

AGREEMENT 10.1

between

THE CANADIAN NATIONAL RAILWAY COMPANY

And

THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES



NOV 09 2001

Governing

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

Effective January 1, 2001

Revised and Reprinted 2001

(Version française disponible sur demande)

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Where to find Items from the Senior May-Junior Must Agreement in Agreement 10.1

SM-JM Item	Revised 10.1 Article	Remarks
Objectives	Appendix XIX	
1	n/a	Not required
2	Appendix XIX	
3	22.5	
4	n/a	Not required
5	n/a	Not required
6	22.2	
a)	(a)	
b)	(b)	
c)	(c)	
d)	(d)	
7	15.9	
a	15.10	
9	15.11(a)	
10	15.11(b)	
11	15.11(c)	
12	15.11(d)	
13	n/a	Removed. Covered by Article 15.1
14	15.12	
15a)	15.13(a)	
15b)	15.13(b)	
15c)	15.13(c)	
16	15.9	
18	15.10	
	15.14(a)	
19	15.14(b)	
20	15.14(c)	
21	15.14(d)	
Note	15.15	
22	15.14(e)	
23	22.3	
24	22.4	
25	1A 16	
26	15.17	
27	15.18	
28	15.19	
29	17.20	
30	17.21	
31	17.22	
32	17.23	
33	17.24	
34	n/a	Not required
35	n/a	Not required
36a)	22.2(e)	
36b)	22.2(f)	
37	17.7	
38	17.8	
39	17.9	
40a)	17.10(a)	
40b)	17.10(b)	
41	17.11	

Where to find Items from the Senior May-Junior Must Agreement In Agreement 10.1

SM-JM Item	Revised 10.1 Article	Remark
42	17.12	
a)	(a)	
b)	(b)	
c)	(c)	
d)	(d)	
e)	(e)	
f)	(f)	
g)	(g)	
h)	(h)	
43	Note:	
44	17.13	
45	17.14	
46	17.15	
47	n/a	Not required
Recall - Process	Appendix XX	

Where to find Articles from previous Agreement 10.1 in this revised Agreement  
(Revision includes Senior May-Junior Must Rules)

Former Article	Remarks	Revised Article	Remarks
<b>Article 15 - Bunting and Filling Positions</b>			
15.1		15.1	
15.2		15.2	
15.3		15.3	
15.4	Remove SM-JM	---	
15.5	Remove SM-JM	---	
15.6		15.4	
15.7	Remove (replaced by 17.9)	---	
15.8		15.5	
15.9		15.6	
15.10		15.7	
15.11		15.8	
		15.9	SM-JM items 7 & 16 combined
		15.10	SM-JM items 8 & 17 combined
		15.11(a)	SM-JM item 9
		(b)	SM-JM item 10
		(c)	SM-JM item 11
		(d)	SM-JM item 12
		---	SM-JM item 13 removed covered by article 15.1
		15.12	SM-JM item 14
		15.13(a)	SM-JM item 15a)
		(b)	SM-JM item 15b)
		(c)	SM-JM item 15c)
		15.14(a)	SM-JM item 18 modified to be consistent with 15.11(a)
		(b)	SM-JM item 19
		(c)	SM-JM item 20
		(d)	SM-JM item 21
		(e)	SM-JM item 22
		15.15	Notes to SM-JM item 10, 12, 19, 20 & 21 amalgamated
		15.16	SM-JM item 25
		15.17	SM-JM item 26
		15.18	SM-JM item 27
		15.19	SM-JM item 28

**Article 16 - Seniority Status and Lists**

16.1		16.1	
16.2		16.2	
16.3		16.3	
16.4		16.4	
16.5		16.5	
16.6	Remove SM-JM	---	
16.7	Remove SM-JM	---	
16.8		16.6	
16.9		16.7	
16.10		16.8	
16.11		16.9	
16.12		16.10	
16.13		16.11	
16.14			

**Article 17 - Staff Reduction, Displacements and Recall to Service**

17.1		17.1	
17.2		17.2	
17.3		17.3	
17.4		17.4	
17.5(a)		17.5(a)	
(b)		(b)	
17.6		17.6	
		17.7	SM-JM item 37
		17.8	SM-JM item 38
		17.9	SM-JM item 39, 1st sentence modified to include former 15.7
		17.10(a)	SM-JM item 40(a)
		(b)	SM-JM item 40(b)
		17.11	SM-JM item 41
		17.12(a)	SM-JM item 42
		(b)	"
		(c)	"
		(d)	"
		(e)	"
		(f)	"

Former		Revised	
Article	Remarks	Article	Remarks
<b>Article 17 - Staff Reduction, Displacements and Recall to Service (cont'd)</b>			
		(g)	"
		(h)	"
		Note	SM-JM Item 43
		17.13	SM-JM Item 44
		17.14	SM-JM Item 45
		17.15	SM-JM Item 46
17.7(a)		17.16(a)	
(b)		(b)	
		(c)	1st sentence of (c) is new, 2nd sentence if from (a).
17.8(a)		17.17(a)	
(b)		(b)	
17.9	Remove SM-JM		
17.10	Remove		
17.11	Remove SM-JM		
17.12		17.18	
17.13		17.19	
17.14	Remove SM-JM		
		17.20	SM-JM Item 29
		17.21	SM-JM Item 30
		17.22	SM-JM Item 31
		17.23	SM-JM Item 32
		17.24	SM-JM item 33

Former		Revised	
Article	Remarks	Article	Remarks
<b>Article 22 - Meals and Lodging</b>			
22.1		22.1	
		22.2(a)	SM-JM item 6
		(b)	"
		(c)	"
		(d)	"
		(e)	SM-JM item 36
		(f)	"
		22.3	SM-JM item 23
		22.4	SM-JM item 24
		22.5	SM-JM Item 3
22.2		22.6	
22.3		22.7	
22.4		22.8	
22.5		22.9	
22.6		22.10	
22.7		22.11	
22.8	Remove	---	
22.9		22.12	
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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 0500 hours and 1000 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

- a) Time for employees not living in hotels, motels, boarding cars, or other mobile units, will start and end at designated tool houses, outfit cars or shops.
- b) Assembly points for employees living in Company provided hotels, motels, boarding cars or other mobile units, will be the living accommodation provided. Time for these employees will start and end at the assembly point.
- c) Assembly points for employees who arrange their own a in accordance with Article 22.1b) or c), will be determined by the Company and the Union. Assembly points will be designated hotels, motels, tool houses, outfit cars or shops. Time for these employees will start and end at the assembly point.
- d) Travel time in excess of 15 minutes between the assembly point and the worksite will be compensated in accordance with the Collective Agreement, The same principle will apply for return travel from the worksite to the assembly point in accordance with Article 11.10.
- e) Employees who voluntarily elect to travel between the assembly point and worksite in their own vehicles will be paid the same amount as employees outlined in d) above, provided they reach the worksite on time.
- f) Where local conditions necessitate it temporarily, other designated assembly points may be established by mutual agreement between the appropriate representative 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, and Friday and Saturday. 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, or Friday and Saturday, 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, Cooke 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 7.1 b) 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 who request training 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. Such senior employee will not be laid off when junior employees are working. The number of senior employees receiving the higher rate and/or protected from lay off under this article will not exceed the number of junior employees who have been trained and are working.

**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 ten (10) 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.

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

**7.23** Employees will be reimbursed for the cost of any medical or optical examination required to obtain or renew a Special License referred to in paragraph 15.8. They will be compensated, up to a maximum of eight (8) hours, from 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.

### 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 Years 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 Signalperson 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 All vacancies will be advertised. If the position is not required it will be noted on the next bulletin as "not required" in order to provide a record. Should employees not return to work due to illness or injury 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.

15.5 Intentionally Left Blank

15.6 Intentionally Left Blank

15.7 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.

15.8 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.

Senior May - Junior Must Rules

Filling positions - General:

15.9 Positions will be filled consistent with Article 17. Simultaneously, the bulletin process will begin pursuant to this Article 15 and positions will be awarded in accordance with Article 15.3.



15.10 Senior employees holding seniority in the higher classification, will not lose such seniority if they do not apply for a position in the higher classification.

Filling permanent positions:

**15.11**

- (a) In the event that no qualified employee applies for the position, the position will be offered to laid off employees in seniority order, who are qualified and who hold seniority in the classification. (See Articles 17.21 and 17.22)
- (b) If positions remain unfilled, junior laid off employees will be forced, in inverse seniority order, and must protect the assignment. (See Article 15.15)
- (c) If positions remain unfilled, they will be awarded to the senior employees bidding to establish seniority in that classification provided such employees possess the basic job requirements and are adaptable and suitable to be trained for the positions.
- (d) If positions remain unfilled following the above process, the junior qualified employee holding seniority in the classification and working in a lower classification will be forced in inverse seniority order and must protect the assignment. (See Article 15.15)

**15.12** Except in an employment security situation, senior qualified employees who could have applied for a permanent position in the same classification or in higher classifications in which they hold seniority, will not be permitted to displace a junior employee holding a permanent position until such time as they re-establish themselves, by bulletin, on a permanent job, in the classification.

**15.13**

- (a) Employees bidding from a permanent higher classification to a permanent lower classification will not be entitled to any moving expenses or other expenses to move to the position awarded. Their permanent positions in the higher classification will be advertised as permanent. In the event such employees are placed in a situation to exercise their seniority, they will not be permitted to displace a junior employee holding a permanent or temporary position in the higher classification until such time as they re-establish themselves, by bulletin, on a permanent or temporary position, in the higher classification.
- (b) Employees bidding from a permanent higher classification to a temporary lower classification will not be entitled to expenses on

the position awarded. Seniority permitting, they must work the position until completion. Their permanent positions in the higher classification will be advertised as permanent. In the event such employees are placed in a situation to exercise their seniority, they will not be permitted to displace a junior employee holding a permanent or temporary position in the higher classification until such time as they re-establish themselves, by bulletin, on a permanent or temporary position, in the higher classification.

- (c) Employees bidding from a temporary position in a higher classification to a permanent position in a lower classification (in order to establish or secure themselves on a permanent position or to change permanent position) will be required to complete their assignment on the temporary higher position. At the expiration of the temporary assignment, they will be entitled to displace on any temporary position in the higher classification or revert to their new permanent position.

Filling temporary positions:

**15.14**

- (a) In the event that no qualified employee applies for the position, the position will be offered in seniority order to qualified laid off employees on the Region. (See Articles 17.23 and 17.24)
- (b) If positions remain unfilled, the Company will force, in inverse seniority order, the junior qualified laid off employees at the location. (See Article 15.15)
- (c) If positions remain unfilled, the Company will force, in inverse seniority order, the junior qualified laid off employees on the region. (See article 15.15)
- (d) If positions remain unfilled, the Company will force, in inverse seniority order, the junior qualified employees, holding seniority in that classification and working in a lower classification in the same supplemental agreement on the region. (See Article 15.15)
- (e) In the event jobs remain unfilled after this process, they will be awarded to the senior employees bidding to establish seniority in that classification provided such employees possess the basic job requirements and are adaptable and suitable to be trained for the positions.

**15.15** In the application of Articles 15.11(b), 15.11(d), 15.14(b), 15.14(c) and 15.14(d), failure to accept the recall under these Articles will result in loss of employment with the Company unless prevented by illness

covered by Weekly Indemnity - Sickness Benefits Plan (Sun Life and WCB) or other Bona Fide cause for which a leave of absence has been granted. The System Federation General Chairman will be advised of all authorized leave of absence granted by the Company.

**Special Rules:**

(For Permanent Area Foremen Welders and Welders bidding laterally to Temporary Regional or Production positions)

**15.16** Temporary positions of Foreman Welder and Welder will be awarded in accordance with Article 15.3 of Agreement 10.1. Employees working as permanent Foremen Welder or Welder on an Area, may bid these lateral temporary positions without loss of seniority.

**15.17** For those bidding on lateral positions, upon appointment to the temporary position, employees must declare their intention as follows:

- (a) to retain their rights to their permanent position, or
- (b) to forfeit their rights to a permanent position.

**15.18** In the application of 15.17(a) employees electing to retain their rights to their permanent position, will not be entitled to expenses under Article 22 for the duration of their temporary assignment. During their absence their permanent position will be bulletined temporarily and, at the completion of the temporary assignment they will return to their permanent position or displace onto another temporary position within the same classification.

**15.19** In the application of 15.17(b) employees electing to forfeit their rights to a permanent position, will be entitled to expenses under Article 22. Their positions will be advertised as permanent. At the completion of their temporary assignments, they will only be entitled to displace on temporary assignments or bid on advertised positions.

## 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** 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.

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

**16.8** 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.

**16.9** 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

**16.10** 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

**16.11** 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.

**16.12** 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, Displacements 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.

In the event the positions continue for more than four working days past the effective date of the abolishment, a new written four working day notice will be provided.

**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 position he/she will be required to declare his/her displacement rights onto another regular assignment.

**17.4**

- (a) 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.
- (b) Except as otherwise provided in articles 3.8 of Supplemental Agreement 10.3 and Articles 3.13 and 3.15 of Supplemental Agreement 10.8 and Article 3.1 of Supplemental Agreement 10.9, Maintenance of Way employees in BMWWE service order who are on laid off status will be given consideration and provided opportunity for any unfilled vacancies within the Maintenance of Way department prior to the Company hiring any new employees.
- (c) Maintenance of Way employees who are on laid off status and who are qualified or demonstrate the suitability and adaptability to qualify will be given consideration for any unfilled position or vacancy within the Company prior to the Company hiring any new employees. Only employees who have communicated an interest to the Company for such work will be considered including employees from other seniority territories.

In these cases, employees may continue to work under the jurisdiction of another union, and maintain their standing on the BMWWE seniority list, provided the employees continue to directly reimburse the BMWWE the appropriate union dues. Failure to pay union dues to the BMWWE will result in forfeiture of the employee's standing on the BMWWE seniority list and their names will be removed from all seniority lists.

In the event employees are recalled to BMW service, they will have the opportunity to refuse such recall for up to twelve (12) months from the date they are recalled to a position represented by the BMW without loss of BMW seniority.

**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 this Article 17 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 15.7 or 17.3, employees displaced or affected by a reduction in staff shall immediately displace a junior employee holding a regular position or a position closer to his residence which is pending bulletin, unless prevented by illness or other cause for which a bona fide leave of absence has been granted. Employees failing to exercise their seniority immediately unless prevented by illness or other cause shall forfeit their seniority under this agreement.

In the application of the above, employees who are unable to hold work in their own classification or group on their seniority territory will be granted up to five (5) unpaid days to report to their new position. Employees who elect not to immediately report to their new assignment may only assume their new position on the first day of a work cycle.

**Senior May -Junior Must Rules (Displacements)**

**17.7** Employees placed in a situation to exercise their displacement rights from a permanent position who decide to displace onto a temporary position within the same classification while permanent positions are available in the same classification will not be permitted to displace a junior employee holding a permanent position in that classification until such time as they re-establish themselves, by bulletin, on a permanent position in that classification.

**17.8** Employees placed in a situation to exercise their displacement rights from a temporary position and who do not hold a permanent position in that classification or in the classification in which displacing, will not be permitted to displace onto a permanent position in that



classification until such time as they establish themselves, by bulletin onto a permanent position in those classifications.

**17.9** Employee's temporary positions of 45 days or more which come to a completion or when employees are displaced from a temporary position, in a classification in which they hold a permanent position may displace on another temporary position or a pending bulletin position in the same classification or revert to their permanent position.

**17.10**

- a) In situations where employees voluntarily give up a permanent position by bid in the supplement in which they are working, they will not be able to exercise their displacement rights onto any permanent position in any other supplemental agreement in which they hold seniority prior to establishing a permanent position by bid in that supplemental agreement.
- b) The same principle will also apply in cases of displacements where these employees could have displaced onto a permanent position in the supplemental in which working and decided not to do so. In these cases these employees will be considered as voluntarily giving up a permanent position in the supplemental in which they are working.

**17.11** In all cases, employees will not lose their seniority in any classification including in an Employment Security situation.

Sequence of displacements within a supplemental agreement:

**17.12** In cases of displacements from permanent positions or the abolishment of permanent positions, employees placed in a situation to exercise their displacement rights should follow the following order to maintain their maximum rights to permanent positions:

- (a) at their home location, on permanent positions in the same classification as the one from which displaced, their being none,
- (b) away from their home location, on permanent positions in the same classification as the one from which displaced, their being none,
- (c) at their home location, on temporary positions in the same classification as the one from which displaced, their being none,
- (d) away from their home location, on temporary positions in the same classification as the one from which displaced, their being none,

- (e) at their home location, on permanent positions in the next lower classification in which they hold seniority, their being none,
- (f) away from their home location, on permanent positions in the next lower classification in which they hold seniority, their being none,
- (g) at their home location, on temporary positions in the next lower classification in which they hold seniority, their being none,
- (h) away from their home location, on temporary positions in the next lower classification in which they hold seniority.

Note: Employees should follow this principle from classification to classification until they reach the lowest classification in which they hold seniority.

**17.13** In the event employees choose not to follow the sequence outlined in 17.12 above, Articles 22.2(e) & (f) will apply. Furthermore, employees who do not displace on permanent positions in lower classification in which they hold seniority will not at any time be able to displace in any higher classifications on a permanent position until they re-establish themselves on a permanent position by bulletin.

**17.14** Employees displacing from a temporary position and holding a permanent position in a lower classification will be entitled to displace on any temporary position in the same classification as the one vacating before returning to their permanent position.

**17.15** Employees who wish to protect their entitlement to Employment Security in an Article 8 situation must follow the sequences outlined in Articles 17.12 and 17.14. In addition to the requirements therein, seniority permitting, displace on any permanent position which they can hold within the classification affected, then on any permanent position in any classification downward within the same line of promotion from the one vacating.

#### Recall to Service

##### **17.16**

- 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 in seniority order, in their respective classifications
- b) For Steel Bridge and Masonry Employees and employees covered by the Work Equipment Supplemental Agreement, in

addition to 17.16a) above, employees recalled in these classifications will be recalled in seniority order if qualified.

- (c) The initial recall outlined in 17.16(a) and (b) will be done by telephone. Where an employee does not return a telephone call, a registered letter will be sent. Failure to respond to such written recall within fifteen (15) days of the date the employee is notified by registered mail at their last known address shall result in severance of employment relationship, unless satisfactory reason is given. (See the recall process in Appendix XX)

**17.17**

- 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 17.16a) and b) above the Company may fill the position pending the return of recalled employees in accordance with this article 17.17a).

**17.18** 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 15 September to 31 December of each year.

**17.19** 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 t shall have preference of employment in order of seniority in any extra gangs prior to hiring new employees. Senior employees may and junior 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.

Senior May ▪ Junior Must Rules (Recall)

**17.20** Senior laid off employees will not be obliged to accept recall from lay off. However, the consequences of a refusal on Employment Security or Lay-off benefits is outlined in Articles 17.21 to 17.24 below.

Recall to a Permanent Job (Article 15.14(a)):

17.21 Employees on Employment Security Status and in receipt of Employment Security benefits may accept recall, in seniority order to a permanent job on the Region, However, if they refuse such recall in seniority order they will forfeit forever their entitlement to the benefits contained in Article 7 and 8 of the Employment Security and Income Maintenance Plan (ESIMP). Unless the recall is for their home location they will maintain their rights to the benefits contained in Article 4 of the ESIMP. They will maintain their seniority in the classification for which they were recalled. However, they will not be entitled to exercise such seniority on a permanent job until such time as they reestablish themselves onto a permanent job by bulletin. In all instances the junior employee holding seniority in the classification must protect the assignment.

17.22 Employees on Laid Off Status may accept recall, in seniority order to a permanent job on the Region. Unless the recall is for their home location they will maintain their rights to the benefits contained in Article 4 of the ESIMP. They will maintain their seniority in the classification for which they were recalled. However, they will not be entitled to exercise such seniority on a permanent job until such time as they reestablish themselves onto a permanent job by bulletin. In all instances the junior employee holding seniority in the classification must protect the assignment.

Recall to a Temporary Job (Article 15.18(a)):

17.23 Employees on Employment Security Status and in receipt of Employment Security benefits may accept recall, in seniority order to a temporary job on the Region, However, if they refuse such recall in seniority order they will forfeit forever their entitlement to the benefits contained in Article 7 and 8 of the Employment Security and Income Maintenance Plan (ESIMP). They will also forfeit their entitlement to the benefits contained in Article 4 of the ESIMP for the duration of the assignment if such recall is at their home location. They will maintain their seniority in the classification for which they were recalled. In all instances the junior employee holding seniority in the classification must protect the assignment.

17.24 Employees on Laid Off Status may accept recall, in seniority order to a temporary job on the Region. However if they refuse such recall at the home location they will forfeit their entitlement to the benefits contained in Article 4 of the ESIMP for the duration of the assignment. They will maintain their seniority in the classification for

which they were recalled. In all instances the junior employee holding seniority in the classification must protect the assignment.

## 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 "authorised 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 BMWÉ 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**

(a) 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.

(b) Employees laid off through reduction will be granted free transportation back to their place of residence.

**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) The Company will provide meals in accordance with paragraphs 22.2, 22.3 or a daily meal allowance of:

Effective January 1, 2001	\$32.72
Effective January 1, 2002	\$33.70
Effective January 1, 2003	\$34.71

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

- b) 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 January 1, 2001	\$81.79
Effective January 1, 2002	\$84.24
Effective January 1, 2003	\$86.77

- 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 greater than forty miles\* from their place of residence.

**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 which is greater than forty miles\* away from their headquarters or boarding car and provided the new work location is also more than forty miles\* from their place of residence.

**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 greater than forty miles\* away from their place of residence.

\* For the purpose of this Article, the 40 miles (or 64.4 kms) reference means 40 miles by the most direct public accessible road.

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 XIII)

#### Senior May -Junior Must Rules

**22.2** In an effort to contain expenses in the application of the Senior May - Junior must seniority rules, no expenses under Article 22 will be paid in the filling of temporary positions under the following situations:

- (a) When bidding on lateral moves (See special rules for Welding, Articles 15.16 to 15.19)
- (b) When employees could hold in the same or higher classification at their home location,
- (c) When employees voluntary demote themselves into lower classifications, unless the employee is coming from and going to a position covered by expenses,
- (d) When employees notified by bulletin in receipt of expenses under Article 22 fails to bid permanent or temporary positions in the same or higher classifications at their home location

or in displacing

- (e) When displacing away from the home location when work is available in the same classification at the home location,
- (f) When displacing in a lower classification away from the home location when work is available in the same lower classification at the home location.

**22.3** Successful applicants to temporary positions in a higher classification will be entitled to the provisions of Article 22.1. This article will also apply in the case of employees establishing seniority in a higher classification.

**22.4** Employee forced to cover temporary assignment will be entitled to the provisions of Article 22.1.

**22.5** For the purpose of Senior May - Junior Must rules, the term "home location" means within 40 miles\* in one direction by the most direct route (80 miles return) from the employees' headquarters, boarding cars or for employees without a headquarters, from their place of residence.

**22.6** 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.

**22.7** 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.

**22.8** 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.

**22.9** 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.

**22.10** 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.

**22.11** 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.

**22.12** 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 employees 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

Note: Employees with three or more weeks vacation will be permitted to make one vacation split.

**25.7** A years 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 150 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 sixty60 working 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 50 cents per hour, and employees whose regularly assigned shifts commence between 2200 hours and 0459 hours shall receive a shift differential of 55 cents per hour. 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 or Classifications**

**27.1** When additional positions or classifications are created, or upon introducing new major equipment for specific Supplemental Agreements which is significantly different from current equipment, compensation shall be fixed in conformity with agreed rates for similar positions within that Supplemental Agreement or by agreement between the 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 or parent, the employee shall be entitled to five (5) days bereavement leave without loss of pay provided he has not less than three months cumulative compensated service.

30.2 Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandchild or grandparent, the employee shall be entitled to three (3) 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 regular wages for that period to the employee to whom leave is granted.

Employees who white 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, 2001, 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 \$6,000 life insurance policy, fully paid up by the Company. This amount will be increased to \$7,000 effective January 1, 2003.

## 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, 2003, and thereafter, subject to four 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 August 31, 2003.

Signed at Montreal, Quebec this 1st day of September 2000.

For the Canadian National  
Railway Company:

For the Brotherhood of Maintenance  
of Way Employees:

(Sgd.) R.J. Dixon  
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 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 BMWÉ or a legal lockout of the BMWÉ, 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 BMWÉ.

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.
  - a. 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 four 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
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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

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## APPENDIX XIII

Halifax, Nova Scotia, September 1, 2000

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:

This refers to the travel assistance which is to be provided to employees represented by your organization for getting to and from 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 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 the first (1<sup>st</sup>) of January, April, July and October 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.
- (d) Any other means which meets the criteria mentioned in the first paragraph of this letter; or
- (e) Any combination of a, b, c, and d 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 **3,500** miles (5,631 KM) in any one calendar month. However, under special circumstances, after discussions between the General Chairman and the Division 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 will be put into effect on the 1<sup>st</sup> of the month of the following quarter referred to in c) above. In the event the calculation reflects a reduction in the allowance, such reduction will not be applied.

Yours truly,

R.J. Dixon  
Vice President, Labour Relations and Employment  
Legislation

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
	S.M.T.	Halifax - Truro	116
	S.M.T.	Truro - Sydney	394
	Orleans Exp	Campbellton - Mt. Joli	220
	Orleans Exp	Campbellton - Gaspé	440
St. Lawrence	Bourgeois	Montreal - Drummondville	122.4
	Orleans Exp	Rivière-du-Loup-Montmagny	154.4
	Orleans Exp	Montreal - Quebec	307.8
	Voyageur	Montreal - Ottawa	252
	Maheux	Montreal - Val D'Or	657.8
	Orleans Exp	Quebec - Rimouski	384

Eastern Regions - cont'd			
Region	Company	From / To	Return Mileage
Great Lakes	Greyhound	Toronto - Port Hope	126
	Ont.Northland	Toronto - Barrie	120
	Ont.Northland	Toronto - Parry Sound	300
	Greyhound	Toronto - London	250
	Greyhound	Toronto - Windsor	446
	Ont.Northland	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.

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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, be displaced 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"><li>- Major Tie</li><li>- Rail</li><li>- Undercutter</li><li>- Sled</li><li>- Turnout Construction</li><li>- Concrete Tie Repair</li><li>- Super Gopher</li><li>- <b>Panelized</b> Turnout (East)</li><li>- C A T</li><li>- PMI</li><li>- Rail Testing</li><li>- Surfacing</li><li>- Switch Ties</li><li>- Turnout</li><li>- Utility</li><li>- Rail Pickup (CWR)</li><li>- Other Tie Gangs</li><li>- Major Lift</li><li>- Gopher</li><li>- Special Construction</li><li>- <b>Destressing</b></li><li>- Rail Anchor</li><li>- Rail Pickup</li><li>- Rail Unloading</li><li>- Slag Unloading</li><li>- Tie Pickup</li><li>- Tie Unloading</li></ul>

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
--	--

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 18<sup>th</sup> to 20<sup>th</sup>, 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:

<b>(Sgd) R.A. Bowden</b>	<b>(Sgd) R.F. Liberty</b>
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
<b>Signalman, Bridgetender Mechanical Operation and Watchman</b>	
First Year	\$15.010
Second Year	\$15.268
Thereafter	\$15.418
<b>PORT ARTHUR ORE DOCK</b>	
Leading Hand	\$17.604
Crane Operator	\$17.006
Crane Operator Helper	\$16.759
Ore Handler	\$16.667
Watchman	\$15.591
<b>ENGINEERING YARD, BELLEVILLE</b>	
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
<b>Blacksmiths, Pump Repairers, Masons, Bricklayers, Plasterers</b>	
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
<b>Bridge Operators and Bridgetenders Bridge Operators</b>	
St. Louis	\$18.520
<b>Bridgetenders Group No. 1</b>	
Canso Causeway	\$15.922
Grand Narrows	\$15.922
Rose Point	\$15.922
<b>Bridgetenders Group No. 2</b>	
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      1 <sup>st</sup> year	\$15.010
2 <sup>nd</sup> 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 trans-continental 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

Appendix XIX

April 18, 2001

RA Bowden  
System Federation  
General Chairman  
BMWWE  
Ottawa, Ont

RF Liberty  
System Federation  
General Chairman  
BMWWE  
Winnipeg, Man

Gentlemen:

During the process of incorporating the Senior May - Junior Must Memorandum of Agreement signed on May 12, 1999, into Agreement 10.1 and its supplements, there were items which required modification to maintain consistency with the language of collective agreement and a small number of items which did not properly fit into existing Articles.

One notable example being the objectives of the Senior May - Junior Must concept worked out by both parties.

These objectives are:

- 1) to increase the stability of employees
- 2) to introduce a mechanism for employees to work closer to home,  
and
- 3) to contain expenses incurred by the Company.

To accomplish these objectives the rules negotiated in the Memorandum of Agreement, have been incorporated and where possible, identified in the collective agreement.

The BMWWE and the Company have over the past few years attempted to simplify and streamline the collective agreement, To continue this process, it was agreed that the "Questions and Answers" in the green covered booklet would not be reproduced in the collective agreement. These items are in the green booklet distributed in June 1999.

Should there be any issues which arise as a result of the incorporation of these rules into the collective agreement or as a result of the application of these rule, the parties have committed to meet on a regular basis to resolve them on the basis of the original intent of the Senior May - Junior Must Agreement in line with the above objectives.

Your truly,

R Dixon  
Assistant Vice-President  
Labour Relations and  
Employment Legislation

We concur:

---

RA Bowden  
System Federation  
General Chairman  
CN Eastern Lines  
Eastern System Federation

---

RF Liberty  
System Federation  
General Chairman  
CN Western Lines  
Western System Federation

Appendix XX

Recall Process  
Attachment "A"  
To  
Senior May - Junior Must Agreement  
Signed May 12, 1999

With the introduction of the Senior May / Junior Must agreement and the presentations that were jointly made across the system both the Union and the Company agreed that some modifications were required to the recall procedure. For instance, under the new concept employees will have the right to initially refuse a recall to work without loss of seniority and employment. The process agreed to is outlined below.

The Process:

The DMC will recall in seniority order, laid off employees, including:

- . employees on employment security status and in receipt of Employment Security benefits,
- . those who have exercised their consolidated seniority into another supplemental agreement
- . and those who displaced into another supplemental agreement

using a standardized form which will contain specific explanation to be given to the employees along with specific questions to be asked to the recalled employees.

Note: Employees who voluntarily bid from one supplemental agreement to another are not be subject to this recall process.

Insofar as the voluntary recall procedure is concerned, employees will be informed of the following:

- . Classification for which recalled
- . If the position is permanent or temporary (if temporary the expected duration)
- . The location (if applicable)
- . The supervisor's name
- . The gang number
- . The expected starting date
- . The reporting date & time
- . Standard of accommodation

Employees who accept a recall to a permanent or temporary position:

- . must report to work within 24 to 48 hours, and
- . must secure the or a position by bulletin

Employees, refusing a recall to a permanent position, will be advised by the DMC of the following:

- 1) They maintain their seniority in the classification for which recalled.
- 2) Job security benefits will be forfeited for the duration of assignment if assignment is at their home location.
- 3) Employees will not be permitted to displace a junior employee on a permanent positions until such time as the recalled employees re-established themselves by bulletin on a permanent position in the classification refused.
- 4) Employees in receipt of Employment Security benefits will forever forfeit Employment Security protection,

Employees refusing a recall to a temporary position, they will be advised by the DMC of the following:

- 1) They maintain their seniority in the classification for which recalled
- 2) Job security benefits will be forfeited for the duration of assignment if assignment is at their home location.
- 3) Employees in receipt of Employment Security benefits will forever forfeit Employment Security protection.

At the end of each day a copy of each recall form will be sent to the System Federation General Chairman.

If at the end of the voluntary recall, positions remain unfilled, the DMC will invoke the following procedure and start forcing qualified employees in the following order:

If the recall is for a permanent position:

- 1) In inverse seniority order starting by the junior qualified employee laid off, including employees on Employment Security Status and in receipt of Employment Security benefits on the Region. If positions remain unfilled.
- 2) In inverse seniority order starting by the junior qualified employees working in a lower classification on the Region.

If the recall is for a temporary position:

- 1) In inverse seniority order starting by the junior qualified employee laid off including employees on Employment Security Status and in receipt of Employment Security benefits at the location. If positions remain unfilled.
- 2) In inverse seniority order starting by the junior qualified employee laid off including employees on Employment Security Status and in receipt of Employment Security benefits on the Region, If positions remain unfilled.
- 3) In inverse seniority order starting by the junior qualified employees working in a lower classification on the Region

In the case of a refusal, a three way conference call will be arranged with the employee, the office of the System Federation General Chairman and the DMC to ensure the employee is aware of the repercussion of his/her refusal. The conference call will be registered using a standardized form.

At that time, it should be mentioned to the employee that he/she must accept the assignment and that a refusal would result in the termination of his/her employment with the Company.

Employees will be asked questions such as:

- 1) Is there any valid reasons for not accepting this recall?  
(Sun Life, "WCB" and *authorized* leave of absence)
- 2) Are you aware of the repercussion of your refusal?
- 3) Do you understand that if you do not accept this recall your employment relationship with the Company will be terminated?

At the conclusion of the three way conference call if the employee persists in refusing the recall, unless valid reasons are provided, a registered letter will be sent to the employee's last known address confirming the three way conference call and termination of his/her employment. The DMC will also attach to the letter a copy of the standard forms and pension documents for the employee to complete. A copy of the letter will be sent to the System Federation General Chairman.



**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, 2001**

Revised and Reprinted **2001**

(version **française disponible sur demande**)

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**Where to find Articles from previous Agreement 10.3 in this revised Agreement  
(Revision Includes Senior May-Junior Must Rules)**

Former Article	Remarks	Revised Article	Remarks
<b>Article 2 - Seniority Status and Lists</b>			
<b>2.1</b>		<b>2.1</b>	
<b>2.2</b>	Remove	---	
<b>2.3(a)</b>	Remove SM-JM	---	
<b>(b)</b>	Remove SM-JM	---	
<b>2.4</b>		<b>2.2</b>	
<b>2.5</b>	Remove		
<b>2.6(a)</b>	Remove SM-JM		
<b>(b)</b>	Remove Sm-JM		
<b>2.7(a)</b>		<b>2.3(a)</b>	
<b>(b)</b>		<b>(b)</b>	
<b>2.8</b>		<b>2.4</b>	
<b>2.9</b>		<b>2.5</b>	
<b>2.10</b>		<b>2.6</b>	
<b>2.11</b>		<b>2.7</b>	
<b>2.12</b>		<b>2.8</b>	
<b>2.13</b>		<b>2.9</b>	
<b>2.14</b>		<b>2.10</b>	
<b>2.15</b>		<b>2.11</b>	
<b>2.16</b>		<b>2.12</b>	
<b>2.17</b>		<b>2.13</b>	
<b>2.18</b>		<b>2.14</b>	
<b>2.19</b>	Remove SM-JM	---	
<b>2.20</b>		<b>2.15</b>	
<b>East</b>		<b>East</b>	Modified
<b>2.21</b>		<b>2.16</b>	
<b>2.22</b>		<b>2.17</b>	
<b>2.23</b>		<b>2.18</b>	
<b>2.24</b>		<b>2.19</b>	
<b>2.25</b>		<b>2.20</b>	
<b>2.26(a)</b>	Remove SM-JM	---	
<b>(b)</b>	Remove SM-JM	---	
<b>2.27(a)</b>	Remove SM-JM	---	
<b>(b)</b>	Remove SM-JM	---	
<b>2.28</b>		<b>2.21</b>	
<b>2.29</b>		<b>2.22</b>	
<b>Article 4 - Staff Reduction and Recall to Service</b>			
<b>4.1</b>	Remove, covered by article 17.8 (10.1)		
<b>4.2</b>	Remove, covered by 17.16 (10.1) and recall provisions		
<b>4.3</b>	Remove, under SM-JM, senior employees not required to accept recall		
<b>(a)</b>			
<b>(b)</b>			
<b>(c)</b>			
<b>4.4</b>	Remove, covered by 17.16(c)		

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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** 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.

**2.3**

**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.

**2.4** 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 promoted Mechanic "A", and could be considered a trouble shooter not attached to any particular gang. (See Appendix "D")

**2.5** 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".

**2.6** 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.

**2.7** 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.

**2.8** 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".

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

**2.10** 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.

**2.11** 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.

**2.12** 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.

**2.13** 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.

**2.14** 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.

**2.15** 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 Operators who are affected by a staff reduction will be required, provided they are qualified, to exercise displacement rights in accordance with Senior May - Junior Must principles and prior to being laid off, may exercise into a higher classification within this Supplemental Agreement.

**2.16** 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.

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



**2.18** 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.

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

**2.20** 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.

Eastern Federation only

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

Eastern Federation only

**2.22** 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

Intentionally left blank

ARTICLE 5

Rates of Pay

5.1

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
Field Maintainer	22.49	22.94	23.40
L.H. Work Equipment	22.54	22.99	23.45
Mechanic "A"	22.03	22.47	22.92
<b>Mechanic "B"</b>			
1 - 12 months	18.50	18.87	19.25
13 - 24 months	18.71	19.08	19.46
25 - 36 months	18.95	19.33	19.72
37 - 48 months	19.50	19.89	20.29
<b>Machine Operator</b>			
Special Group	21.11	21.53	21.96
Group I	20.24	20.64	21.05
Group II	19.21	19.59	19.98
Group III	17.84	18.20	18.56
Oiler-Helper*	17.40	17.75	18.11
Helper	17.21	17.55	17.90
Operator/Maintainer	22.28	22.73	23.18
Asst. Operator/Maintainer	20.24	20.64	21.05

\* 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.

**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

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#### 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 1<sup>st</sup> day of September 2000.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

**(Sgd) R.J. Dixon**  
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

1

APPENDIX A

General Description	Examples
Special Group	
1) Locomotive Cranes - 30-ton capacity and over	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.
2) Automatic Tampers	Tampers equipped with automatic jacking levelling and automatic lining devices such as Canron, Plasser, Jackson, etc.
3) Trucks and/or Trailers over 48,000 GVW	Trucks used to haul machinery and material equipped with winches, hydraulic cranes and other attachments.
Group I	
1) Locomotive Cranes - Less than 30-ton capacity	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.
2) Tie Injector	High production Kershaw or Mannix.
3) Trucks and/or Trailers over 28,000 up to and including 48,000 GVW	Trucks used to haul roadway machines, equipped with tilt deck winch, hydraulic crane and other attachments.
4) Crawler Cranes & Shovels	Mechanically operated crawler cranes and shovels with all attachments included. Rail-Aids, Koehring, Dominion, American, Smith-Rodley, Northwest, etc.
5) Multiple Tampers	Tampers equipped with either an automatic jacking, levelling or an automatic lining device such as Canron, Plasser, Jackson, etc.

General Description	Examples
6) Rubber Tired Cranes 14-ton capacity and over	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.
7) Ballast Undercutter	Self-propelled Kershaw.
8) Rubber tired Gradall Excavator	Rubber tired excavator with or without hy-rail attachment made by Gradall, Little Giant, etc.
9) Rubber tired front end Loader 2-1/2 cu. yds. and over	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, AC., Hough, Trojan, etc.
10) Speed Swing	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.
11) Hydraulic Spreader - Ditcher	Jordan spreader-ditcher with attachments, hydraulically operated with its own power plant and self-contained hydraulic system.
12) Track Cleaner - Speed Loader	Self-propelled Conveyor Loader/Unloader as manufactured by Pettibone, Barber-Greene and Kershaw.
13) Rubber tired Atlas Excavator/Crane	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.
14) Road Grader	Standard Road Grader with V-Plow, side wing and dozer blade manufactured by Caterpillar, Champion, Galion, etc.

General Description	Examples
15) Crawler Tractors	Bulldozer including blade, winch, ripper, hyster blower, etc. made by Cat. A.C. International Hitachi, Komatsu.
16) Geismar Portal Crane	Geismar - used with tie beam to handle track panel and concrete ties.
17) Rail Positioning Machine	Donelli - Model PRD-6 - Operator located in cab.
18) Loram Auto Sled	Under track sled and/or plow, tie ejector and lining device.
19) Hydraulic Crawler Excavator	Hydraulic operated, crawler mounted backhoe as manufactured by Poclain, Atlas, etc.
20) Brush Cutters	On and off track, Pyke, Kershaw, Bombardier, etc.
Group II	
1) Tie Changer	Geismar self-propelled.
2) Crib Cleaner	Crib cleaner as manufactured by Plasser, Kershaw, etc.
3) Rail Positioner - Donelli	Donelli Model PRD-6 - Operator at front of machine threading rails into place.
4) Ballast Regulator	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.
5) Tie Axe, Saw or Shear	Self-propelled high production units Nordberg, Kershaw, Fairmont.
6) Track Liner*	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.	

General Description	Examples
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.
11) Rubber tired Crane of less than 14-ton capacity	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 surfer 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 Cannon, 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 GWW up to and including 28,000 GWW	Trucks used to haul Roadway Machines, equipped with tilt deck, winch, hydraulic crane and other attachments.
21) Self-Propelled Weed Mower	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 Anchormatic.
23) Tie Spacer	Manufactured by Pyke, Fairmont, Pullman.
24) Omni Ditcher	55,000 GWW 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 Cannon.



General Description	Examples
26) Boltmaster	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.
Group III	
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 Arscos, Raco, Nordberg.
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 Arscos.
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	Examples
12) Cribber	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. Cannon, Atlas Copco, I.R.
19) Road Roller	All sizes - Aveling-Barford, Essick.
20) Power Track Wrench	Made by Nordberg, Raco.
21) Tie End Remover	Light-weight tie end remover. Made by Woolery, Fairmont, Cannon.
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	Cannon with or without attachment.
29) Tie Remover	Fairmont-self-propelled.

General Description	Examples
30) Tie Handler	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.
37) Trucks - up to and including 16,000 GVW	Trucks used to transport men and materials with or without attachments.
38) Rail Vibrating Machine	Rachine Trak-Vibe
39) Tie Plate Pre-Plating Machine	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. H a c k s a w
- 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

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  
K 1 N 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

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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, 2001

Revised and Reprinted 2001

(Version française disponible sur demande)





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Where to find **Articles** from previous Agreement 10.8 in this **revised** Agreement  
(Revision includes Senior May-Junior Must Rules)

Former Article	Remarks	Revised Article	Remarks
<b>Article 2 - Seniority Status end Lists</b>			
<b>2.1</b>	Remove	...	
<b>2.2</b>	Remove	...	
<b>2.3</b>		<b>2.1</b>	
<b>2.4</b>	Remove	...	
<b>2.5</b>		<b>2.2</b>	
<b>2.6</b>		<b>2.3</b>	
<b>2.7</b>		<b>2.4</b>	
<b>2.8</b>	Remove SM-JM	...	
<b>2.9</b>		<b>2.5</b>	
<b>Article 3 - Bulletining and Filling Positions</b>			
<b>3.1(a)</b>		<b>3.1(a)</b>	
<b>(b)</b>		<b>(b)</b>	
<b>3.2</b>		<b>3.2</b>	
<b>3.3</b>		<b>3.3</b>	
<b>3.4(a)</b>		<b>3.4(a)</b>	
<b>(b)</b>		<b>(b)</b>	
<b>3.5</b>	Remove	...	
<b>3.6(a)</b>	Remove SM-JM	...	
<b>(b)</b>	Remove SM-JM	...	
<b>(c)</b>			
<b>Note:1</b>	Remove SM-JM	<b>3.5</b>	
<b>Note:2</b>	Remove SM-JM	...	
<b>3.7</b>	Remove SM-JM	...	
<b>3.8</b>	Remove SM-JM	...	
<b>3.9</b>		<b>3.6</b>	
<b>3.10</b>		<b>3.7</b>	
<b>3.11</b>		<b>3.8</b>	
<b>3.12</b>	Remove SM-JM	...	
<b>3.13</b>		<b>3.9</b>	
<b>3.14</b>	Remove	...	
<b>3.15</b>		<b>3.10</b>	
<b>3.16</b>	Remove SM-JM	...	
<b>3.17(a)</b>		<b>3.11(a)</b>	
<b>(b)</b>		<b>(b)</b>	
<b>(c)</b>		<b>(c)</b>	
<b>(d)</b>		<b>(d)</b>	
<b>(e)</b>		<b>(e)</b>	
<b>3.18(a)</b>		<b>3.12(a)</b>	
<b>(b)</b>		<b>(b)</b>	
<b>(c)</b>		<b>(c)</b>	
<b>(d)</b>		<b>(d)</b>	
<b>(e)</b>		<b>(e)</b>	
<b>(f)</b>	Remove SM-JM	...	
<b>(g)</b>	Remove SM-JM	...	
Former Article	Remarks	Revised Article	Remarks
<b>3.19</b>	30 days changed to 45	<b>3.13</b>	
<b>3.20(a)</b>		<b>3.14(a)</b>	
<b>(b)</b>	Amalgamate with (a)	...	
<b>(c)</b>		<b>(b)</b>	
<b>(d)</b>		<b>(c)</b>	
<b>3.21</b>		<b>3.15</b>	
<b>Article 4 - Staff Reduction and Recall to Service</b>			
<b>4.1</b>	Remove SM-JM		
<b>Note</b>	in article 17.19		
<b>Appendices</b>			
xiii	Items 2 & 3 modified to conform to SM-JM principles		
xiii cont'	2nd paragraph modified to conform to SM-JM principles		

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ARTICLE 1

Coverage and Definition of Employee

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ARTICLE 2

Seniority Status and Lists

Seniority Lists

Definitions

**2.1** 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.

Promotion

**2.2** Employees qualifying for Foremen's positions must be able to read and write English or French.

**2.3** 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 2.2 to 2.5 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 drivers licence (e.g. automobile licence).

**NOTE2 Western Lines Only**

For the purpose of this Article, Track Maintainer / Truck Driver seniority will not be established.

**2.4** 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).

**2.5** 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 15.7 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 15.7 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 15.7 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.

If such temporary vacancy of less than forty-five (45) days cannot be filled under the above procedure, Article 15.7 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 15.7 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.
- (v) the 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.
- (iv) the Track Maintainer on that section.

- 3.5 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.

3.6 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.

3.7 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.

3.8 Intentionally Left Blank.

Special Rules for Welding Employees:

3.9 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 employees 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 17 of Agreement 10.1. 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.

3.10 Vacancies or new positions in the Welding Department shall be bulletined to Maintenance of Way employees in the Welding Department and Track Department on the Region concerned receiving preference, in that order.

Employees Holding Seniority in the Welding Department Prior to May 1, 1976

3.11

- (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

**3.12**

- (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.

3.13 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 45 days or less in the Welding Department.

Promotion

On Line

3.14

- (a) Helper
  - Utility Grinder Operator
  - Welder
  - Foreman Welder
  - Welding Gang Foreman

Engineering Yards  
Engineering Yard Transcona, Manitoba  
(b)

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

(c) 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.

3.15 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 2.5.

ARTICLE 4  
Staff Reduction and Recall to Service

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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  
RATES OF PAY

1.1

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
Track Forces			
(a) Track Maintenance Foreman	18.80	19.18	19.56
Asst. Track Maintenance Foreman	18.00	18.36	18.73
Trackman 0 to 6 months	16.61	19.94	17.27
Trackman 7 to 24 months	17.06	17.40	17.75
Trackman Thereafter	17.15	17.49	17.84
Track Maintainer/Truck Driver	20.24	20.64	21.05
Snow Plow, Flanger and Spreader Foreman (Article 9.1)	22.58	23.03	23.49
(b) Rail Lubricator Maintainer	18.86	19.24	19.62

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. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
(c) Extra Gang Foreman Level 1	21.62	22.05	22.49
Level 2	22.74	23.19	23.65
Level 3	24.11	24.59	25.08
Asst. Extra Gang Foreman (Article 2.7)	19.34	19.73	20.12

## 6.1.2

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
Track Forces			
(a) Track Maintenance Foreman 8 men or more (excl. Foreman)	20.91	21.33	21.76
Track Maintenance Foreman 0 to 7 men (excl. Foreman)	20.24	20.64	21.05
Asst. Track Maintenance Foreman	18.75	19.13	19.51
Leading Track Maintainer	18.29	18.66	19.03
Track Maintainer	17.61	17.96	18.32
Asst. Extra Gang Foreman (Article 2.8)	21.03	21.45	21.88
Extra Gang Foreman (Article 6.7)	22.38	22.83	23.29

## WELDER RATES OF PAY

## 6.1.3

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
Field Operations			
Welding Gang Foreman 6 men and over including Foreman)	22.77	23.23	23.69
Foreman Welder 1 - 5 men including Foreman)	22.12	22.56	23.01
Welder, 1 - 12 mos.	19.88	20.28	20.69
Welder, 13 - 24 mos.	20.10	20.50	20.91
Welder, 25 - 36 mos.	20.35	20.76	21.18
Welder, 37 - 48 mos.	20.89	21.31	21.74
Welder, thereafter	21.42	21.85	22.29

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
Ultrasonic Machine Operator	20.240	20.645	21.058
Grinder Operator	20.033	20.434	20.843
Utility Grinder Operator	18.490	18.860	19.237
Thermite Welder	18.770	19.145	19.528
Helper	17.200	17.544	17.895

NOTE: The Welder rates of pay also apply to 'Welders in training' as defined in Article 7.1.

6.1.4

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
<b>TRANSCONA</b>			
Welder, 1 - 12 mos.	19.480	19.870	20.267
Welder, 13 - 24 mos.	19.698	20.092	20.494
Welder, 25 - 36 mos.	19.946	20.345	20.752
Welder, 37 - 48 mos.	20.491	20.901	21.319
Welder, Thereafter	21.420	21.848	22.285
Maintainer	21.022	21.442	21.871
Sawyer	20.190	20.594	21.006
Butt Weld Operator	21.022	21.442	21.871
Butt Weld Inspector	21.022	21.442	21.871
Ultrasonic Machine Operator	20.033	20.434	20.843
Ultrasonic Sorter Operator	20.033	20.434	20.843

CLASSIFICATION	EFFECTIVE		
	Jan. 1/2001	Jan. 1/2002	Jan. 1/2003
Crane Operator			
Locomotive Crane	21.100	21.522	21.952
Bridge Crane (11 to 29 tons)	19.048	19.429	19.818
Other Cranes (up to 10 tons) - when not operating crane will perform other work	18.237	18.602	18.974
Crane Assistant	18.390	18.758	19.133
Driller	18.237	18.602	18.974
Classifier	18.390	18.758	19.133
Utility Grinder Operator	18.490	18.860	19.237
Glued Joints Assembler	18.390	18.758	19.133
Trackmobile Operator	17.864	18.221	18.585
Oiler Helper	17.400	17.748	18.103
Labourer	16.520	16.850	17.187

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
Leading Hand - Saw and Sorter Operation	21.156	21.579	22.011
Dismantler Operator	20.190	20.594	21.006
Grinder Class "A"	20.033	20.434	20.843
Mobile Equipment Operator	20.033	20.434	20.843
End Hardner Operator	20.033	20.434	20.843
Planer - Grinder	20.033	20.434	20.843
Classified Labourer	16.930	17.269	17.614

(See Appendix C)

EXTRA GANG LABOURERS AND ATTENDANTS

6.1.5

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01	Jan. 1/02	Jan. 1/03
	\$	\$	\$
Attendant	16.261	16.586	16.918
<b>Extra Gang Labourers</b>			
First 156 days' service, excluding probationary period	14.236	14.521	14.811
After 156 days' service, excluding probationary period	15.210	15.514	15.824

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.

Note: 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 required to relieve a Foreman temporarily will receive the Foreman'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 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.

#### 6.7

##### 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

6.8 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 Maintainers 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 ICI  
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 1st day of September 2000.

FOR THE COMPANY:

(Sgd) R.J. Dixon  
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 snowplows?

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 1 - 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. II- 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

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 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	Mr. A.F. Currie
System Federation	System Federation
General Chairman	General Chairman
Brotherhood of Maintenance	Brotherhood of Maintenance
of Way Employees	of Way Employees
Suite 300	15 Donald Street
353 Dalhousie Street	Winnipeg, Manitoba
Ottawa, Ontario	R3C 1M1
K1N 7G1	

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	Mr. P.A. Legros
System Federation	System Federation
General Chairman	General Chairman
Brotherhood of Maintenance	Brotherhood of Maintenance
of Way Employees	of Way Employees
15 Donald Street	Suite 300
Winnipeg, Manitoba	353 Dalhousie Street
R3C 1 M1	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:

FOR THE BROTHERHOOD

**(Sgd) Mark M. Boyle**  
For : Assistant Vice-  
President Labour Relations

**(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).

- I. 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 I 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 employees 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.
  - a. 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:

(Sgd) W.W. Wilson  
 For: Assistant Vice-  
 President  
 Labour Relations

FOR THE BROTHERHOOD:

(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.
- 3) Vacancies and new positions will be bulletined and applications submitted in accordance with Article 3 of Agreement 10.8. 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 from the Engineering Yard, utilizing Article 15 of agreement 10.1.

- 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 10.8 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:

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

FOR THE BROTHERHOOD:

(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.

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  
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

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, 2001**

Revised and Reprinted **2001**

(Version **française disponible sur demande**)

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Where to find **Articles** from **previous Agreement 10.9** in this **revised Agreement**  
 (Revision includes Senior May-Junior Must Rules)

Former Article	Remarks	Revised Article	Remarks
3.1a)		3.1a)	
b)		b)	
c)		c)	
d)		d)	
3.2		3.2	
3.3		3.3	
3.4		3.4	
3.5		3.5	
3.6		3.6	
3.7	Remove SM-JM	---	
3.8	Remove SM-JM	---	
3.9a)	Remove SM-JM	---	
b)	Remove SM-JM	---	
3.10		3.7	
3.11		3.8	
3.12	Remove SM-JM		
3.13		3.9	
3.14		3.10	
3.15		3.11	
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Work Day&Assignment of Rest Days.....	15

## ARTICLE 1

### Coverage and Definition of Employee

Intentionally left blank

## ARTICLE 2

### Seniority Status and Lists

2.1 Intentionally left blank.

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 drivers 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 (E&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:

- 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 Managements 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 15.7 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 15.7 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 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.

**3.8** 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.

**3.9** Employees covered by Agreement 10.8 will be given preference for any unfilled vacancies provided they are qualified.

**3.10** 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.

**3.11** 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.

**3.12** 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**

**3.13** 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

Rates of Pay

6.1.1 Bridge and Structure Employees

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
<b>B &amp; S Forces</b>			
B & S Foreperson	21.72	22.15	22.59
<b>Bench Carpenters, Plumbers/ Pipefitters, Tinsmiths, Welders, Electricians</b>			
Less than 2 years' experience	19.88	20.28	20.69
2 & under 3 years' experience	20.35	20.76	21.18
3 & under 4 years' experience	20.89	21.31	21.74
4 or more years' experience	21.42	21.85	22.29
<b>Painter Foreperson</b>	20.11	20.51	20.92
<b>Carpenters</b>			
Less than 1 years experience	19.74	20.13	20.53
1 and under 2 year experience	19.93	20.33	20.74
2 or more year's experience	20.11	20.51	20.92
<b>Painters</b>			
Less than 1 year's experience	19.26	19.65	20.04
Thereafter	19.52	19.91	20.31
<b>Bridgeperson</b>			
Less than 1 year's experience	17.57	17.92	18.28
1 & under 2 year's experience	18.19	18.55	18.92
2 or more year's experience	18.48	18.85	19.23
<b>Helpers of all classes of Trades-workers</b>	17.21	17.55	17.91
<b>Labourers</b>			
First years service	16.25	16.58	16.91
Second year's service	16.52	16.85	17.19
Thereafter	16.69	17.02	17.36

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. 1/01	Jan. 1/02	Jan. 1/03
	\$	\$	\$
B & S Foreperson	22.82	23.28	23.75
Painter Foreperson	20.51	20.92	21.34
Carpenters			
Less than 1 year's experience	20.13	20.53	20.94
1 and under 2 year experience	20.33	20.74	21.15
2 or more years' experience	20.51	20.92	21.34
Painters			
Less than 1 year's experience	19.66	20.05	20.45
Thereafter	19.92	20.32	20.73
Bridgeperson			
Less than 1 year's experience	17.96	18.32	18.69
1 and under 2 year experience	18.59	18.96	19.34
2 or more year's experience	18.87	19.25	19.64

**6.1.3**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01	Jan. 1/02	Jan. 1/03
	\$	\$	\$
Bridgetenders			
Group No. 1			
Beloeil	17.24	17.58	17.93
Atherley	17.24	17.58	17.93
Washago	17.24	17.58	17.93
Rainey Lake	17.24	17.58	17.93
Fraser River	17.24	17.58	17.93
Kam River Bridge	17.24	17.58	17.93

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
<b>Group No. 2</b>			
Chambly	16.88	17.22	17.56
Cantic	16.88	17.22	17.56
Trenton	16.88	17.22	17.56

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. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
<b>2ND NARROWS BRIDGE, VANCOUVER</b>			
Chief Bridgetender	21.72	22.15	22.59
Bridgetender	20.30	20.71	21.12
Assistant Bridgetender	19.40	19.79	20.19

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.

6.1.4 Steel Bridge Employees

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
<b>Steel Bridge Foreperson</b>	22.94	23.40	23.87
<b>Steel Bridge Worker/Welder</b>	22.57	23.02	23.48
<b>Steel Bridge Worker:</b>			
1st Year	20.40	20.81	21.23
2nd Year	21.39	21.82	22.26
Thereafter	22.30	22.75	23.21

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. 1/01 \$	Jan.1/02 \$	Jan. 1/03 \$
Steel Bridge Foreperson	24.04	24.52	25.01
Steel Bridge Worker/Welder	22.97	23.43	23.90
Steel Bridge Worker	22.70	23.15	23.61

**6.1.5 Masonry Employees**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
<b>Asst. Masonry Foreperson</b>	21.72	22.15	22.59
<b>Masonry Worker</b>			
Less than 1 year's experience	20.40	20.81	21.23
Thereafter	21.03	21.45	21.88

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. 1/01 \$	Jan. 1/02 \$	Jan. 1/03 \$
Asst. Masonry Foreperson	22.62	23.07	23.53
Masonry Worker			
Less than 1 year's experience	20.80	21.22	21.64
Thereafter	21.63	22.06	22.50

**6.1.6 Cooks and Cookees**

CLASSIFICATION	EFFECTIVE		
	Jan. 1/01	Jan.1/02	Jan. 1/03
	\$	\$	\$
Cooks	16.07	16.39	16.72
Cookees	13.28	13.55	13.82

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 ~~Cooke~~ 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 ~~Cooke~~s 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 1st day of September 2000.

FOR THE COMPANY:

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

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



PREFACE

EMPLOYMENT SECURITY  
AND  
INCOME MAINTENANCE  
PLAN

This reprint of the Employment Security and Income Maintenance Plan reflects the amendments made to the Employment Security and Income Maintenance Agreement pursuant to the negotiations concluded September 1, 2000.

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## DEFINITIONS

In this Agreement, the terms used herein will have the meanings as hereinafter provided and the words implying the masculine gender include the feminine:

- A. "Employment Security" means that an employee who has completed 8 years of Cumulative Compensated Service with the Company and was hired prior to January 1, 1994 will have Employment Security as provided in Article 7.
- B. "Eligible Employee" means an employee of the Company represented by the Union signatory to the Employment Security and Income Maintenance Agreement dated June 14, 1995, who is eligible for benefits pursuant to the eligibility requirements of Articles 4, 6 or 13.
- C. Committee means Labour Adjustment Committee.
- D. "Basic Weekly Rate" means the Basic Weekly Rate of pay applicable to the position held at the time of change. (Hourly rated employees, 40 X the basic hourly rate; seasonal and spare employees, 80 per cent of average weekly earnings over the eight weeks preceding layoff.)
- E. "Seniority District or Seniority Territory" means that Seniority District or Seniority Territory as defined in the applicable collective agreement,
- F. "The Plan" means the benefits and terms and conditions relating thereto as agreed for the employees of the Company, as defined herein, which benefits, terms and conditions appear in this Agreement.
- G. "Cumulative Compensated Service" means:
  - (i) one month of Cumulative Compensated Service which will consist of 21 days or major portion thereof.
  - (ii) Twelve months of Cumulative Compensated Service shall constitute one year of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the major portion thereof and shall be counted as a year of credit towards computation of severance or layoff benefits. Service of less than six

months of Cumulative Compensated Service shall not be included in the computation.

(iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 150 days in any calendar year, shall be included in the computation of Cumulative Compensated Service.

H. "Admitted Group" means those groups which have been admitted to coverage under The Plan as provided in Article 3.

I. "Technological Change" means: the introduction by the employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by him in the operation of the work, undertaking or business; or

"Operational or Organizational Change" means: a change in the manner, method, procedure or organizational structure by which the employer carries on the work, undertaking or business not directly related to the introduction of equipment or material provided that any such change is not brought about by:

(i) a permanent decrease in the volume of traffic outside of the control of the company; or

(ii) a normal reassignment of duties arising out of the nature of the work in which the employee is engaged; or

(iii) a normal seasonal staff adjustment.

Note: Any permanent shutdown or permanent partial shutdown of an operation, facility or installation, shall be considered as a Technological, Operational or Organizational change. Any permanent Company-initiated change, excluding changes which are brought about by general economic conditions, and which result from the reduction or elimination of excess plant capacity shall also be considered as Technological, Operational or Organizational changes.

J. The term "location" means the greater Metropolitan Area.

ARTICLE 1

The Trustee

1.1 The Trustee shall pay to Eligible Employees the benefits for which they are entitled in keeping with the provisions of The Plan.

ARTICLE 2

The Labour Adjustment Committee

2.1 The Labour Adjustment Committee shall consist of an equal number of representatives from the Union and the Company. This number of representative should not exceed four on each side. The Labour Adjustment Committee shall be co-chaired by the Chief Engineer, or designate and one of the System Federation General Chairman, or designate.

Part-time union officers participating in Labour Adjustment Committee meetings will not lose any pay. The Company will reimburse reasonable actual expenses incurred.

The Committee will meet quarterly or as often as is deemed appropriate by the Co-Chairpersons.

2.2 The role of the Labour Adjustment Committee will be to:

- (a) Review the status of surplus employees as well as any initiative which may impact employees represented by the Union.
- (b) Mediate the item(s) remaining in dispute following the discussions held in accordance with Paragraph 2.3.
- (c) Examine placement opportunities for surplus employees inside the Company system wide, as well as with external employers, where appropriate. The Labour Adjustment Committee will do everything possible to encourage surplus employees to accept employment opportunities identified by the Labour Adjustment Committee.
- (d) Provide, where it deems appropriate, tuition assistance of up to \$3,000 to surplus employees. This assistance will be provided for training or education which will assist the individual in accessing work opportunities inside the Company or with external employers. These expenditures may be advanced upon presentation of appropriate receipts and documentation to the Labour Adjustment Committee.

## DISPUTE RESOLUTION

**2.3** Should the Labour Adjustment Committee be unable to resolve the issues referred to them under Paragraph 2.2(b), the item(s) remaining in dispute may be referred to an Arbitrator as set out in the "Final Settlement of Disputes" provisions of the collective agreement. The items to be decided by the Arbitrator shall not include the right of the Company to make the change or the implementation date.

## GRIEVANCE PROCEDURE AND FINAL DISPOSITIONS OF DISPUTES

**2.4** Except as otherwise provided in The Plan, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of The Plan, such dispute shall be progressed in accordance with the provisions of the applicable collective agreement commencing at the authorized "designated officer" level.

**2.5** Failing settlement of such dispute at the final step of the grievance procedure, should either party elect to progress the dispute it shall do so by referring it to the Labour Adjustment Committee, except that if the dispute is one involving the question of whether or not a change is a technological, operational or organizational one as contemplated under Article 8.1 of The Plan, then such dispute shall be progressed to arbitration under the provisions of the applicable collective agreement,

**2.6** The request to have the Labour Adjustment Committee adjudicate upon a dispute must be submitted in writing within sixty days of the date a decision was rendered at the final step of the Grievance Procedure. The request shall be submitted in writing to the Co-Chairmen of the Labour Adjustment Committee and shall be accompanied by a joint statement of issue and joint statement of facts. If the parties cannot agree upon such joint statement either or each, upon notice in writing to the other, may submit a separate statement to the Co-Chairmen of the Labour Adjustment Committee.

**2.7** Except as otherwise provided in The Plan, in the event the Labour Adjustment Committee is unable to reach a decision on any question, the Union or the Company may request that such question be referred to arbitration.

The Parties shall submit the joint statement of issue or issues to a single Arbitrator, who shall be the person from time to time occupying the position of Arbitrator for the Canadian Railway Office of Arbitration.

The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator, but



any general or common expenses, including the remuneration of the Arbitrator, shall be divided equally.

In the event that the parties do not agree upon a joint statement of issue, or issues, remaining in dispute, either or each may submit a separate statement to the Arbitrator in accordance with the procedure outlined above for the joint statement and the other party shall be provided with a copy thereof.

The Arbitrator shall hear the dispute within 30 days from date of the request for arbitration and shall render his decision together with reasons therefor in writing within 30 days of the completion of the hearing.

**2.8** When a question has been referred to an Arbitrator as provided for in Article 2.7 hereof, the Arbitrator shall have all the powers of the Labour Adjustment Committee as set out in Article 3 hereof in respect of that question. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of The Plan or the collective agreement. The decision of the Arbitrator shall be final and binding.

### ARTICLE 3 Powers of the Labour Adjustment Committee

**3.1** Subject to the provisions of The Plan, the Labour Adjustment Committee shall have full and unrestricted power and authority and exclusive jurisdiction to deal with and adjudicate upon all matters relative to The Plan, which does not add to, subtract from, or modify any of the terms of The Plan or collective agreement. The Labour Adjustment Committee shall not have any power to deal with and adjudicate upon any benefits not specifically provided for in The Plan nor in any subsequent plan reached between the Company and the Union signatory hereto.

**3.2**

(a) Notwithstanding the provisions of Article 3.1, the following types of cases not specifically covered by The Plan may be submitted to the Committee for adjudication and payment of benefits, but such cases shall not be subject to arbitration:

(1) special case(s) involving extenuating circumstances.

Note: If the extenuating circumstances involve the relocation of employees to the Metropolitan Toronto area, such employees, provided they are a homeowner and eligible for relocation benefits pursuant to the provisions of Articles 6.1 and 6.2 herein, will be allowed a special relocation allowance of \$20,000.

In the event such employees relocate to a location other than the Metropolitan Toronto area, the appropriate System Federation General Chairman may meet with the Vice-President, Labour Relations to discuss whether or not a special relocation allowance for such other location is required. In the event that such discussions do not result in mutual agreement, the appropriate Union may, within 30 calendar days, refer the outstanding issue to the Labour Adjustment Committee.

In such event it is understood that the special relocation allowance with respect to the Metropolitan Toronto area will not be used by the Union as guidelines for adjudication.

- (ii) special case(s) of temporary layoffs of not more than 16 weeks lending themselves to an orderly implementation of lay-off procedures based on the principle of inverse seniority. Where it is agreed that such special case(s) exists, this principle is to be applied at the work location where the layoffs are occurring, and on an optional basis, after all employees with less than two years service have been laid off.
- (iii) special case(s) of permanent staff reductions lending themselves to special offers of optional early retirement separation allowances to employees eligible, or within one year of eligibility, to retire under Company pension rules so as to prevent the otherwise unavoidable relocation and permanent separation of employees with two or more years' service. The separation allowance to apply in each such special case of optional early retirement is to be a lump sum payment calculated on the basis of the following formula:

Years of Cumulative Compensated Service	Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement
35 or more	4.5
34	4.4
33	4.3
32	4.2
31	4.1
30	4.0
29	3.9
28	3.8
27	3.7
26	3.6
25 or less	3.5

**NOTE:**

- (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g., 4 years and 1 month (or major portion thereof) equals  $4\text{-}1/12$  (4.083) years.
- (b) One week's salary shall be the employees' Basic Weekly Rate at the time of the change.
- (b) The Labour Adjustment Committee may only approve such special case(s) conditional upon the Committee's observance of the following governing principles:
- (i) approval of such special case(s) shall not involve increasing the existing benefit levels in The Plan.
  - (ii) approval of such special case(s) shall not be incompatible with the terms of The Plan.
  - (iii) approval of such special case(s) referred to in Article 3.2 (a) (i) and (ii) above shall not involve costs higher than 90% of the costs which would otherwise have been incurred as a result of the standard application of The Plan.
  - (iv) approval of any special case(s) under Article 3.2 (a) (ii) shall be contingent upon notification by the Canada Employment and Immigration Commission that employees who avail themselves of such an inverse seniority layoff procedure will not be disqualified nor disentitled from unemployment insurance benefits for so doing.

(v) approval of such special case(s) shall not involve the modification of any Company plan or agreements dealing with such matters as pensions, health and welfare, etc.

(vi) approval of special case(s) involving special offers of optional early retirement separation allowances shall include the payment of money to the Pension Fund if it is demonstrated that such early retirements result in additional costs to the Pension Fund.

(c) The foregoing procedures shall not alter the effective date of staff reductions.

**3.3** The Labour Adjustment Committee shall have the power to admit to coverage under The Plan any applicant bargaining unit that has a collective agreement with a railway, as defined herein, subject to such conditions as may be determined from time to time by the Labour Adjustment Committee. Unless otherwise agreed between the employer and the Union making application for admission, any admitted group can only be admitted under the same terms and conditions as apply to other employees in The Plan.

A union and employer who wish to seek admission to The Plan for an appropriate bargaining unit, must make a joint application addressed to the Co-Chairmen of the Committee.

For the purpose of this Article, a railway is defined as Canadian National Railway Company and its subsidiaries and joint properties. It also includes an employer associated with Canadian National Railway Company, a group of whose employees has been admitted to The Plan as provided for in this Article.

#### ARTICLE 4

##### Weekly Layoff Benefits

##### BENEFIT ACCUMULATION - LAYOFF PAYMENTS

###### 4.1

(a) Effective June 14, 1995, for each year of Cumulative Compensated Service (or major portion thereof) employees will be allowed a gross layoff benefit credit of six weeks for each such year.

Note: In arriving at net layoff benefits available for employees, any previous layoff payments made from the Job Security Fund, under the provisions of previous Job Security Agreements and Article 4 of The Plan must be taken into account on a "weeks of

benefits paid" basis. For example, if employees with 10 years Cumulative Compensated Service were laid off under the provisions of The Plan, they would be treated as follows:

Gross weeks of layoff benefits entitlement - 10 (yrs) x 6 weeks	60 weeks
Less weeks of layoff benefits paid under the provisions of previous Job Security Agreement dated April 21, 1989 and Article 4 of this Plan	10 weeks
Net layoff benefit available	50 weeks

- (b) Except as provided in Article 4.3 of The Plan, Eligible Employees who are laid off, and whose layoff benefit credit are reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 4 of The Plan, will, on recall, accumulate layoff benefit credits in accordance with the above provisions.

4.2 The above layoff benefit will apply until such time as the employee has completed twenty (20) years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

Years of Cumulative Compensated Service	Maximum Period for which Weekly Benefits Payable for each Period of Layoff
20 years or more but less than 25 years	3 years
25 years or more but less than 30 years	4 years
30 years or more	5 years

4.3 An employee who, at the beginning of the calendar year, has completed 12 years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff, in accordance with the provisions of Article 4 of The Plan shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he had to his credit at the time of layoff.

4.4

- (a) An employee who is not disqualified under Clause (iv) hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff (herein called

"a claim week") provided he meets all of the following requirements:

- (i) He has two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began, [calendar year shall be deemed to run from January 1st to December 31st);
- (ii) For weekly layoff benefit payment, a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days;
- (iii) The employee has made application for the benefits on the prescribed form.
- (iv) He has exercised full seniority rights on his Region as provided for in the relevant collective agreement, except as otherwise expressly provided in Article 4.4 (d) (ii) and (iii)
- (v) Employees who elect layoff benefits under this Article 4 will forfeit their entitlement to a severance payment under Article 13.
- (vi) He has not applied for a severance payment under Article 13 within fourteen calendar days from the date of layoff.

(b) Intentionally left blank.

(c) An employee who, on being laid off, does not qualify under Article 4.4(a) (i) shall, if still laid off in the next calendar year, qualify under said paragraph (a) if at the beginning of said next calendar year he has two years of continuous employment relationship. The seven-day waiting period provided for in Article 4.4 (a) (ii) shall commence from the 1st day of January of that year.

(d) Notwithstanding anything to the contrary in this Article, an employee will not be regarded as laid off:

- (i) During any day or period in which his employment is interrupted by leave of absence for any reason, sickness,

injury, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in Article 4.4 (d) (ii), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to a strike by employees of the Company;

- (ii) During any interval between the time that he is recalled to the service of the Company after a period of layoff, and the time at which he actually resumes work during any waiting period provided for in the relevant collective agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article 4.6 of The Plan, on the same basis as if he had returned to work on the date such work became available.
- (iii) If he declines, for any reason, other than as expressly provided for in Article 4.4 (d) (ii), recall to work on his basic Region in accordance with the seniority provisions of the relevant collective agreement.
- (iv) If the employee fails to comply with the provision of Article 4.12.
- (v) In respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 4.6.
- (vi) During any recognized period of seasonal layoff as defined in Article 10.
- (vii) After his dismissal from the service of the Company.

#### CLAIMS PROCEDURE

**4.5** An Eligible Employee, as defined in Article 4.4 may, at the expiration of the seven-day waiting period specified in Article 4.4 (a) (ii), make application to a designated officer, for a weekly layoff benefit as follows:

- (a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEARS' Cumulative Compensated Service:
  - (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 4.4 of an amount which, when added to unemployment insurance benefits and/or outside earnings

in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 percent of his Basic Weekly Rate at time of layoff.

- (ii) During any week following the seven-day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laidoff of the maximum unemployment insurance weekly benefit currently in force or such lesser amount which, when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his Basic Weekly Rate at time of layoff.
- (iii) Weekly layoff benefits provided for under Article 4.5 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 4.1.

(b) Employees with TWENTY OR MORE YEARS' of Cumulative Compensated Service:

- (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 4.4 of an amount which, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 percent of his Basic Weekly Rate at time of layoff.
- (ii) During any week following the seven-day waiting period referred to in Article 4.4, in which an Eligible Employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount which when added to the employee's outside earnings for such week, will result in the employee receiving 80 percent of his Basic Weekly Rate at time of layoff.



- (c) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly layoff benefit under The Plan any amounts received from the Canada Employment and Immigration Commission in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

**4.6** No weekly layoff benefit will be made for parts of a claim week as defined in Article 4.4 (a) except that:

- (a) Recall not covered by Article 4.6 (b) below.

An employee who has qualified for weekly layoff benefits in accordance with Article 4.4 (a) and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week will result in the employee receiving 80 percent of his Basic Weekly Rate at time of layoff.

- (b) Temporary recall for less than five working days

An employee who has qualified for weekly layoff benefits in accordance with Article 4.4 (a) will not have his weekly benefit payment reduced for any claim week during which he returned to the service temporarily for less than five working days.

#### EXAMPLE OF PAYMENT FOR PART WEEK ON RECALL

**4.7** Assume that an employee with a rate of \$15.00 per hour (\$120.00 per day, \$600.00 per week) is laid off Friday, April 16, 1993, (last day worked April 15th) and recalled to work Thursday, May 27, 1993. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration, the employee's plan claim week is Friday to Thursday, and the unemployment insurance claim week is Sunday to Saturday.

In these circumstances the employee's benefit entitlement would be as follows:

Plan Claim Week 1

Nil (waiting period).

Plan Claim Week 2

- (i) employee with less than 20 years of service - unemployment insurance maximum = \$425 (from the Plan)
- (ii) employee with 20 or more years of service - 80% of Basic Weekly Rate at the time of layoff - (80% X \$600) = \$480 (from the Plan)

Plan Claim Weeks 3, 4 and 5

80% of Basic Weekly Rate at the time of layoff - (80% X \$600) = \$480 (\$342 unemployment insurance and \$138 from the Plan)

Last Plan Claim Week (May 21 - May 27, 1993, inclusive)

For unemployment insurance purposes, employee works 2 days, (May 27 and 28 - both of which days fall in one unemployment insurance claim week) - Earnings \$240.00

Deduct unemployment insurance allowable earnings (25% of employee's unemployment insurance entitlement of \$342) \$85.00

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Net earnings for unemployment insurance purposes \$154.50

Unemployment insurance entitlement during last plan claim week (\$342 - \$154.50) \$187.50

In order to make up the 80% of his Basic Weekly Rate during the last plan claim week - i.e., \$480, the employee would receive: \$120.00

One day's wages for Thursday, May 27, the last day of the plan claim week	\$120.00
Unemployment insurance entitlement	\$187.50
From The Plan	\$172.50
<b>TOTAL</b>	<b>\$480.00</b>

4.8 Intentionally left blank.

**SPECIAL PROVISIONS FOR EMPLOYEES WITH 20 YEARS OR MORE OF CUMULATIVE COMPENSATED SERVICE**

**4.9**

(a) An employee with 20 years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his Region shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years; such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

(b) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his Region will have his group life insurance continued during the period of layoff, up to a maximum period of two years from date of layoff.

4.10 Any agreement reached between the parties will not be valid in respect of benefits under The Plan unless approved by the Canada Employment and Immigration Commission on the basis that no deductions will be made from the Government unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in The Plan, no Eligible Employee will receive for any week a layoff payment under The Plan in excess of that which can be allowed the employee without any reduction in his unemployment insurance payment.

4.11 An employee who is on layoff on the effective date of The Plan and not receiving weekly layoff benefits but who now qualifies for benefit payments in accordance with the terms of The Plan, shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated

Company officer providing such claim is submitted within sixty calendar days of the effective date of The Plan. The period of continuous layoff immediately prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 4.4(a) (ii). Such employee who fails to file a claim within sixty calendar days of the effective date of The Plan will forfeit his right to any benefit payments unless subsequently returned to work and again laid off.

#### WORK REQUIREMENTS

##### 4.12

- (a) Effective June 14, 1995, employees who are not eligible for the benefits contained in Article 7 of this Plan may be entitled to the benefits contained in Article 4 and Article 13 of this Plan.

In order to become and remain eligible for these benefits, the employee in receipt of Job Security Benefits will be required to:

- i) continuously exercise their seniority in accordance with Agreement 10.1 and Supplements thereto.

Note: Relocation benefits will be triggered only when permanent vacancies are filled or when an employee displaces onto a permanent position.

- ii) must fill vacancies in any other bargaining units, non-scheduled or management positions at the home location; if unable to hold work.

- iii) may accept work outside of CN at the home location as determined by the Labour Adjustment Committee.

- (b) Employees will be required to accept permanent and temporary vacancies at their home location in other bargaining units, non-schedule and management positions subject to qualifications. Any bargaining unit positions in Article 4.12 (a) (ii) must be vacancies which occur after all bulletining and recall provisions of the relevant collective agreements have been exhausted. Failing to do so, their weekly layoff benefits will be forfeited for the duration of that vacancy, but all other rights will remain.

Note: For the purposes of this provision, a temporary vacancy is defined as one of at least 7 calendar days and less than 90 calendar days duration. A permanent vacancy is defined as one of at least 90 calendar days in duration.

- (c) Employees accepting a vacancy in another bargaining unit, schedule or management position pursuant to this Article 4.12 will

continue to accumulate seniority in the classification from which laid off. Such employees must accept recall to the first permanent vacancy in their original classification on their Region. Failure to do so will result in the loss of seniority under this agreement.

- (d) Should a permanent vacancy arise in another bargaining unit at a time when several members of BMWWE and other bargaining units are on laid-off status and receiving benefits, the vacancy will be offered to the laid off employees in order of Cumulative Compensated Service (C.C.S.). Only the most "junior" (i.e. in years of C.C.S.) will be required to accept the vacancy pursuant to paragraph (b) above. The provisions of this paragraph (d) come into effect only after acknowledgment by the Canada Employment and Immigration Commission that it will not invalidate registration of the Plan.
- (e) Employees who work outside their bargaining unit pursuant to paragraph (b) above will be governed by the terms and conditions of employment of the collective agreement under which they are working except they will be compensated while so employed at 80 percent of their Basic Weekly Rate at time of layoff, or the established rate for the vacancy, whichever is the higher. In the application of this provision, if it is necessary to supplement the basic rate of the position concerned, each week so supplemented shall be deducted from the employees' weekly layoff benefits entitlement. Provided employees remain in a position to which a supplement applies, such supplement will be paid until such time as the amount expended for supplementary payments equals the amount of weekly layoff benefits they would have received had they not been required to fill a vacancy or, until the employees vacate the position, whichever date comes first. In determining the weekly layoff benefits they would have received if they had *not* been required to fill the vacancy, it will be assumed that the employees had no outside earnings.

If employees are laid off from a position occupied pursuant to paragraph (b) above and still eligible for weekly layoff benefits, their benefits will be calculated as if they had been laid off from their original classification.

- (f) Employees who accept a permanent vacancy in accordance with paragraph (b) above will, for purposes of bidding, establish a seniority date in their new classification based on the date of transfer. Ninety (90) calendar days after employees transfer to a permanent vacancy in accordance with paragraph (b) above, they will, for purposes of protection against layoff, establish a seniority date in their new classification based on the seniority date in the

classification from which laid off. In such circumstances, i.e. to protect against layoff, the employee shall displace the junior employee at the location in the classification to which transferred. An employee who transfers to a temporary vacancy in accordance with paragraph (b) above will, for all purposes, establish a seniority date in the new classification based on the date of transfer.

- (g) Employees will be required to accept recall to vacancies of expected duration of at least 7 calendar days and less than 90 calendar days in their classification at their home location. Failing to do so, the employee's weekly layoff benefits will be forfeited for the duration of that vacancy, but all other rights will remain. Notice of recall shall be provided as per the collective agreement, except when waived by the employee.
- (h) These provisions shall operate over any clause in a collective agreement to the contrary.

## ARTICLE 5

### Training of Employees

**5.1** An employee who has Employment Security under the provisions of Article 7 of The Plan who has his position abolished and is unable to hold work due to a lack of qualifications, will be trained for another position within his seniority group and, failing that, will be trained (if necessary) in order to fill a position in keeping with the provisions of Article 7. Training (if necessary) will be provided for a position for which he has the suitability and adaptability to perform the duties of that position. Such employee will receive the 40-hour straight time pay associated with his last railway classification during his period of training (hourly rated employees, 40 x the basic hourly rate; seasonal employees, 40 x the average hourly earnings over the eight weeks preceding lay-off.

**5.2** An employee who does not have Employment Security under the provisions of Article 7 and has two or more years of Cumulative Compensated Service and:

- (a) has been laid off or who has been advised that he may be laid off and who is, or will be, unable to hold other work in the Company because of lack of qualifications, or,
- (b) will be adversely affected by a notice served pursuant to Article 8 of The Plan requiring an employee to relocate or suffer a substantial reduction in his rate of pay,

will be considered for training for another position within or without his seniority group, providing he has the suitability and adaptability to perform the duties of that position and provided he has indicated a willingness to work in the job for which he may be trained whenever vacancies exist.

**5.3** At the option of the Company training provided under the provisions of either Article 5.1 or 5.2 may be:

- (a) at training classes conducted by qualified Company personnel;
- (b) at classes conducted by an approved training agency.

The type of training for which an employee may apply must:

- (i) qualify the employee for a recognized Company position;
- (ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or
- (iii) in the case of employees with 20 or more years of Cumulative Compensated Service, include the possibility of qualifying the employee for employment within or without the railway industry.

**5.4** An employee covered by the provisions of Article 5.2 will receive 80 per cent of the Basic Weekly Rate of his last job classification during his period of training. In addition, he will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.

**5.5** Should an employee covered by the provisions of Article 5.2 be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without forfeiture of pay or seniority rights.

**5.6** Notwithstanding any agreement to the contrary, the Company may require an employee who has completed a training program to take a position for which-he has been trained.

**5.7** In addition, the Company, where necessary and after discussion with the Union, will provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.

5.8 Upon request, the subject of training of an employee or groups of employees under any of the above provisions will be discussed by the System Federation General Chairman or equivalent and the appropriate officer of the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 8 or as retraining under Article 5.7 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration pursuant to Article 2.7 of The Plan.

## ARTICLE 6

### Relocation Expenses

#### ELIGIBILITY

6.1 To be eligible for relocation expenses an employee:

- (a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his home location and, in order to hold other work in the Company, such employee is required to relocate; or
- (b) must be engaged in work which has been transferred to a new location and the employee moves at the instance of the Company; or
- (c) must be affected by a notice which has been issued under Article 8 of The Plan and he chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 8 of The Plan and such relocation takes place in advance of the date of the change, provided this will not result in additional moves being made, or
- (d) must have Employment Security under the provisions of Article 7 and be required to relocate to hold work under the provisions of Article 7 of The Plan.

6.2 In addition to fulfilling at least one of the conditions set forth above, the employee:

- (a) must have two years' Cumulative Compensated Service; and;



- (b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 6.5, 6.6, 6.7 and 6.10; and
- (c) As per the current provisions of the Employment Security and Income Maintenance Agreement, relocation benefits will only apply when employees are required to travel an additional 25 miles to the new work location from their principal place of residence or the commuting allowance benefit will apply if employees do not change their principal place of residence but are required to travel an additional 15 miles to the new work location.

#### RELOCATION BENEFITS

**6.3** Payment of door-to-door moving expenses for the Eligible Employee's household goods and his automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.

**6.4** Effective January 1, 2001, an eligible employee will receive an allowance of up to \$825 for incidental expenses actually incurred as a result of relocation.

**6.5** Effective January 1, 2001, reasonable transportation expenses from their former location to their new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$210 for employees without dependents and an additional amount of \$100 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.

**6.6** Upon authorization, an employee may drive his automobile to his new location at the allowance per kilometer specified in the current Collective Agreement.

**6.7** In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave shall not exceed one week's pay at his Basic Weekly Rate.

#### **6.8**

- (a) Effective January 1, 2001, except as otherwise provided in Article 6.8 (c), reimbursement of up to \$ 14,000 for loss sustained on the sale of a relocating employee's private home which the employee occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the *new* location, and any

mortgage closure penalties, and the amount established as the selling price in the deed of sale.

- (b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article 6.12.
- (c) Notwithstanding the provisions of Article 6.8 (a):
  - (i) should a change take place involving relocation of Company employees whereby the number of homes being listed for sale by such Company employees represent 15 per cent or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Article 6.12 of The Plan. The number of Company employees' homes referred to above shall, for the purpose of establishing the 15 percent, include the homes of all Company employees which are being offered for sale as a result of and at the time of the change:  
or
  - (ii) Effective January 1, 2001, should a change occur involving relocation of Company employees covered by The Plan as well as Company employees covered by other collective agreements, the maximum amount of \$ 14,000 specified in Article 6.8 (a) shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other collective agreement.
- (d) An Eligible Employee who desires to sell his house and receives any benefit to which he may be entitled under Article 6.8 must advise the Company's officer concerned accordingly within twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article 6.8 if the house is not listed for sale within sixty days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 6.8 must be made within twelve months of the final determination of value.

Note: Notwithstanding other provisions of Article 6.8, special cases of loss on sale of homes may be submitted to the Committee for adjudication, but such special cases will not be subject to arbitration.

**6.9** Effective January 1, 2001, payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the

mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$7,000.

A mobile home will be considered not moveable if it is on a fixed foundation and on land owned by the employee. In such cases, homeowner provisions will apply.

**6.10** Effective January 1, 2001, if employees, who are eligible for moving expenses does not wish to move their household to their new location they may opt for a monthly allowance of \$ 215 which will be payable for a maximum of 12 months from the date of transfer to their new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation. An employee who elects to move his household effects to a new location during the twelve-month period following the date of his initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his relocation.

**6.11**

(a) Alternatively to Article 6.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocating employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing employee first secures the Company's approval to pay in excess of the three months' rent.

(b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

**APPRAISAL PROCEDURE**

**6.12** When an Eligible Employee desires to sell his home, under the provisions of Article 6.8(b), the following procedure will apply:

(a) In advising the Company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in Article 6.12(i), including his opinion as to the fair market value of his house.

(b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.

- (c) Within 15 working days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Article 6.8(a).
- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 6.12(c).
- (e) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of The Plan, and such price shall be binding on both parties.
- (f) The employee and Company officer concerned shall endeavor to mutually agree upon the independent appraiser referred to in Article 6.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Article, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Article 6.12 (e) or (f) shall be paid by the Company.

Note: In the event an employee desires to sell his home at price which is less than the fair market value as determined by the provisions of this Article, the Company will be given the right in priority to everyone else to purchase the home.

Name of Owner.....

Address .....

No. Street City-Town

Type of House, i.e., Cottage .....

Bungalow .....

Split Level .....

Year Built .....

No. of Rooms ..... Bathrooms .....

Type of Construction, i.e., brick, veneer, stucco, clapboard

.....

Finished Basement: Yes, ..... No .....

Type of Heating, i.e., oil, coal, gas, electricity .....

Garage: Yes ..... No .....

Size of Lot .....

Fair Market Value: \$ .....

Other Comments .....

Date ..... Signature .....

## ARTICLE 7

### Employment Security

#### SECTION A) SYSTEM REQUIREMENTS

7.1 When employees defined in Article 7.17 a) and b), who commenced service prior to January 1, 1994 and have eight or more years of cumulative compensated service, are affected by a change pursuant to Article 8 of this Agreement, such employees are required, on a continuous basis, to do the following in order to become and remain eligible for the benefits contained in Article 7 of Section A) of this Agreement:

- (a) fully exhaust seniority in their own classification at their location; if unable to hold work,
- (b) fully exhaust seniority in their own Supplemental Agreement on their region; if unable to hold work,
- (c) fully exhaust seniority on their region, in other Agreements supplemental to Agreement 10.1 in which the employee in question holds previously established seniority; if unable to hold work,
- (d) fully exercise consolidated seniority in accordance with the terms of Appendix "D" attached hereto; if unable to hold work,
- (e) accept work outside of CN as determined by the Labour Adjustment Committee at their location; if unable to hold work,
- (f) fill unfilled permanent vacancies in their own bargaining unit on the system; if unable to hold work,
- (g) fill unfilled permanent vacancies in other bargaining units, non-scheduled or management positions at the location, region, system;

Note 1: For the purposes of this Article, "permanent vacancy" will mean any job of an expected duration of 6 months or more and,

Note 2: A job that has been fully subjected to bulletining and recall in accordance with the applicable Collective Agreement and still remains unfilled.

7.2 Prior to an employee being required to fill a permanent vacancy beyond the Region pursuant to Article 7.1, the Labour Adjustment Committee will meet and review whether any alternatives are

available. Employees will continue to hold and accumulate seniority on the list from which they have transferred.

- (a) Employees must accept permanent vacancies within the Region in accordance with existing rules in their collective agreement.
- (b) Any outside earnings an employee was receiving prior to the date of the notice of permanent job abolishment will not be deducted from benefits received under this Article. In all other cases, outside earnings will be deducted.

7.3 If unable to hold a permanent position pursuant to Article 7.1, an employee will receive the employment security benefits contained in Article 7.4, at their home location, until a permanent position becomes available under the above-stated obligations. At such time, the employee will be required to fill a permanent position in accordance with the above-stated obligations and, if required to relocate, will be eligible for relocation benefits.

7.4 The Employment Security Benefit entitlement under Article 7 Section A) of this Agreement is as follows:

6 years at 90% of the employee's Basic Weekly Rate of pay of the last permanent position held as defined in Article 7.17a) or b).

Employment Security Benefits are subject to future general wage increases. All applicable deductions will be made including union dues, pension, unemployment insurance, etc.

7.5 Should an employee in receipt of employment security benefits be required to fill a job as defined in Article 7.1 Note 1 and 2, the employee's employment security benefit entitlement shall be reinstated.

7.6 Employees required to relocate, that is, when they must travel an additional 25 miles from their principal place of residence to their new work location, pursuant to Article 7 Section A) and who actually relocate, will be entitled to the relocation benefits pursuant to Article 6 or, may choose actual reasonable expenses incurred up to the following:

Homeowner / Non-Homeowner

Within the Region	\$28,000 / \$16,000
Beyond the Region	\$55,000 / \$33,000

7.7 Employees electing to be covered by the benefits contained in Article 7 Section A), who fail to fully exhaust their seniority on the

Region in accordance with Article 7.1 (a), (b), (c) and (d), shall forfeit their seniority and will forever forfeit entitlement to benefits under this Agreement.

**7.8** Except in case of bona fide leave of absence for injury or sickness, employees electing to be covered by the benefits contained in this Article 7 Section A), who at any time, fail to meet the requirements outlined in Article 7.1 (e), (f) or (g) will forever forfeit entitlement to benefits under Article 7 Section A) of the Employment Security and Income Maintenance Agreement. Such employees may however, at that time, opt to receive the benefits contained in Section B) of this Article. Article 7 Section B) benefits will be reduced by any wages received under Article 7 Section A).

**7.9** Any employee who chooses to be covered by Article 7 Section B) prior to being affected by a permanent staff reduction will continue to be eligible for Article 7 Section A) coverage if at a future date such employee obtains a permanent position and is again affected by a change pursuant to Article 8.1.

**7.10** Employees affected by a change pursuant to Article 8.1, must decide, on a date mutually agreed between the Union and the Company, whether they wish to be governed by the rights and obligations of either Article 7 Section A) or Article 7 Section B) of this Plan. Such date will be agreed to during the meeting held pursuant to Article 8.4 and will be prior to the implementation date of that change or, on a date an employee is affected if not initially named on the notice served pursuant to Article 8 of the Plan.

**7.11** Employees on Employment Security status and receiving Employment Security benefits as of June 13, 1995, and governed by the terms and conditions of Article 7 of the E.S.I.M.A. of April 21, 1989, ("the Former Plan") as amended, will continue to be governed by those provisions subject to the following additional conditions or limitations which will come into effect on October 13, 1995.

For employees identified in the paragraph above the duration of Employment Security entitlement will be for a full B-year benefit, commencing on October 14, 1995.

Employees who have expended their Employment Security benefits and cannot occupy any position shall, at that time, elect either options 1 or 3 of Article 7 Section B).

Employees currently in receipt of benefits who are in the transition period of 6 years outlined above, will be required, in addition to the requirements of Article 7 of the Former Plan, to fill permanent vacancies in all other bargaining units, non-scheduled or management



positions on the Region and accept work outside of CN at their home location. Any outside earnings will be deducted from Employment Security payments.

When permanent vacancies occur on the System within the bargaining unit, the Labour Adjustment Committee will meet to ensure the filling of such vacancies, initially on a voluntary basis to senior employees with the view to providing employees who are currently on Employment Security with a permanent position on their Region. If the Labour Adjustment Committee cannot fill such a vacancy on a voluntary basis, the junior employee on the Region, currently on Employment Security of the Former Plan, must fill that vacancy on the System. If employees choose not to fulfill their Employment Security obligations, they may be eligible for weekly layoff benefits under Article 4, a severance payment under Article 13 or an early retirement separation allowance under Article 3.2(a)(iii).

During this period, the Labour Adjustment Committee will meet to develop additional opportunities and/or options for such employees, including but not limited to placement assistance, job searches, special training, etc., with the ultimate goal of finding permanent employment opportunities.

7.12 Employees eligible for early retirement are not entitled to the benefits contained in this Section 7A, however, such employees will be entitled to Article 7.14 - Option 1 or Article 6 relocation benefits if required to relocate in order to hold a permanent position.

#### **SECTION B) ENHANCED SUPPLEMENTARY UNEMPLOYMENT BENEFIT AND ALTERNATIVE OPTIONS**

##### **7.13**

- a) When employees defined in Article 7.17 a) and b), who commenced service prior to January 1, 1994, and have eight or more years of cumulative compensated service, and are affected by a change pursuant to Article 8.1 of the Plan and elect not to fulfill the obligations under Article 7 Section A) of the Plan, will be required, on a continuous basis, to do the following in order to become and remain eligible for the benefits contained in this Article 7 Section B) of the Plan.
- b) Employees defined in Article 7.17 c) and d) who commenced service prior to January 1, 1994, and have eight or more years of cumulative compensated service, and are affected by a change pursuant to Article 8.1 of the Plan will be required, on a continuous basis, to do the following in order to become and remain eligible for the benefits contained in Article 7 Section B) of the Plan.

- (i) fully exhaust seniority in their own classification at their location, if unable to hold work,
- (ii) fully exhaust seniority in their own Supplemental Agreement on their region; if unable to hold work,
- (iii) fully exhaust seniority on their region, in other Agreements supplemental to Agreement 10.1 in which the employee in question holds previously established seniority; if unable to hold work.
- (iv) fully exercise consolidated seniority in accordance with the terms of Appendix "D" attached hereto; if unable to hold work,

**Note 1:** Relocation benefits will be triggered only when permanent vacancies are filled or when an employee displaces onto a permanent position.

**Note 2:** For employees covered by Article 7.17a) and b), option 1, 2, 3 and 4 pursuant to Article 7.14 will be triggered on the effective date of implementation of the change, however, these options 1, 2, 3 and 4 will only be available on a one time basis on the employee's first opportunity to elect one of the five options listed in Article 7.14.

The employee whose name appears on the notice may choose Option 2 prior to accepting work in another bargaining unit.

Any employee may choose Options 1 or 3 prior to accepting work in another bargaining unit.

- (v) fill permanent vacancies in other bargaining units, non-scheduled or management positions at their home location: if unable to hold work,

**Note:** Any employees may choose Options 1, 3 or 4 prior to accepting work outside CN.

- (vi) accept work outside of CN at the home location as determined by the Labour Adjustment Committee; if unable to hold work,
- (vii) After exhausting (i) through (vi), the employee, if eligible, will be required to exercise one of the following options:

7.14

**OPTION ONE (ENHANCED EARLY RETIREMENT SEPARATION ALLOWANCE)**

Employees who are eligible for early retirement under the CN Pension Plans rules and who have 85 points, will be entitled to a lump sum early retirement separation allowance. The separation allowance is to be calculated on the basis of the following formula:

Years of Cumulative Compensated Service	Number of Weeks Salary Credited for Each Year of Service Remaining to Normal Retirement
35 or more	6.0
34	5.9
33	5.8
32	5.7
31	5.6
30	5.5
29	5.4
28	5.3
27	5.2
26	5.1
25 or less	5.0

**NOTE:**

- (a) A partial year of service remaining to normal retirement is to be expressed on a monthly basis, e.g., 4 years and 7 month (or major portion thereof) equals 4-1/12 (4.083) years.
- (b) One week's salary shall be the employees' Basic Weekly Rate at the time of the change.
- (c) Employees who elect to retire under this Option will have their life insurance and extended health care benefits continued until they reach age 65.

**OPTION TWO (BRIDGING)**

Employees who are at least 50 years of age and who will be eligible for early retirement under the CN Pension Plan(s) within 5 years may elect to take a bridging package at 65% of the employees' basic weekly rate with continued benefit plan coverage (Dental, Extended Health and Vision Care, and Group Life Insurance) until eligible for early retirement, at which time the employee will be given a separation allowance in accordance with the formula outlined in Option One above.

If an employee is at least 48 years of age and within 7 years of early retirement under the Pension Plan(s) rules, the employee may elect to take a bridging package at 65% of the employee's basic weekly rate with continued benefit coverage until retirement, at which time the employee will be given a separation allowance in accordance with the formula provided in Article 3.2 (a) iii of the current Plan. (Dental continued until early retirement - Extended Health and Vision Care and Group Life Insurance continued until normal retirement).

Bridging is subject to the employee's normal applicable deductions including union dues. Employees will be paid, through the Direct Deposit System, on the same basis as they were paid at work. Employees will accumulate credit for pension eligibility purposes. For these employees, active employment is severed and the employees will not be entitled to future wage adjustment.

It is understood that these bridging options will be available only to those employees who are directly affected and whose name appears on the notice of permanent staff reductions supplied to the Union and/or the employees.

#### OPTION THREE (SEVERANCE PAYMENT)

Employees may elect to take a lump sum severance payment in accordance with the following scale:

8 years or more but less than 16 years CCS	\$ 50,000
16 years of more but less than 26 years CCS	\$ 60,000
26 or more years of CCS	\$ 65,000

Such employees shall be entitled to Group Life Insurance and Extended Health and Vision Care benefits fully paid by the Company for one year.

#### OPTION FOUR (EDUCATIONAL LEAVE)

Employees will be entitled to a leave of absence for educational purposes, with full pay (minus all regular deductions including union dues) for a period of up to three (3) years while attending an educational training program. The program must be approved by the Labour Adjustment Committee. Employees will be subject to be called to work while not attending courses. All outside earnings during this period of leave will be deducted from the employees' pay. Upon completion, the employee is to resign from Company service unless there is a permanent position available for which the employee is the qualified successful candidate. Such employee forfeits any future entitlement to Article 7 Section A) or Section B) benefits.

Such employee will be treated as a new employee for the purposes of receiving benefits under this Plan and shall forfeit all seniority. However, the employee's prior service shall be recognized for the purposes of pension and vacations.

**OPTION FIVE (ENHANCED SUPPLEMENTAL UNEMPLOYMENT BENEFIT)**

Elect to receive the following enhanced SUB provided the employee has fully exercised seniority on the Region.

8 years or more but less than 23 years CCS	3 years.
23 years or more but less than 30 years CCS	4 years.
30 years or more CCS	5 years.

**Benefit Level:**

Year 1	90% of the Basic Weekly Rate of the last position held;
Year 2	85% of the Basic Weekly Rate of the last position held;
Year 3	80% of the Basic Weekly Rate of the last position held;
Year 4	80% of the <i>Basic</i> Weekly Rate of the last position held;
Year 5	80% of the Basic Weekly Rate of the last position held.

Note: For employees defined in Article 7.17a) their Basic Weekly Rate will be based on their last permanent position held;

For employees defined in Article 7.17b), c) and d), their Basic Weekly Rate will be based on their last position held.

Employees electing option 5 may elect, at the *same* time, to continue to be covered by the current benefits (Dental, Extended Health and Vision Care and/or Group Life Insurance) at their expense. The employee will be required to make direct payment to the benefit Carriers.

**7.15** Employees required to relocate pursuant to Article 7.13 and who actually relocate, will be entitled to the relocation benefits provided in Article 6 or the actual, reasonable expenses incurred up to a maximum of \$ 28,000.00 for homeowners, or \$ 16,000.00 for non-homeowners.

**7.16** Where more than one relocation results from an employee who commenced service prior to January 1, 1994, and has eight or more years of cumulative compensated service being affected by a change pursuant to Article 8.1 of the Plan, being required to relocate, the relocation(s) will be governed by the provisions of Article 6 or 7.6 of the Plan. Any subsequent relocation(s) which takes place as a result of the initial change will also be governed by the provisions of Article 6 or 7.6 of the Plan.

IN THE APPLICATION OF THIS ARTICLE 7 THE FOLLOWING DEFINITIONS AND PRINCIPLES WILL ALSO APPLY:

**7.17**

- a) Employees working on permanent jobs (i.e.: Jobs in existence year round):

Employees occupying these jobs year round will be subject to the obligations and will be entitled to the benefits contained in this Article 7.

- b) Employees working on temporary jobs and qualified for twelve (12) months of benefits under the **Rateable** Period Agreement, Appendix "H", will be considered as occupying a permanent job. These employees will be subject to the same obligations and entitled to the same benefits as the one established in Article 7.17a).

- c) Employees working on temporary jobs and who are not qualified for twelve (12) months of benefits under the **Rateable** Period Agreement, Appendix "H", will not be considered as **occupying** a permanent position. These employees will be subject to the obligations of Articles 7.13 and, will only be entitled the benefits of Article 7.14 Option 5 (Enhanced Supplemental Unemployment Benefit) for the duration of their fixed period of benefits as defined by the **Rateable** Period Agreement. At the expiration of their fixed period of benefits, employees will be entitled to layoff benefits pursuant to Article 4 of the Plan. The Company retains the right to offer the benefits of the other Options contained in Article 7.14.

- d) Employees working on seasonal positions formerly covered by Supplemental Agreement 10.13. Employees working in the classifications of Attendant and Extra Gang Labourers who commenced service prior to January 1, 1994, and have eight or more years of cumulative compensated service will be subject to Article 10 of the Plan. Seasonal employees placed in a situation where they can no longer hold work on their region as a consequence of an Article 8 notice during the seasonal period, (defined in the Collective Agreement as April 15 to Nov. 30 for the territory from Kamloops west on the main line, including Kamloops and Vancouver Island and April 15 to Nov. 15 for the remainder of the System) will only be entitled to the benefits of Article 7.14 Option 5 (Enhanced Supplemental Unemployment Benefit) for the remainder of the seasonal period. At the end of the seasonal period, the employees will not be entitled to any benefit under the Plan until the next seasonal period. The

Company retains the right to offer the benefits of the other Options contained in Article 7.14.

**7.18** Employees required to protect their seniority on a continuous basis in order to protect their entitlement to Employment Security Benefits may, at their option, elect to suspend their Employment Security Benefits temporarily to utilize the provisions of the Senior May, Junior Must Agreement.

It is understood that employees who elect the above will be eligible for the benefits provided for under Articles 4 and 6 of the ESIMA, and will re-establish Article 7 benefits once affected by a new Article 8 notice or displaced by an employee who is affected by an Article 8 notice.

Employees affected by subsequent displacement will be entitled to the benefits and subject to the obligations of Article 7, including the above.

Note: In the application of this article, it is understood that, if an employee exercises seniority on a temporary position, the employee will not be eligible for benefits provided under Article 6.

## ARTICLE 8

### Technological, Operational and Organizational Changes

#### 8.1

- (a) The Company will not put into effect any Technological, Operational or Organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the System Federation General Chairman representing such employees or such other officer as may be named by the Union concerned to receive such notices. In any event, not less than 120 days' notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
- (b) Prior to implementing any other permanent change of a known duration of one year or more, which will have adverse effects on employees holding permanent positions, the Company will provide the Union with as much advance notification as possible. The notification will contain a description of the change and the expected number of employees who will be adversely affected.
- (c) In situations where supervisors or employees holding excepted or excluded positions, or a full time Union Officer return to the bargaining unit and displace a scheduled employee occupying a

permanent position, the employee so displaced will be entitled, if eligible, to the same benefits as employees affected in (a) & (b) above.

Note: The expiration of a temporary vacancy does not constitute a change under this Plan.

**8.2** When a notice is issued under Article 8.1 (a) and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the System Federation General Chairman, or such other officer as may be named by the Union concerned, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

**8.3** Intentionally left blank

**8.4** Upon request the parties shall negotiate on items, other than those specifically dealt with in The Plan, with a view to further minimizing the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matters as may be appropriate in the circumstances, but shall not include any item already provided for in The Plan.

**8.5** If the above negotiations do not result in mutual agreement within thirty calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and of the Union.

**8.6** If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an Arbitrator as set out in Article 2.7 of The Plan. The matters to be decided by the Arbitrator shall not include any question as to the right of the Company to make the change, which right the Unions acknowledge, and shall be confined to items not otherwise dealt with in The Plan.

**8.7** All benefits under the Plan will be suspended in the event of a legal strike or legal lockout at CN.

**8.8** In addition to all other benefits contained in The Plan which are applicable to all Eligible Employees, the additional benefits specified in Articles 8.9 is available to employees who are materially and adversely



affected by technological, operational or organizational changes instituted by the Company.

**MAINTENANCE OF BASIC RATES**

**8.9** An employee whose rate of pay is reduced by \$11.00 or more per week, by reason of being displaced due to a technological, operational or organizational change, will continue to be paid at the basic weekly or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he;

- (a) first accepts the highest-rated position at his location to which his seniority and qualifications entitle him; or
- (b) if no position is available at their location they accept the highest-rated position on his Region to which his seniority and qualifications entitle him.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

- (i) the dollar value of the incumbency above the prevailing job rate has been maintained for a period of three years, and thereafter until subsequent general wage increases applied on the basic rate of the position he is holding erase the incumbency differential; or
- (ii) the employee's services are terminated by discharge, resignation, death or retirement.

An example of the application of Article 8.9(b)(i) follows:

Date	Basic Rate	Incumbency Level
October 1, 1988	\$500.00	\$550.00
January 1, 1989 (4.5%)	\$522.50	\$572.50
January 1, 1990 (4%)	\$543.40	\$593.40
January 1, 1991 (4.5%)	\$567.85	\$617.85
January 1, 1992 (3%)	\$584.89	\$617.85
January 1, 1993 (3%)	\$602.44	\$617.85
January 1, 1994 (3%)	\$620.51	Incumbency disappears

For the purpose of this Article 8.9, the basic rate of a position paid on a four-week guarantee basis or the basic rate of a position with stand-by earnings shall be converted to a basic rate on a forty-hour week basis.

#### Example - Four-Week Guarantee

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. Inasmuch as his guarantee represents \$1,890.00 per four-week period, his Basic Weekly rate shall be considered as \$472.50 and his basic hourly rate shall be considered as \$11.81.

#### ARTICLE 9

##### Government Assistance Program

9.1 All payments under The Plan are to be reduced in whole, or in part, in each case by any amount payable for the same purpose under a Government Assistance Program.

#### ARTICLE 10

##### Seasonal Employees

10.1 Seasonal employees are defined as those who are employed regularly by the Company but who normally only work for the Company during certain seasons of the year. Articles 4 and 8 of The Plan shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the recognized seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized seasonal working period, the seven-day waiting period provided for in Article 4.4(a) (ii) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the recognized seasonal working period, the seven-day waiting period, as the case may be, will begin on the commencement date of the recognized seasonal working period. Seasonal employees and recognized seasonal working periods shall be as defined in Memoranda of Agreement signed between the Company and the affected Union.

#### ARTICLE 11

##### Casual and Part Time Employees

11.1 Casual and part time employees are those who work casually on an as-required basis from day to day, including those who work part

days as distinguished from employees who work on regular or regular seasonal positions.

11.2 Casual and part time employees are entirely excluded from the provision of The Plan.

#### ARTICLE 12

Non-Applicability of Sections 52, 54 and 55, Part I, and Sections 214 to 226 Inclusive of Part III of the Canada Labour Code

12.1 The provisions of The Plan are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I, of the Canada Labour Code do not apply.

12.2 The provisions of The Plan are intended to minimize the impact of termination of employment on the employees represented by those Unions party to The Plan and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

#### ARTICLE 13

##### Severance Payment

13.1 For each year of Cumulative Compensated Service or major portion thereof, an employee will be allowed credit weeks as follows:

Employees with less than eight years Cumulative Compensated Service	One week's basic weekly pay for each year of Cumulative Compensated Service
Employees with eight or more years of Cumulative Compensated Service	Two and one-quarter weeks basic weekly pay for all years of Cumulative Compensated Service

13.2 An employee eligible for a severance payment and who resigns and who at a later date will become eligible for early retirement pension under the Company Pension Rules shall be entitled to receive the lesser of :

- (a) his severance payment entitlement under The Plan; or

(b) a lump sum amount equal to the basic pay he would had earned had he worked until eligible for an early retirement pension. The basic pay is to be calculated at the employee's Basic Weekly Rate in effect at the time of his resignation.

13.3 In cases of permanent staff reductions, an employee who has two years or more of continuous employment relationship at the beginning of the calendar year in which the permanent reduction occurs may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above but such severance payment will not in any event exceed the value of one and one-half years' salary at the Basic Weekly Rate of the position held at the time of abolishment or displacement (calendar year may be deemed to run from January 1 to December 31).

13.4 An employee will have fourteen calendar days from the date of layoff to decide to claim a severance payment under this Article.

13.5 Notwithstanding any other provision in The Plan, if upon the effective date of resignation from the Company's service, an employee is eligible for early retirement pension, he will not be eligible for a severance payment under this Article.

#### ARTICLE 14

##### Amendments

14.1 The parties hereto may at any time during the continuance of The Plan amend its provisions in any respect by mutual agreement.

#### ARTICLE 15

##### Commencement

15.1 Payment of benefits under The Plan shall commence on June 14, 1995.

15.2 The effective date for the amendments of benefits is June 14, 1995.

#### ARTICLE 16

##### Duration

16.1 The Plan cancels and supersedes for the signatory Union hereto, as specified in Appendix "A" to The Plan, the Employment Security

and Income Maintenance Agreement dated April 21, 1989, between the Canadian National Railway Company and the Organization signatory thereto.

**16.2** The Plan shall remain in effect until revised in the manner and at the time provided in respect of the revision of the Collective Agreement which is current from time to time.

Signed at Montreal, Quebec this d a y o f \_\_\_\_\_  
2001.

FOR THE COMPANY:

FOR THE BROTHERHOOD:

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

**(Sgd) R.A. Bowden**  
System Federation General  
Chairman  
Brotherhood of Maintenance  
of Way Employees

**(Sgd) R.F. Liberty**  
System Federation General  
Chairman  
Brotherhood of Maintenance  
of Way Employees

## APPENDICES

APPENDIX A

Listing of Collective Agreements Covered by the Plan

ORGANIZATION	AGR. #	CLASSIFICATION/ EMPLOYEES	LOCATION
BMW	10.1 and all Supplemental Agreements	All employees represented by the BMW	CN
BMW	10.61 and all Supplemental Agreements	All employees represented by the BMW	Terra Transport

APPENDIX B



Human Resources  
Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines  
Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

Montreal, Quebec  
Date: July 29, 1988

Mr A Passaretti  
Chairman - Negotiating Committee  
Associated Railway Unions

Dear Sir:

Letter of Understanding  
Re: Timing of a Technological, Operational or  
Organizational Change

When the Company has issued notice of a technological, operational or organizational change as provided for in Article 8.1 of The Plan, the officer(s) of the Union(s) upon whom the notice has been served and whose members are likely to be affected by the change, may meet with the appropriate officers of the Company with the object of discussing the proposed implementation date of the change.

It is understood that any such change in the proposed implementation date would be considered by the Company on the basis of the possible alleviation of any undue hardship on the employees if the implementation date were to be changed, plus any other factors which might be considered relevant. It is further understood that nothing in this letter restricts the right of the Company to implement the change at the time issued in the original notice or at any later time that the Company might consider appropriate.

Should any employee undergo any undue financial hardship as the result of the change, the Union(s) involved may refer the situation to the Committee of The Plan for possible considerations as a special case as contemplated under Article 3 of The Plan.

Yours truly,

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



APPENDIX C



Human Resources  
Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3H4

Ressources humaines  
Canadien National  
C.P. 8100  
Montreal (Québec) Canada  
H3C 3H4

Montreal, Quebec  
Date: July 29, 1988

Mr. A. Passaretti  
Chairman  
Negotiating Committee  
Associated Railway Unions

Dear Sir:

Implementation of National Transportation Agency Decisions

In the event the Company issues a notice under Article 8 of The Plan relating to a proposed change which requires the proposed implementation date of such change be delayed on account of the National Transportation Agency approval not having been received in sufficient time, the Union officers involved may review with the appropriate Company officers the new implementation date proposed if he is of the opinion that the revised date might have adverse effects on the employees involved.

Should any dispute arise out of the review, it may be submitted to the Committee for adjudication. In such instances, however, the arbitration provisions of The Plan will not apply.

Yours truly,

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

## APPENDIX D



### Human Resources

Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

### Ressources humaines

Canadian National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

January 22, 1996

LR8310-1

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

Mr. R.F. Liberty  
System Federation General  
Chairman  
Brotherhood of Maintenance  
of Way Employees  
2265 Pembina Hwy,  
Suite 300  
Winnipeg, Manitoba  
R3T 5J3

Gentlemen:

This has reference to the award of Arbitrator Dalton L. Larson dated 11 April 1988 concerning the consolidation of seniority lists for employment security purposes and the subsequent letter of understanding on this issue dated 9 June 1988.

During the 1993/95 round of National Negotiations it was agreed to modify the collective agreement by amalgamating the nine supplemental agreements to Agreement 10.1 into three supplemental agreements. Therefore, supplemental agreements 10.2 covering Steel Bridge Gangs, 10.4 covering Regional Masonry Gangs, 10.6 covering Divers, 10.7 covering Cooks and Cookees and 10.9 covering Bridge and Building Employees will be amalgamated in one supplemental agreement known as the Structure Supplemental Agreement.

Likewise Supplemental Agreements 10.5 covering the Welding Department, 10.8 covering the Track Employees and 10.13 covering the Employees working as Extra Gang Labourers will be amalgamated in one supplemental agreement known as the Track Supplemental Agreement.

Supplemental Agreement 10.3 covering the Work Equipment Department was not amalgamated with any other supplemental agreements and remains alone.

With the amalgamation of these supplemental agreements, which took effect January 1, 1996, it became necessary for the parties to revise the letter of understanding dealing with Consolidated Seniority which forms part of the Employment Security and Income Maintenance Agreement.

Therefore, this letter will confirm our understanding that for employment security purposes only:

1. Except as provided in item 1 Note 1, and item 2, all employees, covered by Agreements 10.1 and 10.61 and Supplemental Agreements thereto, will be deemed to have a consolidated seniority date, applicable on their respective Region, in all classifications covered by these Agreements. The consolidated seniority date will correspond with the employees first seniority date in a Maintenance of Way Agreement.

**Note 1:** Employees will not establish consolidated seniority within their line of promotion (where forced promotion is applicable) or grouping of employees in which they were adversely affected or in any other classifications in which they hold previously established seniority.

**Note 2:** For the purpose of consolidated seniority the words respective region mean the five CN geographical regions known as the Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions.

2. Employees working as Extra Gang Labourer and Attendant will be deemed to have a regional consolidated seniority date in all classifications covered by Agreements Supplemental to Agreement 10.1 and 10.61 respectively, eight years retroactive from the date on which such employee becomes entitled to Employment Security.
3. Employees identified in item 1 must exercise their consolidated seniority rights for displacement purposes, including the filling of an unfilled permanent vacancy, in accordance with Articles 7.1 or 7.13 of this agreement. Failure to do so will result in forfeiture of consolidated seniority and Employment Security.

**Note 1:** In displacement situations where employees are using their consolidated seniority, displacements will only be accepted if their consolidated seniority is greater than the consolidated seniority of the employee they wish to displace.

Note 2: The filling of an unfilled permanent vacancy will be permitted provided that the employees are qualified or can be qualified in a reasonable period of Time.

4. Employees who have exercised their consolidated seniority rights into another classification will be required to accept recall when permanent work is available in their former classification. Failure to do so will result in forfeiture of their consolidated seniority and Employment Security.
5. Employees who have exercised their consolidated seniority rights into another classification may accept recall for temporary work in their former classification. Such employees will have their permanent position advertised as a temporary vacancy. Upon the expiration of the temporary work they will be required to return to their permanent position. Failure to do so will result in forfeiture of their consolidated seniority and Employment Security.
6. Employees who exercise their consolidated seniority rights in another classification will establish seniority in that classification and in all lower classifications in the line of established promotion or progression that will be identical to their consolidated seniority date.
7. The provisions outlined in this letter of Understanding shall operate over any Article in the Collective Agreement to the contrary.

If you are in agreement with the above would you please so indicate by signing and returning two copies to the undersigned.

Yours truly,

(Sgd) W.T. Lineker  
Assistant Vice-President  
Labour Relations

We agree:

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

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

APPENDIX E



Human Resources  
Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4

Ressources humaines  
Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4

June 14, 1995

Mr. R.A. Bowden  
System Federation  
General Chairman  
Brotherhood of  
Maintenance of Way  
Employees  
2775 Lancaster Rd.,  
Suite 3  
Ottawa, Ont. K1 B 4V8

Mr. R.F. Liberty  
System Federation General  
Chairman  
Brotherhood of Maintenance  
of Way Employees  
2265 Pembina Hwy,  
Suite 300  
Winnipeg, Man. R3T 5J3

Gentlemen:

In discussions held pursuant to The Honourable Mr. Justice George W. Adams award dated June 14, 1995, on the issue of the Employment Security and Income Maintenance Agreement, the subject of the length of entitlement to employment security under Article 7.4 when an eligible employee has taken work outside the Company as determined by the Labour Adjustment Committee was discussed.

It is understood that an employee who receives less income while working outside the Company than the employee's employment security salary will have such income topped off to equal 100% of the employment security salary. It is also understood that the employee's employment security entitlement period will not be reduced by the number of weeks of top off received.

Yours truly,

**(Sgd) M. Healey**  
for: Assistant Vice-President  
Labour Relations

APPENDIX F



Human Resources  
Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3H4

Ressources humaines  
Canadian National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3H4

June 14, 1995

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

Mr. R.F. Liberty,  
System Federation General  
Chairman  
Brotherhood of Maintenance  
of Way Employees  
2265 Pembina Highway,  
Suite 300  
Winnipeg, Manitoba  
R3T 5J3

Gentlemen:

In discussions held pursuant to The Honourable Mr. Justice George W. Adams award dated June 14, 1995, on the issue of the Employment Security and Income Maintenance Agreement, the subject of expanded job opportunities for employees adversely affected by a change pursuant to a notice under Article 8.1 was discussed. questions were raised in regard to the protection that would be afforded to employees who were required to accept any of the expanded job opportunities.

Employees who are required to relocate beyond the Region pursuant to Article 7 of the Employment Security and Income Maintenance Agreement, if laid off, regardless of the reason, within one year, will revert back to the benefits available under Article 7 without having to relocate for a period of two years. Prior to employees being required to accept such positions pursuant to Article 7, the Labour Adjustment Committee will assess, to the extent possible, the stability of such positions.

When an employee has relocated beyond the Region and such employee is subsequently affected by a permanent change within a two (2) year period, the employee will not be considered as having voluntarily ceased the employment relationship with the Company pursuant to Articles 7.7 and 7.15.

Employees who are required to accept positions within the operating group, where earnings are irregular, will have their earnings adjusted on a quarterly basis.

Yours truly,

**(Sgd) M. Healey**  
for: Assistant Vice-President  
Labour Relations

## APPENDIX G



Human Resources  
Canadian National  
Box 8100  
Montréal, Québec, Canada  
H3C 3H4

Ressources humaines  
Canadian National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3H4

September 26, 1994

LR8310-I

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

Mr. R.F. Liberty  
System Federation General  
Chairman  
Brotherhood of Maintenance  
of Way Employees  
2265 Pembina Highway,  
Suite 300  
Winnipeg, Manitoba  
R3T 5J3

Gentlemen,

This refers to various conversation and more specifically to our telephone conversation dated September 16, 1994 during which we discussed at length the language contained in the last paragraph of Arbitrator Picher's award CROA #2445. This paragraph reads in part as follows:

"For the purpose of clarity, and as it may bear on remedy, the Arbitrator notes the representations of the Brotherhood at the hearing with respect to the fact that the wage entitlement of an employee holding a temporary position, when on employment security, is to be calculated on a rateable basis, having regard to his or her normal period of employment." (emphasis added)

The Company has carefully reviewed various methods by which it could resolve the problems created by such language. The first problem to be addressed is the establishment of the "rateable period". The second is the administration of the payment of benefits, provided in Article 7 of the Employment Security and Income Maintenance Agreement (ESIMA), to employees holding temporary positions and who are adversely affected by the repercussion of a Technological, Operational or Organization change introduced by the Company.

Based on its study and our conversations, the Company is proposing the following:



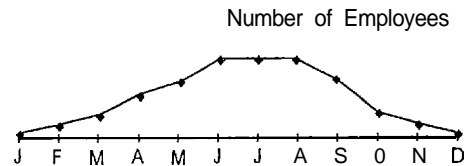
**Rateable period:**

Insofar as the rateable period is concerned, it will be calculated as follows:

It will be based on the affected employee's average time worked in each year over a period of three (3) years immediately preceding the effective date of the Article 8 notice. Once established, the rateable period will not fluctuate from year to year.

**Payment of benefits:**

In order to conform with the Arbitrator's award, the Company studied the "normal period of employment". As everyone knows the peak period of employment for employee working in Engineering is the summer period.

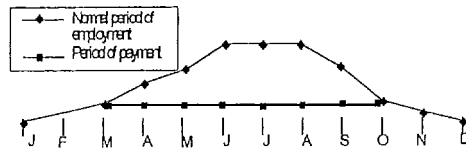


Therefore, it is normal that the "normal period of employment" should coincide with the summer period. As illustrated above, the number of employees increases in the first quarter of the year to reach its highest point during the summer period, then decreases in the latter part of the year.

Based on the aforementioned, it was agreed that, for each year, the **rateable** period of each employee will coincide with the normal period of employment and will become the employee's "fixed period of benefits".

Hereunder, is an example illustrating how employees eligible for eight (8) months of "fixed period benefits", would be paid benefits under Article 7 of the ESIMA. For the purpose of clarity, employee working during their "fixed period of benefits" will receive their normal wages. However, if they are not working during the same period they will be receiving benefits under Article 7 of the ESIMA. On the other hand, if the same employees are working outside their "fixed period of benefits", they will be receiving their normal wages. If they do not work outside the same period, they will not be entitled to any benefits provided for under Article 7 of the ESIMA.

Fixed period of benefits



Attached as Appendix "A" is a chart entitled "fixed period of benefits" outlining the principle by which the "fixed period of benefits" will apply. The attached chart exemplifies this principle for employees entitled to between 6 and 12 months benefits and the period during which these benefits will be paid under Article 7 of the ESIMA.

If you agree that the above properly reflects the agreement reached during our discussions, please so indicate by signing and returning a copy of this document to the undersigned.

Yours truly,

**(Sgd) N. Dionne**  
for: Assistant Vice-President  
Labour Relations

We agree:

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

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

Fixed period of benefits

<u>Number of Months Worked</u>	<u>Average Per Year</u>	<u>Entitlement (Rateable Period)</u>	<u>Period of Entitlement</u>
36	12	12	1 Jan to 31 Dec
35	11.66	12	1 Jan to 31 Dec
34	11.33	11	1 Feb to 31 Dec
33	11	11	1 Feb to 31 Dec
32	10.66	11	1 Feb to 31 Dec
31	10.33	10	1 Feb to 30 Nov
30	10	10	1 Feb to 30 Nov
29	9.66	10	1 Feb to 30 Nov
28	9.33	9	1 March to 30 Nov

<u>Number of Months Worked</u>	<u>Average Per Year</u>	<u>Entitlement (Rateable Period)</u>	<u>Period of Entitlement</u>
27	9	9	1 March to 30 Nov
26	8.66	9	1 March to 30 Nov
25	8.33	8	1 March to 31 Oct
24	8	8	1 March to 31 Oct
23	7.66	8	1 March to 31 Oct
22	7.33	7	1 April to 31 Oct
21	7	7	1 April to 31 Oct
20	6.66	7	1 April to 31 Oct
19	6.33	6	1 April to 30 Sept
18	6	6	1 April to 30 Sept
17	5.66	6	1 April to 30 Sept

QUESTIONS AND ANSWERS

EMPLOYMENT SECURITY

AND

INCOME MAINTENANCE

PLAN

BETWEEN

CANADIAN NATIONAL RAILWAY COMPANY

AND

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

## Employment Security and Income Maintenance Plan

The following Questions and Answers explain the Employment Security and Income Maintenance Plan ("The Plan") for employees represented by the Brotherhood of Maintenance of Way Employees

Note: This Plan is registered with the Canada Employment and Immigration Commission and recognized as an approved Supplemental Unemployment Benefit Plan (S.U.B.). It is permissible to pay job security benefits at the same time Unemployment Insurance is being paid because it is an approved registered plan. If it was not approved, any benefits received from The Plan would be deducted from U.I. benefits. In order to remain an approved registered plan, The Plan must be operated in accordance with U.I. rules and regulations.

The Plan has three basic elements:

1. Employment Security for those employees affected by Technological, Operational and Organizational (T O & O) changes who have eight years of Cumulative Compensated Service and were hired prior to January 1, 1994, and
2. Benefits including income maintenance for those employees affected by a notice served pursuant to Article 8.
3. Benefits for other than changes served pursuant to Article 8.

The Questions and Answers that follow are Intended for information purposes only and do not form part of The Plan. If any variation and/or application exists, the provisions of The Plan will prevail.

## QUESTIONS AND ANSWERS

### General Information

#### 1. What kind of benefits are available under The **Plan**?

Weekly payments to supplement Unemployment Insurance (U.I.) and to replace U.I. for one week during U.I. waiting period, and when U.I. benefits have been exhausted. These are called Supplemental Unemployment Benefit (S.U.B.) payments.

Severance pay in a lump sum when a permanent staff reduction occurs and you resign from service.

Early retirement separation allowance. (Article 3)

Weekly Layoff Benefits. (Article 4)

Training. (Article 5)

Moving and other expenses incurred in relocation. (Article 6)

Employment Security. (Article 7)

Maintenance of basic rates of pay. (Article 8.9)

#### Weekly Layoff Benefits (Article 4)

#### 2. Who is entitled to weekly layoff **benefits**?

You may apply for weekly layoff benefits if:

- . you have exhausted your seniority under the provisions of the collective agreement; and
- . you have two years of continuous employment relationship at the beginning of the year in which the layoff takes place;
- and you are not disqualified from U.I.

#### 3. What is Cumulative Compensated Service?

Any month in which you have 11 or more days of compensated service is considered a month of compensated service. Adding all such months together from last date of entry into the Company's service provides your "Cumulative Compensated Service". It is possible to work a month but not have Cumulative Compensated Service if the period of compensated service per month was less than 11 days.

4. What is included as Cumulative Compensated **Service**?

Time worked, vacation and general holidays paid. Also the following are included, up to a maximum of 100 days in any one year in which you were compensated for work:

- bona fide illness
- injury
- authorized maternity leave
- called to court as a witness
- jury duty
- bereavement leave

5. Am I entitled to layoff benefits if I have less than two years of **service**?

No.

6. When do I qualify for layoff **benefits**?

When you have two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began.

7. When can I not claim **benefits**?

You are not regarded as laid off and eligible for benefits under the following types of circumstances:

1. If you are on leave of absence for any reason, including sickness or injury.
2. When you are held out of service for disciplinary reasons,
3. If you are not at work because you did not exercise your seniority rights.
4. When you are on retirement.
5. When work ceases because of an act of God, including fire, flood, tempest or earthquake.
6. When for any reason, you decline recall to work on your basic seniority territory in accordance with your collective agreement.
7. When you fail to accept either a temporary or permanent vacancy in any bargaining unit, non-scheduled or



management position at your home location for which you are qualified or could become qualified for in a reasonable period of time.

8. When you receive other payments of any kind directly from the Company during the layoff. This does not preclude a claim for partial weekly layoff benefits if you returned to work during your last claim week.
9. If you are a seasonal employee and there is a recognized period of seasonal layoff and you are laid off during such period.
10. If you have been dismissed from Company service.
11. If there is reduction or stoppage of work because of strikes by Company employees. or lockout by the Company.
12. During any interval between the time of recall to service and the time you actually resume work.
13. If you have been disqualified from receiving U.I.C. benefits.

**8. How do I make a claim for weekly benefits?**

When you receive notice of layoff, ask your Supervisor for the prescribed Form, complete the employee's application section, following the instructions provided, and return it to your Supervisor.

You must advise your Supervisor of any U.I. benefits and any outside earnings you will receive, as this has a bearing on your benefits.

**9. How do I receive payments?**

They will be mailed to you at home. This will be at least four weeks after your layoff.

**10. If I don't receive a benefit cheque, who do I notify?**

Your Supervisor knows your status and entitlements. All correspondence and any inquiries regarding benefit payments must be directed to your Supervisor.

**11. What happens if I delay submitting my applications for U.I. and layoff benefits?**

You must make your initial claim for benefits within the first week in which you are laid off, otherwise the commencement of your benefit period will be delayed until you do. If your claim for U.I. is more than

three weeks late, you may lose some U.I. benefits and this could result in the loss of layoff benefits.

12. Are benefits provided under this Agreement subject to income tax?

Yes, deductions will be made by either the Trust Company or CN and you will receive a the proper deduction slip at the end of the year.

13. Are benefits payable as soon as I am laid off?

No, there is a seven-day waiting period for layoff benefits and a two-week waiting period for U.I. payments. No benefits are payable for the first seven days of layoff. Benefits become payable for the second week of layoff, and U.I. payments for the third.

14. Does each layoff require a new waiting period?

Yes, unless the period of employment between layoffs is less than 90 calendar days. In this case, you will be eligible for layoff benefits immediately.

15. What if I am recalled temporarily from layoff to work short periods?

Your benefits will not be reduced for any claim week during which you are recalled to work by the Company for less than five working days. However, you must report such earnings to U.I.

16. What makes up a claim week?

For the purpose of The Plan, a claim week is each seven-day period following the one-week waiting period, regardless of the day the layoff begins. If you are laid off on Wednesday, having finished work on Tuesday, you will have a claim week of Wednesday-Tuesday throughout the layoff.

However, U.I. uses a calendar week, from Sunday to Saturday, for payments. At the end of a claim period, any partial week entitlement will be included in the final payment.

17. When can I claim a partial week benefit?

If you return to work for part of your last claim week and are paid by the Company in that week, you may claim a partial week.

18. How will the partial week claim be calculated?

Your earnings from the Company, plus your entitlement from U.I., will be supplemented to bring you up to 80 percent of your basic weekly rate at the time of layoff.

19. Are weekly layoff benefits payable during vacation, illness or disability?

No.

20. Can I be disqualified from weekly layoff benefits?

Yes, for example, if you do not actively seek other employment as required by U.I. regulations and are disqualified by U.I., you are thereby disqualified from layoff benefits.

21. What is my Basic Weekly Rate for benefit purposes?

As defined by Definition "D" of The Plan.

If you are a seasonal employee, it is 80 percent of your average weekly earnings for the 8 weeks preceding layoff.

22. What basic rate of pay is used to determine the weekly entitlement for employees who regularly receive more than one rate of pay for a work week?

When employees regularly receive more than one rate of pay in a pay period, the employee will have this amount pro-rated to determine his basic weekly entitlement.

23. How long will layoff payments continue?

Until you are recalled to work, or until you have exhausted the number of layoff benefit weeks to which you are entitled, whichever happens first.

24. If I have less than 20 years' service, how are my layoff benefits calculated?

For each year of Cumulative Compensated Service, prior to June 14, 1995, you are credited with five weeks of benefits and for each year of CCS after June 14, 1995 you will be credited with six weeks of benefits. This represents your gross entitlement. From this is deducted the number of weeks of layoff benefits you have received prior to the current period. The balance remaining is your net entitlement.

Note: If you had completed 12 or more years of Cumulative Compensated Service at the beginning of the calendar year in which you were laid off and in receipt of weekly benefits, your accumulated layoff benefits at the time of layoff will be reinstated when you return to work.

**25. What happens if I don't return to work when called?**

You will not receive benefits for the period between the date you were required to report and the date you actually report.

**26. Are benefits increased if there is an increase in wages while I am laid off?**

No, your benefit payments are based on the amount of your wages when you were laid off.

**Severance Pay**

**27. Who is eligible for a severance payment?**

A qualified employee whose position is abolished, is displaced, or laid off as a result of any permanent staff reduction and has two or more years of continuous employment relationship at the beginning of the calendar year in which the permanent reduction occurs.

**28. Does receiving severance pay affect my U.I. entitlement?**

Yes, severance payments arising from The Plan are taken into account in computing U.I. payments. Your severance payment will be translated into equivalent weeks of salary and U.I. benefits will be delayed for that number of equivalent weeks.

**Training (Article 5)**

**29. For what type of training can I apply?**

You may be trained for a position for which you have the suitability and adaptability, providing you have two or more years of Cumulative Compensated Service and cannot hold work due to a lack of qualifications.

An eligible employee may be trained for a recognized Company position which offers him the likelihood of employment in that field and able to assume such position immediately upon being trained.

If you have 20 years or more of Cumulative Compensated Service, the training may include the possibility of qualifying for employment within or outside the Company.

**30. How can I receive training?**

Your request for training for another position, even outside your seniority group, will be considered if you indicate your willingness to work in the new job whenever a vacancy exists, and if you have the suitability and adaptability to perform the duties of that position.

**31. Will training be provided for displacement purposes (Le., bumping)?**

No, training will not be provided when you are already qualified to hold any other job within your bargaining unit (10.1).

Training will, if necessary, be provided when:

1. You have exercised your maximum seniority rights within your bargaining unit and you are still unable to hold any work because of a lack of qualification;
2. If you are considered "suitable and adaptable" for another job, first within your bargaining unit, then for another bargaining unit.

**32. What if I do not want to take any training?**

If you have Employment Security and refuse to be trained for a position for which you have the suitability and adaptability, you will forfeit your Employment Security rights.

**Relocation (Article 6)**

**33. What does the word relocation apply to?**

For the purposes of The Plan, the term relocation applies to the change of your work location.

**34. What moving expenses are covered?**

Packing and unpacking of household goods, transportation, insurance and storage up to one month. The mode of transportation is to be determined by the Company.

**35. How do I arrange for door-to-door moving?**

Advise your Supervisor of your new work location and he will inform you of the mode of transportation to be used.

36. What is meant by incidental expenses?

This may include charges such as disconnecting and reconnecting electric appliances, cleaning and alteration of drapes or rugs, etc.

37. What amounts are allowed for meals and temporary accommodation?

Up to \$190.00 if you have no dependents, and \$80.00 for each dependent.

38. Am I allowed time off to find new accommodation?

Yes, you may have up to seven consecutive calendar days off with pay to find a new place and to make the move. Payment will not exceed one week's pay at your regular weekly rate. For non-weekly rated employees, the week's pay consists of five basic days or 40 hours of straight time pay.

39. How manytimes may I claim the automobile allowance?

Once. Upon authorization, your automobile can be driven to the location and per kilometer allowance paid. Any subsequent trips between the new location and the old one will not be paid.

40. How is the loss on the sale of my house calculated?

EXAMPLE

Appraised value	\$60,000
Agent fees (6.5% x 58,000.00)	\$3,770
Legal fees	\$550
Mortgage closure payment	\$450
TOTAL	\$64,770
Selling Price	\$58,000
TOTAL LOSS	\$6,770

41. What benefits are available to move a mobile home?

The cost of moving a wheeled mobile home which the employee occupies as a year-round residence for an amount not to exceed a total cost of \$6,000 with prior approval.

42. What benefits are available for an employee who owns a fixed mobile home which he occupies as a year-round residence?

If the land upon which the mobile home is located is owned by the employee the provisions of Article 6.8(a) will apply.

43. Do I have to move within a **certain** time?

Yes, there is a maximum time limit of 12 months from the date of initial transfer to your new work location.

44. How do I apply for the monthly commuter allowance?

If your job location is changed and you do not wish to move your household, ask your Supervisor for the prescribed form to request the commuter allowance, Your Supervisor will review your entitlement and forward your claim for approval and payment.

45. If I accept a temporary vacancy at my home location, am I entitled to the monthly commuter allowance when I subsequently do go to the new location to work?

Yes.

46. If I am receiving the monthly commuter allowance and return to my old location to work, does the payment of the allowance cease?

Yes.

47. Do I continue to receive the allowance if I am off sick, on vacation, leave of absence, etc.?

No, the purpose of the allowance is to help with expenses resulting from working away from home when you have not moved your household. If you are then off work for more than a few days, you would be expected to return home.

An interruption in the allowance does not reduce the maximum of 12 months' payments, which may be spread over 13 or 14 months.

48. If I elect to receive the monthly commuter allowance and later decide to move, will the amount of monthly allowance already paid be deducted from my moving expenses?

No.

49. What relocation benefits am I eligible for if I do not own or occupy unfurnished living accommodations?

Reasonable transportation expenses  
Automobile kilometer allowance  
Five days' (paid) leave to seek new accommodation  
The option regarding the monthly commuter allowance.

50. If I am receiving benefits, say the monthly commuter allowance, and negotiations increase the benefit level, am I entitled to the newly negotiated benefit level?

Yes, effective with that date provided for in the commencement article of the newly-signed agreement.

51. Should I retain copies of all my receipts incurred as a result of my relocation?

Yes, since these are taxable benefits, receipts for actual amounts spent should be retained.

#### Employment Security (Article 7)

52. When am I entitled to Employment Security?

You will have Employment Security when you have completed eight years of Cumulative Compensated Service and have commenced work prior to January 1, 1994. This will protect you against layoff as a result of a notice served under Article 8.1 of The Plan as long as you exercise your maximum seniority rights.

53. If I elect not to exercise my maximum seniority rights, what benefits are available to me under The Plan?

You will forfeit your rights to Employment Security, and only be entitled to the provisions of Article 13

54. If I forfeit my Employment Security, can I regain it at a later date?

No.

55. Can I be required to take a lower-rated position to maintain my Employment Security?

Yes, and the basic rate of your former position would be maintained under Article 8.9 of The Plan.

56. What happens if I cannot hold a position with the Company and I have Employment Security?

You will continue to be paid 90% of the basic rate of your former position for a maximum of up to six years.



57. What is my former position?

If you qualify under Article 7.17 (a) "Employee working on a permanent job your basic weekly rate will be based on your last permanent position held." If you qualify under Article 7.17 (b), (c) and (d) your basic weekly rate will be based on your last position held.

58. What type of protection and obligations are provided in Article 7?

There are two types of protection and obligations. The first one provides for payment of 90% of your basic rate of pay for a period of up to a maximum of 6 years. For this you will have to fulfill all the obligations of Article 7.1. The second type of benefit is contained in Article 7.14. For this you will have to fulfill the obligations contained in Article 7.13.

59. Do I have a choice of benefits between Section A and Section B?

If you are working on a permanent job as defined in Article 7.17 (a) or (b) you have the choice between Section A or Section B obligations / protection. However, if you are working on a job falling within Article 7.17 (c) or (d) you will only be entitled to Section B obligations and eligible for the benefits of Article 7.14 Option 5.

60. If I elect to relocate in order to maintain my Employment Security, will I again be entitled to relocation benefits upon recall to my former seniority group?

Yes.

61. If I elect to fill a permanent position in another bargaining unit, what rate of pay will I receive?

If the rate of pay of the new position is higher than your old basic rate of pay, you will receive the higher rate of pay. If, however, the rate of pay of the new position is lower than your old basic rate of pay you will receive the basic rate of pay of your old position. In this situation the difference between your old basic rate of pay and the rate of the position you occupy will be governed by the provisions of Article 8.9.

62. If I elect to fill a permanent position in another bargaining unit, what will happen to my seniority?

You will continue to accumulate seniority in your former bargaining unit. You will also accumulate seniority in your present seniority group.

63. What will my seniority date be if I work in another bargaining unit?

Your seniority date will be established pursuant to the terms of that agreement. You cannot transfer your seniority from your own bargaining unit. ex: B.M.W.E. to C.A.W. clerical or shopcraft unions.

64. If I elect to fill a permanent position in another bargaining unit, will I be subject to recall to my former seniority group.

Following the completion of one calendar year from the date you commence work in another bargaining unit, you will be subject to recall to your former seniority group. However, you will not be obliged to accept recall to your former seniority group but will retain the right to accept recall at any time thereafter.

65. If I do not accept recall to my former seniority group following the completion of one calendar year, is my seniority affected?

No, you will continue to accumulate seniority in both your former and present seniority groups.

66. What is the definition of a permanent employee and a temporary employee?

See the definition contained in Article 7.17.

#### Technological, Operational and **Organizational** Changes (**T O & O**)

#### Maintenance of Earnings (Article 8)

67. How is my incumbency ~~differential~~ applied and, in time, erased?

See example in Article 8.9 of The Plan.

68. How long am I entitled to an Incumbency?

You are entitled to an incumbency for a period of three years and for subsequent years until the basic rate of the position you hold exceeds the incumbency level. Such protection is contingent upon

you complying with the requirements to protect the highest rated position for which you are qualified.

69. Will the amount of an incumbency be included on my regular pay cheque?

Yes.

70. If I am receiving an incumbency and I am displaced, do I start another three-year incumbency period?

No, The incumbency will continue for a period of three years from the effective date of the first notice creating the incumbency and will not be affected by subsequent notices of displacements during the three-year period.

71. What is my status if I elect early retirement separation under Article 3.2 (a)(iii) of The Plan before I am eligible for pension?

If you elect early retirement under Article 3.2 (a)(iii) and are one year or less away from being eligible for pension, you are not eligible during this time for any other benefits of The Plan.

#### Special Benefits While on Layoff

##### Life Insurance

72. Does Company life insurance continue while on layoff?

If you have 20 years or more of Cumulative Compensated Service and are unable to hold work on your basic seniority territory, your group life insurance will continue in force for up to two years, without cost to you.

If you have less than 20 years of Cumulative Compensated Service, you can maintain your insurance for up to 12 months by making direct payments to the Company. Your Supervisor will advise you of the amount of the payment required, and the procedure to follow.

##### Vacation Allowance

73. Does time laid off count towards vacation entitlement?

No, unless you are an employee with 20 years or more of Cumulative Compensated Service. Then, if you have returned to work, you may count up to a maximum of 100 days of layoff toward the qualifying period for vacation in the following year.

Seasonal Employees

74. If I am a seasonal employee who is not recalled to work at the start of the **recognized** seasonal working period, when does my **waiting period begin**?

On the starting date of the recognized seasonal working period.

Benefits for Employees  
Represented by  
The Brotherhood of **Maintenance** of Way Employees (**BMW**)

Benefit Plan  
Weekly Indemnity Benefit  
Maternity Leave Supplement Benefit  
Basic Life Insurance  
Optional Life Insurance  
Basic Accidental Death and Dismemberment Insurance

Dental Plan

Extended Health and Vision Care

Effective **2001 - 2003**

Canadian National Railway Company

**Benefit** Plan For Employees  
Represented by  
The Brotherhood of Maintenance of Way Employees (**BMWE**)

Weekly indemnity Benefit

Maternity Leave Supplement Benefit

Basic life insurance

Optional Life Insurance

Basic Accidental Death and Dismemberment Insurance

## FOREWORD

This booklet explains the benefits available to you under the Benefit Plan for Employees Represented by the Brotherhood of Maintenance of Way Employees (BMWWE) in Canada, put in place as the result of negotiations between Canadian National Railway Company and your Union.

The Plan provides for:

- . weekly indemnity benefits in the event you become wholly and continuously disabled
- . weekly indemnity benefits to supplement your Employment Insurance Sickness Benefits, your Employment Insurance Maternity Benefits
- . basic life insurance (including a provision for accidental death)
- . optional life insurance
- . basic accidental death & dismemberment insurance

The cost of the Plan is currently paid by the Company (except for Optional Life Insurance). Weekly indemnity, basic and optional life insurance benefits are administered by Sun Life of Canada. Basic Accidental Death and Dismemberment Insurance is administered by American Home Assurance Company.

What follows is a summary of the main features of the Plan. While every effort has been made to ensure that this booklet is accurate, the official insurance contracts or collective agreements are the governing documents. This Plan is also intended to comply with all federal and provincial laws. In the event of any conflict, the terms of any applicable laws will govern.

Please read this booklet carefully and keep it for reference.

Please address any enquiry for further information about this Benefit Plan to the DMC - Employee Services (1-800-363-6060).

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## ELIGIBILITY

You are eligible to participate in the **Benefit** Plan for Employees Represented by a Bargaining Agent In Canada (Excluding Train and Engine Service Employees) if you render compensated service under one or more of the non-operating Collective Agreements specified in the Master Agreements or Memoranda of Agreement or if you are a member of a bargaining unit which has been admitted to coverage under the Plan.

As a new employee, you are covered on the first day of the month following your completion of sixty (60) days of employment relationship with Canadian National Railway Company. If you are not actively at work on that day for a reason other than that it is a general holiday or an assigned rest day, your coverage will become effective on the day you return to active full-time work. If you are absent on the scheduled effective date because it is a general holiday or an assigned rest day, your coverage will begin on that day.

Coverage continues from the first day of each month provided you rendered compensated service in the preceding month.

No enrolment is required.

## WEEKLY INDEMNITY BENEFIT

Weekly Indemnity is compensation you receive for loss of wages because of non-occupational accident, injury or illness for which you are wholly and continuously disabled and have been seen and are being treated by a licensed **medical** doctor.

Amount of Benefit

If you currently become disabled, the maximum Weekly Indemnity benefit payable is:

Amount of your weekly base pay	Amount of weekly indemnity
\$120.01 or more	70% of your weekly base pay up to a maximum of \$540 (*) or up to the Employment Insurance maximum weekly payment, whichever is greater.
\$120 or less	\$80 or 75% of weekly base pay, whichever is less.

(\*) Effective January 1, 2002, the amount of weekly indemnity will be 70% of your weekly base pay up to a maximum of \$550. This amount will increase to \$560 on January 1, 2003.

Weekly Indemnity Benefits are taxable income. For each day that you are entitled to these benefits, you will receive one-seventh of the weekly rate.

While you are in receipt of Weekly Indemnity benefits, you will also receive benefits for a general holiday or an assigned rest day provided you do not receive pay for that day.

Weekly Indemnity benefits are taxed on both the federal and provincial levels.

#### **Starting Date of Benefit payments**

An employee must be under treatment by a physician to be eligible for Weekly Indemnity payable from:

- the first day if your disability is caused by an accidental injury;
- the first day of sickness if you are hospitalized at any time for your disability. However, the benefit is payable from the fourth day if you have a recurrence of the same disability and you are not hospitalized for the second or subsequent period of disability;
- the first day of sickness if you have an operation on an outpatient basis and a regional (including epidural) or general anaesthetic is used. However, the benefit is payable from the fourth day if the outpatient operation involves a local anaesthetic (freezing);
- the fifteenth day for the second and subsequent program for rehabilitation for alcohol or drug abuse;
- the fourth day in other cases of sickness, including disability caused by a sprain, strain or hernia if seen by a physician and the physician confirms disability from the first day.

#### **Duration of Benefit Payments**

The maximum length of time you will receive Weekly Indemnity benefits is as follows:

- 26 weeks for any one period of disability due to the same or a related cause, if you are not eligible for Employment insurance Sickness Benefits:
- If you are eligible for Employment insurance Sickness Benefits:
  - (i) You will receive Weekly Indemnity benefits for up to 15 weeks.

if your first 15 weeks benefit period ends on any day other than a Saturday, you will receive Weekly Indemnity benefits until the next Saturday, following the end of the fifteenth week.

- (ii) If you are still disabled after 15 weeks, you must apply to Human Resources Development Canada for Employment Insurance Sickness Benefits for up to a maximum of 15 weeks.
- (iii) If you are still disabled, when your Employment Insurance Sickness Benefits terminate, you may apply again for Weekly Indemnity benefits for up to a maximum of 11 weeks.

See the Section "HOW TO MAKE A CLAIM".

#### Termination of Coverage

Your eligibility for Weekly indemnity coverage ends:

- on the date you terminate your service with CN. Your service is considered terminated on the day you stop active work for CN. However, there are situations when your eligibility for Weekly Indemnity benefits is maintained. These circumstances are outlined in the next Section entitled "CONTINUATION OF COVERAGE";
- on the date you cease to be eligible for this benefit for any other reason; or
- the date on which the Weekly Indemnity Plan is terminated.

#### Continuation of Coverage

if you become wholly and continuously disabled in the following situations and you are unable to return to work on the scheduled date because of your disability, your Weekly Indemnity coverage will begin on the scheduled day of return to work had you not been disabled. In case of injury or sickness requiring hospitalization, benefits will begin the first day you would have returned to work, and in other cases of sickness, on the fourth day.

The situations referred to above are as follows:

- While you are on vacation with pay; however, you have the right to temporarily terminate your vacation and apply for Weekly Indemnity benefits, immediately;

- While you are on approved leave of absence and undergoing treatment and rehabilitation at the expense of a Workers' Compensation authority;

Eligibility ceases when it becomes evident, based on information from the Workers' Compensation authority, that you are permanently unable to perform the work you performed prior to your absence, and CN has no other work to offer you;

- For up to 17 weeks while you are on a CN approved maternity leave;
- For up to 35 weeks while you are on a CN approved parental leave;
- While you are on bereavement leave, or CN compensated jury duty leave;
- While, as a union officer you are on temporary leave of absence to perform union duties, provided you have compensated service in the current month or previous month; or
- If you are laid off or granted a leave of absence, and in the same calendar month you are recalled to work, or, you are entitled to and bid and replace another employee or fill a vacancy, or you are due to return to work from leave of absence on the day agreed to in advance.

Your status as an eligible employee continues while you are entitled to Weekly indemnity benefits under this Plan or to Employment Insurance Sickness Benefits.

You may not continue Weekly indemnity coverage on an individual basis when your eligibility for coverage ceases.

If you are laid off after becoming disabled, Weekly Indemnity benefits will continue to be paid for up to 15 weeks from the date your disability began.

If you become disabled prior to a strike or a lock-out, Weekly Indemnity benefits will continue to be paid while you remain disabled for up to 15 weeks from the date your disability began.

### Limitations

Weekly Indemnity benefits are not payable:

- for any period of disability during which you are not wholly and continuously disabled and/or you have not seen and received treatment from a licensed medical doctor:

- for any period during which benefits are payable to you under Workers' Compensation legislation, unless such compensation is payable with respect to a previously incurred partial disability which permits continuation of your employment;
- for that portion of any period of disability during which you are in receipt of a retirement pension under the CN Pension Plan or general holiday pay or vacation pay;
  - ⇒ However, if you are injured or become ill during your annual vacation, you have the right to temporarily terminate your vacation and to apply for Weekly Indemnity benefits.
- if you become disabled while on strike or during a lock-out;
- for any period during which you are engaged in any occupation for wage or profit;
- in respect of disability directly or indirectly due to or resulting from any of the following:
  - ⇒ intentionally self-inflicted injury while sane or insane;
  - ⇒ war, insurrection, hostile action of the armed forces of any country, or participation in any riot or civil commotion;
  - ⇒ bodily injury sustained while performing any act or occupation for wage or profit other than on behalf of the Railway;
  - ⇒ any cause for which indemnity or compensation is payable under Workers' Compensation legislation.
- during any period for which you are eligible for Employment Insurance Maternity Benefits.
- for any period solely due to the abuse of alcohol and/or drugs unless you meet all the requirements listed in the Section of this booklet entitled *Benefits - Program Of Rehabilitation For Alcohol Or Drug Abuse*.

#### How to Make a Claim

##### A. WEEKLY INDEMNITY-FIRST 15 WEEKS OF DISABILITY

It is very important that you file a claim for Weekly Indemnity as soon as you are entitled to the benefit. Do not delay. The claim must reach Sun Life within thirty (30) days from the beginning of your

disability, unless it can be shown that it was not reasonably possible to do so.

Please contact your DMC – Employee Services to initiate the Weekly Indemnity claim process. Your doctor must complete the *Attending Physician's Statement*. As Indicated, please return forms to the DMC or the insurance company. Cheques from Sun Life will be mailed to you or benefits will be direct deposited.

Any charge to complete the "Attending Physician's Statement" is the employee's responsibility.

The insurance company has the right to request you to be examined by their own doctor, in which case they will pay fees for examination.

The above procedure can be modified to maintain confidentiality. For more **details**, contact your **DMC – Employee Services**.

#### **B. EMPLOYMENT INSURANCE SICKNESS BENEFITS SECOND 15 WEEKS OF DISABILITY**

If your disability is expected to continue you must apply to Human Resources Development Canada no later than the **14th** week of your **disability** for Employment Insurance Sickness Benefits. Be sure to obtain the necessary forms (record of employment) from your DMC – Employee Services in time to file your claim no later than the 14th week.

As you receive your cheques from Human Resources Development Canada, detach the cheque stub and send it to the DMC – Employee Services. If you are eligible to have your Employment Insurance Sickness Benefits supplemented, the DMC will process the claim to Sun Life.

If you did not keep your cheque stubs you will have to ask Human Resources Development Canada to give you a letter showing the amount of Sickness Benefits you received each week.

If during a week you would normally receive Employment Insurance Sickness Benefits but you do not receive a benefit or you receive a reduced benefit because you have earnings during that week, you may not file a claim for Weekly Indemnity benefits for that week.

#### **C. WEEKLY INDEMNITY-NEXT 11 WEEKS OF DISABILITY**

Two weeks before your Employment Insurance Sickness Benefits terminate, contact the DMC – Employee Services to initiate the claim process for Supplementary Weekly Indemnity benefits.

Your doctor must complete the *Attending Physician's Statement*.

As indicated, please return forms to the DMC – Employee Services or the insurance company.

Cheques will be mailed to you directly from Sun Life of Canada or benefits will be direct deposited.

If you receive a cheque which covers a period for which you are not entitled to a Weekly Indemnity benefit, return it immediately to the DMC – Employee Services.

Any charge to complete the Attending Physician's *Statement* is the employee's responsibility.

Sun Life, as Plan Administrator, has the right to request you to be examined by its own doctor and at its own expense.

#### Second or Subsequent Periods of Disability

If, after being disabled for a reason other than alcohol or drug abuse, you return to work and become disabled again, the following will apply to the second period of disability:

It will be considered a continuation of the previous claim; however:

- If the second disability is totally unrelated to the first disability, it will be considered a new claim.
- If you have been back at work, full-time, for two (2) consecutive weeks following total recovery from the first disability, the second will be considered as a new claim.
- If you have been back at work, full-time, for at least four (4) consecutive weeks, and you become disabled again from the same illness or injury, your second claim will be considered a new disability period.

When counting two weeks (14 days) or 4 weeks (28 days), assigned rest days and statutory holidays are included. Vacation days are not included.

#### Benefits - Program of Rehabilitation for Alcohol and Drug Abuse

While taking part in a program of rehabilitation, you may be eligible for Weekly Indemnity benefits up to a maximum of 15 weeks, provided,

- You seek adequate treatment; and

- You are declared by your doctor or CN's Chief Medical Officer (or delegate) to be unable to perform your duties because of alcohol and/or drug abuse; and
- You are recommended by your employer's medical officer for a program of rehabilitation: and
- You are satisfactorily participating in a program of rehabilitation deemed appropriate by the Company.

If you return to work and again participate in a rehabilitation program, you will be eligible for Weekly indemnity benefits up to a maximum of 15 weeks, provided:

- You have fulfilled the requirements listed above; and
- You have been at work, full-time, for ninety (90) consecutive days since the termination of the last period of disability.

However, for the second or subsequent claim, the waiting period before Weekly Indemnity becomes payable is fourteen (14) days.

#### Calculation of Weekly Base Pay

- If you are hourly rated, your base pay will be your hourly rate multiplied by the number of regularly scheduled hours per week.
- If you are daily rated, your base pay will be your daily rate multiplied by the number of regularly scheduled days per week.
- If you are monthly rated, your base pay will be your monthly rate divided by 4-1/3.
- If you are paid on a mileage **basis**, your base pay will be calculated on the weekly average of the miles paid for within the six pay periods immediately preceding the date of your disability.
- If you are a spare board, relief, casual or similar type of employee, your base pay will be calculated using your average weekly earnings during the six (6) consecutive complete pay periods (12 weeks) in which you received earnings immediately preceding the beginning of your disability.
- However, if while still disabled and receiving Weekly Indemnity based on this average, you become entitled to a regular assignment, you will be eligible for Weekly Indemnity benefits based on the regular formula appropriate to your new assignment, from the date of your application for such assignment. Contact the DMC – Employee Services for the



procedure to be followed to apply for increased Weekly Indemnity benefits.

#### MATERNITY LEAVE SUPPLEMENT

The Maternity Leave Supplement is an amount paid for up to seventeen weeks while you are on a Company approved leave of absence for maternity.

If you satisfy the eligibility requirements to participate in this Benefit Plan as described at the beginning of this booklet and you receive Employment Insurance Maternity Benefits, you are eligible to claim for the Maternity Leave Supplement.

Your Employment Insurance Maternity Benefits will be supplemented by this Plan so that you will receive 70% of your base pay, up to a maximum weekly benefit of \$540 (\*) for up to 15 weeks,

(\*) Effective January 1, 2002, the amount of weekly indemnity will be 70% of your weekly base pay up to a maximum of \$550. This amount will increase to \$560 on January 1, 2003.

To file a claim, send to the DMC - Employee Services the cheque stubs from your Employment Insurance cheques, as you receive them. Your claim will be processed to Sun Life and cheques will be mailed directly to you or benefits will be direct deposited.

When you return to work with CN, you may apply to the DMC - Employee Services for a maternity leave benefit for those days during the two-week waiting period for the Employment Insurance Maternity Benefits for which you did not receive earnings. The maximum amounts referred to above also apply to this benefit.

To determine your weekly base pay refer to the previous section of this booklet entitled *Calculation of Weekly Base Pay*.

#### LIFE INSURANCE

##### BASIC LIFE INSURANCE

Basic Life Insurance is payable in a lump sum if, while insured, you die from any cause. If you are actively at work, the amount for which you are insured is \$50,000, provided you remain continuously covered.

##### Beneficiary Nomination

It is in your best interest to designate a beneficiary. In the absence of a beneficiary, the life insurance proceeds will be paid to your Estate.

In the absence of a will, life insurance benefits will be distributed to your survivors in accordance with provincial laws, which may not reflect your intentions or wishes. In such cases, there are often disbursement handling fees, as well as a delay to the estate settlement process.

Beneficiary nomination cards are available through the DMC – Employee Services.

Payment shall constitute a complete discharge of Sun Life's responsibility to the extent of the amount of the payment.

#### Termination of Coverage

Your basic life insurance will terminate at the end of the month in which you terminate your service with CN. Your service is considered terminated on the day you stop active work with CN. However, there are situations under which you may maintain life insurance coverage. These situations are outlined in the section entitled *Life Insurance, Continuation of Coverage*.

#### Conversion

If you leave the service of CN or retire you may convert your basic life insurance to an individual policy. To do so, you must apply to Sun Life within 31 days of the date your basic life insurance terminates. Contact the DMC – Employee Services for assistance. When writing to Sun Life be sure to quote your name, address, PIN (employee no.) and Policy no. 50235.

In the event you die during this 31-day conversion period, the amount you were eligible to convert will be paid as a death claim.

#### Continuation of Coverage

##### Disability

If you become disabled, your basic life insurance will be maintained at no cost to you for a maximum of six (6) months from the end of the month in which you ceased active work due to your disability, provided you are receiving Weekly Indemnity benefits or Employment Insurance Sickness Benefits.

You may continue your basic life insurance for an additional **six (6)** months by paying your premium direct to Sun Life. Ask the DMC – Employee Services for the current year information circular entitled *Direct Payment of Premiums for Employees Off Payroll*.

If in the **ninth** full calendar month following your date last worked you are still disabled and off work, you must take action to maintain

your basic life insurance in force beyond the twelfth month of disability by doing the following (a) or (b):

- (a) If your disability began prior to your **60th** birthday you must apply to Sun Life to have a portion of your basic life insurance maintained in force on account of total disability without payment of premium. You have one year from your date last worked to make an application under the waiver of premium provision. If you do not, your basic life insurance will terminate. When you write to Sun Life be sure to quote your name, address, PIN (employee number) and Policy no. 50235. You will be required to provide Sun Life with proof of total disability for any occupation. Contact the DMC – Employee Services for assistance.

The full amount of your basic life insurance will be maintained in force for the first 12 months from the last day of the month in which you last worked, provided you have followed the instructions above and have maintained employee status.

The basic life insurance will reduce to \$6,000 (\$7,000 effective January 1, 2003) either after 12 months from the end of the month in which you last worked or on the first day of the month following your retirement date, whichever occurs first (provided you have applied under the waiver of premium provision and you have been making direct payment of premiums). The life insurance, under the waiver of premium provision, will terminate if you retire and you are eligible for post-retirement term life insurance.

You may apply to Sun Life to convert any amount of lost coverage (maximum is basic life less any remaining coverage) under your basic life insurance to an individual policy, provided you do so within 31 days from the effective date of the reduction of your insurance coverage. During this 31-day period, you are not required to take a medical examination.

- (b) If your disability began after your **60th** birthday and you have not yet retired, your insurance will terminate 31 days from the end of the 12th month following your date last worked (provided you have been making direct payment of premiums). Within this 31-day period you may apply to Sun Life to convert part or the entire amount of your basic life insurance to an individual policy. You are not required to take a medical examination. Contact the DMC – Employee Services for assistance. When writing to Sun Life, be sure to quote your name, address, PIN (employee number) and Policy no. 50235.

However, if you retire during the 12-month period following the onset of your disability, your basic life insurance will terminate 31 days following your retirement date. Within this 31-day period you may apply to Sun Life to convert any amount of lost coverage (maximum is basic life less post-retirement term life insurance) or, if ineligible for post-retirement term life insurance, the full amount of your basic life insurance to an individual policy. You are not required to take a medical examination. Contact the DMC – Employee Services for assistance.

#### Workers' Compensation

In cases of leave of absence due to disability covered by Workers' Compensation, your life insurance coverage will be maintained at no cost to you for the entire period during which you are undergoing treatment and rehabilitation at the expense of a Workers' Compensation authority. When you cease treatment and rehabilitation (or if you are advised that your rehabilitation will not enable you to return to your former duties and no other position is available), you should immediately contact the DMC – Employee Services for the current year Information circular entitled Direct Payment of *Premiums for Employees Off Payroll*.

If you are receiving Weekly Indemnity benefits or Employment Insurance Sickness benefits, your basic life coverage will remain in force up to 6 months from the end of the month in which you ceased treatment and rehabilitation. If you are not receiving benefits, you have 31 days from the end of the month in which you ceased treatment and rehabilitation to write to Sun Life should you wish to convert part or the entire amount of your basic life insurance to an individual policy. If your disability began prior to your 60th birthday, you should also apply to have a portion of your basic life insurance maintained in force on account of total disability without payment of premiums.

If in the 9th full calendar month following the end of the month in which you ceased treatment and rehabilitation you are still disabled and off work and making direct payment of premiums, you must take action and write to Sun Life should you wish to convert part or the entire amount of your basic life insurance to an individual policy. If your disability began prior to your 60th birthday, you should also apply to have a portion of your group life insurance maintained in force on account of total disability without payment of premiums beyond the 12-month period.

Your coverage terminates on the earliest of the following dates:

- . the date it becomes evident, based on information from the Workers' Compensation authority, that you are permanently unable to perform the work you performed prior to your absence, and the Company has no other work to offer you and you are not entitled to receive weekly Indemnity benefits;
- your retirement date; or
- the date you leave the service of CN.

#### Maternity Leave

In cases of leave of absence for maternity, your coverage will be continued at no cost to you as long as you are receiving Employment Insurance Maternity Benefits, for up to a maximum of 15 weeks. When you cease receiving Employment Insurance Maternity Benefits, you may continue your basic life insurance for up to a maximum of 12 months from the end of the month in which you last worked by paying the required premium to Sun Life. Contact the DMC – Employee Services for the current year information circular entitled *Direct Payment of Premiums for Employees Off Payroll*.

#### Layoff or Leave of Absence

In cases of layoff and leave of absence other than those mentioned above, basic life insurance coverage can be maintained by direct payment of premiums to Sun Life for up to 12 months from the end of the month in which you last worked. Contact the DMC – Employee Services for a copy of the current year information circular entitled *Direct Payment of Premiums for Employees Off Payroll*.

You may, after maintaining your coverage for 12 months by paying the premium direct, apply to Sun Life to have your life insurance converted to an individual policy if you have five (5) or more years of **service**. You have 31 days from the date your coverage terminates to write to Sun Life.

#### Reinstatement of Life Insurance

If your basic life insurance terminates while you are on layoff or leave of absence, it will be reinstated on the first day of the month following the month in which you return to active full-time work if not maintained by direct payment of premiums.

#### How to Make a Claim

Your beneficiary or executor should contact the DMC – Employee Services to obtain a claim form. Once completed, the form should be returned to the DMC – Employee Services for processing.

#### ACCIDENTAL **DEATH** LIFE INSURANCE PROVISION

Accidental Death Life Insurance is in addition to your basic life insurance and is payable in a lump sum if you, while insured, die from accidental drowning or sustain accidental body injury which results directly and independently of all other causes in loss of life within 365 days after the date of the injury.

If you are actively at work, the amount for which you are insured is \$50,000, provided your insurance has been maintained in force. The Accidental Death Life Insurance is payable to the same beneficiary as your basic life insurance.

#### Continuation of Coverage

##### Disability

If your basic life insurance is continued in force, then Accidental Death Life Insurance is also continued in force, but not beyond twelve (12) months from your date last worked.

##### Maternity Leave

If your basic life insurance is continued in force, then Accidental Death Life Insurance is also continued in force, but not beyond twelve (12) months from your date last worked.

##### Layoff or Leave of Absence

In cases of layoff or leave of absence other than those mentioned above, Accidental Death Life Insurance is continued in force if you maintain your basic life insurance in force by paying your premiums direct to Sun Life.

When your basic life insurance terminates, if you convert your basic life insurance to an individual policy, you automatically convert your Accidental Death Life Insurance.

#### Termination of Coverage

Your Accidental Death Life Insurance provision terminates on the earliest of the following dates:

- The date you cease to be totally disabled:

- The end of the month in which you attain 65 years of age;
- The date your accidental death benefit ceases because of age or retirement;
- The date your life insurance terminates; or
- If you are disabled, the end of the month in which your disability began plus twelve (12) months, provided you have been making direct payments of premium to Sun Life.

#### Exclusions

Accidental Death Life Insurance is not paid for loss of life resulting wholly or partly, directly or indirectly from any of the following:

- intentionally self-inflicted injuries or attempted suicide, while sane or insane;
- drug overdose;
- carbon monoxide inhalation;
- flying in, descending from or being exposed to any hazardous incident with any kind of aircraft; if you:
  - (a) were receiving aeronautical instruction;
  - (b) had any duties to perform in connection with the aircraft;
  - (c) were being flown for a parachute descent;
  - (d) were a member of any armed forces and the aircraft was under the control or charter of such forces;
- the hostile action of any armed forces.

#### How to Make a Claim

Your beneficiary or executor should contact the DMC – Employee Services, to obtain a claim form. Only one claim form is required to make a claim for both the basic life insurance and the accidental death life insurance provision. Once the claimant has completed the form, it should be returned to the DMC – Employee Services for processing.

## DIRECT PAYMENT OF PREMIUMS

If you are laid off or if you take a leave of absence during which the Company does not maintain your life insurance in force without payment of premium, you may keep your coverage in force by paying your premiums direct to Sun Life for up to 12 months from the end of the month in which you last worked.

If you are an employee of CN, you should obtain from the DMC – Employee Services a copy of the current year Information circular entitled *Non-Operating Unionized Employees - Direct Payment Of Premiums for Employees Off Payroll* and carefully follow the instructions.

## OPTIONAL LIFE AND BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**Optional** Life Insurance - Policy No. **G50950** with Sun Life of Canada

- The program allows you to purchase units of \$25,000 of term life insurance up to a maximum of \$100,000;
- Payments are made through monthly payroll deductions;
- Medical evidence of insurability will be required for initial purchases or for future increases in coverage.

Basic **Accidental** Death and Dismemberment Insurance (AD&D) - Policy No. BSC **902-45-89** with American Home

You are covered for \$100,000 of Basic Company-paid Accidental Death and Dismemberment Insurance coverage. If you die, or are seriously injured while at work, the Accidental Death and Dismemberment (AD&D) Insurance will provide a percentage of the principal sum.

For more information

For more information, please refer to the *Group Optional Life and Basic Accidental Death and Dismemberment Insurance Guide (Employees Represented by a Bargaining Agent/Excluding Train & Engine Service)* available through the DMC – Employee Services. The Company reserves the right to amend or terminate any of the plans described in this *guide*.



SIGNATORY RAILWAY AND SIGNATORY UNION

**Signatory Railway**

Canadian National Railway Company

**Signatory Union**

Brotherhood of Maintenance of Way Employee (BMWE)

CANADIAN NATIONAL RAILWAY COMPANY

DENTAL PLAN

FOR

EMPLOYEES REPRESENTED BY  
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
**(BMW)**

Effective 2001 - 2003

## FOREWORD

This booklet explains the Dental Plan for railway employees represented by the Brotherhood of Maintenance of Way Employees (**BMWE**) in Canada and their dependents, put in place as the result of negotiations between Canadian National Railway Company and the labour unions. You are encouraged to make full use of the Plan in a program of regular dental care for you and your family.

The cost of the Dental Plan is currently paid by the Company and provides a wide range of basic and major restorative services. It is administered by the Great-West Life Assurance Company.

What follows is a summary of the main features of the Plan. While every effort has been made to ensure that this booklet is accurate, the Plan Contract No. **51080** is the governing document. The program is also intended to comply with all federal and provincial laws. In the event of any conflict, the terms of the applicable laws will govern.

Please read this booklet carefully and keep it as a reference. If any further information is required, contact the DMC - Employee Services (1-800-363-6060).

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## ELIGIBILITY

You and your eligible dependents are covered on the first day of the month following your completion of 12 months of compensated service.

Employees who have compensated service for a regular or partial eight-hour shift for 252 days will be considered to have completed 12 months of compensated service.

For running trades employees and non-operating employees covered by spare board provisions, days worked and/or available for service will be counted as days of compensated service.

Once you have established your eligibility under the Plan, you remain covered during each month in which you have compensated service until coverage terminates as explained on page 9.

Once you are eligible, enrolment in the Plan is automatic.

### Eligible Dependents

The following members of your family are considered eligible dependents:

- your spouse (if you and your spouse are separated, your spouse must be financially supported by you in order to be considered eligible);
- your unemployed, unmarried children (including your spouse's children and, as of September 1, 2001, this includes children from a previous marriage if the Plan member divorces and remarries), dependent on you for financial support, and who are:
  - under age 21 and living with you or your eligible spouse (or shared custody);
  - under age 25 (under age 26 if a resident of Quebec), if registered as full-time college or university students;
  - A child who becomes handicapped before age 21, continues to qualify as long as the child:
    - is incapable of self-support because of a physical or mental disability,
    - depends on you for financial support and maintenance, and
    - remains unmarried.

NOTE 1: "Spouse" means

- (i) the person who is legally married to the employee and who is residing with or supported by the employee, or
- (ii) if there is no legally married spouse that is eligible, the person with whom the employee has been cohabiting for at least one year (sooner if a child is born of their union) and both are free to marry; or
- (iii) the person with whom the employee has been cohabiting for at least three years (sooner if a child is born of their union) if one or the other is, by law, prohibited from marrying by reason of a previous marriage.

NOTE 2: A person covered under the Plan as an employee cannot be an eligible dependent.

#### PLAN PROVISIONS

The Plan provides you and your family with financial assistance for charges for necessary dental care expenses not covered by your provincial government health plans. It provides reimbursement for charges of dentists, physicians or other qualified personnel under the direct supervision of the dental or medical profession, for example, dental assistants and dental hygienists. Also covered are charges for services provided by specialists, dental mechanics, denturologists, denturists, and denture therapists, who are permitted by law to deal directly with the public. If no fee guide is issued, the customary fees used by the insurer will be applied.

#### Deductible

After an annual deductible of \$35 per family has been paid, the Plan reimburses eligible dental expenses.

The deductible is the amount of eligible expenses you pay each year before the Plan begins to reimburse you.

#### Covered Percentage

The Plan reimburses 100% of eligible expenses for basic dental services and 50% of the expenses you incur for major restorative and prosthodontic services.

## Maximum

The yearly maximum that can be reimbursed is \$1,225 per person for basic dental care services and major restorative services, combined. If your coverage becomes effective July 1 or later, the combined maximum per person is \$612.50 for the remaining months of that year. Effective January 1, 2003, the yearly maximum is \$1,325.

As of January 1, 2001, the 2001 provincial fee guide is used to determine the amount which is reimbursed to you. Effective January 1, 2002 and January 1, 2003, the applicable provincial fee guides will be used. If no fee guide is issued, the customary fees used by the insurer will be applicable.

If you or your eligible dependents receive treatment outside Canada, reimbursement will be determined based on the 2001 fee guide applicable in your province of residence.

## COVERED EXPENSES

Covered expenses are subject to the yearly deductible and the maximums. If more than one professionally adequate procedure is possible, the least expensive one will be considered the covered expense.

### Basic Dental Care Services (Reimbursed at 100%)

- Oral examinations, cleaning and scaling of teeth, fluoride treatments and bite-wing x-rays: TWICE IN ANY CALENDAR YEAR BUT NO MORE THAN ONCE IN ANY FIVE-MONTH PERIOD;
- Full-mouth series of X-rays: ONCE EVERY 24 MONTHS;
- Extractions and alveolectomy (bone work) at time of tooth extraction;
- Dental surgery;
- General anaesthesia and diagnostic x-ray and laboratory procedures required for dental surgery;
- Amalgam, silicate, acrylic and composite fillings;
- Necessary treatment for relief of dental pain;

- Cost of medication when provided by injection in your dentist's office;
- Space maintainers for missing primary teeth and habit-breaking appliances;
- Consultations required by the attending dentist;
- Surgical removal of *tumors*, cysts, *neoplasms*;
- Incision and drainage of abscess;
- Endodontics, including root canal therapy;
- Periodontal treatment (gum and tissue treatment);
- Pit and fissure sealants.

Major Restorative Services  
(Reimbursed at 50%)

- Crowns and inlays;
- Provision for an initial prosthodontic appliance (fixed bridge restoration, removable partial or complete dentures);
- Replacement of an existing fixed bridge or removable partial or complete denture in the following circumstances:
  - (a) it is over five years old and cannot be repaired;
  - (b) it replaces a temporary appliance installed while you were covered by the Plan. In this case, the replacement is considered permanent;
  - (c) it is required because of the installation of an initial opposing denture while you were covered by the Plan;
  - (d) it is required as the result of an accidental dental injury that occurs while you are covered by the Plan;
  - (e) if necessitated by the extraction of additional teeth, while you are covered by the Plan. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
- Repairs to existing dentures, including relining, rebasing;
- Procedures involving the use of gold, only if the use of a reasonable substitute consistent with generally-accepted dental practice would not result in a lower cost. If a less expensive substitute could have been used, only the lower cost is covered.



## TREATMENT PLAN FOR EXPENSES IN EXCESS OF \$400

For you and your dentist to know in advance how much the Dental Plan will reimburse, you should file a treatment plan whenever the total cost of the proposed dental work is expected to exceed \$400.

The plan describes the proposed treatment and its cost. Usually, the dentist completes the standard claim form, indicating the services to be performed and includes X-rays and laboratory fees, if necessary, and sends it to Great-West Life, which determines the amount to be reimbursed under the Dental Plan. A list of their offices is shown on page 11.

## EXPENSES NOT COVERED

The Plan does not cover:

- Orthodontic treatment (braces and corrective devices);
- Cosmetic treatment, dietary planning, plaque control, oral hygiene instruction, congenital or developmental malformation;
- Cost of dentures which have been lost, mislaid or stolen;
- Charges for missed appointments or for completion of claim forms required by Great-West Life;
- Treatment received from a dental or medical department maintained by CN, a labour union, a mutual benefit association or similar type of group;
- Treatment that is free of charge or covered by a government or for which any government prohibits payment;
- Treatment required as a result of any intentionally self-inflicted injury, war, participating in a riot or insurrection;
- Services and supplies rendered for full-mouth or major reconstructions, vertical dimension correction or correction of a temporal mandibular joint dysfunction;
- Treatment not yet approved by the Canadian Dental Association or which is clearly experimental in nature;
- Treatment required as a result of an injury sustained while working for pay or profit other than for CN; or
- Injury of an eligible dependent working for pay or profit;

- . Any portion of dental expenses covered under Workers' Compensation or similar program.

#### COORDINATION OF BENEFITS

If you and your spouse are covered by different Dental Plans, the combined benefits from the two plans cannot exceed the expenses actually incurred. They are coordinated as follows:

- . Expenses incurred by your spouse are reimbursed first by your spouse's plan and then by the *CN Dental Plan for Employees Represented by a Bargaining Agent* in Canada, if a balance remains:
- . Expenses incurred for eligible children are first reimbursed by the plan of the parent whose birthday falls earliest in the year.

#### TERMINATION OF COVERAGE

Your coverage and coverage for your dependents under the Dental Plan terminates, as follows:

In case of

1. resignation or dismissal, on the date your employment relationship ends;
2. retirement, at the end of the month in which you retire under the pension plan rules;
3. leave of absence, on the last day worked (except as indicated in the section entitled "Continuation of Coverage");
4. layoff, strike, lock-out, death, on the last day worked.

Coverage for dependents ends on the date your coverage ends (except in case of death, at the end of the month in which you die) or on the date the dependent ceases to meet the eligibility criteria outlined on page 4.

If you are transferred out of a bargaining unit covered by this Plan into another position in the Company, where the Plan does not apply, your coverage terminates on the last day of the month in which you worked in the bargaining unit.

#### CONTINUATION OF COVERAGE

1. (a) In cases of leave of absence due to disability covered by Workers' Compensation, your coverage will be maintained at no cost to you for the entire period during which you are receiving Workers' Compensation benefits and undergoing treatment and rehabilitation at the expense of a Workers' Compensation authority, but not beyond the age of 65.  
  
(b) Coverage ceases when it becomes evident, based on information from the Workers' Compensation authority, that you are permanently unable to perform the work that you performed prior to your absence, and the Company has no other work to offer you.
2. In cases of leave of absence due to disability, illness or injury not covered by Workers' Compensation, coverage will be maintained at no cost to you for a maximum of **12** weeks from the end of the month in which the leave of absence begins, provided that you are in receipt of weekly indemnity benefits or employment insurance sickness benefits.
3. In cases of maternity leave, your coverage will be continued at no cost to you up to the end of the month in which such leave ceases.
4. In cases of parental leave, your coverage will be continued at no cost to you up to the end of the month in which such leave ceases.
5. During the closure of the Main Shops for annual vacation, eligible employees who are laid off involuntarily will have emergency dental treatment covered by the Plan.

In cases of layoff, strike, lock-out and retirement (and for dependents, in the event of death), expenses for crowns, bridgework or dentures for which an impression was taken and the tooth or teeth prepared before your coverage terminates, and which are installed within 30 calendar days after the termination of your coverage, are considered eligible expenses.

#### REINSTATEMENT OF COVERAGE

You are automatically covered from the date you return to active work if your coverage has been terminated while you were laid off or on leave of absence, on strike, lock-out or dismissed but reinstated.

## HOW TO MAKE A CLAIM

When you wish to file a dental claim:

1. Obtain a dental form from the DMC ~ Employee Services. You can also use the dentist's standard claim form: however, be sure that you attach a completed Part 2 of the CN claim form:
2. Complete Part 2 of the claim form and ask your dentist to complete Part 1;
3. Send the signed, fully completed form to the Great-West Life office serving the province in which you reside. The addresses are listed on page 11.

You must submit your claim WITHIN SIXTY (60) DAYS after you have incurred eligible expenses, or as soon thereafter as is reasonably possible.

Great-West Life will send the claim payment either to you or to your dentist, depending upon the arrangements you make with your dentist (see Part 1 of the claim form).

A separate claim form is required for each patient and you may claim as often as you have dental expenses covered by the Plan. You should complete and send in a claim form even if your first expense is less than the deductible of \$35.

When enquiring about a dental claim at Great-West Life always quote your Plan no. 51080, as well as your PIN (employee no).

### GREAT-WEST LIFE BENEFIT OFFICES

Quebec	The Great-West Life Assurance Company Montreal Benefit Payment Office P.O. Box 400, 40 Dolbeau Place Bonaventure Montreal, QC H5A 1B9 Toll-Free: 1-800-663-2817 Montreal Area: 878-1288
All Other Provinces	The Great-West Life Assurance Company Health and Dental Claims Centre P.O. Box 3050 Winnipeg, MB R3C 4E5 Toll Free: 1-800-957-9777

## DISPUTE OF CLAIMS

You are responsible to complete the claim forms and to supply proof of expenses incurred as deemed necessary and appropriate by Great-West Life.

If you are denied all or any part of a claim, you will receive a notice, in writing, giving the specific reasons for such denial and a description of any additional material necessary in support of the claim.

You have sixty (60) calendar days from the day of denial in which to take action.

If the denial is on the basis of technique or treatment, work with your dentist to provide information and documentation and submit it to the appropriate Great-West Life Benefit Payment Office for review.

If the denial is on the basis of eligibility, please contact the DMC – Employee Services. If they cannot resolve the issue within sixty (60) days, you may request that it be submitted to the Benefits Administrative Committee for review by the Company and union officers concerned.

## SIGNATORY RAILWAY AND SIGNATORY UNION

Signatory Railway:

Canadian National Railway Company

Signatory Union:

Brotherhood of Maintenance of Way Employees (BMWEE)

CANADIAN **NATIONAL** RAILWAY COMPANY

**EXTENDED HEALTH CARE PLAN**

FOR

EMPLOYEES, REPRESENTED BY  
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
(**BMWE**)

**Effective 2001 - 2003**

## FOREWORD

This booklet explains the Extended Health Care Plan for railway employees represented by the Brotherhood of Maintenance of Way Employees (**BMWE**) in Canada and their dependents, put in place as the result of negotiations between Canadian National Railway Company and your labour union.

The cost of the Extended Health Care Plan is currently paid by the Company and provides a wide range of medical benefits. It is administered by Sun Life Assurance Company of Canada.

What follows is a summary of the main features of the Plan. While every effort has been made to ensure that this booklet is accurate, the Plan Contract No. **25035** is the governing document. The program is also intended to comply with all federal and provincial laws. In the event of any conflict, the terms of any applicable laws will govern.

Please read this booklet carefully and keep it as a reference. If any other information is required, contact the DMC – Employee Services (1-800-363-6060).

**NOTE:** The Extended Health Care Plan for employees represented by a bargaining agent in Canada conforms to minimum requirements under applicable legislation.

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## ELIGIBILITY

You and your eligible dependents are covered on the first day of the month following your completion of 12 months of compensated service.

Employees who have compensated service for a regular or partial eight-hour shift for 252 days will be considered to have completed 12 months of compensated service.

For running trades employees and non-operating employees covered by spare board provisions, days worked and/or available for service will be counted as days of compensated service.

Once you have established your eligibility under the Plan, you remain covered during each month in which you have compensated service until coverage terminates as explained on page 11.

Once you are eligible, enrolment in the Plan is automatic.

### Eligible Dependents

The following members of your family are considered eligible dependents:

- your spouse (if you and your spouse are separated, your spouse must be supported by you in order to be considered eligible);
- your unemployed, unmarried children (including your spouse's children and, as of September 1, 2001, this includes children from a previous marriage if the Plan member divorces and remarries), dependent on you for financial support, and who are:
  - under age 21 and living with you or your eligible spouse (or shared custody);
  - under age 25 (under age 26 if a resident of Quebec), if registered as full-time college or university students;
  - A child who becomes handicapped before age 21, continues to qualify as long as the child:
    - is incapable of self-support because of a physical or mental disability,
    - depends on you for financial support and maintenance, and
    - remains unmarried.

NOTE 1: "Spouse" means

- (i) The person who is legally married to the employee and who is residing with or supported by the employee; or
- (ii) if there is no legally married spouse that is eligible, the person, with whom the employee has been cohabiting for at least one year (sooner if a child is born of their union), and both are free to marry; or
- (iii) the person, with whom the employee has been cohabiting for at least three years (sooner if a child is born of their union) if one or the other is, by law, prohibited from marrying by reason of a previous marriage.

NOTE 2: Any person who is covered under this plan as an eligible employee may not be considered an eligible dependent.

#### PLAN PROVISIONS

The Plan provides you and your family with financial assistance for medically necessary health care expenses not covered by your provincial or territorial hospital and Medicare plans.

##### Deductible

After an annual deductible of \$25 per family has been paid, the Plan reimburses eligible hospital, medical and vision care expenses.

The deductible is the amount of eligible expenses you pay each year before the Plan begins to reimburse you.

The deductible does not apply to hospital expenses in your province of residence.

##### Covered Percentage

The Plan reimburses 100% of eligible hospital expenses in your province of residence and 80% of the eligible expenses you incur in excess of the annual deductible for major medical, prescription drugs and vision care, subject to applicable maximum eligible expenses or reimbursements.

For Quebec residents, the reimbursement level is increased to 100% once the out-of-pocket maximum (\$750 in 2001) for prescription drug expenses has been reached per adult, per year.

## Maximum

The current lifetime maximum that can be reimbursed to you or any of your eligible dependents is \$41,000 (increases to \$42,000 on January 1, 2002 and increases to \$43,000 on January 1, 2003). For drugs only, this provision is not applicable to Quebec residents.

## Hospital Expenses

In YOUR province of residence, the Plan provides reimbursement of:

- 100% of the charges for the average cost of a semi-private room that exceed the amount paid by the government plan. There is no limit on the duration of the hospital stay;
- Out-patient services in a hospital.

Outside YOUR province of residence, the Plan reimburses:

- 80% of the charges, in excess of the deductible, that exceed the amount covered by the provincial government plan, for the following services in case of emergency for up to 180 days per calendar year:
  - semi-private hospital room;
  - hospital out-patient services,

Outside Canada, for emergency medical treatment of illness or injury sustained while travelling outside of Canada, the Plan reimburses:

- 80% of the charges, in excess of the deductible, that exceed the amount covered by the provincial government plan, for the following services in case of an emergency for up to 180 days per calendar year:
  - semi-private hospital room;
  - other hospital services;
  - hospital out-patient services.

A hospital is defined as a legally-operated institution primarily engaged in providing medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis and that provides such facilities under the supervision of a staff of doctors with a 24-hour-a-day nursing service by registered nurses.

Under this definition, none of the following is considered a hospital:

- a home for the aged;

- . a rest home or nursing home;
- an institution providing psychiatric care;
- . an institution for the treatment of substance abuse.

#### Prescription Drugs

If you live in a province where the provincial government provides a prescription drug plan, benefits under the Railway Plan will be coordinated with the government plan.

#### Covered expenses:

- Drugs, serums and vaccines available only by prescription when prescribed by a physician or dentist for the treatment of an illness and dispensed by a licensed pharmacist;
- Diabetic supplies;
- Supplies for the treatment of parkinsonism and cystic fibrosis;
- Colostomy supplies.
- Oral contraceptives.
- Nicotine substitutes (Quebec only). As required under provincial legislation since October 1, 2000, employees living in Quebec who use nicotine replacement therapy (nicotine patch, gum, Zyban) prescribed by a doctor may submit a completed form with eligible receipts for reimbursement.

#### Expenses not covered:

Payment is not made for:

- Drugs that can be purchased without a prescription, such as: patent and proprietary medicines, cough and cold medicines, baby foods and formula, minerals, vitamins, health foods and collagen treatments:
  - . Nicotine substitutes; (excluding Quebec)
  - . Growth hormones;
  - . Any charge for the administration of serums, vaccines and injectable drugs;
- Anti-obesity treatments including drugs, proteins and dietary or food supplements, whether or not prescribed for medical reasons.

## Vision Care

### Covered expenses:

- Services of an ophthalmologist or a licensed optometrist, where not covered by Medicare, up to a maximum amount payable of \$25 per person in any two consecutive calendar years;
- Charges for contact lenses or eyeglasses (including frames, shatterproof lenses and sunglasses) and their replacement, provided there is a need for a change in their magnifying strength.

Supplies must be prescribed in writing by an ophthalmologist or a licensed optometrist and dispensed by such specialists or by a qualified optician.

One claim in any 12 month period for a person under age 18 or in any 24 month period for any other person up to a maximum reimbursement of \$150.

### Expenses not covered:

Payment is not made for any device worn for the purpose of eye protection only, and not for vision correction.

## Major Medical

### Covered expenses:

- Ambulance:  
Professional ambulance services not reimbursed by your government health plan for local transportation, including inter-hospital transfers to and from the nearest hospital able to provide essential care, when recommended by a physician as medically necessary. This includes, in case of emergency, air ambulance service or any other vehicle normally used for public transportation.
- Private Duty Nurse:  
Services of a private duty registered nurse or a registered nursing assistant, other than a close relative, in the patient's home, when medically required. Prior approval must be obtained from Sun Life.

- Laboratory Tests:  
Charges for laboratory tests done in a commercial laboratory for diagnosis of an illness, but excluding any tests performed in a pharmacy.
- Physiotherapist:  
Services of a licensed physiotherapist who is not a close relative and when prescribed in writing by a physician.
- Accidental Dental:  
Dental treatment required for the repair of damage to natural teeth resulting from an accidental blow to the mouth that occurs while the person is covered under the Plan. Treatment must be approved in advance by Sun Life and provided within six months of the accident.
- Durable Equipment:  
Rental or, if the Company so chooses, purchase of a wheelchair, hospital bed, iron lung or other similar equipment for therapeutic use. Prior approval must be obtained by Sun Life.
- Hearing Aids:  
Hearing aids, not covered by Workers' Compensation, when prescribed in writing by an otolaryngologist. The maximum amount payable is \$300 per person in any five consecutive calendar years.
- Orthopaedic Shoes:  
Orthopaedic shoes, when prescribed by a doctor, limited to one pair per person in each calendar year.
- Support Stockings:  
Elastic support stockings prescribed by a doctor, up to maximum eligible expenses of \$50 per person in each calendar year. You will be reimbursed up to 80% of this amount.
- Mammary Prostheses:  
Mammary prostheses required as a result of surgery when ordered or provided by a Doctor, up to maximum eligible expenses of \$200 per person in each calendar year. You will be reimbursed up to 80% of this amount.

- **Doctor's Fees:**  
Charges for the services of a doctor for emergency medical treatment while you are outside your province of residence.
- **Prosthetic Appliances:**  
Artificial limbs and eyes, including replacements when medically necessary.
- **Supplies:**  
Casts, splints, trusses, braces or crutches.
- **Transfusions:**  
Oxygen, plasma and blood transfusions and their administration.
- **X-Rays:**  
Diagnostic and X-ray services.
- **Convalescent Hospital:**  
Charges for convalescent hospital confinement in your province or territory of residence. Such confinement must be ordered by a physician, be preceded by at least five consecutive days of hospital confinement, commence within 14 days of that hospital confinement and be for rehabilitation and not primarily for custodial care. The maximum amount payable will be \$20 per day for each period of disability for a maximum of 120 days of confinement.  
  
A convalescent hospital is a legally operated institution which is entitled to a daily allowance under the hospital plan of the province where it is located.

#### EXPENSES NOT COVERED

Payment is not made for:

- The difference in cost between a semi-private and a private hospital room.
- Treatment by chiropractors, osteopaths, podiatrists, speech therapists, and psychologists.
- Orthopaedic mattresses, exercise equipment, air conditioning or air-purifying equipment, and whirlpools.

- Charges for experimental services and treatment, and those attributed to the application of new processes or treatment not yet in current use.
- Any expenses in excess of the reasonable and customary charges in the locality where the service is rendered.
- Injury you sustain while working for pay or profit other than with CN.
- Injury your eligible dependent sustain while he or she is working for pay or profit.
- Any portion of medical expenses covered under Workers' Compensation or similar program.
- Services to which you or your eligible dependents are entitled without charge, or for which there would be no charge if you were not covered by this EHC Plan.
- Services, or portions of services, provided under government sponsored programs.
- A service covered by a government sponsored program which is suspended.

#### COORDINATION OF BENEFITS

If you and your spouse are covered by more than one Extended Health Care Plan, the combined benefits from the two plans cannot exceed the expenses actually incurred. They are coordinated as follows:

- Expenses incurred by your spouse are reimbursed first by your spouse's plan and then by the CN Extended Health Care Plan for Employees Represented by a Bargaining Agent in Canada, if a balance remains.
- Expenses incurred for eligible children are first reimbursed by the plan of the parent whose birthday falls earliest in the year.

#### TERMINATION OF COVERAGE

Your coverage and coverage for your dependents under the Extended Health Care Plan terminates as follows:

In the case of:

- (1) resignation or dismissal, on the date the employment relationship ends;



- (2) retirement, at the end of the month in which you retire under the pension plan rules;
- (3) leave of absence, (except as indicated in the next section entitled "Continuation of Coverage"), layoff and death, at the end of the month in which the event occurs;
- (4) strike or lock-out, on the last day worked (for Quebec residents, plus 30 days for drugs only)

Coverage for dependents ends on the date the dependent ceases to meet the eligibility criteria outlined on page 4.

If you are transferred out of a bargaining unit covered by this Plan into another position in the Company, where the Plan does not apply, your coverage terminates on the last day of the month in which you work in the bargaining unit or the electronic staffing date, whichever is later.

#### **CONTINUATION OF COVERAGE**

- 1) (a) In cases of leave of absence due to disability covered by Workers' Compensation, your coverage will be maintained at no cost to you for the entire period during which you are receiving Workers' Compensation benefits and undergoing treatment and rehabilitation at the expense of a Workers' Compensation authority, but not beyond the end of the month in which you are age 65.  
  
(b) Coverage ceases on the last day of the month when it becomes evident, based on information from the Workers' Compensation authority, that you are permanently unable to perform the work you performed prior to your absence, and the Company has no other work to offer you.
- 2) In cases of leave of absence due to disability, illness or injury, not covered by Workers' Compensation, coverage will be maintained at no cost to you for a maximum of six months from the end of the month in which the disability occurs, provided you are receiving Weekly Indemnity Benefits or Employment Insurance Sickness Benefits, but not beyond the end of the month in which you are age 65.
- 3) In cases of a maternity leave, your coverage will be continued at no cost to you up to the end of the month, which such leave ceases.

- 4) In cases of a parental leave, your coverage will be continued at no cost to you up to the end of the month, which such leave ceases.
- 5) In any of the above cases, an employee who continues on leave of absence after eligibility terminates may maintain coverage by submitting the required payment direct to Sun Life. This option expires after a 12-month period following the end of the month in which leave of absence began,
- 6) In cases of layoff and leave of absence other than those mentioned above, coverage can be maintained through direct payment to Sun Life for up to 12 months from the end of the month in which the layoff or the leave of absence began.

NOTE: See page 15 for details on making direct payments.

#### REINSTATEMENT OF COVERAGE

You are automatically covered from the date you return to active work if your coverage has been terminated while you were on leave of absence, on strike, suspended or dismissed but reinstated.

If you are laid off and your coverage terminates, you will be covered automatically from the first day of the month in which you return to active work.

#### HOW TO MAKE A CLAIM

When you wish to file a claim:

A. For Hospital Benefits:

1. Tell the hospital admitting staff that the Sun Life Assurance Company administers your Plan under Contract number 25035. Also, tell them your employee number, that is, your PIN.
2. The hospital may send the claim directly to Sun Life or bill you directly.
3. If the hospital sends the claim directly to Sun Life, you will receive a statement showing the amounts charged and the amounts reimbursed by Sun Life. Please verify that the charges listed are for services actually rendered.

4. If the hospital is unable or unwilling to send the bill direct to Sun Life, you are to make a claim to Sun Life by following the procedures in "B", below.

B. For Major Medical Benefits and Prescription Drugs:

1. Obtain the claim form from the DMC – Employees Services.
2. Complete Part A on the claim form, attaching all applicable receipts.
3. Send the completed form to the Sun Life office serving the province or territory in which you live. Addresses are found on page 15 and on the claim form.

C. For Vision Care:

1. Obtain the claim form from the DMC – Employees Services.
2. See instructions on the form (Parts A, B, and C).
3. Send the completed form to the Sun Life office serving the province or territory in which you live.

NOTE:

CLAIMS FOR EXPENSES INCURRED UNDER THE EXTENDED HEALTH CARE PLAN MUST BE SUBMITTED TO SUN LIFE AND RECEIVED WITHIN 90 DAYS AFTER THE END OF THE CALENDAR YEAR IN WHICH THEY WERE INCURRED.

You should make a claim only after you have accumulated receipts for eligible expenses totalling in excess of any deductible amount for the year.

Reimbursement of expenses for prescription drugs, vision care and major medical benefits will be sent direct to you. Reimbursement of hospital expenses will be made direct to the hospital or to you, depending upon the arrangements you have made with the hospital.

Prompt Handling of your Claim

Did you answer every question on the claim form?

Did you, the employee, sign the claim form?

Did you attach all required receipts?

If you did, you will help Sun Life to review your claim quickly and to process any reimbursement due to you.

#### SUN LIFE CLAIMS OFFICES

Newfoundland	Sun Life of Canada
New Brunswick	Health Claims Office
Nova Scotia	P.O. Box 6076, Stn. CV
Prince Edward Island	Montreal, Quebec
Quebec	H3C 4S3
<b>Ontario</b>	Sun Life of Canada
	Health Claims Office
	Box 4023, Stn. A
	Toronto, Ontario
	M5W 2P7
Manitoba	Sun Life of Canada
Saskatchewan	Health Claims Office
Alberta	Sun Life Place
British Columbia	1300 - 10123 - 99 Street NW
Yukon	Edmonton, Alberta
North West Territories	T5J 3H1

#### DIRECT PAYMENT OF PREMIUMS

If you are laid off or if you take a leave of absence during which the Company does not maintain your coverage in force without payment of premium, you may keep your coverage in force by paying your premiums direct to Sun Life.

If you are an employee of CN you should obtain from the DMC – Employee Services a copy of the current year circular entitled *Direct Payment of Premiums for Employees Off Payroll* and carefully follow the Instructions.

#### DISPUTE OF CLAIMS

You are responsible for the completion of the claim forms and furnishing proof of expenses incurred as deemed necessary and appropriate by the Sun Life Assurance Company of Canada.

If you are denied all or any part of a claim, you will receive a notice, in writing, giving the specific reasons for such denial and a description of any additional material necessary in support of the claim.

You have sixty (60) calendar days from the day of denial in which to take action.

If the denial is on the basis of specific expenses, submit the necessary documentation to the appropriate Sun Life Health Claims office for review.

If denial is on the basis of eligibility, contact the DMC – Employee Services. If they cannot resolve the issue within the 60 days, you may request that it be submitted by the Company and union officers concerned to the Benefits Administrative Committee for review.

SIGNATORY RAILWAY AND SIGNATORY UNION

Signatory Railway:

Canadian National Railway Company

Signatory Union:

Brotherhood of Maintenance of Way Employees (BMWE)