

**AGREEMENT 10.3**

**Between**

**THE CANADIAN NATIONAL RAILWAY COMPANY**

**and**

**THE UNITED STEELWORKERS Union, Local 2004**

**Governing**

**Rates of Pay and Rules for  
Employees in the Work Equipment Department**

**Supplemental to Agreement 10.1**

**Effective January 1, 2019**

**Revised and Reprinted 2019**

**(version française disponible sur demande)**



**TABLE OF CONTENTS**

<b>Article</b>		<b>Page</b>
1	Coverage and Definition of Employee .....	1
2	Seniority Status and Lists .....	1
3	Bulletining and Filling Positions.....	4
4	Staff Reduction and Recall to Service.....	5
5	Rates of Pay.....	6
6	Grievance Procedure.....	7
7	Mechanic Training Program.....	7
8	Machine Operator Training Program.....	10

## APPENDICES

Appendix	Page
A Machine Groupings .....	15
B Required Tools - Mechanics "B" .....	20
C Letter of Understanding dated 26 February 1998 Re: Evaluation of Work Equipment Machines.....	21
D Company Letter dated 13 October 1981 Re: Mechanic "A" rate of pay when working away from shop .....	22
E Memorandum of Agreement dated 13 April 1988 Re: Establishment of seniority in a classification Group through the Training Program.....	24
F Memorandum of Agreement dated 15 December 2011 re: Establishment of classification of Leading Field Maintainer.....	26
G Memorandum of Agreement dated 15 December 2011 re: Establishment of System Positions of Operator and Operator/Maintainer for the Undercutter, Dyna-Cat and Regulator, and Pads and Insulator Machines.....	28

**INDEX**

***B***

Bulletining and Filling Positions..... 4

***C***

Coverage and Definition of Employee ..... 1

***G***

Grievance Procedure..... 7

***M***

Machine Operator Training Program ..... 10

Mechanic Training Program ..... 7

***R***

Rates of Pay..... 6

***S***

Seniority Status and Lists..... 1

Staff Reduction and Recall to Service ..... 5



ARTICLE 1

**Coverage and Definition of Employee**

Intentionally left blank

ARTICLE 2

**Seniority Status and Lists**

2.1 Except as provided in Article 2.11 a new employee shall not be regarded as permanently employed until after 90 working days' service, and within such period may without investigation, be removed for cause which in the opinion of the Company renders him undesirable for its service. If retained, his seniority as a Work Equipment employee shall commence from the date on which he first entered service in a classification coming within the scope of this Agreement.

2.2 Employees appointed by bulletin to positions in a seniority group, will be accorded a seniority date in such group and in all lower-rated groups in which they have not previously established seniority.

New employees hired directly into positions of Mechanic "A" or Mechanic "B" will not at any time establish seniority in Machine Operator categories as a result of the application of this article.

2.3

- a) Regional seniority lists for the following classifications shall be established and maintained for each Region, i.e., Atlantic, St. Lawrence, Great Lakes, Prairie and Mountain Regions. The exercise of seniority shall be restricted to each Region.

Leading Field Maintainer  
Field Maintainer  
Operator/Maintainer  
Mechanic "A"  
Mechanic "B"  
Permanent Machine Operator  
Machine Operator Special Group  
Machine Operator Group I & II  
Helper

**Note:** Western Divisions only: For Operator/Maintainers seniority lists will not be established

- (b) An Operator/Maintainer is a Work Equipment employee qualified as a Mechanic "A" who is required, by bid, to operate and maintain designated machines and support equipment such as, for example, Plasser Undercutter, Super Gopher GO-4, Rail Pick-up Unit, P811, R.C.O., etc.

2.4 A Field Maintainer is a Work Equipment employee regularly assigned to work on the line with minimum supervision excluding Mechanics "A" assigned to a gang or in a shop. He will ordinarily be a promoted Mechanic "A", and could be considered a trouble shooter not attached to any particular gang. (See Appendix "D")

2.5 A Mechanic "A" is an employee who has successfully completed the approved Work Equipment Mechanics' Training Program, or equivalent, and has been awarded a position as Mechanic "A".

2.6 A Mechanic "B" is an employee who has applied and found to be qualified to participate in the Work Equipment Mechanics' Training Program, and who is in training for the position of Mechanic "A". A Mechanic "B" may perform the work generally recognized as Mechanic "A" work under supervision.

2.7 A Mechanic "B", not working as such, shall be required to work as Operator in the highest Operator Group in which his seniority and qualifications entitle him to work. However, seniority permitting, he may be required to operate and maintain designated types of machines for on-the-job training and experience purposes.

2.8 A Mechanic "B" shall be accorded a seniority date as Mechanic "A", 48 months retroactive from the date he completes his training as a Mechanic "B". In no case will retroactive seniority as Mechanic "A" be earlier than the date employee was accepted for training as Mechanic "B".

2.9 Mechanics "B" will be recommended and selected for training on the basis of demonstrated ability and seniority.

2.10 During the training course, periodic tests and evaluations will be conducted and, in the event a Mechanic "B" is not performing in an overall satisfactory manner, he will, if released from training within a period of one year, be allowed to revert to his regular position, if released after such period he must displace the junior employee of his class or exercise his seniority on a vacancy. An exception to the foregoing is that an employee who first entered service as a Mechanic "B" may be released from service.

2.11 To qualify for the position of Mechanic "A" the applicant must have successfully completed the Mechanic "B" training program or must present satisfactory proof that he has the equivalent experience, skill and technical education. A new employee hired as a Mechanic "A" shall be on probation for a period of 130 working days pursuant to Article 16.2a) and b) of Agreement 10.1.

2.12 Upon successful completion of the Mechanic Training Program, a Mechanic "B" will be required to exercise his displacement rights (provided such employee is senior) on the junior Mechanic "A" in the Work Equipment Shop of his choice, or bid a permanent vacant Mechanic "A" position. An employee failing to do so within 10 days of completing his



training shall forfeit his seniority and his employment relationship will be severed.

2.13 In event of staff reduction a Mechanic "B" in training may not be displaced as a Mechanic "B". If the total number of Mechanics "B" in training is to be reduced, such trainees shall be released from training in order of seniority and be subject to recall as Mechanics "B" in seniority order.

2.14 Except as provided in Article 2.13, employees promoted or transferred to the classification of Machine Operator or Mechanics "A" and "B", shall retain and continue to accumulate seniority in classifications in which they had previously established seniority.

2.15 Machines in Groups I and II may be operated by Extra Gang Labourers or other employees for temporary periods when no regular Operator is immediately available. Employees temporarily operating such machines will not establish Operator seniority and will be compensated in accordance with this Agreement.

**Eastern Divisions only:** Machine Operators who are affected by a staff reduction will be required, provided they are qualified, to exercise displacement rights in accordance with Senior May – Junior Must principles and prior to being laid off, may exercise into a higher classification within this Supplemental Agreement.

2.16 Machine Operators, if qualified, shall be promoted from Helper to Seniority Group No. II to Seniority Group No. I and to the Special Group in seniority order. Should it be necessary to promote a junior Operator due to a senior Operator(s) not being available because of the requirements of the Company's service, or because a senior Operator(s) is on authorized leave of absence, the name of the senior Operator(s) together with the name of the junior Operator so promoted, will be added to the Group I or Special Group seniority list in the order in which their names appear on the Group II or Group I seniority list. The date so established shall be the date accorded the junior Operator promoted.

2.17 Permanent Machine Operators are Machine Operators required, on their assigned territory, to operate and service all work equipment machines for which qualified.

2.18 Permanent Machine Operators will perform other duties, as may be required, to keep them gainfully employed, notwithstanding that such duties may normally be performed by employees who come under the jurisdiction of other Agreements Supplemental to Agreement 10.1.

2.19 As deemed necessary, Permanent Machine Operators will be provided training on work equipment machines. When so required, Permanent Machine Operators will undergo such training.

2.20 Permanent Machine Operators will be required to operate work equipment machines outside their bulletined assigned territory where no regular or qualified Machine Operators are available, or in cases of emergency.

**Eastern Divisions only**

2.21 On Operator/Maintainer position will be awarded on the basis of Mechanic "A" seniority, provided that the employee is qualified.

2.22 An Assistant Operator/Maintainer position will be awarded on the basis of Machine Operator Group I seniority provided that the employee is qualified.

ARTICLE 3

**Bulletining and Filling Positions**

3.1 When there are positions to be bulletined, traditional or electronic bulletins will be issued on the first Tuesday of each month covering all vacancies or new positions of forty-five (45) days or more.

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, facsimile etc. A copy of each bulletin will be furnished to the Unit Chairperson and USW Division Vice-President of the territory involved.

This Article 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.

3.2 Left blank intentionally.

3.3 Except as provided in Article 15.10 of Agreement 10.1, when it is known in advance that there will be a vacancy or new position, it will be included in the next bulletin issued.

3.4 Bulletins will provide the following: classification or position (if temporary, the expected duration), Group number for Machine Operators, the Area(s) or, where practicable starting times and the Headquarters location where the employee(s) will normally be expected to work, rate of pay and living accommodation, if any.

3.5 Employees desiring such position will submit applications, either in writing or by electronic means, which application must reach the designated officer not later than the fourteenth day after the date of the bulletin. Applicants must forward copy of their applications to the Unit Chairperson .

Applicants bidding on more than one position on the same bulletin must state, in order, their preference.

**3.6** An employee who has applied for a position may cancel his application provided 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 employee must notify his supervisor that he is cancelling his application. An employee may bid on a vacancy created by himself but will not be appointed to such vacancy unless there are no other applicants or until it again becomes vacant.

**3.7** Where a vacancy exists and no qualified employee is available on that Region, qualified laid-off employees on the other Region will be given preference, in seniority order, before new men are hired. A laid-off employee who desires such work will be loaned to the other Region and he will be subject to recall to his own Region as provided in Article 4. His name will be carried on a separate list on the other Region. When recalled, should he desire to remain on the other Region he must so signify, in writing, within fifteen (15) days from date recalled, in which event he will be accorded seniority from the last date he commenced work on the other Region and will forfeit his seniority on his former seniority territory.

**3.8** Vacancies or new positions under this Agreement will be bulletined as such to employees holding seniority under this Agreement then to other employees in the Maintenance of Way Department. Unfilled vacancies will be awarded giving preference to employees in order of service under Agreement 10.1 with the exclusion of Extra Gang Labourers. In the absence of sufficient applications Extra Gang Labourers will be considered.

#### ARTICLE 4

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

**Intentionally left blank**

ARTICLE 5

Rates of Pay

5.1

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Leading Field Maintainer (Appendix F)	42.53	43.59	44.9	46.25	47.64
Field Maintainer	39.21	40.19	41.40	42.64	43.91
L.H. Work Equipment	39.30	40.28	41.49	42.73	44.01
Mechanic "A"	38.46	39.42	40.60	41.82	43.07
<b><u>Mechanic "B"</u></b>					
1 - 12 months	32.41	33.22	34.22	35.25	36.31
13 - 24 months	32.77	33.59	34.60	35.64	36.71
25 - 36 months	33.20	34.03	35.05	36.10	37.18
37 - 48 months	34.16	35.01	36.06	37.14	38.25
<b><u>Machine Operator</u></b>					
Special Group	36.01	36.91	38.02	39.16	40.33
Group I	34.51	35.37	36.43	37.52	38.65
Group II	32.77	33.59	34.60	35.64	36.71
Oiler-Helper*	29.69	30.43	31.34	32.28	33.25
Helper	29.35	30.08	30.98	31.91	32.87
Operator/Maintainer	38.88	39.85	41.05	42.28	43.55
Asst. Operator/Maintainer	34.51	35.37	36.43	37.52	38.65

\* This bulletined position contemplates a helper on a diesel locomotive and burro type crane who is carrying out the duties of a helper and, in addition, is working toward qualifying on the machine. Successful applicants to the position must show acceptable progress to the Company's satisfaction on the machine within a period of up to 60 working days. This period may be extended by agreement between the USW President, Local 2004 or designated representative and the proper officer of the Company. Should the incumbent be disqualified the next senior applicant will be assigned.

5.2.1 Leading Field Maintainer positions will be established as required as outlined in Appendix F.

5.2.2 Leading Hand Work Equipment positions may be established as required. Temporary vacancies of less than thirty days required by the Company to be filled, shall be filled by the best qualified employee immediately available. Vacancies of thirty days or more will be bulletined. Appointments to such positions shall be on the basis of the best qualified employee to fill the position. Where qualifications are equal, the greatest seniority in the highest rated group will govern.

Employees will not establish seniority as a result of being appointed to a Leading Hand Position, however, they will have an asterisk (\*) placed beside their names on the seniority list to signify that they are qualified to fill such positions.

5.3 A Machine Operator who, with the proper authority, undergoes training to qualify as Operator for another Work Equipment Machine shall be paid at the rate of pay applicable to the machine he would have been operating had he not undertaken such training.

5.4 INTENTIONALLY LEFT BLANK

5.5 System positions of Operator and Operator/Maintainer for the Undercutter, Dyna-Cat and Regulator, and Pads and Insulator (once in operation) machines will be established in accordance with Appendix G.

## ARTICLE 6

### **Grievance Procedure See Article 18.6 of Agreement 10.1**

6.1 Left blank intentionally

## ARTICLE 7

### **Mechanic Training Program**

7.1 Except as otherwise provided in this Article, employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time and during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisory officer may arrange with the interested employees to exchange positions for the short temporary periods without affecting the rates of the employees concerned.

7.2 Although the selection of candidates for Mechanic "B" training will be by the Company, applications for consideration as such will be accepted from any employee of the Maintenance of Way Department. The following requirements will be given consideration when selecting candidates for training:

- (a) Candidates shall undergo assessment tests covering mathematics, mechanical aptitude and comprehension, and oral and written communication.
- (b) Machine Operators shall receive preference.
- (c) Candidates shall have a minimum of Grade 10 education or have knowledge and/or experience to the extent that they would have the equivalent of a Grade 10 education. Should an employee not possess such qualification, the Company may assist the employee in obtaining such equivalent education.
- (d) Employees accepted as Mechanics "B" in accordance with the above shall be appointed as such in seniority order in accordance with Company requirements.

7.3 Trainees will be advised of the results of examinations and appraisal of on-the-job performance. In the event progress is unsatisfactory he will be so advised in writing, and also of any action to be taken as a result of such unsatisfactory progress.

7.4 When a Trainee has successfully passed all the required examinations and tests, and has met all the requirements of the training, he will be given a letter by the Company certifying to this fact, and he will receive a Certificate of Completion.

7.5 The training contemplates four (4) years' duration. Each training year to include two (2) consecutive semesters. During each semester the Trainees will be required to attend approximately 50 hours of classroom instruction and receive related on-the-job training. Maximum use will be made of technical school facilities and instructors; however, Company facilities may be used and Company instructors may also be employed in addition to technical school instructors as required. During the portion of the training year when classes are not being held, Trainees will be required to accept assignments in the field which will enable them to acquire the necessary field training and experience in the repair, maintenance, and operation of the various types of Work Equipment, Roadway Machines and Power Tools.

7.6 Where practical, Trainees 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.

7.7 Trainees will be required to take practical and/or written tests in conjunction with each semester of training.

**7.8** Assessment of examination results, in conjunction with appraisal of trainee progress of on-the-job training, shall be conducted periodically for the purpose of determining whether students are to continue in the training.

**7.9** An appraisal committee to assess progress will consist of the following persons:

Regional Supervisor Work Equipment Maintenance (or equivalent)

Shop Foreman and/or Assistant Foreman

Instructors or other Work Equipment Supervisors who possess first hand knowledge of the trainees' performance.

**7.10** A log record for each Trainee shall be maintained showing progress in classroom and for on-the-job training.

**7.11**

(a) The Company will pay any required tuition costs, and at its discretion, compulsory student fees, etc., for Mechanic "B" Trainees who are required to enroll at a technical school or similar institute for training under the terms of this Agreement. The Company shall provide each employee taking the training with the necessary textbooks, and instructional literature to permit him to participate in classroom activities, and to complete home study assignments in preparation for examinations.

(b) Time spent travelling, up to a maximum of eight (8) hours each way, will be paid to employees directed by the Company to attend training at an away-from-home location. Should such training be held at a location which is on another Region, then the employees will receive payment for all time travelling to attend such training. The Company will determine the method of travel and payment will be made at the employees' regular rate of pay.

**7.12** Foremen, Assistant Foremen, Field Maintainers and Mechanics "A" will be expected to participate in the Mechanics "B" training program by assisting the Trainees to acquire the knowledge and practical experience essential for their development and proficiency in servicing, maintaining and repairing all types of Work Equipment, Roadway Machines and Power Tools.

**7.13** In event a Trainee fails to pass one or more examinations, he may be given an opportunity to rewrite the examination(s) on a supplemental basis, providing it is approved by and he meets the requirements set by the technical institute and the Company.

**7.14** In the event the Company terminates or suspends an employee's training, the employee or his authorized representative may appeal the Company's decision starting at Step II of the grievance procedure.

7.15 Employees may not voluntarily terminate training; however, in the event the employee does request either permanent or temporary termination, the Company reserves the right to consider each case on its merit. In the event an employee is permitted to terminate training for a temporary period due to illness or extraordinary personal circumstances, reinstatement as a Mechanic "B" shall be at the discretion of the Company.

7.16 The Mechanic "B" will be required to obtain and maintain a set of hand tools commonly used in Work Equipment repairs.

(See Appendix "B")

## ARTICLE 8

### Machine Operator Training Program

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

- (a) **Regular employee.** An employee holding a Machine Operator position in the Special Group, Group I, or Group II classifications, prior to January 1, 1987.
- (b) **Trainee.** An employee appointed to a Machine Operator position on or after January 1, 1987. A Trainee will be regarded as a Regular Employee after he has successfully completed the qualifying tests as a Machine Operator.

8.2 A Regular employee will be required to take training and attempt the qualifying tests in all classifications in which he holds seniority. In instances where an employee requests that he not be required to take training, his case will be reviewed by the USW President, Local 2004 or designated representative, and the proper officer of the Company. In the event that such employee does not take training, he will not be entitled to bid onto higher rated positions.

8.3 A Regular employee holding seniority in a higher classification who fails two qualifying tests in such higher classification, shall retain seniority in such classification until he relinquishes it in accordance with the provisions of this Agreement.

8.4 A Regular employee who is a successful applicant to a higher classification position, will be required to take training for such position. If he fails the qualifying tests on his first attempt, he will be given a second opportunity to qualify. A Regular employee who fails two qualifying tests will be returned to his former position or in the event that his former position is abolished, exercise his displacement rights.



**8.5** A Regular employee will not be permitted to apply for or take training for promotion until he has successfully completed the qualifying tests applicable to the classification group in which he is working.

**8.6** A Regular employee who makes a written application and is accepted and successfully completes training for promotion must, when his seniority entitles him, accept such promotion.

**8.7** An employee hired as a Trainee on or after January 1, 1987, shall be released from service if he fails to pass the qualifying tests as a Machine Operator.

**8.8** A Trainee who has transferred from another sub-department in the Maintenance of Way service will be required to successfully complete the qualifying tests as a machine Operator. In the case of such employee not qualifying, he will be required, seniority permitting, to return to his former classification.

**8.9** The Company shall determine the order in which employees will receive their training. The selection will be based on seniority order to the extent practicable. However, a senior employee shall not be denied a position in a higher classification when through no fault of his own, a junior employee is given the opportunity to take training and qualify first.

**8.10** An employee selected for training must attend and actively participate in all training sessions.

**8.11** While in training, employees will be paid at the rate of pay they would have received had they not been in training and will be allowed actual reasonable away-from-home expenses necessarily incurred. Time spent travelling, up to a maximum of eight (8) hours each way, will be paid to employees directed by the Company to attend training at an away-from-home location. Should such training be held at a location which is on another Region, then the employees will receive payment for all time travelling to attend such training. The Company will determine the method of travel and payment will be made at the employees' regular rate of pay.

**8.12** When regular rest days or general holidays coincide with the classroom training session, other rest days off will be given without loss of pay.

**8.13** If, through mutual agreement in writing between the employee and the appropriate Company officer, an employee's annual vacation is rescheduled to enable him to attend the Training Program, the provisions of Article 25.12 of Agreement 10.1 shall not apply and the employee affected shall be granted his vacation at a mutually convenient later date.

**8.14** The Company shall provide each employee taking training with text books and/or other written material required for training which will remain the property of the Company and must be returned on request or on leaving Maintenance of Way service.

**8.15** Employees will, when required, assist other employees to learn and understand the various aspects of their jobs.

**8.16** The requirements for qualification in each classification, the training and corresponding tests to be given, will be established by the Company. USW President, Local 2004 or designated representative will be given an opportunity to review written course material to be used on the training program.

**8.17** A Regular employee who fails twice on any test will only be considered for further testing on his own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing must apply in writing to his supervisor requesting an appointment.

**8.18** An employee who fails any test and claims he did not have a proper test may appeal the decision under the provisions of Article 18.6 of Agreement 10.1 starting at Step II.

**8.19** An employee will not be required to attempt a particular qualifying test without having had an opportunity to receive the appropriate training or be exposed to that aspect of the job.

**8.20** An employee who has successfully passed all tests in a classification will receive a card certified by the Manager Work Equipment. An employee becoming qualified in the classification of Special Group will also receive a diploma certified by the Chief Engineer's authorized representative.

**Note:** This training program is not intended to replace the Mechanic "B" training program provided for in Article 7 of this Agreement.

**8.21** An employee who has requested and successfully completed Company sponsored training of five (5) days or more in the classification of Permanent Machine Operator, Special Group or Group 1 Machine Operator, may be required to protect assignments for which training has been provided, for a period of two (2) years.

**Note:** The two year lock-in period will not apply to restrict an employee from bidding and being released to a higher rated position or a position in a higher classification. Employees holding Permanent Machine Operator will be permitted to bid on another permanent PMO position for the purpose of being closer to home, for better rest days or better shift schedule.

**APPENDICES**



APPENDIX A

General Description	Examples
<b>Special Group</b>	
1) Locomotive Crane. 30-Ton Capacity and over	<p>Diesel Electric, Diesel Hydraulic, or mechanical Cranes when used with or without attachment such as pile drivers, snow blowers, buckerts, etc.</p> <p>Ohio, American, or Wellman Cranes 30 Ton capacity or over with standard AAR drawbar.</p>
2) Automatic Tampers	<p>Tampers equipped with automatic jacking leveling and automatic lining devices such as Harsco, Jackson, Plasser including CAT, Dyna CAT etc</p>
3) OTM Tracker	<p>Consist used to distribute and pick up material. This consist includes a tie/rail handler operating on equipment such as Gon car and one employee controls to entire unit. Example: The car mover is controlled remotely by the tracker operator.</p>
4) Trucks and/or Trailers over 48,000 GVW	<p>Trucks used to haul machinery and material equipped with winches, hydraulic cranes and other attachments</p>
5) Rail Car Movers	<p>CN Built units RCM1, RCO and Car mover built by Brandt.</p>
6) Rail Unloading Units	<p>Units built by CN used to unload CWR from rail trains.</p>

**Group I**

- 1) Rail Tool                      Excavator equipped with Hi-rail and various attachments including - Brushcutter, Undercutter bar etc.
  
- 2) Cranes                         All cranes including locomotive cranes with less than 30 Ton capacity. Examples: Diesel Electric, Speedswing, Swingmaster, Grove, Pettibone CWR40, Giesmar 360 etc.
  
- 3) Trucks and/or trailers over 28,000 GVW up to and including 48,000 GVW.                      Trucks used to haul roadway machines, equipped with tilt deck winch, hydraulic crane, and other attachments.
  
- 4) Multiple Tampers            Tampers equipped with either automatic jacking, leveling, or automatic lining devices such as Harsco, Plasser, Jackson, etc.
  
- 5) Ballast Undercutter           Spot Undercutters. Example Supergopher built by Harsco.
  
- 6) Excavators                    Excavators with or without hy-rail or hy-rail cart.
  
- 7) Rubber tired front end loader 2-1/2 cu. Yds. and over                      Rubber tired front end loader od 2-1/2 cu. yds. capacity and over including snow blower and snow buckets of varying sizes such as Clark, John Deere, Caterpillar, Etc.
  
- 8) Spreaders                      Jordan spreader-ditcher with attachments. Air or hydraulic.
  
- 9) Track Cleaner                 Self-propelled Loader/Unloader as manufactured by Pettibone, Kershaw, etc.

- |     |                 |  |
|-----|-----------------|--|
| 10) | Road Grader     | Standard Road Grader with V-Plow, side wing, and dozer blade manufactured by Caterpillar, Champion, Galion, etc. |
| 11) | Crawler Tractor | Bulldozer including blade, winch, ripper, hyster made by Caterpillar, Kamatsu, etc                               |
| 12) | Brush Cutter    | On and off track. Manufactured by Nordco, Kershaw, etc.  |
| 13) | Hytracker       | Self propelled, hy-rail equipped trailer.  |
| 14) | Rail car movers | Example - Trackmobile and Shuttlewagon.  |

**Group II**

- |    |                                   |  |
|----|-----------------------------------|--|
| 1) | Production Tie Inserter/Extractor | Self-propelled units built by Nordco, Harsco etc.  |
| 2) | Ballast Regulators                | Ballast Regulator, with or without ballast broom, Snow blower, side wing, or front plow. Manufactured by Nordco, Kershaw, etc. |
| 3) | Ballast Profiler                  | Self-propelled profiler. Manufactured by Plasser etc.  |
| 4) | Tie Bed Scarifier                 | High speed units as by tie gangs and made by Kershaw, Nordco, etc.   |
| 5) | Tie, Utility, Gantry Cranes.      | Flanged wheel cranes built by Kershaw, Knox<br>Kershaw, Norco, On-Track Rail Services, etc                                     |
| 6) | Ballast Distributor               | Manufactured by R.M.C., McWilliams, Plasser etc.   |

- |     |   |   |
|-----|---|---|
| 7)  | Rubber Tired Loaders/tractors 1 to 2-1/2 cu. Yds. | Rubber tired loaders/tractors with bucket ratings of 1 to 1-1/2 cu. Yds. Including backhoe and snowblower attachments. May also use snow buckets in excess of 2-1/2 cu. Yds.    |
| 8)  | Snow Blower                                       | Self- propelled snow blower - not an attachment. Cold air blowers, Jet blowers, built by Essco, RPM TECH etc.   |
| 9)  | Multi Spikers                                     | Self-propelled manually or automatically controlled multiple spikers, single or dual head manufactured by Harsco, Nordco, etc.  |
| 10) | Multi Spiker Puller                               | Self-propelled manually or automatically controlled multiple spike puller, single or dual head, Manufactured by Harsco, Nordco, etc.  |
| 11) | Rail Saw  | Self- propelled with or without multi spindle drills. Manufactured by Arscio, Sperling etc.   |
| 12) | Junior Tamper                                     | Tampers not equipped with automatic jacking, leveling, or lining devices. These units may be equipped with hydraulic jacks. Manufactured by Harsco, plasser, jackson, JER, etc. |
| 13) | Weed Mower  | Self-propelled weed mowers including scarifying and discing attachments and/or weed spraying attachments. Manufactured by Harsco, Nordco, etc.                                  |
| 14) | Anchor Applicators                                | Automatic applicators which can set, box, and apply all types of rail anchors. R.M.C., Racine, Nordco, etc.   |
| 15) | Ballast Stabilizer                                | Dynamic ballast stabilizers manufactured by Plasser, Harsco, etc.   |



- |     |                               |  |
|-----|-------------------------------|--|
| 16) | Utility Transport Vehicle     | Personnel transport vehicle equipped with flanged wheels.<br>May be equipped with attachments such as snow plow, snow wings, crane and manufactured by Kershaw, Harsco, etc. |
| 17) | Cribber/Adzer                 | Self-propelled combination cribber adzer. Manufactured by Kershaw, Knox Kershaw, etc.  |
| 18) | Rail Anchor Spreader/Squeezer | Self-propelled used to spread, squeeze rail anchors or both. Manufactured by Racine etc.   |
| 19) | Rail Heaters                  | Self-propelled. Manufactured by CLN, Drapeau Industries, etc.  |
| 20) | Chemical Plugger              | Self-Propelled. Manufactured by Harsco, Willimette, Etc.   |
| 21) | OTM Reclaimer                 | Self-propelled. Manufactured by Holley, Racine, Etc.   |
| 22) | Clip Applicator/Remover       | Self-propelled. Manufactured by Racine etc.  |
| 23) | Tie Drill/Screw Installer.    | Self-propelled equipped with single or dual head drill or screw installer. Manufactured by Nordc Harsco, etc.  |
| 24) | Rail lifter                   | Self-propelled capable of lifting single or both rails.<br>Manufactured by Harsco etc.   |

**APPENDIX B**  
REQUIRED TOOLS - MECHANICS "B"

1. Tool Box
2. 1/2" Drive Socket Set complete 3/8" to 1-1/4" including Universal Joint and Spark Plug Deep Sockets 13/16" x 7/8"
3. Combination Wrench Set 3/8" to 1-1/4"
4. Ignition Wrench Set
5. Vise Grip Pliers 10"
6. Side Cutter Pliers 8"
7. Slip Joint Pliers
8. Adjustable Wrench 12"
9. Screw Driver Regular 8"
10. Screw Driver Regular 12"
11. Screw Driver Regular Stubby
12. Screw Driver Phillips (Set)
13. Screw Driver Robertson (Set)
14. Allen Wrench Set 1/16" to 1/2"
15. Ball Peen Hammer - 1 lb.
16. Lock Ring Pliers - Interior
17. Lock Ring Pliers - Exterior
18. Feeler Gauge .002" to .035"
19. Cold Chisel 3/4"
20. Lining & Pry Bar
21. Punches – Drift, Pin, Centre
22. Hacksaw
23. Measuring Tape 10'
24. Pocket Knife
25. Steel Rule 6"
26. Hose Clamp Pliers
27. Needle Nose Pliers 7"

**APPENDIX C**

Montreal, Quebec, February 26, 1998

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

Mr. R.F. Liberty  
System Federation General Chairman  
Western System Federation  
Brotherhood of Maintenance  
of Way Employees  
2989 Pembina Highway, Suite 208  
Winnipeg, Manitoba R3T 2H5

Gentlemen:

During this round of negotiations, the Union requested modification in the process followed in the evaluation of work equipment machines.

It was agreed that the evaluation of new types of machines purchased, rented or leased by the Company will be evaluated by the Work Equipment Review Committee with participation of the System Federation General Chairmen or their delegate. This process will also be applied to existing equipment where a major modification significantly alters its operation.

Should the Union not agree with the evaluation established by the WERC, it may initiate a grievance addressed to the Chief Engineer which, for the purposes of this process will be considered Step 3 of the grievance procedure.

Arrangements for the WERC to meet, if necessary, will be made in November. Should new equipment be introduced without review by the WERC, the System Manager Work Equipment will determine a provisional evaluation and arrange for a WERC meeting within 120 days of delivery.

While the Company agreed to modify the process followed by the WERC, by introducing a right to appeal, it should be clear that this right of appeal will only apply to new types of machinery that may be introduced or existing equipment where a major modification significantly alters its operation after the signing of this Agreement.

Yours truly,

**(Sgd) R.J. Dixon**  
Assistant Vice-President  
Labour Relations and Employment Legislation

## APPENDIX D

13 October 1981

Mr. A. Currie  
System Federation General  
Chairman  
Brotherhood of Maintenance of  
Way Employees  
15 Donald Street  
Winnipeg, Manitoba R3C 1M1

Mr. P.A. Legros  
System Federation General Chairman  
Brotherhood of Maintenance  
of Way Employees  
45 Rideau Street, Room 306  
Ottawa, Ontario K1N 5W8

Gentlemen:

A demand served by the Brotherhood in accordance with Article III of the Master Agreement dated April 26, 1979 concerned a request that a Mechanic A, when working away from his shop and not under supervision, be paid the same rate as a Field Maintainer.

The problem from the Brotherhood's point of view concerns the situation where a Mechanic A may be required to go to work on line for extended periods of time doing the same work as a Field Maintainer but not receive the higher rate because he is not "regularly assigned" to a field maintainer position.

In resolution of the problem, we agreed that a clarification of the definition of Field Maintainer as described by Article 2.4 might serve to rectify the situation.

Generally speaking, Article 2.4 of Agreement 10.3 refers to a Field Maintainer as a Mechanic A regularly assigned to work on line as a troubleshooter not attached to any particular gang under conditions of minimum supervision.

In being regularly assigned to work on line, the Field Maintainer works over a territory and must become familiar with that territory in order to be effective as a troubleshooter. In this sense he should be an experienced Mechanic A and should know his territory well enough to be able to anticipate problems. While working under conditions of minimum supervision he is also required, to a certain extent, to organize his work by setting his own priorities.

It is this type of environment which distinguishes the work of a Field Maintainer from the work of a Mechanic A assigned to the shop or in a gang and which qualifies him for a higher rate of pay.

While we recognize that a Field Maintainer must know his territory in order to foresee problems which arise over a period of time, a Mechanic A may also be required to leave the shop and troubleshoot on line over different locations and over an extended period of time with a minimum of

supervision. In this type of environment he would deal with the same problems and therefore perform the same work which would normally be performed by a Field Maintainer.

It is at these times and under these circumstances that a Mechanic A will qualify for the rate of a Field Maintainer.

Yours truly,

**(Sgd) D.C. Fraleigh**  
for Vice-President, Labour Relations

cc: Mr. P. Richards, Chief Engineer, Montreal

## APPENDIX E

Canadian National Railway Company

Atlantic, St. Lawrence and Great Lakes Regions

**MEMORANDUM OF AGREEMENT** between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the establishment of seniority in a Machine Operator classification Group through the Machine Operator Training Program.

1. When required, a "Special Bulletin" will be posted identifying the classification Group for which training will be provided.
2. Applicants who have successfully completed the qualifying tests in the classification Group in which they are working, will be selected for training, in seniority order, to the extent practicable. However, a qualified senior applicant shall not lose seniority in a higher classification Group to a junior applicant if he cannot be released or if he is on an authorized leave of absence during the posting period of the Special Bulletin. The General Chairman will be advised of the employees who have applied for training advertised in the Special Bulletin.
3. An employee will establish seniority in a Machine Operator classification Group when he passes the qualifying tests referred to in the Training Program. The seniority date will correspond with the date of the Special Bulletin.
4. A senior qualified applicant identified in Item 2 who is not selected to take training, will establish seniority in the higher classification Group coincident with a junior applicant establishing seniority in such classification Group. Such employee will have a (T.B.T.) designation placed next to his name on the seniority list to signify that there is a requirement for the employee "To Be Trained" in that classification Group.
5. An employee with a (T.B.T.) designation who is selected to be trained and declines the offer, will forfeit seniority in that classification Group.
6. Employees who have established seniority in a classification Group in accordance with the terms of this Memorandum of Agreement will be required to take training on a particular Machine in seniority order. In instances where an employee requests that he not be required to take training, his case will be reviewed by the System Federation General Chairman or his authorized representative, and the proper officer of the Company.

7. An employee who is subsequently trained and determined to be qualified to operate a particular Machine will have an asterisk placed in that Machine column opposite his name on the seniority list.
8. This Memorandum of Agreement shall become effective on the date of signing and shall remain in effect thereafter from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Such cancellation notice may only be served during the period October 15th to November 15th in any year.

SIGNED AT Montreal, Quebec on 13 April 1988.

FOR THE COMPANY:

**(Sgd) W.W. Wilson**  
For: Assistant Vice-President  
Labour Relations

FOR THE BROTHERHOOD:

**(Sgd) R.A. Bowden**  
System Federation  
General Chairman  
CN Eastern Lines

## APPENDIX F

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the United Steelworkers Local 2004 concerning the implementation of **Leading Field Maintainer** classification including selection, qualification and awarding of this position.

---

The following provisions will apply to the Leading Field Maintainer position:

1. In accordance with Article 27.1 of Agreement 10.1, it is agreed that Articles 2.3 (a), 5.1 and 5.2 of Supplemental Agreement 10.3 will be amended in order to establish a new position of Leading Field Maintainer. Leading Field Maintainer will be placed above the Field Maintainer in Articles 2.3 (a) and 5.1. Seniority will be established in accordance with Article 16 of Agreement 10.1.
2. The position of Leading Field Maintainer will be established with the current rate of pay of \$33.73/hr (2011). Employees currently occupying the position of Leading Field Maintainer will not be required to go through the selection process.
3. Leading Field Maintainer qualifications include:
  - Required to wear a white hard hat to indicate their position and must be able to efficiently lead, guide, direct employees in the effective and safe performance of work.
  - Expected to assist Work Equipment supervisor in organizing employees and repairs throughout territory.
  - Must have superior mechanical knowledge.
  - Expected to coach apprentice mechanics and participate in their development.
  - Perform duties assigned by supervisor when supervisor is not available.
  - Qualifications must include solid computer skills (Lotus notes, SAP and Windows)
4. The Company will retain the right of selectivity; applicants' qualifications will be evaluated by means of Supervisory reviews, tests and interviews.
5. Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.3, and positions will be awarded first on the basis of Leading Field Maintainer seniority then, on the following basis:
  - Governed by the principles of Article 5.2, paragraph 1, of Supplemental Agreement 10.3: appointments to such positions shall be on the basis of the best qualified employee to fill the position.



- Where qualifications are equal, the greatest seniority in the highest rated classification will govern.
6. Leading Field Maintainers will be required to work at various locations on their seniority territory with various work cycles and hours as per Article 4.3 of Agreement 10.1.
  7. Employees occupying positions of Leading Field Maintainers will only be subject to displacement by a senior qualified Leading Field Maintainers.

Signed this 15<sup>th</sup> day of December 2011 in Montreal, Quebec.

For the Company:

Kimberley A. Madigan  
Vice-President,  
Human Resources

For the Union:

Paul Wright  
President, USW,  
Local 2004

## APPENDIX G

MEMORANDUM OF AGREEMENT between Canadian National Railway Company and the United Steelworkers Local 2004 with respect to the establishment of System Positions of Operator and Operator/Maintainer for the Undercutter, Dyna-Cat and Regulator, and Pads and Insulator (once in operation) Machines.

---

1. At the commencement of each calendar year, and when required, the Company shall bulletin the following positions to the system (5 Regions), in accordance with the terms of the collective agreement. Any of the machines listed below, could operate on any of the Company's five Regions depending on operational requirements. The positions, including selection and awarding of the positions will be as follows:

**System Undercutter** – One Special Group Operator and One Operator/Maintainer

**System Pads and Insulator Machine** – One Special Group Operator and one Operator/Maintainer.

First preference will be to employees that occupied the position in the previous operating season;

second preference will be to qualified employees on the System based on earliest seniority date within the applicable classification;

If any positions remain unfilled, the Senior May/Junior Must provisions will apply on the Region where the machine is working at the time;

**System Dyna-Cat and Regulator Machines** – One Special Group Operator and One Group II Operator for each machine and Operator/Maintainers (as required). For the initial work season, each set of machines will be bulletined to the Mountain, Prairie, Great Lakes and Champlain/Atlantic Regions, respectively.

First preference will be to employees that occupied the position in the previous operating season;

Second preference (for the initial startup) will be to senior qualified employees in the applicable classification on the Region where the preponderance of the work will be performed.

If any positions remain unfilled, the Senior May/Junior Must provisions will apply on the Region where the machine is working at the time.

2. Employees awarded System positions in accordance with this Agreement must remain on such positions until their completion, and will not be subject to displacement for the duration of the work season. Upon the termination of the positions, employees will be returned to their original position and seniority Territory without loss of seniority.
3. Employees bidding and awarded System positions in accordance with this Agreement will receive an additional \$1.00/hour while occupying the System position.
4.
  - a) An employee who fails to bid on any position he held in the previous operating season shall forfeit his entitlement to such position unless prevented by illness or other cause for which bona fide leave of absence has been granted.
  - b) The President of Local 2004, or designate and the Chief Engineer, or designate, will mutually agree on the status of an employee who, for just cause, must leave his position during the operating season.
5. Should the operations of one of the Machines referred to above be temporarily suspended for any reason, the Operator and/or Operator/Maintainer covered by this Memorandum of Agreement shall, if temporarily released to return to their former positions, continue to be paid at the applicable Operator or Operator/Maintainer rate.
6. An employee working in another seniority territory will be allowed transportation expenses as outlined in Article 21.11 of Agreement 10.1, to and from his place of residence to the work location once per work cycle. Where it is cost effective, the Company may, at its discretion, provide air transportation rather than mileage expenses.
7. In an effort to contain expenses, employees will be required to exercise their seniority to system positions within their own region before exercising their seniority or being considered for system positions working off region.
8. It is understood that the employee's work cycle assignment will match that of the Gang assigned to.
9. Employees who are awarded one of the System positions will be required to report for work upon commencement of the assignment. Support forces shall come from the respective seniority territories or off region assignments as required.
10. When a general holiday specified in Article 10 of Agreement 10.1 falls on a day which does not coincide with an employee's rest days, the Company may with the approval of the President of Local 2004, or his

designate, move and grant the holiday to coincide with the employee's rest days.

- 11. When such substitution takes place the employees will be compensated at the straight time rate for work performed on the day originally designated as the general holiday. When employees are required to work on the day to which the general holiday was moved, they shall be compensated in accordance with Article 10.8 of Agreement 10.1.
- 12. This Agreement remains in effect from year to year subject to cancellation on sixty days' notice in writing from either party to the other. Prior to invoking the cancellation clause, the President of Local 2004, or designate and the Chief Engineer, or designate, will meet to address any concerns with respect to this Agreement. Such cancellation notice may only be served between the period of October 15 to November 15 in any year.

Signed at Montreal, this 15<sup>th</sup> day of December 2011.

Yours truly

I agree:

Kimberly A. Madigan  
Vice-President  
Human Resources

Paul Wright  
President USW Local 2004