

AGREEMENT No. 5.1

between



CANADIAN NATIONAL RAILWAY

and



UNIFOR COUNCIL 4000

governing

employees as herein named

Effective January 1, 2015

(version française disponible sur demande)

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ARTICLE 1
Definitions

Work Week

1.1

- (a) For regularly assigned employees – a week beginning on the first day on which the assignment is bulletined to work;
- (b) For extra or unassigned employees – a period of seven (7) consecutive days starting Sunday.

Employee

- 1.2** The word "employee" as used hereinafter shall be understood to mean any employee holding seniority under this agreement.

Casual Help

1.3 Those persons engaged:

- (a) on a temporary basis to shovel snow, stock and unstock coal, harvest and stock ice or temporary work of a similar nature, or
- (b) as may be agreed between the designated Representative of the Union and the proper officer of the Company.

Temporary Vacancy

- 1.4** A vacancy in a position caused by the regularly assigned occupant being absent from duty (including on vacation but excluding preretirement vacation) or temporarily assigned to other duties.

Clerk

- 1.5** The term "Clerk" will be used in this agreement to describe any employee who regularly devotes not less than four hours per day to the writing or typing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work, such to include the use of tools which are generally recognized as falling within the category of "office" work and which may be carried out using equipment such as: telephones, typewriters,

dictaphones, calculators, photocopiers, facsimile machines, computer terminals, etc. The term "Clerk" shall apply to those classifications listed in APPENDIX 10 under the heading "Clerical" and to such other classifications not specifically listed and which reflect the above description. It is not intended that the term "Clerk" apply to employees performing manual work not requiring clerical ability.

Mutually Arranged (or mutually agreed)

1.6 An agreement in writing between the proper officer of the Company and the designated Representative of the Union.

Locally Arranged

1.7 An agreement in writing between the local supervisory officer of the Company and the Local Chairperson of the Union.

Terminal

1.8 The reference to "Terminal" as used hereinafter shall be understood to mean that location or locations as mutually arranged between the parties.

**ARTICLE 2
Recognition and Scope**

2.1 The Company recognizes Unifor Council 4000 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 10.

2.2 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.

2.3 The selection of a suitable employee to fill an opening in the following classifications shall be made from the employees without the necessity of bulletining and the appointment shall not be subject to appeal:

- Secretary
- Rate Advisor
- Import Clerk, Vancouver, British Columbia Area
- Export Clerk, Vancouver, British Columbia Area
- Special Traffic Clerk, Vancouver, British Columbia Area

Special Traffic Clerk, Edmonton, Alberta Area
Senior Service Representative
Senior Service Delivery Representative
Garage Foreman
Foreman Mechanic
Lead Hand RAC Advisor

While filling any of the above positions employees will retain their seniority in the group from which selected.

2.4 It is the policy of the Company to co-operate in every practical way with employees who desire advancement to official or excepted positions. Accordingly, such employees who make application to their supervisor or the Human Resources officer stating their desires, qualifications and experience will be given preference for openings in such official or excepted positions, providing they have the necessary capabilities.

ARTICLE 3 Deduction of Union Dues

3.1 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.

3.2 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.

3.3 "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 except in the application of Article 11.9(a)(iii) (and Article 7.7(c) of the Supplemental Agreement) where such employees will continue to pay Union Dues for the purpose of continued accumulation of seniority only. Dues payment will be made in accordance with Article 3.2 at an amount equivalent to

the dues payment of the last permanent unionized position held.”

3.4 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.

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

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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 4 **Hours of Work**

4.1 Except as otherwise provided in paragraphs 4.3 and 4.4 and in the Wage Scale, eight consecutive hours shall constitute a work day, including within those eight hours, a 30-minute paid lunch.

4.2 Employees assigned to work eight consecutive hours will be allowed 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.

4.3 At the following locations, an 8.5 hour shift, including a one-hour lunch break (30 minutes paid and 30 minutes unpaid) will be established:

Customer Support Centre – Senior Customer Support
Centre Representatives, Winnipeg

4.4 Employees assigned to shifts of less than 7.5 hours will maintain their hours of work (red circled) until they no longer

occupy the position. Such positions, when they become vacant, may be bulletined as an eight-hour shift, including a paid 30-minute lunch break.

4.5 Regularly assigned employees who report for duty on their regular assignments shall be paid eight hours at their regular rate. Employees who are permitted to leave work at their own request shall be paid at the hourly rate for actual time worked, except as may be otherwise arranged locally.

4.6 Employees shall be allowed a regular meal period of not less than thirty (30) minutes nor more than one (1) hour, between the end of the fourth and beginning of the seventh hour of work unless otherwise locally arranged. Should employees not be allowed a meal period within the agreed hours, they shall be paid for time worked at punitive rates and at the first opportunity allowed 30 minutes for lunch without deduction in pay. Employees will not be assigned a meal period between the hours of 10:00 p.m. and 6:00 a.m.

4.7 The starting time of employees on regular assignments shall be the same on all days of the week unless agreed otherwise locally. Not less than 72 hours' notice will be given when changes are required. The employee and the Local Chairperson shall be notified in writing of such changes. Regular relief assignments will correspond to the starting time, duties and work locations of the employee relieved.

4.8 Unless necessary to meet the requirements of the service, employees will not be required to commence work between the hours of midnight and 6:00 a.m.

4.9 All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to article 6) 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.

4.10 Where it is impracticable to establish relief assignments in accordance with paragraph 4.9, the designated Representative of the Union and the proper officer of the Company may by mutual agreement arrange for relief assignments on such other bases as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where employees would otherwise be required to work on assigned rest days or unreasonable travel time would be involved.

4.11 Extra or unassigned employees, except when relieving regular assignments, will be paid at the hourly rate with a minimum of four hours for each time required to commence work. The meal period provided for in paragraph 4.6 will not be considered a break.

4.12 Except in emergencies, extra or unassigned employees shall not be called for duty in any seven-day period commencing Sunday after they have completed 40 hours' work in such period.

4.13 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 would otherwise not have 40 hours of work that week.

4.14 Intentionally Left Blank

4.15 Notwithstanding the provisions of articles 4, 5 and 6, regular assignments consisting of four (4) days of ten (10) hours may be established as mutually arranged. When condition require, other shifts arrangements may be established by mutual agreement. Agreement will not be unreasonably or arbitrarily withheld. When a mutual agreement cannot be achieved, the matter will be discussed as quickly as possible between the functional leader and the designated representative of the Union with a view to reaching agreement that satisfies the concerns of both parties.

Note: It is agreed that where the requirements of the business allow the rest days of an assignment will be scheduled consecutively but each work week will have at least two consecutive rest days.

ARTICLE 5 **Overtime and Calls**

5.1 Subject to the provisions of paragraph 4.4, time worked by employees on regular assignments, continuous with, before, or after the regularly assigned hours of duty shall be considered as overtime and shall be paid at one and one-half times the hourly rate of pay in minimum increments of 15 minutes. Every effort will be made to avoid the necessity for overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally arranged in writing. An employee filling an established full time position, required to work overtime for more than two hours, continuous with completion of that employee's regular tour of eight hours' duty

will be allowed without deduction of pay, 20 minutes in which to eat, immediately upon completion of two hours' overtime.

5.2 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 paragraph 5.1 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.

5.3 Time worked in excess of the regularly assigned hours, due to changing shifts, shall be paid at hourly rates, if due to application of seniority rules or where such changes in shifts are locally arranged.

5.4 Employees will not be required to suspend work during regular hours to absorb overtime.

5.5 Overtime shall be worked only by direction of proper authority. Where advance authority is not obtainable, overtime will not be allowed unless claim is made to the proper officer within 72 hours from the time service is performed.

5.6 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 three hours' work or less, except that 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.

5.7 Intentionally left blank

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

- (a) where such work is performed by an employee moving from one assignment to another in the application of seniority or as locally arranged.

5.9 Extra or unassigned employees, where three or less such employees, are employed will not receive overtime rates until after completion of 40 hours in a work week.

ARTICLE 6
Rest Days

6.1 Employees will be assigned two consecutive rest days in each seven-day period except where unforeseen operational requirements do not allow.

In establishing positions, preference shall be given to Saturday and Sunday, and then to Sunday and Monday.

In the event that rest days are changed or cannot be established consecutively, the Company will be required to provide the affected employees and the local chairperson with 72 hours advance notice in writing.

It shall be incumbent upon the Company to show that such departure is necessary to meet operational requirements.

ARTICLE 7
Spare Boards

7.1 Spare boards may be established as required under conditions to be arranged between the proper officer of the Company and the designated Representative of the Union.

ARTICLE 8
General Holidays

8.1 General holidays are:

	QUEBEC	OTHER PROVINCES
New Year's Day	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
January 2 nd *	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Good Friday	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Victoria Day	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fête Nationale	<input checked="" type="checkbox"/>	
Canada Day	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
First Monday in August	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Labour Day	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Thanksgiving Day <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Remembrance Day		<input checked="" type="checkbox"/>

Christmas Day	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Boxing Day	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

* See Appendix 2.

8.2 An employee who meets the eligibility requirements specified in paragraph 8.5 or 8.6 shall be granted a holiday with pay on the general holidays specified in paragraph 8.1. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following or preceding the employee's rest days. In instances when a general holiday falls on a Saturday or Sunday, the President of Council 4000 and the Vice-President, Labour Relations (or their designates) shall meet to discuss whether it would be more appropriate to move any general holiday to another day in order to emulate the common practice of other federally-regulated employers. If no agreement is reached, the general holiday will be moved to the day following, for those employees with Saturday and Sunday scheduled rest days.

8.3 Eligible employees whose vacation period coincides with any of the general holidays specified in paragraph 8.1 shall receive an extra day's vacation with the pay to which entitled for that general holiday.

GENERAL HOLIDAY PAY

8.4 Eligible employees will be paid for a general holiday on the following basis:

- (a) Regularly assigned employees will be paid a day's pay at the straight time rate of their regular assignment (i.e., all regularly scheduled hours that employees would have worked on their regular assignment).
- (b) Unassigned or spare employees, provided they are available for work if the holiday occurs on one of their work days, excluding vacation days, who are qualified under paragraph 8.2 and who are not required to work on a general holiday, shall be paid based on the average hours worked per day over the previous 30 calendar days at straight time rates, not to exceed a maximum of eight hours pay. Straight time rate of pay will be the rate of pay of the last position worked prior to the general holiday.

NOTE: This sub-paragraph (b) does not apply in respect of an employee who is: (1) laid off; or (2) suffering from a bona-fide injury; or (3) hospitalised on the holiday; or (4) in receipt of, or subsequently qualifies for, weekly indemnity benefits because of illness on such holiday.

EMPLOYEES NOT REQUIRED TO WORK ON A GENERAL HOLIDAY

8.5 In order to be eligible for general holiday pay for any one of the holidays specified in paragraph 8.1, employees who are not required to work on a general holiday must satisfy the conditions set out in sub-paragraphs (a) and (b) of this paragraph:

- (a) They must have been in the service of the Company and available for duty for at least 30 calendar days.
- (b) They 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: (1) bona fide injury; or (2) hospitalization; or (3) illness for which the employee qualifies for weekly indemnity benefits; or (4) authorized maternity leave; will be included in determining the seven shifts or tours of duty referred to in this sub-paragraph (b).

EMPLOYEES REQUIRED TO WORK ON A GENERAL HOLIDAY

8.6 Employees who work on a general holiday shall be eligible for general holiday pay. In addition, they shall be paid for actual time worked on the general holiday at time and one half of their regular rate of pay with a minimum of three hours for which three hours work may be required. However, an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

NOTE: Shifts or tours of duty commencing between midnight and 2359, inclusive, on the day of the general holiday shall be considered as work on that holiday.

8.7

- (a) When work is required to be performed on a general holiday the Company will inform the Local Chairperson concerned which position(s) will be required. The employee(s) required to work will be

assigned as locally arranged. If such local arrangement is not concluded prior to four calendar days in advance of the general holiday the Company will designate the employee(s) required to work these positions.

- (b) Advance notice of four calendar days will be given when employees are required to work on a general holiday except for unforeseen exigencies in which case the employees required to protect the work will be notified not later than the completion of their last shift or tour of duty immediately preceding the general holiday that their services will be required.

8.8 Employees who are required or called to protect work and who fail to report for duty will not be eligible for general holiday pay.

**ARTICLE 9
Vacations**

9.1 Vacation entitlement table

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

VACATION QUALIFICATIONS CRITERIA			VACATION ENTITLEMENT		
Minimum Number of Years Continuous Employment Relationship at January 1 st of the Current Year	Minimum Number of Days Cumulative Compensated Service (CCS) at January 1 st of the Current Year	Minimum Number of Days Cumulative Compensated Service (CCS) by Next Service Anniversary Date	Days of CCS during the preceding calendar year for One Day of Paid Vacation	Maximum Number of Weeks Vacation	Vacation Pay Factor
Less than 3	—	—	25	2	4 %
3	750	1,000	16 2/3	3	6 %
9	2250	2,500	12 1/2	4	8 %
19	4750	5,000	10	5	10 %
28	7000	7,250	8 1/3	6	12 %

Note: Employees hired on or after January 1st 2014, who will meet all of the qualifications as set forth in the table above

during the calendar year (except column 3), will be granted a vacation allotment scheduled as though they do meet all such qualifications at the beginning of the current calendar year. Any vacation granted for which employees do not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year.

9.2 Where methods relating to calculation of vacations may differ from the foregoing, such methods will continue to apply.

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

9.4 Employees who, while on annual vacation, become ill or are injured, or who take bereavement leave under Article 31, shall have the right to terminate (temporarily) their vacation. For those ill or injured, they will be eligible for weekly indemnity benefits. Ill or injured employees who are again fit for duty shall immediately so inform the Company officer in charge, and bereaved employees who have completed their leave under Article 31, will continue their vacation if within their scheduled dates. The remaining vacation which falls outside the employee's scheduled dates, will be re-scheduled as may be locally arranged between the proper officer of the Company and the authorized Local Union representative.

9.5 Employees who, due to sickness or injury, are unable to take or complete their annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

9.6 Employees who are entitled to vacation shall take same 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 rate of time and one-half their regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which they are entitled will be granted at a later date as locally arranged. This paragraph 9.6 does not apply where rescheduling is a result of employees exercising their seniority to a position covered by another vacation schedule.

9.7 Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, parental leave, to

attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 120 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

9.8 Vacation days shall be exclusive of the assigned rest days and the legal holidays specified in articles 6 and 8 respectively.

9.9 Days worked on any position covered by a similar Vacation Agreement will be counted as service for vacation purposes under this agreement.

9.10 Employees will be compensated for vacation at the rate of the position which they would have been filling during such vacation period. Employees not assigned to a permanent or temporary position or temporary vacancy at the commencement of their vacation period will be compensated at the rate of pay of the last position worked.

9.11 Employees terminating their employment for any reason at a time when an unused period of vacation with pay stands to their credit shall be allowed vacation calculated to the date of their leaving the service, as provided for in Article 9.1, and, if not granted, will be allowed pay in lieu thereof.

9.12 Employees who are laid off shall be paid for any vacation due them at the beginning of the current calendar year not previously taken, and, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due them at the beginning of the following calendar year.

9.13 Employees who (1) leave the service of their own accord, (2) are dismissed for cause and not reinstated in their former seniority standing within two years of date of such dismissal, will, if subsequently returned to the service be required to again qualify for vacation with pay as provided in paragraph 9.1.

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

9.15 Applications for annual vacations from employees, other than those employed at main locomotive or car shops, shall be filed prior to February 1st.

9.16 Applications filed prior to February 1st, insofar as it is practicable to do so, will be allotted vacation during the summer season and Christmas season, in order of seniority of applicants, and unless locally arranged or failing such local arrangements, authorized by the officer in charge, the vacation shall be continuous. Applicants will be advised in February of dates allotted them, and unless otherwise locally arranged, employees must take their vacation at the time allotted.

9.17 Unless otherwise locally arranged, employees who do not apply for vacation prior to February 1st, shall be required to take their vacation at a time to be prescribed by the Company.

9.18 Employees at main locomotive or car shops who are entitled to a vacation with pay will be granted such vacation during the period the shop at which employed is closed, unless otherwise locally arranged.

9.19 Notwithstanding the provisions of paragraphs 12.1 and 12.6, the officer in charge and the local chairperson of the employees will, as far as practicable, make local arrangements to carry on the work while members of the staff are on vacation, with the object of avoiding additional expense to the Company. Should such arrangements result in the establishment of a vacation relief position, it shall be bulletined in accordance with article 12. If this is not practicable (first sentence), employees engaged temporarily, or employees temporarily promoted from one position to another to provide vacation relief will be paid the schedule rate applicable to such position. Employees engaged temporarily, or employees temporarily promoted to a Clerk's position to assist in keeping up the work, will be paid not less than the minimum schedule rate for a Clerk's position on the staff on which employed. In the application of this rule due regard will be given to article 23 "Starting Rates".

9.20 Employees who exercise their 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 arranged.

9.21 Employees desiring an advance vacation payment must make application for same not later than five weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an

appropriate amount (approximately 30%) to cover standard deductions.

9.22 Extra and unassigned employees will be compensated for vacation on the basis of a percentage of their previous year's earnings, the percentage amounts to be determined based on entitlement as specified under paragraph 9.1 of this agreement.

ARTICLE 10 **Seniority Groupings**

10.1 Clerical and other classes of employees, as listed below, in the following departments of the Company, shall be grouped for the purposes of seniority:

- Accounting
- Administrative Services
- Automotive Services
- CN Real Estate
- Crew Management Centre (CMC)
- Customer Support Centre (CSC)
- Engineering *
- Fleet Management
- Intermodal **
- Marketing
- Mechanical *
- Operations Service Centres (OSC)
- Revenue Management
- Rail Traffic Control Centre *
- Safety and Loss
- Supply Management
- Transportation *
- Transportation Services

* Other than these covered by other Collective Agreements.

** Intermodal seniority as per Articles 6 and 7 and Appendix 2 of the Supplemental Agreement.

10.2 The seniority groups shall be:

- i) The former Atlantic Region
- ii) The former St. Lawrence Region
- iii) The former Great Lakes Region
- iv) The former Prairie Region
- v) The former Mountain Region

NOTE: These modifications to Article 10 are not intended and should not be interpreted or construed as either diminishing or expanding the scope of this bargaining unit, in relation to any other bargaining unit or units, non-bargaining unit employees or any other individuals or groups not party to this Collective Agreement.

ARTICLE 11
Seniority

11.1 Employees will be considered on probation until they have completed 60 days of actual work in the service of the Company. If considered to be unsuitable during the probationary period, employees will be subject to an investigation under Article 24.2, after which such employees may not be retained in the service.

11.2 Seniority lists will be maintained for each seniority group showing seniority numbers, names, positions, location 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, on or before June 30 and December 31 of each year. 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 designated Representative of the Union shall, at any time and upon request, be provided with an updated copy of the seniority list.

11.3 The name of an employee shall be placed on the seniority list immediately upon being employed on or for a position covered by this agreement. Employees transferred to an excepted position or on leave of absence will have appropriate notation placed opposite their names. Casual help shall not establish seniority under this agreement. Extra and unassigned employees will remain on the seniority list providing that they assume a regular position bulletined under paragraph 12.1 within eighteen months from the first day of compensated service as an extra and unassigned employee. Failure to do so will result in extra and unassigned employees forfeiting their seniority and their names will be removed from the seniority list.

11.4 Protests respecting seniority status must be submitted in writing within 60 calendar days from the date seniority lists are posted. When proof of error is presented by employees or

their representative, such error will be corrected. Except by mutual agreement, seniority standing shall not be changed after becoming established by being posted for sixty calendar days following date of issue, without written protest.

11.5 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. Names which have not appeared on four consecutive seniority lists shall not be restored to such seniority lists except in accordance with paragraph 11.13 or by agreement with the designated Representative of the Union.

11.6 Employees with less than one year's seniority who, while filling a position under this agreement, accept a non-supervisory position under another wage agreement shall forfeit their seniority under this agreement and their names shall be removed from the seniority list. This shall not apply when employees accept temporary and/or relief work under another wage agreement but should such temporary and/or relief work extend into a continuous period exceeding six months they shall forfeit their seniority under this agreement and their names shall be removed from the seniority list.

11.7 Employees with one year's seniority or more who, while filling a position under this agreement, accept 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 months' 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. The foregoing does not apply to scrap yard employees promoted to positions of Burner or Cutter.

11.8 The provisions of paragraphs 11.6 and 11.7 shall not apply to employees who, while holding seniority rights under another wage agreement, obtain employment and establish seniority rights under this agreement. If such employees, while

filling a position under this agreement, exercises their seniority under the provisions of another wage agreement, their names shall be removed from the seniority list. Employees shall not be regarded as having exercised seniority rights when used for emergency service only.

11.9

(a) The name of employees holding seniority under this Agreement who were

(i) filling permanent official or excepted positions with the Company, or its subsidiaries, prior to June 14, 1995, will be continued on the seniority list and shall continue to accumulate seniority until June 30, 1996. Following this period, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to June 30, 1996.

(ii) who, on or after June 14, 1995, will fill permanent official or excepted positions with the Company, or its subsidiaries, will be continued on the seniority list and shall continue to accumulate seniority for a period of one year after the date of appointment. Following this period, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated.

(iii) who, subsequent to April 1, 2001, is temporarily promoted to a non scheduled, official or excepted position with the Company for a period of up to twenty four months, will continue to accumulate seniority. Should the employee remain on such a position for a period of time in excess of twenty-four months, the requirements of sub Article 11.9(a)(ii) will apply and the employee will, at the completion of the two year period, no longer continue to accumulate seniority but continue to retain the seniority rights already accumulated.

NOTE: In the application of this paragraph, should an employee holding a non-scheduled, official or excepted position be set back to a position covered by this Collective Agreement

for a period of less than forty five days, such time will be considered as part of the twenty four months.

- (b) When employees are released from excepted employment, except at their own request or as provided in paragraph 12.19, such employees may exercise their seniority rights to the position held by the junior employee on the same shift, classification and department that they held at the time of being promoted. Should they have insufficient seniority to displace the junior employee, then they must displace the junior employee on any position for which they have the seniority and qualifications. Employees must make their choice of a position, in writing, within ten calendar days from the date of release from excepted employment and commence work on such position within 30 calendar days from the date of release from excepted employment. Failing this, they shall forfeit their seniority and their names shall be removed from the seniority list.

NOTE: When an employee is temporarily promoted to an excepted position:

- (i) for less than one hundred and eighty (180) days by reason of the regular incumbent having elected Maternity or Child Care Leave, or
- (ii) for less than one hundred and twenty (120) days in all other cases,

such employee's position will be filled in accordance with paragraph 12.6. When released from excepted positions, employees must return to their regular assignments.

- (c) The appropriate Regional Representatives of CAW Council 4000 will be notified 24 hours in advance when bargaining unit employees are to be promoted on either a temporary or permanent basis. In cases of temporary promotion, the Company will advise of the approximate duration for such promotion.

When promoted employees are to be released from a non-scheduled position of more than thirty (30) days and returned to

the bargaining unit, the Company will advise the applicable Regional Representative in advance of their return.

11.10 INTENTIONALLY LEFT BLANK

11.11 The name of employees transferred with their work from a staff covered by this agreement to a staff not covered by this agreement, shall be removed from the seniority list.

11.12 The seniority status of employees transferred with their work from a staff not covered by this agreement to a staff covered by this agreement shall be decided by agreement between the proper officer of the Company and the designated Representative of the Union. The basis of such decision shall be the seniority to which they would have been entitled had their service on such other staff been governed by the terms of this agreement.

11.13 Employees who have been discharged and are subsequently returned to the service on a position covered by this agreement will only be allowed seniority from the date of their return to the service, unless reinstated with their former seniority status. Employees who are not reinstated with their former seniority status within two years of the date of their discharge may only be so reinstated by agreement between the proper officer of the Company and the designated Representative of the Union.

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

- (a)** The employee who commenced work at the earliest hour of the day shall be senior;
- (b)** When the employees commenced work at the same hour the one who signed the company's application form for employment (Form 85B) first shall be senior;
- (c)** All other things being equal they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the designated Representative of the Union.

11.15 Employees temporarily promoted pursuant to this Article and subsection will continue to pay union dues for the purposes of accumulating seniority only.

ARTICLE 12

Bulletining and Filling Positions

12.1 When required, permanent assignments (which shall include permanent vacancies in assignments and new permanent assignments) and seasonal positions, will be advertised on Regional Bulletins.

12.2 When required, regional bulletins will be issued every third Wednesday. Bulletins will be posted promptly for a period of five calendar days in places accessible to all employees affected and a copy of each bulletin will be furnished to the Local Chairperson concerned.

12.3 All bulletins will show classification and location of the position, general description of duties, necessary qualifications (where applicable), rate of pay, hours of assignment including meal period, assigned rest days, the approximate date of commencement for seasonal and temporary assignments and their approximate duration. Where the nature of the work will require successful applicants to perform their duties outside, such information will be specified in the bulletin.

Where applicable, bulletins advertising for permanent positions or temporary vacancies will indicate the previous incumbent on the position being advertised.

Employees, other than those referred to in paragraph 11.9, desiring such position will submit written application showing seniority number, present classification and location, together with their qualifications. Applications must be filed to reach the designated officer not later than the tenth day after the date of bulletin. As evidence that an application has been submitted, a copy of the application must be forwarded to the Local Chairperson by the employee.

12.4 INTENTIONALLY LEFT BLANK

12.5 When the starting time of a permanent assignment is changed more than two hours but less than eight hours, or the rest days are changed, such assignment will be considered vacant and advertised at the terminal. The incumbents of such assignments may exercise their seniority to another permanent assignment, at the same rate or lower rate of pay, for which they are qualified, within the terminal. The employees affected thereby will also exercise their seniority to another permanent assignment, at the same rate, or a lower rate for which they are qualified, within the terminal. Such

employees will not be considered as displaced within the meaning of Article 13.

12.6 Temporary assignments, when known to be for more than 30 working days' duration, will not be bulletined. However, suitable advice notice will be posted, as required, at the terminal affected. Such assignments shall be awarded to the qualified senior employee at the terminal who makes application therefore within five calendar days from the date notice is posted. The advice notice shall contain an estimated duration of the temporary assignment. The successful applicant shall be permitted to assume the assignment within ten days from the date the advice notice is posted. Applications from regularly assigned employees may only be accepted when it is known the assignment is for more than 30 working days and when it involves an increase in rate of pay, or a change in shift, or rest day or days. When other qualified employees are available, regularly assigned employees will not be allowed to commence work on a temporary assignment and their permanent assignment on the same day. Should the temporary assignment go beyond its predicted duration, the Company will re-post the advice notice.

12.7 Temporary assignments of 30 working days or less, and vacancies in other assignments pending occupancy by the successful applicant, may be filled by a senior qualified employee at the terminal affected, who desires the assignment, without the necessity of advice notice or bulletin. An employee filling an assignment under this paragraph may be required to remain on such assignment until its completion and will not be subject to displacement except by a senior qualified employee who is unable to hold either a permanent assignment or a temporary assignment of more than 30 working days' duration at the terminal. When it is known that a temporary assignment under this paragraph 12.7 will occur, employees desiring same may be required, as locally arranged, to make their intentions known some time prior to the starting time of the assignment.

12.8 Employees, who have applied for a bulletined position, may cancel their application provided written cancellation reaches the designated officer not later than the tenth calendar day after date of a regional bulletin or the fifth calendar day in the case of a terminal bulletin. As evidence that the application has been cancelled, a copy of the cancellation must be forwarded to the Local Chairperson by the employee. Unless there is no other qualified applicant, an employee vacating a

position will not be considered for such position until it again becomes vacant.

12.9 Where no applications are received from qualified employees in the seniority group in which a vacancy occurs, and no qualified employees are available on the Region laid-off list, a written application from the qualified senior employee from another seniority group will be given preference. Such employees 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.

12.10 Employees who, in accordance with paragraph 12.9, transfer from one group to another and later transfer to a third group will forfeit their seniority in the original group. Similarly, employees transferred from the second seniority group to an excepted position will forfeit their seniority in the first seniority group.

12.11 In the event that there is an unfilled vacancy for which there is no qualified applicant, the junior qualified employee at the terminal may be required to fill such position. In such cases, the Company will arrange the training of another employee for the position so that employees required to fill the positions may be returned to their regular assignment as soon as is practicable and shall be able to resume their former positions after 30 calendar days. The Company shall inform the Local Chairperson under whose jurisdiction the employee comes that this article has been invoked (see Appendix 3).

12.12 When a vacancy or a new position is to be filled, it shall be awarded to the senior applicant who has the qualifications required to perform the work. Management will be the judge of qualifications subject to the right of appeal by the employee and/or the Union. The names of the appointees and their seniority will be shown on the next bulletin.

12.13 Employees appointed to an assignment bulletined in accordance with paragraph 12.1 may be permitted to assume such assignment within 45 calendar days in their appointment, or on completion of their present temporary assignment. Employees appointed to an assignment bulletined in accordance with paragraph 12.1 may be required to remain on such assignment for up to 9 months.

12.14 Regularly assigned employees who work a temporary assignment advertised under paragraph 12.6 must complete such temporary assignment. Upon completion of such assignment (including abolishment under paragraph 13.2 and displacement under sub-paragraph 13.3 (a)), employees will return to their permanent assignment and may be required to remain on such assignment for up to 45 calendar days, or may be allowed to fill a temporary assignment in accordance with paragraph 12.7.

NOTE: Notwithstanding the above provisions, an employee will have the option of applying for one additional temporary assignment posted under advice notice at the terminal duties provided that they can perform the entire required job related duties without any training or familiarization. Upon completion of this one subsequent move (including abolishment under Article 13.2 and displacement under sub paragraph 13.3(a)), the employee will return to his/her permanent assignment and may be required to remain for up to 45 calendar days on that assignment or may be allowed to fill a temporary assignment in accordance with sub paragraph 12.7.

12.15 Employees returning from vacation or leave of absence (except as provided in paragraph 11.9) may be required to return to their permanent assignment. Within three working days of their return, they may exercise their seniority to any permanent assignment bulletined in accordance with paragraph 12.1 during their absence. Employees thereby displaced will return to their former permanent assignments, or may exercise their seniority rights to any permanent assignments awarded under paragraph 12.1 to a junior employee during the period between their appointment and subsequent displacement.

12.16 Employees, who are assigned to positions by bulletin, will receive a full explanation of the duties of the position and must demonstrate their ability to perform the work within a reasonable probationary period up to 30 working days, the length of time dependent upon the character of the work. In any event, such probationary period will not be less than 5 working days. Any extension of time beyond 30 working days shall be locally arranged. Failing to demonstrate their ability to do the work they shall be returned to their former position without loss of seniority and employees so displaced will be allowed to exercise their seniority. When employees who have been assigned to a position by bulletin fail to demonstrate their ability to perform the work, the position will be rebulletined.

12.17 When senior applicants are not awarded a bulletined position, they may appeal the appointment, in writing, within 14 calendar days of such appointment through the grievance procedure. After making an appeal, they may be required or shall at the request of the Local Chairperson be allowed to demonstrate their qualifications for the position. The Local Chairperson may be present at such demonstration.

12.18 Employees, removed from a position to which they had been appointed, as a result of a grievance filed by a senior employee, may return to their former position, or exercise their seniority rights to any position for which they are qualified, awarded to a junior employee during the period between their appointment and subsequent removal and employees so displaced will be allowed to exercise their seniority.

12.19 Employees, who are removed from their regular position as a disciplinary measure, will not be permitted to displace any regularly assigned employee but will be permitted to apply for any vacancies within their group.

ARTICLE 13

Staff Reduction, Displacement and Recall to Service

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

13.2 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.

13.3 Employees whose permanent assignments are abolished or who are displaced from their permanent assignments may:

- (a) displace a junior employee in their own seniority group on a permanent assignment for which they are qualified or, if there are no such permanent assignments for which they are qualified, they may displace on a temporary assignment under paragraph 12.6, or

- (b) after exhausting their seniority rights at their home terminal, they may elect to protect spare and relief work in their own seniority group at their present terminal or at any terminal on their Region at which they have previously been laid off or displaced, provided work is available at such point. The number of employees protecting spare and relief work in any seniority group at any one point shall not exceed one such employee for every five assignments established in that seniority group at that point.

Such employees will forfeit their seniority and their name will be removed from the seniority list if they do not notify the officer in charge and the local chairperson, in writing, of their choice within two working days in the case of assignments or work at their home terminal and within four working days in respect of assignments or work outside their home terminal, from the date of receiving notification of displacement or notification of abolition of their assignment.

Employees who do not elect (b) above and have exhausted their seniority rights under their Basic Seniority Territory will have their name placed on their regional laid-off list. Copies of the regional laid-off list will be supplied to the designated Representative upon request. Copies of the spare and relief list will be supplied to the Local Chairperson concerned upon request.

13.4 Employees who have signified their intention to displace a junior employee, at their terminal, will forfeit their seniority and their name will be removed from the seniority list if they fail or refuse to commence work on the permanent assignment they have chosen within 3 working days of having their permanent assignment abolished or of being displaced.

Employees who have signified their intention to displace a junior employee, outside their terminal, will forfeit their seniority and their names will be removed from the seniority list if they fail or refuse to commence work on the permanent assignment they have chosen within 5 working days of having their permanent assignment abolished or of being displaced.

13.5 Employees, who have signified their intention to remain available for spare work, shall forfeit their seniority and their names shall be removed from the seniority list, if they fail to apply for a bulletined position which they are qualified to fill or have previously worked in their seniority group at the terminal where they remain available for spare work or if they fail or

refuse to report for local work which they are qualified to fill or have previously worked upon eight hours' notice to do so. The foregoing provisions will also apply to employees hired on a temporary basis.

13.6 Senior employees allowed to displace a junior employee shall receive a full explanation of the duties of the position and must demonstrate their ability to perform the work within a reasonable probationary period up to 30 working days, the length of time dependent upon the character of the work. In any event, such probationary period will not be less than 5 working days. Any extension of time beyond 30 working days shall be locally arranged. The provisions of paragraph 12.17 may be applied in cases when an employee is not allowed to displace.

13.7 Employees who have exercised their seniority in accordance with this article and fail to show necessary qualifications for the position chosen, will be required to vacate such position. They may again displace a junior employee for whose position it is considered they are qualified. The employee originally displaced, and other employees displaced as a direct consequence thereof, shall return to their former positions.

13.8 When employees are on leave of absence or vacation at the time their positions are abolished or they are displaced, the time limits specified in this article will apply from the time they report for duty.

13.9 Employees, who fail to comply with paragraphs 13.4 or 13.5 because of illness, or other cause for which leave of absence has been granted, shall not lose their seniority.

13.10 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. Employees who fail to comply with either of these requirements will forfeit their seniority and their names shall be removed from the seniority list.

13.11 When a vacancy is not filled in accordance with paragraph 12.9, laid-off employees, if qualified, shall be given preference of employment in seniority order in filling new positions or vacancies in other than their own seniority group. The designated Representative of the Union will be advised in

writing when any laid-off employees are awarded positions pursuant to this article.

13.12 Laid-off employees, who accept work in a seniority group other than their own, will accumulate seniority from the date they commence work in such group. They will retain full seniority rights in their former group until such time as they refuse to accept a recall to such former group. Upon returning to their former group they will forfeit all rights in the group to which they had transferred.

13.13 Laid-off employees shall, if qualified, be recalled to service in order of seniority when an assignment in their seniority group remains unfilled after having been bulletined.

- (a) An employee, recalled from layoff, shall be notified by telephone at the last number on record with the Company.
- (b) When employees cannot be contacted 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.

13.14 Laid-off employees subject to recall will not be required to report for duty providing that:

- (a) It is definitely known that the duration of the work will not exceed 30 calendar days and another junior qualified laid-off employee is available; or
- (b) the position available is not in their job security eligibility territory; or
- (c) the employees are not qualified for weekly layoff benefits.

In all events, the employees concerned must give written advice of their intentions to their immediate supervisor immediately upon receipt of notification to resume duty.

NOTE: This article does not constitute a guarantee of 30 calendar days of employment.

13.15 Laid-off employees who are contacted and fail to report for duty or to give a satisfactory reason for not doing so within ten calendar days from date of notification by telephone, will forfeit their seniority and their name will be removed from the seniority list.

Employees who have not been recalled within two (2) years or who have exhausted their entitlement to benefits, whichever is the later, will forfeit their seniority and their name will be removed from the seniority list unless they advise the Company and the Local Chairperson otherwise. This advice must be in writing, including his/her current address and phone number, and must be received by the proper officer of the Company within 30 days prior to the date they would otherwise forfeit their seniority.

If the employee properly advises the Company as above, he/she will be permitted to remain available for recall for one (1) additional year (for a total of 3 calendar years from the last date of lay off) to any position that has been properly bulletined, has remained vacant and for which he/she is qualified to perform. During this additional year, should the employee refuse any recall in accordance with the terms of the Collective Agreement 5.1 or the Supplemental Agreement, he/she will forfeit his/her seniority.

ARTICLE 14 **Transfers**

14.1 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 designated Representative of the Union shall cooperate to determine the number of employees who shall transfer.

14.2 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 15
Rehabilitation

15.1 When mutually agreed to between the proper officer of the Company and the designated Representative of the Union, employees who have become unfit to follow their usual occupation may:

- (a) Displace a junior employee in their own seniority group for whose position they are qualified; or
- (b) Be placed, when mutually agreed between the proper officer of the Company and the designated Representative of the Union, in a position on their Region notwithstanding that it may be necessary to displace an able bodied employee to provide suitable employment for them. Such mutual agreement will not be unreasonably or arbitrarily withheld;
- (c) If, after the application of sub-paragraphs (a) and (b) above, employees who are still not able to hold work, they may be trained, providing they have the suitability and adaptability, to fill a vacant assignment or to displace a junior employee.

NOTE: The Company medical department will determine employees' fitness to follow their usual occupation. The designated Representative of the Union will be advised when rehabilitated employees become fit to follow their usual occupation.

In the event of a dispute regarding the Company medical department's determination, the employee will be entitled to one independent medical assessment, selected and paid for by the Company in line with the Company's current medical department's policy.

15.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.

15.3 Rehabilitated employees placed on positions shall not be displaced by an able-bodied employee so long as they remain on such positions, except when senior employees are otherwise unable to hold a position in their seniority group. Should they subsequently recuperate they shall be subject to displacement, in which case they shall exercise their seniority rights.

ARTICLE 16

Training

16.1 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. The supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Local Chairperson of the Union will be informed when employees exchange positions in accordance with this article.

Training During Normal Working Hours

16.2 Employees required by the Company to take training during their normal working hours will be paid their regular rate of pay while in training. In this article, the use of the word "training" is meant to encompass both on-the-job and/or classroom instruction.

Training Outside Normal Working Hours

16.3 Employees required by the Company to take training outside their normal working hours will be compensated at their regular rate of pay while in training, except that on any day when the Company requires employees to take training in addition to working their regular assignment, they shall be compensated for all such combined time, in excess of eight hours, at punitive rates.

Voluntary Training

16.4 Where training facilities are provided by the Company on a voluntary basis an employee taking advantage of such training will not be compensated.

16.5 The Company shall have training courses which will be sufficient to allow the employees opportunities to upgrade their knowledge and skills when it is known a permanent position will become vacant or there is a need to qualify additional employees for a given position. Applications for training will be invited and bulletins will be posted as locally arranged for employees covered under this Agreement for a period of not less than 14 calendar days in January of each year and thereafter when

necessary. The bulletin will contain all pertinent information, such as type of course, hours, duration and location of courses. Applicants will be considered in seniority order provided they have the suitability and adaptability to fill the positions. For the purpose of an employee being absent, the provisions of Paragraph 12.15 will apply, provided that the training course has not yet commenced. Time spent in training will be considered for all intents and purposes as time worked. Employees presently in the service of the Company who have the suitability and adaptability will be considered for training before a person not already in the employ of the Company. When trained for more than 5 days, employees who have successfully completed training for work in a certain classification may be required to remain on a position or cover work in such classification for a maximum period of 120 shifts.

When an employee is the successful applicant to a higher-rated position bulletined in accordance with the provisions of Paragraph 12.1 and is not permitted to immediately assume such position as a result of being required, at any time during the 120 shifts referred to above, to remain on another position or cover work in a certain classification, such employee will be compensated at the higher rate of pay during such time. Upon being released, the employee may be required to assume such higher-rated position.

16.6 Provided they have the suitability and adaptability to perform the work, employees required to exercise their seniority in accordance with Article 13 and who would otherwise be unable to hold work at their terminal will, upon request, be trained for the permanent position held by the junior employee at their:

- (a) own level of pay; or
- (b) lower level of pay; or
- (c) where an employee required to exercise his seniority in accordance with the above is on a position at a lower level rate of pay than a level H position, they may displace up to a level H position inclusive.

The junior employee so displaced will be required to exercise seniority in accordance with Article 13 and, if otherwise unable to hold work at the terminal, will be trained, upon request, for the permanent position held by the junior employee at the terminal. Employees trained under this Paragraph 16.6 for work in a certain classification may be required to remain on a

position or cover work in such classification for a maximum period of 120 shifts.

16.7 Employees designated to train others by direction of the appropriate Company officer for one hour or more during a shift, will receive a trainer's allowance of \$2.00 per hour spent training. The Company may designate those employees who will provide such training.

16.8 Employees required to attend training at other than their home terminal will be allowed necessary actual expenses, in accordance with the provisions of Article 18.

ARTICLE 17

Leave of Absence and Free Transportation

17.1 Employees appointed or elected as salaried representatives of the employees shall, upon request, be granted leave of absence without pay while so engaged.

Cumulative Compensated Service for Union Representatives during the period of absence associated with their serving in an elected capacity, will be credited for the purposes of vacation entitlement should they revert to active service in a position governed by the Collective Agreement.

17.2 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. Leave of absence for the President of each Regional Local from Council 4000 will be granted to attend Executive Council Board meetings up to two (2) times per year. The request for leave of absence must be provided by the local chairperson or designated Representative to the employee's immediate supervisor with as much advance notification as possible, however not less than 72 hours prior to the commencement of the leave of absence.

17.3 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.

17.4 Employees shall, upon request, be granted free transportation in accordance with pass regulations and leave of absence without pay to attend local Union general meetings

or other Union meetings. Such leave of absence will be granted only when it will not interfere with the Company's business nor put the Company to additional expenses.

17.5 Employees, at the discretion of the Company, may be granted leave of absence of up to three months, permission to be obtained in writing. Leave of absence may be extended by application in writing to the proper officer in ample time to receive permission or return to duty at the expiration of such leave. Unless such extension of leave of absence is granted or absolute proof is furnished of bona fide sickness preventing such return, a registered letter will be sent to employees instructing them to report for an investigation, in connection with the unauthorized leave of absence. If within a period of three (3) months from the date of the letter they fail to report for duty and investigation, they shall forfeit their seniority and their names shall be removed from the seniority list and the Local Chairperson shall be so informed.

17.6 Leave of absence for educational purposes may be granted to employees in accordance with the company's regulations. The designated 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.

17.7 Leave of absence under article 17 shall not be granted for the purpose of engaging in work outside the Company service, except in cases involving sickness, or when made the subject of mutual agreement between the proper officer of the Company and the designated Representative of the Union.

17.8 The names of employees on authorized leave of absence shall be continued on the seniority list for the group in which they have established seniority rights.

17.9 The Union must provide the proper officer of the Company, at each location or terminal, by January 15th of each year, a list with the names of all local officers and authorized committee members, for whom it may request authorization for leaves of absence, in relation to the foregoing paragraphs. The Company must also be advised of any changes to that list, in advance of any requests for leaves by or for persons whose names do not appear on said list.

ARTICLE 18

Service Away From Home Headquarters

18.1 Employees who are regularly assigned to positions, the duties of which require them to be on the line from time to time, will be allowed necessary actual expenses while away from Headquarters. This will also apply to employees relieving on such positions. The provisions of paragraph 18.1 do not apply to employees engaged in the operation of vehicles in Highway Services, except as otherwise agreed.

18.2 Regularly assigned employees required to perform service away from the station at which regularly employed will be compensated in accordance with the schedule rules applicable at the point at which such service is performed for the time actually worked. Unless sleeping car accommodation is furnished or paid for by the Company such employees will be compensated at the hourly rate for the time occupied in traveling. The number of hours paid for will not be less than they would have earned on their regular assignment. Necessary actual expenses will be allowed while away from Headquarters when supported by receipts.

ARTICLE 19

Attending Court

19.1 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.

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

ARTICLE 20

Held for Investigation or Company Business

20.1 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 21

Relief Work and Preservation of Rates

21.1 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.

21.2 INTENTIONALLY LEFT BLANK

21.3 Paragraph 21.1 shall not apply to a weekly rated employee who is filling a higher-rated position through a higher-rated employee being absent from duty with pay due to sickness or similar cause, other than vacation.

21.4 An employee engaged temporarily or an employee temporarily promoted, on account of an employee being off duty without pay due to sickness or similar cause, or on vacation with pay, shall receive the rate applicable to the position on which employed.

21.5 The classifications and rates of pay for additional positions established on staffs covered by this agreement shall be in conformity with classifications and rates of pay for positions of similar kind or class covered by this agreement.

21.6 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.

21.7 No change shall be made in agreed classifications or basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates of pay are proposed, or when it is considered that a position is improperly classified or rated, the work of the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the Company and the designated Representative of the Union, with the object of reaching agreement on revised classifications and/or rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

ARTICLE 22
Service Letters

22.1 The Company will, within 30 days from date of employment, return all service cards and letters of recommendation taken up for inspection by the Company, except for those addressed to or issued by the Company.

22.2 Employees dismissed or leaving the service of their own accord, after giving due notice, will, upon request, be given the usual letter of reference and will be paid as soon as possible.

ARTICLE 23
Starting Rates

23.1 Attached as Appendix 10 of the Collective Agreement is a wage scale depicting the clerical wage levels and examples of basic job rates.

23.2 Employees entering the service prior to March 1, 1988, are subject to the existing rates of pay and the rules and practices related thereto.

23.3 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 1: Each 7 months of compensated service equates to 7 X 21 working days = 147 working days of compensated service.

NOTE 2: This provision will replace all existing step rate provisions.

NOTE 3: Effective April 14, 1989, the provisions of this article do not apply to employees employed on the position of Mechanic "A".

ARTICLE 24

Discipline and Grievance Procedure

24.1 Employees will not be disciplined for or discharged for major offenses without a fair and impartial hearing.

24.2 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). Except as provided under Article 24.3, "Corrective Behaviour -- Informal Investigation", when a formal investigation is to be held, the employee and the designated Union representative will be given at least forty-eight (48) hours notice of the investigation and will be notified of the time, place, and subject matter of such investigation. (A copy of the notice for an investigation will be given to the local chairperson.) This shall not mean that the proper officer of the Company, who may be on the premises when the cause for investigation occurs, shall be prevented from holding an immediate investigation.

Investigations will be held during the employee's regular working hours, as far as practicable. Investigations held outside the employee's working hours will not be null and void.

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 of the union who are employees of the Company, or the Union's Accredited Representative. At the beginning of the hearing, the employee (and the authorized representative if present) will be provided with a copy of all the written evidence that is to be introduced. The employee and the authorized representative will be given an opportunity through the presiding officer to ask relevant questions of the witnesses present at the hearing. The questions and answers will be recorded and the employee and the authorized representative

will be furnished with a copy of statements and all evidence presented.

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 offense.

24.3 Corrective Behaviour – Informal Process

This process is designed to help employees modify behaviour which may not be considered appropriate in the workplace. These are minor incidents and it is preferred that the behaviour is modified before the situation worsens.

Articles 24.1 or 24.2 will be applicable to employees subject to discipline or discharge for a major offense.

Before an informal discussion takes place, related to discipline, the employee will be offered union representation for the informal process.

Minor incidents may be handled without the necessity of a formal investigation. Minor incidents are defined as those for which no more than five (5) demerit marks would normally be assessed. The Company and the Union agree that an employee may not be discharged under this informal process. The informal process will not apply to employees whose discipline records stand at thirty (30) or more demerit marks.

Such incidents will be investigated as quickly as possible by a proper officer(s) of the Company. An employee who is alleged to have committed a minor offence will not be assessed discipline without having been subject to the informal process as described above.

The substance of the discussion shall be recorded on an incident report which shall contain the following information:

- DATE:
- LOCATION:
- EMPLOYEE'S NAME AND PIN:
- SUPERVISOR'S NAME AND PIN:
- BRIEF DESCRIPTION OF THE INCIDENT:
- EMPLOYEE'S REMARKS:
- CORRECTIVE ACTION:
- UNION REPRESENTATIVE:

A copy of the incident report shall be given to the employee when action has been decided upon, and a copy may be placed on the employee's file.

In cases where the assessment of discipline is deemed warranted, the employee will be advised in writing within fourteen (14) calendar days from the date the incident is reviewed with the employee concerned.

Should the employee disagree with the discipline assessed at this stage, the employee so notified may initiate an appeal of the discipline in accordance with the provisions of Step 2 of the grievance procedure.

Should the employee disagree with any of the conclusions reached by the Company during the informal process, the employee (or their duly authorized union representative) may, within fourteen (14) calendar days of receipt of notification of discipline, advise the proper officer of the Company that they require that a formal investigation be held pursuant to this Agreement which will then be held without undue delay. In such instances the incident report and the discipline assessed through the informal process will be considered null and void.

24.4 Should employees 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 traveling to and from the investigation.

24.5 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 fourteen (14) calendar days from cause of grievance the employee and/or the Local Chairperson, or the authorized committee member, may present the grievance in writing to the immediate Supervisor who will give a decision within fourteen (14) calendar days of receipt of grievance.

Step 2

Within twenty-eight (28) calendar days of receiving a decision under Step 1, the employee and/or the Local Chairperson or their designate of the Union will advise and meet with Sr. Functional Officers in a Joint Conference with the aim of resolving outstanding issues. Every effort shall be made to schedule such meeting during normal working hours.

A decision will be rendered within twenty-eight (28) calendar days of the date of the joint conference.

Step 3

Within forty-five (45) calendar days of receiving decision under Step 2, the designated Representative of the Union may appeal to the designated Company officers. Each party will notify the other of any changes in designated officers.

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.

24.6 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. A grievance concerning the discharge of an employee will be processed commencing with Step 3 of the grievance procedure within 28 calendar days of the date the employee is discharged. On request, the designated Representative of the Union shall be shown all evidence in the case.

24.7 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.

24.8 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.

NOTE: All grievances and responses, at all steps of the grievance procedure, as well as requests for time limit extensions, and referrals to arbitration must be submitted in writing. Verbal or "email" grievances, responses, requests or referrals not submitted in written form shall not be considered as having been properly transmitted, and therefore may, unless remedied within their time limits, trigger the provisions of Articles 24.8 and 24.9.

24.9 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.

24.10 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 25 **Final Settlement of Disputes**

25.1 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.

25.2 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 Resolution for final and binding settlement without stoppage of work in accordance with the regulations of that Office.

25.3 The request for arbitration must be made in writing within 60 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 Resolution and on the same date by transmission of a copy of such filed notice to the other party.

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

ARTICLE 26
Health and Welfare

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

ARTICLE 27
Paid Maternity Leave Plan

27.1 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 28
General

28.1 Employees will be paid every other Thursday. At the discretion of the Company, all payments to employees may 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."

28.2 INTENTIONALLY LEFT BLANK

28.3 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.

28.4 Employees used to: (a) move locomotives, (b) accompany a locomotive moving equipment on shop tracks, (c) move locomotives beyond the recognized shop track switch, will be compensated for the actual time so occupied at the following rates per hour respectively:

Classifications	EFFECTIVE			
	01/01/2015	01/01/2016	01/01/2017	01/01/2018
(a) GT 21 months	29.49	30.37	31.43	32.37
(b) GT 21 months	27.70	28.53	29.53	30.42
(c) GT 21 months	32.46	33.43	34.60	35.64

Note: New Employee Rates: 00–07 months CCS: 85%, 08–14 months CCS: 90%, 15–21 months CCS: 95%, of the rates listed above.

This will not apply to employees at subsidiary stations.

28.5 Where mobile steam generators are substituted for stationary boilers to supply steam, air and/or water for purposes other than engine service, one classified labourer on each shift on which a steam generator is so used, shall be paid the stationary power plant operator's rate for each such shift for looking after such steam generators.

28.6 Employees in the Mechanical Department required to perform whitewashing work, assist in sandblasting operations or clean locomotive parts in lye baths, shall be compensated for the time so occupied at their regular rate of pay, but not less than the minimum rate for classified labourers.

28.7 In order that the health of the employees will not be jeopardized, heating plant employees will not be required, while in a heated condition, to perform work outside during cold or inclement weather.

28.8 INTENTIONALLY LEFT BLANK

28.9 The following types of work shall be performed by employees governed by this agreement.

- (1) Unloading fuel and lubricating oil from railway tank cars to storage tanks and vice versa, also the operation of railway fuel pumps during any operation from any vehicle. At smaller terminals where insufficient work is available to justify the employment of a classified labourer, the performance of such work shall be at the discretion of the Company;
- (2) Fueling of any type of locomotive equipment using fuel oil or the responsibility of checking fuel oil prior to the

dispatch of such equipment. At points where there is insufficient work of the above nature to justify a full-time employee, the performance of such work shall be at the discretion of the Company;

- (3) Drying sand and filling sand boxes on diesel and electrical units;
- (4) Filling of water tanks for steam generators of Diesel Units and Steam Generator Cars;
- (5) Mixing of compound and supplying same to Diesel Units;
- (6) When the Company considers it necessary, responsibility for watching Diesel Units, engines of which are required to be kept idling, and movement of Diesel Units on shop tracks at subsidiary stations;
- (7) Transcribing inspection records and technical data into records and files;
- (8) Filling lubricators inside and outside, cleaning, fueling, and placing supplies on locomotives at roundhouses to be performed by classified labourers.

28.10 Employees transferred by direction of the Company to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their family and household goods, in accordance with the company's regulations. Such employees will be compensated for time lost up to a maximum of three (3) days, unless otherwise arranged.

28.11 Employees exercising seniority rights to a position which necessitates a change of residence, will receive free transportation for themselves, dependent members of their family and household goods, in accordance with the company's regulations.

28.12 Employees required to wear uniform clothing will be supplied with same as well as subsequent essential replacements, free of charge. When uniform clothing is so supplied to employees, they will be held responsible for protection against loss, also maintenance of same in a clean, neat and repaired condition. Employees who have been supplied with uniform clothing will be required upon leaving the service, or when so requested by an authorized representative of the

Company, to return without delay, the last issue of such articles of clothing, or assume the cost thereof.

28.13 At points or in departments where five or more employees are employed, it will be permissible for notices of interest to said employees to be posted. The notice board shall be supplied by the employees and shall be in keeping with the general furnishings.

28.14 All reasonable efforts will be made to ensure that premises will be heated, lighted and ventilated; suitable accommodation will be provided in which the employees may eat.

28.15 Employees assigned to positions of Tractor Trailer Operator or Vehicle Helper, operating in over-the-road highway service, shall be governed by the following provisions. Should these provisions be at variance with the provisions contained elsewhere in this agreement, paragraph 28.15 will govern for employees in over-the-road highway service.

- (a) Employees may be assigned to work more than eight hours in any shift and overtime will not accrue until after 40 hours of work in any work week. Such overtime will be compensated for on the actual minute basis at one and one-half times the hourly rate.
- (b) Existing practices for over-the-road highway service of providing for away-from-home accommodation and meals will be continued for existing runs and extended to new runs.
- (c) Tractor Trailer Operators operating tractor trailers in either pick-up and delivery and/or over-the-road highway service for one hour or more, cumulative, in any one day, shall be paid the Tractor Trailer Operators rate of pay for the time so occupied.

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

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

28.18

- (a) "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.

- (b) 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

28.19 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 29

Wage Rates for New Jobs

29.1 When a bona fide new job or position is to be established which cannot be properly placed in an existing classification by mutual agreement, management will establish a classification and rate on a temporary basis.

29.2 Written notification of the temporary rate and classification will be furnished to the designated Representative of the Union.

29.3 The new rate and classification shall be considered temporary for a period of 60 calendar days following the date of notification to the designated Representative of the Union. During this period (but not thereafter) the designated Representative of the Union may request the Company to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the 60-calendar-day period, or if no grievance is filed within 60 calendar days from the date of notification to the designated Representative of the Union, or upon completion of negotiations, as the case may be, the temporary classification and rate shall become a part of the wage scale.

29.4 If the Company and the Union are unable to agree on a classification, and rate for the new job, the disputed rate and/or classification may be treated as a grievance. The grievance may be taken up at Step No. 3 of the grievance procedure and if it is not resolved it may be referred to an arbitrator under article 25.

29.5 It is specifically agreed that no arbitrator shall have the authority to alter or modify the existing classifications or wage rates but shall have the authority, subject to the provisions of this agreement, to determine whether or not a new classification or wage rate has been set properly within the framework of the Company's established classification and rate setting procedure.

ARTICLE 30
Extra Gang Timekeepers

Notwithstanding the provisions of Articles 4 and 6 of this Agreement, the following will apply with respect to the rates of pay, working rules and conditions for Extra Gang Timekeepers.

30.1 Eight hours within a spread of ten hours shall constitute a day's work. The spread of hours may be extended by mutual agreement.

30.2 The starting time of Extra Gang Timekeepers may be changed to meet the operational requirements of the gang to which assigned, and the requirements of the timekeeping activity.

30.3 Work cycles (i.e. work days and rest days) will also be established, where required, to conform to those established for the gang to which assigned.

30.4 Working conditions including meals, sleeping accommodations and travel provisions, etc., will be no less favourable than those of other schedule employees on the gang with whom the Extra Gang Timekeeper is working.

30.5 The work location of the gang will be considered the Headquarters location for Extra Gang Timekeeper positions during the work season.

30.6
(a) Employees will maintain the Job Security Eligibility Territory they established prior to exercising their seniority on an Extra Gang Timekeeper position.

- (b) New employees hired for positions of Extra Gang Timekeepers will have their Job Security Eligibility Territory established at the closest point to their permanent residence.

30.7 The positions of Extra Gang Timekeepers will be bulletined on the Region as temporary seasonal positions, in accordance with the provisions of Article 12. An employee awarded a position of Extra Gang Timekeeper will be required to remain on the position awarded until the completion of the work season, and will not be subject to displacement under Article 13, except by another qualified Extra Gang Timekeeper whose work season concluded earlier or where a qualified Extra Gang Timekeeper has been displaced and cannot hold another permanent position elsewhere within the home terminal. At the completion of the work season, the provisions of Article 13 will apply to all Extra Gang Timekeepers.

30.8 Vacation for employees working on the position of Extra Gang Timekeeper will not be allotted during the work season. Should the work season extend beyond the calendar year, vacation allotment shall be as locally arranged.

**ARTICLE 31
Bereavement Leave**

31.1 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.

31.2 Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, step-child, 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.

31.3 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.

Note: An employee may request to postpone their bereavement leave to enable the employee to attend memorial services that may take place after the time of death. When bona fide situations of this nature exist, the supervisor or manager will give appropriate consideration to such request

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 32

Employment Security and Income Maintenance Plan

32.1 The Employment Security and Income Maintenance Plan shall be that Plan established by the Employment Security and Income Maintenance 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 33

Jury Duty

33.1 Employees who are 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) **Effective March 1, 1988**, 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 34
Shift Differentials

34.1 Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of seventy-five cents (75¢) per hour, and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of eighty cents (80¢) per hour.

Effective January 1, 2005, for employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of one dollar (\$1) 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 vacations, general holidays, etc.

ARTICLE 35
Contracting Out

35.1 **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.

35.2 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.

35.3 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 Unifor members.

35.4 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.

35.5 INTENTIONALLY LEFT BLANK

35.6 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 36

Life Insurance Upon Retirement

36.1

(a) An employee who retires from the service of the Company subsequent to April 1, 2001, 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 37

Printing of Agreements

37.1 Effective the first of the month following ratification, the Company agrees to undertake the responsibility for the printing of the collective agreements within 60 days of signing the 5.1 Master Agreement. In addition, the Company will examine the feasibility of combining the Benefit Booklet, the ESIMA and the 5.1 Collective Agreement into one document.

37.2 A copy of the collective agreement will be supplied to all employees.

**ARTICLE 38
Dental Plan**

38.1 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 39
Extended Health Care Plan**

39.1 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 40
Injured on Duty**

40.1 Employees 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 41
Duration of Agreement**

41.1 This Agreement shall remain in full force and effect until March 31, 2019, and thereafter, subject to 120 days' notice in writing by either party to this Agreement to revise, amend, or terminate it. Such notice may be served any time subsequent to December 01, 2018, unless otherwise specified herein.

Signed at Gatineau, Quebec, this 23rd day of February, 2015.

FOR THE COMPANY:

FOR THE UNION:

(Sgd) K. Madigan
Vice-President
Human Resources

(Sgd) B. Kennedy
President, Council 4000

APPENDICES

APPENDIX 1

March 28, 2012

Mr. Barry Kennedy
President Council 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)

Dear Mr. Kennedy,

During the re-write of Agreement 5.1, the parties agreed with the following principles in regard to Article 24.3.

Should problems arise in the interpretation or application of this process, the matter must be referred to the appropriate officials of the Union and the Company at the national level, who will attempt to clarify the intention of the parties and ensure the smooth implementation of this agreement.

The Company will inform the Supervisors of the intent of the informal process and will monitor its use to ensure that the range of disciplinary action assessed is consistent with the nature of the offence and the overall intent of Article 24.3.

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

Yours truly,

I CONCUR:

Ross Bateman
Director Labour Relations

Barry Kennedy
President, Council 4000

APPENDIX 2

March 6, 2001

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

Dear Sir:

During national negotiations discussions took place with respect to General Holidays, and, more specifically, to converting the January 2 General Holiday to a “floating General Holiday”. Frequently the Company’s departments are fully operational with the entire staff in attendance on the General Holiday in order to provide service to their customers. In order to allow employees to have a holiday the Company and the Union have agreed that the January 2 General Holiday will be designated as a “floating General Holiday” in the following operations:

1. Customer Support Centre in Winnipeg;
2. all Intermodal terminals in Canada where the parties mutually agree in writing;
3. other locations or in Departments where the parties mutually agree in writing.

In the above cited operations the January 2 General Holiday will be designated as a “floating General Holiday” for the Department at that location.

The January 2 General Holiday will be changed to another day in the same calendar year as locally agreed to and can not unilaterally be changed. As well, the floating General Holiday, based on agreement between the employee and his/her immediate supervisor, cannot consecutively precede or follow another General Holiday resulting in a four-day weekend.

Should either party fail to reach “January 2 floating General Holiday” arrangements at any location, the dispute may be raised to the senior Company officer at that location and the Designated Representative of Council 4000 for settlement.

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

Yours truly,

I concur.

Richard J. Dixon
Vice-President
Labour Relations and
Employment Legislation

Rick Johnston
President, Council 4000

APPENDIX 3

October 1, 1981

Mr. J.D. Hunter,
National Vice-President,
Canadian Brotherhood of Railway,
Transport & General Workers,
2300 Carling Avenue,
Ottawa, Ontario,
K2B 7G2

Dear Mr. Hunter:

During Agreement 5.1 Article III negotiations the Brotherhood expressed concern with respect to the application and use of Article 12.11 by Company supervisors. In particular the Brotherhood was concerned that some supervisors are applying Article 12.11 in a manner to avoid punitive payments and not training other employees to replace those employees forced to fill vacancies.

To alleviate the concern expressed by the Brotherhood the Company agreed to issue instructions to supervisors that the Company shall not apply Article 12.11 to avoid punitive payments to an employee forced to work on the rest days of his regular assignment where such employee would normally, in the application of the collective agreement, be paid punitive payments for working on his assigned rest days. In addition it is recognized that the Company is obligated under the provisions of Article 12.11 to commence training another employee within a reasonable period of time so that the employee required to fill the position may be returned to his regular assignment as soon as practicable.

In addition employees should be encouraged under Article 16 to learn the duties of other positions to ensure that whenever possible there is a pool of qualified staff available to possibly avoid having to force employees under Article 12.11.

This matter is being brought to the attention of our operating officers.

Yours truly,

(Sgd) D.C. Fraleigh
Director
Labour Relations

APPENDIX 4

March 6, 2001

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

Dear Mr. Johnston:

Notwithstanding Article 28.18, 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.

Richard J. Dixon
Vice-President
Labour Relations and Employment
Legislation

Rick Johnston
President, Council 4000

APPENDIX 5

March 6, 2001

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

Dear Mr. Johnston:

Effective the first of the month following ratification, all positions or classifications to which Article 4.14 or Appendix V of Collective Agreement 5.1 previously applied, shall have their listed rate of pay increased by 1 2/3 %. Any other employee presently receiving an allowance or other consideration for clock punch or checking in and out shall continue to receive said allowance or consideration provided they remain on the position they presently occupy.

The allowance provided for under Article 4.14 equivalent to 1 and 2/3% will be rolled into the basic hourly rates of pay. The Union acknowledges that the Company may institute any new or revised time/work reporting procedures or technologies, which may require employee action or inter-action and no additional compensation would be prescribed.

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

Yours truly,

I concur.

Richard J. Dixon
Vice-President
Labour Relations and Employment
Legislation

Rick Johnston
President, Council 4000

APPENDIX 6

August 22, 1998

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

Dear Mr. Johnston,

During National Negotiations, the Union and Management of CN Rail agreed to the following with respect to testing for determining suitability and adaptability for training under Article 16 of Agreement 5.1, as well as Article 5 of the ESIMA.

1. If requested by the employee (and/or by the Union), the Company will provide employees with a pre-testing training seminar similar to that which has been offered previously in Winnipeg and Montreal. The purpose of this seminar will be to assist employees who may not be familiar with testing procedures and/or to assist employees who have little or no experience in writing tests.

2. The Company agrees there will be no personal interviews given to employees to determine suitability and adaptability except where there is a bona fide occupational requirement for oral communication. An employee required to undertake a personal interview to determine his/her level of oral communication, may upon request, have the interview audio-taped.

3. Prior to making any changes to the present testing system, the Company (i.e. Selection Systems, Functional Representatives and Labour Relations) will meet with the President of Local 4000 and his/her associates, in order to explain the proposed changes and provide necessary background information that may be required by the Union. If the Union questions the validity of the changes or whether the criteria being tested is a BFOR, they may file a grievance within 14 calendar days from the meeting, commencing at Step 3 of the grievance procedure of Agreement 5.1. If the Company declines the grievance then the Union may expedite the grievance to arbitration within 21 days of receiving the Company's response. The proposed changes in

contention will not be made to the testing system until after the arbitration decision has been rendered.

4. Training opportunities shall be posted in January of each year as per Article 16.5 of Agreement 5.1. For those training opportunities posted at other times of the year, the Company, upon request of the Union, will meet to determine the appropriate bulletining procedure.

5. If an employee is not successful in completing or passing a test, upon the request of the employee, or the local chairperson, the Company will review the test results with the employee and the local chairperson to ensure an understanding of the results, where the employee was successful or not successful. Employees will not be given an item by item review of any test. The employee will then make a determination whether he/she wishes to retest.

6. The Union expressed its concern for employees that failed a first test may not have an opportunity to retest in time prior to the commencement of training. The Company recognizes the Union's concern and agrees that wherever practicable arrangements will be made for such a retest.

7. Flowing from the test review, opportunities for improvement will be outlined to the employee. It is recognized that, where practicable, these opportunities for improvement, and the resources to complete these opportunities shall be a shared responsibility between the Company and the employee.

Within sixty days of signing the Collective Agreement, the parties agree to meet in order to identify appropriate career paths within departments or functions, where suitability and adaptability for training opportunities are evident and do not require testing.

APPENDIX 7

February 23, 2015

Barry Kennedy
President, Council 4000
Unifor
14923 107 Avenue
Edmonton, Alberta
T5P 0X8

Dear Mr. Kennedy,

During the collective bargaining for the renewal of Agreement 5.1 and the Supplemental Agreement, the Union served a proposal on Member Orientation for new hires.

The Company welcomes the participation of a local or regional representative during the introduction of new employees to the workplace. The Company currently has an on-boarding and orientation process for new hires. As discussed, a local union representative will be permitted to address new members of the bargaining unit, and shall be afforded a period of up to thirty (30) minutes to make presentations and answer questions. Leave may be granted to the local union representative to participate in these sessions, without loss of pay. Such leave will not be unreasonably withheld. There will be no overtime payment as a result of this initiative.

Yours truly,

Kimberly A. Madigan
Vice-President
Human Resources

I CONCUR

Barry Kennedy
President, Council 4000

APPENDIX 8

February 23, 2015

Barry Kennedy
President, Council 4000
Unifor
14923 107 Avenue
Edmonton, Alberta
T5P 0X8

Dear Mr. Kennedy,

During national bargaining, the Union raised concerns about the Company's policy as it applies to sick leave for weekly-rated clerical employees.

Effective the first day of the month following ratification, the following will apply:

Up to a maximum of three (3) days per year will be granted as sick leave to all employees (weekly-rated and hourly-rated who have 60 days of cumulative compensation or more) without loss of pay, on the strict condition that the department incurs no additional costs, as required for legitimate operational reasons, as a result of the employee's absence.

To ensure that no artificial barriers are designed to deny payment, incidents of denial will be immediately elevated to the Unifor National Representative and the Vice-President of Human Resources.

Sick leave days not used in a calendar year cannot be carried over to the next year.

These sick days are not to be used to augment vacation or extend weekends, but to cover legitimate illness only.

An employee must advise the supervisor, as promptly as possible, prior to the commencement of the shift, of the reason for and the expected duration of the absence.

The Union acknowledges that employees may be required to provide a physician's medical certificate, at their own expense, to support that they were not fit for work.

If you concur, please acknowledge below.

Yours truly,
Douglas S. Fisher
Director, Labour Relations

I CONCUR
Barry Kennedy
President, Council 4000

APPENDIX 9

March 6, 2001

Mr. Rick Johnston
President, Local 4000
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
545 Crémazie Boulevard West, 15th 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.

Richard J. Dixon
Vice-President
Labour Relations and Employment
Legislation

Rick Johnston
President, Council 4000

APPENDIX 10

Examples of applicable rates of pay for employees entering the service are as follows:

	GT21 MO Rate			
	2015	2016	2017	2018
A (i.e. Messenger)	\$22.00	\$22.66	\$23.45	\$24.15
B (i.e. Junior Clerk)	\$23.61	\$24.32	\$25.17	\$25.93
C (i.e. Transcription Typist)	\$26.18	\$26.97	\$27.91	\$28.75
C (i.e. Car Checker)	\$26.83	\$27.63	\$28.60	\$29.46
C/D (i.e. Clerk–Steno)	\$27.34	\$28.16	\$29.15	\$30.02
D Assistant Auto Ramp Attendant Victoria Bridge General Clerk	\$27.78	\$28.61	\$29.61	\$30.50
E Stores Attendant/Material Attendant Timekeeper	\$28.45	\$29.30	\$30.33	\$31.24
F Bunkhouse Attendant Reproduction Mail Clerk	\$29.18	\$30.06	\$31.11	\$32.04
G Sr. Administration Clerk	\$29.94	\$30.84	\$31.92	\$32.88
H Sr. Engineering Clerk Train Movement Clerk Representative Customer Support Lead hand Auto Ramp B-Force Timekeeper Garage Fleet Clerk	\$30.72	\$31.64	\$32.75	\$33.73
I Clerk Car Distribution Sr. Fleet Clerk Sr. Train Movement Clerk Sr. Transportation Clerk Crew Dispatcher Investigator Claims Inventory Maintainer Representative eBusiness & Transaction Representative Accounts Receivable Representative Composite Accounting Representative Employee Services Representative Optional Service Service Delivery Representative	\$31.52	\$32.47	\$33.61	\$34.62

J Sr. Crew Dispatcher Lead Hand Attendant Victoria Bridge Lead Hand Reproduction Mail Lead Hand Inventory Maintainer Sr. Representative eBusiness & Transaction Sr. Representative Accounts Receivable Sr. Representative Composite Accounting Sr Representative Employee Services	\$32.36	\$33.33	\$34.50	\$35.54
K Sr. Service Delivery Representative	\$33.20	\$34.20	\$35.40	\$36.46
Other:				
Janitor	\$25.86	\$26.64	\$27.57	\$28.40
Labourer	\$25.96	\$26.74	\$27.68	\$28.51
Classified Labourer	\$26.50	\$27.30	\$28.26	\$29.11
Steam Cleaner	\$26.96	\$27.77	\$28.74	\$29.60
Chauffeur OCS	\$27.47	\$28.29	\$29.28	\$30.16
Operator Tractor/Operator Crane	\$28.38	\$29.23	\$30.25	\$31.16
Hostler (refer to Article 28.4)				
Fleet Management:				
Mechanic A	\$34.25	\$35.28	\$36.51	\$37.61
Advisor Mechanic	\$34.92	\$35.97	\$37.23	\$38.35
Foreman Mechanic	\$35.73	\$36.80	\$38.09	\$39.23
Garage Foreman /Lead Hand RAC Advisor	\$36.39	\$37.48	\$38.79	\$39.95
Supply Management:				
Stores Attendant 1	\$26.64	\$27.44	\$28.40	\$29.25
Stores Attendant 2	\$27.40	\$28.22	\$29.21	\$30.09
Stores Attendant 3	\$27.59	\$28.42	\$29.41	\$30.29
Stores Attendant 4	\$28.45	\$29.30	\$30.33	\$31.24

Note: New Employee Rates: 00-07 months CCS: 85%, 08-14 months CCS: 90%, 15-21 months CCS: 95%, of the rates listed above.

APPENDIX 11

March 6, 2001

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

Dear Mr. Johnston:

With reference to our discussions during contract negotiations in Montreal concerning Rule 35 – Contracting Out.

The Union has expressed its concern that the Company has been relying on Rule 35.1 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 Rule 35.1(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, 2003.

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

Yours truly,

I concur.

Richard J. Dixon
Vice-President
Labour Relations and Employment
Legislation

Rick Johnston
President, Council 4000

APPENDIX 12

March 6, 2001

Mr. Gary Fane
National Director of Transportation
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
205 Placer Court
Willowdale, Ontario M2H 3H9

Dear Mr. Fane:

During this round of negotiations, you have highlighted the concerns of your membership that with the acquisition of the Illinois Central Railroad, some work may be rationalized on a cross-border basis.

Specifically, in your letter to Mr. Tellier dated February 26, 1998, you served notice that you would seek clear commitments at the negotiating table, in regard to the following two questions, and I quote:

1. "Will work performed in Canada flow to the U.S. (as an example, will the combined railway maintain two customer service centres, or can we expect to see a single future one in Chicago, etc.)?"
2. "Will job numbers be reduced in Canada as a result of the merger?"

Mr. Tellier replied the very next day, inviting you to work together with CN as a team to provide "high quality, reliable service, without unnecessary disruptions" to our customers and to "continue to ensure the competitiveness of Canadian National".

He went on to say:

"On the basis of this commitment to work together, I can respond to your two specific issues emphatically. I see no reason why this transaction will lead to work performed in Canada flowing to the United States. Nor do I see any reason why it will reduce employment

levels in Canada – on the contrary, as I have said, it should increase jobs on both sides of the border.”

Therefore, for the term of this Collective Agreement, the Company agrees that there will be no net reduction of your work and/or jobs as a result of any cross-border rationalization.

Yours truly,

Richard J. Dixon
Vice-President
Labour Relations and Employment Legislation

APPENDIX 13

March 14, 2003

Mr. John Moore-Gough
National Representative
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW)
200 Riverview Drive
Chatham, Ontario N7M 5Z8

Dear Mr. Moore-Gough:

Re. Reinstatement of Previous Discipline System

This will confirm discussions held during collective bargaining in 2004 regarding the Company's approach to discipline.

The Union put forward its view that discipline is now being imposed with greater severity than in the past, using different methods (suspensions and deferred suspensions) and on grounds which rarely or never attracted discipline before.

To resolve the issue of discipline, for the life of the collective agreement or until otherwise mutually agreed, the Company will reinstate the discipline system and standards that were in effect at the commencement of the previous collective agreement, in accordance with past practice and jurisprudence.

In addition, in order to reflect the foregoing, the Company and the Union have agreed to resolve all outstanding discipline cases in accordance with the aforementioned principles.

The Company and Union will meet within twelve (12) months of ratification to discuss and agree upon improvements to the discipline system. Any changes will require mutual consent.

Kim Madigan
Vice-President,
Labour Relations