

MEMORANDUM OF AGREEMENT

Dated 10 March, 1995

Between

THE CANADIAN NATIONAL RAILWAY COMPANY

And

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

***THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS -
Council No. 11***

Governing

Rates of Pay and Working Conditions covering the period

from 1 May, 1995 to 30 April, 2000

for Non-Operating Employees on

The Northern Quebec Internal Short Line

Preamble

This agreement is based on cooperation being fundamental to the restructuring of the long standing pattern of labour relations in the industry. It is the duty of the Company and the Unions to cooperate fully for the benefit and advancement of all stakeholders in the Northern Quebec internal short line territory.

As this agreement represents a substantial change for both parties, the parties recognize that situations will arise which are not fully covered by this agreement. When these situations occur, the parties agree to meet in order to promptly address such situation.

Where the term Northern Quebec Internal Short Line appears, it shall be understood to include the following subdivisions:

- Lac St.Jean Subdivision between milepost 1.30 and 203.50;
- Roberval Subdivision between milepost 0.00 and 57.50;
- Cran Subdivision between milepost 0.00 and 133.20
- Chapais Subdivision between milepost 0.00 and 78.06
- Chapais Subdivision between milepost 169.4 and 199.1
- Matagami Subdivision between milepost 0.00 and 63.1
- Val d'Or Subdivision between milepost 0.00 and 101.2
- Taschereau Subdivision between milepost 0.00 and 181.42
- St.Maurice Subdivision between milepost 0.00 and 257.2
- La Tuque Subdivision between milepost 71.5 and 125.4

The portion of the Chapais subdivision between milepost 72.06 and 78.06 is protected from abandonment until July 7, 1996 at which time the National Transportation Agency will either order continued operation of the line for a limited period or order the abandonment of this segment. The portion of the Taschereau subdivision between milepost 99.00 and 181.42 is subject to immediate abandonment once that the Order-In-Council is lifted.

ARTICLE 1

Management Rights

- 1.1 It is Management's right to determine the means, methods, processes, materials, and schedules of production; to fully utilize its workforce and equipment; and to optimize the efficiency of its operations.

ARTICLE 2

Coverage

- 2.1 Unless otherwise provided, this Agreement covers all Maintenance of Way Employees and International Brotherhood of Electrical Workers Council N° 11 working on the Northern Quebec Internal Short Line.
- 2.2 The use of the word “days” will mean calendar days unless otherwise indicated herein.
- 2.3 This Agreement shall be for a duration of five (5) years commencing on the date of the signing and shall be continued from year to year thereafter unless either party gives notice in writing to the other within ninety (90) days prior to each anniversary date thereafter of that party’s intention to terminate this Agreement or negotiate revisions hereto.

2.4 RECOGNITION

The Company recognizes that the Brotherhood of Maintenance of Way Employees is the sole and exclusive bargaining agent for all Maintenance of Way employees and the International Brotherhood of Electrical Workers System Council No. 11 is the sole and exclusive bargaining agent for all signals and communications employees.

ARTICLE 3

Hours of Service and Meal Period

- 3.1 Eight consecutive hours, exclusive of meal period (which shall be one hour unless otherwise agreed to between the employees and the supervisor involved) shall except as otherwise provided, constitute a day’s work.
- 3.2 Regular day shifts shall start at or between 0600 and 0800.
- 3.3 Regular assignments shall have a fixed starting time which will not be changed without thirty-six (36) hours’ notice to the employees affected. Employees’ time will start and end at the designated points agreed to between the General Chairman and the appropriate Company Officer.
- 3.4 Any change in starting time is subject to employees being afforded eight hours’ rest between tours of duty.
- 3.5 When eight hours of continuous service are required in regular operations, twenty minutes will be allowed for a meal without loss of pay when the nature of the service permits.
- 3.6 Employees’ time will start and end at designated assembly points as determined in paragraph 3.3.

- 3.7 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 4

Hours of Rest

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

ARTICLE 5

Work Week

- 5.1 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 week may be staggered in accordance with the Company's operational requirements after consultation with the General Chairman / Federation Chairman. 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.
- 5.2 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.
- 5.3 Various work cycle arrangements may be established by mutual agreement between the appropriate officer of the Company and the General Chairman. Such work cycle variations may include 4 work days (10 hours each) followed by 3 rest days, 8 work days (10 hours each) followed by 6 rest days, etc. Where such agreement is reached the parties will make application in accordance with the provisions of the Canada Labour Code.

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

ARTICLE 6**Assignment of Rest Days**

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

ARTICLE 7**Pay for Work in Another Classification**

- 7.1 Employees temporarily assigned to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily assigned to a higher rated classification shall receive the wage rate of the higher classification.

ARTICLE 8**Overtime and Calls**

- 8.1 All time worked outside of the regularly assigned eight (8) hour shift on any day will be paid at the rate of time and one half. This paragraph is subject to provisions of paragraph 5.3.
- 8.2 Overtime work shall be distributed as equitably as possible among the employees who normally perform the work. The Company will provide the Union records when so requested. Any employee refusing overtime work shall have the offered time recorded as time offered. For the IBEW Council N^o 11, this paragraph is subject to the provisions of Article 31.
- 8.3 All employees shall be offered the overtime work on an equal basis, based on the available work.

Overtime will be assigned based on the following criteria:

- 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. For the IBEW Council N^o 11, this paragraph is subject to the provisions of Article 31.

- 8.4 Upon agreement between the employee and supervisor, instead of payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime, at the rate of 1 1/2 hours off for every 1 hour worked. An employee may accumulate up to a maximum of five (5) working days, which may be taken off at a time agreed upon by the supervisor.
- 8.5 Employees called 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 their 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 time and one-half on a minute by minute basis.

ARTICLE 9

General Holidays

- 9.1 The following general holidays shall be observed:

New Years Day
the day following the day taken for New Years Day
Good Friday
Victoria Day
National Holiday
Canada Day
1st Monday in August
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- 9.2 When a general holiday occurs during an employee's vacation, the employee shall be entitled to one (1) extra day as vacation with pay.
- 9.3 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.

- 9.4 Employees who are required to work on such general holiday shall be given an advance notice of four (4) days, except for unforeseen requirements 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.

In order to qualify for pay for any one of the holidays specified in paragraph 9.1, an employee:

- 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 an employee who is required to work on the holiday;
- b) must be available for duty on such holiday if it occurs on a work day, excluding vacation days.

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

A regular assigned employee 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 the employee will be notified not later than the completion of the shift or tour of duty immediately preceding such holiday that the employee's 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 an employee who is 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 sub-paragraph 9.4 c)

- 9.5 Employees who are required to work on a general holiday shall be paid, in addition to the pay provided in this agreement 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.
- 9.6 Employees qualified under paragraph 9.4 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.

ARTICLE 10**Bulletining and Filling Positions**

- 10.1 When vacancy occurs for which a replacement is required or a new position is created within the Bargaining Unit on the Northern Quebec Internal Short Line, the Company shall distribute, to all employees working on the Northern Quebec Internal Short Line, a notice of the position. A copy of the notice shall be delivered to all Local Chairmen and General Chairmen.
- 10.2 The name of the successful applicant shall be posted for the information of all employees working on the Northern Quebec Internal Short Line. All Local Chairmen/ General Chairmen shall be provided with names of successful applicants. If no candidate is appointed then the Local Chairman/General Chairman shall be so notified.
- 10.3 The notice of posting referred to (above) shall contain the following information:
- (1) duties of the position;
 - (2) qualifications required;
 - (3) hours of work;
 - (4) salary;
 - (5) rest days; and
 - (6) work locations
- The job requirements as determined must be relevant to the position.
- 10.4 Senior qualified employees within each Bargaining Unit on the Northern Quebec Internal Short Line will be given first preference over qualified employees from other Bargaining Units when filling new positions or vacancies.
- 10.5 When a job is filled in accordance with the job posting procedure, the successful employee will undergo a reasonable trial and instruction period. Employees within any Bargaining Unit will be given consideration over new employees when a position is bulletined in another Bargaining Unit.
- 10.6 Employees who have been appointed pursuant to this Article, and who fail to meet the requirements of the job to which they have been promoted, shall return to their former position and they shall not lose their seniority in their former classification.
- 10.7 Bulletined positions may be filled temporarily by an immediately available employee pending the assignment of the successful applicant.

- 10.8 Appointments shall be made by the supervisor issuing the bulletin. Employees will be awarded positions in order of seniority provided they are qualified. The name of the appointee and seniority number will be shown on 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 if, due to unforeseen circumstances, the employee cannot be released to assume the position.
- 10.9 Any appeal against appointment must be made in writing within twenty-eight days from date of issue of award bulletin covering such appointment.
- 10.10 Employees will not be permitted to bid on any temporary vacancy in a lower classification prior to obtaining a regular position in such classification.
- 10.11 Employees not holding a permanent position in the classification in which they are working will forfeit their seniority in such classification coincident with a junior employee being awarded a permanent position in that classification.
- 10.12 A vacancy created as a result of an employee being on a leave of absence for illness or injury which is required to be filled will be advertised as temporary. Should the employee not return to work for a period of one year, the position, if required, will then be advertised as permanent unless otherwise agreed with the General Chairman. If such employees return to work after one year, they will be required to exercise their displacement rights.
- 10.13 Employees obtaining temporary vacancies of forty-five (45) days or more by bid in their own classification will be required, at the conclusion of such temporary vacancies, to revert to their permanent position, or to displace a junior employee filling a temporary vacancy in the same classification.

ARTICLE 11

Seniority

- 11.1 Seniority lists shall be prepared by the Company as of one month after the creation of the Internal Short Line and on each 31 January thereafter annually and posted at each location where covered employees are located and a copy forwarded to all Local Chairmen/General Chairmen. Such lists are to be in seniority sequence and will include Company Service date and classification.
- 11.2 Seniority lists shall be open for correction for a period of one hundred and twenty (120) calendar days on presentation in writing of proof of error by the employee or union representative to the employee's immediate supervisor.

- 11.3 Except by agreement between the General Chairman / System Federation General Chairman and the appropriate Company Officer, seniority standing shall not be changed following the one hundred and twenty day period.
- 11.4 The parties agree to establish a mechanism that allows an employee to hold seniority in more than one Bargaining Unit.
- 11.5 Except as otherwise provided, employees who, while occupying a position in a lower classification, fail to exercise seniority to a bulletined position in a higher classification, shall forfeit their seniority in such higher classification.
- 11.6 New employees shall not be regarded as permanently employed until they have completed 90 days actually worked. In the meantime, unless removed for cause which, in the opinion of the Company renders them undesirable for its service, employees shall accumulate seniority from the date they entered employment with the Company in the Bargaining Unit.
- 11.7 Employees who obtain a position in their own Bargaining Unit on the Northern Quebec Internal Short Line by bid in a lower classification when work is available in a higher classification shall forfeit their seniority in all higher classifications.
- 11.8 Employees occupying temporary positions 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 job.
- 11.9 An employee working a position in another Bargaining Unit on the Northern Quebec Internal Short Line will be required to maintain dues payments to the appropriate Bargaining Unit. The parties agree to establish a process for determining the "Appropriate Bargaining Unit".
- 11.10 The names of employees who have been, or are promoted to official or excepted positions with the Company will be continued on the seniority list for the group from which promoted, and they shall retain their seniority rights and continue to accumulate seniority while so employed provided they maintain dues payments to the appropriate Bargaining Unit on the Northern Quebec Internal Short Line. If released from such official or excepted positions within a period of one year, they may return to their former positions; after one year they may only displace the junior employee or bid a vacancy in their seniority group on their basic seniority territory.

Note:

This paragraph is subject to the provisions of Section 254.1 of the Canada Labour Code and the following: Employees filling positions of a supervisory or confidential nature not subject to all the rules of the applicable Agreement as may be mutually agreed between designated officers of the individual Railway and the Organization concerned shall be excepted from dues deduction.

ARTICLE 12

Staff Reduction and Recall to Service

- 12.1 Not less than fourteen calendar days advance notice will be given when regularly assigned positions are to be abolished, except in the event of an act of God, a strike or a work stoppage by employees in the railway industry, in which case a shorter notice may be given.
- 12.2 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. The General Chairman concerned will be provided with a list of the affected positions and incumbents.
- 12.3 When employees' regular assignments are abolished while they are working on a temporary vacancy they will be required to declare their displacement rights onto another regular assignment within 72 hours of being so notified.
- 12.4 Laid-off employees who desire to return to the service when work is available must keep the appropriate officer advised of their address and telephone number, in order that they may be readily located, provided they have maintained union dues payments direct to the union.
- 12.5 If an employee is laid off and unable to hold any work on the Northern Quebec Internal Short Line, such employee shall have all rights as per Agreement 10.1 for BMW and Agreement 11.1 for IBEW.

Note:

This paragraph is subject to the provisions of the Flow Back agreement between the Bargaining Units and the Northern Quebec Internal Short Line.

ARTICLE 13

Discipline and Grievance Procedure

- 13.1 The parties agree that Articles 18 and 19 of Agreement 10.1 applies for the BMW and Article 11 of Agreement 11.1 applies for the IBEW except as otherwise provided herein. Within 6 months of the commencement of operations, the Advisory Council/In Term Committee will agree to a revised discipline and grievance procedure.
- 13.2 The parties agree that the Advisory Council/In Term Committee will review all discipline problems. All matters pertaining to such committee shall be in strictest confidence.

- 13.3 The grievance procedure is amended to allow the following as a prelude to Step I of the grievance process. Employees shall confer with their immediate supervisor within five (5) working days of the occurrence of the disputed situation. The Local Chairman may be present at this conference.

ARTICLE 14

Leave of Absence

Bereavement Leave

- 14.1 Upon the death of an employee's spouse, child, parent, brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister or grandparent, the employee shall be entitled to three days' bereavement leave without loss of any pay provided the employee 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.

Definition of Eligible Spouse:

The person who is legally married to 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.

- 14.2 Employees attending court or investigations at the request of the appropriate 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.
- 14.3 The Company may grant "leave of absence" without pay, to any employee for a legitimate personal reason (including education), and such leave will not be unreasonably withheld. To be valid, every application must be submitted in writing and approved by the Company in writing, a copy of which will be furnished to the General Chairman. Employees on a valid "leave of absence" shall not be considered to have been laid-off and their seniority shall continue to accumulate during their absence. The Company will not unreasonably deny a written request for an extension to a leave of absence. Employees must maintain and remit directly to the union all dues payments while on leave of absence.

- 14.4 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 to the General Manager of the Northern Quebec Internal Short Line. Pass transportation will be granted in accordance with Company policy.

NOTE:

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

- 14.5 Employees shall be granted free pass transportation in accordance with the Company policy.
- 14.6 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 appropriate officer.
- 14.7 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.
- 14.8 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 Weekend Travel Assistance letter as per Appendix XIII of Agreement 10.1 for BMW and Appendix R of Agreement 11.1 for IBEW
- 14.9 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.
- 14.10 Where an automobile mileage allowance is paid, such allowance shall be 28 cents per kilometer.

ARTICLE 15

Meals and Lodging

- 15.1 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:
- (i) Company provided meals or a daily meal allowance of \$28.29 and accommodations based on double occupancy where practicable or
 - (ii) Reasonable expenses for meals and lodging which necessarily incur for each day the employee are scheduled for work at the direction of the Company. Reasonable expenses for meals and lodging will be \$68.00 per diem.

The above allowances will be adjusted by the Advisory Council to reflect local and seasonal conditions and/or any agreed to changes to the master agreement.

Note:

Reimbursement may be made through Direct Deposit System (D.D.S.) once per pay period by adding it to their regular wage 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 article is limited to those employees required to be absent from their headquarters, boarding cars, or employees without a headquarters, from their place of residence, to work at a location which is more than 40 miles in one direction (80 miles return) from their place of residence by the most direct route.

The per diem payment will supersede any form of living, meals and/or transportation expense or allowance which is provided for by the Company.

- 15.2 Employees required to stay in a bunk car or equivalent accommodation i.e. kitchen/diner with cook/foreman sleeper unit will be afforded \$15.00 each per diem allowance for expenses. The allowance will apply each day the employees are required to remain at the temporary location.

ARTICLE 16

Vacation With Pay

- 16.1 Article 25 of Agreement 10.1 will apply for BMW and Article 16 of Agreement 11.1 will apply for IBEW.

ARTICLE 17
Shift Differentials

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

ARTICLE 18
Compensation for Additional Positions or Classifications

18.1 When additional positions or classifications are created, compensation shall be fixed in conformity with agreed rates for similar positions or by agreement between the General Chairman / System Federation General Chairman and the General Manager of the Northern Quebec Internal Short Line.

ARTICLE 19
Injured on Duty

19.1 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for the 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 the full shift.

ARTICLE 20
Paid Maternity Leave Plan

20.1 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 21
Dental and Extended Health Care Plans

21.1 The Dental Plan shall be that Plan established by the Dental Plan Agreement dated November 30, 1979, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

21.2 The Extended Health Care Plan is established by the Extended Health Care Plan Agreement dated December 9, 1982, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

ARTICLE 22

Contracting Out

22.1 It is the intent of the parties not to contract out Bargaining Unit work on the Northern Quebec Internal Short Line. In instances wherein contracting out is necessitated, Article 33 of Agreement 10.1 and / or Article 29 of Agreement 11.1 will apply.

ARTICLE 23

General

23.1 The Company and the Union agree that employees will be assigned any work for which they are familiar and qualified or can be trained to perform. Training programs shall be offered by the Company and discussed with the Union prior to their implementation.

23.2 Although the intent of this agreement is to encourage the composite employees, the Unions do not surrender any representation rights to their historical exclusivity to bargaining representation. It is understood that employees from one Bargaining Unit may do work in another Bargaining Unit for periods of up to 30 consecutive calendar days.

23.3 An employee shall be granted leave with pay to take courses at the request of the Company. The Company shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary traveling and subsistence expenses, and other legitimate expenses where applicable.

ARTICLE 24

Advisory Council / In Term Committee

24.1 The Company and all Unions on the Northern Quebec Internal Short Line agree to the establishment of a Committee which shall meet as may be agreed to by the parties, to deal with business issues affecting the membership of the unions and problems arising from the administration of the Agreement.

- 24.2 The Committee shall consist of eight members, four of whom shall be appointed by the Unions and four of whom shall be appointed by the Company. The parties shall name a like number of persons to act as substitutes. Each party will select one person from their own members to act as Co-Chairperson.
- 24.3 The Co-Chairpersons shall arrange for meetings of the Committee and will agree on the meeting agenda. It is agreed that items dealing with a revision to the Agreement or interpretations or application of the Agreement will be submitted in writing to the other party as far in advance of the meeting as possible.
- 24.4 Amendments to this Agreement, when agreed upon by both parties, shall form part of the Agreement.

ARTICLE 25

Employment Security and Income Maintenance Plan

- 25.1 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 26

Deduction of Dues

- 26.1 The Agreement signed at Montreal, Quebec on February 7, 1953 by and between the Railways and the respective labour organizations providing in Article 2 for the deduction of dues is made a part hereto as are subsequent amendments thereto, and employees hereby will be subject to these provisions.

ARTICLE 27

Jurisdiction

- 27.1 For the carrying out of this Agreement, the Company shall, except as otherwise provided, deal only with duly authorized committees of the Unions, as specified herein.

ARTICLE 28

Seasonal Staff Reduction

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

ARTICLE 29
Health and Welfare

29.1 Health and Welfare benefits will be provided in accordance with the Memorandum of Settlement signed by both parties May 2, 1992, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

ARTICLE 30
Classifications and Rates of Pay

Within 6 months of implementation of the Northern Quebec Internal Short Line, the parties agree to review all classifications for potential consolidation and determination of the process for dealing with off line employees coming on the Internal Short Line. If the parties fail to agree to an appropriate classification structure, the issue will be referred to the Advisory Council for a recommended resolution.

Seniority shall be on a classification basis and shall mean total length of service in the classification.

Separate seniority listings shall be maintained for:
B0WE, IBEW Council No 11

Rates of Pay
Per Addendum # 1

ARTICLE 31
Stand-By Allowance (IBEW Council N° 11 only)

- 31.1 In view of the intermittent character of the work of certain S& C Senior Technicians, S & C Technicians, S & C Leading Maintainers, S & C Leading Mechanics, S & C Maintainers, S & C Assistants, S & C Apprentices and S & C Helpers, they will be paid in addition to their regular earnings for time actually worked, a stand-by allowance equivalent to 18 hours at the rate of time and one half (27 straight time hours). The provisions of paragraphs 31.2 to 31.16 inclusive, will apply to employees referred to in this Article.
- 31.2 Employees will be paid in accordance with Article 8 for work performed outside of regular hours on regular work days, on call days and on rest days.

- 31.3 Employees shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Article 6.
- 31.4 Employees shall be assigned one call day per week, either Saturday or Sunday, and one rest day per week, either Saturday or Sunday, except that, at those locations where more than one shift is required, such employees shall be assigned one call day per week and one rest day per week which shall be consecutive.
- 31.5 On call days and outside of regular hours, employees will protect calls on their own territory. They will be available for calls unless they make suitable arrangements with their supervisor for the protection of their territory without involving additional expense to the Company and so advise the Train Dispatcher.

NOTE:

Notwithstanding the provisions of this paragraph 31.5, in recognizing that the requirements of the service must be met under circumstances caused by the temporary absence of regular employees, the Company may require employees to protect calls on adjacent territories.

- 31.6 On rest days, employees will not be subject to call. However, they will be called, and if available may accept such call.
- 31.7 On territories where conditions warrant, other mutually satisfactory arrangements may be agreed upon in writing between the Supervisor and the accredited representative of the employees for protection of the employee's territory.
- 31.8 Except on assigned rest day, such employees shall not absent themselves from their assigned territory during the regular working hours without permission and when absent from their regular place of call after regular working hours, they will notify the Rail Traffic Controller or Manager Rail Traffic Control Centre.
- 31.9 Unless other mutually satisfactory arrangements exist between the employees and their supervisor, calls will be directed first to the employee assigned to the territory involved.

Holiday Pay for Qualified Employees on Stand-By

No Work Performed on General Holiday

- 31.10 When a general holiday falls on a regular work day or on a call day (sixth day) and the employee is subject to call, such employee will be allowed 8 straight time hours, in addition to the general holiday pay provided in Article 9.

31.11

- (a) When a general holiday falls on a regular work day or on a call day (sixth day) and the employee is subject to call, such employee will be allowed 8 straight time hours, in addition to the general holiday pay provided in Article 9.

Note:

Employees who had not concluded arrangements to have their territory protected on their call day in accordance with Article 31.5 will be covered by Article 31.11 (a). In the application of Article 31.11 (a) employees may be required to protect calls on their territory and one adjacent territory each alternate general holiday. However, recognizing that the requirements of the service must be met under the circumstances caused by the temporary absence of regular employees, the Company may, in such circumstances, require employees to protect calls on adjacent territories each alternate general holiday.

- (b) Employees who conclude arrangements to have their territory protected on their assigned call day each alternate weekend shall be required to enter into a similar arrangement to protect calls on their territory each alternate general holiday. Such employees will only be entitled to receive the 8 straight time hour standby payment when it is their turn to protect calls on a general holiday.

The broken time outlined in paragraph 31.16 is not affected by the application of paragraph 31.11.

Work Performed on General Holiday

- 31.12 When a general holiday falls on a regular work day and the employees work their regular hours on that day, such employees will be paid in accordance with Article 9. In addition, such employees will be allowed 8 straight time hours for being available on that day as provided in paragraph 31.11.
- 31.13 When a general holiday falls on a regular work day or on a call day (sixth day), and the employees are on stand-by, if they are called to work on that day, such employees will be paid for actual time worked in accordance with Article 9 in addition to the 8 straight time hours for being available on that day as provided in paragraph 31.11.
- 31.14 The general holiday compensation provided in this Article supersedes the provisions of Article 9 where in conflict therewith.
- 31.15 Employees who do not qualify for general holiday pay will be subject to the provisions of paragraphs 31.10 to 31.14 inclusive, except that they will not receive payment for the general holiday.

Broken Time for Employees on Stand-By Conditions

31.16 Broken time for employees compensated on the basis of this Article 31 shall be based on 46.75 straight time hours per week. In the event employees are off duty without pay, they shall have deducted from their wages 8.5 straight time hours for each regular work day off-duty and 4.25 straight time hours for each call day of-duty.

This Memorandum of Agreement is in full and final settlement of all issues served by the parties governing the Northern Quebec Internal Short Line.

Signed in _____ this _____ day of _____ 1995.

**For Canadian National
Railway**

**For the Brotherhood of Maintenance
of Way Employees**

**Assistant Vice-President
Labour Relations**

**System Federation General Chairman
BMWE**

**For the International Brotherhood of
Electrical Workers Council No. 11**

**Senior System General Chairman
IBEW**

February 16, 1995

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

A.G. Cunningham
Senior System General Chairman
International Brotherhood of
Electrical Workers - Council N° 11
1255 University Street, Suite 512
Montreal, Quebec
H3B 3V8

This is in reference to our agreement for the operation of the Northern Quebec Internal Short Line.

During our discussions the parties looked at the possibility of concluding one collective agreement for all of the operating and non operating employees of the NQISL. While the Company and Unions were in agreement to accomplishing this, the time available due to other factors simply did not allow for such to be achieved prior to the implementation of the agreement.

It was therefore mutually agreed that the operating and non operating collective agreements would be consolidated into one within 90 days of the signing of the Collective Agreement for the operation of the NQISL. If the parties fail to conclude the consolidation of the collective agreements, the issues remaining in dispute will be referred to the Advisory Council for resolution.

If the above accurately reflects what was discussed, please sign your concurrence in the appropriate space below.

Signed in _____ this _____ day of _____ 1995.

For Canadian National
Railway

For the Brotherhood of Maintenance
of Way Employees

Assistant Vice-President
Labour Relations

System Federation General Chairman
BMWE

For the International Brotherhood of
Electrical Workers Council N° 11

Senior System General Chairman

IBEW

February 24, 1995

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

A.G. Cunningham
Senior System General Chairman
International Brotherhood of
Electrical Workers - Council N° 11
1255 University Street, Suite 512
Montreal, Quebec
H3B 3V8

This is in reference to our agreement for the operation of the Northern Quebec Internal Shortline and concerns the terms of reference for the Advisory Council.

The Council is to be outward and forward looking much the same as an independent Shortline. It will recommend to the corporation changes that continuously improve the short line financial viability, the quality of employees working life, and the service provided to customers. Such recommendations can cover the following:

Objectives:

- à oversee the operations of the business
- à forge a partnership between management, labour and local business
- à deal with business issues related to the administration of the "new" Collective Agreement
- à recommend an amended/improved grievance process
- à foster open communication between all constituents
- ◇ help ensure a smooth operating railroad which provides consistently reliable, competitively priced services to meet our customers requirements.
- ◇ facilitate the interface between the short line and the core line.

Composition:

- à Four representatives of CN North America Management
- à Four representatives appointed by the Unions

Review gain sharing plan annually and recommend changes thereto if necessary

Note: It is accepted that the gain sharing plan is fundamental to the Internal Short Line concept. As such, the gain share will always be kept at a minimum of 10%.

Meets quarterly

Meeting expenses paid by the Division

February 24, 1995

Letter 1

This letter will not be the subject of grievances or arbitration.

If you are in agreement with the preceding provisions please sign in the appropriate space.

Signed in _____ this _____ day of _____ 1995.

For Canadian National
Railway

For the Brotherhood of Maintenance
of Way Employees

Assistant Vice-President
Labour Relations

System Federation General Chairman
BMWE

For the International Brotherhood of
Electrical Workers Council N° 11

Senior System General Chairman
IBEW

March 3, 1995

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

A.G. Cunningham
Senior System General Chairman
International Brotherhood of
Electrical Workers - Council N° 11
1255 University Street, Suite 512
Montreal, Quebec
H3B 3V8

This is in reference to our agreement for the operation of the Northern Quebec Internal Short Line.

During our discussions the parties looked at the possibility of concluding one Memorandum of Agreement for all of the operating and non operating employees of the NQISL. While the Company and Unions were in agreement to accomplishing this, the time available due to other factors simply did not allow for such to be achieved prior to the implementation of the agreement.

It was therefore mutually agreed that the operating and non operating Memorandum of Agreements would be included into one within 90 days of the signing of the Memorandum of Agreements for the operation of the NQISL. In the event that this undertaking cannot be achieved, the issues remaining in dispute will be referred to the Advisory Council for resolution.

If the above accurately reflects what was discussed, please sign your concurrence in the appropriate space below.

Signed in _____ this _____ day of _____ 1995.

For Canadian National
Railway

For the Brotherhood of Maintenance
of Way Employees

Assistant Vice-President
Labour Relations

System Federation General Chairman
BMWE

For the International Brotherhood of
Electrical Workers Council N° 11

Senior System General Chairman
IBEW

February 24, 1995

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

A.G. Cunningham
Senior System General Chairman
International Brotherhood of
Electrical Workers - Council N° 11
1255 University Street, Suite 512
Montreal, Quebec
H3B 3V8

This is in reference to our agreement for the operation of the Northern Quebec Internal Shortline.

The parties acknowledge and agree that the attached Memorandum of Agreement between Canadian National Railway Company, the Brotherhood of Maintenance of Way Employees and the International Brotherhood of Electrical Workers, Council No 11, is intended to cover and govern rates of pay and working conditions for CN operating employees on the Northern Quebec Internal Shortline, as defined in said Memorandum of Agreement only, and it shall not constitute a precedent applicable anywhere else on the CN Railway System nor shall any party hereto invoke any or all dispositions of said Memorandum of Agreement as constituting a precedent or as constituting in any way admissions or concessions relative to the general labour negotiations presently undergoing between the parties hereto, at a national level.

If you are in agreement with the above, please sign in the appropriate space.

Signed in _____ this _____ day of _____ 1995.

For Canadian National
Railway

For the Brotherhood of Maintenance
of Way Employees

Assistant Vice-President
Labour Relations

System Federation General Chairman
BMWE

For the International Brotherhood of
Electrical Workers Council N° 11

Senior System General Chairman
IBEW

February 24, 1995

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

A.G. Cunningham
Senior System General Chairman
International Brotherhood of
Electrical Workers - Council N° 11
1255 University Street, Suite 512
Montreal, Quebec
H3B 3V8

This is in reference to our agreement for the operation of the Northern Quebec Internal Short Line. The following is an outline of the incentive plan that was agreed upon during our discussions.

1. All "qualified" employees will participate.
2. Each employee will receive an equal share based on "qualified" length of service.
3. 10% of net improvement over the 1994 Base Year.
4. The incentive will be paid quarterly, spread over 2 years.
5. Net losses to be offset against net gains.
6. Maximum incentive payment not to exceed 25% of the Internal Short Line's annual wage.
7. Incentive plan payments and any changes thereto will be approved by the Advisory Council.
8. A mechanism will be developed to allow the voluntary payment of incentive directly into a RRSP for each employees, if legally possible.

Yours truly,

W.T. Lineker
Assistant Vice-President
Labour Relations

February 24, 1995

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

A.G. Cunningham
Senior System General Chairman
International Brotherhood of
Electrical Workers - Council N° 11
1255 University Street, Suite 512
Montreal, Quebec
H3B 3V8

This is in reference to our discussions concerning the employee benefits applying to employees on the Northern Quebec Internal Shortline.

This letter will recognize that any benefits negotiated in future national negotiations between the BMW, IBEW and Canadian National during the term of this agreement will apply on the Northern Quebec Internal Short Line.

If you are in agreement with the preceding provisions please sign in the appropriate space.

Signed in _____ this _____ day of _____ 1995.

For Canadian National
Railway

For the Brotherhood of Maintenance
of Way Employees

Assistant Vice-President
Labour Relations

System Federation General Chairman
BMW

For the International Brotherhood of
Electrical Workers Council N° 11

Senior System General Chairman
IBEW

March 3, 1995

A.G. Cunningham
 Senior System General Chairman
 International Brotherhood of
 Electrical Workers - Council N° 11
 1255 University Street, Suite 512
 Montreal, Quebec
 H3B 3V8

This is in reference to our agreement for the operation of the Northern Quebec Internal Short Line.

It was agreed that for the IBEW - Council N° 11 employees:

1. Employees who, due to the requirement of the position held, are unable to be at their headquarters for their noonday lunch shall be reimbursed for actual reasonable expenses incurred for the noonday lunch up to a maximum of \$9.50. This amount is subject to review if conditions warrant on a yearly basis.

Expenses up to a maximum amount of \$12.25 will be allowed for any additional meal which employees necessarily incur. This amount is subject to review if conditions warrant on a yearly basis.

2. Employees with no headquarters who, due to the requirement of the position held, are unable to return to their residence for their noonday lunch, shall be reimbursed for actual reasonable expenses incurred for the noonday lunch up to a maximum of \$9.50, unless such is provided by the Company. This amount is subject to review if conditions warrant on a yearly basis.

Expenses up to a maximum amount of \$12.25 will be allowed for any additional meal which employees necessarily incur. This amount is subject to review if conditions warrant on a yearly basis.

If you are in agreement with the preceding provisions please sign in the appropriate space.

Signed in _____ this _____ day of _____ 1995.

For Canadian National
 Railway

For the International Brotherhood of
 Electrical Workers Council N° 11

 Assistant Vice-President
 Labour Relations

 Senior System General Chairman
 IBEW

March 3, 1995

Letter 7

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

This is in reference to our agreement for the operation of the Northern Quebec Internal Short line and concerns the protection of seniority, and staffing for employees assigned to CN and the Northern Quebec Internal Short Line.

I Initial Bulletining:

1. All Engineering positions to be created in the Northern Quebec Internal Short Line (NQISL) will be bulletined to CN Maintenance of Way Employees on the St. Lawrence Region.
2. The Special Bulletin (NQISL #1) will be issued on 5 April 1995 and will be open until 23:59 on April 20th. Positions will be awarded on April 25, 1995.
3. Employees interested in working for the NQISL must declare their intentions in writing by bidding on the bulletin within the prescribed time limits specified in item 2 above.
4. Positions will be awarded on the basis of qualifications and seniority. Priority will be given:
 - a) first, to employees directly affected by the change
 - b) second, to employees working within their former seniority territory
 - c) third, to employees working within the combined affected territories (i.e. the Lac St. Jean, Abitibi and Quebec territories)
 - d) lastly, to employees represented by the BMWE on the St. Lawrence Region.
5. Employee who are absent for bona fide reasons the entire time the bulletin is posted may make application to the special bulletin upon their return to work.

March 3, 1995

Letter 7

6. Employees awarded positions on the NQISL # 1 special bulletin will not be subjected to displacement as long as they remain on such position; unless they are the junior employee on the region.
7. Employees not wanting to remain in the NQISL must declare their intention in writing prior to the closing of the Special Bulletin. They must exercise their seniority in accordance with the agreement under which they are governed.

II SENIORITY

8. Within thirty days following start of business the appropriate company officers of NQISL and the System Federation General Chairman of the Union will meet in order to prepare a seniority list covering employees working in the Engineering Department of the NQISL.
9. Employees awarded a position on the NQISL under the terms of the Memorandum of Agreement will have their names retained on the CN Seniority lists.
10. New employees hired to work on the NQISL subsequent to the commencement of its operations shall have their names placed on the applicable CN seniority list in accordance with their seniority date on the NQISL.
11. CN employees working under Supplemental Agreement 10.2, 10.3, 10.5, 10.8, and 10.9 will have the right to apply for new positions advertised on the NQISL.
12. Employees working on the NQISL covered by Agreement 10.1 will have the right to apply for positions advertised at CN.
13. CN employees must exercise their maximum seniority rights at CN and be facing lay off before having the right to displace on the NQISL.
14. NQISL employees must exercise their maximum seniority rights at NQISL and be facing lay off before having the right to displace on CN.

March 3, 1995

Letter 7

III Future bulletin

- 15. Effective 1 May 1995 and after all positions are filled on the NQISL, new positions will be bulletined to all BMWÉ on the St. Lawrence Region and awarded based on their seniority within the applicable seniority territory.

IV Technological, operational and organizational reductions on the Northern Quebec Internal Short Line.

- 16. 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 Memorandum of Agreement are signatories, will apply to employees covered by this Memorandum of Agreement.
- 17. The provisions of this Flow Back Agreement will remain in effect for the duration of the Memorandum of Agreement.
- 18. Employees exercising their flow back rights will have the right of recall to their originating agreement (CN or NQISL).

Signed in _____ this _____ day of _____ 1995.

For Canadian National Railway

For the Brotherhood of Maintenance
of Way Employees

Assistant Vice-President
Labour Relations

System Federation General Chairman
BMWÉ

March 3, 1995

Letter 8

Mr. A.G. Cunningham
Senior System General Chairman
Council No. 11 - IBEW
1255 University - Suite 512
Montreal, Quebec
H3B 3V8

This is in reference to our agreement for the operation of the Northern Quebec Internal Shortline and concerns the protection of seniority, and staffing for employees assigned to CN and the Northern Quebec Internal Shortline.

I INITIAL STAFFING PROCEDURES

1. All employees presently holding permanent positions on the territory of the N.Q.I.S.L. will have prior rights to those positions on the initial staffing of the N.Q.I.S.L.
2. Employees are required to declare in writing, prior to the commencement of the N.I.Q.S.L. of their intention to remain in their position, or exercise their rights under Agreement 11.1 onto the St. Lawrence Region of C.N.R.
3. Any vacant positions on the N.Q.I.S.L. resulting from the initial staffing procedures, will be bulletined to the St. Lawrence Region in accordance with the terms of Agreement 11.1.
4. All questions concerning the staffing of the N.Q.I.S.L. will be decided by the Senior System General Chairman of the IBEW and the appropriate Company Officer.

II SENIORITY LISTS

1. Employees occupying positions on the N.Q.I.S.L. under the terms of this Memorandum of Agreement, shall have their names and seniority ranking maintained on the CN Signal & Communications St. Lawrence Region Seniority List.

March 3, 1995

Letter 8

- 2. Employees hired to work on the N.Q.I.S.L. subsequent to the commencement of its operations shall have their names placed on the applicable CNR Seniority List, in accordance with their seniority date of the N.Q.L.S.L., in the S & C Apprentice classification.
- 3. A separate seniority List shall be established for S & C employees working on the N.Q.I.S.L. Employees names and seniority ranking shall appear on the List in the same order as on the St. Lawrence Region Seniority List.

III VACANT POSITIONS

- 1. All vacant permanent positions in the S & C Department on the N.Q.I.S.L. shall be bulletined to the N.Q.I.S.L. , and the St. Lawrence Region. Employees holding seniority on the N.Q.I.S.L. shall have priority to such positions, unless a promotion is involved then seniority on the St. Lawrence Region Seniority list will prevail.

IV MEDICALLY RESTRICTED EMPLOYEES

- 1. An employee who is unable to hold a position at his/her home station/terminal on the Northern Quebec Internal Short Line due to a medical restriction will be permitted to exercise seniority pursuant to the provisions of the applicable collective agreement.

If you are in agreement with the preceding provisions please sign in the appropriate space.

Signed in _____ this _____ day of _____ 1995.

For Canadian National Railway

**For the International Brotherhood of
Electrical Workers Council No. 11**

Assistant Vice-President

**Senior System General Chairman
IBEW**

March 3, 1995

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

A.G. Cunningham
Senior System General Chairman
International Brotherhood of
Electrical Workers - Council N° 11
1255 University Street, Suite 512
Montreal, Quebec
H3B 3V8

Recent reviews of the Memorandum of Agreement identified the following items which either were not changed in the final draft of the agreement or are needed for clarification. These items will be incorporated in the Memorandum of Agreement during the 90 day period referred to in Letter 2.

1. Paragraph 2.3 will be changed to read:

This Agreement shall be for a duration of five (5) years commencing on the first day of operations of the NQISL and shall be continued from year to year thereafter unless either party gives notice in writing to the other within ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or negotiate revisions hereto.

This Agreement is effective 1st May 1995 and supersedes all previous agreements which are in conflict therewith. It will remain in effect until 30 April 2000 and thereafter, until revised or superseded. Three months notice shall be given by either party of its desire to revise or supersede this Agreement and may be served at any time subsequent to 31 January 2000

NOTE (this note will not be included in the Memorandum of Agreement):

The previous wording could have allowed either party to terminate the agreement by giving 90 days notice prior to each anniversary. The intent is a five year term with the opportunity to extend beyond five years. The new wording taken from the CCROU Memorandum of Agreement reflects the intent.

2. Paragraph 10.5 - last sentence need to add:

... consideration "before new employees are hired"...

March 3, 1995

Letter 9

3. Paragraph 11.3 will be changed to read:
Except by agreement between the System Federation General Chairman - BMWWE or the Senior System General Chairman - IBEW and the appropriate Company Officer, seniority standing pertaining to their respective Collective Agreements shall not be changed following the one hundred and twenty day period.

4. Paragraph 15.1:
 - (ii) - delete \$68.00 per diem
 - add "paid when necessary"
 - delete sentence "The per diem payment will supersede any form of living meals and/or transportation expense or allowance which is provided for by the company."

- NOTE (this note will not be included in the Memorandum of Agreement)
This change is made in line with the responsibility given the Advisory Council to ensure allowances reflect local and seasonal conditions and also to ensure allowances are only being paid when necessary. In other words, this provision is to be fair and reasonable but not abused by employees who actually do not incur such expenses.

5. Paragraph 18.1 will be changed to read:
When additional positions or classifications are created, compensation shall be fixed in conformity with agreed rates for similar positions or by agreement between the System Federation General Chairman - BMWWE or the Senior System General Chairman - IBEW for their respective group and the General Manager of the Northern Quebec Internal Short Line.

6. Article 30:
 - delete "BOWE" (typo)
 - add "BMWWE"

7. Addendum 1:
Replace with attached Addendum 1 (3 March 1995) showing rates effective start-up of NQISL and rates for newly hired employees (off the street).

8. Letter 2:
Replace with attached Letter 2 (3 March 1995).

March 3, 1995

Letter 9

9. Article 25.1

Replace ...”to this Collective Agreement”... by : to this Memorandum of Agreement

Replace ...“covered by this Agreement.” by: covered by this Memorandum of Agreement.

If you are in agreement with the preceding provisions please sign in the appropriate space.

Signed in _____ this _____ day of _____ 1995.

For Canadian National
Railway

For the Brotherhood of Maintenance
of Way Employees

Assistant Vice-President
Labour Relations

System Federation General Chairman
BMWE

For the International Brotherhood of
Electrical Workers Council N° 11

Senior System General Chairman
IBEW