

**SUPPLEMENTAL AGREEMENT**

**BETWEEN**



**CANADIAN NATIONAL RAILWAY**

**and**



**UNIFOR COUNCIL 4000**

**GOVERNING RATES OF PAY & WORKING  
CONDITIONS FOR EMPLOYEES IN INTERMODAL &  
CARGO-FLO TERMINALS**

**EFFECTIVE JANUARY 1, 2015**

**TABLE OF CONTENTS**

<b>NO.</b>	<b>SUBJECT</b>	<b>PAGE</b>
1.	Recognition and Representation.....	1
2.	Union Dues .....	2
3.	Management Rights. ....	3
4.	Strikes and Lockouts. ....	4
5.	Grievance and Arbitration Procedures .....	4
	Grievance Procedure .....	4
	Step 1 .....	5
	Step 2 .....	5
	Arbitration .....	5
	General .....	6
6.	Probationary Period.....	7
7.	Seniority.....	7
	Seniority Groupings .....	7
	Seniority Lists .....	7
	Promotion to Management or Non-Schedule Positions .....	8
	Corrections to Seniority Lists .....	9
	Discharged Employees Re-entering Service.....	10
	Transfer of Work.....	10
8.	Classifications .....	11
	List of Classifications .....	11
	Combination Assignments .....	11
	Composite Employees .....	12
	Utilization of Qualified Employees.....	12
9.	Training and Qualifications .....	12
10.	Lead Hand and Dispatcher Classifications .....	15
	Dispatch Coordinators .....	15
11.	Hours of Work, Starting Time and Rest Days .....	18
	General.....	18
	Hours and Starting Time of Assignments .....	18
	Change in Rest Days or Starting Times .....	19
12.	Lunch Period .....	20
13.	Overtime .....	20

NO.	SUBJECT	PAGE
14.	Bulletining and Filling of Assignments .....	21
	Assignments and Vacancies .....	21
	Regional Bulletins .....	22
	Terminal Bulletins .....	23
	No Applications from Qualified Employees.....	23
	Assignment Awarded (Other than Dispatcher or Lead Hand Assignments) .....	25
	Assignment Awarded (Dispatcher or Lead Hand Assignments) .....	25
	Employees Returning from Vacation or Leave of Absence.....	25
	General .....	26
15.	Staff Reduction and Displacement.....	27
	Staff Reduction and Notice.....	27
	Entitlements and Declarations.....	27
	Displacement onto Other than Dispatcher or Lead Hand Assignments.....	28
	Displacement onto Dispatcher or Lead Hand Assignments .....	29
	General .....	29
16.	Layoff and Recall.....	30
17.	Spare Boards .....	31
	General .....	31
	Guarantee .....	32
	Operation of Spare Boards .....	33
	Regulation of Spare Boards .....	34
18.	Part Time Employees .....	34
19.	Special Rules – Mileage and Zone Rated Employees.....	36
	Mileage Rated Runs .....	36
	Zone Rated Operations .....	36
	General .....	37
20.	Sub-Contracting .....	37
21.	Rehabilitation.....	38
22.	Leave of Absence .....	39
	Leave of Absence for Union Business .....	39
	Leave of Absence for Personal Reasons.....	40
	Leave of Absence – Educational .....	40
	General .....	40
	Leave of Absence Without Authorization.....	40
	Resuming Duty after LOA for Any Reason .....	40

NO.	SUBJECT	PAGE
23.	Investigation and Discipline .....	41
24.	Held Off Work on Company Business .....	42
25.	Attending Court .....	42
26.	Jury Duty.....	43
27.	Bereavement Leave.....	44
28.	General Holidays .....	45
	General Holidays Defined.....	45
	General Holiday Pay .....	45
	Employees Not Required to Work on a General Holiday.....	46
	Employees Required to Work on a General Holiday....	46
29.	Vacations .....	47
	Vacation Entitlement.....	47
	Vacation Payment .....	49
	Vacation Scheduling .....	50
30.	Benefit Plans and Life Insurance .....	51
31.	Employment Security and Income Maintenance Plan.....	52
32.	General .....	53
	Shift Differentials .....	53
	Starting Rates .....	53
	Payment of Wages.....	53
	Use of Private Automobile.....	53
	Change of Residence .....	54
	Notice Boards .....	54
	Printing of Collective Agreement.....	54
	Discrimination and Harassment in the Workplace .....	54
	Employment Equity.....	54
33.	Duration of Agreement .....	55

## APPENDICES

APPENDIX	PAGE
1. Concerning the Supplemental Collective Agreement .....	58
2. Reciprocal Seniority Rights .....	61
3. Contract Trucking .....	65
4. Mechanic Seniority Memorandum of Agreement February 23, 2015 .....	67
5. Rate Structure and Rate Tables.....	68
Moncton and Halifax.....	93
Montreal .....	93
Toronto Area .....	94
Winnipeg and Saskatoon.....	94
Edmonton and Calgary.....	95
Vancouver.....	95
6. Illinois Central Railroad .....	70
7. Spare Boards .....	72
8. Application of Article 11.8.....	73
9. Testing.....	74
10. Training Opportunities.....	76
11. Informal Investigation Process.....	77
12. Introduction of a new Lead Hand Position .....	81
13. January 2 General Holiday .....	83
14. Shift Transfer Duties .....	85
15. Discrimination and Harassment .....	86
16. Tier Rates of Pay .....	87
17. Company Letter March 14, 2003 Concerning reinstatement of former discipline system...	88
18. Company Letter February 23, 2015 Concerning Union participation at member orientation...	89
19. Sick Leave provisions Letter February 23, 2015 .....	90

## ARTICLE 1

### RECOGNITION AND REPRESENTATION

#### Recognition

1.1 The **CANADIAN NATIONAL RAILWAY COMPANY**, herein referred to as "the Company", recognizes Unifor Council 4000, herein referred to as "the Union", as the sole collective bargaining agent for all employees of the Company employed in the classifications listed in Article 8 of this collective agreement in Intermodal terminals (including cargo-flo terminals operated by the Company) in all provinces of Canada excluding Newfoundland.

1.2 In this collective agreement, "employee" shall mean a person holding seniority under this collective agreement.

1.3 The Company agrees not to enter into any agreement or contract with employees, individually or collectively, which in any way conflicts with the terms and provisions of this collective agreement without the express consent of the Union. Any such agreement will be null and void.

1.4 All employees covered by paragraph 1.1 of this article shall become and remain members of the Union as a condition of their employment during the continuance of this collective agreement.

1.5 When hiring a new employee, the Company shall have such new employee sign a Union membership card and forward it to the chief shop steward. The Union shall furnish a supply of blank Union membership cards.

#### Representation

1.6 Officers and committeepersons of the Union shall be recognized by the Company as representatives of the employees in matters affecting the collective agreement relationship between the Company and employees covered by this collective agreement.

1.7 The Union agrees that there will be no Union activities carried out during working hours except those necessary in connection with the administration of this collective agreement.

1.8 Accredited representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that this collective agreement is being adhered to, provided that there is no interruption of the Company's operations.

**1.9** For the purposes of this collective agreement “mutual agreement” or “mutually agreed” shall mean an agreement, in writing, between the proper officer of the Company and the designated representative of the Union.

**1.10** For the purposes of this collective agreement “local agreement” or “locally agreed” shall mean an agreement, in writing, between the terminal manager and the chief shop steward.

## **ARTICLE 2**

### **UNION DUES**

**2.1** 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

**2.2** 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 this agreement excepting 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.

**2.3** 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.

**2.4** 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 employee did not have sufficient wages payable on the designated payroll, carry forward and deduct from any subsequent wages the dues

not deducted in an earlier month. Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, and pension deductions shall be made from wages prior to the deduction of dues.

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

**2.6** The amounts of dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the designated officer or officers of the Union not later than 40 calendar days after deductions are made.

**2.7** The Company shall not be responsible, financially or otherwise, either to the Union or 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 to the designated officer or officers of the Union.

**2.8** In the event of any action at law against either or both of the parties resulting from any deduction or deductions made or to be made from payrolls by the Company pursuant to paragraph 2.1, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense 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 3**

#### **MANAGEMENT RIGHTS**

**3.1** Except to the extent that management's rights have been otherwise limited or modified by the specific terms and

conditions of this collective agreement, the Union recognizes the exclusive right and authority of the Company to manage the affairs of its business and to direct its work force subject always to the terms of this collective agreement. Management's rights include:

- (a) The right to hire, direct, assign, and adjust the work force;
- (b) The right to determine schedules of work; type of equipment; work and operational standards; and the qualifications of individual employees.
- (c) The right to maintain order and to discipline for just cause.
- (d) The right to make and enforce rules, regulations and policy.

**3.2** Only those identified as management will have the authority to hire, classify, promote, demote, lay off, suspend, discharge or otherwise discipline employees subject to the provisions of this collective agreement.

**3.3** The exercise of the foregoing rights shall in no way violate this collective agreement nor shall it deprive employees of the right to exercise the grievance procedure where it is alleged that one or more of the provisions of this collective agreement have been violated.

**3.4** 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.

#### **ARTICLE 4**

##### **STRIKES AND LOCKOUTS**

**4.1** During the term of this collective agreement, there shall be no lockout by the Company nor any strike or work stoppage by employees covered by this collective agreement.

#### **ARTICLE 5**

##### **GRIEVANCE AND ARBITRATION PROCEDURES**

###### **Grievance Procedure**

**5.1** The Company and the Union recognize and agree that the prompt resolution of differences concerning the

interpretation, application, administration or alleged contravention of this collective agreement is of the utmost importance.

**5.2** A grievance concerning the interpretation, application, administration or alleged contravention of this collective agreement or alleging that an employee has been unjustly disciplined or discharged shall be dealt with in the manner set out in this article.

**NOTE:** A grievance concerning discipline or discharge may be processed commencing at Step 2 of the grievance procedure within the time limits specified in respect of that step.

**5.3** The Company and the Union recognize that open and frank discussions will promote the resolution of grievances. Therefore, subsequent to submission of a grievance at step 1 or step 2 of the grievance procedure, each grievance will be examined in a meeting as set out in paragraph 5.5 and paragraph 5.8 and within the time frames set out therein before a decision is rendered at either of the steps of the grievance procedure.

#### **Step 1**

**5.4** Within ten (10) calendar days from the cause of grievance, the employee and/or the chief shop steward will present the grievance to the terminal manager. The grievance shall consist of a written statement explaining the cause of grievance.

**5.5** The meeting referred to in paragraph 5.3 will be held between the employee and/or chief shop steward of the Union and the terminal manager (or designate) no later than ten (10) calendar days following the receipt of the grievance. Every effort shall be made to schedule such meeting during normal working hours. Neither the employee nor the chief shop steward shall sustain any loss of wages when such meeting is conducted during their regularly scheduled working hours.

**5.6** Within seven (7) calendar days of such meeting, the terminal manager (or designate) will render a decision in writing.

#### **Step 2**

**5.7** Within twenty-one (21) calendar days of receiving the terminal manager's decision under step 1, the designated representative of the Union may present the grievance to the General Manager of terminal operations. The grievance shall consist of a written statement outlining the Union's contentions and identify the specific provision or provisions of the collective agreement which the grievance concerns.

**5.8** The meeting referred to in paragraph 5.3 will be held between the designated representative of the Union (or designate) and the General Manager of terminal operations (or designate) no later than twenty-one (21) calendar days following the receipt of the grievance.

**5.9** Within seven (7) calendar days of such meeting, the General Manager of terminal operations (or designate) will render a decision in writing.

#### **Arbitration**

**5.10** A grievance concerning the interpretation, application, administration or alleged contravention of this collective agreement or alleging that an employee has been unjustly disciplined or discharged which is not settled at step 2 may be referred by either party to the Canadian Railway Office of Arbitration and Dispute Resolution for final and binding settlement in accordance with the regulations of that Office.

**5.11** The request for arbitration must be filed with the Canadian Railway Office of Arbitration and Dispute Resolution, in accordance with the regulations of that Office, within 60 days following receipt of the decision rendered at step 2 of the grievance procedure.

#### **General**

**5.12** The settlement of a grievance shall not under any circumstance 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.

**5.13** When a grievance is not progressed by the Union within the prescribed limits, it will be considered as withdrawn.

#### **5.14**

**(a)** When a decision other than one concerning a claim for unpaid wages is not rendered by the applicable officer of the Company within the prescribed time limits, the grievance may be progressed by the Union to the next step of the grievance procedure.

**(b)** When a decision concerning a claim for unpaid wages is not rendered by the applicable officer of the Company within the prescribed time limits, the claim will be paid.

The application of this paragraph 5.14 shall not constitute an interpretation of the collective agreement.

**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 the time limits, trigger the provisions of Articles 5.12, 5.13, and 5.14.

**5.15** The time limits set out in this article may be extended as may be locally or mutually agreed, as the case may be, between the Company and Union officer concerned.

**5.16** The Company officers designated herein may be altered consistent with the organizational structure upon written notification to the appropriate designated representative(s) of the Union.

## **ARTICLE 6**

### **PROBATIONARY PERIOD**

**6.1** Employees shall be considered as on probation until they have completed sixty (60) days of actual work in the service of the Company. If found unsuitable during such period, the employee will not be retained. This shall not deny an employee the right to appeal the matter in the grievance procedure.

## **ARTICLE 7**

### **SENIORITY**

#### **Seniority Groupings**

**7.1** For the purpose of seniority, employees will be grouped as follows:

- Atlantic Region
- St. Lawrence Region
- Great Lakes Region
- Prairie Region
- Mountain Region

#### **Seniority Lists**

**7.2** Seniority lists will be maintained for each seniority group as defined in paragraph 7.1 showing seniority number, name, classification, location and last date of entry into service on a position in such seniority group from which date seniority will accumulate.

**Note:** See Appendix 4 for Mechanic Seniority.

**7.3** Seniority lists shall be updated and posted at the headquarters locations of all employees concerned (including outlying points) on or before March 31 and September 30 of each year. A copy of the applicable seniority list shall be furnished to chief shop stewards and the designated representative of the Union. The date on which the seniority list is posted at each location will be shown on the seniority list.

**7.4** The name of an employee shall be placed on the applicable seniority list immediately upon being employed on a position covered by this agreement.

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

- (a) The employee who commenced work at the earlier hour of the day shall be senior.
- (b) When employees commenced work at the same hour of the day, the employee who signed the company's application for employment first shall be senior.

**Promotion to Management or Non-Schedule Positions**

**7.6** Employees transferred to an excepted position or on leave of absence will have the appropriate notation placed opposite their names.

**7.7** The names of employees holding seniority under this agreement who:

- (a) Prior to June 14, 1995, were promoted to a permanent management or non-scheduled position with the Company, its subsidiaries or parent Company, will be continued on the seniority list and shall continue to accumulate seniority up to June 30, 1996. Following this period, such employees shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to June 30, 1996.
- (b) On or after June 14, 1995, are promoted to a permanent management or non-scheduled position with the Company, its subsidiaries or parent Company, will be continued on the seniority list and shall continue to accumulate seniority for a period of one year after the date of promotion. Following this period, such employees shall no longer accumulate seniority but shall retain the seniority rights already accumulated.
- (c) 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.

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

**NOTE 1:** 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.

**NOTE 2:** When employees are temporarily promoted:

- (1) For less than 180 days by reason of the regular incumbent having elected maternity or child care leave; or
- (2) For less than 120 days in all other cases, their positions will be filled in accordance with the provisions of paragraph 14.2 of Article 14. When released from such management or non-scheduled position, employees must return to their regular assignment.

- (d) The appropriate Regional Representatives of Unifor 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.

**7.8** 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.

#### **Corrections to Seniority Lists**

**7.9** Protests respecting seniority status must be submitted, in writing, within 60 calendar days from the date the seniority list is posted. When proof of error is presented by an employee or representative, such error will be corrected. Seniority standing shall become established by being shown on the posted seniority list for 60 calendar days without written protest. Thereafter, seniority standing will not be changed except by mutual agreement between the designated representative of the Union and the proper officer of the Company.

**7.10** No change shall be made in the seniority date accorded an employee which has appeared on two 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.

#### **Discharged Employees Re-entering Service**

**7.11** An employee who has been discharged and subsequently returned to service on a position covered by this collective agreement will only be allowed seniority from the date of return to service unless reinstated with former seniority status. An employee who is not reinstated with former seniority status within two years of the date of discharge may only be so reinstated by mutual agreement between the proper officer of the Company and the designated representative of the Union.

#### **Transfer of Work**

**7.12** The seniority status of an employee transferred with their work from a staff not covered by this collective agreement to a staff covered by this collective agreement shall be decided by mutual 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 collective agreement.

**ARTICLE 8**  
**CLASSIFICATIONS**

**List of Classifications**

**8.1** Classifications are:

**(a)** Operational and Clerical:

- Dispatcher
- Lead Hand Operations
- Lead Hand Clerk
- Heavy Equipment Operator
- Equipment Operator
- Clerk

**(b)** Repair and Maintenance:

- Lead Hand Mechanic
- Heavy Duty Mechanic
- Mechanic

**(c)** General:

- Helper
- Composite Employee  
(as defined in paragraph 8.8)

**(d)** Mileage and Zone Rated:

- Tractor Trailer Operator

**8.2** All hourly, mileage and zone rates in effect at each terminal for the classifications listed in paragraph 8.1 will be posted locally.

**8.3** Established assignments shall not be discontinued and new ones created covering the same class of work for the purpose of reducing the rate of pay.

**8.4** When additional assignments are created, the classification of such assignments shall be in conformity with the classifications set out in this article.

**8.5** No change shall be made in the classification of individual assignments unless warranted by changed conditions resulting in changes in the character of the duties and responsibilities of the assignment.

**8.6** If the Union contends that an assignment is improperly classified, the matter may be treated as a grievance. If not resolved during the grievance procedure, the matter may be referred to arbitration in accordance with Article 5. It is agreed that the arbitrator shall not have the authority to alter or modify

existing classifications or wage rates but shall have the authority, subject to the provisions of this collective agreement, to determine whether or not the disputed assignment is properly classified.

#### **Combination Assignments**

**8.7** Assignments may combine the duties of two classifications. Employees employed on such combination assignments will be paid the applicable hourly rate for the time worked in each classification. For example, a combination assignment established to perform four hours work as equipment operator and four hours work as clerk will be paid four hours at the equipment operators' rate and four hours at the clerks' rate.

#### **Composite Employees**

**8.8** A composite employee is defined as an employee qualified to perform the work of the classifications of heavy equipment operator, equipment operator, clerk and helper.

**8.9** The Company may establish assignments calling for the qualification of composite employee, as required. The number of such assignments may not exceed 50% of the total number of assignments (excluding employees employed in repair and maintenance classifications) on each shift. However, on shifts regularly employing five or less employees (excluding employees employed in repair and maintenance classifications), the 50% limitation shall not apply.

#### **Utilization of Qualified Employees**

**8.10** The Company may utilize qualified employees as may be necessary to meet the requirements of the operation. During the hours of their assignment, employees may, as required, be assigned to perform the duties of other assignments and classifications. If assigned to perform the duties of a lower rated classification, employees will not have their regular rate reduced. If assigned to perform the duties of a higher rated classification, the employee shall be paid the higher rate for the time so occupied.

### **ARTICLE 9**

#### **TRAINING AND QUALIFICATIONS**

**9.1** Full-time employees will be required to undergo training for all classifications employed at the terminal except:

- (a) The classifications of lead hand and dispatcher.

- (b) Repair and maintenance classifications listed in sub-paragraph 8.1(b) of Article 8.
- (c) Employees in the repair and maintenance classifications listed in sub-paragraph 8.1(b) of Article 8 shall not be required to undergo training in the classification of clerk.

**9.2** The Company will establish the requisite training programs, including a maintenance of qualifications program, which may consist of classroom or on the job training or a combination of both.

**9.3** Employees will take training as determined by the Company. Except as may be necessary to overcome a shortage of qualified employees, employees will, as a general principle, be trained in the order of equipment operator, clerk and heavy equipment operator. Training for a particular classification will, to the extent practicable, be done in seniority order.

**9.4**

- (a) While in training, employees will be compensated as follows:
  - (1) For regularly assigned employees, at the rate of the assignment regularly held.
  - (2) For spare board employees, at the equipment operators' rate.
  - (3) For unassigned part time employees, at the helpers' rate.
- (b) On any day when employees are required to undergo training in addition to working their regular assignment, they shall be compensated for all such combined time in excess of regularly assigned hours at overtime rates.
- (c) When a regular rest day coincides with a classroom training session, other rest days will be substituted without loss of pay. Employees will be allowed such substituted rest days immediately upon completion of the training session. Notwithstanding the provisions of paragraph 13.5 of Article 13, the substitution of rest days in accordance with this paragraph shall not require the payment of overtime rates.

**NOTE:** It is understood that, in certain exceptional cases, the substitution of rest days, may result in a situation where the total of days worked and days in training amounts to less than 80 paid hours in the pay

period. In such cases, the hours paid for the pay periods when the employee is in training will be averaged so as to ensure that the employee is not paid less than 80 hours for each such pay period, due regard being had to any time absent.

**(d)** Employees required to undergo training at other than their home terminal will be allowed actual expenses reasonably incurred.

**9.5** For the purpose of training, the Company may require employees to exchange assignments for a temporary period without alteration in rates of pay for either employee.

**NOTE:** The temporary period referred to in this paragraph 9.5 shall not exceed five consecutive shifts.

**9.6** Employees will cooperate with other employees in learning and understanding the various aspects of their jobs.

**9.7** In the application of this Article 9, employees designated to train others by direction of the Company for a period of one hour or more during a shift will be paid a trainer's allowance of \$2.00 per hour spent training. The Company may designate those employees who will provide such training. This shall not apply to incidental instruction, direction or correction of co-workers or to the lead hands' monitoring and assisting an employee's performance.

**9.8** At each terminal, the Company will maintain and post an up-to-date list of employees' names, in seniority order, identifying the classifications in which each is qualified.

**9.9** In instances where employees have undergone training and been declared qualified for a particular classification but have not worked in such classification for a period of one calendar year, such employees will be required to undergo the maintenance of qualifications program.

**9.10** Employees who fail to qualify for a classification after undergoing the training program in respect of that classification and employees who fail to maintain their qualifications will not be considered qualified to perform the work of that classification.

**9.11** Employees who fail to qualify for a classification or who fail to maintain their qualifications or who have failed to demonstrate their ability to perform the work of a classification will be allowed the opportunity to qualify for such classification on their own time. Employees who avail themselves of this opportunity and who again fail to qualify will be required to wait a calendar year before again attempting to qualify on their own time.

## ARTICLE 10

### LEAD HAND AND DISPATCHER CLASSIFICATIONS

**10.1** An employee's qualifications to fill lead hand and dispatcher classifications will, to the extent possible, be determined in advance through the screening process as set out in this article for Dispatch Coordinators and in Appendix 12 for new Lead Hand Operations qualified positions.

**10.2** Employees not already declared qualified, as indicated on the list of qualifications described in paragraph 9.8 of Article 9, who wish to be declared qualified, shall be allowed to make their intentions known in the following manner:

- (a) As may be required from time to time, bulletins will be posted at the terminal, for a period of five calendar days, calling for applications from interested employees.
- (b) Bulletins will show the classification concerned, a description of the duties of the classification, and the minimum qualifications that the employee must possess and the number of employees who will undergo the screening process.
- (c) Applications will be considered in seniority order.

**10.3** Applicants will be assessed using standardized criteria including an interview.

**10.4** Employees declared qualified in the applicable classification will be so identified on the list of qualifications described in paragraph 9.8 of Article 9.

**10.5** Employees not declared qualified may within a period of five calendar days request a review of the decision. The review will be done in a meeting between the designated representative and the General Manager of terminal operations which will take place within 21 calendar days from the date of the employee's request. If the matter is not resolved, the decision may be appealed in the grievance procedure beginning at Step 2.

**10.6** Employees shall be encouraged to learn the duties and responsibilities of lead hand and dispatcher classifications and every effort shall be afforded them to learn the work of such classifications in their own time and when it will not unduly interfere with the performance of their regularly assigned duties.

#### **Dispatch Coordinators**

**10.7** Effective August 22, 1998, the Company will create a new position called Dispatch Coordinator. This position will

form part of the Dispatcher classification but will be paid at the established Dispatcher rates as in Appendix 5, plus \$1.50 per hour more. The provisions of this Understanding supersede any provisions of the Supplemental Agreement which conflict with this Understanding. Subject to the above, provisions now applying to Dispatchers will be deemed to apply to Dispatch Coordinators.

**10.8** The Dispatch Coordinator will perform duties similar to a Dispatcher but at a higher level of performance and with greater accountability.

**10.9** Employees currently qualified as Dispatchers will be offered, in order of seniority, the opportunity to apply for and undergo a trial period to become Dispatch Coordinators. Applicants will be allowed a minimum of fifteen working days and up to a two-month trial period (which can be extended by mutual consent with the Union) to demonstrate that they are qualified to become a Dispatch Coordinator. Should the candidate fail to demonstrate such qualifications in the judgment of the Company, and is accordingly disqualified, the Company agrees that this shall not be done in an arbitrary or discriminatory manner or in bad faith. The Union retains the right to appeal the disqualification through the grievance procedure.

**10.10** Current holders of permanent Dispatcher positions who fail the trial period will have their rate of pay protected by the application of Article 8.9 of the ESIMA. In such an event, should the disqualification cause a layoff from the Intermodal Supplemental Agreement, the provisions of Article 7 of the ESIMA will also apply, including Transfer of Benefits.

**10.11** Although the Agreement already allows management the right to determine qualifications, the Company agrees to consult with the Union prior to finalizing a decision on any qualification or disqualification of Dispatchers during their trial period. Upon request of the employee, the Company will advise the employee, in writing, of the reason for the disqualification, identifying the shortcomings involved.

**10.12** During the trial period, and afterwards as required by the Company, candidates for the Dispatch Coordinator positions will be required to undergo and pass training as prescribed by the Company. This training will be designed to enhance their ability to work as Dispatch Coordinator at a high performance level.

**10.13** Upon completion of the trial period, the employee will become a Dispatch Coordinator and will be paid the Dispatch

Coordinator rate from the time the employee entered the trial period.

**10.14** Following the initial phase-in period, applicants who wish to become qualified for future vacancies in Dispatch Coordinator positions shall be accepted first from employees having a minimum of one-year service at the Intermodal terminal before other employees are considered.

**10.15** After the trial period, employees must continue to demonstrate a level of performance satisfactory to the Company while on the job. In the event that this does not happen, the Company will bring required improvements to the employee's attention in a timely fashion and endeavour to assist the employee in overcoming shortcomings where appropriate. Employees may be disqualified for cause, but this disqualification shall not be treated or recorded as discipline. However, the Company has agreed to apply the investigation provisions of Articles 23.3 to 23.9 prior to disqualifying the employees.

**10.16** Employees who become Dispatch Coordinators will be required to remain as a Dispatch Coordinator for one year, after which time they will be permitted to give a three-month notice in writing of their desire to vacate the classification before being allowed to bid another position in another classification. They must provide copies to the Manager – Road Operations and the Local Chair. However, in special cases, the Manager – Road Operations and the Local Chair may locally agree to permit an individual to vacate the classification earlier upon proof of good reason supplied by the Dispatch Coordinator.

**10.17** The Company will, from time to time, provide the Dispatch Coordinators with training on regional geography, customer skills, commodities, safety, etc.

**10.18** Because of the number of terminals involved and the length of the agreed process, the Company will phase in the new Dispatch Coordinator position on a terminal by terminal basis and will advise the Union in advance. Such process will be initiated at all terminals within one year of ratification of the collective agreement.

**10.19** During the phase-in period at an Intermodal terminal, the Company and the Union will cooperate to minimize adverse effects of the implementation and operation of this Understanding.

**10.20** After the phase-in period, the Company and the Union will meet to review and measure the results of the Dispatch Coordinator position, including its effect on customers, owner-

operators and Company operations, with a view of further improving the results of this classification.

## ARTICLE 11

### HOURS OF WORK, STARTING TIME AND REST DAYS

#### General

11.1 This article does not apply in respect of spare board, or part time employees.

11.2 In respect of regularly assigned employees, the work week shall mean a calendar week beginning on the first day of the week on which the assignment is bulletined to work.

11.3 The regular work week shall consist of forty (40) hours of work, scheduled in accordance with this article, and at least two consecutive rest days. The daily scheduled hours of work shall be consecutive.

**NOTE:** see Appendix 14

11.4 Regularly assigned employees who report for duty on their regular assignments shall be paid for regularly scheduled hours of such assignment at their regular rate. Employees who are permitted to leave work at their own request shall be paid for actual time worked at their regular rate.

**NOTE:** An employee prevented from completing a shift due to a bona-fide injury sustained while on duty will be paid for the full shift at straight time rates of pay unless in receipt of workers' compensation benefits for the day of the injury in which case the employee will be paid the difference between the payment of a full shift and such workers compensation benefits.

#### Hours and Starting Times of Assignments

11.5 Flexibility to meet the requirements of the operation is of critical importance. To meet the requirements of the operation, assignments may be established consisting of:

- (a) Five (5) eight-hour shifts in the work week.
- (b) Four (4) ten-hour shifts in the work week.
- (c) When conditions require, other shift arrangements may be established by local agreement between the terminal manager and the chief shop steward. Agreement will not be unreasonably or arbitrarily withheld. When local agreement cannot be achieved, the matter will be discussed, as quickly as possible, between the General Manager of terminal operations

and the designated representative of the Union with a view to reaching agreement on a shift arrangement that satisfies the concerns of both parties. In the event that agreement cannot be reached, the matter may be referred to arbitration in the Canadian Railway Office of Arbitration and Dispute Resolution for final and binding resolution.

**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.

**11.6** To the extent practicable, assignments having regular hours and starting times will be established. However, it is recognized that the nature of the work may require the establishment of assignments having irregular hours and/or different starting times on different days of the week. Such assignments will be established consistent with the provisions of this article.

**NOTE:** In establishing assignments having irregular hours, no shift of less than eight hours shall be scheduled as part of such assignment.

**11.7** In the application of paragraph 11.5 and/or 11.6, when it is necessary to establish assignments consisting of other than five (5) eight-hour shifts and/or irregular hours and/or different starting times on different days of the week, the designated representative of the Union will be advised of the reasons therefor not less than seven (7) calendar days prior to the commencement of such assignment.

**11.8** To meet the requirements of the operation, the normal scheduled starting times of designated regular assignments may be changed by up to two (2) hours, either way, such assignments to be designated by bulletin. When it is necessary to do so, employees will be so advised not later than completion of the previous shift or, in the case of regularly assigned employees on rest days, not later than 16 hours in advance of the normal scheduled starting time. Such notice will be given on each day that such change is required. The changing of starting times in accordance with this paragraph shall not require the payment of overtime rates. (See Appendix 8)

#### **Change in Rest Days or Starting Times**

**11.9** When the rest days of an assignment are changed or when the starting time of an assignment is changed by more than two hours, the assignment will be abolished upon three days notice and the employee concerned will exercise seniority, at the terminal, in accordance with Article 15. The new

assignment with changed rest days or starting times, and subsequent vacancies, will be bulletined to the terminal in accordance with paragraph 14.2 of Article 14.

## **ARTICLE 12**

### **LUNCH PERIOD**

**12.1** Regularly assigned employees and employees assigned to shifts of eight hours or more will be entitled to a lunch period between the end of the third and the beginning of the sixth hour of work. It is understood that the lunch period will be arranged so as not to conflict with the operation.

**12.2** Such lunch period will be of thirty (30) minutes duration without deduction in pay.

**12.3** Should employees not be allowed a meal period during the spread of hours specified herein, they shall be paid thirty (30) minutes at overtime rates and, at the first opportunity, allowed thirty (30) minutes for lunch without deduction in pay.

## **ARTICLE 13**

### **OVERTIME**

**13.1** This article does not apply in respect of tractor trailer operators.

**13.2** Overtime rates shall be calculated at one and one-half times the posted rate.

**13.3** Time worked by employees on regular assignments, continuous with, either before or after, their regularly assigned hours of duty shall be considered as overtime and shall be paid at overtime rates in minimum increments of 15 minutes. Time worked in excess of regularly assigned hours due to changing of shifts in the application of seniority rules shall not be paid at overtime rates.

**13.4** Regularly assigned employees called to work not continuous with their regular assigned hours shall be paid for all hours worked, with a minimum of three hours, at overtime rates except that employees, who are called to work and are subsequently canceled before leaving home, shall be paid one hour at overtime rates.

**13.5** Employees required to work on their assigned rest days shall be paid for all hours worked, with a minimum of three hours, at overtime rates. This shall not apply where such work is

performed by an employee moving from one assignment to another in the exercise of seniority.

**13.6** Time worked in excess of forty (40) hours in a work week shall be paid for at overtime rates. In the application of this paragraph:

- (a) Time paid for a general holiday or any other time paid for will be used in computing the forty (40) hours when such payments apply during an employee's normal scheduled working hours.
- (b) Time paid for at overtime rates shall not be used in the computation of overtime. Overtime hours paid for under paragraphs 13.3 to 13.5, inclusive, shall not be used in computing the forty (40) hours per week.

**13.7** Employees shall not be required to suspend work during regular hours to absorb overtime.

**13.8** Employees filling a full-time assignment who are required to work in excess of two hours overtime continuous with the completion of assigned hours will be allowed a lunch period of 20 minutes, without deduction in pay, upon completion of two hours overtime.

**13.9** Every effort will be made to avoid the necessity for overtime. However, when conditions warrant, employees will perform authorized overtime work. Such overtime work will be allotted as locally agreed.

## **ARTICLE 14**

### **BULLETINING AND FILLING OF ASSIGNMENTS**

#### **Assignments and Vacancies**

**14.1** When required, permanent assignments (which shall include permanent vacancies in assignments and new permanent assignments) will be advertised on regional bulletins.

**14.2** When required, the following will be advertised on terminal bulletins:

- (a) Temporary assignments of more than 10 working days (which shall include temporary vacancies of more than ten working days).
- (b) Permanent assignments abolished in accordance with paragraph 11.9 of Article 11 because of a change in rest days or a change in starting times of more than two hours and subsequent vacancies.

(c) Spare board assignments when the number of employees on the spare board is increased.

(d) Regular part time assignments.

**14.3** Temporary assignments of ten working days or less (which shall include temporary vacancies of ten working days or less) and vacancies in permanent or temporary assignments while under bulletin or pending occupancy by a successful applicant will, where necessary, be filled from the spare board or, at terminals where no spare board has been established, by qualified employees from the list of part time employees.

**14.4** For the purpose of this collective agreement, a temporary vacancy is defined as a vacancy in an assignment caused by the regularly assigned employee being absent from duty, including on vacation but excluding on pre-retirement vacation.

#### **Regional Bulletins**

**14.5** When required, regional bulletins will be issued every second Thursday. Bulletins will be posted promptly for a period of five calendar days in places accessible to all employees concerned. A copy of each regional bulletin will be furnished to the chief shop stewards concerned.

**14.6** All regional bulletins will show the classification and location of the assignment, general description of the duties, necessary qualifications where applicable, rate of pay, hours of assignment and assigned rest days.

**14.7** Employees making application for an assignment advertised on the regional bulletin will submit a written application showing seniority number, present classification and location, together with their qualifications. Applications must be filed to reach the designated officer no later than the tenth day after the date of bulletin. As evidence that an application has been submitted, each applicant must forward a copy of such application to the chief shop steward.

#### **14.8**

(a) Assignments advertised on the regional bulletin will be awarded to the senior applicant from the regional seniority list who has attained the necessary qualifications for the classification in accordance with Article 9 or Article 10 or Appendix 12, as the case may be.

(b) Successful applicants may be held on their former assignment for not more than 28 days from the date the assignment is awarded. If the rate of the awarded

assignment is higher, employees will be compensated at such higher rate if held in excess of 14 calendar days.

#### **Terminal Bulletins**

**14.9** Terminal bulletins will be posted at the terminal and outlying points, as required, for a period of five calendar days in places accessible to all employees concerned. A copy will be furnished to the chief shop steward.

**14.10** All terminal bulletins will show the classification of the assignment, rate of pay, hours of assignment, assigned rest days and, for temporary assignments, the approximate date of commencement and approximate duration.

**14.11** Employees making application for an assignment advertised on the terminal bulletin will submit a written application showing seniority number. Applications must be received no later than the closing date of the bulletin.

#### **14.12**

(a) Applications for assignments advertised on the terminal bulletin will only be accepted from employees employed at the terminal where the bulletin is posted or outlying points.

(b) Applications from regularly assigned employees will only be accepted when it involves an increase in rate of pay, a change in classification, or a change in shift, or rest days. When other qualified employees are available, regularly assigned employees will not be allowed to commence work on a temporary assignment and their regular assignment on the same day.

**14.13** Assignments advertised on the terminal bulletin will be awarded to the senior applicant at the terminal who has attained the necessary qualifications for the classification in accordance with Article 9 or Article 10 or Appendix 12, as the case may be. Successful applicants may be held on their former assignment for not more than 10 days from the date the assignment is awarded. If the rate of the awarded assignment is higher, employees will be compensated at such higher rate if held in excess of 5 calendar days.

#### **No Applications from Qualified Employees**

#### **14.14**

(a) In the event that no applications are received from qualified employees for an assignment advertised on a regional or terminal bulletin, the junior qualified

unassigned part time employee at the terminal may be assigned.

- (b) If there are no unassigned part time employees qualified to fill the assignment, the junior qualified full time employee at the terminal will be assigned for a maximum period of 90 calendar days. In such cases, the Company will arrange for the training of another employee for the position so that employees required to fill positions may be returned to their regular assignment as soon as is practicable. Should a junior qualified employee subsequently become available (including employees who subsequently become qualified) such junior employee will be required to fill the assignment and the senior full time employee will be returned to his/ her former assignment.
- (c) The regular assignment of a junior employee assigned to another assignment in the application of subparagraph (b) will be treated as a temporary vacancy of more than 10 working days.

**Assignment Awarded (Other than Dispatcher or Lead Hand Assignments)**

**14.15**

- (a) Employees who are awarded an assignment by bulletin in other than a dispatcher or lead hand classification will receive a full explanation of the duties of the assignment.
- (b) Employees must demonstrate the ability to perform the work within a reasonable probationary period of up to 10 working days, the length of time dependent upon the character of the work.
- (c) Failing to demonstrate their ability to do the work, employees will be required to undergo the maintenance of qualifications program for the classification during which time the assignment will, if necessary, be filled in accordance with paragraph 14.3. Upon completion of the program, employees will be returned to the awarded assignment and allowed a second probationary period of up to 10 working days.
- (d) If, after undergoing the maintenance of qualifications program, employees still fail to demonstrate the ability to do the work, they will be removed from the assignment and returned to their former assignment. They will not, thereafter, be considered qualified to perform the work of that classification and the list of

qualifications described in paragraph 9.8 will be revised accordingly.

- (e) Employees removed from an assignment in the application of this paragraph 14.15 may appeal the matter in the grievance procedure. After making an appeal, they may be required, or shall at the request of the chief shop steward, be allowed the opportunity to demonstrate their ability to perform the work of the assignment. The chief shop steward may be present at such demonstration.
- (f) When employees are removed from an assignment in the application of this paragraph 14.15, such assignment will be re-advertised.

#### **Assignment Awarded (Dispatcher or Lead Hand Assignments)**

##### **14.16**

- (a) Employees who are awarded an assignment by bulletin in a dispatcher or lead hand classification will receive a full explanation of the duties of the assignment.
- (b) Employees must demonstrate the ability to perform the work of the dispatchers or lead hand assignment within a reasonable probationary period of up to 30 working days, the length of time dependent upon the character of the work. In any event such probationary period shall not be less than five working days. Any extension of time beyond the 30 working days will be as locally agreed between the terminal manager and the chief shop steward.
- (c) Failing to demonstrate their ability to do the work, they will be removed from the assignment and returned to their former assignment. They will not, thereafter, be considered qualified to perform the work of that classification and the list of qualifications described in paragraph 9.8 will be revised accordingly. This will not prevent the employee concerned from again applying for and undergoing the selection procedures set out in Article 10 and Appendix 12 at some future time.
- (d) Employees removed from an assignment in the application of this paragraph 14.16 may appeal the matter in the grievance procedure. After making an appeal, they may be required, or shall at the request of the chief shop steward, be allowed the opportunity to demonstrate their ability to perform the work of the assignment. The chief shop steward may be present at such demonstration.

- (e) When employees are removed from an assignment in the application of this paragraph 14.16, such assignment will be re-advertised.

**Employees Returning From Vacation or Leave of Absence**

**14.17** Employees returning from vacation or leave of absence shall resume their former assignment. Within three working days of their return to their former assignment, they may exercise seniority to any assignment bulletined during their absence in accordance with paragraphs 14.1 or 14.2. When exercising their seniority in accordance with paragraph 14.2, employees will only be permitted to do so at their terminal.

**General**

**14.18** Employees displaced from an assignment awarded by regional bulletin as a result of:

- (a) being returned to their former assignment in the application of paragraph 14.15 or 14.16;
- (b) a grievance filed by a senior employee in the application of paragraph 14.15 or 14.16;
- (c) a senior employee returning from a vacation or leave of absence in the application of paragraph 14.17;

may return to their former assignment or, qualifications being sufficient, immediately exercise seniority rights to displace a junior employee from any assignment awarded on a regional bulletin between the time of their appointment and subsequent displacement. Junior employees displaced as a result will also be governed by the provisions of this paragraph 14.18.

**14.19** Employees displaced from an assignment awarded by terminal bulletin as a result of:

- (a) being returned to their former assignment in the application of paragraph 14.15 or 14.16;
- (b) a grievance filed by a senior employee in the application of paragraph 14.15 or 14.16;
- (c) a senior employee returning from a vacation or leave of absence in the application of paragraph 14.17;

may return to their regular assignment or, qualifications being sufficient, immediately exercise seniority rights to displace a junior employee from any assignment at the terminal awarded on a terminal bulletin between the time of their appointment and subsequent displacement. Junior employees displaced as a result will also be governed by the provisions of this paragraph 14.19.

**14.20** Employees awarded a temporary assignment by terminal bulletin will return to their regular assignment at the completion of the temporary assignment.

## **ARTICLE 15**

### **STAFF REDUCTION AND DISPLACEMENT**

#### **Staff Reduction and Notice**

**15.1** When staff is reduced, the senior employees with sufficient ability to perform the work will be retained.

**15.2** In instances of staff reduction, four working days' advance notice will be given to regularly assigned employees whose assignments 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. Such notice will specify the time limits with which the employee must comply in exercising seniority rights and the penalty of failing to comply with such time limits. The chief shop steward will be supplied with a copy of any notice in writing.

#### **Entitlements and Declarations**

**15.3** Employees whose permanent assignments are abolished or who are displaced from their permanent assignment will be entitled to displace a junior employee from a permanent assignment at any terminal on the region or a temporary assignment at their own terminal, qualifications being sufficient. Employees will not, however, be required to exercise seniority to another terminal. If, after exhausting their seniority at their terminal, they are unable to hold a full time assignment (including spare board assignments), they may elect to protect part time work or assume layoff.

#### **15.4**

- (a)** Employees wishing to exercise seniority rights to another assignment at the terminal must make their declaration and assume the new assignment within three calendar days of the abolition of their assignment or displacement.
- (b)** Employees wishing to exercise seniority rights to an assignment at another terminal must make their declaration and assume the new assignment within ten calendar days of the abolition of their assignment or displacement.

**NOTE:** The ten day time limit set out in this sub-paragraph (b) may be extended by local agreement

between the terminal manager and the chief shop steward at the terminal to which the employee is transferring.

- (c) Employees failing to comply with the time limits set out in this paragraph will forfeit their seniority and their names will be removed from the seniority list (i.e. their services will be dispensed with).
- (d) In respect of employees who are on vacation or authorized leave of absence for illness or other reason at the time their assignment is abolished or they are displaced, the time limits specified in this paragraph will apply from the time they report for duty.

**Displacement on to other than Dispatcher or Lead Hand Assignments**

**15.5**

- (a) Employees who are allowed to displace a junior employee on other than a dispatcher or lead hand assignment will receive a full explanation of the duties of the assignment.
- (b) Employees must demonstrate the ability to perform the work within a reasonable probationary period of up to 10 working days, the length of time dependent upon the character of the work.
- (c) Failing to demonstrate their ability to do the work, employees will be required to undergo the maintenance of qualifications program for that classification during which time the assignment will, if necessary, be filled in accordance with paragraph 14.3 of Article 14. Upon completion of the program, employees will be returned to the assignment and allowed a second probationary period of up to 10 working days.
- (d) If, after undergoing the maintenance of qualifications program, employees still fail to demonstrate the ability to do the work, they will be removed from the assignment and will be required to displace another junior employee from an assignment for which they are qualified. They will not, thereafter, be considered qualified to perform the work of the classification concerned and the list of qualifications described in paragraph 9.8 will be revised accordingly.
- (e) Employees removed from an assignment in the application of this paragraph 15.5 may appeal the matter in the grievance procedure. After making an

appeal, they may be required, or shall at the request of the chief shop steward, be allowed the opportunity to demonstrate their ability to perform the work of the assignment. The chief shop steward may be present at such demonstration.

#### **Displacement on to Dispatcher or Lead Hand Assignments**

##### **15.6**

- (a) Employees who are allowed to displace a junior employee on a dispatcher or lead hand assignment will receive a full explanation of the duties of the assignment.
- (b) Employees must demonstrate the ability to perform the work of the dispatchers or lead hand assignment within a reasonable probationary period of up to 30 working days, the length of time dependent upon the character of the work. In any event such probationary period shall not be less than five working days. Any extension of time beyond the 30 working days will be as locally agreed between the terminal manager and the chief shop steward.
- (c) Failing to demonstrate their ability to do the work, they will be removed from the assignment and will be required to displace another junior employee from an assignment for which they are qualified. They will not, thereafter, be considered qualified to perform the work of the classification concerned and the list of qualifications described in paragraph 9.8 will be revised accordingly. This will not prevent the employee concerned from again applying for and undergoing the selection procedures set out in Article 10 at some future time.
- (d) Employees removed from an assignment in the application of this paragraph 15.6 may appeal the matter in the grievance procedure. After making an appeal, they may be required, or shall at the request of the chief shop steward, be allowed the opportunity to demonstrate their ability to perform the work of the assignment. The chief shop steward may be present at such demonstration.

#### **General**

**15.7** When employees are removed from an assignment in the application of paragraph 15.5 or 15.6, the employee they originally displaced and any other employees displaced as a

direct consequence thereof shall return to their former assignments.

**15.8** Employees removed from their regular assignment as a disciplinary measure will not be permitted to displace any other employee but will be permitted to apply for any bulletined vacancies.

## **ARTICLE 16**

### **LAYOFF AND RECALL**

**16.1** Laid-off employees must register their name and address and telephone number, in writing, at the time of layoff, with their immediate supervisor and their chief shop steward. They must also advise, in writing, the proper officer of the Company and the chief shop steward of any subsequent change in address and/or telephone number. Employees who fail to comply with either of these requirements will forfeit their seniority and their services will be dispensed with.

**16.2** Laid off employees shall, if qualified, be recalled to service in order of seniority when a vacancy in their seniority group remains unfilled after having been bulletined. An employee, recalled from layoff, shall be notified by telephone at the last number on record with the Company. When employees cannot be contacted by telephone, they will be advised to return to work by registered mail to the last address on record.

**16.3** Laid off employees subject to recall will not be required to report for duty providing that it is definitely known that the duration of the work will not exceed 30 calendar days and another junior qualified laid-off employee is available. In either event, the employees concerned must give written advice of their intentions to their immediate supervisor immediately upon receipt of notification to resume duty.

**NOTE:** This paragraph 16.3 does not constitute a guarantee of 30 calendar days of employment.

**16.4** Laid-off employees who fail to report for duty or to give a satisfactory reason for not doing so, within ten calendar days from date of notification (the date contacted by telephone or the date notification is mailed), will forfeit their seniority and their services will be dispensed with.

**16.5** 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 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 17**

### **SPARE BOARDS**

#### **General**

**17.1** Spare boards may be established as required by the Company. When so established, spare boards will be operated in conformance with the provisions of this article. It is understood that spare boards shall not be utilized so as to replace or avoid regular assignments.

**17.2** Spare boards shall be utilized to perform relief and extra work of eight hours duration or more and, where no qualified part time employees are available, for relief and extra work of less than eight hours duration.

**17.3** For the purposes of this collective agreement, employees assigned to the spare board are considered to be occupying permanent assignments.

**17.4** Employees assigned to a spare board should be qualified to perform the work of all the classifications protected by that spare board. If employees are not qualified in all the classifications, they will be required to so qualify and the training will be covered by Article 9 of this Agreement.

**17.5** When required to work in accordance with this article, spare board employees will be paid for all time worked at the rate of the classification in which the work is performed.

**17.6** In the application of the annual vacation, general holiday and bereavement leave provisions of this Collective Agreement, employees will be paid at the equipment operators' rate.

**17.7** The work week for spare board employees is a calendar week beginning on each Friday.

**17.8** Spare board employees will be entitled to overtime rates:

- (a) For all hours in excess of forty (40) after accumulating forty (40) hours at straight time rates in the work week.
- (b) For all hours worked on a second assignment when required to commence such second work assignment without an interval of eight hours or more between the completion of work on the previous work assignment and the time required to report for duty on the second.
- (c) Where a spare board employee relieves on a regular assignment, for all hours in excess of the regular assigned hours of such assignment.
- (d) Where a spare board employee works on an extra assignment, for all hours in excess of eight.

**Guarantee**

**17.9** The guarantee period shall be a period of one calendar week beginning on Friday.

**17.10** While assigned to the spare board, an employee will be guaranteed wages for each guarantee period in the amount of 40 hours at the equipment operators' rate, subject to the provisions of paragraph 17.12. In cases where the employee is assigned to the spare board for only a portion of the guarantee period, the guarantee will be prorated based on the number of days so assigned.

**17.11** All compensation paid to an employee while assigned to the spare board will be used to offset the guarantee.

**17.12** The guarantee will be reduced by eight hours at the equipment operators' rate:

- (a) For each calendar day or portion thereof that an employee is not available for duty.
- (b) For each assignment not worked due to missing the call.
- (c) In those guarantee periods in which one or more general holidays occur, for each general holiday on which the employee does not qualify for holiday pay.

**17.13** Employees who are unavailable on more than two days, including missed calls, will not be entitled to the guarantee.

## Operation of Spare Boards

### 17.14

- (a) Spare board employees will be called on a first in, first out basis. If not qualified for the work available, the employee first out will not be called but will retain first out status. In such cases, the first out employee qualified to perform the work will be called.
- (b) Employees will be called by telephone at their regular telephone number a minimum of two hours prior to the time required to report for duty. The two hour minimum may be extended by means of local agreement.

**NOTE:** Procedures governing the manner in which employees are called may be established by local agreement so long as such procedures are consistent with the provisions of this article.

**17.15** Employees who would be entitled to payment at overtime rates in the application of sub-paragraphs (a) and (b) of paragraph 17.8 will not be called if there are other qualified employees on the spare board available at straight time rates. However, such employees will retain their standing on the board.

**17.16** A qualified employee standing first out and available at straight time rates who is not called in the proper turn will be entitled to four (4) hours pay at the equipment operators' rate and will remain first out.

**17.17** Employees who are called and report for duty and are afterwards cancelled will be paid eight (8) hours pay at the equipment operators' rate and their names will be placed at the bottom of the board as of the time of cancellation. This shall not apply to employees held on duty and used on a work assignment other than that for which called.

**17.18** Upon completion of the work for which called, the employee's name will be placed at the bottom of the board. If two or more employees go off duty at the same time, their names will be placed at the bottom of the board in the same order in which called.

**17.19** Employees who are unavailable when called will have their name immediately dropped to the bottom of the board.

**17.20** Employees added to the spare board, returning from vacation, leave of absence for illness or other reasons, returning from a temporary assignment, exercising seniority onto the spare board, etc. will have their names placed on the bottom of

the board at such time as they give notification of their availability.

### **Regulation of Spare Boards**

**17.21** The number of employees on the spare board will be regulated by the Company in accordance with the requirements of the operation. The spare board will be regulated in a manner to avoid, as near as possible, excessive guarantee payments or excessive overtime.

**17.22** When it becomes necessary to increase the number of employees on the spare board, such increase will be accomplished through the application of Article 14.

**17.23** When it becomes necessary to reduce the number of employees on the spare board, such reduction will be done in inverse order of seniority, the junior employee(s) first. The provisions of Article 15 will apply to reductions in the spare board.

**NOTE:** Spare board positions will be exempt from a four (4) day advance notice and may be abolished immediately. No employee will be on layoff status during the four (4) days following the abolishment as a result of the position being abolished immediately. Should an employee face layoff as a result of the position being abolished they will be retained until the expiration of the four (4) day period.

## **ARTICLE 18**

### **PART TIME EMPLOYEES**

**18.1** To the extent practicable, full time assignments will be established and maintained to perform the work. Consistent with this principle, the Company may employ part time employees to supplement the normal work force. It is understood that part time employees shall not be utilized so as to replace or avoid full time assignments. Part time employees will be utilized in conformance with the provisions of this article.

**18.2** Part time employees are employees engaged to perform less than forty hours work in the work week.

**18.3** Part time employees may be utilized in circumstances which include:

- (a)** Peak periods;
- (b)** When full time employees are absent from their regular assignment and the spare board is exhausted;

- (c) To handle traffic arriving late or outside normal working hours.
- (d) When work is required to be performed on a day or at a time which is not part of any full time assignment or which cannot practicably be made part of any full time assignment.

**18.4** The work described in paragraph 18.3 may be performed by regularly assigned part time employees or by unassigned part time employees. At any given time, the total number of part-time employees under this Supplemental Agreement shall not exceed one part-time employee for every fourteen (14) occupied full time positions under this Supplemental Agreement.

**NOTE:** It is understood that the part-time limits established in the grievance settlement document dated February 9, 1998 concerning BIT shall be continued. i.e. twenty (20) between May 1 and October 31 inclusive, and sixteen (16) between November 1 and April 30.

**18.5** In respect of regularly assigned part time employees, the work week shall mean a calendar week beginning on the first day of the week on which the assignment is bulletined to work; and, in respect of unassigned part time employees, a calendar week beginning on Friday.

**18.6** Qualifications being sufficient, unassigned part time employees shall, when available for work, be called in seniority order except that:

- (a) Part time employees who have worked a tour of duty will not be considered as available for another call in the calendar day unless there are no other part time employees available.
- (b) Part time employees will not be called after they have accumulated forty (40) hours of work in the work week, except in the case of emergency or where there are no other employees available.

**18.7** Part time employees will be called by telephone at their regular telephone number, unless other arrangements have been made, a minimum of two hours prior to the time required to report for duty.

**18.8** Part time employees will be guaranteed a minimum of three hours pay when required to commence work except when relieving a full time employee on a regular assignment, in which case the part time employee shall be guaranteed the regular assigned hours of such assignment.

**18.9** Part time employees will be paid overtime for hours worked in excess of forty (40) hours in the work week.

**18.10** The provisions of Articles 11 and 13 of this collective agreement do not apply in respect of part time employees.

## **ARTICLE 19**

### **SPECIAL RULES – MILEAGE AND ZONE RATED EMPLOYEES**

**19.1** This article applies to tractor trailer operators operating tractors owned or leased by the Company.

#### **Mileage Rated Runs**

**19.2** For mileage rated runs, tractor trailer operators will be paid on the basis of miles run, point to point, as set out in the (title of standard road atlas) at the applicable mileage rate as posted at the terminal in accordance with paragraph 8.2 of Article 8.

**19.3** Terminal delay, wait time and work time will be paid on the actual minute basis at the applicable hourly rate as posted at the terminal in accordance with paragraph 8.2 of Article 8.

- (a)** Terminal delay occurs when tractor-trailer operators are held over at the terminal. Terminal delay is exclusive of time spent performing such normal duties as inspecting and servicing tractor and equipment, picking up trip documentation, installing tachometer cards, and so on, it being understood that all such duties are covered by the mileage rate of pay.
- (b)** Wait time includes waiting to be loaded or unloaded, waiting for equipment to be repaired or for impassable roads to be cleared.
- (c)** Work time shall include loading and unloading, shunting and repairing equipment. Work time is exclusive of hooks and drops it being understood that the work associated with hooks and drops is covered by the mileage rate of pay.

**19.4** When directed to layover away from their home terminal, tractor-trailer operators will be provided suitable sleeping accommodations and an allowance for meals in the following amounts:

- Breakfast - \$ 6.00
- Lunch - \$ 9.00
- Dinner - \$ 12.00

### **Zone Rated Operations**

**19.5** For zone rated runs, tractor trailer operators will be paid on the basis of runs, zone to zone, at the applicable zone rate as posted at the terminal in accordance with paragraph 8.2 of Article 8.

**19.6** All time in excess of the first 15 minutes at the terminal and in excess of the first 15 minutes at the customer will be paid, calculated in 15 minute increments, as wait time at the applicable hourly rate as posted at the terminal in accordance with paragraph 8.2 of Article 8.

### **General**

**19.7** Tractor-trailer operators required to bobtail or deadhead will be paid at the applicable mileage or zone rate.

**19.8** Employees may be required to wear uniforms while on duty. When so required, employees will be supplied uniforms free of charge and will be held responsible for maintenance of their uniforms in a clean, neat and repaired condition as well as protection against loss. Employees will be required to promptly return all articles of the last issue of uniform clothing when leaving the service or assume the cost thereof.

## **ARTICLE 20**

### **SUB-CONTRACTING**

**20.1** The Company may, from time to time, subcontract work to other parties as required. Unless otherwise agreed by the parties there shall be no permanent reduction in the number of full time employees as a result of sub-contracting work.

**NOTE:** Appendix 3 to this collective agreement will cover the manner in which trucking services may be contracted.

**20.2** Except in cases where time constraints and circumstances prevent it, the Company will hold discussions with representatives of the Union in advance of the date contracting out is contemplated. The Company will provide the Union 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, with the same level of risk, and with the same quality as by contract, the work will be brought back in or will not be contracted out. Where a business case cannot be made to have the work performed by Unifor members under the 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.

### **20.3**

- (a) At the request of either party, a meeting may be held, from time to time, for the purpose of discussing possible ways and means of having sub-contracted work performed within the bargaining unit.
- (b) Where mutually agreed, the parties may amend the terms and conditions of this collective agreement to facilitate the performance of such work by bargaining unit employees.

**20.4** In the application of this article, the use of owner-operators contracted by the Company or its subsidiaries and represented by the Union shall not constitute sub-contracting.

## **ARTICLE 21**

### **REHABILITATION**

**21.1** When mutually agreed between the designated representative of the Union and the General Manager of terminal operations, full time employees who have become unfit to perform the work of their assignment will be allowed to displace a junior employee from a full time assignment for which qualified.

**NOTE:** The provisions of this paragraph 21.1 may be applied in respect of a pregnant employee who works continuously with a video display terminal. If, because of insufficient seniority or qualifications, such employee cannot displace onto an assignment which does not work continuously with a video display terminal, she will be granted a leave of absence without pay where justified. It is the responsibility of the individual employee to initiate a request for application of this paragraph 21.1.

**21.2** Disabled employees allowed to displace onto an assignment in accordance with paragraph 21.1 will not be

subject to displacement by an able-bodied employee unless such able-bodied employee would otherwise be unable to hold full time work at the terminal. However, should such employees recuperate, they will again be subject to displacement by senior employees.

**21.3** Employees displaced in the application of this Article 21 will exercise seniority in accordance with the provisions of Article 15.

**21.4** The Company's physician will determine employees' fitness to perform the work of their assignment.

## **ARTICLE 22**

### **LEAVE OF ABSENCE**

#### **Leave of Absence for Union Business**

**22.1** Employees elected or appointed as salaried representatives of the Union 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.

**22.2** Employees elected or appointed to serve on committees for investigation, consideration and adjustment of grievances shall, upon request, be granted necessary leave of absence without pay.

**22.3** Employees shall be granted leave of absence without pay to attend general meetings, union conventions and union business, and union meetings upon the request of the chief shop steward. Such leave of absence will only be granted when it will not interfere with the Company's business nor put the Company to additional expense.

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 no less than 72 hours prior to the commencement of the leave of absence.

### **Leave of Absence for Personal Reasons**

**22.4** At the discretion of the Company, employees may be granted leave of absence of up to three months in duration. Such permission must be applied for in writing. Such leave of absence may be extended by an additional three months by application in writing to the terminal manager. Applications must be submitted in ample time to allow the terminal manager to consider the request and advise the employee of the decision. Employees who overstay a leave of absence without a reason acceptable to the Company will be considered to be absent without authorization and will be subject to the provisions of paragraph 22.8 of this article.

### **Leave of Absence for Educational Purposes**

**22.5** Leave of absence for educational purposes may be granted to employees in accordance with the company's regulations. Employees who return to service between school terms or prior to terminating the educational course for which leave has been granted will not be permitted to exercise their seniority but may apply for assignments subsequently advertised.

### **General**

**22.6** Leave of absence will not be granted for the purpose of engaging in work outside the Company except in cases involving illness or incapacity.

**22.7** The name of an employee on authorized leave of absence shall be continued on the seniority list.

### **Leave of Absence Without Authorization**

**22.8** Employees who are absent from work without authorization for more than fifteen (15) consecutive working days will forfeit their seniority and their services will be dispensed with. Authorization will be given in case of bona-fide illness or injury or other reason acceptable to the Company.

### **Resuming Duty After Leave of Absence**

**22.9** Regularly assigned employees who have been absent account illness, injury or other reason (excluding annual vacation) will advise the Company of their availability for duty at least three (3) hours in advance of the time required to report for duty on their assignment. Regularly assigned employees will not be allowed to resume duty unless they have complied with this requirement.

**22.10** The Union must provide the proper officer of the Company, at each location or terminal, by January 15<sup>th</sup> of each

year, 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 23**

### **INVESTIGATION AND DISCIPLINE**

**23.1** Employees who have completed their probationary period, will not be disciplined or discharged for major offenses without a fair and impartial hearing.

**23.2** 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). 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.

**23.3** Except as provided under Appendix 11, "Corrective Behaviour -- Informal Investigation", when a formal hearing is to be held, the employee and the designated Union representative will be given at least forty-eight (48) hours notice of the hearing and will be notified of the time, place, and subject matter of such hearing. This shall not be construed to mean that a proper officer of the Company, who may be on the grounds when the cause for investigation occurs, shall be prevented from making an immediate investigation.

**23.4** Employees may, only if they so desire, have the assistance at the investigation of one or two co-workers, which could include their chief shop steward or authorized committee members of the union who are employees of the Company, or the Union's Accredited Representative.

**23.5** 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.

**23.6** 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 decision except in the case of a dismissible offence.

**23.7** If the decision is considered unjust, the matter may be appealed in the grievance procedure as set out in Article 5. Such appeal shall set forth the grounds upon which it is made. On request, the designated representative of the Union shall be shown all evidence in the case.

**23.8** Should an employee be exonerated, such employee shall be paid at his or her regular rate of pay for any time lost (one day for each 24 hours) less any amount earned in other employment.

**23.9** If away from home, employees shall, on production of receipts, be reimbursed for reasonable expenses for traveling to and from the hearing.

## **ARTICLE 24**

### **HELD OFF WORK ON COMPANY BUSINESS**

**24.1** Employees who, by order of the Company, are held off work on Company business will be compensated as follows:

- (a)** Employees on regular full time assignments will, if required to lose time, be paid for time lost. If no time is lost, they will be paid, at overtime rates, from the time required to report for duty until actually released with a minimum of two hours.
- (b)** Spare board employees, will be paid, at the hourly rate for equipment operator and part time employees will be paid at the hourly rate for helpers from the time required to report for duty until actually released with a minimum of two hours. However, if such employees lose a work opportunity, they will be paid actual time lost where such can be readily determined.

**24.2** Necessary actual expenses will be allowed when supported by receipts.

## **ARTICLE 25**

### **ATTENDING COURT**

**25.1** Employees who are required to attend court or a coroners inquest or to appear as witnesses, in cases in which the Company is involved or are subpoenaed by the Crown in such cases, will be compensated as follows:

- (a) Employees on regular full time assignments will, if required to lose time, be paid for time lost. If no time is lost, they will be paid, at overtime rates, for time so held with a minimum of two hours.
  - (b) Spare board employees, will be paid, at the hourly rate for equipment operator and part time employees will be paid at the hourly rate for helpers for time so held with a minimum of two hours, overtime rates to apply if over 40 hours in the work week have been accumulated. However, if such employees lose a work opportunity, they will be paid actual time lost where such can be readily determined.
- 25.2** Necessary actual expenses will be allowed when supported by receipts.
- 25.3** Any fee or mileage accruing will be assigned to the Company.

## **ARTICLE 26**

### **JURY DUTY**

- 26.1** Subject to the requirements and limitations set out in this article, employees who are summoned for jury duty and are required to lose time as a result will be paid for actual time lost, with a maximum of one day's pay for each day lost, as follows:
- (a) For regularly assigned employees, at the rate of the assignment regularly held.
  - (b) For spare board employees, at the equipment operators' rate.
  - (c) For part time employees, at the helpers' rate.
- 26.2** Excluding allowances meals, lodging or transportation, the amount paid by the court for jury duty will be deducted from the amount calculated in accordance with paragraph 26.1.
- 26.3** Employees must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- 26.4** No jury duty pay will be allowed for any day for which the employee is entitled to annual vacation or general holiday pay. However, if an employee's annual vacation falls during the period of jury duty, such vacation may be re-scheduled if the employee so requests.

**26.5** The number of working days for which jury duty pay will be allowed is limited to a maximum of 60 days in any calendar year.

## **ARTICLE 27**

### **BEREAVEMENT LEAVE**

**27.1** 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 the employee has not less than three months' cumulative compensated service.

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

**27.3** It is the intent of this article to provide for the granting of leave from work on the occasion of a death, as aforesaid, and for the payment of regular wages for that period to the employee to whom leave is granted.

**27.4** "*Spouse*" is defined as 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 who 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.

**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.

## ARTICLE 28

### GENERAL HOLIDAYS

#### General Holidays Defined

28.1 General holidays are:

	QUEBEC	OTHER PROVINCES
New Year's Day	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
January 2 <sup>nd</sup> *	<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 13

28.2 An employee who meets the eligibility requirements specified in paragraph 28.5 or 28.6 shall be granted a holiday with pay on the general holidays specified in paragraph 28.1. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

28.3 Eligible employees whose vacation period coincides with any of the general holidays specified in paragraph 28.1 shall receive an extra day's vacation with the pay to which entitled for that general holiday.

#### General Holiday Pay

28.4 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) Spare board employees will be paid eight hour's pay at the straight time rate for equipment operator.
- (c) Unassigned part time employees will be paid a day's pay at the straight time rate for helper. The number of hours in a day's pay will be calculated as the average

number of straight time hours worked on each tour of duty worked over the previous 30 calendar days (i.e., the total number of straight time hours worked in the 30 calendar days preceding the holiday divided by the number of tours of duty worked in that period).

- (d) Mileage and zone rated employees will be paid eight hour's pay at the rate specified for terminal, wait and work time.

#### **Employees Not Required to Work on a General Holiday**

**28.5** In order to be eligible for general holiday pay for any one of the holidays specified in paragraph 28.1, employees who are not required to work on a general holiday must satisfy the conditions set out in sub-paragraphs (a), (b) and (c) 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 available for duty on such holiday if it occurs on one of their work days, excluding vacation days.

**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) hospitalized on the holiday; or (4) in receipt of, or subsequently qualifies for, weekly indemnity benefits because of illness on such holiday.

- (c) They must be entitled to wages for at least seven (7) 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 (c).

#### **Employees Required to Work on a General Holiday**

**28.6** 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 the overtime rate 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 0001 and 2359, inclusive, on the day of the general holiday shall be considered as work on that holiday.

### **28.7**

- (a) Work on a general holiday will be allotted as locally agreed between the terminal manager and the chief shop steward. If no local agreement exists, the Company will designate the employees who will be required to protect work on the general holiday.
- (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.

**NOTE:** The provisions of sub-paragraph 28.7(b) shall not apply to spare board and unassigned part time employees.

**28.8** 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 29**

### **VACATIONS**

#### **29.1 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.

The definitions set out below apply to the Vacation Entitlement Table:

1. "***Days of CCS for One Day of Paid Vacation***" means days of cumulative compensated service, or the major portion thereof, accumulated in the previous calendar year, which are required for one day of paid vacation. Employees will accumulate a day of cumulative compensated service for each day that they are paid wages. On assignments scheduled to

work less than five days in the work week (for example, a work week consisting of four 10 hour shifts), each work week for which 40 hours are paid will be counted as five days of cumulative compensated service.

2. **"Maximum Number Of Weeks Vacation"** means the maximum number of weeks of vacation entitlement during the current calendar year based on a work week of 40 hours which shall be paid for in accordance with paragraph 29.6 of this article. Thus, a week of vacation shall consist of the employee's scheduled work days and rest days or, on assignments not having assigned rest days, a week of vacation shall consist of a calendar week.

3. **"Vacation Pay Factor"** means the specified percentage of the previous calendar years' earnings which will constitute vacation pay in the application of sub-paragraphs 29.6(c) and 29.6(d).

**VACATION ENTITLEMENT TABLE**

VACATION QUALIFICATIONS CRITERIA			VACATION ENTITLEMENT		
Minimum Number of Years Continuous Employment Relationship at January 1 <sup>st</sup> of the Current Year	Minimum Number of Days Compensated Service (CCS) at January 1 <sup>st</sup> of the Current Year	Minimum Number of Days Cumulative Compensated Service (CCS) by Next Service Anniversary Date	Days of CCS 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 1<sup>st</sup> 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.

29.2 Any vacation granted in accordance with paragraph 29.1 for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If the employee leaves the service for any reason prior to next vacation, the adjustment will be made at the time of leaving.

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

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

**29.5** Employees who: (1) leave the service of their own accord; or, (2) are dismissed for cause and not reinstated with their former seniority standing within two years of the date of such dismissal; will, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in paragraph 29.1.

#### **Vacation Payment**

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

- (a) Regularly assigned employees will be compensated at the rate of the assignment which they would have been filling during such vacation period, on the basis of 40 hours for each week of vacation. Employees not assigned to a permanent or temporary assignment at the commencement of their vacation period will be compensated at the rate of the last assignment worked.
- (b) Spare board employees will be compensated at the equipment operator's rate, on the basis of 40 hours for each week of vacation.
- (c) Unassigned part time employees will be compensated on the basis of the applicable percentage of their previous year's earnings, the percentage amount to be determined based on entitlement as specified in paragraph 29.1.
- (d) Mileage and zone rated employees will be compensated on the basis of the hourly rate for terminal, wait and work time or the applicable percentage of their previous year's earnings, whichever is the greater, the percentage amount to be determined based on entitlement as specified in paragraph 29.1.

**29.7** Employees who are laid off shall be paid for any vacation due them at the beginning of the current calendar year which has not been previously taken. If not subsequently

recalled to service during such year, they shall, upon application, be allowed pay in lieu of any vacation due them at the beginning of the following calendar year.

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

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

### **Vacation Scheduling**

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

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

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

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

**29.14** Unless otherwise locally agreed between the terminal manager and chief shop steward, employees who do not apply for vacation prior to February 1 shall be required to take their vacation at a time to be prescribed by the Company.

**29.15** Employees shall take vacation at the time scheduled. If, however, it becomes necessary for the Company to reschedule employees' scheduled vacation dates, they shall be given at least 15 working days advance notice of such rescheduling and will be paid at the overtime rate of their regular wage rate for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which such employees are entitled will be granted at a later date as locally agreed between the terminal manager and the chief shop steward. This paragraph does not apply where rescheduling is a result of an

employee exercising seniority to an assignment covered by another vacation schedule.

**29.16** Employees who exercise seniority after vacation dates are allotted and transfer from the group to which assigned when vacation dates were allotted will be required to take their vacation at a time as locally agreed between the terminal manager and the chief shop steward.

**29.17**

(a) Employees who become ill or injured while on vacation shall be entitled to terminate (temporarily) their vacation and be placed on weekly indemnity. When again fit for duty, they shall immediately inform the terminal manager and continue vacation if within scheduled vacation dates. The remaining vacation which falls outside the employee's scheduled dates will be rescheduled as locally agreed between the terminal manager and the chief shop steward.

(b) Employees who take bereavement leave pursuant to Article 27 while on vacation shall be entitled to terminate (temporarily) their vacation. When bereavement leave is completed, they shall continue vacation if within scheduled vacation dates. The remaining vacation which falls outside the employee's scheduled dates will be rescheduled as locally agreed between the terminal manager and the chief shop steward.

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

**ARTICLE 30**

**BENEFIT PLANS AND LIFE INSURANCE**

**Health and Welfare**

**30.1** Health and welfare benefits shall be provided in accordance with the terms of the supplemental agreement, dated July 25, 1986, governing the *Benefit Plan for Non-Operating Employees* as revised, amended or superseded by any agreement to which the parties to this collective agreement are signatory.

**Paid Maternity Leave Plan**

**30.2** The Paid Maternity Leave Plan shall be that plan established by the *Paid Maternity Leave Plan Agreement* dated

July 25, 1986, as revised, amended or superseded by any agreement to which the parties to this collective agreement are signatory.

#### **Dental Plan**

**30.3** The Dental Plan shall be that plan established by the *Dental Plan Agreement* dated July 25, 1986, as revised, amended or superseded by any agreement to which the parties to this collective agreement are signatory.

#### **Extended Health Care Plan**

**30.4** The Extended Health Care Plan is established by the *Extended Health Care Plan Agreement* dated July 25, 1986, as revised, amended or superseded by any agreement to which the parties to this collective agreement are signatory.

#### **Life Insurance Upon Retirement**

##### **30.5**

- (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 31**

#### **EMPLOYMENT SECURITY AND INCOME MAINTENANCE PLAN**

**31.1** 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 signatory.

## ARTICLE 32

### GENERAL

#### Shift Differentials

**32.1** 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.

**NOTE:** Paragraph 32.1 will not apply in respect of mileage and zone rated employees.

#### Starting Rates

**32.2** New employees entering the service will be compensated at 80% of the job rate for the first 250 working days of compensated service.

**NOTE (1):** Shifts or tours of duty worked as a part time employee will be counted as a working day of compensated service.

**NOTE (2):** This paragraph 32.2 will not apply to employees hired in the repair and maintenance classifications listed in sub-paragraph 8.1(b) of Article 8.

#### Payment of Wages

**32.3** 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 payday, employees will be paid on the preceding Wednesday.

**32.4** When an employee is short paid the equivalent of one day's pay or more, a voucher will be issued within three business days (i.e., excluding weekends and general holidays) of the employee's request for payment to cover the shortage.

#### Use of Private Automobile

**32.5** Where an automobile mileage allowance is paid, such allowance will be 28¢ per kilometre.

### **Change of Residence**

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

### **Notice Boards**

**32.7** Employees will be allowed to post notices of interest on the board designated for that purpose. Such board will be supplied by the employees and will be in keeping with the general furnishings.

### **Printing of Collective Agreement**

**32.8** The Company agrees to undertake the responsibility for the printing of the Collective Agreement within 60 days of signing the 5.1 Master Agreement and the Intermodal Supplemental Agreement. In addition, the Company will examine the feasibility of combining the Benefit Booklet, the ESIMA and the Intermodal Supplemental Agreement into one document.

### **Discrimination and Harassment in the Workplace**

#### **32.9**

(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**

**32.10** 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 33**

**DURATION OF AGREEMENT**

**33.1** This collective agreement, being supplemental to Agreement 5.1, shall remain in force concurrent with and for the duration of Agreement 5.1 and shall continue in force during the currency thereof subject to 4 months' notice in writing from either party to renew or revise it. Such notice may be served at any time within the 4 month period immediately preceding the date of expiration of the term of Agreement 5.1 or within such period as may be provided for therein.

**Signed at Gatineau, Quebec, this 23<sup>rd</sup> day of February 2015.**

**For the Company**

**(Sgd) K. Madigan**  
Kimberly A. Madigan  
Vice-President  
Human Resources

**For the Union**

**(Sgd) B. Kennedy**  
President, Council 4000



## APPENDICES

## APPENDIX 1

**MEMORANDUM OF AGREEMENT** between the **CANADIAN NATIONAL RAILWAY COMPANY** (hereinafter called "the Company") and the **CANADIAN AUTO WORKERS** (hereinafter called "the Union") in respect of the establishment of a supplemental collective agreement to govern certain employees of CN Intermodal.

**IT IS AGREED** that:

1. A supplemental agreement shall be established on this date and become effective as follows:
  - (a) Atlantic Region: on *July 15, 1994*;
  - (b) Mountain Region: on *November 20, 1994*;
  - (c) Great Lakes Region: on *December 2, 1994*;
  - (d) Prairie Region: on *August 6, 1995*;
  - (e) St-Lawrence Region: on *October 1, 1995*.
2. Consistent with Part I of the Canada Labour Code and in recognition of the bargaining unit established by certification order issued by the Canada Labour Relations Board on March 24, 1986, this collective agreement shall be supplemental to Agreement 5.1; that is, for collective bargaining purposes, the term of the supplemental agreement shall be the same and subordinate to the term of Agreement 5.1 and shall be subject to the same notice period in respect to either party's desire to revise or amend its terms and conditions. It is expressly understood that the supplemental agreement may only be terminated upon the termination of Agreement 5.1.
3. Those employees of the bargaining unit falling under the coverage of the supplemental agreement, as defined in paragraph 1.1 of Article 1 thereof, shall be governed, solely and exclusively, by its terms and conditions, including such other memoranda of agreement and letters of understanding as are related to its establishment or to its interpretation or application. Upon the effective date of the supplemental agreement, such employees shall no longer be governed by the provisions of Agreement 5.1, save and except for those provisions related to the term of the collective agreement or to notice to revise or amend any collective agreement provisions governing their employment.

**Signed at Montreal, this 31<sup>st</sup> Day of May, 1994.**

**FOR THE COMPANY**

M.M. Boyle  
For: Asst Vice-President  
**LABOUR RELATIONS**

J.B. Bart  
Manager Labour Relations

**For the Union**

A.S. Wepruk  
National Coordinator

National Representatives:

R.E. Storness-Bliss  
D.R. Olshewski  
R.J. Stevens  
G.T. Murray

## APPENDIX 2

### RECIPROCAL RIGHTS AGREEMENT

**MEMORANDUM OF AGREEMENT** between the **CANADIAN NATIONAL RAILWAY COMPANY** (hereinafter called "the Company") and **CANADIAN AUTO WORKERS** (hereinafter called "the Union") in respect of the establishment of reciprocal seniority rights for certain employees in the service of the Company as of the effective date of this Memorandum of Agreement.

**IT IS AGREED** that:

1. Where used herein, *supplemental agreement* refers to that collective agreement which shall govern employees of the Company employed in Intermodal terminals (including cargo-flo terminals operated by the Company) in Canada (excluding Newfoundland), in the classifications listed in Article 8 thereof, and which becomes effective on the dates set out in paragraph 2 hereof.

2. The term "*effective date*" refers to the date on which the supplemental agreement and this Memorandum of Agreement come into effect. The effective dates are:

- (a) Atlantic Region: July 15, 1994
- (b) Mountain Region: November 20, 1994
- (c) Great Lakes Region: December 2, 1994
- (d) Prairie Region: August 6, 1995
- (e) St-Lawrence Region: October 1, 1995

3. The terms of this Memorandum of Agreement shall apply only to those employees who hold a seniority date under Agreement 5.1 on the effective date. Effective April 2001, entitlement to reciprocal seniority will be extended one year upon each anniversary of the original effective date, as outlined in the table below. Such employees shall be accorded reciprocal seniority rights but shall be entitled to exercise such rights only in accordance with the terms of this Memorandum of Agreement. Employees who enter or begin service under either Agreement 5.1 or the supplemental agreement subsequent to the effective date shall not be accorded reciprocal seniority rights.

Region	2015 Effective Date	2016 Effective Date	2017 Effective Date	2018 Effective Date
Atlantic	2007.07.15	2008.07.15	2009.07.15	2010.07.15
Mountain	2007.11.20	2008.11.20	2009.11.20	2010.11.20
Great Lakes	2007.12.02	2008.12.02	2009.12.02	2010.12.02
Prairie	2008.08.06	2009.08.06	2010.08.06	2011.08.06
St. Lawrence	2008.10.01	2009.10.01	2010.10.01	2011.10.01

**4.** Employees who initially transfer to assignments in Intermodal terminals in accordance with the Memorandum of Agreement, dated May 31, 1994, governing the initial transfer of employees shall be accorded a seniority date identical to their seniority date under Agreement 5.1 and their names shall be placed on the seniority list for the supplemental agreement in the order in which they appear on the seniority list for Agreement 5.1.

**5(a)** Employees who hold a seniority date under Agreement 5.1 on the effective date and who subsequently transfer to assignments in Intermodal terminals shall establish seniority under the supplemental agreement immediately upon commencing work in an Intermodal terminal (including cargo-flo terminals operated by the Company) on an assignment governed by the terms of that collective agreement.

**(b)** Such employees shall be accorded a seniority date identical to their seniority date under Agreement 5.1 and their names shall be placed on the seniority list for the supplemental agreement in the proper spot.

**(c)** In the application of sub-paragraph (b), where other employees have the same seniority date on the seniority list for the supplemental agreement, relative seniority standing shall be determined based on the order in which the names of all such employees having that seniority date appear on the seniority list for Agreement 5.1.

**6.** The names of employees who hold seniority under Agreement 5.1 on the effective date and who transfer to a position governed by the supplemental agreement, either at the effective date or at some subsequent date, shall be retained on the applicable seniority list under Agreement 5.1.

**7(a)** Employees who have reciprocal seniority rights shall only be entitled to exercise such rights to move from an assignment governed by the supplemental agreement to a position governed by Agreement 5.1 when 1) they are not able to hold work at their Intermodal terminal (including cargo-flo terminals operated by the Company) on an assignment governed by the supplemental agreement and constituting 40 paid hours per week or 2) positions remain unfilled after being bulletined under the requirements of Article 5.1.

**NOTE:**

- Transfer from the Intermodal Supplemental Agreement to Collective Agreement 5.1 under this bidding provision will be limited each year.
- The number of employees permitted to transfer under this bidding provision will be limited to a maximum of 10% of the active workforce governed by the Supplemental Agreement at the location of movement each calendar year.

**(b)** Similarly, such employees shall not be entitled to exercise reciprocal seniority rights to move from a position governed by Agreement 5.1 to an assignment governed by the supplemental agreement so long as they are able to hold a full time position at their location under Agreement 5.1.

**8(a)** Employees who have reciprocal seniority rights and who are unable to hold work at their Intermodal terminal (including cargo-flo terminals operated by the Company) on an assignment governed by the supplemental agreement and constituting 40 paid hours per week may, within ten (10) calendar days of becoming unable to hold work (i.e., from the effective date of the abolition of their assignment or their displacement), exercise seniority to a position governed by Agreement 5.1, for which qualified, in accordance with the provisions thereof.

**(b)** The names of such employees shall be retained on the seniority list under the supplemental agreement. If it becomes necessary to increase staff at Intermodal terminals, they shall be recalled to service under the supplemental agreement in accordance with the provisions thereof. Employees refusing recall shall forfeit their seniority under the supplemental

agreement and their names shall be removed from the seniority list.

- 9(a)** Employees who have reciprocal seniority rights and who are unable to hold work at their location under Agreement 5.1 may, within ten (10) calendar days of becoming unable to hold work (i.e., from the effective date of the abolition of their position or their displacement), exercise seniority to a position governed by the supplemental agreement, for which qualified in accordance with the provisions of that collective agreement.
- (b)** The names of such employees shall be retained on the applicable seniority list under Agreement 5.1.
- 10(a)** Notwithstanding the provisions of paragraphs 7, 8 and 9 of this Memorandum of Agreement, for a period of one calendar year following the effective date, employees who have reciprocal seniority rights and who transfer to an assignment governed by the supplemental agreement may return to service under Agreement 5.1 when displaced or by being awarded a position advertised on a regional bulletin in accordance with the provisions of paragraph 12.1 of Article 12 of Agreement 5.1.
- (b)** In the application of sub-paragraph 10(a), employees electing to return to service under Agreement 5.1 shall forfeit their seniority under the supplemental agreement and their names shall be removed from the seniority list for the supplemental agreement.
- 11(a)** The names of employees listed in the Addendum [*not reproduced herein*] to this Memorandum of Agreement shall be placed on the initial seniority list for the supplemental agreement in accordance with the provisions of paragraph 5 hereof and also shall be retained on the seniority list for Agreement 5.1.
- (b)** The name of any such employee who returns to service on a position governed by Agreement 5.1 will be removed from the seniority list for the supplemental agreement.
- 12(a)** Permanent assignments governed by the supplemental agreement which remain unfilled after having been bulletined in accordance with the provisions thereof will be bulletined to employees working under Agreement 5.1 who have reciprocal seniority rights and shall be awarded on the basis of seniority and the

qualifications standards set out in the supplemental agreement.

- (b) Where there are no qualified applicants, the senior applicant who meets suitability and adaptability requirements may be awarded the assignment.
- 13. Prior to hiring new employees to work on assignments governed by the supplemental agreement, the Company will offer the work to employees laid-off under Agreement 5.1 who have reciprocal seniority rights and who meet suitability and adaptability requirements.
- 14. Service under Agreement 5.1 shall count as service in the application of regional rates, starting rates and the probationary period provisions (as set out in Article 6) of the supplemental agreement.

**Signed at Montreal, this 6th Day of March, 2001.**

For the Company

For the Union

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

Rick Johnston  
President, Council 4000

### APPENDIX 3

#### APPLICATION OF ARTICLE 11 IN RESPECT OF CONTRACTED TRUCKING

For the purpose of this Appendix 3, Union represented drivers include owner-operators and Company employed tractor trailer operators operating Company owned or leased tractors governed by a collective agreement between the Company and the Union.

For the purpose of this Appendix 3, the term "paid moves" refers to loads and empties in respect of which the Company is required to provide bobtail moves, or pick-up and/or delivery service either on a local or extended basis under the Company's current Intermodal marketing contracts. All other traffic is excluded from the application of this Appendix 3.

The purpose of this Appendix 3 is to ensure that union represented drivers handle a minimum of 70% of the paid moves handled over the course of each calendar year as defined herein, as calculated on the basis of all terminals together in total. At each terminal, drivers will handle a minimum of 60% of the paid moves handled over the course of each calendar year as defined herein.

For the purpose of this Appendix 3, the calendar year will extend from March to February, inclusive. It shall be divided into four quarters beginning in March of each year:

- First Quarter – March to May
- Second Quarter – June to August
- Third Quarter – September to November
- Fourth Quarter – December to February

In each quarter, the Company will, on an ongoing basis, keep record of the number of the paid moves handled by union represented drivers and the number of paid moves sub-contracted out to contractors on the basis of all terminals together in total, and on an individual terminal basis.

The first quarter of each calendar year is the quarter when traffic volumes will, normally, be highest. At the end of the first quarter, the Company will compare the number of paid moves handled by union represented drivers to the total number of paid moves handled. If the percentage handled by union represented drivers is below 70% on a national basis or below 60% on a terminal basis, additional owner-operators or tractor trailer operators will be engaged to bring the total complement of union represented drivers up to the number that would have been required to handle a minimum of 70% of the total first

quarter paid moves on the basis of all terminals together in total or to handle 60% on a terminal basis.

In each subsequent quarter of the calendar year, the number of union represented drivers will be maintained at the level established at the end of the first quarter except in cases of a decline in traffic volumes substantially affecting the number of paid moves handled. In such cases, reductions will be accomplished in a manner that will best allow the 70% minimum to be met for the remainder of the calendar year and a 60 % minimum on a terminal basis.

The provisions of this Appendix 3 will be applied on the basis of all terminals together in total for the purposes of calculating the 70%, and calculated on an individual terminal basis for the purposes of calculating the 60%.

Upon request, quarterly and calendar year-end results will be made available to the President of Council 4000 of the Union or his/her delegate.

It is recognized that traffic patterns may change in which case the parties may, by mutual agreement, alter the calendar year so that the quarter with the highest volume of paid moves becomes the first quarter.

It is expected that the administration of this Appendix 3, in the manner set out herein, will ensure that the number of paid moves handled by union represented drivers over the course of each subsequent quarter and over the course of the calendar year will meet or exceed 70% of the total number of paid moves handled.

It is recognized and understood that the 70% referred to herein is a minimum and not a maximum. Nothing contained herein shall be construed to limit the right of the Company to engage owner-operators or tractor trailer operators in excess of this minimum.

#### APPENDIX 4

**Memorandum of Agreement between Unifor, Local 4000, and the Canadian National Railway Company with respect to the implementation of a separate Mechanic Seniority List in the Intermodal Supplemental Agreement.**

This has reference to our discussions during negotiations to implement a separate seniority list for Mechanics working under the Intermodal Supplemental Agreement. In this regard, the parties agree to the following:

1. A new seniority list will be established for Mechanics in Intermodal. Intermodal Mechanic Seniority Lists will denote the seniority classification of each Mechanic. The seniority dates and order of employees placed on these new seniority lists will be the same as specified on the Regional seniority lists of the Intermodal Supplemental Agreement.
2. The names of Intermodal Mechanics listed on existing regional seniority lists will continue to be maintained on such listings following the signing of this agreement.
3. Following the signing of this agreement, newly hired Mechanics will:
  - a. Only establish a seniority date on the Intermodal Mechanic Seniority List.
  - b. Not hold seniority on the Regional seniority lists of the Intermodal Supplemental Agreement.
4. Employees only holding Intermodal Mechanic Seniority will be permitted to bid Intermodal positions, upon mutual agreement between both parties, only in the following situations:
  - a. In the case of injury or disability, under the duty to accommodate.
  - b. In the case of an employee whose permanent assignment is abolished or who is displaced and unable to hold a permanent Mechanic position in the Intermodal Garage.

Signed at Gatineau, Quebec, this 23<sup>rd</sup> day of February 2015.

**FOR THE COMPANY**  
Kimberly A. Madigan  
Vice-President,  
Human Resources

**FOR THE UNION**  
Barry Kennedy  
President,  
Unifor Council 4000

## APPENDIX 5

### RATE STRUCTURE

The hourly rates of pay are set out in the Rate Tables reproduced on the following pages. The following applies with respect to the rates set out therein.

#### 1. Tier 1 Rates

- (a) In accordance with the Memorandum of Agreement dated May 31, 1994, known as *The Rate Protection Agreement*, Tier 1 rates apply only to employees who transferred to assignments governed by the supplemental agreement on the initial effective date of that agreement. Such employees will be accorded rate protection and the letter "P" will be placed beside their name on the seniority list for the supplemental agreement.
- (b) Except as provided by sub-paragraph 2(c), employees who, in the exercise of reciprocal seniority rights, transfer to a position governed by Agreement 5.1 as a result of being unable to hold work on a full time assignment under the supplemental agreement or bidding to an unfilled position, shall re-establish rate protection upon recall to service under the supplemental agreement.
- (c) Employees who voluntarily revert to a position governed by Agreement 5.1 and who, as a result, forfeit their reciprocal seniority rights, will also forfeit the rate protection accorded by this Memorandum of Agreement. If such employees again establish seniority under the supplemental agreement, they shall not re-establish rate protection.

#### 2. Tier 2 Rates

Apply to employees who, in the exercise of reciprocal seniority rights, transfer from coverage under Agreement 5.1 to assignments governed by the supplemental agreement subsequent to the applicable effective dates as follows:

- Atlantic Region: July 15, 1994
- Mountain Region: November 20, 1994
- Prairie Region: October 7, 1994
- Great Lakes Region: December 2, 1994
- St-Lawrence Region: November 18, 1994

**3. Tier 3 Rates**

Apply to employees entering the service of the Company after the effective date set out in paragraph 2 or to employees transferring from another bargaining units represented by a union other than the Canadian Auto Workers.

**NOTE: See Appendix 16**

**4. Starting Rates**

As stated in paragraph 32.2 of Article 32, new employees entering the service will be compensated at 80% of the job rate (Tier 3 rate where applicable; where Tier 3 rates are not applicable, the Tier 2 rate) for the first 250 working days of compensated service.

Shifts or tours of duty worked as a part time employee will be counted as a working day of compensated service.

Starting rates will not apply to employees hired in the repair and maintenance classifications listed in sub-paragraph 8.1(b) Article 8.

**5. Rates of Pay**

Thereafter:

- (a) Employees who have attained 250 working days will be paid at 85% of the tier rate;
- (b) Employees who have attained 250 working days plus 7 months or more will be paid at 90% of the tier rate;
- (c) Employees who have attained 250 working days plus 14 months or more will be paid at 95% of the tier rate;
- (d) Employees who have attained 250 working days plus 21 or more months cumulative compensated service will be paid at 100% of the tier rate.

**SEE APPLICABLE RATE TABLE PAGES 93-95**

## APPENDIX 6

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 7

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, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

During National Negotiations, the Union expressed its determination that all work required to be performed at intermodal terminals should be done by full-time employees only. In this connection, the Union stated that the proper use of spare boards could help to cover various requirements and render part-time employment unnecessary. The Company, for its part, reiterated its conviction that a certain level of part-time employment is necessary in the Intermodal operation to meet the needs of the business.

In the interests of reaching a settlement, the Union agreed for this round of negotiations, to forgo its demand for the complete elimination of part-time employment, and the Company, for its part, agreed to reduce the allowable ratio of such employees.

Additionally, it was agreed that spare boards would be maintained and/or established at the following terminals: Vancouver, Calgary, Edmonton, Winnipeg, Brampton and Montreal, with any new spare board (e.g. Brampton) to be initially staffed from among part-time employees. The parties also agreed that the Brampton spare board could be confined to protecting clerical positions, with the possibility of creating a second one later to protect yard operations. The existing Montreal spare board will be maintained as a single board covering all classifications.

Yours truly,

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

**APPENDIX 8**

February 23, 2015

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

Dear Mr. Kennedy,

This is with regard to our discussions during negotiations concerning the application of Article 11.8 of the Supplemental Agreement.

Following substantial discussions on this matter, the parties have agreed that where positions governed by Article 11.8 are established, the bulletins will indicate that such positions are designated Article 11.8 positions. It was further agreed that the intent is not to have every position in a Terminal bulletined in accordance with Article 11.8.

Finally, it was also agreed that should the Company introduce new designated Article 11.8 positions, it will, if requested by the Local Chairperson, provide a letter to the Union, outlining the basis of the business requirements for such additional positions, the onus being on the Company to demonstrate said requirements.

If this represents your understanding of these discussions, please counter sign below.

Yours truly,

-----  
Kimberly A. Madigan  
Vice-President  
Human Resources

I CONCUR.

-----  
Barry Kennedy  
President, Council 4000

## APPENDIX 9

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, 15<sup>th</sup> 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 9 of Intermodal Supplemental Agreement, as well as Article 5 of the ESIMA.

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.

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.

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 Council 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 2 of the grievance procedure of the Supplemental Agreement. 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.

Training opportunities shall be posted in January of each year. 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.

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.

The Union expressed its concern for employees that failed a first test may not have an opportunity to retest 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.

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 (60) 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.

Yours truly,

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

I CONCUR:

Rick Johnston  
President, Council  
4000

**APPENDIX 10**

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, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

During National Negotiations, the Union raised the issue of instances where part time employees have received training and become qualified for positions which more senior permanently assigned employees were not qualified to take. The Company agreed to offer training opportunities to permanently assigned employees and this may be done in various ways such as:

- a) Creating temporary training positions with training schedules covering various positions, shifts, and rest days; or
- b) Canvassing employees as to which positions they desire then reassigning employees to be trained on those positions which are expected to require applicants in the near future; or
- c) Combinations of the above or other procedures.

The method of offering training opportunities shall be determined through consultation and agreement with the Union.

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

Yours truly,

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

I CONCUR:

Rick Johnston  
President, Council  
4000

## APPENDIX 11

January 23, 2011

Mr. Barry Kennedy  
President Council 4000  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
14923 - 107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

As agreed during National Negotiations and our Memorandum of Settlement dated March 6, 2001, the parties agreed to implement an Informal Investigation Process that will apply to all employees covered under the Agreement 5.1 and the Intermodal Supplemental Agreement, with the exception of Monterm and Brampton Intermodal Terminals.

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 offense and the overall intent of this corrective process.

Additionally, as agreed during National Negotiations and our Memorandum of Settlement dated January 23, 2011, the parties agreed to implement the "Corrective Behaviour - Informal Process" in accordance with Appendix 11 of the Supplemental Agreement at the Brampton Intermodal Terminal (BIT), on a trial basis.

The trial for the "Corrective Behaviour - Informal Process" at BIT will initially cover one full calendar year from the date of implementation. During this period, the President of Council 4000 and the Union's Regional Representative and the Vice-President of Human Resources or designate and the General Manager, Intermodal Operations or designate, will review, on a quarterly basis, the process and address any problems in regard to the interpretation or application at BIT and whether the trial should be extended for another quarter. After the final quarterly review at the conclusion of the first calendar year, the parties will decide on whether the trial will extend to the end of the negotiated term of the Supplemental Agreement.

Should the trial at BIT be extended to the end of the negotiated term of the Supplemental Agreement, the trial may be subject to cancellation at any time upon thirty (30) days written notice by either party. The parties agree to meet first before invoking the cancellation clause.

Should the parties desire to extend this process to include Monterm during the life of this collective agreement, the Vice-President Human Resources (or her/his designate) and the President of Council 4000 will meet in order to implement this Informal Investigation process.

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.

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

Yours truly,

I CONCUR:

Kimberly A. Madigan  
Vice President  
Human Resources

Barry Kennedy  
President, Council 4000

### **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 23.1 or 23.2 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.

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 offense and the overall intent of this Appendix.

## APPENDIX 12

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, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

During the discussions in the negotiations to renew the Supplemental Agreement governing the Intermodal Terminals, the parties concurred in the introduction of a new Lead Hand Position and related Training and Selection processes applicable to the current positions of Lead Hand Operations.

More specifically and in the interest of the successful implementation of the revised curriculum of the Lead Hand position, the following principles, parameters and guidelines have been agreed to by the parties:

- Selection Process similar to Dispatch Coordinators selection process in Articles 10.7 and 10.20 of Intermodal Supplement.
- Applicable to Lead Hand Operations only.
- All 21 existing Operations Lead Hand positions will be converted to the new positions. Such process will be initiated within one (1) year of ratification of the collective agreement. Consideration will be given to the possible conversion of some composite employee positions at Calgary and Halifax.
- The new Lead Hands will perform duties similar to the existing Lead Hands but at a higher level of performance and will hold greater accountability.
- It is not anticipated that this change would decrease the requirement for the number of Lead Hands but would improve the operating efficiency of terminal operations.
- Wage increase of \$2.00 per hour over existing HEO rate on a location basis for lead hand operations. This rate will apply at the conclusion of each Lead Hand's successful training, but no later than December 31, 2001, whichever is the earlier.

- Articles 10.1 to 10.6 still apply to the new Lead Hands.
- Present Lead Hands will not be required to go through the selection process.
- In the diagnostic, training, testing, and job trials for existing Lead Hands the Company will bring required improvements to the employee's attention in a timely fashion and endeavour to assist the employee in overcoming shortcomings where appropriate.
- An employee may be disqualified for cause, but the disqualification will not be treated or recorded as discipline and the Company will apply the provisions of Articles 23.3 to 23.9 of the Collective Agreement prior to disqualifying the employee.
- Equipment Operator qualification will be a prerequisite for the new Lead Hand positions. Present Lead Hand's who do not hold that qualification will be provided training.
- In considering applications for new Lead Hand positions the Company will give first consideration to new applicants holding Equipment Operator/Heavy Equipment Operator qualifications.
- Training program will include a core program consisting of technical, risk management, computer, and soft skills that will be followed with enhanced programs from time to time.
- Job experts from the field will be consulted in developing the core-training program.

If you concur that the above properly reflects the understandings reached on the above matter, please signify your agreement by countersigning below.

Yours truly,

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

I concur.

Rick Johnston  
President, Council 4000

## APPENDIX 13

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, 15<sup>th</sup> 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,

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

I concur.

Rick Johnston  
President, Council 4000

## APPENDIX 14

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, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Sir:

During national negotiations discussions took place with respect to the Company's requirement to perform shift transfer duties at the end of their regular shifts.

The Company and the Union have agreed to designate by bulletin some clerical and Heavy Equipment Operator positions to perform such duties.

Notwithstanding provisions of Article 11.3, the following conditions will apply for these positions:

- The bulletin will specify which days of the week will be 8 hours and 15 minutes or 8 hours and 30 minutes. These hours of work and rest days cannot be changed without a new bulletin.
- The positions required to perform the transfer duties of either 15 or 30 minutes will be so identified on the applicable bulletins at the time of posting.
- Clerical positions may be retained up to 15 minutes beyond the eight-hour shift and are compensated for 15 minutes at a lump sum amount equal to one and one half times the rate of pay for the designated time whether retained or not.
- Heavy Equipment Operator positions may be retained up to 30 minutes beyond the eight-hour shift and compensated for 30 minutes at a lump sum amount equal to one and one half times the rate of pay for the designated time whether retained or not.
- The allowance will be considered as regular overtime for pension purposes.

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

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

I concur.  
Rick Johnston  
President, Council 4000

APPENDIX 15

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, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

Notwithstanding Article **32.9 (a)**, 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,

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

I concur.

Rick Johnston  
President, Council  
4000

**APPENDIX 16**

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, 15<sup>th</sup> Floor  
Montreal, Quebec H2M 2V1

Dear Mr. Johnston:

This has reference to the discussions held during the course of the contract negotiations to renew the Supplemental Agreement governing the Intermodal Terminals, regarding the issue of the Tier rates of pay.

Following substantial discussions on this matter, the parties have agreed to modify the current rate table found in the collective agreement in the following manner:

- Effective January 1, 2001, all Tier 2 rates will be replaced by the Tier 1 rates of pay.
- Effective January 1, 2003, all Tier 3 rates of pay will be replaced by Tier 1 rates of pay.

Upon integration into the new rate of pay, all Tier rates references will be deleted from the Collective Agreement

If you concur that the above properly reflects the understandings reached on the above matter, please signify your agreement by countersigning below.

Yours truly,

I concur.

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

Rick Johnston  
President, Council 4000

## APPENDIX 17

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

**APPENDIX 18**

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,

I CONCUR.

-----  
Kimberly A. Madigan  
Vice-President  
Human Resources

-----  
Barry Kennedy  
President, Council 4000

**APPENDIX 19**

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,

I CONCUR

Douglas S. Fisher  
Director, Labour Relations

Barry Kennedy  
President, Council 4000

**RATE TABLES**



**Moncton and Halifax**

Classification – Tier 1	2015	2016	2017	2018
Lead Hand Operations	\$31.57	\$32.52	\$33.66	\$34.67
Lead Hand Operations Qualified	\$33.67	\$34.68	\$35.89	\$36.97
Lead Hand Clerk	\$31.57	\$32.52	\$33.66	\$34.67
Dispatcher	\$31.57	\$32.52	\$33.66	\$34.67
Composite Employee	\$30.74	\$31.66	\$32.77	\$33.75
Heavy Eqpt Operator	\$30.74	\$31.66	\$32.77	\$33.75
Clerk	\$30.72	\$31.64	\$32.75	\$33.73
Eqpt Operator (CargoFlo)	\$29.94	\$30.84	\$31.92	\$32.88
Equipment Operator	\$28.39	\$29.24	\$30.26	\$31.17
Helper	\$28.17	\$29.02	\$30.04	\$30.94
Tractor Trailer Operator	\$28.39	\$29.24	\$30.26	\$31.17
Heavy Duty Mechanic	\$34.79	\$35.83	\$37.08	\$38.56
Lead Hand Mechanic	\$35.66	\$36.73	\$38.02	\$39.54

**Montreal**

Classification – Tier 1	2015	2016	2017	2018
Lead Hand Operations	\$32.31	\$33.28	\$34.44	\$35.47
Lead Hand Operations Qualified	\$34.89	\$35.94	\$37.20	\$38.32
Lead Hand Clerk	\$32.85	\$33.84	\$35.02	\$36.07
Dispatcher	\$32.31	\$33.28	\$34.44	\$35.47
Composite Employee	\$31.33	\$32.27	\$33.40	\$34.40
Heavy Eqpt Operator	\$31.86	\$32.82	\$33.97	\$34.99
Clerk	\$31.23	\$32.17	\$33.30	\$34.30
Equipment Operator	\$29.58	\$30.47	\$31.54	\$32.49
Helper	\$28.64	\$29.50	\$30.53	\$31.45
Tractor Trailer Operator	\$29.09	\$29.96	\$31.01	\$31.94
Heavy Duty Mechanic	\$34.79	\$35.83	\$37.08	\$38.56
Lead Hand Mechanic	\$35.66	\$36.73	\$38.02	\$39.54

**Toronto**

Classification – Tier 1	2015	2016	2017	2018
Lead Hand Operations	\$32.31	\$33.28	\$34.44	\$35.47
Lead Hand Operations Qualified	\$34.31	\$35.34	\$36.58	\$37.68
Lead Hand Clerk	\$32.31	\$33.28	\$34.44	\$35.47
Dispatcher	\$32.31	\$33.28	\$34.44	\$35.47
Dispatcher Coordinator	\$34.61	\$35.65	\$36.90	\$38.01
Composite Employee	\$31.33	\$32.27	\$33.40	\$34.40
Heavy Equipment Operator	\$31.33	\$32.27	\$33.40	\$34.40
Clerk	\$30.72	\$31.64	\$32.75	\$33.73
Equipment Operator	\$29.08	\$29.95	\$31.00	\$31.93
Helper	\$28.17	\$29.02	\$30.04	\$30.94
Tractor Trailer Operator	\$28.54	\$29.40	\$30.43	\$31.34
Heavy Duty Mechanic	\$34.79	\$35.83	\$37.08	\$38.56
Lead Hand Mechanic	\$35.66	\$36.73	\$38.02	\$39.54

**Winnipeg and Saskatoon**

Classification – Tier 1	2015	2016	2017	2018
Lead Hand Operations	\$31.57	\$32.52	\$33.66	\$34.67
Lead Hand Operations Qualified	\$33.67	\$34.68	\$35.89	\$36.97
Lead Hand Clerk	\$31.57	\$32.52	\$33.66	\$34.67
Dispatcher	\$31.57	\$32.52	\$33.66	\$34.67
Composite Employee	\$30.74	\$31.66	\$32.77	\$33.75
Heavy Eqpt Operator	\$30.74	\$31.66	\$32.77	\$33.75
Clerk	\$30.72	\$31.64	\$32.75	\$33.73
Equipment Operator	\$28.39	\$29.24	\$30.26	\$31.17
Helper	\$28.17	\$29.02	\$30.04	\$30.94
Tractor Trailer Operator	\$28.39	\$29.24	\$30.26	\$31.17
Heavy Duty Mechanic	\$34.79	\$35.83	\$37.08	\$38.56
Lead Hand Mechanic	\$35.66	\$36.73	\$38.02	\$39.54

**Edmonton and Calgary**

Classification – Tier 1	2015	2016	2017	2018
Lead Hand Operations	\$32.27	\$33.24	\$34.40	\$35.43
Lead Hand Operations Qualified	\$34.29	\$35.32	\$36.56	\$37.66
Lead Hand Clerk	\$32.27	\$33.24	\$34.40	\$35.43
Dispatcher	\$32.27	\$33.24	\$34.40	\$35.43
Composite Employee	\$31.31	\$32.25	\$33.38	\$34.38
Heavy Equipment Operator	\$31.31	\$32.25	\$33.38	\$34.38
Clerk	\$30.72	\$31.64	\$32.75	\$33.73
Equipment Operator	\$29.07	\$29.94	\$30.99	\$31.92
Helper	\$28.17	\$29.02	\$30.04	\$30.94
Tractor Trailer Operator	\$29.07	\$29.94	\$30.99	\$31.92
Lead Hand Mechanic	\$35.66	\$36.73	\$38.02	\$39.54
Heavy Duty Mechanic	\$34.79	\$35.83	\$37.08	\$38.56

**Vancouver**

Classification – Tier 1	2015	2016	2017	2018
Lead Hand Operations	\$32.70	\$33.68	\$34.86	\$35.91
Lead Hand Operations Qualified	\$34.74	\$35.78	\$37.03	\$38.14
Lead Hand Clerk	\$32.70	\$33.68	\$34.86	\$35.91
Dispatcher	\$32.70	\$33.68	\$34.86	\$35.91
Composite Employee	\$31.78	\$32.73	\$33.88	\$34.90
Heavy Equipment Operator	\$31.78	\$32.73	\$33.88	\$34.90
Clerk	\$30.72	\$31.64	\$32.75	\$33.73
Equipment Operator	\$29.55	\$30.44	\$31.51	\$32.46
Helper	\$28.17	\$29.02	\$30.04	\$30.94
Tractor Trailer Operator	\$29.55	\$30.44	\$31.51	\$32.46
Lead Hand Mechanic	\$35.66	\$36.73	\$38.02	\$39.54
Heavy Duty Mechanic	\$34.79	\$35.83	\$37.08	\$38.56