addition, they may be required to secure an appropriate driver's licence as well as a valid Canadian Rail Operating Rules (CROR) qualifications.

Painter

f) Employees who are qualified in surface preparation and applications of all kinds of coatings. Such employees are required to order materials, erect scaffolding and work at heights. In addition, they may be required to secure an appropriate driver's licence and a valid Canadian Rail Operating Rules (CROR) qualifications.

Helper

g) Employees assigned to assist other employees specified herein. Such employees may be required to work at heights and secure a valid Canadian Rail Operating Rules (CROR) qualifications within a two-year period. In addition, they may be required to secure an appropriate driver's licence.

Note 1: In the case where a vehicle is assigned to a particular gang, two employees in the gang will be required to hold an appropriate driver's license. Where two vehicles are assigned to a particular gang three employees will be required to hold an appropriate driver's license.

Note 2: The above definitions are for description purpose only and are not intended to restrict or limit the assignment of duties. Therefore, no grievances

can be initiated with respect to the above definitions.

Promotion:

2.5 The lines of promotion for Bridges and Structures (B&S) employees shall be limited to each of the groups (A) to (D) as follows:

B & S Classifications

- (A)** Labourer
- Helper
- Bridgeperson
- Carpenter
- Bench Carpenter (optional)
- Foreperson

Plumber/Pipefitter Classifications

- (B)** Helper
- Plumber/Pipefitter
- Plumber/Pipefitter Foreperson

Painter Classifications

- (C)** Helper
- Painter
- Painter Foreperson

Other Skilled Trade Classifications

- (D) Helper
- Trade-worker
- Trade-worker Foreperson

Note: Helpers identified in groups A, B, C and D above will only be permitted to exercise their displacement rights within their own group.

2.6 The classifications for Steel Bridge employees shall be as follows:

- Assistant Steel Bridge Foreperson
- Steel Bridge Worker/Welder
- Steel Bridge worker
- Blacksmith
- Derrick Operator
- Labourer

2.7 The classifications for Masonry employees shall be as follows:

- Assistant Masonry Foreperson
- Masonry worker

Special rules for Divers

2.8

a) Employees who, in Management's opinion, qualify as Divers shall have their names added to the Divers' seniority list on the date they qualify as Divers.

b) Employees holding seniority in this supplemental Agreement shall receive preference in filling positions of Diver provided they are qualified to train as Divers. In the event no qualified applicants are available to train as Divers new employees may be taken into the service.

c) The Company and the Brotherhood recognize the desirability of having qualified employees exercise their diving skills regularly. To this end, diving work may be distributed among qualified Divers as nearly as possible on an equal time basis.

d) Employees working as Divers covered by this Supplemental Agreement cannot be displaced by employees from another Maintenance of Way Agreement, who do not hold seniority as Divers under this Supplemental Agreement, and will, when not actually engaged in diving operations, return to their regularly assigned position and rate of pay.

e) Employees working as Divers covered by this Supplemental Agreement awarded positions covered by another Maintenance of Way Supplemental Agreement by bidding on bulletined positions will have their seniority rights protected until they can be released from such service to take the awarded position.

f) Employees when required to travel from their regular assigned position to perform diving work at other points on the Region, will be allowed travelling and waiting time at pro rata rate during the hours of regular assignment. Necessary actual expenses will be allowed while away from Headquarters.

ARTICLE 3

Bulletining and Filling Positions

3.1

a) Except as otherwise provided in Article 15.10 of Agreement 10.1 employees shall be advised by traditional or electronic bulletin on the first Tuesday of each month, or as otherwise agreed, of all vacancies or new positions in their department.

b) When traditional bulletins are issued, they will be posted promptly in places accessible to all employees affected. When electronic bulletins are issued they will be accessible through the utilization of electronic means such as telephones (800 number), electronic mail, faxmittal etc. A copy of each bulletin will be furnished to the Local Chairman and General Chairman of the territory involved.

c) This rule is not intended to preclude the issuance of individual bulletins on other than the first Tuesday of each month should circumstances so warrant in any particular instance.

d) New positions and vacancies, as required, will be advertised and preference will be given to employees, provided they are qualified to:

i) employees holding seniority under the grouping under which the position is advertised as outlined in Articles 2.5, 2.6 and 2.7 of this Agreement,

ii) employees covered under this Supplemental Agreement. The award of these positions will be by service date under Agreement 10.1,

iii) employees covered by the Track Supplemental

Agreement in order of seniority,

iv) employees covered by the Work Equipment Supplemental Agreement in order of seniority.

3.2 Employees assigned to positions as outlined in Article 2.6 and 2.7 will be considered as on probation for the first six months and if they show no aptitude for the work, or elect to relinquish their rights during that period, they will not be retained but will be permitted to exercise their seniority in their former department. No further opportunity will be afforded to such employee to qualify for any position covered by this Agreement.

3.3 Bulletins will provide the following; classification of position (if temporary, the expected duration), location, rates of pay and living accommodation if any.

3.4 Employees desiring bulletined positions will submit applications, either in writing or by electronic means. Such application must reach the designated officer not later than the fourteenth (14) day after the date of the bulletin. Applicants must forward a copy of their application to the Local Chairman. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

3.5 Employees will only establish seniority in a higher classification by being awarded a bulletined vacancy in such higher classification. Employees filling a temporary vacancy under Article 15.10 of Agreement 10.1, will revert to their former position at the conclusion of such temporary vacancy.

3.6 When it is known in advance that there will be a vacancy or new position, it will be included in the next bulletin.

3.7 Employees obtaining temporary vacancy of forty-five (45) days or more by bid in a higher classification must exercise their seniority on the first permanent vacancy that becomes available in the higher classification and fill such vacancy at the conclusion of the temporary position. If no such permanent vacancy becomes available they must exercise their seniority to displace a junior employee holding a bulletined temporary position in the higher classification provided such temporary position is expected to be in existence for of forty-five (45) days or more.

3.8 Employees who are unable to exercise their seniority to fill another position in such higher classification in accordance with Article 3.7, shall revert to their former permanent position and retain their seniority rights in the higher classification.

3.9

a) Employees who decline to exercise their seniority to fill another position in such higher classification in accordance with Article 3.7 shall revert to their former permanent position at the conclusion of the temporary position and forfeit all seniority rights in the higher classification and their name shall be removed from the seniority list.

b) Such employees will, however, be subject to displacement by employees holding seniority in the higher

classification. Should that occur, the employees shall be required to revert to their former permanent position.

3.10 Employees who have applied for a position may cancel their application provided a written or electronic cancellation is sent to the designated officer and the Local Chairman prior to the closing date of the bulletin. At the same time, such employees must notify their supervisor that they are cancelling their application. Employees may bid on a vacancy created by themselves but will not be appointed to such vacancy unless there are no other applicants or until it again becomes vacant.

3.11 Employees who obtain a position covered by an Agreement supplemental to Agreement 10.1, will continue to hold and accumulate seniority previously established under this Agreement. They may return to their former position at any time during a period of twelve consecutive months, after which time their former position will be bulletined as permanent.

3.12 Employees holding seniority under this Agreement who are unable to hold a position in an Agreement supplemental to Agreement 10.1 shall, within ten (10) days, if qualified, displace junior employees in the highest classification or group in which they have established seniority. Employees failing to exercise their seniority within ten (10) days, unless prevented by illness or other cause for which a bona fide leave of absence has been granted, shall forfeit their seniority in this Agreement.

3.13 Employees covered by Agreement 10.8 will be given preference for any unfilled vacancies provided they are qualified.

3.14 Where a vacancy exists and no qualified employee is available on that Region, qualified laid-off employees on other

Regions will be given preference, in seniority order, before new employees are hired. Laid-off employees who desire such work will be loaned to the other Region and they will be subject to recall to their own Region as provided in Article 4. Their name will be carried on separate list on the other Region. When recalled, should they desire to remain on the other Region they must so signify, in writing, within fifteen days from date recalled, in which event they will be accorded seniority from the last date they commenced work on the other Region and will forfeit their seniority on their former seniority territory.

3.15 Applicants for the position of Steel Bridge or Masonry Workers and for the Classification of Forepersons under this Supplemental Agreement, must be physically fit, have good eye-sight and hearing, and be able to read and write English (or French in the province of Quebec). The applicants for steel bridge work should preferably have experience in steel bridge work and the applicants for Masonry work should preferably have experience in Masonry work.

3.16 When accepted in the classifications of Steel Bridge Workers or Masonry Workers, applicants shall be notified where and when to report for duty and if after the recognized probationary period specified in Article 16.2 of Agreement 10.1, they do not qualify, they will be returned to the position from which they were transferred.

Special rule for Cooks and Cookees on Extra Gangs

3.17 Notwithstanding seniority groups or the provisions of Article 15.3 of Agreement 10.1, Cooks and Cookees on Extra Gangs will follow the cook car of the gang to which assigned, for the duration of the work on which the gang is employed, unless displaced by a senior employee on the region on which the gang is working.

ARTICLE 4

Staff Reduction and Recall to Service

See Article 17 of Agreement 10.1.

ARTICLE 5

Composition of Gangs

5.1 For classifications covered by Articles 2.4 and 2.5 gang may be composed of a Foreperson and any number of employees from these various classifications.

ARTICLE 6

Entry Level Pay Rates and Rate Progression

The entry level pay rates for all new employees shall resume as:

- (i) Employees who have attained less than 7 months cumulative compensated service will be paid at 85% of any amount specified;
- (ii) Employees who have attained 7 months or more but less than 14 months cumulative compensated service will be paid at 90% of any amount specified;
- (iii) Employees who have attained 14 months or more but less than 21 months cumulative compensated service will be paid at 95% of any amount specified;
- (iv) Employees who have attained 21 or more months cumulative compensated service will be paid the full amount specified in Article 6.1.

0 to 7 months service	85%	of rate specified in 6.1
8 to 14 months service	90%	of rate specified in 6.1
15 to 21 months service	95%	of rate specified in 6.1
Thereafter	100%	of rate specified in 6.1

Note 1: One month of Cumulative Compensated Service will consist of 21 days or major portion; therefore, 7 months of service equates to (7 X 21) 147 days of cumulative compensated service.

Note 2: Any employee being paid a starting rate in accordance with Article 6.1 will have all of his cumulative compensated service under Agreement 10.1 applied to determine his rate of pay when he enters work in a different classification.

Rates of Pay

6.1.1 Bridge and Structure Employees

18CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
B & S Forces			
B & S Foreperson	20.463	20.872	21.289
Bench Carpenters, Plumbers/Pipefitters, Tinsmiths, Welders, Electricians			
Less than 2 years' experience	18.357	18.724	19.098
2 & under 3 years' experience	18.796	19.172	19.555
3 & under 4 years' experience	19.309	19.695	20.089
4 or more years' experience	19.810	20.206	20.610

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Painter Foreperson	18.754	19.129	19.512
Carpenters			
Less than 1 year's experience	18.402	18.770	19.145
1 and under 2 year's experience	18.584	18.956	19.335
2 or more year's experience	18.754	19.129	19.512
Painters			
Less than 1 year's experience	17.956	18.315	18.681
Thereafter	18.195	18.559	18.930

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Bridgeperson			
Less than 1 year's experience	16.404	16.732	17.067
1 & under 2 year's experience	16.994	17.334	17.681
2 or more year's experience	17.265	17.610	17.962
Helpers of all classes of Trades-workers	16.160	16.483	16.813
Labourers			
First year's service	15.310	15.616	15.928
Second year's service	15.567	15.878	16.196
Thereafter	15.726	16.041	16.362

Upon successful completion of the training program specified in Article 7 hereof, employees occupying positions in the following classifications shall be entitled to the following rates of pay.

6.1.2

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
B & S Foreperson	21.308	21.734	22.169
Painter Foreperson	19.129	19.512	19.902
Carpenters			
Less than 1 year's experience	18.776	19.152	19.535
1 and under 2 year's experience	18.957	19.336	19.723
2 or more years' experience	19.129	19.512	19.902

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Painters			
Less than 1 year's experience	18.326	18.693	19.067
Thereafter	18.572	18.943	19.322
Bridgeperson			
Less than 1 year's experience	16.778	17.114	17.456
1 and under 2 year's experience	17.370	17.717	18.071
2 or more year's experience	17.638	17.991	18.351

6.1.3

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Bridgetenders			
Group No. 1			
Beloil	16.240	16.565	16.896
Atherley	16.240	16.565	16.896
Washago	16.240	16.565	16.896
Rainey Lake	16.240	16.565	16.896
Fraser River	16.240	16.565	16.896
Kam River Bridge	16.240	16.565	16.896

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Group No. 2			
Chambly	15.903	16.221	16.545
Cantic	15.903	16.221	16.545
Trenton	15.903	16.221	16.545

Leading hand Bridge Operators shall be paid a differential of six cents per hour over the rate herein provided for Bridge Operators.

CLASSIFICATION EFFECTIVE			
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
2ND NARROWS BRIDGE, VANCOUVER			
Chief Bridgetender	818.396	834.764	851.459
Bridgetender	19.121	19.503	19.893
Assistant Bridgetender	18.279	18.645	19.018
Agreement Dated August 25, 1953:			
(a) Agreement provides that Chief Bridgetender rate is all-inclusive, no overtime; 8 hours per day, 5 days per week regular shift, but may be called at any time.			
(b) 24-hour service.			

Note: Upon successful completion of the training program specified in Article 7 hereof, new employees occupying positions in the following classifications shall be entitled to the following rates of pay:

6.1.4

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
B & S Foreperson			
0 to 7 months service	18.112	18.474	18.844
8 to 14 months service	19.177	19.561	19.952
15 to 21 months service	20.243	20.647	21.061
Thereafter	21.308	21.734	22.169
Painter Foreperson			
0 to 7 months service	16.260	16.585	16.917
8 to 14 months service	17.216	17.561	17.912
15 to 21 months service	18.173	18.536	18.907
Thereafter	19.129	19.512	19.902

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Carpenters			
0 to 7 months service	16.260	16.585	16.917
8 to 14 months service	17.216	17.561	17.912
15 to 21 months service	18.173	18.536	18.907
Thereafter	19.129	19.512	19.902
Painters			
0 to 7 months service	15.786	16.102	16.424
8 to 14 months service	16.715	17.049	17.390
15 to 21 months service	17.643	17.996	18.356
Thereafter	18.572	18.943	19.322
Bridgeperson			

0 to 7 months service	14.992	15.292	15.598
8 to 14 months service	15.874	16.192	16.516
15 to 21 months service	16.756	17.091	17.433
Thereafter	17.638	17.991	18.351

6.1.5

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Bridge Operators			
0 to 7 months service	16.057	16.378	16.705
8 to 14 months service	17.001	17.341	17.688
15 to 21 months service	17.946	18.305	18.670
Thereafter	18.890	19.268	19.653
Bridge Tenders			
Group No. 1			
0 to 7 months service	13.804	14.080	14.362
8 to 14 months service	14.616	14.909	15.206
15 to 21 months service	15.428	15.737	16.051
Thereafter	16.240	16.565	16.896

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Bridge Tenders			
Group No. 2			
0 to 7 months service	13.518	13.788	14.063
8 to 14 months service	14.313	14.599	14.891
15 to 21 months service	15.108	15.410	15.718
Thereafter	15.903	16.221	16.545

Note: Leading hand Bridge Operators shall be paid a differential of six cents per hour over the rate herein provided for Bridge Operators

CLASSIFICATION	Jan. 1/98	Jan. 1/99	EFFE CTIV E
	\$	\$	Jan. 1/2000 \$
2ND NARROWS BRIDGE, VANCOUVER			
Chief Bridgetender			
0 to 7 months service	695.637	709.549	723.740
8 to 14 months service	736.556	751.288	766.313
15 to 21 months service	777.476	793.026	808.886
Thereafter	818.396	834.764	851.459
Bridgetender			
0 to 7 months service	16.253	16.578	16.909
8 to 14 months service	17.209	17.553	17.904
15 to 21 months service	18.165	18.528	18.898
Thereafter	19.121	19.503	19.893

CLASSIFICATION	Jan. 1/98 \$	Jan. 1/99 \$	EFFE CTIV E
			Jan. 1/2000 \$
Assistant Bridgetender			
0 to 7 months service	15.537	15.848	16.165
8 to 14 months service	16.451	16.781	17.116
15 to 21 months service	17.365	17.713	18.067
Thereafter	18.279	18.645	19.018

6.1.6 Steel Bridge Employees

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan.1/99 \$	Jan. 1/2000 \$
Assistant Steel Bridge Foreperson	21.611	22.043	22.484
Steel Bridge Worker/Welder	21.266	21.691	22.125
Steel Bridge Worker:			
1st Year	19.219	19.603	19.995
2nd Year	20.155	20.558	20.969
Thereafter	21.007	21.427	21.856

Note: Upon successful completion of the training program specified in Article 7 hereof, employees occupying positions in the following classifications shall be entitled to the following rates of pay:

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan.1/99 \$	Jan. 1/2000 \$
Assistant Steel Bridge Foreperson			
0 - 7 months service	19.087	19.468	19.858
8 - 14 months service	20.210	20.614	21.026
15 - 21 months service	21.332	21.759	22.194
Thereafter	22.455	22.904	23.362

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan.1/99 \$	Jan. 1/2000 \$
Steel Bridge Worker/Welder			
0 - 7 months service	18.395	18.763	19.138
8 - 14 months service	19.477	19.867	20.264
15 - 21 months service	20.559	20.970	21.389
Thereafter	21.641	22.074	22.515
Steel Bridge Worker			
0 - 7 months service	18.175	18.539	18.909
8 - 14 months service	19.244	19.629	20.021
15 - 21 months service	20.313	20.720	21.134
Thereafter	21.382	21.810	22.246

6.1.7 Masonry Employees

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Assistant Masonry Foreperson	20.463	20.872	21.289
Masonry Worker			
Less than 1 year's experience	19.219	19.603	19.995
Thereafter	19.810	20.206	20.610

Upon successful completion of the training program specified in Article 7 hereof, employees occupying positions in the following classifications shall be entitled to the following rates of pay:

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan. 1/99 \$	Jan. 1/2000 \$
Assistant Masonry Foreperson	21.308	21.734	22.169
Masonry Worker			
Less than 1 year's experience	19.593	19.985	20.385
Thereafter	20.187	20.591	21.003

Note: Upon successful completion of the training program specified in Article 7 hereof, employees occupying positions in the following classifications shall be entitled to the following rates of pay:

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan.1/99 \$	Jan. 1/2000 \$
Assistant Masonry Foreperson			
0 - 7 months service	18.112	18.474	18.844
8 - 14 months service	19.177	19.561	19.952
15 - 21 months service	20.243	20.647	21.061
Thereafter	21.308	21.734	22.169

CLASSIFICATION (Cont'd)	EFFECTIVE		
	Jan. 1/98 \$	Jan.1/99 \$	Jan. 1/2000 \$
Masonry Worker			
0 - 7 months service	17.159	17.502	17.853
8 - 14 months service	18.168	18.532	18.903
15 - 21 months service	19.178	19.561	19.953
Thereafter	20.187	20.591	21.003

6.1.8 Cooks and Cookees

CLASSIFICATION	EFFECTIVE		
	Jan. 1/98 \$	Jan.1/99 \$	Jan. 1/2000 \$
Cooks	15.136	15.439	15.748
Cookees	12.507	12.757	13.012

Special Rules for Bridge and Structure Employees as defined in Article 2.4 and 2.5.

6.2 Four or more years' experience as a Helper will count, upon promotion to the trades-persons' classification, as two years' experience as a tradesperson.

6.3 Experience gained while working as a Carpenter will also count as experience upon promotion to a Bench Carpenter position. An employee's rate will not be reduced as a result of such promotion.

6.4 254 days' work, including probationary period specified in Article 2.1 shall constitute one year's service.

6.5 Employees who, on entering the service can show evidence that they have, in accordance with the provisions of Article 7 hereof, received the training and are qualified in any of the classifications referred to in Article 6.1.1, shall upon filling a position in such classification be paid the starting rate applicable to a qualified employee in that classification.

6.6 Bridge and Structure employees employed as Carpenters and who are required to perform cabinet making and planing mill work shall be paid under the same provisions as for Bench Carpenters.

6.7 Rates provided for bridge and structure gang labourers will not apply to casual labourers temporarily employed as such, provided that regular bridge and structure department employees laid off on account of reduction of staff, who take jobs as labourers and are available for service the year round, shall be paid bridge and structure gang labourers' rates.

6.8 Except as otherwise provided in Article 7.8, employees required to relieve a Foreperson temporarily will receive the

Foreperson's rate of pay as specified in Article 6.1. When such employees are required to be absent from their place of residence to fill other than a bulletined vacancy, they shall be paid expenses incurred up to \$15.00 per day . If such position is not filled under the provisions of Article 15.10 of Agreement 10.1 or Article 3.4(a) of this Agreement, then the Company shall have the right to fill a Foreperson's vacancy, which is not bulletined, by an employee living at the location where the vacancy occurs. Such employee may be displaced by a senior qualified employee. In such instance, the latter shall not be entitled to the daily expense allowance referred to in this Article.

Special Rules for Masonry Employees

6.9 Assistant Masonry Foreman and Masonry Worker will require proficiency in:

- Pneumatic Drilling
- Rough Carpentry
- Blacksmithing
- Grout Mixing
- Pressure Grouting Technique
- Operation and ordinary maintenance of mixing machine, pumps, air compressors and other miscellaneous equipment.

Special Rules for Steel Bridge Employees.

6.10 Canadian employees covered by this Agreement performing work in the United States will be paid either the U.S. or Canadian rate whichever is the greater. They will be governed by the working conditions of the then current U.S. Agreement.

ARTICLE 7

Training

This Article does not apply to the classifications of Cooks, Cookees and Divers.

7.1 Employees taking training under the Structures Training Program shall for the purpose of this Agreement, be designated as follows:

(a) Regular employee: An employee holding the position of a B & S Foreperson, Paint Foreperson, B & S Carpenter, Bridgeperson, Painter, Welder, Assistant Masonry Foreperson, Masonry Workers, Assistant Steel Bridge Foreperson and Steel Bridge Worker prior to May 1st, 1981, or an employee becoming qualified as a Bridgeperson, Steel Bridge Worker or Masonry Worker pursuant to paragraph (b) below.

(b) Trainee: Employees establishing seniority as a Bridgeperson, Steel Bridge or Masonry Worker on or after May 1st, 1981. Such employee shall be regarded as a Trainee until they become fully qualified as a Bridgeperson, Steel Bridge or Masonry Worker, after which they will be regarded as regular employees.

7.2 Trainees must qualify prior to accumulating two years of cumulative compensated service. Trainees who fail twice on the applicable B & S test during such two-year period will be released from service. In the case of employees holding seniority on a position not included in this training program prior to May 1st, 1981, or an employees who transferred from another sub-department in Maintenance of Way service, such employees may, if their seniority and former agreement permit them, return to their former position.

7.3 Employees in classroom training will be provided with suitable housing accommodation. When meals are not

provided by the Company actual reasonable expenses will be allowed.

7.4 Employees receiving training at a location away from their home and who leaves and returns to their home location daily, will be allowed their meals at the training centre when previously arranged with the person in charge of the training centre.

7.5 Intentionally left blank

7.6 Where practical, B & S personnel in training will receive on-the-job training, attend instruction classes, and be given examinations during regular working hours. Where it is impractical to arrange hours so that a combination of hours worked in the shop and classroom hours does not exceed a spread of 8 hours excluding the meal period, then the accumulation of classroom hours may be arranged. The time off duty in lieu of this accumulation of hours shall be arranged to meet operational requirements.

ARTICLE 8

Special rules for the Cook and Cookee classifications

Work Day & Assignment of Rest Days

8.1 When members of the gang are not working on rest days or general holidays, Cooks and/or Cookees who are required, by order of the proper officer of the Company, to work such days will be paid for actual time worked with a maximum of eight (8) hours at overtime rates.

8.2 Except as provided in Article 8.1, employees will be paid a maximum of two (2) hours per day, at the rate of time and one-half, more than the employees in the gang. Not more than two (2) hours in excess of regular work day hours of the gang will be allowed in cases where employees in the

gang are, subject to the provisions of Article 21.10 of Agreement 10.1, working in excess of regular hours on certain days of the week in order to permit them to take transportation to and from their homes on weekends.

Signed at Montreal, Quebec, this 26th day of February 1998.
45FOR THE COMPANY: FOR THE BROTHERHOOD:

(Sgd.) R.J. Dixon
Assistant Vice-President
Labour Relations and
Labour Relations

(Sgd) R.A. Bowden
System Federation
General Chairman
Eastern System Federation

(Sgd) R.F. Liberty
System Federation
General Chairman
Western System Federation