

AGREEMENT 10.8

between

THE CANADIAN NATIONAL RAILWAY COMPANY

And

THE UNITED STEELWORKERS UNION, LOCAL 2004

Governing

**Rates of Pay and Rules for
Track Employees**

Supplemental to Agreement 10.1

Effective January 1, 2019

Revised and Reprinted 2019

(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

Seniority Lists

Definitions

2.1 A Track Maintainer is defined as an employee who has successfully completed the training program for such classification and has passed the qualifying tests as outlined in Article 7 hereof.

The position of Trackman/Track Maintainer is to be regarded as one which has been assigned in accordance with the provisions of Article 15.3 of Agreement 10.1 and which has been worked, in the preceding eighteen months, by the Trackman/Track Maintainer assigned to it or by the senior Trackman/Track Maintainer who has displaced him.

Promotion

2.2 Employees qualifying for Foremen's positions must be able to read and write English or French.

2.3 The lines of promotion for employees in the Track Department shall be as follows:

- Trackman/Track Maintainer
- Leading Track Maintainer
- Assistant Track Maintenance Foreman
- Track Maintenance Foreman
- Assistant Extra Gang Foreman
- Extra Gang Foreman

(See Appendix II)

Note : The Track Maintainer/Truck Driver classification will not be considered as included in the line of promotion for employees in the Track Department. Track Maintainer/Truck Drivers will retain and exercise their rights to promotion as contemplated in Articles 2.2 to 2.5 inclusive of Agreement 10.8.

Bulletined Track Maintainer/Truck Driver positions will be awarded on the basis of Track Maintainer/Truck Driver seniority in accordance with Article 15.3 of Agreement 10.1. However, should such a position remain unfilled, it will then be awarded on the basis of Track Maintainer seniority in accordance with Article 15.3 of Agreement 10.1 provided the applicant holds a valid driver's licence (e.g. automobile licence).

2.4 Intentionally left blank

2.5 The line of promotion for employees in Welding classifications shall be as follows:

Prairie and Mountain Regions on the basis of Regional Seniority

Welding Gang Foremen
Foremen Welders
Welders
Grinder Operators
Utility Grinder Operators
Helpers

St. Lawrence and Great Lakes Regions on the basis of Regional Seniority and the Atlantic Region on the basis of Area and Regional Seniority

Welding Gang Foremen
Foremen Welders
Welders
Grinder Operators
Utility Grinder Operators
Helpers

Note : The Ultrasonic Machine Operator classification will not be considered as included in the line of promotion for employees in the Welding Department.

(See Appendix XV)

Engineering Yard, Transcona, Man., as a separate seniority territory

Welders
Maintainers
Sawyers
Butt Weld Operators
Butt Weld Inspectors
Ultrasonic Machine Operators
Leading Hand-Saw and Sorter Operation
Oiler Helper
Locomotive Crane Operator
Bridge Crane Operator (1 to 29 tons)
Other Crane Operators (up to 10 tons)
Dismantler Operator
Drillers
Classifiers
Utility Grinder Operators
Glued Joints Assemblers
Trackmobile Operators
Labourers

Engineering Yard, Belleville, Ont., as a separate seniority territory

Welders
Butt Weld Operators
Butt Weld Inspector
Utility Grinder Operators
Glued Joints Assemblers
Helpers

ARTICLE 3

Bulletining and Filling Positions

(See Understanding No. 2. - Appendix I)

This Article does not apply to the Classifications of Extra Gang Labourer and Attendant

3.1

- a) **For Track employees:** Except as otherwise provided in Articles 3.4 below and 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, including the positions of Extra Gang Foreman and Assistant Extra Gang Foreman.
- b) **For Welding employees:** Except as provided in Article 15.7 of Agreement 10.1, traditional or electronic bulletin shall be issued on the first Tuesday of each month covering all vacancies or new positions on their Region.

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 utilisation 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 Regional Chief Steward of the territory involved.

This rule is not intended to preclude the issuance of individual bulletins on other than the 1st or 15th days of the month should circumstances so warrant in any particular instance.

3.2 Bulletins will provide the following; classification of position (if temporary, the expected duration), location, rates of pay and whether or not living accommodation are to be supplied.

3.3 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 fourteen (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.

3.4

- (a) In the application of Article 15.7 of Agreement 10.1, where a temporary vacancy of Track Maintenance Foreman or Assistant Track Maintenance Foreman of less than 45 days is required by the Company to be filled on sections having regular assigned positions of Assistant Track Maintenance Foreman and/or Leading Track Maintainer, it shall be filled by employees in the following order of priority and such employees will not be subject to displacement.

If such temporary vacancy of less than forty-five (45) days cannot be filled under the above procedure, Article 15.7 of Agreement 10.1 will apply.

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

T.M.F.

- (i) the senior Track Maintenance Foreman on that section not working as such; if none,
- (ii) the Assistant Track Maintenance Foreman on that section; if none,
- (iii) the senior Assistant Track Maintenance Foreman on that section not working as such; if none,
- (iv) the Leading Track Maintainer on that section.
- (v) the Track Maintainer on that section.

A.T.M.F.

- (i) the senior Track Maintenance Foreman on that section not working as such; if none,
- (ii) the senior Assistant Track Maintenance Foreman on that section not working as such; if none,
- (iii) the Leading Track Maintainer on that section.
- (iv) the Track Maintainer on that section.

- 3.5** An employee working as an Extra Gang Foreman or Assistant Extra Gang Foreman but not holding Track Maintenance Foreman or Assistant Track Maintenance Foreman seniority, will be permitted to apply for advertised vacancies in the Track Maintenance Foreman or Assistant Track Maintenance Foremen classifications without forfeiture of seniority in the higher classifications. If such employee is successful in obtaining a vacancy of Track Maintenance Foreman or Assistant Track Maintenance Foreman, he will not be released to fill the position until completion of his assignment, but will accumulate seniority in the classification from the date of the award. In the meantime, the resultant vacancy will be filled by the next senior applicant without the necessity of re-advertising the position.

3.6 A qualified employee appointed to a higher classification by bulletin will be accorded a seniority date from the date of appointment on bulletin in such classification and in all lower-rated classifications in which he is qualified to work and in which he had not previously established seniority.

3.7 An employee who has applied for a position may cancel his 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 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.

Rail Lubricator Maintainer

3.8 The Company and the employee will have up to 130 days from the date the employee commences work as a Rail Lubricator maintainer 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.

Special Rules for Welding Employees:

3.9 Where a vacancy exists and no qualified employee is available on that seniority territory, qualified laid-off employees on the other seniority territory will be given preference, in seniority order, before new employees are hired. A laid-off employee who desires such work will be loaned to the other seniority territory and he will be subject to recall to his own seniority territory as provided in Article 17 of Agreement 10.1. His name will be carried on a separate list on the other seniority territory. When recalled, should he desire to remain on the other seniority territory 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 seniority territory and will forfeit his seniority on his former seniority territory.

3.10 Vacancies or new positions in the Welding Department shall be bulletined to Maintenance of Way employees in the Welding Department and Track Department on the Region concerned receiving preference, in that order.

Employees Holding Seniority in the Welding Department Prior to May 1, 1976

3.11

- (a) Employees already holding seniority on line or in an Engineering Yard, or holding dual seniority, will continue to hold and accumulate such seniority.
- (b) If an employee covered in (a) above is the successful applicant on bulletin and transfers from line to yard or from yard to line, he will continue to hold his seniority on his former seniority territory.

- (c) If an employee covered in (a) above, holding a position in an Engineering Yard is laid off from that position, he may displace on another position in the yard, for which he is qualified, or he may exercise his line seniority to displace on a line position for which he is qualified. If he displaces on a line position, he will continue to hold his seniority in the yard. Similarly, if an employee covered by (a) above, holding a position on line is laid off, he may displace on a line or a yard position and retain both line and yard seniority.
- (d) With the exception of those employees classified as "permanent" in accordance with Articles 7.16 and 7.17, line welding employees holding seniority under another Maintenance of Way Agreement, who refuse promotion up to and including the level of Welder, shall be returned to their former Maintenance of Way Department. They shall forfeit their seniority under this Agreement and shall only again be admitted to the Welding Department by mutual agreement between the Union and the Company. This requirement does not apply to employees who hold regular assignments in Engineering Yards.
- (e) With the exception of those employees classified as "permanent" in accordance with Articles 7.16 and 7.17, line welding employees holding seniority under this Agreement only, who refuse promotion up to and including the level of Welder, shall forfeit their seniority under this Agreement but will be given preference over new employees for work in other Maintenance of Way Departments.

Employees Acquiring Seniority in the Welding Department On or After May 1, 1976

3.12

- (a) Effective May 1, 1976, a new employee who commences work in the Welding Department in an Engineering Yard will establish seniority only in the yard. Similarly, an employee who commences work in the Welding Department on a line position will establish seniority only on the line seniority territory.
- (b) An employee holding seniority in an Engineering Yard only, who becomes successful applicant to a no bid line position, will establish seniority in that classification on the line seniority territory as of the date he was appointed by bulletin. Such an employee will retain his yard seniority and may bid back onto a yard vacancy. Similarly an employee holding only line seniority may establish yard seniority and continue to hold his line seniority.
- (c) If an employee holding seniority in an Engineering Yard only, becomes laid off, and is unable to hold any work in that yard, he may take a no bid vacancy for which he is qualified on line. Such an employee will establish seniority in that classification on the line seniority territory as of the date he was appointed by bulletin. Similarly an employee holding only line seniority who is laid off, may establish yard seniority and continue to hold his line seniority.

- (d) An employee, after having established seniority on both a yard seniority territory and a line seniority territory pursuant to (b) or (c) above, will thereafter be permitted to exercise his seniority in the yard while retaining his line seniority, and vice versa provided that he does not bid into a lower classification.
- (e) Line Welding Department employees who refuse training or who refuse promotion within the Line Welding Department shall be returned to their former Maintenance of Way Department. If they hold no seniority under another Maintenance of Way Agreement, they will be given preference over new employees for work in other Maintenance of Way Departments. Employees refusing training or promotion within the Line Welding Department shall only again be admitted to the Welding Department by mutual agreement between the Union and the Company.

3.13 Except as provided in this Agreement, the seniority of an employee shall commence from the date he is appointed on bulletin to each classification. An employee from another Department will not be given a seniority date in the Welding Department by reason of having filled a temporary vacancy of 45 days or less in the Welding Department.

Welding Gang Foreman

3.14 The Company and the employee will have up to 130 days from the date the employee commences work as a Welding gang foreman 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.

Promotion - On Line

3.15

- (a) Helper
- Utility Grinder Operator
- Welder
- Foreman Welder
- Welding Gang Foreman

Engineering Yards
Engineering Yard Transcona, Manitoba

- (b)
- Level 6 - Classified Labourer
 - Level 5 - Crane Assistant, Driller, Classifier, Utility Grinder Operator, Glued Joints Assembler, Operator of Cranes up to 10 tons.
 - Level 4 - Bridge Crane Operator (15 tons).
 - Level 3 - Ultrasonic Sorter Operator, Sawyer, Grinder Class "A", Dismantler Operator, Mobile Equipment Operator, End Hardener Operator, Planer-Grinder.
 - Level 2 - Locomotive Crane Operator (30 tons or more), Bridge Crane Operator (25 tons).
 - Level 1 - Welder, Butt Weld Operator, Butt Weld Inspector

Engineering Yard, Belleville, Ontario

- (c) Helper
Utility Grinder Operator, Glued Joints Assembler
Butt Weld Operator
Butt Weld Inspector
Welder

Note: An employee establishing seniority in one of the above classification levels, will not as a result establish seniority in all other classifications within the same level.

3.16 The compulsory promotion and the compulsory training provisions of this Agreement shall not apply to employees of the Line Welding Department whose seniority in that Department is limited to the following classifications:

Grinder Operator
Ultrasonic Machine Operator
Thermite Welder

Employees appointed to such positions shall not, simply by virtue of such appointment, establish seniority as a Helper, Utility Grinder Operator or Thermite Welder, under the terms of Article 2.5.

ARTICLE 4
Staff Reduction and Recall to Service

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ARTICLE 5

Special Maintenance and Extra Gangs

5.1 Trackmen/Track Maintainers employed in temporary extra gangs to be known as special maintenance gangs, doing section maintenance work, shall be paid the applicable Trackman or Track Maintainer rate.

(See Understanding No. 4. - Appendix I)

5.2 Section rates of pay shall not apply on large temporary extra gangs employed in ballasting and lifting track where new material has been distributed continuously along the line, relaying rail out of face, lining and other work incidental to such ballasting and relaying rail, or in other work too heavy for regular section gangs to perform.

5.3 Extra gangs shall not be used to take the place of regular section gangs.

ARTICLE 6
RATES OF PAY

6.1.1

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Track Forces					
(a) Track Maintenance Foreman	32.06	32.86	33.85	34.87	35.92
Asst. Track Maintenance Foreman	30.72	31.49	32.43	33.40	34.40
Trackman 0 to 6 months	28.32	29.03	29.90	30.80	31.72
Trackman 7 to 24 months	29.11	29.84	30.74	31.66	32.61
Trackman Thereafter	29.26	29.99	30.89	31.82	32.77
Track Maintainer/Truck Driver	34.51	35.37	36.43	37.52	38.65
Snow Plow, Flanger and Spreader Foreman (Article 9.1)	38.51	39.47	40.65	41.87	43.13
(b) Rail Lubricator Maintainer (Appendix III)	32.19	32.99	33.98	35.00	36.05

NOTE: Upon successful completion of the training program specified in Article 7 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
(c) Extra Gang Foreman Level 1	36.88	37.80	38.93	40.10	41.30
Level 2	38.78	39.75	40.94	42.17	43.44
Level 3	41.11	42.14	43.40	44.70	46.04
Asst. Extra Gang Foreman (Article 2.7)	33.01	33.84	34.86	35.91	36.99

6.1.2

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Track Forces					
(a) Track Maintenance Foreman 8 men or more (excl. foreman)	35.67	36.56	37.66	38.79	39.95
Track Maintenance Foreman 0 to 7 men (excl. Foreman)	34.51	35.37	36.43	37.52	38.65
Asst. Track Maintenance Foreman	31.99	32.79	33.77	34.78	35.82
Leading Track Maintainer	31.22	32.00	32.96	33.95	34.97
Track Maintainer	30.03	30.78	31.70	32.65	33.63
Asst. Extra Gang Foreman (Article 2.8)	35.90	36.80	37.90	39.04	40.21
Extra Gang Foreman (Article 6.7)	38.19	39.14	40.31	41.52	42.77

WELDER RATES OF PAY

6.1.3

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Field Operations					
Welding Gang Foreman 6 men and over (including Foreman)	38.85	39.82	41.01	42.24	43.51
Foreman Welder 1-5 men including Foreman)	37.72	38.66	39.82	41.01	42.24
Welder, 1 - 12 mos.	33.93	34.78	35.82	36.89	38.00
Welder, 13 - 24 mos.	34.30	35.16	36.21	37.30	38.42
Welder, 25 - 36 mos.	34.73	35.60	36.67	37.77	38.90
Welder, thereafter	36.56	37.47	38.59	39.75	40.94
Ultrasonic Machine Operator (Appendix XV)	36.56	37.47	38.59	39.75	40.94
Grinder Operator	34.18	35.03	36.08	37.16	38.27
Utility Grinder Operator	31.56	32.35	33.32	34.32	35.35
Thermite Welder	32.03	32.83	33.81	34.82	35.86
Helper	29.35	30.08	30.98	31.91	32.87

NOTE: The Welder rates of pay also apply to "Welders in training" as defined in Article 7.1.

6.1.4

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
TRANSCONA					
Welder, 1 - 12 mos.	33.93	34.78	35.82	36.89	38.00
Welder, 13 - 24 mos.	34.30	35.16	36.21	37.30	38.42
Welder, 25 - 36 mos.	34.73	35.60	36.67	37.77	38.90
Welder, Thereafter	36.56	37.47	38.59	39.75	40.94
Maintainer	35.90	36.80	37.90	39.04	40.21
Sawyer	34.51	35.37	36.43	37.52	38.65
Butt Weld Operator	35.90	36.80	37.90	39.04	40.21
Butt Weld Inspector	35.90	36.80	37.90	39.04	40.21
Ultrasonic Machine Operator	34.51	35.37	36.43	37.52	38.65
Ultrasonic Sorter Operator	34.18	35.03	36.08	37.16	38.27
Crane Operator					
Locomotive Crane	36.01	36.91	38.02	39.16	40.33
Bridge Crane (11 to 29 tons)	32.50	33.31	34.31	35.34	36.40

	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Other Cranes (up to 10 tons) - when not operating crane will perform other work	31.11	31.89	32.85	33.84	34.86
Crane Assistant	31.57	32.36	33.33	34.33	35.36
Driller	31.57	32.36	33.33	34.33	35.36
Classifier	31.57	32.36	33.33	34.33	35.36
Utility Grinder Operator	31.57	32.36	33.33	34.33	35.36
Glued Joints Assembler	31.57	32.36	33.33	34.33	35.36
Trackmobile Operator	30.48	31.24	32.18	33.15	34.14
Oiler Helper	29.69	30.43	31.34	32.28	33.25
Labourer	28.20	28.91	29.78	30.67	31.59
Leading Hand – Saw and Sorter Operation	36.10	37.00	38.11	39.25	40.43
Dismantler Operator	34.51	35.37	36.43	37.52	38.65
Grinder Class "A"	34.51	35.37	36.43	37.52	38.65
Mobile Equipment Operator	34.51	35.37	36.43	37.52	38.65
End Hardner Operator	34.51	35.37	36.43	37.52	38.65
Planer – Grinder	34.51	35.37	36.43	37.52	38.65
Classified Labourer	28.89	29.61	30.50	31.42	32.36

EXTRA GANG LABOURERS AND ATTENDANTS

6.1.5

CLASSIFICATION	EFFECTIVE				
	01/01/19	01/01/20	01/01/21	01/01/22	01/01/23
Attendant	27.77	28.46	29.31	30.19	31.10
Extra Gang Labourers					
First 156 days' service, excluding probationary period	25.34	25.97	26.75	27.55	28.38
After 156 days' service, excluding probationary period	25.94	26.59	27.39	28.21	29.06

Note 1: Each month of service referred to in Articles 6.1 equates to 21 days of 7 cumulative compensated service. Therefore, 7 months of service equates to (7 X 21) 147 days of cumulative compensated service.

Note 2: Any employee being paid a **starting rate** in accordance with Articles 6.1 will have all of his cumulative compensated service applied to determine his rate of pay when he enters work in a different classification.

Note 3: Track Maintenance Foreman on Boom Truck equipped section gangs will be qualified in the operation of the Boom Truck and be compensated at the hourly rate of pay applicable to the classification of Track Maintenance Foreman 8 men or more (excl. Foreman).

Note 4: See 6.3

Note 5: Rail Lubricator maintainers required to obtain and-or maintain a special upgraded driver's license and who are required to operate equipment that requires a special upgraded driver's license, will be compensated at the 2014 rate of \$29.92 per hour (subject to future general wage increases). This does not apply to standard motor vehicle operating licenses.

6.2 This Article 6.2 does not apply in respect of employees who entered service prior to March 1, 1988 and can show evidence of six months' service in similar work on any Railway.

An employee who entered service prior to March 1, 1988 and can show evidence that he has had six months' service as a Trackman on any Railway will receive the rate of Trackman 7 - 24 months.

An employee who, on entering the service can show evidence that he has, in accordance with the provisions of Article 7 hereof, received the training and is qualified in any of the classifications referred to in Article 6.1.1 or 6.1.2, shall upon filling a position in such classification be paid the starting rate applicable to a qualified employee in that classification.

6.3 Labourers in extra gang engaged practically all year round shall be paid the same rates as Trackmen or, if qualified as such, as Track Maintainers.

6.4 In territories where Maintenance of Way Employees are assigned exclusively to work of a special nature for which seniority territories are established by agreement between the USW President, Local 2004 or designated representative and officers of the Company under the provisions of Article 2.4, the rates to be paid and any special conditions shall be mutually agreed upon between the USW President, Local 2004 or designated representative and the proper officer of the Company.

6.5 A Track Maintenance Foreman required to leave his own section gang or put in charge of a combination of more than two section gangs, to put in switches, lift, line or surface track, shall be paid the rate of Track Maintenance Foreman 8 or more men.

Note: All employees working under the direction of the Track Maintenance Foreman will be taken into account of the 8 or more men.

6.6 Employees required to relieve a Foreman temporarily will receive the Foreman'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 a 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 Foreman'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.

6.7

a) Definition of Grinder Operator

Removes excess weld metal by operating a heavy duty grinder on a welding gang, exclusively rebuilding battered rail ends. In addition, he may be required to perform slotting in conjunction with the work of the gang.

b) Definition of Utility Grinder Operator

Performs slotting and/or utility grinding as required and may be assisted by one helper. He may also be assigned to large welding gangs to perform slotting.

c) The practice of Welders performing grinding associated with their work, and of Track Department employees performing spot grinding and slotting shall be continued.

Western Lines

6.8 The bulletined position of Oiler Helper contemplates a helper on a locomotive 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 sixty (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.

ARTICLE 7

Training

7.1 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 position as an Extra Gang Foreman, an Assistant Extra Gang Foreman, a Track Maintenance Foreman, an Assistant Track Maintenance Foreman, a Track Maintainer, or a Trackman, prior to January 1, 1978, or an

employee becoming qualified as a Track Maintainer pursuant to Article (b) below.

- (b) **Trainee:** An employee establishing seniority as a Trackman on or after January 1, 1978. Such employee shall be regarded as a Trainee until he becomes fully qualified as a Track Maintainer, after which he will be regarded as a Regular Employee.

7.2 A Trainee must qualify as a Track Maintainer prior to accumulating two years of cumulative compensated service. A Trainee who fails twice on the Track Maintainer's test during such two-year period will be released from service or in the case of an employee who transferred from another sub-department in Maintenance of Way service, such employee may, seniority permitting, return to his former position.

Special Training Rules for Welding Employees:

Definition of Welder in training

7.3 An employee who has applied and found to be qualified to participate in the Maintenance of Way Welder Training Program and who is in training for the position of Welder.

Note: Employees who have requested and successfully complete Company sponsored training of three days or more may be required to protect assignments for which training has been provided for a period of one (1) work season.

Definition of Welder

7.4 An employee who has successfully completed the approved Maintenance of Way Welder Training Program and has been awarded a position as Welder.

7.5 Employees, excluding Engineering Yard Employees, first coming within the scope of this Agreement on or after May 1st, 1976 will be required to qualify in all aspects of welding and grinding. Engineering Yard Employees, upon application, may be accepted as Welders in training and upon transfer to the line for training will be governed by all rules covering line employees. Notwithstanding the provisions of Article 3.17(b) and Article 3.17(d) if an Engineering Yard Employee who is accepted as a Welder in training bids back into the yard on other than a Welder vacancy before he has completed his training, he will forfeit his line seniority and will thereafter not be considered eligible to bid on any line vacancies.

7.6 Qualified Welders and Grinders shall be expected to participate in training by assisting other employees to acquire the knowledge and practical experience essential for their development and proficiency in welding and grinding.

7.7 The training period shall consist of 3 years' (36 months') cumulative time assigned to duties which are included in the training program. During each training year the Welder in training will be required to attend approximately 160 hours' classroom and workshop instruction. He may

also be required to attend in the field instruction sessions. The balance of the time he must protect his regular field assignment and acquire the necessary field training and job experience.

Employees will be locked-in on the position for a duration of one year following the completion of the training period under paragraph 7.7 unless accepting promotion in a classification for which the employee was previously trained.

7.8 Where practical, Welders 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.

7.9 Those employees retained as Welders in training may be required to undergo periodic tests, such tests to be related to the nature of the work to which they have been assigned. Seniority permitting, Welders in training may be required to work on various work assignments and at various work locations in order to further their training as Welder. Where identical training is available at more than one location, senior employees will have preference with respect to the location to which assigned.

7.10 Line employees, as provided for in Article 7.3, must participate in the Training Program, except that they may request either permanent or temporary release for justifiable cause and the Company will consider each case on its merit. In the event such employee is permitted to terminate classroom training for a temporary period due to illness or extraordinary circumstances, reinstatement shall be by mutual agreement between the Company and the Union.

7.11 Assessment of examination results, in conjunction with appraisal of Welder in training progress, shall be conducted periodically for the purpose of determining whether students are to continue in the training. Each Welder in training will be notified in writing the results of their assessments and appraisals.

7.12 If a Welder in training fails to pass one or more examinations, he may be given an opportunity to re-write the examination(s) on a supplemental basis, providing it is approved by and he meets the requirements set by the Company.

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

- General Welding Supervisor
- Assistant Welding Supervisors
- Instructors and Foremen Welders who possess first hand knowledge of the performance of the Welder in training.

7.14 In the event the Company terminates or suspends an employee's training, the level of appeal by the Welder in training and/or his accredited representative will commence at Step II of the Grievance Procedure.

7.15 The rest days for employees while engaged in classroom instruction shall be Saturday and Sunday.

7.16 INTENTIONALLY LEFT BLANK

7.17 A new employee entering the Welder Training Program who fails to pass the Welder's test twice during the training program will be released from service.

7.18 INTENTIONALLY LEFT BLANK

7.19 INTENTIONALLY LEFT BLANK

7.20 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.

7.21 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.

7.22 Welding Department employees while engaged in classroom training will be allowed eight hours' pay at the hourly rate of pay they were receiving prior to entering classroom training or the first year Welder rate, whichever is higher.

ARTICLE 8

Patrol on Rest Days

8.1 When the Company requires the patrol of two or more sections on the sixth day of the regular work week as a regular practice, employees assigned to such patrol will be paid at the rate of time and one-half for the time so occupied with a minimum of eight hours work.

(See Understanding No. 5. - Appendix I)

ARTICLE 9
Snow Service

9.1 Foremen and Operators in charge of snow plows or spreaders in snow service shall be paid Snow Plow, Flanger and Spreader Foreman rate of pay as outlined in Article 6.1.1.

(See Understandings Nos. 6, 7. - Appendix I)

9.2 A Trackman or Track Maintainer who actually assists a Foreman in the operation of snow plow or flanger or when actually required to operate a spreader in snow service in conjunction with a snow plow, will be paid the rate Work Equipment Machine Operator Group II. This Article will also apply to a Leading Track Maintainer who is not required at that time to relieve the Foreman on his section. His Track Maintainer seniority will apply.

(See Understanding No. 8. - Appendix I)

9.3 The rate applicable will be paid the employee for the hours he is entitled to pay from the time required to report for duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside the limits of such regularly assigned hours, except that for deadheading he shall be paid at pro rata rate.

(See Understanding No. 9. - Appendix I)

Article 10
**Special Rules for Welding Employees working in
Transcona Engineering Rail Yard**

Western Lines

10.1 Transcona employees regularly assigned to the Frog Shop of the Engineering Rail Yard will have preference for overtime in such shop, and employees regularly assigned to the Butt Weld Plant of the Engineering Rail Yard will have preference for overtime in such plant. In the event that no employees are available to work overtime from either of these locations, the Company may, if they choose, call an employee in accordance with the provisions of Article 8 of Agreement 10.1.

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

FOR THE COMPANY:

(Sgd) Kim Madigan
Vice-President
Labour Relations North- America

FOR THE UNITED STEELWORKERS,
LOCAL 2004:

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

APPENDICES

APPENDIX I
UNDERSTANDINGS

No. 1 - ARTICLE 2.5

Question:

"A" is a section from which a snow plow is operated. Can the Company require that Trackmen, Track Maintainers and Leading Track Maintainers bidding on positions bulletined for this Article, be qualified or qualify for the operation of snow plows?

Answer:

No. The Union and Management will cooperate in endeavouring to have sufficient qualified employees available to man snow fighting equipment.

No. 2 - ARTICLE 3

There is a vacancy for the position of Track Maintenance Foreman, and a Trackman/Track Maintainer or Leading Track Maintainer having the necessary service, and considered qualified, bids in same and is accepted, but after a period of from six to eight months he falls down on the job and is reduced, although still retaining his qualifications as a Trackman, Track Maintainer or Leading Track Maintainer.

Question:

Where does he go, back to his former position on section or to any section which his seniority would entitle him to?

Answer:

Unless satisfactorily placed by mutual arrangement, employee may exercise his seniority as Trackman, Track Maintainer or Leading Track Maintainer.

No. 3 - ARTICLE 4.5

It will not be necessary for the Trackman or Track Maintainer, having completed his probationary period under Agreement 10.8 to complete a probationary period under Agreement 10.13.

It is also understood that when a temporary extra gang labourer is employed on a regular section gang he will be required to comply with the provisions of Article 2.1 of this Agreement if he has not previously done so.

No. 4 - ARTICLE 5

Effective February 1, 1942, service performed in a special maintenance gang by a probationer who has had service on a regular section will be counted towards completing the probationary period as specified in Article 16.2a) of Agreement 10.1.

No. 5 - ARTICLE 8.1

A patrol over two sections is required by the Company on the sixth day of the regular work week as a regular practice. On one of the sixth days that the patrol is normally required, the same employees who may regularly perform the patrol are not assigned.

Question:

Would the employees who perform the patrol still be covered by the application of Article 8.1 even though they do not regularly perform the patrol?

Answer:

Yes. It is the intention of this Article that the patrol be required as a regular practice. It is not the intention that the same employee(s) must also be assigned as a regular practice in order to be paid in the manner prescribed.

No. 6 - ARTICLE 9.1

Question:

Does the Snow Plow Foreman assigned to such position have rights to position of Flanger Foreman when snow plow is not required?

Answer:

Yes.

No. 7 - ARTICLE 9.1

A Track Maintenance Foreman bidding in a Section on which a Snow Plow Foreman is required must qualify as a Snow Plow Foreman unless there are at the location sufficient Snow Plow Foremen or track department employees willing to qualify as such to meet requirements.

Should a Senior Snow Plow Foreman desire to exercise his seniority rights at any location he must make himself available when required.

No. 8 - ARTICLE 9.2

Question:

Should regular Trackmen, Track Maintainers and Leading Track Maintainers in order of seniority have preference for the purpose of assisting Snow Plow Foreman in the operation of a snow plow?

Answer:

Yes, if qualified.

No. 9 - ARTICLE 9.3

Question:

Article 9.3 of this Agreement, Snow Service, reads as follows:

"The rate applicable will be paid the employee for the hours he is entitled to pay from the time required to report for duty at home station until released from duty on return to home station, at straight time within regularly assigned hours for section work and at the rate of time and one-half outside the limits of such regularly assigned hours except that for deadheading he shall be paid at pro rata rate."

In view of the varied interpretations placed upon the words "for the hours he is entitled to pay", contained in this Article, how will the snow plow foreman be compensated under the following conditions?

Example I - A snow plow is called at Station "A" at 13K Wednesday and works to Station "B" tying up at Station "B" at 20K Wednesday and remaining at Station "B" until 6K Thursday when the plow foreman is called and works back to Station "A" arriving there at 14K. Foreman provided with suitable sleeping accommodation at Station "B". His assigned hours are 8K to 17K and twenty minutes allowed for meals en route. (Article 2.1 of Agreement 10.1.)

Snow Plow Foreman should be compensated:

From "A" to "B" - 13K to 17K at straight time rate. 17K to 20K at the rate of time and one-half.

From "B" to "A" (return trip) - 6K to 8K at the rate of time and one-half.

8K to 12K at straight time rate.

12K to 13K at the rate of time and one-half.

13K to 14K at straight time rate.

Example II - A snow plow is called at Station "A" at 13K Friday and proceeds to Station "B" tying up at "B" at 24K. Plow is held at Station "B" and snow plow foreman, whose assigned hours are 8K to 17K Monday

through Friday, is instructed to return to his home section at "A". There was no transportation available until Monday morning. Foreman was provided with suitable sleeping accommodation at Station "B".

Snow Plow Foreman is compensated:

From "A" to "B" - 13K to 17K at straight time.

17K to 24K at the rate of time and one-half.

Detention time allowed under Article 1.1 of Agreement 10.1.

Saturday awaiting conveyance - 16 hours straight time.

Sunday awaiting conveyance - 16 hours straight time.

Deadheading time on Monday from "B" to "A" to be paid at straight time rate.

Example III - A snow plow is called at Station "A" at 13K Tuesday and proceeds to Station "B" tying up at 20K. Plow is held at Station "B" all day Wednesday where snow plow foreman is provided with suitable sleeping accommodation. Plow leaves Station "B" on Thursday at 10K arriving Station "A" at 18K. The foreman's assigned hours are 8K to 17K, Monday through Friday.

Snow Plow Foreman should be compensated:

Tuesday - 13K to 17K at straight time. 17K to 20K at time and one-half.

Wednesday - 8K to 24K at straight time for detention as per Article 1.1 of Agreement 10.1.

Thursday - 8K to 12K at straight time.

12K to 13K at time and one-half.

13K to 17K at straight time.

17K to 18K at time and one-half.

No. 10 - GENERAL

Assigning of Trackmen, Track Maintainers or Leading Track Maintainers to paint switch targets when regular Painters available for such work.

Disposition: When the volume of work at any one point is sufficient to warrant it, a painter if available, will be assigned.

No. 11 - GENERAL

Subject to the provisions of Article 8.8 of Agreement 10.1, where track work is required on a rest day, preference shall be given to employees regularly working on that track section to perform such work, wherever this is reasonably practicable, before calling men from an adjoining section.

APPENDIX II

Montreal, July 15, 1977

Mr. T.V. Greig
System Federation General Chairman
Brotherhood of
Maintenance of Way Employees
15 Donald Street
Winnipeg, Manitoba

Mr. P.A. Legros
System Federation General Chairman
Brotherhood of
Maintenance of Way Employees
Room 306 - 45 Rideau St.
Ottawa, Ontario

Gentlemen:

This refers to Article 2.6 of Agreement 10.8 as recently amended to accommodate the new wage and classification structure, and training program for track service employees.

As you know, the new Article 2.6 sets out the line of promotion for track service employees, including Assistant Extra Gang Foreman and Extra Gang Foreman. On Canadian National, it has not been our practice to consider these classifications as being in the same line of promotion as section forces.

We propose that the past practice in this regard be continued under the new classification structure and training program. For example, an employee establishing seniority as either Assistant Extra Gang Foreman or Extra Gang Foreman, who did not previously hold seniority in the lower classifications (Track Maintenance Foreman, etc.), would not thereby automatically obtain seniority in the lower classification. By the same token, an employee applying for training as Extra Gang Foreman, would not be required to hold seniority or have taken training as a Track Maintenance Foreman.

If you concur with this understanding, would you please so indicate by signing below.

Yours truly,

(Sgd) G.J. Milley
for Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd.) T.V. Greig
System Federation General Chairman

(Sgd.) Paul A. Legros
System Federation General Chairman

APPENDIX III

February 13, 1984

Mr. P.A. Legros
System Federation
General Chairman
Brotherhood of Maintenance
of Way Employees
353 Dalhousie Street Suite 300
Ottawa, Ontario K1N 7G1

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

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees
1708 Bank Street Suite 1
Ottawa, Ontario K1V 7Y6

Gentlemen:

This has reference to the attached Memorandum of Agreement establishing the classification of Rail Lubricator Maintainer in Agreement 10.1 effective January 1, 1984.

This will confirm that we have agreed that an employee establishing seniority in the Rail Lubricator Maintainer classification will not, as a result, establish seniority in the Leading Track Maintainer, Assistant Track Maintenance Foreman or Track Maintenance Foreman classifications. In addition, the Rail Lubricator Maintainer position will be awarded based on the employee's Trackman/Track Maintainer seniority.

A Track Maintenance Foreman who has successfully completed the training program specified in Article 7 of this Agreement and who has sufficient seniority to hold a permanent position in such classification will forfeit his Track Maintenance Foreman seniority if he is successful in obtaining a position of Rail Lubricator Maintainer.

An employee's former seniority in the classification of Rail Lubricator Maintainer will be recognized for seniority purposes.

If you concur with this understanding, would you please indicate by signing below.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) Paul. A. Legros
System Federation, General Chairman, Eastern Lines

(Sgd) A.F. Currie
System Federation, General Chairman, Western Lines

(Sgd) A. Passaretti
Vice-President

APPENDIX IV

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the classification of Inspect and Repair Section (I.R.S.) Foreman.

It is agreed that effective 1 March 1984:

1. Appointments to bulletined I.R.S. Foreman positions shall be made on the basis of seniority in the highest classification.
2. An employee will not establish seniority as a result of being appointed to an I.R.S. Foreman position, however, he will have an asterisk (*) placed beside his name on the seniority list.
3. An employee appointed to an I.R.S. Foreman position will be considered as on probation for 120 working days and must display a desire and aptitude for the work. During this period the employee may elect to relinquish his rights as an I.R.S. Foreman in which case he will be permitted to exercise his displacement rights and have the asterisk (*) removed from beside his name on the seniority list.
4. A training module will be developed for the I.R.S. Foreman classification and employees will have the option of taking this training at the same time they enter the Training Program for the Track Maintenance Foreman classification.
5.
 - (a) Pending the introduction of the training module for the I.R.S. Foreman classification into the Training Program (covered by Article 7 of this Agreement) an evaluation committee of Company officers will be established to monitor the employees described in paragraph 3 of this Memorandum. Following a training period both on the job and in a class room environment such employees will be given corresponding qualifying tests. An employee who fails such test(s) will have the asterisk (*) removed from beside his name on the seniority list and he will be required to exercise his displacement rights.
 - (b) An employee who passes the qualifying tests during his probationary period will be entitled to receive the after training rate of pay.

Note: When the evaluation committee finds that a probationary I.R.S. Foreman lacks the ability to perform the work required the employee will be required to exercise his displacement rights and the asterisk (*) will be removed from beside his name on the seniority list. The General

Chairman may request a meeting with the evaluation committee where the employee's shortcomings will be discussed and documentation provided.

6. On appointment to an I.R.S. Foreman position, an employee who has successfully passed the I.R.S. Foreman training under the Training Program (Article 7 of Agreement 10.8) will be allowed a trial period which shall not exceed 120 working days in order to allow the employee to demonstrate his ability to perform the work required.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his former position and will have the asterisk (*) removed from beside his name on the seniority list.

7.
 - (a) Temporary vacancies in the I.R.S. Foreman classification of less than forty-five days will be filled by the L.T.M. or Assistant Track Maintenance Foreman who is working on the same Inspect and Repair Section. However, such employee will not be required to assume the responsibilities of an I.R.S. Foreman and will only perform the normal duties of a Track Maintenance Foreman.
 - (b) Permanent or temporary vacancies of forty-five days or more will be bulletined in accordance with Article 3 of Agreement 10.8.
8. An employee's seniority in the Track Maintenance Foreman classification will govern for the purpose of exercising displacement rights in the I.R.S. Foreman classification.
9. An employee will be considered a fully qualified I.R.S. Foreman at the expiration of his probationary or trial period as outlined in paragraphs 3 and 6 of this Agreement.
10. The training aspects of this Agreement will be subject to review within a one year period by the signatories hereto.
11. Except as otherwise provided herein, the terms of Agreement 10.1 are applicable to employees covered by this Memorandum of Agreement.

Signed at Montreal, Quebec this 27th day of February, 1984.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE EMPLOYEES:

(Sgd) Paul A. Legros
System Federation
General Chairman

Eastern Lines

(Sgd) A.F. Currie
System Federation
General Chairman
Western Lines

(Sgd) A. Passaretti
Vice-President

APPENDIX V

March 8, 1984

Mr. P.A. Legros
System Federation, General
Chairman
Brotherhood of Maintenance
of Way Employees
353 Dalhousie Street Suite 300
Ottawa, Ontario K1N 7G1

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

Mr. A. Passaretti
Vice-President
Brotherhood of Maintenance
of Way Employees
1708 Bank Street Suite 1
Ottawa, Ontario K1V 7Y6

Gentlemen:

This has reference to the Memorandum of Agreement signed on 27 February 1984 with respect to the rules governing the classification of Inspect and Repair Section (I.R.S.) Foreman in Agreement 10.1

As you are aware, appointments to bulletined I.R.S. Foreman positions will be made on the basis of seniority in the highest classification. In most cases, an employee holding a permanent Track Maintenance Foreman's position can be expected to be appointed to an I.R.S. Foreman position. This employee would then be required to go through a 120 working day probationary or trial period during which time his qualifications will be assessed. In the event that such employee is disqualified as an I.R.S. Foreman, he may be required to return to his former position.

This will confirm that we have agreed that under the foregoing circumstances, the vacated Track Maintenance Foreman's position will be filled temporarily as outlined in Article 3.4 (b) of this Agreement. The "120 calendar days" referred to in Article 3.4 (b) will, however, be extended for that period of time during which the employee is on probation or trial as outlined in the Memorandum of Agreement dated 27 February 1984.

Track Maintenance Foremen whose positions are abolished as a result of the track force reorganization will be required to exercise their displacement rights in accordance with paragraph 5 of the above mentioned Memorandum of Agreement in the event they are disqualified as I.R.S. Foremen.

If you concur with this understanding would you please so indicate by signing below.

Yours truly,
(Sgd) J.R. Gilman
For: Assistant Vice-President
Labour Relations

I CONCUR:
(Sgd) A.F. Currie
System Federation, General
Chairman
Western Lines

(Sgd) Paul A. Legros
System Federation, General
Chairman
Eastern Lines

(Sgd) A. Passaretti
Vice-President

APPENDIX VI

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 classification of Inspect and Repair Section (I.R.S.) Foreman.

1. Appointments to bulletined I.R.S. Foreman positions shall be made on the basis of the employee's seniority in the highest classification. An employee occupying a temporary vacancy or temporary position who is awarded a permanent I.R.S. Foreman position will be required to fill such position immediately following the award.
2. An employee will not establish seniority in the I.R.S. classification as a result of being appointed to an I.R.S. Foreman position. He will have an asterisk placed beside his name on the seniority list when he becomes fully qualified.
3. An employee appointed to an I.R.S. Foreman position will be considered as on probation for 120 working days and must display a desire and aptitude for the work. If the Company requires to fill the employee's vacated position during the probationary period it will advertise the position as a temporary vacancy.
4.
 - (a) Following a training period both on the job and in a classroom environment, an employee will be given corresponding qualifying tests. An employee who fails such test(s) will be returned to his former position. If the employee's former position is abolished, or claimed by a senior employee, he will be required to exercise his displacement rights onto another permanent position.
 - (b) An employee who passes the qualifying tests during his probationary period will be entitled to receive the after training rate of pay. If the employee is precluded from completing the I.R.S. Training Program within the probationary period, through no fault of his own, he will be entitled to receive the after training rate on the expiration of his probationary period.
 - (c) An employee who fails any test will only be considered for further testing or training on his own time, and providing that the Company is not put to any expense or undue inconvenience. Such employee desiring further testing or training must submit his written request to his Supervisor.

5.
 - (a) Temporary vacancies in the I.R.S. Foreman classification of less than forty-five days will be filled by the L.T.M. or Assistant Track Maintenance Foreman who is working on the same Inspect and Repair Section. However, such employee will not be required to assume the responsibilities of an I.R.S. Foreman and will only perform the normal duties of a Track Maintenance Foreman.
 - (b) Permanent or temporary vacancies of forty-five days or more will be bulletined in accordance with Article 3 of Agreement 10.8.
6. An employee's seniority in the Track Maintenance Foreman classification will govern for the purpose of exercising displacement rights in the I.R.S. Foreman classification.
7. An employee will be considered a fully qualified I.R.S. Foreman at the expiration of his probationary period and successful completion of the I.R.S. Training Program.
8.
 - (a) An employee will not be permitted to bid temporary vacancies or temporary positions during his probationary period except as provided in (b).
 - (b) An I.R.S. Foreman will be required to protect his Extra Gang Foreman and Assistant Extra Gang Foreman seniority by responding to bulletins advertising such positions. If the employee is successful in obtaining a position in one of these higher classifications he will be required to fill such position at the expiration of his probationary period and will continue to retain seniority in the higher classification.
9. Except as otherwise provided herein, the terms of Agreements 10.1 and 10.8 are applicable to employees covered by this Memorandum of Agreement.
10. This Memorandum of Agreement is effective 1 February 1986 and cancels Appendices IV and V of Agreement 10.8 on the Atlantic, St. Lawrence and Great Lakes Regions.

Signed at Montreal, Quebec this 24th day of January 1986.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

FOR THE UNION:

(Sgd) Paul A. Legros
System Federation
General Chairman
Eastern Lines

APPENDIX VII

January 14, 1987

Mr. G. Schneider
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
353 Dalhousie Street Suite 300
Ottawa, Ontario K1N 7G1

Gentlemen:

This refers to your proposal concerning accommodations for employees who are required to relocate as a result of displacements which were brought about by fluctuation of traffic or by a technological, operational or organizational change.

As the Brotherhood explained it, there were problems at certain isolated or sparsely populated areas where housing was either difficult to find or required some time to secure. Although you were not in a position to specifically identify each of these locations, you were nevertheless prepared to undertake a review of this situation.

The parties have therefore agreed to meet during the closed period of the contract to consider ways and means to enter into some arrangement for those locations which will be identified by the Brotherhood. It is understood that such arrangements will not place an unreasonable economic burden upon the Company.

In the meantime, the Company may provide an employee at an isolated or sparsely populated location with accommodation for a temporary period of up to two months in the form of a boarding car or bunkhouses where employees are in the process of relocating but where there may be a delay before permanent relocation is made.

In making this commitment, there may be times when such boarding facilities are not available and no assistance will be provided. In such instances, the Company Officer concerned will, upon request, discuss the problem with the Brotherhood Representative involved. In any event it should be understood that the final determination as to where and when boarding cars will be supplied will continue to rest with appropriate Company Officers.

Will you please indicate your concurrence with the above by signing in the space provided below.

Yours truly,

(Sgd) D.C. Fraleigh
Assistant Vice-President
Labour Relations

(Sgd) G. Schneider
System Federation, General Chairman, Western Lines

(Sgd) P.A. Legros
System Federation, General Chairman, Eastern Lines

APPENDIX VIII

CANADIAN NATIONAL RAILWAY COMPANY

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees governing the rate of pay applicable to Track employees responsible for the protection of track units or track work.

IT IS AGREED that Track employees working in a classification lower than that of a Foreman, shall be compensated at the rate of pay of a Track Maintenance Foreman pursuant to the provisions of Article 6.1 (A) of Supplemental Agreement 10.8 when assigned the duties of handling CROR Rule 42 or Track Occupancy Permits (TOP).

It is understood that such employees will be deemed as assigned the duties of handling CROR Rule 42 or TOP when identified as the Foreman on the form prescribed by the Operating Rules for such protection.

This rate of pay will be paid solely for the actual time that the employees are engaged in the performance of the duties directly related to the protection of track units or track work, such as:

- Establishing the requirements of Rule 42 or TOP protection by consulting with the Foreman in charge of the work regarding the nature of the work, tracks affected, mileage limits, time limits, etc.

- Arranging for the protection with the Rail Traffic Controller and providing for placement and removal of flags in accordance with the Operating Rules.

- Ensuring the employees protected by Rule 42 or by TOP have a thorough understanding of the protection, i.e. mileage limits, tracks affected, time limits, etc.

- Developing with the employees protected by Rule 42 or by TOP a thorough understanding of procedures for clearing trains through the work limits.

- Handling the radio communications with train traffic and the Rail Traffic Controller.

- Notifying the Foreman in charge of work protected by Rule 42 or TOP of approaching trains and acting on that Foreman's instructions.

This Memorandum of Agreement is subject to cancellation on sixty days' written notice by either party to the other.

Signed in Montreal, Quebec, this 16th day of September, 1993

FOR THE COMPANY:

(Sgd) Mark M. Boyle
For : Assistant Vice-President Labour
Relations

FOR THE BROTHERHOOD:

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

APPENDIX IX

**APPENDICES APPLICABLE TO EXTRA GANG LABOURERS AND ATTENDANT
CANADIAN NATIONAL RAILWAY COMPANY**

MEMORANDUM OF AGREEMENT between the Canadian National Railway Company and the Brotherhood of Maintenance of Way Employees with respect to the recognized seasonal working period for employees working in the classifications of Extra Gang Labourers and Attendant (formerly covered by Supplemental Agreement 10.13).

1. **IT IS AGREED** that Extra Gang Labourers and Attendants will be considered Seasonal Employees under Article 10 of the Employment Security and Income Maintenance Plan. The recognized seasonal working period for these employees shall be:

April 15 to November 30 for the territory from Kamloops west on the main line, including Kamloops and Vancouver Island;

and

April 15 to November 15 for the remainder of the System.

2. This Memorandum of Agreement supersedes all previous Memoranda of Agreement, Letters of Understanding and Letters of Agreement with respect to seasonal working periods for the employees covered herein.

Signed at Montreal, Quebec, this 14th day of April 1996.

FOR THE COMPANY:

(Sgd) W.T Lineker
Assistant Vice-President
Labour Relations

FOR THE BROTHERHOOD:

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

(Sgd) G. Schneider
System Federation
General Chairman
Western Federation

APPENDIX X

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 a Bus Driver / Extra Gang Labourer classification on the Atlantic, St. Lawrence and Great Lakes Regions.

IT IS AGREED THAT effective 1 April 1989:

1. The following classification and rate of pay will be established on the Atlantic, St. Lawrence and Great Lakes Regions:

Bus Driver / Extra Gang Labourer

13.065 \$ per hour
2. A notice advertising vacancies in the classification of Bus Driver / Extra Gang Labourer for System Production Gangs on each of the three Eastern Regions will be posted for a period of five (5) working days.
3. An employee who submits an application for a Bus Driver / Extra Gang Labourer position must be qualified in the operation, care and maintenance of a 60 passenger bus and must be in possession of a valid and applicable provincial driver's license. Such employee will be required to secure a U.C.O.R. "D" Card within 30 days of appointment.
4. Employees will be awarded positions in order of their Extra Gang Labourer seniority provided they are qualified and provided that the employee's residence is within a reasonable proximity of the final bus destination.
5. An employee working as a Bus Driver / Extra Gang Labourer may be assigned to other Production Gangs in order to meet operational requirements.
6. When employees have completed their Bus Driver / Extra Gang Labourer assignments they may exercise their displacement rights on other employees holding positions in the same classification using their Extra Gang Labourer seniority provided they reside within a reasonable proximity of the final bus destination.
7. Bus Driver / Extra Gang Labourer assignments will be scheduled to work the same work cycle arrangement which is applicable to the Production Extra Gang.

8. Employees working Bus Driver / Extra Gang Labourer positions may have the starting time of the first day of their work cycle changed to coincide with the departure time of the bus. Such employees may also have the starting time of the last day of their work cycle changed to ensure sufficient rest period to the departure time of the bus.
9. A Bus Driver / Extra Gang Labourer may be required to perform other duties within the maintenance of way department when not required to operate a bus.
10. Except as otherwise provided herein, an employee working in the Bus Driver / Extra Gang Labourer classification will be governed by the provisions of Agreement 10.1 and supplemental Agreement 10.13.
11. All practices, understandings or agreements which may exist on the Atlantic, St. Lawrence and Great Lakes Regions with respect to Production Gang Bus Drivers are hereby cancelled.
12. 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 15 to November 15 in any year.

Signed at Montreal, Quebec this 21st day of April 1989.

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 XI

SPECIAL APPENDICES FOR WELDING EMPLOYEES

MEMORANDUM OF AGREEMENT between the Canadian Brotherhood of Railway, Transport and General Workers, the Brotherhood of Maintenance of Way Employees and the Canadian National Railway with respect to certain occupational classifications in the new Engineering Yard in Belleville, Ont.

With the establishment of the new Engineering Yard in Belleville, Ont. on 1 April 1971 and the concurrent transfer to that Yard of the work performed in the Belleville Rail Yard and Butt Welding operations in Southwark, Que. and Moncton, N.B.;

IT IS AGREED THAT:

1. The occupational classifications in the Engineering Yard listed below will come under the scope of the Collective Agreements as indicated and the present occupational classifications in the Belleville Rail Yard are concurrently discontinued.

Classification	Collective Agreement
Welder	BMWE (10.6)
Utility Grinder	BMWE (10.6)
Machine Operator Gr. 1 (Loco. & Burro Cranes)	BMWE (10.10)
Machine Operator Gr. 2 (Overhead Crane)	BMWE (10.10)
Helper	BMWE (10.10)
Mechanic "A"*	BMWE (10.10)
Sawyers	CBRT & GW (5.1)
Equipment Operator (Trackmobile)	CBRT & GW (5.1)
Rail Classifier	CBRT & GW (5.1)
Rail Sorter Operator	CBRT & GW (5.1)
Classified Labourer	CBRT & GW (5.1)
Labourer	CBRT & GW (5.1)
Janitor	CBRT & GW (5.1)

* \$0.20 skill pay also applicable if incumbent fully qualified.

2.
 - (a) Employees who on 31 March 1971 are permanently assigned to positions of Crane Operator and/or Crane Operator Helper in the Belleville Rail Yard will be transferred to the scope of agreement governing Work Equipment Employees (hereinafter referred to as

Agreement 10.10) with a seniority date of 1 April 1971 and will retain their seniority under Agreement No. 5.1 for a period of one year.

- (b) Should such permanently assigned employees not wish to transfer with their work to the scope of Agreement 10.10 they will be permitted to vacate their position and exercise their seniority in their group on a position for which they are qualified. Any position so vacated will be advertised to the employees on the Stores Department Seniority list at Belleville and the successful applicants will be subject to the provisions of Clause 2(a), above.
- (c) Any position not so filled will be bulletined to Maintenance of Way employees under the terms of Agreement 10.10.
- (d) Employees who transfer to the scope of Agreement 10.10 as per 2(a), above, may within one year of the effective date of the change elect, in writing, to return to a position under the scope of the Agreement 5.1. If he so elects at any time within that year he will be permitted to do so only by applying on the first permanent vacancy on any position within the Stores Department Seniority group in Belleville, notwithstanding that the vacancy may occur after the one year period has expired.
- (e) Employees who transfer to the scope of Agreement 10.10 as per above, will have preference over other Maintenance of Way employees to the position with which transferred. Should any such employee voluntarily exercise his seniority on another position while he is able to hold the position with which transferred, he will forfeit the preference rights provided for herein.

Signed at Montreal, Que. this 14th day of April 1971.

FOR THE COMPANY:

(Sgd) K.L. Crump
For: Vice-President
Personnel & Labour Relations

FOR THE EMPLOYEES:

(Sgd.) P.E. Jutras
Regional Vice-President
Canadian Brotherhood of
Railway, Transport and
General Workers

(Sgd.) Paul A. Legros
System Federation
General Chairman
Brotherhood of
Maintenance of Way
Employees

APPENDIX XII

CANADIAN NATIONAL RAILWAYS

March 12, 1976

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

Dear Mr. Legros:

In the application of the Welding Agreement on Eastern Lines, a General Foreman appointed by the Company may act as Welding Gang Foreman and, in the event a Welding Gang Foreman is required to leave his gang temporarily, the senior qualified Welder in the gang will act and be paid as Welding Gang Foreman.

If you are in agreement with this Understanding, would you please so indicate by signing in the space below.

Yours truly,

(Sgd) G.J. Milley
for: Assistant Vice-President
Labour Relations

I CONCUR:

(Sgd) Paul A. Legros
System Federation
General Chairman

APPENDIX XIII

MEMORANDUM OF AGREEMENT between the Brotherhood of Maintenance of Way Employees and the Canadian National Railway Company revising Agreement 10.5 with respect to the establishment of certain classification levels and corresponding rates of pay in the Engineering Yard at Transcona, Man.

Effective June 1, 1981, it is agreed that:

- 1) Six classification levels will be established for the Engineering Yard at Transcona as follows:

Level 6 - Classified Labourer.

Level 5 - Crane Assistant, Driller, Classifier, Utility Grinder Operator, Glued Joints Assembler, Operator of Cranes up to 10 tons.

Level 4 - Bridge Crane Operator (15 tons).

Level 3 - Ultrasonic Sorter Operator, Sawyer, Grinder Class "A", Dismantler Operator, Mobile Equipment Operator, End Hardener Operator, Planer-Grinder.

Level 2 - Locomotive Crane Operator (30 tons or more), Bridge Crane Operator (25 tons).

Level 1 - Welder, Butt Weld Operator, Butt Weld Inspector.

- 2) A seniority list will be established showing each classification level. Employees will be accorded a seniority date in a classification level and all lower classification levels upon being awarded a bulletined position in any classification within a certain level.

- 3) Vacancies and new positions will be bulletined and applications submitted in accordance with Article 3 of Agreement 10.8. Except as provided in Clauses 4 and 5 hereof, awards will be made to senior qualified applicants on the following basis:

- (a) preference will first be given in seniority order to qualified employees occupying positions in the same level;

- (b) if no applications are received from employees referred to in Clause (a) above, preference will be given to qualified employees from the Engineering Yard, utilizing Article 15 of agreement 10.1.

- 4) Notwithstanding the provisions of Clause (b) above, where no applications are received for positions bulletined in level 2 from qualified employees holding seniority in level 2, awards will be made on the basis of level 5 seniority to employees who are qualified as Crane Assistants.
- 5) In considering applications for positions in level 1, preference will first be given to employees who have participated in the Maintenance of Way Welder Training Program and who have completed the first year of classroom instruction.
- 6) In considering applications to bulletined positions, management will be the judge of qualifications. Successful applicants to bulletined positions will be required to demonstrate their skills to satisfactorily perform the work within a reasonable probationary period of up to 30 working days.
- 7) The provisions of this Memorandum of Agreement shall prevail notwithstanding the provisions of Agreement 10.8 which may be in conflict with or restrict the full application of this Memorandum of Agreement.

Signed at Montreal, Quebec, this 7th day of July 1981.

FOR THE COMPANY:

(Sgd) D.C. Fraleigh
**For: Vice-President
Labour Relations**

FOR THE BROTHERHOOD:

(Sgd) A.F. Currie
**For: F.L. Stoppler
System Federation
General Chairman
CN Western Lines**

APPENDIX XIII
(Continued)

Montreal, Quebec
9 June 1981

Mr. F.L. Stoppler
System Federation
General Chairman
B.M.W.E.
15 Donald Street
Winnipeg, Manitoba

Dear Mr. Stoppler:

Please refer to the Memorandum of Agreement effective June 1, 1981, with respect to the establishment of certain seniority groups in the Engineering Yard at Transcona, Manitoba.

Clause 5 of the Memorandum refers to preference being given for Group 1 Welder and Butt Welder positions to employees who have completed the first year of classroom instruction in the Maintenance of Way Welder Training Program. When the Company requires employees to participate in the Welder Training Program, it will be our intention to select candidates on the same basis as the principle established in clause 3(b) of the Memorandum of Agreement.

Please indicate your concurrence to this method of selection by signing in the space provided below and retaining a copy for your records.

Yours truly,

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

I CONCUR:

(Sgd) A.F. Currie
for F.L. Stoppler
System Federation
General Chairman

APPENDIX XIV

Memorandum of Agreement between the Company and the United Steelworkers Local 2004 concerning the implementation of three levels of Extra Gang Foremen including training, qualification and awarding of these positions.

1. In accordance with article 27.1 of agreement 10.1, it is agreed that the Company will amend article 6 of agreement 10.8 and reclassify existing positions of Extra Gang Foremen (EGF) to classifications of Level I, II or III. Separate seniority list will be established for each of these levels. Attachment "A" outlines the EGF classifications by gang type.
2. Rates of pay for employees who hold EGF seniority as of 31/12/97 will be maintained at a minimum of Level II while working as an EGF Level I. Employees establishing seniority on Level I positions on or after implementation of this agreement will receive the above rate of pay for Level I positions.
3.
 - a) Employees holding EGF seniority as of 31/12/97 will be permitted to occupy any EGF position at Level I. Employees holding EGF seniority as of 31/12/97 will be permitted to occupy Level II positions for the 1998 and 1999 work seasons. Commencing with the 2000 work season, employees applying for a Level II position must have successfully completed Level II training.
 - b) In the event the Company does not provide training in any given year for Level II positions and in the absence of sufficient applicants qualified at level II, the Company will appoint in order of seniority, EGF Level I employees to these positions. These employees will receive the Level II rate of pay but, will not be classified as a EGF Level II nor will they accumulate seniority in that classification until they are awarded such a position by bulletin.
 - c) Employees holding EGF seniority as of February. 26, 1998 and who are unable to hold an EGF Level II position after 1999 due to a lack of qualifications from not being trained while a junior employee occupies such position, will be considered as qualified for the position. His/her name will be placed on the EGF Level II seniority list immediately preceding the name of the junior employee. His/her name will carry an asterisk showing he/she must successfully complete Level II training. Failure to successfully complete the Level

II training will result in the removal of the employee's name from the seniority list.

- d) Level I positions will be awarded in line with present practices as outlined in Supplemental Agreement 10.8. Training for Level I positions will be provided when there are a sufficient number of newly awarded Level I EGF to form a class.

4.1 The following articles will apply for EGF training:

Scheduling article 7.7 of agreement 10.1

Re-testing articles 7.10 & 7.11 of agreement 10.1

Termination of training article 7.15 of agreement 10.3

Expenses (Classroom Training) article 7.15 & 7.16 of agreement 10.1

(These articles are reproduced on attachment "B")

- 4.2 EGF positions Level I & II will be advertised in accordance with article 3 of agreement 10.8 and except as provided in Article 4 above, employees will be awarded positions in order of seniority provided they are qualified.

4.3 Provisions for EGF Level III positions:

- a) Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.8, and will be awarded first on the basis of EGF Level III seniority then, on the following basis:
- b) Employees must be able to efficiently lead, guide, direct employees and the gang's operation in the effective and safe performance of work.
- c) Applicants' qualifications will be evaluated by means of Supervisory reviews, tests and interviews. Positions will be awarded to the employee with the best qualifications, where qualifications are equal, the positions will be awarded as follows:
 - i) in seniority order to applicants holding seniority as EGF Level II.
 - ii) in seniority order to applicants holding seniority as EGF Level I.
 - iii) in accordance with Article 2.6 of Supplemental Agreement 10.8.
 - iv) then other employees with the most service under Agreement 10.1.

- d) On the initial appointment to a Level III position, the Company and the employee will have up to 130 days from the date the employee commences work as an EGF Level III to evaluate performance. An employee who voluntarily removes himself or who fails to meet the requirements of the position may, based on operational requirements, displace onto Level II then Level I positions then will return to his former position. During this 130 day period the employee's former position will be advertised as temporary.
 - e) In the absence of sufficient applications or for temporary vacancies, the Company will appoint in order of seniority, EGF Level II employees to these positions. These employees will receive the Level III rate of pay but, will not be classified as a EGF level III nor will they accumulate seniority in this classification until they are awarded such a position by bulletin.
5. Employees occupying positions of EGF Levels I, II or III will only be subject to displacement by other employees senior to them in their respective level.
- 6.
- a) The requirements for qualifications, training and corresponding tests to be used, will be established by the Company.
 - b) The USW Local 2004 President will be given an opportunity to review written course material to be used including subsequent modifications. If he considers such course material not in line with the bona fide job requirements for the position, the USW Local 2004 President may appeal such material starting at Step III of the grievance procedure.

Signed this 13th day of August 2008 in Montreal, Quebec.

For the Company:

(Sgd) K. Madigan
 Vice-President
 Labour Relations, North America

For the Union:

(Sgd) John Dinnery
 USW Local 2004 President

Attachment "A"

EXTRA GANG FOREMAN LEVELS

<u>LEVEL</u>	<u>EXAMPLE</u>
III	- Major Lift Gang – 12 or more employees - Major Tie Gang –greater than 22 employees - Distressing Gang – 20 or more employees - Rail - Undercutter - Sled - Turnout Construction - Concrete Tie Repair - Super Gopher - Panelized Turnout - Rail pickup Unit (CWR/bolted)
II	- CAT - PMI - Rail Testing - Surfacing - Switch Ties - Utility - Major Lift gang – less than 12 employees - Rail Pickup - Other Tie Gangs - Gopher - Special Construction - Destressing
I	- Rail Anchor - Rail Pickup - Rail Unloading - Slag Unloading - Tie Pickup - Tie Unloading

Note: The level of these gangs will be reviewed prior to commencement of the production season but no later than the 30 November of the preceding year by request from either party.

Attachment "B"

Articles referred to in clause 7.1 of Memorandum of Agreement re: Extra Gang Foremen.

The following modified articles only apply to the Extra Gang Foreperson Memorandum of Agreement as of August 13, 2008.

Article 7.7 of Agreement 10.1

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, senior employees shall not lose seniority in a higher classification to junior employees when, through no fault of their own, such senior employees have not had the opportunity to take training and qualify. Until they take training, such senior employees shall, while occupying a position in a higher classification, be paid the rate applicable to qualified employees.

Article 7.10 of Agreement 10.1

Employees taking training will be required to take the corresponding oral, practical and/or written tests. Trainees who fail on the first attempt will be given a second opportunity to pass such test prior to the expiration of two years' cumulative compensated service, unless otherwise mutually agreed. Regular employees who fail a test on the first attempt will be given a second opportunity to pass such test within a reasonable period of time.

Article 7.11 of Agreement 10.1

Regular employees who fail twice on any test will be considered for further testing on their 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 their supervisor requesting an appointment.

Article 7.15 of Agreement 10.3

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 in Extra Gang Foreman training shall be at the discretion of the Company. (modified to remove reference to Mechanic "B")

Article 7.15 of Agreement 10.1

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 employee 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.

Article 7.16 of Agreement 10.1

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.

APPENDIX XV

Memorandum of Agreement between the Company and the United Steelworkers Local 2004 concerning the position of Ultrasonic Machine Operator including selection, training, qualification and awarding of these positions.

Ultrasonic Machine Operators are responsible for operation and overall maintenance of the portable Rail Flaw Detector unit and to gather data and identify flaws within the rail, and their duties include, but are not limited to: supervise scheduling operations and overhaul maintenance of the portable Rail Flaw Detector, monitor the test data and make instrumentation corrections to ensure integrity of data and identification of flaws, conduct the calibration, maintenance and repairs of the rail flaw unit, identify and report the defects found and maintain data integrity by following appropriate monitoring and maintenance schedules, and reduce derailments by finding internal flaws.

The following provisions will apply to Ultrasonic Machine Operator positions:

1. Article 2.5 of Agreement 10.8 will be amended to reflect the removal of the position of Ultrasonic Machine Operator from the lines of promotion and a new "Note" will reflect that the "Ultrasonic Machine Operator classification will not be considered as included in the line of promotion for employees in the Welding Department."
2. Employees currently qualified and occupying the position of Ultrasonic Machine Operator or Ultrasonic Technician, will not be required to go through the selection process, however all positions will be classified as Ultrasonic Machine Operator and the classification of Ultrasonic Technician will be deleted. The rate of pay for the Ultrasonic Machine Operator will be established at \$29.00/hour (2011).
3. The four individuals (two on the Prairie Region and two on the Mountain Region) currently being trained as Ultrasonic Machine Operators, will have an opportunity, upon ratification of this agreement, to declare whether they wish to receive the rate of \$29.00/hour and be subject to the 2-year lock-in provision, or to receive the rate of \$27.38 (2011) and not be locked in to the position.

4. Employees currently occupying Ultrasonic Technician positions will have their rate of pay red-circled until they either leave the position or until general wage increases cause the Ultrasonic Machine Operator rate to become equal to or greater than the red-circled rate.
5. Employees must be self directed and conditions will require that he/she work alone in the effective and safe performance of work. Basic qualifications include:
 - 1- Minimum 1 year working for the Railroad, with demonstrable knowledge of engineering operations, and classification of rails,
 - 2- hi-rail qualified,
 - 3- possess a valid driver's license,
 - 4- possess a valid medical card,
 - 5- must be qualified in CROR or willing and able to qualify,
 - 6- prior practical experience with Ultrasonic knowledge is an asset
 - 7- must be qualified in ultrasonic testing or willing and able to qualify.
 - 8- strong computer skills, with working knowledge of Microsoft package, i.e., Excel, Word,
 - 9- prior role utilizing technical and practical knowledge of electrical, electronic and computer maintenance would be an asset,
 - 10- ASNT Ultrasonic Levels I and II or willing and able to qualify,
 - 11- track inspection qualified (TIG),
 - 12- TIS (Track Inspection System) and MTS (Mobile Time Sheet) trained and experienced,
 - 13- must be able to safely lift 50 lbs.
6. Positions will be advertised in accordance with Article 3 of Supplemental Agreement 10.8.
7. The following articles will apply for Ultrasonic Machine Operator training:

Expenses (Classroom Training): article 7.15 & 7.16 of agreement 10.1
Termination of training: article 7.14 and first sentence of article 7.15 of Agreement 10.3

(These articles are reproduced on attachment "B")
8. The Company will retain the right of selectivity; applicants' qualifications will be evaluated by means of Supervisory reviews, tests and interviews.

9. Positions will be awarded on the basis of Ultrasonic Machine Operator seniority then, on the following basis:
 - i) to the employee with the best qualifications. Where qualifications are equal, positions will be awarded:
 - ii) in seniority order to applicants holding seniority in Supplemental Agreement 10.8.
10. 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.
11. On the initial appointment to an Ultrasonic Machine Operator position, the Company and the employee will have up to 130 days' from the date the employee commences work as an Ultrasonic Machine Operator 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.
12. 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.
13. Employees occupying position of Ultrasonic Machine Operator will be locked-in on the position for a duration of up to two years and will only be subject to displacement by a senior qualified Ultrasonic Machine Operator.

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

Yours truly,

I CONCUR.

Kimberly A. Madigan
Vice-President, Human Resources

Paul Wright
President, USW Local 2004

Attachment "B"

Articles referred to in clause 7 of Memorandum of Agreement re: Ultrasonic Machine Operator.

The following modified articles only apply to the Ultrasonic Machine Operator Memorandum of Agreement as of December 15, 2011.

Article 7.15 of Agreement 10.1

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 ten (10) 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 employee 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.

Article 7.16 of Agreement 10.1

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.

7.14 of Agreement 10.3

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.

Article 7.15 of Agreement 10.3

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.