

**AGREEMENT No. 5.4**

**between**

**CANADIAN NATIONAL RAILWAYS**



**and**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
(CAW-CANADA)**



**governing**

**employees as herein named**

**Reprinted May 2006**

## CN EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

Help is just phone call away at any time of the day or night from anywhere in Canada.

All services can be accessed by calling a 24-hour a day toll-free number (1-800-268-5211 for English or 1-800-363-3872 for French), which will connect the caller to a Care Access Center. Or you can use the Internet [www.fgiworldmembers.com](http://www.fgiworldmembers.com), user id "cn" password "cn01". All information received, beginning at the point of the initial call to the Care Access Center and continuing all the way to the closure of the client file will be treated as completely confidential, and no identifying information is ever shared with CN unless the employee specifically authorizes it.

For additional information on the Employee and Family Assistance Program please contact your Local EFAP Peer or Union Representative. Or call the toll free number.

### Useful Contact Numbers

EFAP	1-800-268-5211 (English)
EFAP	1-800-363-3872 (French)
Human Resources Centre	1-877-399-5421

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ARTICLE 1  
**Recognition and Scope**

1.1 The following rules and rates of pay shall govern the service of employees engaged in the operation of excavating machines, as enumerated in the wage scale herein, and shall cancel all previous agreements and understandings governing these employees.

1.2 The occupational classification of "CAW Operator/Excavator" is defined as an Operator in charge of equipment, which includes earth moving and other attachments that are required for roadway, track and yard maintenance service, capable of handling and/or loading a 4-yard scraper or larger.

1.3 Supervisors, non-scheduled employees, or employees in other bargaining units shall not engage, normally, in work currently and traditionally performed by members of this bargaining unit.

1.4 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees enumerated in Article 2.

ARTICLE 2  
**Seniority Grouping**

2.1 For the purpose of seniority, employees shall be grouped for each Region; i.e., Mountain Region and Prairie Region with seniority dates as follows:

- (a) Date of Helper
- (b) Date of Work Equipment Operator on any machine covered under the scope of this agreement.

Seniority lists will show machines on which each employee is qualified.

ARTICLE 3  
**Seniority Status and Lists**

3.1 Employees will be considered on probation until they have completed 90 days of actual work in the service of the Company. The 90 days is subject to extension after discussions with the Regional Representative.

3.2 Seniority shall be established from the date an employee first works in a position covered by this schedule.

**3.3** Seniority lists will be maintained for each seniority group showing seniority numbers, names, positions, location, machine classification and machine number when known, and date of last entry into the Company's service on or for a position covered by such seniority group, from which date seniority will accumulate. Seniority lists shall be updated and posted at the headquarters locations of all employees concerned, annually. A copy of said list shall also be furnished to the Union representatives of the employees. The date the seniority list is posted at each location will be shown on the seniority list. The Regional Representative of the Union shall, at any time and upon request, be provided with an updated copy of the seniority list.

**3.4** No change shall be made in the seniority date accredited an employee which has appeared on four consecutive seniority lists unless the seniority date appearing on such lists was protested in writing within the 60-calendar-day period allowed for correctional purposes.

Except by mutual agreement, names which have not appeared on four consecutive seniority lists shall not be restored to such seniority lists without written protest and by agreement with the Regional Representative of the Union.

When an employee's seniority standing has been published for one year it will not be subject to correction.

**3.5** Employees appointed by bulletin to permanent positions in a seniority group, will be accorded a seniority date in such group effective with the date work commences on such position.

**3.6** An Employee with one year's seniority or more who, while filling a position under this agreement, accepts non-supervisory work under another wage agreement shall be permitted to perform such work for a continuous period up to six months without loss of seniority. However, provided they can hold work in their own seniority group, they must return to such group at or prior to the expiration of such six month period or forfeit their seniority rights under this agreement and their names shall be removed from the seniority list. After return from work under another wage agreement, employees must remain on a position covered by this agreement for a continuous period of at least six months. If they return to work under another wage agreement before the expiration of such six months, except when required for emergency work under another wage agreement, they will forfeit their seniority under this agreement.

#### ARTICLE 4 **Bulletining and Filling Positions**

**4.1** Temporary vacancies of less than thirty (30) 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.

Vacancies in excess of 30 days required to be filled, will be bulletined within 5 days of such vacancy occurring.

**4.2** All bulletins will show locations, descriptive classification, list of likely machines to be operated, approximate duration of the assignment, the name of the former incumbent where applicable, and rate of pay. Employee may still be required to operate machines other than those shown in the bulletin, which may be brought on the territory. All copies of bulletins, whether they are permanent or temporary, will be mailed to all CAW Agreement 5.4 Operator/Excavator's place of residence. For greater clarity, place of residence means the employee's principle of residence, or, their current mailing address, whichever the employee reports to the Company.

Copies of all bulletins to be mailed to each employee's mailing address not less than 15 calendar days before the closing of the bulletin. Copies of all bulletins will be issued to the Regional Representative of the CAW National Council 4000 and the local chairpersons.

**4.3** Employees desiring positions that are under bulletin will, before the closing time and date of the bulletin, forward a copy of their bid by either mail or facsimile on the applicable bid sheet, or by personal or Company electronic mail to the appropriate location as indicated on the bulletin with a copy sent to the Local Chairperson. Applicants bidding on more than one position on the same bulletin must state, in order, their choice of preference. Such assignments shall be awarded to the senior applicant, qualifications being sufficient. The names of successful applicants to all bulletins shall be posted to all employees immediately following the close of such bulletins, pursuant to the terms specified under Article 4.2. Employees shall be permitted to assume positions, which they were awarded as soon as possible within 28 calendar days except in circumstances where the position commencement dates is delayed or beyond the 28 calendar day period.

**4.4** In the event that there is an unfilled vacancy for which there is no qualified applicant, the junior qualified employee may be required to fill such position. In such cases, the Company will arrange the training of another employee for the position so that the employee required to fill the positions may be returned to their regular assignment as soon as is practicable

**4.5** Any employee who fails to respond to call except on account of sickness (supported by Doctor's certificate), or other justifiable

cause (to be agreed to by the management and the Regional Representative of the Union), shall be removed from service.

Employees returning from vacation and authorized leave of absence, which includes weekly indemnity and Worker' Compensation, within three working days of their return to work, may exercise their seniority to any assignment, for which qualified, which was bulletined in accordance with this Article during the period of their absence. Employees thereby displaced will return to their former assignment, or may exercise their seniority rights to any assignment that a junior employee occupies.

**4.6** In case of relief for three days or less, or in an emergency such as sudden illness or personal injury to an employee, the Company may fill the position temporarily with the senior qualified employee immediately available and arrangements shall be made to place the senior qualified employee on the district in the temporarily vacated position as soon as he/she is available.

**4.7** Where no applications are received from qualified employees in the Region in which a vacancy occurs, and no qualified employees are available on the Regional laid-off list, a written application from the qualified senior employee from the other Region will be given preference. Such an employee will accumulate seniority rights in the new group from the date they start work on a position in that new seniority group. They will also retain all rights in the former group until such time as they exercise their seniority in the new seniority group. Upon returning to their former seniority group, they will forfeit their rights in the group to which they had transferred.

**4.8** In April and October of each calendar year the Company will issue a bulletin to each Region showing the machine and machine operators and their location currently in operation.

A copy of this bulletin will be issued to the Regional Representative of CAW National Council 4000 and the Local Chairperson.

**4.9** An employee awarded a bulletined position of 90 calendar days or less, whether a temporary position or temporary vacancy, will revert to their former regular assigned position on completion of the temporary assignment. Should their regular assignment no longer be in existence, they are free to exercise their seniority in accordance with their qualifications.

On completion of a temporary assignment bulletined in excess of 90 days, the employee on completion of that assignment will exercise their seniority in accordance with their qualifications.

## ARTICLE 5

### **Staff Reduction, Displacement and Recall to Service**

**5.1** When staffs are reduced, senior employees with sufficient ability to perform the work will be retained.

In instances of staff reduction, four working days' advance notice will be given to regularly assigned employees whose positions are to be abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case a shorter notice may be given. The Local Chairperson will be supplied with a copy of any notice in writing.

**5.2** An employee whose position is discontinued, or who is displaced by a senior employee shall exercise their seniority rights to any position filled by a junior employee on their seniority territory for which qualified and provided they hold seniority in such classifications. However, an employee may elect to displace the junior permanently assigned employee for whose position they are qualified in the seniority group containing their current job classification on the other Region.

**5.3** Laid off employees, if qualified, shall be returned to duty in seniority order.

- a) An employee who is recalled from lay-off will be notified by telephone at the last number of record with the Company.
- b) When employees cannot be contact by telephone, they will be advised that they have missed a recall to return to work by double registered mail to the last address on record. Employees will have two calendar days from the date the missed recall notification is received to contact the Company to determine if the work opportunity is still available. If employees do not contact the Company, they will forfeit their seniority and their name shall be removed from the seniority list.
- c) Laid-off employees subject to recall will not be required to report for duty providing that it is definitely known that the duration of the work will not exceed 30 calendar days and another junior employee is available, or the employee is not qualified for weekly layoff benefits.

**5.4** Employees laid off for an indefinite period shall be so advised by the Company.

**5.5** Laid-off employees must register their names, addresses and telephone numbers, in writing at time of layoff, with their immediate supervisory officer and their Local Chairperson. They must also advise, in writing, the proper officer of the Company and the Local Chairperson of any change of address and telephone number during their period of layoff. Employees who fail to comply with either of these requirements

will forfeit their seniority and their names will be removed from the seniority list.

## ARTICLE 6

### **Discipline and Grievance Procedure**

**6.1** Employees will not be disciplined or discharged without a fair and impartial hearing.

**6.2** Investigations in connection with alleged irregularities will be held as quickly as possible. Employees may be held out of service for investigation (not exceeding three working days). The employee and the Local Chairperson will be given at least twenty-four (24) hours' notice of the time and place of the investigation and notified of the charges against them. This shall not be construed to mean that a proper officer of the Company, who may be on the ground when the cause for investigation occurs, shall be prevented from holding an immediate investigation. Employees may only, if they so desire, have the assistance at the investigation of one or two co-workers, which could include their Local Chairperson or authorized committee members, or accredited representative of the union who are employees of the Company. Upon request, employees being investigated shall be furnished with a copy of their own statements if they are made a matter of record at the investigation. The decision will be rendered within 21 calendar days from the date the statement is taken from the employee being investigated. Employees will not be held out of service pending the rendering of a decision, except in the case of a dismissible offence.

**6.3** If the decision is considered unjust, an appeal may be made in writing within 14 calendar days in accordance with the Grievance Procedure. Such appeal shall set forth the grounds upon which it is made. The hearing on appeal shall be granted and a decision rendered as quickly as possible. On request, the Regional Representative of the Union shall be shown all evidence in the case.

**6.4** Should an employee be exonerated they shall be paid at their regular rate of pay for any time lost (one day for each 24 hours), less any amount earned in other employment. If away from home they shall, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

**6.5** Any complaint raised by employees concerning the interpretation, application or alleged violation of this agreement shall be dealt with in the following manner; this shall also apply to employees who believe that they have been unjustly dealt with:

### **Step 1**

Within twenty-eight (28) calendar days from cause of grievance the employee and/or the Local Chairperson, or the authorized committee member or accredited representative, may present the grievance in writing to the immediate Supervisor who will give a decision within twenty-eight (28) calendar days of receipt of grievance.

### **Step 2**

Within twenty-eight (28) calendar days of receiving decision under Step 1, an accredited representative of the Union may appeal in writing to the Designated Senior Functional Officers identified by the Company. A decision will be rendered within twenty-eight (28) calendar days of receiving appeal.

### **Step 3**

Within forty-five (45) calendar days of receiving decision under Step 2, the Regional Representative of the Union may appeal to the Senior Vice-President of the Company.

A decision will be rendered within forty-five (45) calendar days of receiving appeal. The appeal 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 and paragraph of the article involved.

**6.6** A grievance concerning the discipline of an employee will be processed commencing with Step 2 of the grievance procedure within 28 calendar days of the date the employee is notified of the discipline.

**6.7** The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of 60 calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

**6.8** Where a grievance other than one based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits the grievance will be considered to have been dropped. Where a decision with respect to such a grievance is not rendered by the appropriate officer of the Company within the prescribed time limits the grievance will be processed to the next step in the grievance procedure.

**6.9** When a written grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for

unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.

**6.10** The time limits as provided under this article may be extended by mutual agreement between the Company officer and Union representative at any step.

ARTICLE 7  
**Final Settlement of Disputes**

**7.1** Provision shall be made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes, including personal grievances, which arise concerning the application or interpretation of this agreement governing rates of pay and working conditions which cannot otherwise be disposed of between Officers of the Company and the Union.

**7.2** A grievance concerning the interpretation or alleged violation of this agreement or appeals by employees that they have been unjustly disciplined or discharged and which are not settled at Step 3 may be referred by either party to the Canadian Railway Office of Arbitration and Dispute Resolutions for final and binding settlement without stoppage of work in accordance with the regulations of that Office.

**7.3** The request for arbitration must be made in writing within 45 calendar days following receipt of the decision rendered at Step 3 of the grievance procedure by filing notice thereof with the Canadian Railway Office of Arbitration and Dispute Resolutions on the same date by transmission of a copy of such filed notice to the other party.

**7.4** The time limits as provided herein may be extended by mutual agreement.

ARTICLE 8  
**Rates of Pay**

**8.1**

Classification	Effective		
	2004	Jan. 1/2005	Jan. 1/2006
Crane Operator	\$22.11	\$22.77	\$23.46
Dragline Operator	\$22.11	\$22.77	\$23.46
Hydraulic Excavating M.O.	\$22.11	\$22.77	\$23.46
Shovel Operator	\$22.11	\$22.77	\$23.46
Front End Loader Operator	\$22.11	\$22.77	\$23.46

Bulldozer Operator	\$22.11	\$22.77	\$23.46
Hydraulic Spreader Operator	\$22.11	\$22.77	\$23.46
Spreader Operator	\$22.11	\$22.77	\$23.46
Helper	\$18.09	\$18.67	\$19.04

#### ARTICLE 9 Shift Differential

**9.1** Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of seventy-five (\$0.75) cents per hour, and employees whose regularly assigned shifts commence between 2200 and 0459 hours shall receive a shift differential of one-dollar (\$1.00) per hour.

Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for absence from duty such as vacations, general holidays, etc.

#### ARTICLE 10 Hours of Service

**10.1** Except as otherwise provided in Articles 11.2 and 11.3, eight (8) consecutive hours of service shall constitute a day's work.

**10.2** Employees may be assigned to work eight (8) consecutive hours and allowed thirty (30) minutes in which to eat between the end of the fourth and the beginning of the seventh hour of work without deduction in pay.

**10.3** The hour for commencing duty on any day shall not be later than 12:00 noon, except where two shifts are worked when the starting time of the second shift shall be mutually agreed upon.

The starting time may be established or changed to meet the requirements of the service. When the starting time is to be changed, twenty-four (24) hours' advance notice will be given to the employees affected and, where practicable, the notice will be posted promptly in a place accessible to all employees. The appropriate Local Chairperson and the Regional Representative shall be sent a notice of any change in starting time at the same time such notice is given to employees.

**10.4** Where two shifts are worked, senior employees shall have the choice of shifts.

## ARTICLE 11

### Rest Days

**11.1** Unless otherwise provided in this Article, a work week of forty (40) hours consisting of five (5) days of eight (8) hours each is established with two consecutive rest days in each seven (7) subject to the following modifications; the work week may be staggered in accordance with the Company's operational requirements. Days of service may, on forty-eight (48) hours' notice, be reassigned when necessary.

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

**11.3** On positions where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date in accordance with understandings to be worked out between the Regional Representative of the Union and the proper Officer of the Company.

**11.4** In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees at a particular point, the following procedure shall be followed:

- (a) All possible relief positions shall be established pursuant to Article 11.5;
- (b) 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;
- (c) Accumulation of rest days under Article 11.3 shall be considered;
- (d) 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;
- (e) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days;

(f) 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.

(g) 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 employees.

**11.5** All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Article 11.4) 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.

Where situations exist making it impracticable to establish relief assignments in accordance with the above, the accredited representative of the employees and the proper officer of the Company 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.

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.

**11.6** The term "work week" for regular assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

**11.7** Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by available extra or unassigned employees who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

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

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

## ARTICLE 12 **Overtime and Calls**

**12.1** Time worked by employees continuous with, before, or after a day's work shall be considered as overtime and shall be paid at the minute-basis at one and one-half times the pro rata rate.

**12.2** There shall be no overtime on overtime. Time worked in excess of 40 hours in a work week shall be paid for at time and one-half, but overtime hours paid for under Article 12.1 shall not be utilized in computing the 40 hours per week. However, up to eight hours paid for on holidays or when changing shifts may be so utilized. In addition, time paid for as arbitraries or special allowances (e.g., attending court, deadheading, travel time) shall be utilized in computing overtime when such payments apply during assigned working hours, or where such time is now included under existing articles in computations leading to overtime.

**12.3** Regularly assigned employees notified, or called to work not continuous with, before, or after their regular assigned hours, shall be allowed a minimum of three hours at one and one-half times the hourly rate for four hours' work or less. However, employees may, if the conditions justify, be compensated as if on continuous duty. Employees called to work and afterwards cancelled before leaving home shall be paid one hour at one and one-half times the hourly rate of pay.

**12.4** Employees required to work on their assigned rest days shall be paid at one and one-half times the pro rata rate with a minimum of three hours for which three hours service may be required, except:

- (a) As otherwise provided in Article 11;
- (b) Where such work is performed by an employee due to moving from one assignment to another;
- (c) Where such work is performed by an employee due to moving to or from extra or laid off list;
- (d) Where rest days are being accumulated under Article 11.3.

ARTICLE 13  
**General Holidays**

**13.1** An employee who qualifies in accordance with Article 13.2 of this Article 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 preceding or following the employee's rest days as agreed between the employee and the supervisor.

New Year's Day  
January 2<sup>nd</sup>\*  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday (First Monday in August)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

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 additional general holiday shown above as "January 2<sup>nd</sup>."

If in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefore in that province thereof.

If such signatories fail to agree that such holiday is more generally recognized, the dispute will be submitted for arbitration for final decision.

**13.2** In order to qualify for any of the holidays specified in Article 13.1, an employee:

- (a) Must have been in the service of the Company and available for duty for at least 30 calendar days. This clause (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 one of the employee's work days excluding vacation days, except that this 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 indemnity 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 calendar 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 service is required;

- (c) Must be entitled to wages for at least seven shifts or tours of duty during the 30 calendar days immediately preceding 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 indemnity benefits or authorized maternity leave, will be included in determining the seven (7) shifts or tours of duty referred to in this clause (c).

**13.3** A qualified employee whose vacation period coincides with any of the general holidays specified in Article 13.1 shall receive an extra day's vacation with the pay to which entitled for that general holiday.

#### **13.4**

- (a) An assigned employee qualified under Article 13.2 and who is not required to work on a general holiday shall be paid eight (8) hours pay at the straight time rate of their regular assignment.
- (b) An unassigned or spare employee qualified under Article 13.2 and who is not required to work on a general holiday shall be paid eight (8) hours pay at the straight time rate applicable to the position in which such employee worked on their last tour of duty prior to the general holiday.

**13.5** An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 13.3, at a rate equal to one and one half times their regular rate of wages for the actual hours worked by the employee on that holiday with a minimum of three (3) hours for which three (3) hours service may be required, but an employee called for a specific purpose shall not be required to perform routing work to make up such minimum time.

**13.6** Shifts or tours of duty commencing between 00:01 midnight and 23:59 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

ARTICLE 14  
VACATIONS

**Vacation Entitlement**

**14.1** Vacation and vacation pay for the calendar year shall be allotted in accordance with the *Vacation Entitlement Table* set out in **Appendix VII**. Employees must meet both the minimum number of years of continuous employment relationship and the minimum number of days of cumulative compensated service criteria.

**14.2** Any vacation granted in accordance with paragraph 14.1 for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If the employee leaves the service for any reason prior to next vacation, the adjustment will be made at the time of leaving.

**14.3** Provided an employee renders compensated working service in any calendar year, time off duty account bona-fide illness, injury, authorized maternity leave, parental leave, attendance at committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding 120 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

**14.4** Days worked on any position covered by a similar vacation agreement will be counted as service for vacation purposes under this collective agreement.

**14.5** Employees who: (1) leave the service of their own accord; or, (2) are dismissed for cause and not reinstated with their former seniority standing within two years of the date of such dismissal; will, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in paragraph 14.1.

**Vacation Payment**

**14.6** Employees will be compensated for vacation on the following basis:

- (a) Regularly assigned employees will be compensated at the rate of the assignment which they would have been filling during such vacation period, on the basis of 40 hours for each week of vacation. Employees not assigned to a permanent or temporary assignment at the commencement of their vacation period will be compensated at the rate of the last assignment worked.
- (b) Unassigned part time employees will be compensated on the basis of the applicable percentage of their previous year's earnings, the percentage amount to be determined based on entitlement as specified in paragraph 14.1.

**14.7** Employees who are laid off shall be paid for any vacation due them at the beginning of the current calendar year which has not been previously taken. If not subsequently recalled to service during such year, they shall, upon application, be allowed pay in lieu of any vacation due them at the beginning of the following calendar year.

**14.8** Employees terminating their employment for any reason shall be paid for any vacation due them at the beginning of the current calendar year which has not been previously taken and for any vacation due them at the beginning of the following calendar year.

**14.9** Employees desiring an advance vacation payment must make application not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of their previous year's earnings less an appropriate amount (approximately 30%) to cover standard deductions.

#### **Vacation Scheduling**

**14.10** Employees who are entitled to vacation with pay shall be granted such vacation within the twelve month period immediately following the completion of the calendar year in respect of which the employee became entitled to vacation.

**14.11** Vacation days shall be exclusive of assigned rest days and general holidays.

**14.12** Applications for annual vacation shall be filed prior to February 1 of the year in which the vacation is to be scheduled.

**14.13** Insofar as it is practicable to do so, employees who file applications prior to February 1 will be allotted vacation during the summer season and Christmas season, in order of seniority of applicants and unless locally agreed, or failing such local agreement, authorized by the appropriate officer responsible in this area for Agreement 5.4 employees, the vacation shall be continuous. Applicants will be advised in February of the vacation dates allotted them.

**14.14** Unless otherwise locally agreed between the appropriate officer responsible in this area for Agreement 5.4 employees and Local Chairperson, employees who do not apply for vacation prior to February 1 shall be required to take their vacation at a time to be prescribed by the Company.

**14.15** Employees shall take vacation at the time scheduled. If, however, it becomes necessary for the Company to reschedule employees' scheduled vacation dates, they shall be given at least 15 working days advance notice of such rescheduling and will be paid at the overtime rate of their regular wage rate for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which such employees are entitled will be granted at a later date as locally agreed between the appropriate

officer responsible in this area for Agreement 5.4 employees and the Local Chairperson. This paragraph does not apply where rescheduling is a result of an employee exercising seniority to an assignment covered by another vacation schedule.

**14.16** Employees who exercise seniority after vacation dates are allotted and transfer from the group to which assigned when vacation dates were allotted will be required to take their vacation at a time as locally agreed between the appropriate officer responsible in this area for Agreement 5.4 employees and the Local Chairperson.

**14.17**

(a) Employees who become ill or injured while on vacation shall be entitled to terminate (temporarily) their vacation and be placed on weekly indemnity. When again fit for duty, they shall immediately inform the appropriate officer responsible in this area for Agreement 5.4 employees and continue vacation if within scheduled vacation dates. The remaining vacation which falls outside the employee's scheduled dates will be rescheduled as locally agreed between the appropriate officer responsible in this area for Agreement 5.4 employees and the Local Chairperson.

(b) Employees who take bereavement leave pursuant to Article 25 while on vacation shall be entitled to terminate (temporarily) their vacation. When bereavement leave is completed, they shall continue vacation if within scheduled vacation dates. The remaining vacation which falls outside the employee's scheduled dates will be rescheduled as locally agreed between the appropriate officer responsible in this area for Agreement 5.4 employees and the Local Chairperson.

**14.18** Employees who, due to illness or injury, are unable to take or complete vacation in the year in which entitled to such vacation shall, at their option, be entitled to have such vacation carried over to the following year.

ARTICLE 15

**Travelling or Detained on Orders of the Company**

**15.1** Employees travelling from one location to another account the exercise of seniority, including moving to or from laid-off list, shall not be entitled to travel time.

**15.2 Travelling during Work Week:**

Employees when detained for conveyance and while travelling on passenger trains or public transportation from one work location to another on any calendar day, 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.

**15.3 Travelling during Rest Days and/or General Holidays:**

- (a) If an employee is not required for duty and commutes to their place of residence for their rest days and/or general holiday, they will not be paid travelling time for reporting to the new work location. An employee temporarily assigned to other than their regular machine at a new location and is required to travel over the weekend, will be paid travelling time in keeping with the provisions of Article 15.2.
- (b) Such employees who are unable to commute to their place of residence and accompany the boarding cars to the 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.
- (c) Employees instructed to accompany work equipment between one work location and another on rest days or general holidays shall be entitled to a minimum of 8 hours per day at straight time rate. If the time actually travelling exceeds 8 hours, employees will be compensated in keeping with the provisions of Article 15.2.

**15.4** In the event employees are required to perform work outside of their regular assigned hours while enroute to their work location, they shall be entitled to overtime at one and one half the straight time rate for all time so involved.

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

- (a) During regular working hours, or;
- (b) Between 0001 hours 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;
- (d) Payment under the foregoing conditions shall be at straight time;
- (e) When practical to do so, boarding and sleeping cars shall

be moved at times other than between 2300 hours and 0600 hours.

**15.6** Employee's time spent travelling to and from the designated assembly point during assigned hours will be included in day's pay.

**15.7** Employee's time spent travelling on track motor cars or Company operated vehicles outside of assigned hours shall be paid at the time and one half rate except while travelling as passengers in a bus, truck cab, crew compartment of a highway vehicle, or in other similar suitable equipment provided for the carrying of passengers, when payment will be made at the straight time rate.

**15.8** Notwithstanding the provisions of Article 15.7, employee's time spent travelling prior to regular starting time shall be paid at time and one half rate.

**15.9** The travelling time referred to in Articles 15.7 and 15.8 will not be used in computing daily or weekly overtime.

#### ARTICLE 16

##### **Operation of Spreaders of the Jordan Type in Snow Service**

**16.1** Employees covered by this Agreement shall have no claim to service as spreader operators of the Jordan Type in snow service.

#### ARTICLE 17

##### **Attending Court**

**17.1** Employees who lose time by reason of being required to attend Court or Coroner's inquest or to appear as witnesses, in cases in which the Company is involved, or subpoenaed by the Crown in such cases, will be paid for time so lost. If no time is lost, they will be paid for actual time held with a minimum of two hours at one and one-half times the hourly rate. Necessary actual expenses while away from the home terminal will be allowed when supported by receipts.

**17.2** Any fee or mileage accruing shall be assigned to the Company.

#### ARTICLE 18

##### **Meals and Lodging**

**18.1** Bunk cars shall be equipped with beds, springs, mattresses, sheets, blankets, pillows and pillow cases for each member of the crew. Sheets and pillow cases shall be available for change each

week, and blankets shall be available for a change a minimum once every month. Outfit cars shall be clean when supplied.

**18.2** When it will not conflict with terms or contracts, employees boarding in Railway or Contractor's outfits shall not be required to pay for meals while on leave of absence, when absent from outfits on duty or account of sickness, or when permitted to go home for weekend and absent for two or more consecutive meals, but in the latter case forty-eight (48) hours notice must be given to those in charge of outfits of intent to be absent from such meals.

**18.3** Employees who are directed by the Company to prepare their own meals in Company supplied facilities will receive a batching allowance of \$16.24 each. Effective January 1, 1999, \$16.56 and effective January 1, 2000, the amount will be increased to \$16.89.

**18.4** 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 forced to fill temporary assignments in order to protect their seniority, will be afforded one of the following:

(a) A daily meal allowance of:

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

Accommodations based on double occupancy where practicable.

(b) Reasonable expenses for meals and lodging which they necessarily incur for each day the employees are scheduled for work at the discretion of the Company. Reasonable expenses for meals and lodging will be as follows:

Effective January 1, 2001	\$81.79
Effective January 1, 2002	\$84.24
Effective January 1, 2003	\$86.77 or,

(c) Actual reasonable expenses.

Note: Reimbursement may be made through Direct Deposit System (DDS) 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 18.4 is limited to those employees required to be absent from their headquarters, boarding cars, or for employees without a headquarters, from their place of residence, to work at a location which is "greater than forty miles" from their place of residence.

Note 1: For those employees with headquarters or boarding cars, the assistance provided in Article 18.4 will only be provided if they are required to work at a location which is greater than forty miles \* away from their headquarters or boarding car and provided the new work location is also more than forty miles \* from their place of residence.

Note 2: For those employees without headquarters, the assistance provided in Article 18.4 will only be provided if they are required to work at a location greater than forty miles\* away from their place of residence.

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

The per diem payment for expenses provided for under subparagraph 18.4 (b) will supersede any form of living, meals and/or transportation expenses or allowance which is provided for by the Company. However, the assistance provided under the terms of Appendix I (Weekend Travel Assistance) will be expanded to include employees receiving per diem expenses provided under paragraph (b) above.

**(See Appendix I)**

## ARTICLE 19

### **Jury Duty**

**19.1** An employee who is summoned for jury duty and is required to lose time from their 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 their position for each day lost, less the amount allowed them 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 60 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. Employees who have been allotted their vacation dates will not be required to change their vacation because they are 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 20

### **Free Transportation and Leave of Absence**

**20.1** Employees appointed or elected as salaried representatives of the employees covered by this schedule shall be granted leave of absence without pay while so engaged.

**20.2** Employees shall be granted free transportation in accordance with pass regulations, and leave of absence without pay to attend union and labour conventions and recognized labour educational seminars. The request for leave of absence must be provided by the Local Chairperson or Regional Representative to the employee's immediate supervisor no less than 72 hours prior to the commencement of the leave of absence.

**20.3** Local Chairpersons or authorized committee members shall, upon request, be granted free transportation in accordance with pass regulations, and leave of absence without pay for the investigation, consideration and adjustment of grievances.

**20.4** The name of employee on authorized leave of absence shall be continued on the seniority list for the group in which they have established seniority rights.

**20.5** Leave of absence for educational purposes may be granted to employees in accordance with the Company's regulations. The Regional Representative of the Union will be informed when such leaves are granted. Such employees who return to the service between school terms, or prior to terminating the educational course for which leave of absence has been granted, will not be permitted to exercise their seniority.

## ARTICLE 21

### **Health and Welfare**

**21.1** Health and Welfare benefits will be provided in accordance with the supplemental agreement governing the non-operating Employee Benefit Plan.

ARTICLE 22  
**Extended Health Care Plan**

**22.1** 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 23  
**Life Insurance upon Retirement**

**23.1**

- (a) An employee who retires from the service of the Company subsequent to the first day of the month following ratification, will, provided he/she 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 death benefit, fully paid by the Company.
- (b) An employee who retires from the service of the Company subsequent to January 1, 2003, will, provided he/she is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$7,000 death benefit fully paid by the Company.

ARTICLE 24  
**Dental Plan**

**24.1** 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.

ARTICLE 25  
**Bereavement Leave**

**25.1** Upon the death of an employee's spouse, child or parent, the employee shall be entitled to five (5) working days' bereavement leave without loss of pay provided that the employee has not less than three months' cumulative compensated service.

**25.2** Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, step-brother or step-sister, grandchild or grandparent, the employee shall be entitled to three (3) working days' bereavement leave without loss of pay provided that the employee has not less than three months' cumulative compensated service.

**25.3** It is the intent of this Rule to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of the employee's 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 and who is residing with or supported by the Eligible Employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person is residing with the Eligible Employee.

### **ARTICLE 26 Injured on Duty**

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

### **ARTICLE 27 Deduction of Union Dues**

**27.1** The Company shall deduct on the payroll on the second payday of each month from wages due and payable to each employee coming within the scope of this collective agreement an amount equivalent to the monthly union dues of the Union subject to the conditions and exceptions set forth hereunder.

**27.2** The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this article shall be applicable to the Union on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

**27.3** Employees filling positions of a supervisory or confidential nature not subject to all the rules of the agreement as may be mutually agreed between the designated officers of the Company and of the Union shall be excepted from dues deduction.

**27.4** Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on

payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.

**27.5** Deductions for new employees shall commence on the second payday of the month.

**27.6** If the wages of an employee payable on the payroll on the second payday of the month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employees did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

**27.7** Employees filling positions coming within the scope of more than one wage agreement in the pay period in which deduction is made shall have dues deducted from 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.

**27.8** 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.

**27.9** 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 Union, as may be mutually agreed by the Company and the Union, not later than 40 calendar days following the pay period in which the deductions are made.

**27.10** The Company shall not be responsible financially or otherwise, either to the Union 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 Union, 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 Union.

**27.11** The question of what, if any, compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this article shall be left in abeyance subject to

reconsideration at the request of either party on 15 days' notice in writing.

**27.12** In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to paragraph 3.1, both parties shall co-operate 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 Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

#### ARTICLE 28

##### **Employment Security and Income Maintenance Plan**

**28.1** The Employment Security and Income Maintenance Plan shall be that Plan established by the Employment Security and Income Maintenance Plan Agreement dated April 21, 1988 as revised, amended or superseded by any Agreement to which the parties to this collective agreement are signatories.

#### ARTICLE 29

##### **General**

**29.1** The senior operator on each machine shall be in charge of all repairs to that machine.

**29.2** When questions are submitted to the Vice President, Labour Relations - North America by the President of CAW National Council 4000 or his/her designated Regional Representatives of the appropriate region in respect to the interpretation of the provisions of this collective agreement, such interpretation, when negotiated, shall be signed by the Vice President, Labour Relations North America and the President of CAW National Council 4000, or his/her designated Regional Representative of the appropriate region.

**29.3** Employees will be paid every other Thursday. At the discretion of the Company, all payments to employees will be made through the Direct Deposit System (DDS). When a holiday falls on a Thursday, which is a pay day, employees will be paid on the preceding Wednesday.

**29.4** When employees are short paid the equivalent of 10 hours' pay or more for their regularly assigned hours of service or the equivalent of 16 hours' pay at punitive rates, the Company shall arrange to cover the shortage within three days of an employee's

request for payment, by voucher or through the Direct Deposit System, whichever is applicable.

**29.5** Where an automobile mileage allowance is paid such allowance will be 28 cents per kilometre.

**29.6** All overtime earned shall be shown as a separate item on the pay cheques of employees.

**29.7** It is agreed by the Company and the Union that there shall be no 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.

It is agreed that the terms discrimination and harassment as used in this Rule, shall be defined and interpreted in the Canada Human Rights Act.

#### **EMPLOYMENT EQUITY**

**29.8** As a matter of principle and in compliance with the Employment Equity Act, the Company and the Union are fully committed to achieving equality in the workplace so that no person shall be denied employment opportunities or benefits based on any of the prohibited grounds of discrimination. Employment Equity means treating people the same way despite their differences, and respecting their differences to allow them to participate equally.

#### **ARTICLE 30 Starting Rates**

**30.1** Employees entering the service on or after March 1, 1988, will be compensated as follows:

- (a)** Employees who have attained less than 7 months cumulative compensated service will be paid at 85% of job rate;
- (b)** Employees who have attained 7 months or more but less than 14 months cumulative compensated service will be paid at 90% of job rate;
- (c)** Employees who have attained 14 months or more but less than 21 months cumulative compensated service will be paid at 95% of job rate;
- (d)** Employees who have attained 21 or more months cumulative compensated service will be paid the full job rate.

**NOTE:** Each 7 months of compensated service equates to 7 X 21 working days = 147 working days of compensated service.

ARTICLE 31  
**Printing of Agreements**

**31.1** The Company will undertake the responsibility for the printing of the collective agreements 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.

**31.2** A copy of the collective agreement will be supplied to all employees as quickly as possible.

ARTICLE 32  
**Contracting Out**

**32.1** **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:

- (a) When technical or managerial skills are not available from within the Railway; or
- (b) Where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees; or
- (c) 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
- (d) Where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (e) The required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (f) Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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

**32.2** The Company will advise the Union representatives involved in writing, as far in advance as practicable, but no less than thirty days (except in cases of emergency), of its intention to contract out work which would have a material and adverse effect on the employees.

In all instances of contracting out, the Company will hold discussions with the representative of the Union in advance of the date contracting out is contemplated, except in cases where time constraints and circumstances prevent it.

**32.3** The Company will provide the Union with 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, and any other details as may be pertinent to the Company's decision to contract out. During such discussions, the Company will give due opportunity and consideration to the Union's comments on the Company's plan to contract out and review in good faith such comments or alternatives put forth by the Union. If the Union can demonstrate that the work can be performed internally in a timely fashion as efficiently, as economically, and with the same quality as by contract, the work will be brought back in or will not be contracted out, as the case may be. Where a business case cannot be made to have the work performed by CAW members under existing collective agreement terms and conditions, the parties may, by mutual agreement, modify such terms and conditions in an effort to have the work performed by CAW members.

**32.4** Should a designated Representative, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied promptly. If the designated Representative requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

**32.5** Intentionally left blank.

**32.6** 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 Step 3 of the grievance procedure. 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 33 **Transfers**

**33.1** When through an unusual development it becomes necessary to transfer work from a group to another seniority group, 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 Company and the Regional Representative of the Union shall cooperate to determine the number of employees who shall transfer.

**33.2** The names of such employees shall be removed from the seniority list of the group from which transferred and included with full seniority on the list of the group to which transferred. Employees who transfer under this provision shall after 90 calendar days lose their seniority on the seniority group they left.

#### ARTICLE 34 **Negotiations during Term of Agreement**

**34.1** The signatory parties to this Memorandum of Agreement confirm the desirability of settling by mutual agreement, during the term of such agreement, any matter that is a source of dissatisfaction to either party, the settlement of which requires a change in the Collective Agreement, and agree to take every reasonable means to resolve any such matter during the term of such Memorandum of Agreement.

If any such matter or matters cannot be settled by mutual agreement during the term of such Memorandum of Agreement, such matter or matters may be progressed during the next open-period of the collective agreement in accordance the following conditions.

The issues that any individual may desire to raise during the next open period of any collective agreement in association with other Unions in concerted negotiations can be segregated into the following categories:

- (a) Common demands advanced by all Unions entering into concerted negotiations. Examples: wages, vacation, general holidays, health and welfare, etc.
- (b) A demand submitted by an individual Union which is not, and could not be of common interest to all other Unions engaged in concerted negotiations.
- (c) A demand submitted by an individual Union which, by its nature, is of common interest to all other Unions and therefore, could have been made a part of common demands referred to in Item (a).

Any individual Union that desires during the next open period of the collective agreement to enter into concerted negotiations with one or more other Unions shall, in addition to the common demands specified in Item (a), be entitled to include in such concerted negotiations, and subsequent conciliation proceedings, if necessary,

and individual demand or demands that can properly be classified under Item (b).

If, during the time limit specified in the last paragraph of this Article, an individual Union has raised an issue or issues coming within the scope of Item (c) above, and such Union desires during the next open period to be associated with other Unions in concerted negotiations, and subsequent conciliation proceedings, if necessary, then such Union will be required to withdraw the Item (c) issue. If, however, a Union wishes to progress a matter coming within the scope of Item (c) above, such Union must disassociate itself from the other Unions that may be negotiating in concert and negotiate independently with such railway in respect of all its demands.

#### **ARTICLE 35 Training**

**35.1** 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 the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties.

#### **ARTICLE 36 Held for Investigation or Company Business**

**36.1** Employees held for company's investigation and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline) or on Company business on the order of the proper officer will, if required to lose time by reason thereof, be paid for time lost. If no time is lost they will be paid from the time required to report until actually released at one and one-half times the hourly rate, with a minimum of two hours. Necessary actual expenses will be allowed when supported by receipts.

#### **ARTICLE 37 Preservation of Rates**

**37.1** An employee temporarily assigned to a higher-rated position, shall receive the higher rate while occupying such position. Employees temporarily assigned to lower-rated positions shall not have their rate reduced.

#### **ARTICLE 38 Paid Maternity Leave Plan**

**38.1** The Paid Maternity Leave Plan shall be that Plan established by the Paid Maternity Leave Plan Agreement dated June

18, 1985, as revised, amended or superseded by any Agreement to which the parties to this collective agreement are signatories.

ARTICLE 39  
**Employment Equity**

**39.1** As a matter of principle and in compliance with the Employment Equity Act, the Company and the Union are fully committed to achieving equality in the workplace so that no person shall be denied employment opportunities or benefits based on any of the prohibited grounds of discrimination. Employment Equity means treating people the same way despite their differences, and respecting their differences to allow them to participate equally.

ARTICLE 40  
**Duration of Agreement**

**40.1** This Agreement shall remain in full force and effect until December 31, 2006 and thereafter, subject to 120 days notice in writing by either party to this agreement of its desire to revise, amend or terminate it. Such notice may be served any time after August 31, 2006.

Signed at Edmonton, Alberta this 4<sup>th</sup> day of April 2003.

**FOR THE COMPANY:**

**FOR THE UNION:**

**(Sgd) Sylvie Michaud**  
For: Vice-President  
Labour Relations and  
Employment Legislation

**(Sgd) Barry Kennedy**  
For: President, Council 4000

## APPENDICES

## APPENDIX I

December 13, 2002

Mr. Rick Johnston  
President Council 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
545 Crémazie Boulevard East, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston,

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 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  $\$10.00 : 104 = 9.62$  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 is 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 President and the Supervisor should confer in an effort to resolve the difference.

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

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

For employees who are granted a mileage expense allowance, payment shall be limited to 3,500 miles (5,631 KM) in anyone calendar month. However, under special circumstances, after discussions between the National Representative 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 according to 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 1st of the month following quarter referred to in (c) above. In the event the calculation reflects a reduction in the allowance, such reduction will be not applied.

Yours truly,

Kim Madigan

Vice-President Labour Relations  
North America

## APPENDIX A

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

## APPENDIX II

December 2, 1992

Our File: 8305-2

Mr. R.E. Storness-Bliss  
Regional Vice-President  
C.B.R.T. & G.W.  
#205 - 5316 Victoria Drive  
Vancouver, B.C.  
V5P 3V7

Mr. A. Cerilli  
Vice-President  
C.B.R.T. & G.W.  
209 - 570 Portage Avenue  
Winnipeg, Manitoba  
R3C 0G4

Dear Sirs:

Please refer to our recent meeting concerning Article III negotiations for Agreement 5.4.

This will confirm the Company's commitment concerning the demands you submitted with respect to the Company reimbursing hotel costs directly to the hotel and paying all expense accounts within 14 days of submission.

In situations where an employee is in a hotel for an extended period of time or is in financial difficulties, we will request, on an ad hoc basis, review the circumstances with a view to the hotel billing the Company for room rental costs rather than the employee.

Also, we will advise all concerned and review our expense account procedures to ensure they are processed as quickly as possible, preferably within 14 days of submission. We will review any individual complaints to ensure bottlenecks are resolved and future expense accounts are processed in a timely manner.

Yours truly,

R.A. Walker  
Senior Vice-President

F.D. Campbell  
Vice-President  
Prairie Region

### APPENDIX III

May 5, 1992

Our File: 8305-2

Mr. R.E. Storness-Bliss  
National Rep./Coordinator  
CAW  
Suite 140 - Sterling Plaza I  
Burnaby, B.C.  
V5G 4C9

Mr. A. Cerilli  
National Rep./Coordinator  
CAW  
301 - 275 Broadway Ave.  
Winnipeg, Manitoba  
R3C 4M6

Dear Sirs:

During our recent meeting your representative expressed concern about non-schedule supervisors performing work normally done by employees covered by collective agreements between Canadian National Railway Company and the Canadian Brotherhood of Railway, Transport and General Workers.

This will confirm the opinion expressed by the Company's representative that the main function of such supervisors should be to direct the workforce 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,

R.A. Walker  
Senior Vice-President

F.D. Campbell  
Vice-President  
Prairie Region

#### APPENDIX IV

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## APPENDIX V

January 17, 1996

Our File: 8305-2

Mr. R.E. Storness-Bliss  
National Rep./Coordinator  
C.A.W.  
Suite 140 - Sperling Plaza I  
6-400 Roberts Street  
Burnaby, B.C.  
Y5G 4C9

Mr. D. Olszewski  
National Rep./Coordinator  
C.A.W.  
301 - 275 Broadway Ave.  
Winnipeg, Manitoba  
R3C 4M6

Dear Sirs:

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 Parlour 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 Parlour 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,

J. Torchia

For:  
Asst. Vice-President  
Labour Relations

## APPENDIX VI

### VACATION ENTITLEMENT TABLE

The definitions set out below apply to the Vacation Entitlement Table reproduced on the following page:

1. **"Days of CCS for One Day of Paid Vacation"** means days of cumulative compensated service, or the major portion thereof, accumulated in the previous calendar year, which are required for one day of paid vacation. Employees will accumulate a day of cumulative compensated service for each day that they are paid wages. On assignments scheduled to work less than five days in the work week (for example, a work week consisting of four 10 hour shifts), each work week for which 40 hours are paid will be counted as five days of cumulative compensated service.

2. **"Maximum Number of Weeks Vacation"** means the maximum number of weeks of vacation entitlement during the current calendar year based on a work week of 40 hours which shall be paid for in accordance with paragraph 14.6 of this article. Thus, a week of vacation shall consist of the employee's scheduled work days and rest days or, on assignments not having assigned rest days, a week of vacation shall consist of a calendar week.

3. **"Vacation Pay Factor"** means the specified percentage of the previous calendar years' earnings which will constitute vacation pay in the application of sub-paragraphs 14.6(c) and 14.6(d).

### VACATION ENTITLEMENT TABLE

VACATION QUALIFICATIONS CRITERIA		VACATION ENTITLEMENT		
Minimum Number of Years Continuous Employment Relationship at January 1 <sup>st</sup> of the Current Year	Minimum Number of Days Cumulative Compensated Service (CCS) by Next Service Anniversary Date	Days of CCS for One Day of Paid Vacation	Maximum Number of Weeks Vacation	Vacation Pay Factor
Less than 3	—	25	2	4 %
3	1,000	16⅔	3	6 %
9	2,500	12½	4	8 %
19	5,000	10	5	10 %
28	7,250	8⅓	6	12 %

## APPENDIX VII

December 13, 2002

Mr. Rick Johnston  
President, Local 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
545 Crémazie Boulevard West, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

During the negotiations, it has been agreed that, with respect to the National Day of Mourning, each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of all Canadian workers killed or injured on the job to affirm the parties' commitment to the issue of health and safety in the workplace. The parties agree that it will only apply to the non-clerical employees.

If the above reflects our discussions on this matter, please so indicate in the space provided.

Yours truly,

I concur.

Kim Madigan  
Vice-President  
Labour Relations North America

Barry Kennedy  
For:  
Rick Johnston  
President, Council 4000

## APPENDIX VIII

December 13, 2002

Mr. Rick Johnston  
President Council 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
545 Crémazie Boulevard East, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

With reference to our discussions during contract negotiations in Edmonton concerning Article 32 - Contracting Out.

The Union has expressed its concern that the Company has been relying on Article 32.1 exception (b) as justification for contracting out work at locations where the Company has created its own workforce shortages through downsizing initiatives.

With respect to the Union's concerns on Article 32.1(b), the Company confirms that it is not its intent to rely on this exception to justify contracting out at locations where, after February 15, 1999, employment levels were reduced through Company downsizing.

The above understanding will be appended to Collective Agreement 5.1 and will be effective from the date of signing this letter and remain in force until December 31, 2006.

If this reflects our discussions on this matter, please signify your concurrence by countersigning below.

Yours truly,

I concur.

Kim Madigan  
Vice-President  
Labour Relations North America

Rick Johnston  
President, Council 4000

## APPENDIX IX

December 13, 2002

Mr. Rick Johnston  
President Council 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
545 Crémazie Boulevard East, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

Notwithstanding Article 29.7, the Company has indicated its concern that based on experience, certain employees misunderstand the legal concepts of harassment and/or discrimination. In order to avoid any confusion, the Company and the Union agree that the actions of a lead hand, supervisor or management personnel telling employees "to get back to work" or to perform their assigned duties, does not in and of itself constitute harassment or discrimination.

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

Yours truly,

I concur.

Kim Madigan  
Vice-President  
Labour Relations North America

Barry Kennedy  
For:  
Rick Johnston  
President, Council 4000