

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, 2019

Revised and Reprinted 2019

(Version française disponible sur demande)

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Appendix 1

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

Plumber/Pipefitter Classifications

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

Painter Classifications

- (C) Painter Foreperson
- Painter
- Helper

Other Skilled Trade Classifications

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

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

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.

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 a 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				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
B & S Forces					
B & S Foreperson	37.05	37.98	39.12	40.29	41.50
B & S Assistant Foreperson (Appendix II)	35.38	36.26	37.35	38.47	39.62
Bench Carpenters, Plumbers/ Pipefitters, Tinsmiths, Welders, Electricians					
Less than 2 yrs' experience	33.93	34.78	35.82	36.89	38.00
2 & under 3 yrs' experience	34.73	35.60	36.67	37.77	38.90
3 & under 4 yrs' experience	35.63	36.52	37.62	38.75	39.91
4 or more yrs' experience	36.56	37.47	38.59	39.75	40.94
Painter Foreperson	35.63	36.52	37.62	38.75	39.91
Carpenters					
Less than 1 yrs' experience	33.68	34.52	35.56	36.63	37.73
1 and under 2 yr experience	34.01	34.86	35.91	36.99	38.10
2 or more year's experience	34.32	35.18	36.24	37.33	38.45

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Painters					
Less than 1 yrs' experience	32.88	33.70	34.71	35.75	36.82
Thereafter	33.32	34.15	35.17	36.23	37.32
Bridgeperson					
Less than 1 yrs' experience	29.98	30.73	31.65	32.60	33.58
1 & under 2 yrs' experience	31.03	31.81	32.76	33.74	34.75
2 or more yrs' experience	31.53	32.32	33.29	34.29	35.32
Helpers of all classes of Trades-workers	29.35	30.08	30.98	31.91	32.87
Labourers					
First year's service	27.74	28.43	29.28	30.16	31.06
Second year service	28.20	28.91	29.78	30.67	31.59
Thereafter	28.47	29.18	30.06	30.96	31.89

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.

6.1.2

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
B & S Foreperson	38.95	39.92	41.12	42.35	43.62
B & S Assistant Foreperson (Appendix II)	36.87	37.79	38.92	40.09	41.29
Painter Foreperson	34.99	35.86	36.94	38.05	39.19
Carpenters					
Less than 1 year's experience	34.37	35.23	36.29	37.38	38.50
1 and under 2 year experience	34.68	35.55	36.62	37.72	38.85
2 or more years' experience	34.99	35.86	36.94	38.05	39.19
Painters					
Less than 1 year's experience	33.52	34.36	35.39	36.45	37.54
Thereafter	34.00	34.85	35.90	36.98	38.09

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Bridgeperson					
Less than 1 year's experience	30.65	31.42	32.36	33.33	34.33
1 and under 2 year experience	31.73	32.52	33.50	34.51	35.55
2 or more year's experience	32.23	33.04	34.03	35.05	36.10

6.1.3

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Bridgetenders					
Group No. 1					
Beloeil	29.40	30.14	31.04	31.97	32.93
Atherley	29.40	30.14	31.04	31.97	32.93
Washago	29.40	30.14	31.04	31.97	32.93
Rainey Lake	29.40	30.14	31.04	31.97	32.93
Fraser River	29.40	30.14	31.04	31.97	32.93
Kam River Bridge	29.40	30.14	31.04	31.97	32.93
Group No. 2					
Chambly	28.80	29.52	30.41	31.32	32.26
Cantic	28.80	29.52	30.41	31.32	32.26
Trenton	28.80	29.52	30.41	31.32	32.26

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

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Chief Bridgetender	37.04	37.97	39.11	40.28	41.49
Bridgetender	36.34	37.25	38.37	39.52	40.71
Assistant Bridgetender	33.11	33.94	34.96	36.01	37.09

6.1.4 Steel Bridge Employees

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Steel Bridge Foreperson	39.16	40.14	41.34	42.58	43.86
Steel Bridge Worker/Welder	39.20	40.18	41.39	42.63	43.91
Steel Bridge Worker					
1st Year	34.83	35.70	36.77	37.87	39.01
2 nd Year	36.52	37.43	38.55	39.71	40.90
Thereafter	38.07	39.02	40.19	41.40	42.64

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				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Steel Bridge Foreperson	41.02	42.05	43.31	44.61	45.95
Steel Bridge Worker/Welder	39.20	40.18	41.39	42.63	43.91
Steel Bridge Worker	38.72	39.69	40.88	42.11	43.37

6.1.5 Masonry Employees

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Asst. Masonry Foreperson	37.05	37.98	39.12	40.29	41.50
Masonry Worker					
Less than 1 year's experience	34.83	35.70	36.77	37.87	39.01
Thereafter	35.90	36.80	37.90	39.04	40.21

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				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Asst. Masonry Foreperson	38.61	39.58	40.77	41.99	43.25
Masonry Worker					
Less than 1 year's experience	35.50	36.39	37.48	38.60	39.76
Thereafter	36.93	37.85	38.99	40.16	41.36

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 trades-persons' 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 7.7 of Agreement 10.1, 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, 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

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.

Appendix I

Memorandum of Agreement between the Company and the United Steelworkers Local 2004 concerning the position of Steel Bridge Foreperson including selection, training, qualification and awarding of these positions.

The parties recognize that the position of Steel Bridge Foreperson is a specialized position requiring specific technical knowledge as well as the ability to lead, guide and direct employees in the safe performance of their work.

The following provisions will apply to Steel Bridge Foreperson positions:

1. Employees currently occupying the position of Steel Bridge Foreperson, will not be required to go through the selection process.
2. Employees must be able to efficiently lead, guide and direct employees and the gang's operation in the effective and safe performance of work.
3. Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.9.
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 awarded first on the basis of Steel Bridge Foreperson seniority then, on the following basis:
 - a. to the employee with the best qualifications, where qualifications are equal,
 - b. in seniority order to applicants holding seniority in Supplemental Agreement 10.9.
6. The requirement for qualifications, training and corresponding tests to be used 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 in the training program.
7. On the initial appointment to an Steel Bridge Foreperson position, the Company and the employee will have up to 130 days' from the date the employee commences work as a Steel Bridge Foreperson to evaluate performance. An employee who fails to meet the requirements of the position will return to his former position. During this 130 day period, the employee's former position will be advertised as temporary, if required.

8. Employees will be required to work various work shifts and cycles to cover operations that run 24 hours/day, 7 days/week in accordance with Article 4 of Agreement 10.1.
9. Employees occupying positions of Steel Bridge Foreperson will only be subject to displacement by a senior qualified Steel Bridge Foreperson.

Signed this 15th day of December 2011 in Montreal, Quebec.

Yours truly,

Kimberly A. Madigan
Vice-President, Human Resources

I CONCUR.

Paul Wright
President, USW Local 2004

Appendix II

Memorandum of Agreement between the Company and the United Steelworkers Local 2004 concerning the introduction of a new classification of Bridge and Structure Assistant Foreperson.

The parties recognize that the position of Bridge and Structure Assistant Foreperson is a specialized position requiring specific technical knowledge as well as the ability to lead, guide and direct employees in the safe performance of their work.

The following provisions will apply to Bridge and Structure Assistant Foreperson positions:

1. Employees must be able to efficiently lead, guide and direct employees and the gang's operation in the effective and safe performance of work.
2. Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.9.
3. The position will be included in the B&S line of promotion of Article 2.5 (A) between the classification of Foreperson and Bench carpenter.
4. On the initial appointment to a Bridge and Structure Assistant Foreperson's position, the Company and the employee will have up to 90 days' from the date the employee commences work as a Bridge and Structure Assistant Foreperson to evaluate performance. An employee who fails to meet the requirements of the position will be returned to his former position. During this 90 day trial period, the employee's former position will be advertised as temporary, if required.
5. Employees will be required to work various work shifts and cycles to cover operations that run 24 hours/day, 7 days/week in accordance with Article 4 of Agreement 10.1.
6. Employees occupying positions of Bridge and Structure Assistant Foreperson will only be subject to displacement by a senior qualified Assistant Bridge and Structure Foreperson.

Signed this 19 day of December 2018 in Montreal, Quebec.

Yours truly,

I CONCUR:

Kimberly A. Madigan
Senior Vice-President, Human Resources

Jean-Francois Migneault
President, USW Local 2004