

AGREEMENT 10.9

between

THE CANADIAN NATIONAL RAILWAY COMPANY

And

THE UNITED STEELWORKERS Union, Local 2004

Governing

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

Supplemental to Agreement 10.1

Effective January 1, 2004

Revised and Reprinted 2005

(Version française disponible sur demande)

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ARTICLE 1

Coverage and Definition of Employee

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ARTICLE 2

Seniority Status and Lists

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

Definitions

B&S Foreperson and Painter Foreperson

2.4

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

Trades-worker Foreperson

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

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

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

Carpenter

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

Bridgeperson

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

Painter

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

Helper

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

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

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

Promotion:

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

B & S Classifications

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

Plumber/Pipefitter Classifications

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

Painter Classifications

- (C) Helper
Painter
Painter Foreperson

Other Skilled Trade Classifications

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

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

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

- Steel Bridge Foreperson
- Steel Bridge Worker/Welder
- Steel Bridge worker
- Blacksmith
- Derrick Operator
- Labourer

2.7 The classifications for Masonry employees shall be as follows:

- Assistant Masonry Foreperson
- Masonry worker

Special rules for Divers

2.8

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

ARTICLE 3

Bulletining and Filling Positions

3.1

- a) Except as otherwise provided in Article 15.7 of Agreement 10.1 employees shall be advised by traditional or electronic bulletin on the first Tuesday of each month, or as otherwise agreed, of all vacancies or new positions in their department.
- b) When traditional bulletins are issued, they will be posted promptly in places accessible to all employees affected. When electronic bulletins are issued they will be accessible through the utilization of electronic means such as telephones (800 number), electronic mail, faxmittal etc. A copy of each bulletin will be furnished to the Unit Chairperson and USW Division Vice-President of the territory involved.
- c) This rule is not intended to preclude the issuance of individual bulletins on other than the first Tuesday of each month should circumstances so warrant in any particular instance.
- d) New positions and vacancies, as required, will be advertised and preference will be given to employees, provided they are qualified to:
 - i) employees holding seniority under the grouping under which the position is advertised as outlined in Articles 2.5, 2.6 and 2.7 of this Agreement,
 - ii) employees covered under this Supplemental Agreement. The award of these positions will be by service date under Agreement 10.1,
 - iii) employees covered by the Track Supplemental Agreement in order of seniority,
 - iv) employees covered by the Work Equipment Supplemental Agreement in order of seniority.

3.2 Employees assigned to positions as outlined in Article 2.6 and 2.7 will be considered as on probation for the first six months and if they show no aptitude for the work, or elect to relinquish their rights during that period, they will not be retained but will be permitted to exercise their seniority in their former department. No further opportunity will be afforded to such employee to qualify for any position covered by this Agreement.

3.3 Bulletins will provide the following; classification of position (if temporary, the expected duration), location, rates of pay and living accommodation if any.

3.4 Employees desiring bulletined positions will submit applications, either in writing or by electronic means. Such application must reach the designated officer not later than the fourteenth (14) day after the date of the bulletin. Applicants must forward a copy of their application to the Unit Chairperson. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

3.5 Employees will only establish seniority in a higher classification by being awarded a bulletined vacancy in such higher classification. Employees filling a temporary vacancy under Article 15.7 of Agreement 10.1 will revert to their former position at the conclusion of such temporary vacancy.

3.6 When it is known in advance that there will be a vacancy or new position, it will be included in the next bulletin.

3.7 Employees who have applied for a position may cancel their application provided a written or electronic cancellation is sent to the designated officer and the Unit Chairperson prior to the closing date of the bulletin. At the same time, such employees must notify their supervisor that they are cancelling their application. Employees may bid on a vacancy created by themselves but will not be appointed to such vacancy unless there are no other applicants or until it again becomes vacant.

3.8 Employees who obtain a position covered by an Agreement supplemental to Agreement 10.1, will continue to hold and accumulate seniority previously established under this Agreement. They may return to their former position at any time during a period of twelve consecutive months, after which time their former position will be bulletined as permanent.

3.9 Employees covered by Agreement 10.8 will be given preference for any unfilled vacancies provided they are qualified.

3.10 Where a vacancy exists and no qualified employee is available on that Region, qualified laid-off employees on other Regions will be given preference, in seniority order, before new employees are hired. Laid-off employees who desire such work will be loaned to the other Region and they will be subject to recall to their own Region as provided in Article 4. Their name will be carried on separate list on the other Region. When recalled, should they desire to remain on the other Region they must so signify, in writing, within fifteen days from date recalled, in which event they will be accorded seniority from the last date they commenced work on the other Region and will forfeit their seniority on their former seniority territory.

3.11 Applicants for the position of Steel Bridge or Masonry Workers and for the Classification of Forepersons under this Supplemental Agreement, must be physically fit, have good eye-sight and hearing, and be able to read and write English (or French in the province of Quebec). The applicants for steel bridge work should preferably have experience in steel bridge work and the applicants for Masonry work should preferably have experience in Masonry work.

3.12 When accepted in the classifications of Steel Bridge Workers or Masonry Workers, applicants shall be notified where and when to report for duty and if after the recognized probationary period specified in Article 16.2 of Agreement 10.1, they do not qualify, they will be returned to the position from which they were transferred.

Special rule for Cooks and Cookees on Extra Gangs

3.13 Notwithstanding seniority groups or the provisions of Article 15.3 of Agreement 10.1, Cooks and Cookees on Extra Gangs will follow the cook car of the gang to which assigned, for the duration of the work on which the gang is employed, unless displaced by a senior employee on the region on which the gang is working.

ARTICLE 4

Staff Reduction and Recall to Service

See Article 17 of Agreement 10.1.

ARTICLE 5

Composition of Gangs

5.1 For classifications covered by Articles 2.4 and 2.5 gang may be composed of a Foreperson and any number of employees from these various classifications.

ARTICLE 6

Rates of Pay

6.1.1 Bridge and Structure Employees

CLASSIFICATION	EFFECTIVE			
	01/01/08	01/01/09	01/01/10	01/01/11
	\$	\$	\$	\$
B & S Forces				
B & S Foreperson	26.51	27.38	28.27	29.40
Bench Carpenters, Plumbers/ Pipefitters, Tinsmiths, Welders, Electricians				
Less than 2 yrs' experience	24.27	25.06	25.88	26.91
2 & under 3 yrs' experience	24.85	25.66	26.49	27.55
3 & under 4 yrs' experience	25.50	26.33	27.19	28.27
4 or more yrs' experience	26.15	27.00	27.88	29.00
Painter Foreperson	24.55	25.35	26.17	27.22
Carpenters				
Less than 1 yrs' experience	24.09	24.87	25.68	26.71
1 and under 2 yr experience	24.34	25.13	25.94	26.98
2 or more year's experience	24.55	25.35	26.17	27.22
Painters				
Less than 1 yrs' experience	23.52	24.28	25.07	26.08
Thereafter	23.84	24.62	25.42	26.43
Bridgeperson				
Less than 1 yrs' experience	21.45	22.14	22.86	23.78
1 & under 2 yrs' experience	22.20	22.92	23.67	24.61
2 or more yrs' experience	22.56	23.29	24.05	25.01
Helpers of all classes of Trades-workers	21.00	21.68	22.39	23.28
Labourers				
First year's service	19.84	20.49	21.56	22.00
Second year service	20.18	20.83	21.51	22.37
Thereafter	20.37	21.03	21.72	22.59

Upon successful completion of the training program specified in Article 7 hereof, employees occupying positions in the following classifications shall be entitled to the following rates of pay.

6.12

CLASSIFICATION	EFFECTIVE			
	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
B & S Foreperson	27.87	28.77	29.71	30.90
Painter Foreperson	25.04	25.85	26.69	27.76
Carpenters				
Less than 1 year's experience	24.58	25.38	26.21	27.26
1 and under 2 year experience	24.80	25.61	26.44	27.50
2 or more years' experience	25.04	25.85	26.69	27.76
Painters				
Less than 1 year's experience	23.98	24.76	25.57	26.59
Thereafter	24.33	25.11	25.93	26.97
Bridgeperson				
Less than 1 year's experience	21.93	22.64	23.38	24.31
1 and under 2 year experience	22.70	23.44	24.20	25.17
2 or more year's experience	23.06	23.80	24.58	25.56

6.1.3

CLASSIFICATION	EFFECTIVE			
	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
Bridgetenders				
Group No. 1				
Beloeil	21.03	21.72	22.42	23.32
Atherley	21.03	21.72	22.42	23.32
Washago	21.03	21.72	22.42	23.32
Rainey Lake	21.03	21.72	22.42	23.32
Fraser River	21.03	21.72	22.42	23.32
Kam River Bridge	21.03	21.72	22.42	23.32

CLASSIFICATION	EFFECTIVE
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	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
Group No. 2				
Chambly	20.61	21.28	21.97	22.85
Cantic	20.61	21.28	21.97	22.85
Trenton	20.61	21.28	21.97	22.85

Leading hand Bridge Operators shall be paid a differential of six cents per hour over the rate herein provided for Bridge Operators.

2nd NARROWS BRIDGE, VANCOUVER CHART MISSING

6.1.4 Steel Bridge Employees

CLASSIFICATION	EFFECTIVE			
	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
Steel Bridge Foreperson	28.01	28.92	29.86	31.06
Steel Bridge Worker/Welder	27.56	28.45	29.38	30.56
Steel Bridge Worker:				
1st Year	24.92	25.73	26.57	27.63
2nd Year	26.12	26.97	27.85	29.96
Thereafter	27.24	28.12	29.04	30.20

Note: Upon successful completion of the training program specified in Article 7 hereof, employees occupying positions in the following classifications shall be entitled to the following rates of pay:

CLASSIFICATION	EFFECTIVE			
	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
Steel Bridge Foreperson	29.34	30.30	31.82	32.53
Steel Bridge Worker/Welder	28.04	28.95	29.90	31.10
Steel Bridge Worker	27.70	28.60	29.53	30.71

6.1.5 Masonry Employees

CLASSIFICATION	EFFECTIVE			
	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
Asst. Masonry Foreperson	26.51	27.38	28.27	29.40
Masonry Worker				
Less than 1 year's experience	24.92	25.73	26.57	27.63
Thereafter	25.67	26.52	27.39	28.48

Upon successful completion of the training program specified in Article 7 hereof, employees occupying positions in the following classifications shall be entitled to the following rates of pay:

CLASSIFICATION	EFFECTIVE			
	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
Asst. Masonry Foreperson	27.62	28.52	29.44	30.62
Masonry Worker				
Less than 1 year's experience	25.40	26.22	27.08	28.16
Thereafter	27.62	28.52	29.44	30.62

6.1.6

CLASSIFICATION	EFFECTIVE			
	01/01/08 \$	01/01/09 \$	01/01/10 \$	01/01/11 \$
Cooks	19.62	20.26	20.91	21.75
Cookees	16.21	16.74	17.28	17.97

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

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

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

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

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

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

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

6.8 Except as otherwise provided in Article 7.8, employees required to relieve a Foreperson temporarily will receive the Foreperson's rate of pay as specified in Article 6.1. When such employees are required to be absent from their place of residence to fill other than a bulletined

vacancy, they shall be paid expenses incurred up to \$15.00 per day . If such position is not filled under the provisions of Article 15.10 of Agreement 10.1 or Article 3.4(a) of this Agreement, then the Company shall have the right to fill a Foreperson's vacancy, which is not bulletined, by an employee living at the location where the vacancy occurs. Such employee may be displaced by a senior qualified employee. In such instance, the latter shall not be entitled to the daily expense allowance referred to in this Article.

Special Rules for Masonry Employees

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

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

Special Rules for Steel Bridge Employees.

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

ARTICLE 7

Training

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

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

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

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

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

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

7.5 Intentionally left blank

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

ARTICLE 8

Special rules for the Cook and Cookee classifications

Work Day & Assignment of Rest Days

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

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

Signed at Montreal, Quebec, this 8th day of December, 2005

FOR THE COMPANY:

FOR THE UNITED STEELWORKERS,
Local 2004

(Sgd.) Kim Madigan
Vice-President

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

Labour Relations, North-America