

**AGREEMENT 10.1**

**between**

**THE CANADIAN NATIONAL RAILWAY COMPANY**

**And**

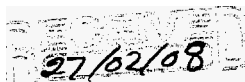
**THE UNITED STEELWORKERS Union, Local 2004**

**Governing**

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

**Effective January 1, 2004  
Revised and Reprinted 2005**

**(Version française disponible sur demande)**



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## **ARTICLE 1**

### **COVERAGE**

**1.1** Unless otherwise provided, this Agreement covers all Maintenance of Way employees that are members of the USW and 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.

**1.5** It is agreed by the Company and the Union that there will not be any discrimination or harassment towards an employee based on the employee's age, marital status, race, colour, national or ethnic origin, political or religious affiliation, sex, family status, pregnancy, disability, union membership, sexual orientation, or conviction for which a pardon has been granted.

## **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 Unit Chairperson and the USW President, Local 2004 or designated

representative 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 Unit Chairperson n and the USW President, Local 2004 or designated representative 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.

If required to work overtime for more than three hours, continuous with the completion of an employee's regular tour of duty, said employee will be allowed twenty minutes for a meal without **loss** of pay as soon as the nature of the service permits upon the completion of the second hour of overtime. Employees will be given as much advance notice as practicable that overtime will be required.

(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 "accommodation" 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 Union 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**

- a) Various work cycle arrangements may be established by mutual agreement between the proper officer of the Company and the Union. 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, if required.
- b) 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. It is also understood that every effort will be made to avoid overtime situations on the last day of the work cycle, unless in the presence of a unavoidable operational necessity outside the supervisory personnel's control or emergency situation.

**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 USW President, Local 2004 or designated representative 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 7.1b) of supplemental Agreements 10.8 and 10.9.

**7.2** Regular employees will be required to take training and attempt the qualifying tests in all classifications in which they hold seniority. In instances where employees request that he not be required to take training because of particular circumstances, their case will be reviewed by the USW President, Local 2004 or designated representative 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. USW President, Local 2004 or designated representative 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 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 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 Unit Chairperson and the appropriate Company Officer will meet in order to arrange for the employee to make up the lost overtime opportunity.

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

## **ARTICLE 9**

Employees assigned to  
Higher-Rated and Lower-Rated Positions

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

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

## **ARTICLE 10**

General Holidays

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

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

### **All Provinces**

New Year's Day  
The day after that on which New Year's Day is observed.  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

Nova Scotia and Prince Edward Island

Easter Monday  
Remembrance Day

New Brunswick

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

Quebec

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

Ontario, Manitoba, Saskatchewan, Alberta, and British Columbia

Civic Holiday (the first Monday in August)  
Remembrance Day

Newfoundland

Remembrance Day  
Discovery Day

(See Appendix IV)

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

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

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

- (a) must have been in the service of the Company and available for duty for at least 30 days. This sub-paragraph (a) does not apply to employees who are required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on one of their work days excluding vacation days.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Close-Down for Christmas and New Years Holidays**

**10.12** Where maintenance of way gangs, otherwise continuously employed are closed down for the Christmas and New Year's holidays to allow employees to return to their homes, and where employees so affected are, by mutual arrangement and as a consequence of such closedown, 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 closedown 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 notify their supervisor that they will not be traveling in passenger trains or public transportation from one work location to another shall be paid the same amount as employees traveling 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 traveling to and from the designated assembly point during assigned hours will be included in a day's pay.

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

while traveling 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 traveling prior to regular starting time shall be paid at time and one-half rate.

**11.12** The traveling 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 subdepartment 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative. 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative

### **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 USW President, Local2004 or designated representative

#### **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 USW President, Local 2004 or designated representative 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.
- d) Upon revision and establishment of the seniority list, the Company will provide to the Union an up-to-date electronic list of employees in that bargaining unit along with the employees' address and phone numbers.

**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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative. For employees engaged in specialized classes of work which justify other specified seniority territories these may be established by agreement between the USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative 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 USW 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 USW seniority list, provided the employees continue to directly reimburse the USW the appropriate union dues. Failure to pay union dues to the USW will result in forfeiture of the employee's standing on the USW seniority list and their names will be removed from all seniority lists.

In the event employees are recalled to USW 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 USW without loss of USW 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 USW President, Local 2004 or designated representative 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) & (9) 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 provided the temporary position is a higher classification to the permanent position held by that employee.

**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).

Note: The Company agrees to provide notice of recall under Article 17.17 to the Union.

**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 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 15.11)

**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 15.14):

**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 USW President, Local 2004 or designated representative
- (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 USW Officers will be considered accredited representative:

USW President, Local 2004  
USW Division Vice-presidents  
Unit Chairperson, 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 Unit chairperson 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 twentyeight days from the date of the cause of the grievance and a decision shall be rendered in writing within twentyeight days of receipt of the grievance.

### Step II

Within twentyeight days of receiving the decision under Step I, the USW Division Vice-president 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 twentyeight days from time of receipt of the appeal.

### Step III

Within sixty days of receiving the decision under Step II, the USW President, Local 2004 or designated representative 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 Union's contention and all relevant information to the dispute involved. The joint conference shall be arranged to take place within sixty days from the time such request is received and a decision shall be rendered in writing within sixty days of the joint conference.

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

**Note 2:** The term "authorized representative" as it appears in this Article makes reference to those USW 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative 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 Unit Chairperson 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 USW President, Local 2004 or designated representative 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 USW 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 USW President, Local 2004 or designated representative, 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 30 cents per kilometer.

(See Appendix XXII)

## 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, 2005 **\$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, 2005 **\$86.77**

“ Note : Employees compensated under Article 22.1(b) who decide to travel back to their place of residence daily instead of availing themselves of the benefits of the Article will be compensated in accordance with Article 21.11 up to the daily all inclusive allowance as provided in this Article 22.1 (b).

It is understood that employees availing themselves of the above must request to do so for the entire work cycle they are working.”

- 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 seventy (70) kilometres 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 seventy kilometres away from their headquarters or boarding car and provided the new work location is also more than seventy kilometres 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 seventy kilometres away from their place of residence.

For the purpose of this Article, the seventy (70) kilometres reference means 70 kilometres 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 seventy (70) kilometers in one direction by the most direct route (140 kilometers 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 fortyeight-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 year's service is defined as 250 days of cumulative compensated service.

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

**25.9** Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 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 re-scheduling 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 sixty 60 working days, as specified in Article 17.17 a).

**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 75cents per hour, and employees whose regularly assigned shifts commence between 2200 hours and **0459** hours shall receive a shift differential of 80 cents per hour.

**26.2** Effective January 1, 2007, employees whose regularly assigned shifts commence between 2200 and 0459 hours shall receive a shift differential of **one dollar (\$1.00) per hour.**

**26.3** Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, 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 USW President, Local 2004 or designated representative 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 step-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 while on annual vacation are bereaved, shall be entitled to suspend their vacation and revert to bereavement status in accordance with the above.

#### Definition of Eligible Spouse:

The person who is legally married to the Eligible Employee and who is residing with or supported by the Eligible Employee, provided that, if there is no legally married spouse that is eligible, it means the person

that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, so long as such person is residing with the Eligible Employee.

### **ARTICLE 31**

#### Life Insurance Upon Retirement

**31.1** An employee who retires from the service of the Company subsequent to January 1, 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 USW President, Local 2004 or designated representative 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 the USW President, Local 2004 or designated representative request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If a meeting is requested 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 Union 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 Union 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 Union 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 Company will deduct and forward dues to the USW in accordance with the provisions of 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 Union will furnish the Division Regional Engineer 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 Union 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, 2007 and thereafter, subject to four months' (120-day) advance notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to September 1 2007, unless otherwise specified herein..

Signed at Montreal, Quebec this 8<sup>th</sup>, day of December 2005

For the Canadian National  
Railway Company:

For the United Steelworkers,  
Local 2004 :

**(Sgd.) Kim Madigan**  
Vice-president  
Labour Relations  
North America

**(Sgd.) R.S. Dawson**  
President, **USW Local 2004**



## **APPENDICES**

APPENDIX I  
UNDERSTANDINGS

With the exception of the following understandings contained in Agreement 10.1, all previous understandings between the Company and the United Steelworkers Union 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 Union 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**  
System Federation General  
Chairman Eastern Lines  
Brotherhood of Maintenance  
of Way Employees

**(Sgd.) A.F. Currie**  
System Federation General  
Chairman Western Lines  
Brotherhood of Maintenance  
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, Terra Transport,  
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 twice per month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount of union dues determined by the USW , subject to the conditions and exceptions set forth hereunder.
2. The amount to be deducted shall be in accordance with the USW constitution by-laws and regulations 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 USW in accordance with its constitutional provisions.
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 USW or a legal lockout of the USW , 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 USW.

4. Membership 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. 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.

6. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
7. The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the USW, as may be mutually agreed by the Company and the Union, not later than forty days following the pay period in which the deductions are made.
8. The Company 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 Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the USW, the Company shall adjust the amount in a subsequent remittance. The Company'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 USW .
9. The question of what, if any, compensation shall be paid the Company by the USW 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.
10. 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 Company 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 USW or any of them counsel fees are incurred these shall be borne by the USW. Save as aforesaid the USW shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.



APPENDIX IX  
CANADIAN NATIONAL RAILWAYS  
CP RAIL

Montreal, Quebec  
April 28, 1978

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

Dear Mr. Peer:

The following letter will be sent to line management:

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

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

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

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

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

Yours truly,

FOR THE RAILWAYS SIGNATORY TO THE MASTER  
AGREEMENT:

**(Sgd.) S.T. Cooke**

Assistant Vice-president  
Labour Relations  
Canadian National Railways

**(Sgd.) R. Colosimo**

Assistant Vice-president  
Industrial Relations  
CP Rail

## APPENDIX X

### CANADIAN NATIONAL RAILWAY COMPANY (CN RAIL DIVISION)

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

1. The ~~two~~ System Rail Changeout Machines accompanied by the regional support gangs are expected to operate as follows.
  - Rail Changeout Gang No. 1 working with the R.C.O. machine will operate predominantly on the Eastern Regions, and
  - Rail Changeout Gang No. 2 working with the R.C.O. machine will operate predominantly on the Western Regions.

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

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

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

3. The hourly rates of pay for employees working in the classifications described in Clause 2 above who are governed by the conditions of this Memorandum of Agreement shall be 12% above the basic rates of pay provided in their respective Collective Agreement.
4. The positions listed in Clause 2 above shall be bulletined on a system basis to all five (5) Regions in accordance with the terms of the applicable Agreement except that they will include the following order of preference:
  - (a) Employees who were awarded a position identified in Clause 2 above in the previous operating season will be

given first preference for such positions in the next operating season.

- (b) Should there be no applicants for a position from employees who held such positions in the previous operating season, consideration will be given in the following order of preference:
  - (i) Applicants from the Eastern Regions will have preference on R.C.O. machine no. 1.
  - (ii) Applicants from the Western Regions will have preference on R.C.O. machine no. 2.

Where several positions in the same classification are required to be filled in accordance with Clauses (b) (i) or (b) (ii) above, they will be awarded to the senior qualified applicants, except that such awards will be equalized between the Regions to the extent possible.

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

**5.**

- (a) An employee who fails to bid on any position he held in the previous operating season shall forfeit such position unless prevented by illness or other cause for which a bona fide leave of absence has been granted.
- (b) The System Federation General Chairman and the System Engineer Production will mutually agree on the status of an employee who, for just cause, must leave his position during the operating season.

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

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

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

9. Successful applicants awarded positions bulletined in accordance with this Memorandum of Agreement may be required to commence work on their assigned position prior to the date on which the Program is bulletined to commence. In such cases, employees will be governed by the work week provisions of Agreement **10.1**. In addition, such employees will be compensated at the straight time rate of pay during regular working hours if not required to work on the day prior to the day on which the work cycle is scheduled to commence.
10. An employee occupying a bulletined position or filling a vacancy covered by this Memorandum of Agreement will be allowed transportation expenses (in line with the provisions of the current Weekend Travel Assistance letter issued by the Chief Engineer) to his place of residence once per work cycle provided that he is working on other than his "home" region. Such transportation expenses may include flying by schedule airline where necessary. Consideration will be given to special cases.

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

11.
  - (a) When a general holiday specified in Article **10** of Agreement **10.1** falls on a day which does not coincide with an employee's rest days, it may with the approval of the System Federation General Chairman concerned, be moved and granted in conjunction with the employee's rest days.
  - (b) When such substitution takes place the employees will be compensated at the straight time rate for work performed on the day originally designated as the general holiday. When employees are required to work on the day to which the general holiday was moved, they shall be compensated in accordance with Article **10.8** of Agreement **10.1**.
12. In the application of the grievance procedure contained in the Collective Agreements governing the services of employees covered by this document, the Program Supervisor shall be considered Step I. The officer in Step II will be the Regional Chief Engineer where the alleged violation occurred and the officer at Step III will be the System Engineer Production.
13. Except as otherwise provided herein, Agreement **10.8** shall apply to employees on the Extra Gang Foreman and Assistant Extra Gang Foreman positions. Agreement **10.13** shall apply to

employees on the R.C.O. Attendant positions. Agreement 10.3 shall apply to employees on Operator/Maintainer, Mechanic "A" and Machine Operator positions.

14. The terms of this Memorandum of Agreement shall be subject to the parties obtaining an appropriate permit from the Minister of Labour under the terms of subsection 29.1 (1) of the Canada Labour Code Part III.
15. This Memorandum of Agreement shall become effective on the date of signing and shall remain in effect thereafter from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Such cancellation notice may only be served during the period October 15 to November 15 in any year.

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

FOR THE COMPANY:

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

FOR THE  
BROTHERHOOD:

**(Sgd.) A.F. Currie**  
System Federation General  
Chairman CN Western Lines  
**(Sgd.) P.A. Legros**  
System Federation General  
Chairman CN Eastern Line

## APPENDIX XI

June 29, 1984

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

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

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

Gentlemen:

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

1. An employee who is demoted, suspended or restricted for a period of one year or less will have his position bulletined as a temporary vacancy and will, upon termination of such discipline, return to his former position.
2. An employee demoted or restricted on a permanent basis, or discharged will have his position advertised on a temporary basis provided that such discipline is being appealed within the time limits specified in the grievance procedure.
3. An employee who is permanently demoted or dismissed and subsequently reinstated in his former classification shall not have any displacement rights. Such employee will only be permitted to fill temporary vacancies and must exercise his seniority on the first permanent vacancy in the classification in which reinstated under the terms of the agreement. Failure to so exercise his seniority will result in forfeiture of seniority in that classification.

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

Yours truly,

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

I CONCUR:

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

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

**(Sgd) A. Passaretti**  
Vice-president



## APPENDIX XII

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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, Ste 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, Ste 208  
Winnipeg, Manitoba R3T 2H5

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, unless employees go beyond the region at the request of the Company ( Amended per 2005 Contract Negotiations)

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"**

<b>Region</b>	<b>Company</b>	<b>From / To</b>	<b>Return Mileage</b>
Prairie	Greyhound	Winnipeg - Portage	106
	Greyhound	Winnipeg - Gladstone	192
	Greyhound	Winnipeg - Brandon	266
	Greyhound	Winnipeg - Saskatoon	996
	Greyhound	Winnipeg - Regina	734
	Greyhound	Winnipeg - The Pas	759
Mountain	Greyhound	Edmonton - Edson	250
	Greyhound	Edmonton - Wainwright	264
	Greyhound	Edmonton - Valemount	606
	Greyhound	Edmonton - Prince George	928 440
	Greyhound	Vancouver - Kamloops	1012
	Greyhound	Vancouver - Jasper	
<b>Region</b>	<b>Company</b>	<b>From / To</b>	<b>Return Mileage</b>
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	<b>Rivière-du-Loup-Montmagny</b>	<b>154.4</b>
	Orleans Exp	Montreal - Quebec	307.8
	Voyageur	Montreal - Ottawa	252
	Maheux	Montreal - Val D'Or	657.8
	Orleans Exp	Quebec - Rimouski	384

<b>Eastern Regions - cont'd</b>			
<b>Region</b>	<b>Company</b>	<b>From / To</b>	<b>Return Mileage</b>
<b>Great Lakes</b>	<b>Greyhound</b>	<b>Toronto - Port Hope</b>	<b>126</b>
	<b>Ont.Northland</b>	<b>Toronto – Barrie</b>	<b>120</b>
	<b>Ont.Northland</b>	<b>Toronto - Parry Sound</b>	<b>300</b>
	<b>Greyhound</b>	<b>Toronto – London</b>	<b>250</b>
	<b>Greyhound</b>	<b>Toronto -Windsor</b>	<b>446</b>
	<b>Ont.Northland</b>	<b>Toronto – North Bay</b>	<b>456</b>

## APPENDIX XIV

February 6, 1989

Mr. R. Bowden  
System Federation  
General Chairman  
Brotherhood of Maintenance of  
Way Employees  
2775 Lancaster Road, Suite 3  
Ottawa, Ontario K1B4V8

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 K1B4V8

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 III training.
  - b) In the event the Company does not provide training in any given year for Level II positions and in the absence of sufficient applicants qualified at level II, the Company will appoint in order of seniority, EGF Level I employees to these positions. These employees will receive the Level II rate of pay but, will not be classified as a EGF Level II nor will they accumulate seniority in that classification until they are awarded such a position by bulletin.
  - c) Employees holding EGF seniority as of MMM DD, 1998 (date of ratification of the National Agreement) and who are unable to

hold an EGF Level II position after 1999 due to a lack of qualifications from not being trained while a junior employee occupies such position, will be considered as qualified for the position. His/her name will be placed on the EGF Level II seniority list immediately preceding the name of the junior employee. His/her name will carry an asterisk showing he/she must successfully complete Level II training. Failure to successfully complete the Level II training will result in the removal of the employee's name from the seniority list.

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

5. Training is tentatively scheduled to commence on:

Level I February 1997  
Level II Spring 1998  
Level III Fall 1998 / Spring 1999

6.1 The following articles will apply for EGF training:

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

(These articles are reproduced on attachment "B")

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

6.3 Provisions for EGF Level III positions:

- a) Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.8, and will be awarded first on the basis of EGF Level III seniority then, on the following basis:
- b) Employees must be able to efficiently lead, guide, direct employees and the gang's operation in the effective and safe performance of work.
- c) Applicants' qualifications will be evaluated by means of Supervisory reviews, tests and interviews. Positions will be

awarded to the employee with the best qualifications, where qualifications are equal, the positions will be awarded as follows:

- i) in seniority order to applicants holding seniority as EGF Level II.
  - ii) in seniority order to applicants holding seniority as EGF Level I.
  - iii) in accordance with Article 2.6 of Supplemental Agreement **10.8**.
  - iv) then other employees with the most service under Agreement **10.1**.
- d) On the initial appointment to a Level III position, the Company and the employee will have up to **130** days from the date the employee commences work as an EGF Level III to evaluate performance. An employee who voluntarily removes himself or who fails to meet the requirements of the position may, based on operational requirements, displace onto Level II then Level I positions then will return to his former position. During this **130** day period the employee's former position will be advertised as temporary.
- e) In the absence of sufficient applications or for temporary vacancies, the Company will appoint in order of seniority, EGF Level II employees to these positions. These employees will receive the Level III rate of pay but, will not be classified as a EGF level III nor will they accumulate seniority in this classification until they are awarded such a position by bulletin.
7. Employees occupying positions of EGF Levels I, II or III will only be subject to displacement by other employees senior to them in their respective level.
- 8.
- a) The requirements for qualifications, training and corresponding tests to be used, will be established by the Company.
  - b) The System Federation General Chairmen will be given an opportunity to review written course material to be used including subsequent modifications. If he considers such course material not in line with the bona fide job requirements for the position, the System Federation General Chairmen may appeal such material starting at Step III of the grievance procedure.

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

For the Company:

For the Brotherhood:

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

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

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

100

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>- <b>Super Gopher</b></li><li>- <b>Panelized</b> Turnout (East)</li></ul>
II	<ul style="list-style-type: none"><li>- CAT</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></ul>
I	<ul style="list-style-type: none"><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:

**(Sgd) R.A. Bowden**

System Federation General  
Chairman CN Eastern Lines

**(Sgd) R.F. Liberty**

System General Chairman  
Chairman CN Western Lines

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

**Supplemental Agreement 10.8**

<b>Title</b>	<b>January 1, 1997 rate of pay</b>
<b>IRS Foreman</b>	\$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

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  
K1B4V8

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,

(Sgd) R Dixon  
Vice-president  
Labour Relations and  
Employment Legislation

We concur:

(Sgd) RA Bowden  
System Federation  
General Chairman  
CN Eastern Lines  
Eastern System Federation

(Sgd) 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.

## APPENDIX XXI

January 14, 2005

Mr. R.A. Bowden  
Chairman– Negotiating Committee  
USWA, Local 2004  
100-280 rue Albert Street  
Ottawa, Ontario. K1P 5G8

Dear Sir:

This has reference of the discussions held during the course of contract negotiations to renew the Collective Agreement, regarding the application of Articles 15.4 and 17.9, Agreement 10.1, pertaining to the bulletining of job vacancies.

During our meetings, the Union raised concerns to the effect that not all job vacancies were being posted as per the intent of the provisions of Article 15.4 of the agreement.

The parties concur that under the terms of the agreement, ALL vacancies will be advertised and that if a given position is not required it will be noted on the next bulletin as “ not required ” in order to provide a record.

This will confirm our commitment that instructions to that effect will be issued to Engineering Officers and Supervisors so as to ascertain clarity and adherence to same.

Yours **Truly,**

**(Sgd)** Doug Fisher  
for: Kim Madigan  
Vice-president  
Labour Relations  
North-America

## APPENDIX XXII

January 14, 2005

Mr. R.A. Bowden  
Chairman – Negotiating Committee  
USWA, Local 2004  
100-280 rue Albert Street  
Ottawa, Ontario. K1P 5G8

Dear Sir:

This has reference to the discussions held during contract negotiations with respect to the application of Article 21.11.

This letter will confirm our understanding that the general application of this article does not in any way contemplate the payment of an automobile allowance for commuting purposes to and from work, except where the use of private automobile is used under the direction of the Company in cases such as the following:

-When required by the Company to use private automobile to travel to a new location during the workweek cycle,

-When required by the company to attend a Training Session away from their headquarters or attend a Company required medical examination or the like.

If you concur with the above understanding, please **so** signify in the space provided below.

Yours truly,

I concur:

**(Sgd) Kim Madigan**  
Vice-president  
Labour Relations  
North-America

**(Sgd) R.A. Bowden**  
For USWA, Local 2004

## APPENDIX XXIII

January 14, 2005

Mr. R.A. Bowden  
Chairman – Negotiating Committee  
USWA, Local 2004  
100-280 rue Albert Street  
Ottawa, Ontario. K1P 5G8

Dear Sir:

This concerns the Union's demand associated with Contracting Out Article 33 of Agreement 10.1.

As described by Article 33.3, the Company and the Union are committed to meet at the beginning of each year to review and discuss the Company's plans with respect to Contracting Out for that year. The Union requested that the committee(s) be re-established to meet this commitment and to address issues associated with Contracting Out and/or Contracting In.

The terms and conditions governing the make up and procedures affecting the committee will be modelled on the terms contained in the attached document describing "Outsourcing Protocols".

Yours truly,

**(Sgd) Dwight Tays**  
Chief Engineer

## OUTSOURCING PROTOCOLS

---

### General

Whenever the Company must outsource work that is done in-house by Maintenance of Way employees, it is important to inform the Union representative assigned to the territory. This procedure will help the Company to make use of our resources. Accordingly, the escalation procedure will be based on the following structure:

a. Level 1

Except in emergencies, the supervisor as set out in article 33.4 of 10.1 agreement must inform the local USWA representative as soon as possible and when possible 30 days before work is to be outsourced. The supervisor will explain why the work is to be outsourced. This exchange of information between the supervisor and the local representative will allow alternatives to be explored.

If the parties do not come to a mutual agreement, the matter will be escalated to Level 2.

b. Level 2

If the matter cannot be resolved at Level 1, the USWA Vice-president of the Local may request a meeting with the appropriate Company officer to discuss the outsourcing proposal. If this meeting is unsuccessful and the matter remains unresolved, it will be escalated to Level 3.

c. Level 3

If the matter is unresolved at Level 2, it will be referred to the USWA President of the Local and the appropriate Company officer.

### Collective agreement

It should be noted that this procedure is intended to make it easier to find alternatives to outsourcing and does not in any way modify the provisions of Article 33 of Collective Agreement 10.1. Consequently, the Union does not waive its jurisdiction on the work in question and the Company shall comply with the provisions of this article.

## APPENDIX XXIV

January 14, 2005

Mr. R.A. Bowden  
Chairman – Negotiating Committee  
USWA, Local 2004  
100-280 rue Albert Street  
Ottawa, Ontario. K1P 5G8

Dear Sir:

This is with regards to your concerns raised regarding the crediting of service for benefit entitlement under the terms of the ESIMA. Although we cannot agree with your suggestion that employees be given credit for 2 days of cumulative compensated service for the same calendar day, we are open to crediting employees who may work 8 hours on each of their scheduled rest days. Therefore in full and final settlement of your demand the company will credit employees with a day of CCS should they work 8 hours or more on a scheduled rest day.

If you concur please signify your agreement by countersigning below.

Yours truly,

**(Sgd.) D. S. Fisher**  
Director, Labour Relations

I agree,

**(Sgd) R.A. Bowden**  
For: USWA

January 14, 2005

Mr. R.A. Bowden  
Chairman – Negotiating Committee  
USWA, Local 2004  
100-280 rue Albert Street  
Ottawa, Ontario. K1P 5G8

Dear Sir:

This concerns your request associated with the union's demands related to the work-life balance issues related to family care and unexpected emergencies.

The Company would be willing on a trial basis for calendar years 2005, 2006 and 2007 to allow employees to indicate, at the time they apply for their annual vacation in accordance with Article 25.18, that they wish to set aside one week of vacation, to be granted upon reasonable advance notice, in order to attend to emergent family care responsibilities. Should an employee who has elected to reserve such a week, not use that week of vacation for such emergencies, prior to December 1<sup>st</sup> in each year, it shall be paid out to the employee.

If this represents our agreement, please signify your concurrence by counter signing below.

Yours truly,

**(Sgd) K.A. Madigan**  
Vice-president, Labour Relations

I agree,

**(Sgd) R.A Bowden**  
Chairman, USWA



**AGREEMENT 10.3**

**Between**

**THE CANADIAN NATIONAL RAILWAY COMPANY**

**and**

**THE UNITED STEELWORKERS Union, Local 2004**

**Governing**

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

**Supplemental to Agreement 10.1**

**Effective January 1, 2004**

**Revised and Reprinted 2005**

**(version française disponible sur demande)**

A small, square, light-colored box containing a handwritten signature or set of initials in dark ink. The signature appears to be a stylized 'J' or 'L' followed by a flourish.

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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 Divisions 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.

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**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 a 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 2.13, 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 Divisions 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 Divisions only

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

Eastern Divisions 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 Unit Chairperson and USW Division Vice-president 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 Unit Chairperson. 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 Unit Chairperson 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

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ARTICLE 5

Rates of Pay

5.1

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
Field Maintainer	24.10	24.82	25.56	26.58
L.H. Work Equipment	24.15	24.87	25.62	26.64
Mechanic "A"	23.61	24.32	25.05	26.05
<b>Mechanic "B"</b>				
1 - 12 months	19.83	20.42	21.03	21.87
13 - 24 months	20.04	20.64	21.26	22.11
25 - 36 months	20.31	20.92	21.55	22.41
37 - 48 months	20.90	21.53	22.18	23.07
<b>Machine Operator</b>				
Special Group	22.62	23.30	24.00	24.96
Group I	21.68	22.33	23.00	23.92
Group II	20.58	21.20	21.84	22.71
Group III	19.12	19.69	20.28	21.09
Oiler-Helper*	18.65	19.21	19.79	20.58
Helper	18.44	18.99	19.56	20.34
Operator/Maintainer	23.88	24.60	25.34	26.35
Asst. Operator/Maintainer	21.68	22.33	23.00	23.92

\* 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 USW President, Local 2004 or designated representative 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

## 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 USW President, Local 2004 or designated 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. USW President, Local 2004 or designated representative 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 8<sup>th</sup> of December, 2005 .

**FOR THE COMPANY:**

**FOR THE United Steelworkers,  
Local 2004**

**(Sgd) K. Madigan**  
Vice-president  
Labour Relations North America

**(Sgd) R.S. Dawson**  
President, USW Local 2004

## APPENDICES

## APPENDIX A

General Description	Examples
<b>Special Group</b>	
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 Weillman 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.
<b>Group I</b>	
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, A.C., 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, tipper, 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, Alas, 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	<b>All</b> 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., Cannon.
10) Ballast Distributor	Manufactured by R.M.C., McWilliams, Plasser.
11) Rubbertired 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 surfacers made by Cannon.

General Description	Examples
17) Crawler Mounted Loader	Crawler mounted front end loader of 1 to 2-1/2 cu. yds. capacity with four-way bucket, snow blower, snow bucket of various sizes, backhoe, etc. as made by Eimco, A.C. Carterpillar.
18) Multiple Tampers	Tampers not equipped with automatic jacking, levelling or lining devices such as Canron, RMC, Plasser, Matisa, Jackson. These units may be equipped with hydraulic jack such as on junior Tamper of Vibratool.
19) Winch Car	Winch Car or Lidgerwood as used to pull ballast sleds or ballast plows made by Mannix or CN.
20) Trucks-over 16,000 GVW up to and including 28,000 GVW	Trucks used to haul Roadway Machines, equipped with tilt deck, winch, hydraulic crane and other attachments.
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 GVW truck chassis with 3-way dump box, hydraulic clam bucket and hy-rail attachment.
25) Ballast Compactor	Vibratory crib and shoulder ballast compactor made by Plasser and Canron.

General Description	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 Arasco, 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 Arasco.
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.



<b>General Description</b>	<b>Examples</b>
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. Canron, 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, Canron.
22) Creosote Sprayer	Made by Pyke, Fairmont.
23) Rail Saw	Made by Racine, Nordberg, Stumec.
24) Rail Drill	Made by Racine, Nordberg, Stumec.
25) Weed Sprayer	Made by Rittenhouse, etc., mounted on Trailer or Push Car.
26) Crawler Mower	J-5 Bombardier with rear mounted rotary mower or front mounted snow plow.
27) Tie Unloader	R.M.C. tie unloader running inside tie train cars.
28) Tie Renewer	Canron with or without attachment.
29) Tie Remover	Fairmont-self-propelled.

<b>General Description</b>	<b>Examples</b>
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 <i>cars</i> .
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. Hacksaw
- 23. MeasuringTape 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  
K1N 5W8

Gentlemen:

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

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

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

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

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

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

While we recognize that a Field Maintainer must know his territory in order to foresee problems which arise over a period of time, a

Mechanic **A** may also be required to leave the shop and troubleshoot on line over different locations and over an extended period of time with a minimum of supervision. In this type of environment he would deal with the same problems and therefore perform the same work which would normally be performed by a Field Maintainer.

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

Yours truly,

**(Sgd) D.C. Fraleigh**  
for Vice-president  
Labour Relations

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



## APPENDIX E

17 March 1982

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

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

Gentlemen:

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

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

However, due to the nature of our operations, there are circumstances which require employees to work at locations that are not in reasonable proximity to their permanent residence. It is in circumstances such as these, over which the employee has no control, that it would be expected the Company assume responsibility for providing some form of accommodation to the employee.

These circumstances involve situations as follows:

- 1) where employees are required to move frequently from one work location to another or whether they may be required to work in remote locations where living accommodations are not available;
- 2) where employees, through the exercising of seniority rights, are required to work away from their permanent residence under circumstances where they would not normally be expected to relocate; or

- 3) where employees would be permanently relocating, but where there may be a temporary period of time where some form of accommodation would be warranted before the permanent relocation is made.

It is under the three foregoing circumstances that accommodation may be provided by the Company in the form of boarding cars.

In the case of Item 1 above, boarding cars or some form of accommodation will always be provided to employees when required to work away from their permanent residence.

In making this commitment for Items 2 and 3 however, there may be times when boarding facilities are not available and no assistance will be provided. In such instances, the Company Officer concerned will, upon request, discuss the problem with the Brotherhood Representative involved. In any event it should be understood that the final determination as to where and when boarding cars will be supplied will continue to rest with Company Officers on the Regions.

One of the problems you pointed out in our discussions, concerns the situation where the Company issues bulletins advertising positions at locations where boarding accommodations are not supplied. This practice is not acceptable to the Brotherhood because employees who would normally require boarding accommodation have no way of knowing if accommodation will be supplied when they are required to exercise their seniority rights to one of these locations.

At times employees have been supplied with boarding accommodation at these locations even though the latest bulletin indicated that boarding accommodations would not be provided. This practice will continue to apply where practicable, depending on the availability of boarding cars.

**(Sgd) P.R. Richards**  
Chief Engineer

## APPENDIX F

**Intentionally left blank**

## 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) RA. Bowden**  
System Federation  
General Chairman  
CN Eastern Lines



**AGREEMENT 10.8**

**between**

**THE CANADIAN NATIONAL RAILWAY COMPANY**

**And**

**THE UNITED STEELWORKERS UNION, LOCAL 2004**

**Governing**

**Rates of Pay and Rules for  
Track Employees**

**Supplemental to Agreement 10.1**

**Effective January 1, 2004**

**Revised and Reprinted 2005**

**(Version française disponible sur demande)**

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## ARTICLE 1

### Coverage and Definition of Employee

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## ARTICLE 2

### Seniority Status and Lists

#### 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 Divisions Only**

Bulletined Track Maintainer/Truck Driver positions will be awarded on the basis of Track Maintainer/Truck Driver seniority in accordance with Article 15.3 of Agreement 10.1.

However, should such a position remain unfilled, it will then be awarded on the basis of Track Maintainer seniority in accordance with Article 15.3 of Agreement 10.1 provided the applicant holds a valid driver's licence (e.g. automobile licence).

**NOTE2 Western Divisions 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 Unit Chairperson and USW Division Vice-president 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 Unit Chairperson. 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 Unit Chairperson 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**

**6.1.1**

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>Track Forces</b>				
(a) Track Maintenance Foreman	20.15	20.75	21.37	22.22
Asst. Track Maintenance Foreman	19.29	19.87	20.46	21.29
Trackman 0 to 6 months	17.79	18.32	18.87	19.63
Trackman 7 to 24 months	18.28	18.83	19.39	20.17
Trackman Thereafter	18.38	18.93	19.50	20.28
Track Maintainer/Truck Driver	21.68	22.33	23.00	23.92
Snow Plow, Flanger and Spreader Foreman (Article 9.1)	24.19	24.92	25.67	26.70
(b) Rail Lubricator Maintainer	20.21	21.82	21.44	22.30

**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			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
(c) Extra Gang Foreman				
Level 1	23.16	23.85	24.57	25.55
Level 2	24.36	25.09	25.84	26.87
Level 3	25.83	26.60	27.40	28.50
Asst. Extra Gang Foreman (Article 2.7)	20.72	21.35	21.99	22.87

6.1.2

CLASSIFICATION	EFFECTIVE			
	01/01/04	01/01/05	01/01/06	01/01/07
	\$	\$	\$	\$
<b>Track Forces</b>				
(a) Track Maintenance Foreman 8 men or more (excl. foreman)	22.41	23.08	23.77	24.72
Track Maintenance Foreman 0 to 7 men (excl. Foreman)	21.68	22.33	23.00	23.92
Asst. Track Maintenance Foreman	20.10	20.70	21.32	22.17
Leading Track Maintainer	19.60	20.19	20.80	21.63
Track Maintainer	18.87	19.44	20.02	20.82
Asst. Extra Gang Foreman (Article 2.8)	22.54	23.22	23.92	24.88
Extra Gang Foreman (Article 6.7)	23.99	24.71	25.45	26.47

**WELDER RATES OF PAY**

CLASSIFICATION	01/01/04	01/01/05	01/01/06	01/01/07
	\$	\$	\$	
<b>Field Operations</b>				
Welding Gang Foreman 6 men and over including Foreman)	24.40	25.13	25.88	26.92
Foreman Welder 1 - 5 men including Foreman)	23.70	24.41	25.14	26.15
Welder, 1 - 12 mos.	21.31	21.95	22.61	23.51
Welder, 13 - 24 mos.	21.54	22.19	22.86	23.77
Welder, 25 - 36 mos.	21.82	22.47	23.14	24.07
Welder, 37 - 48 mos.	22.39	23.06	23.75	24.70
Welder, thereafter	22.96	23.65	24.36	25.33

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
Ultrasonic Machine Operator	21.68	22.33	23.00	23.92
Grinder Operator	21.48	22.12	22.78	23.69
Utility Grinder Operator	19.83	20.42	21.03	21.87
Thermite Welder	20.13	20.73	21.35	22.20
Helper	18.44	18.99	19.56	20.34

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

6.1.4

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>TRANSCONA</b>				
Welder, 1 - 12 mos.	21.31	21.95	22.61	23.51
Welder, 13 - 24 mos.	21.54	22.19	22.86	23.77
Welder, 25 - 36 mos.	21.82	22.47	23.14	24.07
Welder, 37 - 48 mos.	22.39	23.06	23.75	24.70
Welder, Thereafter	22.96	23.65	24.36	25.33
Maintainer	22.54	23.22	23.92	24.88
Sawyer	21.68	22.33	23.00	23.92
Butt Weld Operator	22.54	23.22	23.92	24.88
Butt Weld Inspector	22.54	23.22	23.92	24.88
Ultrasonic Machine Operator	21.687	22.33	23.00	23.92
Ultrasonic Sorter Operator	21.48	22.12	22.78	23.69

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
Crane Operator				
Locomotive Crane	22.62	23.30	24.00	24.96
Bridge Crane (11 to 29 tons)	20.41	21.02	21.65	22.52
Other Cranes (up to 10 tons) - when not operating crane will perform other work	19.54	20.13	20.73	21.56
Crane Assistant	19.83	20.42	21.03	21.87
Driller	19.83	20.42	21.03	21.87
Classifier	19.83	20.42	21.03	21.87
Utility Grinder Operator	19.83	20.42	21.03	21.87
Glued Joints Assembler	19.83	20.42	21.03	21.87
Trackmobile Operator	19.15	19.72	20.31	21.12
Oiler Helper	18.65	19.21	19.79	20.58
Labourer	17.71	18.24	18.79	19.54

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
Leading Hand – Saw and Sorter Operation	22.67	23.35	24.05	25.01
Dismantler Operator	21.68	22.33	23.00	23.92
Grinder Class "A"	21.68	22.33	23.00	23.92
Mobile Equipment Operator	21.68	22.33	23.00	23.92
End Hardner Operator	21.68	22.33	23.00	23.92
Planer - Grinder	21.68	22.33	23.00	23.92
Classified Labourer	18.15	18.69	19.25	20.02

(See Appendix C)



EXTRA GANG LABOURERS AND ATTENDANTS

**6.1.5**

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07
Attendant	17.44	17.96	18.50	19.24
Extra <b>Gang Labourers</b>				
First <b>156</b> days' service, excluding probationary period	15.91	16.39	16.88	17.56
After <b>156</b> days' service, excluding probationary period	16.30	16.79	17.29	17.98

**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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative 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 USW President, Local 2004 or designated representative and the proper officer of the Company. Should the incumbent be disqualified the next senior applicant will be assigned.

### ARTICLE 7

#### Training

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

- (a) Regular Employee: An employee holding a position as an Extra Gang Foreman, an Assistant Extra Gang Foreman, a Track Maintenance Foreman, an Assistant Track Maintenance Foreman, a Track Maintainer, or a Trackman, prior to January 1, 1978, or an employee becoming qualified as a Track Maintainer pursuant to Article (b) below.
- (b) Trainee: An employee establishing seniority as a Trackman on or after January 1, 1978. Such employee shall be regarded as a Trainee until he becomes fully qualified as a Track Maintainer, after which he will be regarded as a Regular Employee.

**7.2** A Trainee must qualify as a Track Maintainer prior to accumulating two years of cumulative compensated service. A Trainee who fails twice on the Track Maintainer's test during such two-year period will be released from service or in the case of an employee who transferred from another sub-department in Maintenance of Way service, such employee may, seniority permitting, return to his former position.

Special Training Rules ~~for~~ Welding Employees:

Definition of Welder in training

**7.3** An employee who has applied and found to be qualified to participate in the Maintenance of Way Welder Training Program and who is in training for the position of Welder.

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

#### **Definition of Welder**

**7.4** An employee who has successfully completed the approved Maintenance of Way Welder Training Program and has been awarded a position as Welder.

**7.5** Employees, excluding Engineering Yard Employees, first coming within the scope of this Agreement on or after May 1st, 1976 will be required to qualify in all aspects of welding and grinding. Engineering Yard Employees, upon application, may be accepted as Welders in training and upon transfer to the line for training will be governed by all rules covering line employees. Notwithstanding the provisions of Article 3.17(b) and Article 3.17(d) if an Engineering Yard Employee who is accepted as a Welder in training bids back into the yard on other than a Welder vacancy before he has completed his training, he will forfeit his line seniority and will thereafter not be considered eligible to bid on any line vacancies.

**7.6** Qualified Welders and Grinders shall be expected to participate in training by assisting other employees to acquire the knowledge and practical experience essential for their development and proficiency in welding and grinding.

**7.7** The training period shall consist of 3 years' (36 months') cumulative time assigned to duties which are included in the training program. During each training year the Welder in training will be required to attend approximately 160 hours' classroom and workshop instruction. He may also be required to attend in the field instruction sessions. The balance of the time he must protect his regular field assignment and acquire the necessary field training and job experience.

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

**7.9** Those employees retained as Welders in training may be required to undergo periodic tests, such tests to be related to the nature of the work to which they have been assigned. Seniority permitting, Welders in training may be required to work on various work assignments and at various work locations in order to further their training as Welder. Where

identical training is available at more than one location, senior employees will have preference with respect to the location to which assigned.

**7.10** Line employees, as provided for in Article 7.3, must participate in the Training Program, except that they may request either permanent or temporary release for justifiable cause and the Company will consider each case on its merit. In the event such employee is permitted to terminate classroom training for a temporary period due to illness or extraordinary circumstances, reinstatement shall be by mutual agreement between the Company and the Union.

**7.11** Assessment of examination results, in conjunction with appraisal of Welder in training progress, shall be conducted periodically for the purpose of determining whether students are to continue in the training. Each Welder in training will be notified in writing the results of their assessments and appraisals.

**7.12** If a Welder in training fails to pass one or more examinations, he may be given an opportunity to re-write the examination(s) on a supplemental basis, providing it is approved by and he meets the requirements set by the Company.

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

- General Welding Supervisor
- Assistant Welding Supervisors
- Instructors and Foremen Welders who possess first hand knowledge of the performance of the Welder in training.

**7.14** In the event the Company terminates or suspends an employee's training, the level of appeal by the Welder in training and/or his accredited representative will commence at Step II of the Grievance Procedure.

**7.15** The rest days for employees while engaged in classroom instruction shall be Saturday and Sunday.

**7.16** Line Welding Department Helpers employed prior to May 1st, 1976 who have not as yet been exposed to the classroom training will be given the opportunity to so attend. Helpers who fail to accept this opportunity will be considered as "permanent" Helpers. Such Helpers will be shown on the seniority list with a "P" opposite their name.

**7.17** A new employee entering the Welder Training Program who fails to pass the Welder's test twice during the training program will be released from service.

**7.18** Line Welding Department employees below the classification of Welder, employed and qualified through the Company-paid classroom

training prior to May 1st, 1976 will be given the opportunity of having a seniority date assigned to them as Welder. Placement on the Welder seniority list will be in the order qualified and will follow the last employee shown on such seniority list as of May 1st, 1976. Those employees who decline to accept seniority dates as Welder will be shown on the seniority list with a "P" opposite their name.

**7.19** In the event there are no qualified Welders available with seniority in the Welding Department on or after May 1st, 1976, Welder Helpers employed prior to such date who have successfully completed the Company-paid classroom training, will be assigned to any non-bid vacancy of Welder on the basis of their Helper seniority. They will remain on such vacancy until a qualified replacement is secured.

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

**7.21** Employees in classroom training will be provided with suitable housing accommodation. When meals are not provided by the Company actual reasonable expenses will be allowed.

**7.22** Welding Department employees while engaged in classroom training will be allowed eight hours' pay at the hourly rate of pay they were receiving prior to entering classroom training or the first year Welder rate, whichever is higher.

## ARTICLE 8

### **Patrol on Rest Days**

**8.1** When the Company requires the patrol of two or more sections on the sixth day of the regular work week as a regular practice, employees assigned to such patrol will be paid at the rate of time and one-half for the time so occupied with a minimum of eight hours work.

(See Understanding No. 5. -Appendix I)

ARTICLE 9  
**Snow Service**

**9.1** Foremen and Operators in charge of snow plows or spreaders in snow service will be paid the rate of Extra Gang Foreman 30 or more men.

(See Understandings Nos. 6, 7. -Appendix I)

**9.2** A Trackman or Track Maintainer who actually assists a Foreman in the operation of snow plow or flanger or when actually required to operate a spreader in snow service in conjunction with a snow plow, will be paid the rate Work Equipment Machine Operator Group II. This Article will also apply to a Leading Track Maintainer who is not required at that time to relieve the Foreman on his section. His Track Maintainer seniority will apply.

(See Understanding No. 8. -Appendix I)

**9.3** The rate applicable will be paid the employee for the hours he is entitled to pay from the time required to report for duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside the limits of such regularly assigned hours, except that for deadheading he shall be paid at pro rata rate.

(See Understanding No. 9. -Appendix I)

Article 10  
Special Rules for Welding Employees working in Transcona  
Engineering Rail Yard

Western Lines

**10.1** Transcona employees regularly assigned to the Frog Shop of the Engineering Rail Yard will have preference for overtime in such shop, and employees regularly assigned to the Butt Weld Plant of the Engineering Rail Yard will have preference for overtime in such plant. In the event that no employees are available to work overtime from either of these locations, the Company may, if they choose, call an employee in accordance with the provisions of Article 8 of Agreement 10.1.

Signed at Montreal, Quebec, this 8<sup>th</sup> day of December 2005.

FOR THE COMPANY:

FOR THE UNITED  
STEELWORKERS, LOCAL  
2004:

**(Sgd) Kim Madigan**  
Vice-president  
Labour Relations North-America

**(Sgd) R.S. Dawson**  
President, USW, Local 2004



## **APPENDICES**

## APPENDIX I

### UNDERSTANDINGS

#### No. 1 - ARTICLE 2.5

##### Question:

"A" is a section from which a snow plow is operated. Can the Company require that Trackmen, Track Maintainers and Leading Track Maintainers bidding on positions bulletined for this Article, be qualified or qualify for the operation of snow plows?

##### Answer:

No. The Union 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 -ARTICLE5**

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 -ARTICLE8.1**

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 ~~six~~ 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 -ARTICLE9.1**

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 -ARTICLE9.1**

A Track Maintenance Foreman bidding in a Section on which a Snow Plow Foreman is required must qualify as a Snow Plow Foreman unless there are at the location sufficient Snow Plow Foremen or track department employees willing to qualify as such to meet requirements.

Should a Senior Snow Plow Foreman desire to exercise his seniority rights at any location he must make himself available when required.

**No. 8 - ARTICLE 9.2**

Question:

Should regular Trackmen, Track Maintainers and Leading Track Maintainers in order of seniority have preference for the purpose of assisting Snow Plow Foreman in the operation of a snow plow?

Answer:

Yes, if qualified.

**No. 9 -ARTICLE 9.3**

Question:

Article 9.3 of this Agreement, Snow Service, reads as follows:

"The rate applicable will be paid the employee for the hours he is entitled to pay from the time required to report for duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside the limits of such regularly assigned hours except that for deadheading he shall be paid at pro rata rate."

In view of the varied interpretations placed upon the words "for the hours he is entitled to pay", contained in this Article, how will the snow plow foreman be compensated under the following conditions?

Example I - A snow plow is called at Station "A" at 13K Wednesday and works to Station "B" tying up at Station "B" at 20K Wednesday and remaining at Station "B" until 6K Thursday when the plow foreman is called and works back to Station "A" arriving there at 14K. Foreman provided with suitable sleeping accommodation at Station "B". His assigned hours are 8K to 17K and twenty minutes allowed for meals en route. (Article 2.1 of Agreement 10.1.)

Snow Plow Foreman should be compensated:

From "A" to "B" - 13K to 17K at straight time rate. 17K to 20K at the rate of time and one-half.

From "B" to "A" (return trip) - 6K to 8K at the rate of time and one-half.

8K to 12K at straight time rate.

12K to 13K at the rate of time and one-half

13K to 14K at straight time rate.

Example II - A snow plow is called at Station "A" at 13K Friday and proceeds to Station "B" tying up at "B" at 24K. Plow is held at Station "B" and snow plow foreman, whose assigned hours are 8K to 17K Monday through Friday, is instructed to return to his home section at "A". There was no transportation available until Monday morning. Foreman was provided with suitable sleeping accommodation at Station "B".

Snow Plow Foreman is compensated:

From "A" to "B" - 13K to 17K at straight time.

17K to 24K at the rate of time and one-half.

Detention time allowed under Article 1.1 of Agreement 10.1.

Saturday awaiting conveyance - 16 hours straight time.

Sunday awaiting conveyance - 16 hours straight time.

Deadheading time on Monday from "B" to "A" to be paid at straight time rate.

Example III - A snow plow is called at Station "A" at 13K Tuesday and proceeds to Station "B" tying up at 20K. Plow is held at Station "B" all day Wednesday where snow plow foreman is provided with suitable sleeping accommodation. Plow leaves Station "B" on Thursday at 10K arriving Station "A" at 18K. The foreman's assigned hours are 8K to 17K, Monday through Friday.

Snow Plow Foreman should be compensated:

Tuesday - 13K to 17K at straight time. 17K to 20K at time and one-half.

Wednesday - 8K to 24K at straight time for detention as per Article 1.1 of Agreement 10.1.

Thursday - 8K to 12K at straight time.

12K to 13K at time and one-half.

13K to 17K at straight time.

17K to 18K at time and one-half.

**No. 10 - GENERAL**

Assigning of Trackmen, Track Maintainers or Leading Track Maintainers to paint switch targets when regular Painters available for such work.

Disposition: When the volume of work at any one point is sufficient to warrant it, a painter if available, will be assigned.

**No. 11 - GENERAL**

Subject to the provisions of Article 8.8 of Agreement 10.1, where track work is required on a rest day, preference shall be given to employees regularly working on that track section to perform such work, wherever this is reasonably practicable, before calling men from an adjoining section.



## APPENDIX II

Montreal, July 15, 1977

Mr. T.V. Greig  
System Federation General Chairman  
Brotherhood of  
Maintenance of Way Employees  
15 Donald Street  
Winnipeg, Manitoba

Mr. P.A. Legros  
System Federation General Chairman  
Brotherhood of  
Maintenance of Way Employees  
Room 306 - 45 Rideau St.  
Ottawa, Ontario

Gentlemen:

This refers to Article 2.6 of Agreement 10.8 as recently amended to accommodate the new wage and classification structure, and training program for track service employees.

As you know, the new Article 2.6 sets out the line of promotion for track service employees, including Assistant Extra Gang Foreman and Extra Gang Foreman. On Canadian National, it has not been our practice to consider these classifications as being in the same line of promotion as section forces.

We propose that the past practice in this regard be continued under the new classification structure and training program. For example, an employee establishing seniority as either Assistant Extra Gang

Foreman or Extra Gang Foreman, who did not previously hold seniority in the lower classifications (Track Maintenance Foreman, etc.), would not thereby automatically obtain seniority in the lower classification. By the same token, an employee applying for training as Extra Gang Foreman, would not be required to hold seniority or have taken training as a Track Maintenance Foreman.

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

Yours truly,

**(Sgd) G.J. Milley**  
for Assistant Vice-president  
Labour Relations

I CONCUR:

**(Sgd.) T.V. Greig**  
System Federation General Chairman

**(Sgd.) Paul A. Legros**  
System Federation General Chairman



### APPENDIX III

February 13, 1984

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

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

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

Gentlemen:

This has reference to the attached Memorandum of Agreement establishing the classification of Rail Lubricator Maintainer in Agreement 10.1 effective January 1, 1984.

This will confirm that we have agreed that an employee establishing seniority in the Rail Lubricator Maintainer classification will not, as a result, establish seniority in the Leading Track Maintainer, Assistant Track Maintenance Foreman or Track Maintenance Foreman classifications. In addition, the Rail Lubricator Maintainer position will be awarded based on the employee's Trackman/Track Maintainer seniority.

A Track Maintenance Foreman who has successfully completed the training program specified in Article 7 of this Agreement and who has sufficient seniority to hold a permanent position in such classification will forfeit his Track Maintenance Foreman seniority if he is successful in obtaining a position of Rail Lubricator Maintainer.

An employee's former seniority in the classification of Rail Lubricator Maintainer will be recognized for seniority purposes.

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

Yours truly,

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

I CONCUR:

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

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

**(Sgd) A. Passaretti**  
Vice-president

## APPENDIX IV

### CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the classification of Inspect and Repair Section (I.R.S.) Foreman.

It is agreed that effective 1 March 1984:

1. Appointments to bulletined I.R.S. Foreman positions shall be made on the basis of seniority in the highest classification.
2. An employee will not establish seniority as a result of being appointed to an I.R.S. Foreman position, however, he will have an asterisk (\*) placed beside his name on the seniority list.
3. An employee appointed to an I.R.S. Foreman position will be considered as on probation for 120 working days and must display a desire and aptitude for the work. During this period the employee may elect to relinquish his rights as an I.R.S. Foreman in which case he will be permitted to exercise his displacement rights and have the asterisk (\*) removed from beside his name on the seniority list.
4. A training module will be developed for the I.R.S. Foreman classification and employees will have the option of taking this training at the same time they enter the Training Program for the Track Maintenance Foreman classification.
5.
  - (a) Pending the introduction of the training module for the I.R.S. Foreman classification into the Training Program (covered by Article 7 of this Agreement) an evaluation committee of Company officers will be established to monitor the employees described in paragraph 3 of this Memorandum. Following a training period both on the job and in a class room environment such employees will be given corresponding qualifying tests. An employee who fails such test(s) will have the asterisk (\*) removed from beside his name on the seniority list and he will be required to exercise his displacement rights.
  - (b) An employee who passes the qualifying tests during his probationary period will be entitled to receive the after training rate of pay.

Note: When the evaluation committee finds that a probationary I.R.S. Foreman lacks the ability to perform the work required the employee will be required to exercise his displacement rights and the asterisk (\*) will be removed from beside his name on the seniority list. The General Chairman may request a meeting with the evaluation committee where the employee's shortcomings will be discussed and documentation provided.

6. On appointment to an I.R.S. Foreman position, an employee who has successfully passed the I.R.S. Foreman training under the Training Program (Article 7 of Agreement 10.8) will be allowed a trial period which shall not exceed 120 working days in order to allow the employee to demonstrate his ability to perform the work required.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his former position and will have the asterisk (\*) removed from beside his name on the seniority list.

7.
  - (a) Temporary vacancies in the I.R.S. Foreman classification of less than forty-five days will be filled by the L.T.M. or Assistant Track Maintenance Foreman who is working on the same Inspect and Repair Section. However, such employee will not be required to assume the responsibilities of an I.R.S. Foreman and will only perform the normal duties of a Track Maintenance Foreman.
  - (b) Permanent or temporary vacancies of forty-five days or more will be bulletined in accordance with Article 3 of Agreement 10.8.
8. An employee's seniority in the Track Maintenance Foreman classification will govern for the purpose of exercising displacement rights in the I.R.S. Foreman classification.
9. An employee will be considered a fully qualified I.R.S. Foreman at the expiration of his probationary or trial period as outlined in paragraphs 3 and 6 of this Agreement.
10. The training aspects of this Agreement will be subject to review within a one year period by the signatories hereto.
11. Except as otherwise provided herein, the terms of Agreement 10.1 are applicable to employees covered by this Memorandum of Agreement.

Signed at Montreal, Quebec this 27th day of February, 1984.

FOR THE COMPANY:

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

FOR THE EMPLOYEES:

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

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

**(Sgd) A. Passaretti**  
Vice-president

## APPENDIX V

March 8, 1984

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

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

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

Gentlemen:

This has reference to the Memorandum of Agreement signed on 27 February 1984 with respect to the rules governing the classification of Inspect and Repair Section (I.R.S.) Foreman in Agreement 10.1

As you are aware, appointments to bulletined I.R.S. Foreman positions will be made on the basis of seniority in the highest classification. In most cases, an employee holding a permanent Track Maintenance Foreman's position can be expected to be appointed to an I.R.S. Foreman position. This employee would then be required to go through a 120 working day probationary or trial period during which time his qualifications will be assessed. In the event that such employee is disqualified as an I.R.S. Foreman, he may be required to return to his former position.

This will confirm that we have agreed that under the foregoing circumstances, the vacated Track Maintenance Foreman's position will be filled temporarily as outlined in Article 3.4 (b) of this Agreement. The "120 calendar days" referred to in Article 3.4 (b) will, however, be extended for that period of time during which the employee is on probation or trial as outlined in the Memorandum of Agreement dated 27 February 1984.

Track Maintenance Foremen whose positions are abolished as a result of the track force reorganization will be required to exercise their displacement rights in accordance with paragraph 5 of the above

mentioned Memorandum of Agreement in the event they are disqualified as I.R.S. Foremen.

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

Yours truly,

I CONCUR:

**(Sgd) J.R. Gilman**  
For: Assistant Vice-  
President  
Labour Relations

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

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

**(Sgd) A. Passaretti**  
Vice-president

## APPENDIX VI

### CANADIAN NATIONAL RAILWAY COMPANY

#### ATLANTIC, ST. LAWRENCE AND GREAT LAKES REGIONS

**MEMORANDUM OF AGREEMENT** between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the classification of Inspect and Repair Section (I.R.S.) Foreman.

1. Appointments to bulletined I.R.S. Foreman positions shall be made on the basis of the employee's seniority in the highest classification. An employee occupying a temporary vacancy or temporary position who is awarded a permanent I.R.S. Foreman position will be required to fill **such** position immediately following the award.
2. An employee will not establish seniority in the I.R.S. classification as a result of being appointed to an I.R.S. Foreman position. He will have an asterisk placed beside his name on the seniority list when he becomes fully qualified.
3. An employee appointed to an I.R.S. Foreman position will be considered as on probation for 120 working days and must display a desire and aptitude for the work. If the Company requires to fill the employee's vacated position during the probationary period it will advertise the position as a temporary vacancy.
4.
  - (a) Following a training period both on the job and in a classroom environment, an employee will be given corresponding qualifying tests. An employee who fails such test(s) will be returned to his former position. If the employee's former position is abolished, or claimed by a senior employee, he will be required to exercise his displacement rights onto another permanent position.
  - (b) An employee who passes the qualifying tests during his probationary period will be entitled to receive the after training rate of pay. If the employee is precluded from completing the I.R.S. Training Program within the probationary period, through no fault of his own, he will be entitled to receive the after training rate on the expiration of his probationary period.
  - (c) An employee who fails any test will only be considered for further testing or training on his own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing or training must submit his written request to his Supervisor.



- 5.**
- (a)** Temporary vacancies in the I.R.S. Foreman classification of less than forty-five days will be filled by the L.T.M. or Assistant Track Maintenance Foreman who is working on the same Inspect and Repair Section. However, such employee will not be required to assume the responsibilities of an I.R.S. Foreman and will only perform the normal duties of a Track Maintenance Foreman.
  - (b)** Permanent or temporary vacancies of forty-five days or more will be bulletined in accordance with Article 3 of Agreement 10.8.
- 6.** An employee's seniority in the Track Maintenance Foreman classification will govern for the purpose of exercising displacement rights in the I.R.S. Foreman classification.
- 7.** An employee will be considered a fully qualified I.R.S. Foreman at the expiration of his probationary period and successful completion of the I.R.S. Training Program.
- 8.**
- (a)** An employee will not be permitted to bid temporary vacancies or temporary positions during his probationary period except as provided in (b).
  - (b)** An I.R.S. Foreman will be required to protect his Extra Gang Foreman and Assistant Extra Gang Foreman seniority by responding to bulletins advertising such positions. If the employee is successful in obtaining a position in one of these higher classifications he will be required to fill such position at the expiration of his probationary period and will continue to retain seniority in the higher classification.
- 9.** Except as otherwise provided herein, the terms of Agreements 10.1 and 10.8 are applicable to employees covered by this Memorandum of Agreement.

10. This Memorandum of Agreement is effective 1 February 1986 and cancels Appendices IV and V of Agreement 10.8 on the Atlantic, St. Lawrence and Great Lakes Regions.

Signed at Montreal, Quebec this 24th day of January 1986.

FOR THE COMPANY:

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

FOR THE UNION:

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

## APPENDIX VII

January 14, 1987

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

Mr. P.A. Legros  
System Federation  
General Chairman  
Brotherhood of Maintenance  
of Way Employees  
Suite 300  
353 Dalhousie Street  
Ottawa, Ontario  
K1N7G1

Gentlemen:

This refers to your proposal concerning accommodations for employees who are required to relocate as a result of displacements which were brought about by fluctuation of traffic or by a technological, operational or organizational change.

As the Brotherhood explained it, there were problems at certain isolated or sparsely populated areas where housing was either difficult to find or required some time to secure. Although you were not in a position to specifically identify each of these locations, you were nevertheless prepared to undertake a review of this situation.

The parties have therefore agreed to meet during the closed period of the contract to consider ways and means to enter into some arrangement for those locations which will be identified by the Brotherhood. It is understood that such arrangements will not place an unreasonable economic burden upon the Company.

In the meantime, the Company may provide an employee at an isolated or sparsely populated location with accommodation for a temporary period of up to two months in the form of a boarding car or bunkhouses where employees are in the process of relocating but where there may be a delay before permanent relocation is made.

In making this commitment, there may be times when such boarding facilities are not available and no assistance will be provided. In such instances, the Company Officer concerned will, upon request, discuss the problem with the Brotherhood Representative involved. In any event it should be understood that the final determination as to where and when boarding cars will be supplied will continue to rest with appropriate Company Officers.

Will you please indicate your concurrence with the above by signing in the space provided below.

Yours truly,

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

**(Sgd) G. Schneider**  
System Federation  
General Chairman  
Western Lines

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

## APPENDIX VIII

### CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees governing the rate of pay applicable to Track employees responsible for the protection of track units or track work.

**IT IS AGREED** that Track employees working in a classification lower than that of a Foreman, shall be compensated at the rate of pay of a Track Maintenance Foreman pursuant to the provisions of Article 6.1 (A) of Supplemental Agreement 10.8 when assigned the duties of handling CROR Rule 42 or Track Occupancy Permits (TOP).

It is understood that such employees will be deemed as assigned the duties of handling CROR Rule 42 or TOP when identified as the Foreman on the form prescribed by the Operating Rules for such protection.

This rate of pay will be paid solely for the actual time that the employees are engaged in the performance of the duties directly related to the protection of track units or track work, such as:

- Establishing the requirements of Rule 42 or TOP protection by consulting with the Foreman in charge of the work regarding the nature of the work, tracks affected, mileage limits, time limits, etc.

- Arranging for the protection with the Rail Traffic Controller and providing for placement and removal of flags in accordance with the Operating Rules.

- Ensuring the employees protected by Rule 42 or by TOP have a thorough understanding of the protection, i.e. mileage limits, tracks affected, time limits, etc.

- Developing with the employees protected by Rule 42 or by TOP a thorough understanding of procedures for clearing trains through the work limits.

- Handling the radio communications with train traffic and the Rail Traffic Controller.

- Notifying the Foreman in charge of work protected by Rule 42 or TOP of approaching trains and acting on that Foreman's instructions.

This Memorandum of Agreement is subject to cancellation on sixty days' written notice by either party to the other.

Signed in Montreal, Quebec, this 16th day of September, 1993

FOR THE COMPANY:

**(Sgd) Mark M. Boyle**

For : Assistant Vice-  
President Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) R.A. Bowden**

System Federation  
General Chairman  
(Eastern Lines)

APPENDIX IX

APPENDICES APPLICABLE TO EXTRA GANG LABOURERS AND  
ATTENDANT

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the recognized seasonal working period for employees working in the classifications of Extra Gang Labourers and Attendant (formerly covered by Supplemental Agreement 10.13).

1. IT IS AGREED that Extra Gang Labourers and Attendants will be considered Seasonal Employees under Article 10 of the Employment Security and Income Maintenance Plan. The recognized seasonal working period for these employees shall be:

April 15 to November 30 for the territory from Kamloops west on the main line, including Kamloops and Vancouver Island;

and

April 15 to November 15 for the remainder of the System.

2. This Memorandum of Agreement supersedes all previous Memoranda of Agreement, Letters of Understanding and Letters of Agreement with respect to seasonal working periods for the employees covered herein.

Signed at Montreal, Quebec, this 14th day of April 1996.

FOR THE COMPANY:

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

FOR THE BROTHERHOOD:

**(Sgd) RA. Bowden**  
System Federation  
General Chairman  
Eastern Federation

**(Sgd) G. Schneider**  
System Federation  
General Chairman  
Western Federation

## APPENDIX X

### ATLANTIC, ST. LAWRENCE AND GREAT LAKES REGIONS

**MEMORANDUM OF AGREEMENT** between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the establishment of a **Bus Driver / Extra Gang Labourer** classification on the Atlantic, St. Lawrence and Great Lakes Regions.

**IT IS AGREED THAT** effective 1 April 1989:

1. The following classification and rate of pay will be established on the Atlantic, St. Lawrence and Great Lakes Regions:  
  
Bus Driver / Extra Gang Labourer  
  
13.065 \$per hour
2. A notice advertising vacancies in the classification of **Bus Driver I 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 I 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 I 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.



8. Employees working Bus Driver / Extra Gang Labourer positions may have the starting time of the first day of their work cycle changed to coincide with the departure time of the bus. Such employees may also have the starting time of the last day of their work cycle changed to ensure sufficient rest period to the departure time of the bus.
9. A Bus Driver / Extra Gang Labourer may be required to perform other duties within the maintenance of way department when not required to operate a bus.
10. Except as otherwise provided herein, an employee working in the **Bus Driver / Extra Gang Labourer** classification will be governed by the provisions of Agreement 10.1 and supplemental Agreement 10.13.
11. All practices, understandings or agreements which may exist on the Atlantic, St. Lawrence and Great Lakes Regions with respect to Production Gang Bus Drivers are hereby cancelled.
12. This Memorandum of Agreement shall become effective on the date of signing and shall remain in effect thereafter from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Such cancellation notice may only be served during the period October 15 to November 15 in any year.

Signed at Montreal, Quebec this 21st day of April 1989.

FOR THE COMPANY:

**(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 UNITED STEELWORKERS Union, Local 2004**

**Governing**

**Rates of pay and Rules for  
Bridge and Structure Employees**

**Supplemental to Agreement 10.1**

**Effective January 1, 2004**

**Revised and Reprinted 2005**

**(Version française disponible sur demande)**

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## ARTICLE 1

### Coverage and Definition of Employee

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## ARTICLE 2

### Seniority Status and Lists

2.1 Intentionally left blank

2.2 Intentionally left blank

2.3 Employees appointed to higher classifications by bulletin will be accorded a seniority date from the date of appointment on bulletin in such classification and in all lower-rated classifications as defined in Articles 2.5 or 2.6 or 2.7 below in which they are qualified to work, and in which they have not previously established seniority.

#### Definitions

#### **B&S Foreperson and Painter Foreperson**

#### **2.4**

a) Employees who are required to lead, guide and direct other employees in the proper and safe performance of their work. Such employee must interpret drawings, prepare cost estimates, make sketches as well as work at heights and do administrative work. In addition, the employee must hold a valid Canadian Rail Operating Rules (CROR) qualifications and must possess an appropriate driver's licence.

#### Trades-worker Foreperson

b) In addition to Article 2.4a) above, these employees may be required to hold a provincial permit or certificate to practice in their respective trade.

Skilled Trades-workers (Bench Carpenter, Blacksmith, Bricklayer, Electrician, Mason, Plasterer, **Plumber/Pipefitter**, Pump Repairer, Tinsmith, Welder, etc.)

c) Employees who may be required to hold a valid provincial permit or certificate to work in their respective trades. Such employee is required to develop cost estimates, work from drawings and make sketches. In addition, they are required to take-off and order materials, work at heights and may be required to obtain an appropriate driver's licence. These employees may be required to

secure a valid Canadian Rail Operating Rules (CROR) qualifications.

#### Carpenter

- d) Employees qualified to work on buildings, bridges, culverts, falseworks, scaffolding and other related work. Such employees are required to have a proper kit of necessary tools to carry out the work of their trade and they must be able to work from drawings and take-off and order materials. They may be required to secure a valid Canadian Rail Operating Rules (CROR) qualifications and an appropriate driver's licence.

#### Bridgeperson

- e) Employees who are able to handle the necessary tools and are qualified to work on buildings, bridges, culverts and other related work. Such employees are able to take-off and order materials and work at heights. In addition, they may be required to secure an appropriate driver's licence as well as a valid Canadian Rail Operating Rules (CROR) qualifications.

#### Painter

- f) Employees who are qualified in surface preparation and applications of all kinds of coatings. Such employees are required to order materials, erect scaffolding and work at heights. In addition, they may be required to secure an appropriate driver's licence and a valid Canadian Rail Operating Rules (CROR) qualifications.

#### Helper

- g) Employees assigned to assist other employees specified herein. Such employees may be required to work at heights and secure a valid Canadian Rail Operating Rules (CROR) qualifications within a two-year period. In addition, they may be required to secure an appropriate driver's licence.

Note 1: In the case where a vehicle is assigned to a particular gang, two employees in the gang **will** be required to hold an appropriate driver's license. Where two vehicles are assigned to a particular gang three employees will be required to hold an appropriate driver's license.

Note 2: The above definitions are for description purpose only and are not intended to restrict or limit the assignment of duties. Therefore, no grievances can be initiated with respect to the above definitions.

Promotion:

**2.5** The lines of promotion for Bridges and Structures (B&S) employees shall be limited to each of the groups (A) to (D) as follows:

**B & S** Classifications

- (A) Labourer
- Helper
- Bridgeperson
- Carpenter
- Bench Carpenter (optional)
- Foreperson

**Plumber/Pipefitter** Classifications

- (B) Helper
- Plumber/Pipefitter
- Plumber/Pipefitter Foreperson

Painter Classifications

- (C) Helper
- Painter
- Painter Foreperson

Other Skilled Trade Classifications

- (D) Helper
- Trade-worker
- Trade-worker Foreperson

**Note:** Helpers identified in groups A, B, C and D above will only be permitted to exercise their displacement rights within their own group.

**2.6** The classifications for Steel Bridge employees shall be as follows:

- 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  
Masonryworker

**Special rules for Divers**

**2.8**

- a) Employees who, in Management's opinion, qualify as Divers shall have their names added to the Divers' seniority list on the date they qualify as Divers.
- b) Employees holding seniority in this supplemental Agreement shall receive preference in filling positions of Diver provided they are qualified to train as Divers. In the event no qualified applicants are available to train as Divers new employees may be taken into the service.
- c) The Company and the Brotherhood recognize the desirability of having qualified employees exercise their diving skills regularly. To this end, diving work may be distributed among qualified Divers as nearly as possible on an equal time basis.
- d) Employees working as Divers covered by this Supplemental Agreement cannot be displaced by employees from another Maintenance of Way Agreement, who do not hold seniority as Divers under this Supplemental Agreement, and will, when not actually engaged in diving operations, return to their regularly assigned position and rate of pay.
- e) Employees working as Divers covered by this Supplemental Agreement awarded positions covered by another Maintenance of Way Supplemental Agreement by bidding on bulletined positions will have their seniority rights protected until they can be released from such service to take the awarded position.
- f) Employees when required to travel from their regular assigned position to perform diving work at other points on the Region, will be allowed travelling and waiting time at pro rata rate during the hours of regular assignment. Necessary actual expenses will be allowed while away from Headquarters.

## ARTICLE 3

### **Bulletining and Filling Positions**

#### **3.1**

- a)** Except as otherwise provided in Article 15.7 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 Unit Chairperson and USW Division Vice-president 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 Unit Chairperson. 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 Unit Chairperson 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			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>B &amp; S Forces</b>				
B & S Foreperson	23.27	23.97	24.69	25.68
<b>Bench Carpenters, Plumbers/ Pipefitters, Tinsmiths, Welders, Electricians</b>				
Less than 2 yrs' experience	21.31	21.95	22.61	23.51
2 & under 3 yrs' experience	21.82	22.47	23.14	24.07
3 & under 4 yrs' experience	22.39	23.06	23.75	24.70
4 or more yrs' experience	22.96	23.65	24.36	25.33
Painter Foreperson	21.55	22.20	22.87	23.78
<b>Carpenters</b>				
Less than 1 yrs' experience	21.15	21.78	22.43	23.33
1 and under 2 yr experience	21.36	22.00	22.66	23.57
2 or more year's experience	21.55	22.20	22.87	23.78
<b>Painters</b>				
Less than 1 yrs' experience	20.64	21.26	21.90	22.78
Thereafter	20.92	21.55	22.20	23.09
<b>Bridgeperson</b>				
Less than 1 yrs' experience	18.83	19.39	19.97	20.77
1 & under 2 yrs' experience	19.49	20.07	20.67	21.50
2 or more yrs' experience	19.81	20.40	21.01	21.85
Helpers of all classes of Trades-workers	18.44	18.99	19.56	20.34
<b>Labourers</b>				
First year service	17.42	17.94	18.48	19.22
Second year's service	17.71	18.24	18.79	19.54
Thereafter	17.88	18.42	18.97	19.73

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			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>B &amp; S Foreperson</b>	24.46	25.19	25.95	26.99
<b>Painter Foreperson</b>	21.98	22.64	23.32	24.25
<b>Carpenters</b>				
Less than 1 year's experience	21.57	22.22	22.89	23.81
1 and under 2 year experience	21.78	22.43	23.10	24.02
2 or more years' experience	21.98	22.64	23.32	24.25
<b>Painters</b>				
Less than 1 year's experience	21.06	21.69	22.34	23.23
Thereafter	21.35	21.99	22.65	23.56
<b>Bridgeperson</b>				
Less than 1 year's experience	19.25	19.83	20.42	21.24
1 and under 2 year experience	19.92	20.52	21.14	21.99
2 or more year's experience	20.23	20.84	21.47	22.33

**6.1.3**

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>Bridgetenders</b>				
Group No. 1				
Beloeil	18.46	19.02	19.59	20.37
Atherley	18.46	19.02	19.59	20.37
Washago	18.46	19.02	19.59	20.37
Rainey Lake	18.46	19.02	19.59	20.37
Fraser River	18.46	19.02	19.59	20.37
Kam River Bridge	18.46	19.02	19.59	20.37

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>Group No. 2</b>				
Chambly	18.09	18.63	19.19	19.96
Cantic	18.09	18.63	19.19	19.96
Trenton	18.09	18.63	19.19	19.96

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>Bridge Foreperson</b>	24.59	25.33	26.09	27.13
<b>Bridge Worker/Welder</b>	24.18	24.91	25.66	26.69
<b>Bridge Worker:</b>				
1st Year	21.87	22.53	23.21	24.14
2nd Year	22.93	23.62	<b>24.33</b>	<b>25.30</b>

CLASSIFICATION	EFFECTIVE			
	01/01/04 \$	01/01/05 \$	01/01/06 \$	01/01/07 \$
<b>Steel Bridge Foreperson</b>	<b>25.76</b>	<b>26.53</b>	<b>27.33</b>	<b>28.42</b>
Steel Bridge Worker/Welder	24.62	25.36	26.12	27.16
Steel Bridge Worker	24.32	25.05	25.80	26.83

### 6.1.5 Masonry Employees

CLASSIFICATION	EFFECTIVE			
	01/01/04	01/01/05	01/01/06	01/01/07
	\$	\$	\$	\$
Asst. Masonry Foreperson	23.27	23.97	24.69	25.68
Masonry Worker				
Less than 1 year's experience	21.87	22.53	23.21	24.14
Thereafter	22.54	23.22	23.92	24.88

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			
	01/01/04	01/01/05	01/01/06	01/01/07
	\$	\$	\$	\$
Asst. Masonry Foreperson	24.24	24.97	25.72	26.75
Masonry Worker				
Less than 1 year's experience	<b>22.29</b>	22.96	23.65	24.60
Thereafter	24.24	24.97	25.72	26.75

### 6.1.6 Cooks and Cookees

CLASSIFICATION	EFFECTIVE			
	01/01/04	01/01/05	01/01/06	01/01/07
	\$	\$	\$	\$
Cooks	17.22	17.74	18.27	19.00
<b>Cookees</b>	14.23	14.66	15.10	15.70

Special Rules for Bridge and Structure Employees as defined in Article 2.4 and 2.5.

**6.2** Four or more years' experience as a Helper will count, upon promotion to the trades-persons' classification, as two years' experience as a tradesperson.

**6.3** Experience gained while working as a Carpenter will also count as experience upon promotion to a Bench Carpenter position. An employee's rate will not be reduced as a result of such promotion.

**6.4** 254 days' work, including probationary period specified in Article 2.1 shall constitute one year's service.



**6.5** Employees who, on entering the service can show evidence that they have, in accordance with the provisions of Article 7 hereof, received the training and are qualified in any of the classifications referred to in Article 6.1.1, shall upon filling a position in such classification be paid the starting rate applicable to a qualified employee in that classification.

**6.6** Bridge and Structure employees employed as Carpenters and who are required to perform cabinet making and planing mill work shall be paid under the same provisions as for Bench Carpenters.

**6.7** Rates provided for bridge and structure gang labourers will not apply to casual labourers temporarily employed as such, provided that regular bridge and structure department employees laid off on account of reduction of staff, who take jobs as labourers and are available for service the year round, shall be paid bridge and structure gang labourers' rates.

**6.8** Except as otherwise provided in Article 7.8, employees required to relieve a Foreperson temporarily will receive the Foreperson's rate of pay as specified in Article 6.1. When such employees are required to be absent from their place of residence to fill other than a bulletined vacancy, they shall be paid expenses incurred up to \$15.00 per day. If such position is not filled under the provisions of Article 15.10 of Agreement 10.1 or Article 3.4(a) of this Agreement, then the Company shall have the right to fill a Foreperson's vacancy, which is not bulletined, by an employee living at the location where the vacancy occurs. Such employee may be displaced by a senior qualified employee. In such instance, the latter shall not be entitled to the daily expense allowance referred to in this Article.

#### **Special Rules for Masonry Employees**

**6.9** Assistant Masonry Foreman and Masonry Worker will require proficiency in:

- Pneumatic Drilling
- Rough Carpentry
- Blacksmithing
- Grout Mixing
- Pressure Grouting Technique
- Operation and ordinary maintenance of mixing machine, pumps, air compressors and other miscellaneous equipment.

#### **Special Rules for Steel Bridge Employees.**

**6.10** Canadian employees covered by this Agreement performing work in the United States will be paid either the U.S. or Canadian rate whichever is the greater. They will be governed by the working conditions of the then current U.S. Agreement.

## ARTICLE 7

### Training

This Article does not apply to the classifications of Cooks, **Cookees** and Divers.

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

- (a) Regular employee: An employee holding the position of a B & S Foreperson, Paint Foreperson, B & S Carpenter, Bridgeperson, Painter, Welder, Assistant Masonry Foreperson, Masonry Workers, Assistant Steel Bridge Foreperson and Steel Bridge Worker prior to May 1st, 1981, or an employee becoming qualified as a Bridgeperson, Steel Bridge Worker or Masonry Worker pursuant to paragraph(b) below.
- (b) Trainee: Employees establishing seniority as a Bridgeperson, Steel Bridge or Masonry Worker on or after May 1st, 1981. Such employee shall be regarded as a Trainee until they become fully qualified as a Bridgeperson, Steel Bridge or Masonry Worker, after which they will be regarded as regular employees.

**7.2** Trainees must qualify prior to accumulating two years of cumulative compensated service. Trainees who fail twice on the applicable B & S test during such two-year period will be released from service. In the case of employees holding seniority on a position not included in this training program prior to May 1st, 1981, or an employees who transferred from another sub-department in Maintenance of Way service, such employees may, if their seniority and former agreement permit them, return to their former position.

**7.3** Employees in classroom training will be provided with suitable housing accommodation. When meals are not provided by the Company actual reasonable expenses will be allowed.

**7.4** Employees receiving training at a location away from their home and who leaves and returns to their home location daily, will be allowed their meals at the training centre when previously arranged with the person in charge of the training centre.

**7.5** Intentionally left blank

**7.6** Where practical, B & S personnel in training will receive on-the-job training, attend instruction classes, and be given examinations during regular working hours. Where it is impractical to arrange hours so that a combination of hours worked in the shop and classroom hours does not exceed a spread of 8 hours excluding the meal period, then the accumulation of classroom hours may be arranged. The time off duty in

lieu of this accumulation of hours shall be arranged to meet operational requirements.

## ARTICLE 8

### Special rules for the Cook and Cookee classifications

#### Work Day & Assignment of Rest Days

**8.1** When members of the gang are not working on rest days or general holidays, Cooks and/or Cookees who are required, by order of the proper officer of the Company, to work such days will be paid for actual time worked with a maximum of eight (8) hours at overtime rates.

**8.2** Except as provided in Article 8.1, employees will be paid a maximum of two (2) hours per day, at the rate of time and one-half, more than the employees in the gang. Not more than two (2) hours in excess of regular work day hours of the gang will be allowed in cases where employees in the gang are, subject to the provisions of Article 21.10 of Agreement 10.1, working in excess of regular hours on certain days of the week in order to permit them to take transportation to and from their homes on weekends.

Signed at Montreal, Quebec, this 8<sup>th</sup> day of December, 2005

FOR THE COMPANY:

**(Sgd.) Kim Madigan**  
Vice-president  
Labour Relations, North-  
America

FOR THE UNITED  
STEELWORKERS, Local  
2004

**(Sgd) R.S. Dawson**  
President, USW Local 2004

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