

# Collective Agreement

Between:



**Canadian National Railway Co.**

(CN - Savage Alberta Railway)

and



**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-Canada)**

**“CAW National Council 4000 / Local 4001”**

Governing

**Rates of Pay and Working Conditions for**

**The Services of Train and Engine Service Employees**

Effective January 1, 2010 to December 31, 2012

14679 (01)

## **CN EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

Help is just phone call away at any time of the day or night from anywhere in Canada.

All services can be accessed by calling a 24-hour a day toll-free number (1-800-268-5211 for English or 1-800-363-3872 for French), which will connect the caller to a Care Access Center. Or you can use the Internet, [www.fgiworldmembers.com](http://www.fgiworldmembers.com), user id "cn", password "cn01". All information received, beginning at the point of the initial call to the Care Access Center and continuing all the way to the closure of the client file will be treated as completely confidential. No identifying information is ever shared with CN unless the employee specifically authorizes it.

For additional information on the Employee and Family Assistance Program please contact your Local EFAP Peer or Union Representative. Or call the toll free number.

### Useful Contact Numbers:

EFAP	1-800-268-5211 (English)
EFAP	1-800-363-3872 (French)
Human Resources Centre	1-877-399-5421

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**Article 1**  
**DEFINITIONS**

- 1.01 This Agreement constitutes a collective agreement between the Company and the Union with respect to Canadian National Railway Co. and shall be uniformly applied to Locomotive Engineers, Conductors, and Assistant Conductors (Transportation Group) unless otherwise specifically provided for herein, who are employed on the former rail lines and territory of Savage Alberta Railway, Inc. (SAR).
- 1.02 The term "the Union" shall be understood to mean the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada).
- 1.03 The term "the Company" shall be understood to mean Canadian National Railway Co. (CN – Savage Alberta Railway). The term "Officer of the Company" shall be understood to mean the Officer of CN who has been designated by the Company to handle a particular matter.
- 1.04 For the purposes of this Agreement, a "basic day" means eight (8) hours pay at the employee's regular rate of pay unless otherwise specified.
- 1.05 For the purposes of this agreement, "Emergency" means a situation where injury or harm has been sustained or could reasonable be sustained to employee(s), passenger(s), the public or the environment. (Railway Association of Canada)
- 1.06 "Temporary Urgency" includes any situation where a short-term need exists to satisfy an immediate operational or customer requirement.
- 1.07 Service shall mean the employee's continuous length of service with CN – SAR ("the Company"), 'the former Savage Alberta Railway ("the Company" or "SAR")' and the former Alberta RailNet ("the Company" or "ARN"), and shall commence from the moment the Company hires the employee. Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, authorized leave for pregnancy or parental leave, or leave to attend committee meetings, called to court as a witness or for uncompensated jury duty not exceeding a total of 120 days in any calendar year shall be included in the computation of service in that year for vacation purposes. All time absent for Union business or authorized leave to hold Union office shall be included in the computation of service.
- 1.08 The terms "Mutually Agreed" or "Mutually Arranged" shall mean an agreement in writing between the proper officer of the Company and the designated Representative of the Union.
- 1.09 The term "Locally Arranged" shall mean an agreement in writing between the local supervisory officer of the Company and the Local Chairperson of the Union that has been provided for by the application of a provision of this agreement.
- 1.10 "On Duty Time" means the total elapsed time from when an operating employee is required to report for duty and the time that operating employee goes off duty. Preparatory and final arbitrary times are excluded.

- 1.11 "Tour of duty" means the continuous period that is to be worked as specified in the job assignments bulletined under Article 19. A "tour of duty" or "single tour of duty" is those assigned hours from home station to away from home station and return, and/or from the away from home station to the home station.

## **Article 2 RECOGNITION**

- 2.01 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) as the sole collective bargaining agent for Locomotive Engineers, Conductors, and Assistant Conductors (Transportation Group) governed herein.
- 2.02 No persons other than members of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) who are governed under this collective agreement shall engage in any work normally performed by this bargaining unit.

Note: See Appendix D and Appendix F

## **Article 3 DEDUCTION OF UNION DUES**

- 3.01 The Company shall deduct from the payroll on the second payday of each month, from wages due and payable to each employee in this bargaining unit and under the scope of this collective agreement, an amount equivalent to the monthly Union dues pursuant to the Union's Constitution subject to the conditions and exceptions set forth in this Article.
- 3.02 The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this article shall be applicable to the Union on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 3.03 The Company shall remit the total amounts deducted to the Union once per month to the Secretary-Treasurer of CAW National Council 4000, accompanied by a report showing the amount deducted from each employee.
- 3.04 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, and deductions for provident funds, will be made from wages prior to the deduction of dues. If the wages of an employee payable on the payroll on the second payday of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made. The Company shall not, because the employees did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

- 3.05 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The company's liability for any and all amounts deducted pursuant to the provisions of this article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 3.06 The question of what compensation shall be paid the Company by the Union signatory hereto in recognition of services performed under this article shall be left in abeyance subject to reconsideration at the request of the Company on 15 days' notice in writing.
- 3.07 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to paragraph 3.1, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 3.08 The Company shall provide each new employee and each rehired employee a form letter which outlines to the employee's their responsibility regarding the payment of Union dues and other Union assessments.

#### **Article 4 SENIORITY**

- 4.01 Seniority under this collective agreement shall commence from the moment employees commence employment under the classification of Locomotive Engineer, Conductor, or Assistant Conductor with the Company at the earliest hour, and their names will be placed on the Seniority Roster in this order within the Transportation group. For the purposes of establishing seniority, time spent in training will be considered as time worked.

Note: See Appendix A

- 4.02 In cases where two or more employees commence work on the same date, they will be placed on the Seniority Roster as follows:
- i) The employee who commenced work at the earliest hour of the day shall be senior, or;
  - ii) When employees commence work on the same day at the same hour, the one who first signed the Company's application form for employment shall be senior, or;



- iii) All other things being equal, employees will be placed on the seniority list as mutually agreed between the proper officer of the Company and the Regional Representative of the CAW (the Union).
- 4.03 Employees shall maintain and accumulate seniority while in the employ of the Company. Employees who are granted leave of absence for illness, injury, full-time public office, part or full-time union office or compassionate reasons, shall maintain and accumulate seniority for the length of such leave.
- 4.04 An employee's name will not be added to the seniority list until such time the employee has completed their probationary period as set out in Article 4.10 herein, except as otherwise provided under Article 4.11.
- 4.05 Intentionally left blank
- 4.06 Employees who, while filling a position under this agreement, accept work outside of this agreement within the Company, excluding supervisory or managerial work, will continue to accumulate seniority for a period of six consecutive months from the time they transfer without loss of seniority. Employees will continue to pay Union dues during the six month period for which they accumulate seniority under this agreement. Following this 6-month period, their seniority shall be frozen until such time they return to active service under this collective agreement. This does not apply to employees who temporarily transfer to work within the Company outside of this agreement as locally arranged in order to create employment opportunities for junior employees.
- 4.07 Employees who, while filling a position under this agreement, accept work outside of this agreement with another railway will forfeit their seniority and their names will be removed from the seniority list. This does not apply to those employees laid-off with Savage Alberta Railway. In such cases, when recalled for service at Savage Alberta Railway, employees who refuse recall will forfeit their seniority and their name will be removed from the seniority list.
- 4.08 Employees who are laid-off shall continue to maintain and accumulate seniority for a period of one (1) year from the date of lay-off. If not recalled within 1 year, they shall forfeit their seniority and their names shall be removed from the seniority list.
- 4.09 Employees who accept a supervisory or managerial position of a temporary or permanent nature will continue to maintain and accumulate seniority for a period of 180 calendar days cumulative from the time promoted. Employees will continue to pay Union dues during the 180 calendar day period for which they continue to accumulate seniority. Employees promoted in excess of 180 calendar days will have their seniority frozen from the expiration of the 180 calendar day period. Employees promoted on a permanent basis who are released from their supervisory or managerial position within the 180 calendar days must displace the junior employee at the location where the employee last worked, or may bid on an open vacancy in their seniority group on their basic seniority territory. Employees promoted on a temporary basis who are released from their supervisory or managerial position within the 180 calendar days, will revert to their preferred position that their seniority entitles them as submitted on their preference sheet at the location where the employee last worked. Employees, who accept promotion to another supervisory or

managerial position within 30 calendar days following their return to the bargaining unit, will forfeit their seniority and their name will be removed from the seniority list. The time limits contained in this article 4.09 may be extended or reduced by mutual agreement to facilitate the company's need to obtain effective supervisory relief.

Note: See Appendix A

- 4.10 Newly hired employees, including qualified Conductors and Locomotive Engineers who hire from other Railways, will be placed on probation for a period of one hundred and twenty (120) working days. Upon completion of the probationary period, and following an approved assessment at the completion of the probationary period, the employee's name will be added to the seniority list as of their original date of hire within the Transportation group, and pursuant to the applicable provisions provided in Article 4.
- 4.11 Employees who are not considered as suitable for employment prior to the completion of the one hundred and twenty (120) working day probationary period will not be retained in service under this collective agreement. Such decision will not be construed as dismissal or discipline, but will be subject to appeal by the Union at the last step of the grievance procedure.
- 4.12 Where a compressed work week is established in accordance with the provisions Article 5.05 of this agreement, the number of working days in the probationary period will be adjusted to account for the higher number of hours in each work day.
- 4.13 Employees' who are discharged and who are subsequently reinstated will be placed on the seniority list consistent with the employee's seniority date prior to being discharged.
- Employees who are subsequently reinstated will be placed back on the assignment the employee held at the time of discharge. If the assignment has been modified or the employee's seniority no longer permits that employee to hold that position, the employee will then have the right to displace a junior employee at the affected employees home terminal or station.
- 4.14 Protests with respect to seniority status of employees must be submitted in writing to the Regional Representative of the Union and the appropriate officer of the Company within 60 calendar days from the date seniority lists are posted. When the employee or the Regional Representative of the Union presents proof of the error, such error will be immediately corrected. The seniority standing of an employee shall not be changed after it has been established following posting in excess of the 60 calendar day period allowed for written protest except by mutual agreement between the Union and the Company.
- 4.15 No change shall be made in the seniority date accredited an employee which has appeared on four consecutive seniority lists unless the seniority date was protested in writing within the 60 calendar day period allowed for such protests. Names that have not appeared on four consecutive seniority list postings will not be restored to such seniority lists except by Mutual Agreement.
- 4.16 Seniority lists will show the seniority number and name of the employee, including their seniority date, respective classification, home station and service date.

Seniority lists will be posted at the headquarter locations of all employees concerned. When revised, they will be updated and posted on or before June 30 and December 31 of each year.

The date that the seniority lists are posted at each location will be stamped on the seniority list. Copies of all seniority lists will be furnished to the Local Chairperson and Regional Representative of the Union. The Local Chairperson and Regional Representative of the Union shall, at any time and upon request, be provided with an updated copy of the seniority list.

- 4.17 Employees promoted to a supervisory or managerial position who, by their own accord, return to a position covered by this collective agreement will establish a new seniority date to be established on their first day worked on a position covered by this agreement. This does not apply to employees promoted on a temporary position for a period of less than 180 calendar days.

## **Article 5 HOURS OF WORK AND REST DAYS**

- 5.01 Except as otherwise provided in this Article, eight (8) consecutive hours shall constitute a work day, including within those eight (8) hours a thirty (30) minute paid lunch.
- 5.02 Employees regularly assigned to eight (8) hour shifts shall be paid eight (8) hours at their regular rate of pay. Employees who are permitted to leave work at their own request shall be paid at the hourly rate of pay for actual time worked, except as may be locally arranged.
- 5.03 Employee assignments will be bulletined to work consecutive days and provide a minimum two (2) consecutive rest days in a work week, with Saturday and Sunday being considered as preferred rest days. To meet the servicing and operational requirements of the Company, assigned consecutive work days may be scheduled with consecutive rest days other than Saturday and Sunday.
- 5.04 Employee assignments will be based upon a five (5) day, forty (40) hour work week which shall commence at 0001 hours on each Monday, through 2359 hours of each Sunday. Hours of work and rest days will be established with a minimum of forty (40) hours per week or eighty (80) hours over a two week period. All hours worked will be considered in the calculation of the work week and for the calculation of overtime.
- 5.05 Notwithstanding the provisions of Article 5.04, work days in excess of eight (8) hours but not more than twelve (12) hours may be established to effectively meet operational and/or customer service requirements. In such cases, it is understood that these arrangements constitute a compressed work week and will consist of fewer work days in a work week and more hours of work in a work day. The Company will discuss the scheduling and implementation of assignments with more than eight (8) hours in a work day or those with rest days other than Saturday and Sunday with the appropriate Local Chairperson of the Union.

Note: See Appendix E

- 5.06 Employees assigned to work in the yard will be allowed 30 minutes in which to eat between the end of the fourth hour of duty and beginning of the seventh hour of duty without deduction in pay.
- 5.07 Where conditions permit on positions assigned to the yard, employees working a compressed work week will be allowed two (2) fifteen (15) minute breaks without deduction in pay, exclusive of the paid lunch period, commencing the second hour of duty and the sixth hour of duty.
- 5.08 Employees will have assigned hours on assignments, however, should the Company require a change to the bulletined commencement hours of any assignment due to operational purposes, they will provide the employee with a minimum of two (2) hours notification prior to the bulletined commencement time of the assignment.
- Employees will be reordered within eight (8) hours from time of notification of change. Should the Company not provide the employee with a new order time at the time of notification of change, such employee will be placed in a six (6) hour call window commencing from the bulletined start time of their assignment. If the Company cannot reorder the assignment within the call window, which is inclusive of the two (2) hour call time, the employee will be entitled the option to book up to twelve (12) hours rest so as to keep to the bulletined hours of the assignment and the remainder of their work cycle. Employees will be made whole on the minimum hours in accordance Article 5.04.
- 5.09 Should it become necessary for the Company to change the scheduled commencement time of any assignment for a period greater than seven (7) calendar days of which scheduled change is greater than two (2) hours, the assignment will be re-bulletined in accordance with the applicable terms of Article 19 of this Agreement. The Company will provide the affected employee and appropriate Local Chairperson of the Union a minimum forty-eight (48) hours notice in advance of the normal scheduled starting time of the assignment.
- 5.10 Nothing in this article 5 shall be construed as requiring additional payment where circumstances do not permit the granting of a meal or rest period.

## **Article 6 REST**

- 6.01 Employees who will be on duty for twelve hours will have the option of booking rest enroute by giving the LCS not less than three (3) hours notice prior to the 12<sup>th</sup> hour.
- 6.02 Employees going off duty will be allowed to book up to six (6) hours rest enroute or at the away from home station, and eight (8) hours rest at the home station. Rest booked will be exclusive of call unless otherwise requested.
- a.) All employees will be permitted to book eight (8) hours rest at the away from home station, exclusive of call time, or up to twelve (12) and twenty-four (24) hours rest at the home station, exclusive of call time, except when Article 6.03 is applicable.

- b.) Employees assigned to work the spareboard or utility assignments will be permitted to book rest in accordance Article 6.02 (a). Employees assigned to spareboard or utility positions will only be allowed to book twenty-four (24) hours rest once they have completed forty (40) hours straight time work on those assignments. Employees who book twenty-four (24) hours rest must notify the proper authority at the beginning and completion of such rest.

Employees who are on the overtime board and have notified the proper authority at the completion of their twenty-four (24) hours rest will maintain their standing on the overtime board.

Employees who fail to notify the proper authority at the completion of twenty-four (24) hours rest will have their name removed from the overtime board until such time they notify the proper authority that they are available. In these cases, their names will be placed back on the overtime board in the last position.

- 6.03 Employees going off duty at a home station or an away from home station will not be permitted to book rest past the regular start time of their next scheduled assignment unless the start time has been changed to permit such rest as a result of mandatory rest requirements.

- 6.04 Employees who are unable to complete their assignment within 10 hours (maximum of 12 hours in one direction) may be tied up enroute or deadheaded to the away from home or home station. In these circumstances, a tour of duty will be from the away from home station to the home station.

Special consideration will be given to employees who are working their final tour of duty of their regular assigned work week, and, to those employees who are working on their assigned rest day.

- 6.05 Employees who are required to be notified of a change of ordering time will not be notified until the completion of their mandatory rest.

## **Article 7 DEADHEADING**

- 7.01 Employees who are called to deadhead will be compensated for actual time deadheading at the employee's regular straight time rate. Where actual time deadheading is less than 4 hours, employees will be compensated for 4 hours.

Employees who are required to deadhead as part of their regular assignment will be compensated not less than the regular assigned hours of that assignment.

- 7.02 A combination of service and deadheading is permissible when time is computed as continuous, providing that not less than a basic day's pay is allowed for the combination.

- 7.03 Employees who are called to deadhead for the purposes of rescuing trains on line, not less than eight (8) hours will be paid as compensation for the combination of

deadheading and rescuing the train. Where actual time is greater than 8 hours, employees will be compensated for actual time.

- 7.04 Employees will not be required to operate motor vehicles when they have been on duty for twelve (12) hours or more. However, if an employee requests to operate a motor vehicle, such request shall not be unreasonably denied.

## **Article 8 OVERTIME AND CALLS**

- 8.01 Except as otherwise provided, time worked by employees in excess of eight (8) hours per day or forty (40) hours in a work week shall be paid at time and one-half the regular rate of pay. Except where employees have been absent during their work week, overtime shall not be utilized in making up the regularly assigned work week.
- 8.02 Employees assigned to work a compressed work week as set out in Article 5.05, shall be paid at time and one half the regular rate of pay for time worked in excess of their regularly assigned daily hours, or for time worked in excess of their regularly assigned weekly hours.
- 8.03 Time worked by employees continuous with, before, or after their regular assigned hours of duty shall be paid at one and one half times the regular rate of pay in minimum increments of five (5) minutes. This shall apply to all assignments including those established to work eight (8) hours or those established to work a compressed work week.
- 8.04 Every effort will be made to avoid the necessity of overtime, however, when conditions necessitate, overtime will be performed as locally arranged. Where no Local Agreement exists, overtime will be distributed equally amongst all employees in seniority order to those employees who have indicated their preference to be called for overtime. An employee who declines to work an overtime opportunity for valid reason, will be recorded as overtime worked and will not be subject to call until their seniority entitles them to a new opportunity.
- 8.05 Employees not called for overtime opportunities in the proper order in keeping with the arrangements contemplated in Article 8.04, will be paid a minimum call of two (2) hours at their regular rate of pay and be permitted to make up the lost overtime at the first opportunity.
- 8.06 Employees required to work on their assigned rest days shall be paid at one and one-half times the regular rate of pay, with a minimum of eight (8) hours pay for eight (8) hours work or less, or for the regular assigned hours of the assignment. Except where employees have been absent during the work week, overtime will not be used to fill out or shorten an employee's regularly assigned work week.
- 8.07 Employees will be compensated for overtime hours in the pay period in which the overtime occurs unless the employee chooses to bank the overtime hours worked, in which case the employee may receive the overtime pay or time off with pay at a later date as locally arranged. Overtime pay is payable at one and one-half times an

employee's regular rate while time off in lieu of overtime will be taken at the employee's regular rate of pay. Banked time will be accumulated for a maximum period of 90 calendar days. The Company will not unreasonably decline employee requests for time off in lieu of overtime.

- 8.08 The Company will not use an employee's banked time as a means of supplementing the employee's entitlement to a minimum forty (40) hours of regular assigned hours of pay.
- 8.09 Employees who are required to be called for duty will receive a call of two (2) hours in advance of the time for which ordered. A shorter call period may be given to minimize delay due to unforeseen circumstances. Employees will assume the conditions of the assignment for which called. Where practicable, employees will be notified of any special circumstances that might be at variance with the conditions of the assignment at time of call.

### **Article 9 PAYROLL PERIODS**

- 9.01 Company payroll periods will include pay for two (2) consecutive workweeks. Currently, payroll periods begin on Sunday at 12:00 AM and end two (2) weeks later on Saturday at 11:59 PM.
- 9.02 Employees' payroll will be deposited directly into the employee's designated account by the second Thursday following the end of the pay period.

### **Article 10 GENERAL HOLIDAYS**

- 10.01 The Company recognizes the following days as paid holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day (First Monday in August)	

- 10.02 Employees shall be granted a holiday with pay on the holidays specified in Article 10.01. When a General Holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following or preceding the employee's rest days.
- 10.03 Employees whose vacation coincides with any of the General Holidays specified in Article 10.01, shall receive an extra day of vacation with pay at the end of their scheduled vacation period to which entitled for that General Holiday.
- 10.04 Employees will be paid at straight time at their regular rate of pay and regular assigned hours for the General Holidays specified in Article 10.01.

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

- 10.05 In order to be eligible for General Holiday pay for any one of the holidays specified in Article 10.01, employees who are not required to work on a General Holiday must satisfy the conditions set out in subparagraphs (a) and (b) of this Article:
- a) They must have been in the service of the Company and available for duty for a minimum of thirty (30) calendar days.
  - b) They must be entitled to wages for at least seven (7) shifts or tours of duty during the thirty (30) calendar days immediately preceding the General Holiday.

NOTE: Provided that an employee is available for work on the General Holiday, absences from scheduled shifts or tours of duty because of Union business; bona fide injury; hospitalization; illness for which the employee qualifies for weekly indemnity benefits; jury duty; or authorized maternity leave, such absences will be included in determining the seven shifts or tours of duty referred to in subparagraph (b) of this Article.

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

- 10.06 Employees who work on a General Holiday shall be entitled to General Holiday pay as set out in Article 10.04. In addition, employees shall be paid for the actual time worked on the General Holiday at time and one-half their regular rate of pay with payment for not less than their regularly assigned hours.
- 10.07 Shifts or tours of duty commencing between 0001 and 2359 hours on the day of the General Holiday shall be considered as work on that holiday. Where more than one shift or tour of duty is worked on a General Holiday, excluding those bulletined (Article 19) to work more than one shift or tour of duty, compensation will only apply to the first shift.
- 10.08 Employees required to work on a General Holiday will be provided four (4) days advance notice on which positions will be required to work, except in cases of unforeseen exigencies in which case employees will be notified not later than the completion of their last shift or tour of duty immediately preceding the General Holiday. A copy of such notice will be provided to the Local Chairperson of the Union.
- 10.09 Employees who are required or called to protect work and who fail to report for duty will not be eligible for general holiday pay.

## **Article 11 VACATION**

- 11.01 The vacation year shall be from January 1<sup>st</sup> through December 31<sup>st</sup> of each year.
- 11.02 An employee who has:



- a) Has less than twelve (12) months continuous service with the Company and who successfully completes the probationary period of employment will be eligible to receive one (1) day of paid vacation for each completed month of service, up to a maximum of two (2) weeks with pay at their regular rate and assigned hours;
- b) Between one (1) year and four (4) years continuous service with the Company shall receive two weeks vacation with pay. Vacation pay will be the greater of 4% of the employee's regular wages for the year of employment for which vacation is given, or the employee's regular wages for the vacation period;
- c) Between five (5) years and eight (8) years shall receive three (3) weeks vacation per year with pay calculated at 6% of the employee's regular wages for the year of employment for which vacation is given, or the employee's regular wages for the vacation period;
- d) Between nine (9) years and fourteen (14) years of continuous service with the Company shall receive four weeks vacation per year with pay calculated at 6% of the employee's regular wages for the year of employment for which vacation is given, or the employee's regular wages for the vacation period;
- e) More than fifteen (15) years of continuous service with the Company shall receive five-weeks vacation per year with pay calculated at 6% of the employee's regular wages for the year of employment for which vacation is given, or the employee's regular wages for the vacation period.

11.03 To be counted as a year of service, an employee must have been continuously employed for a period of twelve (12) consecutive months. Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, approved pregnancy or parental leave, or leave to attend committee meetings, called to court as a witness or for uncompensated jury duty not exceeding a total of 120 days in any calendar year shall be included in the computation of service in that year for vacation purposes. All time absent for Union business or authorized leave to hold Union office shall be included in the computation of service for vacation purposes.

11.04 Employees who perform service in only a portion of a month shall have that portion of the month counted as a full month of continuous employment for purposes of this Article.

11.05 Vacation time shall not be accumulated from one year to the next. The Company, by mutual agreement with the employee and the appropriate Local Chairperson of the Union, will allow an employee to carry over his/her vacation to the next year in circumstances, where due to illness or injury, the employee has not reasonably been able to take his/her vacation in the year it became available.

11.06 All vacations will commence the first day following the employee's regularly assigned rest days.

11.07 Employees entitled to two (2) or more week's vacation may split their vacation into not more than two (2) segments. Where vacation is split in accordance with this article, only the first segment will be given preference in order of seniority. The

second segment will be given in seniority order after all employees have been given their first preference.

- 11.08 Vacation requests must be submitted in writing to the designated supervisor, with a copy to the appropriate Local Chairperson of the Union, not later than February 1<sup>st</sup> of each year. Applications filed prior to February 1<sup>st</sup> of each year, will be allotted vacation during the summer months and Christmas season, in order of seniority of applicants, as is practicable to do so. When submitting vacation choices, employees should include a sufficient number of choices in case of duplicate requests.
- 11.09 Unless otherwise locally arranged, employees who do not apply for vacation prior to February 1<sup>st</sup>, shall be required to take their vacation at a time to be prescribed by the Company.
- 11.10 The maximum number of employees who will be permitted to take vacation at any one time shall be established as locally arranged taking into account the requirements of the service at each location. The Officer in charge will meet with the appropriate Local Chairperson at such time vacation is being allotted. Vacation will be allotted in seniority order based on the employee's vacation choices. The Company will post the Vacation List not later than February 15th of each year, with a copy being provided to the Local Chairpersons of the Union. Vacation days shall be exclusive of assigned rest days and General Holidays and must be taken at the time scheduled.
- 11.11 In cases of General Holidays that coincide with an employee's vacation allotment, the provisions of Article 10.03 shall apply.
- 11.12 Intentionally left blank
- 11.13 Except in cases of emergency, once a vacation request is granted, the employee shall be allowed to take the assigned time. If the vacation must be rescheduled due to an emergency, the employee and the Company shall locally agree to the rescheduled time. If the employee's vacation is rescheduled by the Company due to an emergency and the employee has prepaid for the vacation and cannot obtain a refund and/or cannot use the prepaid vacation at a later date, the Company shall reimburse the employee for out of pocket costs.
- 11.14 Employees on vacation who become ill or injured, or who take bereavement leave, shall have the right to temporarily postpone their vacation. In cases where employees become ill or injured, in addition to being eligible for disability income, such employees will contact the officer in charge upon taking such leave. On return to duty the employee's vacation will be locally rescheduled for another time, with the assistance of the appropriate Local Chairperson if necessary.
- 11.15 Employees who exercise from one location to another after vacation dates are allotted will take their vacation as agreed locally. Should such employee revert back to their home location prior to their initially scheduled vacation dates, the employee will take vacation at the time as was initially scheduled.
- 11.16 Employees terminating their employment for any reason, and where an unused period of vacation with pay stands to their credit, will be allowed vacation calculated

to the date of their leaving the service as set out in Articles 11.2 (a), (b), (c), (d) and (e). If vacation time is not granted, the employee will be allowed pay in lieu thereof.

- 11.17 The vacation year will be measured on a calendar year basis (i.e. from January 1 through December 31 of each year) pursuant Article 11.01. Upon reaching the first anniversary date, as described in Article 11.02(a), the employee will be entitled to the amount of vacation so described. For the time period between the first anniversary date and the end of the calendar year, the amount of vacation for the employee will be pro-rated and granted on January 1<sup>st</sup> for the preceding year. After the pro-rated vacation period is granted, the employee will then be eligible for vacation each January 1<sup>st</sup> according to Article 11.02.

By way of example, only, and not limitation: An employee begins service on July 1, 2006. After completing a full year of service, the employee will be granted two weeks vacation with pay on July 1, 2007. Between July 1, 2007 and December 31, 2007 (a six month period), the employee will be pro-rated 6/12 of their vacation entitlement. If the employee did not take any vacation between July 1, 2007 and December 31, 2007, the employee would be entitled to 3 weeks of vacation on January 1, 2008. If the employee used 3 weeks of vacation during calendar year 2008, then, on January 1, 2009, the employee would be entitled to 2 weeks of vacation as in accordance Article 11.02(b).

## **Article 12 BEREAVEMENT LEAVE**

- 12.01 Upon the death of an employee's spouse, child, or parent, the employee will be entitled to five (5) working days' bereavement leave without loss of pay provided that the employee has not less than five (5) months cumulative compensated service.
- 12.02 Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, step-brother, step-sister, grandchild, grandparent, brother-in-law or sister-in-law, the employee will be entitled to three (3) working days' bereavement leave without loss of pay provided that the employee has not less than five (5) months' cumulative compensated service.
- 12.03 It is the intent of this Article to provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of the employee's regular wages for that period for which leave is granted.
- 12.04 The definition of Eligible Spouse is the person who is legally married to the eligible employee and who is residing with or supported by the eligible employee, provided that if there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Article 2(1) of the Canadian Human Rights Benefits Regulations so long as such person is residing with the eligible employee.
- 12.05 Pursuant to Article 11.14 of this Agreement, employees who are bereaved while on vacation may postpone their vacation, with the bereavement leave days not being included as part of the vacation period. The vacation days that are postponed may be continued immediately following the completion of their bereavement leave or rescheduled at a mutually acceptable time between the employee and Company.

- 12.06 Time paid under this provision shall not be considered as time worked for the purposes of computing overtime.

**Article 13  
INJURED ON DUTY**

- 13.01 An employee prevented from completing a shift or tour of duty due to a bona fide injury sustained while on duty will be paid for their full shift at straight time rates of pay, unless the employee receives Workers' Compensation Benefits for the day of the injury, in which case the employee will be paid the difference between such compensation and payment for their full shift.

**Article 14  
LEAVE OF ABSENCE**

- 14.01 An employee may apply for and be granted an unpaid leave of absence at the discretion of the company for up to 90 days. Such leave may be extended upon application by the employee if circumstances permit. An employee granted such leave shall sign a copy of a written authorized leave. Employees who fail to return to duty following the completion of their authorized leave of absence will forfeit their seniority and their names will be removed from the seniority list, unless such extension is supported by furnished proof of a bona fide sickness preventing their return sooner.
- 14.02 Unpaid leave of absence will not result in the loss of the employee's accumulated seniority.
- 14.03 Leave of absence under this Article 14 shall not be granted for the purpose of engaging in work outside the Company service, except in cases involving sickness, or when mutually agreed.
- 14.04 Employees elected or appointed to Union office, or as Local Chairpersons, Vice Local Chairpersons, or delegates to Union conferences, conventions, educational seminars, or other necessary union business, will be granted a leave of absence without pay, for the term of office or completion of the activity for which leave is granted.

**Article 15  
JURY DUTY AND ATTENDING COURT**

- 15.01 An employee who is summoned or who serves on jury duty and is required to lose time from their assignment or tour of duty shall be paid the difference between the amount paid by the court for such jury service and the amount of the employee's regular hours and wages that he or she would have otherwise worked, excluding allowances paid by the court for meals, lodging or transportation.
- 15.02 No jury duty pay will be allowed for any day that the employee is on a leave of absence, layoff, and vacation or entitled to General Holiday pay. Employees on

vacation when summoned for jury duty will, if the employee so desires, be allowed to reschedule their vacation at a mutually acceptable time, with the assistance of the appropriate Local Chairperson if necessary. Hours paid under this provision shall not be considered as time worked for the purposes of commuting overtime.

- 15.03 An employee must furnish the Company with a statement from the court of the days on which jury duty is performed. The number of days for which jury duty pay will be paid is limited to a maximum of 60 basic days in any calendar year.
- 15.04 Employees who lose time by reason of being required to attend Court or Coroner's Inquest, or to appear as witnesses in cases where the Company is involved, or subpoenaed by the Crown in such cases, will be paid for all time lost at their regular assigned hours and rate of pay and any expenses incurred. The Company will be entitled to a certificate for witness fees in all cases.
- 15.05 This Article does not apply if the employee is under criminal investigation, nor is party to a civil suit unless the Company and the Union agree to provide such.

**Article 16**  
**RATES OF PAY AND PAYMENT OF WAGES**

16.01 Compensation Schedule:

a) Rates per Hour:

	On Ratification	Jan.1/12
Locomotive Engineer	\$36.25	\$37.34
Conductor	\$34.25	\$35.28
Assistant Conductor	\$30.47	\$31.38

b.) All new employees hired after the date of ratification will be compensated at the hourly rate of pay shown in Article 16.01(a) for which applicable classification they are being trained for and will be compensated as follows:

Employees will be compensated at 85% of the hourly rate of pay for the classification they occupy during the first six (6) months of service. Thereafter, the employee's rate of pay will increase by increments of 5% each successive six (6) month period until such time as the employees reach 100% of the applicable hourly rate of pay.”

- 16.02 All employees shall receive wages in accordance with the applicable hourly rates of pay as specified in Article 16.01. Employees will be paid in accordance with Article 9 of this agreement.
- 16.03 All overtime shall be shown as a separate item on the pay summary of employees.
- 16.04 Employees shall be paid by electronic funds transfer.

- 16.05 When an employee is short paid more than half a day's pay, payment will be corrected on the employee's next pay period.
- 16.06 No adjustment to an employee's pay will be made for those employees required to be on duty when clocks are changed to accommodate Daylight Savings Time.
- 16.07 Employees who have their pay time sheet submissions revised will be notified in writing, as well as the reason for the adjustment within 48-hours of such revision, or as practicable.
- 16.08 Employees temporarily assigned to higher rated positions shall receive the higher rate of pay while occupying such positions. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

**Article 17**  
**PENSIONS AND BENEFITS**

- 17.01 a.) Effective March 1, 2011, employees governed under this agreement will participate in the CN Defined Contribution Plan for Non-Management Employees ("Plan"). Participation in this plan is mandatory and provides for required contributions of 3% of basic salary with 100% employer match on required contributions only. Voluntary contributions may also be made up to 12% of basic salary. The Plan is governed by the official plan rules. In the event of any conflict between this summary and the official plan rules, the latter will prevail.
- b.) An optional Group Registered Retirement Savings Plan will be available to employees governed under this collective agreement. Contributions may be made up to the maximum of an employee's maximum RRSP limit as indicated on the employee's Notice of Assessment when filing an Income Tax Return. The employee is responsible for not exceeding the maximum RRSP limit provided by Canada Revenue Agency. The Group RRSP is a non-matching retirement plan.
- 17.02 a.) The Company will maintain a Group Benefit Plan and pay the premiums associated with the Plan that provides various benefits, as follows:
- Employee Life Insurance
  - Dependent Life Insurance
  - Employee Accidental Death, Dismemberment and Specific Loss
  - Short Term Disability Income Benefits
  - Long Term Disability Benefits
  - Healthcare
  - Dental Care
  - Vision Care

A booklet that outlines the specific coverage will be made available to employees. Coverage in effect on the date of ratification of this agreement shall remain in effect for the term of this collective agreement.

b.) The Company reserves the right to change insurance carriers, providers or policies. The Company will consult with the Union when changing carriers, providers or policies when, with such change, coverage and benefit levels may vary from those that are established in the Group Benefit Plan in place at ratification of this collective agreement. Should the Company change carriers, providers or policies, it is the Company's intent to maintain similar characteristics as it normally provides. The Company will meet with the Union a minimum forty-five (45) days in advance of such change to review and discuss the benefit levels that may be varied and to obtain approval by the Union, which approval shall not be unreasonably withheld. The Union will consider such changes providing coverage to essential benefits are maintained at the levels established at ratification, such as by way of example but not limited to; Short and Long Term Disability, Health, Dental and Vision Care Benefits.

17.03 The Company will grant employees five (5) days of paid sick leave per calendar year, to be used for absences due to illness or injury sustained by either the employee or a family member who resides in the employee's household. Employees are required to report to the appropriate Company officer as early as possible prior to the commencement of their assignment or tour of duty that they will be absent. Unused sick leave benefits may be carried over to the following calendar year and accumulated for use up to a maximum of ten (10) days per calendar year.

#### **Article 18**

#### **HELD AWAY FROM HOME, EXPENSES AND TRANSPORTATION COSTS**

18.01 Employees required to terminate their tour of duty away from their home station will be paid on an hourly basis at their hourly rate of pay for each eight (8) hours held in every twenty-four (24) hour period. Time held away from home will commence after the expiration of twelve (12) hours from the time relieved from previous duty. When rest is booked, this will be inclusive of the 12 hours.

18.02 Time paid under this Article is not to be used in the computation of overtime or the calculation of the forty-hour week.

18.03 Intentionally left blank

18.04 Employees required to terminate their tour of duty away from their Home Station will receive a meal allowance of thirty (\$30) dollars for every twenty-four (24) hour period beginning with the hour that employees qualify for held away from home time. The meal allowance will be prorated equally for each of the eight (8) hour segments in the following twenty-four (24) hour periods.

18.05 Held away from home time under this article does not apply to assignments bulletined to tie up on line or to employees engaged in work train service.

18.06 The Company will arrange suitable single accommodation at the Company's expense for employees who are required to terminate their tour of duty away from the home station. Where problems may arise, they may be the subject of review by the Health & Safety Committee.

- 18.07 Employees who are assigned or forced to fill a temporary vacancy at another location, away from their home station, will be provided transportation or reimbursed the necessary costs of transportation. If the employee is authorized by the Company to use their own vehicle, the Company will reimburse the employee at the rate of thirty (\$.30) cents per kilometre travelled via the most direct highway route unless otherwise approved by the Company. The Company will provide suitable single accommodation at the Company's expense.
- 18.08 Employees who are required to commence work at a location other than their regularly assigned home station will be provided transportation or reimbursed for the necessary costs of transportation. If the employee is authorized by the Company to use their own vehicle, the Company will reimburse the employee at the rate of thirty (\$.30) cents per kilometre travelled via the most direct highway route unless otherwise approved by the Company.
- 18.09 Employees who are required to attend Company meetings or seminars away from their home station will be provided transportation or reimbursed for the necessary costs of transportation. If the employee is authorized by the Company to use their own vehicle, the Company will reimburse the employee at the rate of thirty (\$.30) cents per kilometre travelled via the most direct highway route unless otherwise approved by the Company.

**Article 19**  
**BULLETINING AND FILLING POSITIONS**

- 19.01 The Company will supply notice books and bulletin boards in accessible areas to post bulletins and notices for all employees to view.
- 19.02 Change of Card will take place three (3) times per year, effective the first Sunday in February, June and October.
- 19.03 Copies of all Change of Card bulletins will be furnished to the Local Chairpersons and Regional Representative of the Union five (5) days prior to the Company posting Change of Card bulletins to the employees. All assignments will be posted at each home station at least ten (10) days in advance of a Change of Card. Such bulletins will be posted in notice books and on bulletin boards. Bulletins will indicate all assignments and the regularly assigned hours of these assignments.
- Note: See Appendix G
- 19.04 All employees on the seniority list will be required to submit their choice of assignments five (5) days prior to a Change of Card, in order of preference on the prescribed preference sheet. The Company will supply the necessary forms on which employees will indicate their preference.
- 19.05 Except as provided for in Article 19.06 employees who do not submit their choice of assignments at the change of card, will be assigned to an unfilled position or to the position held by the junior employee at the location.



- 19.06 Employees who are off on annual vacation, authorized leave of absence, illness/injury or lay off status throughout the entire period of the change of card bulletin will submit a preference sheet with choice of assignments prior to resuming duty.
- 19.07 Qualifications being equal, employees will be awarded advertised positions in seniority order. The names of the successful applicants will be posted in notice books and/or on bulletin boards three (3) days prior to change of timetable.
- 19.08 The Company shall post a notice ten (10) days in advance of any new assignments to be created except in case of unforeseen circumstances in which case a shorter notice period may be required. Employees will have the right to revise their preference sheet if they desire to include the new assignment within five (5) days prior to the commencement date of the new assignment.
- 19.09 Employees will not be able to revise their preference sheet except at change of card or as per Article 19.08.
- 19.10 Vacancies on regular assignments of less than three (3) working days will be filled from the applicable spare board or at overtime rates.

The Company shall post a notice seven (7) days in advance of known vacancies on regular assignments of four (4) working days or more. Such vacancies will be awarded in conjunction with the employees choices submitted on the temporary vacancy section of their preference sheets submitted in accordance with Article 19.04. The provisions of Article 19.06 and 19.09 shall apply with respect to these notices.

In instances where no bids are received for vacancies on regular assignments, the Company will fill such vacant and unclaimed regular assignments with the junior employee who occupies a spareboard position.

## **Article 20 CALLED AND CANCELLED**

- 20.01 Employees notified or called to work not continuous with, before, or after their regular assigned hours, shall be entitled not less than two (2) hours at their regular rate of pay as a result of being cancelled.
- 20.02 Employees cancelled after reporting for duty will be paid not less than two (2) hours at their regular rate of pay if cancelled less than two (2) hours after reporting for duty. Employees held more than two hours and less than four (4) hours after being called and then cancelled, will be paid six (6) hours. Employees held more than four (4) hours will be entitled to a basic day and will have the option of booking rest in accordance with Article 6.
- 20.03 Employees whose regular assignment is cancelled on a scheduled work day will be paid for all regular assigned hours at the regular rate of pay due to being cancelled. These provisions will not prevent the Company from utilizing the crew for other work that may be available within the same scheduled hours of the cancelled assignment.

**Article 21**  
**SPAREBOARDS**

- 21.01 Spareboards will be utilized to perform all relief and extra work of eight hours duration or more.
- 21.02 Employees who bid the spareboard assignment must be qualified to perform the work of all the classifications protected by that spareboard.
- 21.03 Spareboard employees will be paid for all time worked at the rate of the classification in which the work is performed.
- 21.04 Unless otherwise specified in this spareboard agreement, spareboard employees are subject to the provisions of the collective agreement.
- 21.05 Spareboard assignments will be provided two consecutive assigned rest days as locally arranged.
- 21.06 The work week for spareboard positions will start at 00:01 the first day following the established rest days.
- 21.07 Spareboard employees will be entitled to overtime only upon accumulating forty (40) hours at straight time rates during their spareboard work week.
- 21.08 While assigned to the spareboard, employees will be guaranteed wages of forty (40) hours for each spareboard work week.
- 21.09 In cases where the employee is assigned to the spareboard for only a portion of the guarantee period, the guarantee will be prorated based on the number of days so assigned.
- 21.10 The spareboard guarantee will be reduced by eight (8) hours for each calendar day or portion thereof that an employee is not available for duty (booked off). Book offs are subject to the approval of management.
- 21.11 The spareboard guarantee will be reduced by the equivalent number of hours worked on the assignment for which a Spareboard employee missed call.
- 21.12 Spareboard employees will be called on a first in, first out basis.
- 21.13 Employees will be called by telephone at their regular telephone number a minimum of two (2) hours prior to the time required to report for duty.
- 21.14 Calls of less than two (2) hours may be made in cases of emergency or unforeseen circumstances where a two-hour call is not possible. However, in such circumstances, should an employee not be able to respond to a call of less than two (2) hours notice, the employee will not have their spareboard guarantee reduced for not responding to call in less than two (2) hours.
- 21.15 A qualified employee standing first out on the spareboard and available at straight time rates who is not called in the proper turn will be entitled to two (2) hours pay at

the applicable rate of pay and will remain first out on the spareboard. Such pay will not be used to offset (shorten) the employee's spareboard guarantee.

- 21.16 Employees who are unavailable when called will have their name immediately dropped to the bottom of the board.
- 21.17 Employees added to the spareboard, returning from vacation, leave of absence for illness or other reasons will have their names placed on the bottom of the board at such time as they give notification of their availability.
- 21.18 When it becomes necessary to reduce the number of employees on the spare board, such reduction will be done in reverse order of seniority (junior employee(s) first).
- 21.19 Notwithstanding the provisions set out in Articles 21.01 through 21.18, the terms in establishing spareboards may be altered as locally arranged to meet specific requirements that may be anticipated at a certain time. In cases where such alterations cannot be agreed upon, spareboard conditions will fall back on the collective agreement provisions of Article 21 et al.

## **Article 22**

### **STAFF REDUCTION, DISPLACEMENT AND RECALL TO SERVICE**

- 22.01 When staffs are reduced, such reductions of employees will be administered in reverse seniority order commencing at the junior employee working at the station for where the reductions occur.
- 22.02 In instances of unforeseen and/or unexpected staff reduction of less than thirty (30) calendar day's duration, three (3) days advance notice will be given to employees directly affected and the appropriate Local Chairperson of the Union will be supplied with a copy in writing.
- 22.03 In instances of foreseen staff reduction which is expected to last more than thirty (30) calendar days duration, five (5) days advance notice will be given to employees directly affected, and the appropriate Local Chairperson of the Union will be supplied with a copy in writing.
- 22.04 Employees whose assignments are abolished or who are displaced from their regular assignments will be placed in accordance with their preference sheets submitted pursuant to Article 19 at their home station and will be required to assume their new assignments as soon as practicable. If unable to hold work at their home station, employees may, within five (5) calendar days from the date of abolishment or displacement, exercise their seniority to another location displacing a junior employee, or may elect lay-off at their home station. They will be required to revise their preference sheets accordingly.
- 22.05 Employees who exercise seniority to another location will maintain their home station and recall rights to the station from which displaced. If they decline to return to their home station at the first opportunity on recall, they will establish the new location as their home station.

- 22.06 When employees are on leave of absence or vacation at the time their positions are abolished or they are displaced, the time limits specified in this article will apply from the time they report for duty.
- 22.07 Employees who elect lay-off must register their names, addresses and telephone numbers in writing at the time of lay-off with their immediate supervisory officer and their Local Chairperson. During their period of lay-off, employees must advise the proper officer of the Company and the Local Chairperson of any change of address or telephone numbers.
- 22.08 Employees who are laid off and accept other work within the Company, outside of this bargaining unit, will continue to accumulate seniority and retain full seniority rights while they are laid off from this bargaining unit.
- 22.09 Laid-off employees will be recalled to service in seniority order at such time a vacancy posted pursuant to Article 19.08 remains unfilled after having been bulletined. Employees will be notified by telephone at the last number on record with the Company. When an employee cannot be contacted by telephone, the Company will send them a registered letter. Employees will have two (2) calendar days upon receipt of notification of recall to contact the Company to determine if the work opportunity is still available. If employees do not contact the Company, they will forfeit their seniority and their name will be removed from the seniority list.
- 22.10 Laid-off employees subject to recall will not be required to report for duty providing that it is definitely known that the duration of the work will not exceed thirty (30) calendar days and another junior qualified employee is available.
- 22.11 Laid-off employees who are contacted and fail to report for duty or give satisfactory reason for not doing so within seven (7) calendar days from the date they were notified will forfeit their seniority and their name will be removed from the seniority list. Employees who fail to accept recall and give reasons satisfactory to the company for doing so will be placed on lay-off and will be recalled in accordance with Article 22.09 when the conditions outlined in that Article exist.
- 22.12 Employees laid-off in excess of 60 consecutive days may make application for termination pay in accordance with the formula provided by the termination provisions of the Alberta Employment Standards Code provided that such application is made on or before the 60<sup>th</sup> consecutive day of lay-off. Employees who are laid-off in excess of one (1) calendar year will be entitled to termination pay in accordance with the provisions of the Alberta Employment Standards Code. Employees who fail to accept recall in accordance with the provisions of this article 22 will forfeit any entitlement to termination pay.

### **Article 23 RULES AND PERIODIC MEDICAL EXAMINATIONS**

- 23.01 Rules examinations will be arranged and paid for by the Company. Periodic medical examinations will be arranged by the employees and costs paid by the Company. Employees will be compensated for actual time lost and expenses incurred traveling to attend these examinations.

- 23.02 Employees required to take a requisite examination on an assigned rest day will be paid a minimum four (4) hours or actual time held, if greater, at their regular rate of pay. Earnings paid under this Article will not be used to make up the forty (40) hour work week.
- 23.03 When employees are required to travel to attend periodic medical or rules examinations or rule classes away from their home station, the Company will provide transportation or reimburse the employee for the necessary costs of transportation in accordance with the amounts provided in Article 18.

## **Article 24 GENERAL**

- 24.01 The Company and the Union are committed to engage in a consultative and problem solving process. This will involve meetings between the Union Executive and local management of the Company as may be arranged. Local Union Representatives will be compensated for actual time lost at their regular rate of pay, if any, to attend company initiated meetings. If the meeting falls outside of regular working hours, compensation will be for the actual time at straight time rates while attending such meeting. Where time is not lost, payments made under this Article will not be used to make up the regular work week specified in this collective agreement nor used in the calculation of overtime.

Note: The reference to payment for company initiated meetings in this article does not prevent a Local Chairperson or other authorized Union Representative from initiating meetings to discuss relevant issues. In such cases, payment under this article will be given due consideration.

- 24.02 The Company will provide Notice Boards at suitable locations for the Union to post notices and information.
- 24.03 The Company will provide suitable working environment for all employees, which includes the cabs of diesel locomotives that provide service for Savage Alberta Railway. The suitability of locomotive cabs and the provision of basic equipment required for employees to carry out their assigned duties, such as batteries, lanterns, bulbs, radios, radio harnesses, safety goggles, safety vests and hearing protection will be the subject of discussion by the Safety and Health Committees.

Note: See Appendix B

- 24.04 The Company will furnish the following personal protective equipment (PPE):
- Safety Glasses, Hard Hats, Hearing Protection, and Gloves
  - The company will reimburse employees for the purchase of Safety Boots up to \$175.00 annually. Proper receipts and proof of purchase must be provided.

Note: It is the employee's responsibility to properly use PPE and maintain it in good condition.

24.05 The Company will pay the cost for qualified prescription safety glasses every two (2) years up to \$175.00 on proof of purchase.

24.06 **Recognition of Legal Picket Lines**

An employee who feels that it would be harmful to cross a legally constituted picket line will make direct contact with the Company to advise of the circumstances with a view to identifying a method of safe passage. Employees will not be directed to cross such picket lines if doing so would be harmful to the employee or cause personal damage.

**Article 25  
HELD FOR INVESTIGATION OR COMPANY BUSINESS**

25.01 Employees during their off duty time who are required or held by the Company to attend an investigation and no responsibility is attached to them in connection with the matter under investigation (e.g. not subject to discipline), or on Company business on the order of the proper officer, will, if required to lose time by reason thereof, be paid for actual time lost. If no time is lost, they will be paid from the time required to report until actually released at one and one-half times their regular rate of pay for not less than two (2) hours. Necessary expenses as provided in Article 18 of this agreement will be allowed when away from home station.

**Article 26  
EMPLOYEE INVESTIGATIONS**

26.01 Minor incidents may be handled without the necessity of a formal investigation. Such incidents will be reviewed as quickly as possible by the proper officer of the Company with the employee concerned.

Note: See Appendix H

26.02 For other than minor incidents, employees will not be disciplined, suspended or discharged without just cause and without having had a fair and impartial investigative hearing where the employee's responsibility is established.

26.03 The Company shall notify employees in writing of incidents for which they are to be investigated. Such notice will summarize the nature of the incident, provide the time, dates and location of such incident, and indicate the scheduled time, date and location of the hearing. The notice will also make reference to the employee's right to representation as set out in this Article. This notice will be provided not less than 72-hours in advance of the investigation. A copy of this written notice will also be provided to the Local Chairperson(s) of the Union.

26.04 Investigations will be held within fourteen (14) calendar days, or as soon as practicable, from the date of the incident(s) or knowledge of the incident. If desired, employees will be allowed an accredited representative of the Union or a coworker. Hearings will not include representation from legal counsel of either party.

- 26.05 Employees will not be held out of service pending the investigative hearing, providing they are not accused of a violation of a federal or provincial statute or regulation, endangering his or her safety or the safety of other employees or the public or other incidents of a serious nature. Employees who have been held out of service and who are exonerated shall be paid for all regular assigned hours and earnings lost for the period held out.
- 26.06 The Investigating Officer shall conduct the hearing and only the Investigating Officer and the employee's Union Representative or co-worker may examine witnesses present at the hearing. Copies of all documents utilized during the hearing will be provided to the employee and the Union Representative. Computer downloads that are used in determining employee responsibility will be made available to the employee and his or her representative before the commencement of a disciplinary investigation.
- Both the Company and the employee or Union will provide one another with a list of witnesses they intend to call at the hearing not less than twenty-four (24) hours in advance of the hearing. These time limitations may only be changed by mutual agreement between the Union and the Company.
- 26.07 A decision will be rendered in writing to the employee and the appropriate Local Chairperson of the Union not later than twenty-one (21) calendar days from the completion of the investigation; otherwise, the Company will forfeit their right to assess discipline.
- Employees will not be held out of service pending rendering of a decision except in cases of those specified in Article 26.05.
- 26.08 If the employee disagrees with the Company's assessment of discipline rendered as a result of the investigative hearing, the employee or the Union may initiate an appeal of the decision through the Union commencing at Step 2 of the grievance procedure in accordance with Article 27.
- 26.09 Appeals concerning the discharge of an employee will commence at Step 2 of the grievance procedure in accordance with Article 27.
- 26.10 Employees who have been on duty in excess of eight (8) hours will not be required to attend a hearing without having a minimum twelve (12) hours off prior to the commencement time of the investigation providing this does not result in undue delay to the investigative process.
- 26.11 Employees who are taken out of service en route or at the away from home station pending a Company Investigation and no responsibility is attached to them (i.e., not subject to discipline) will be compensated for deadheading to the home station. The provisions of this Article shall not result in duplicate payments.

**Article 27**  
**GRIEVANCE PROCEDURE**

27.01 Employees who feel that they have been unjustly dealt with by the Company, or complaints raised by employees concerning the application, interpretation or alleged violation of this collective agreement shall be dealt with in the following manner:

**Step 1**

Within fourteen (14) calendar days from the cause of grievance, the employee, Local Chairperson or authorized committee member may present the grievance in writing to the Director of Operations, who in turn, will provide a decision within fourteen (14) calendar days from the date of receiving the appeal from the Union.

**Step 2**

Within forty-five (45) calendar days from receiving the decision at Step 1, the Regional Representative of the Union may appeal in writing to the Company's Sr. Vice President for Western Canada (attention Labour Relations). The Regional Representative of the Union can request a meeting (Joint Conference) with the Sr. Vice President of his/her designate within thirty (30) calendar days following the Union's Step 2 submission to review and discuss the grievance with the aim of resolving the dispute. The Company will provide a final response within thirty (30) calendar days of the parties' Joint Conference, or, if a Joint Conference is not requested, within forty-five (45) calendar days of receipt of the grievance.

27.02 A grievance concerning the discipline or discharge of an employee will commence at Step 2 of the grievance procedure within forty-five (45) calendar days from the date the employee is notified of the assessment of discipline. On request, the Regional Representative of the Union shall be provided with all evidence in the case.

27.03 The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of ninety (90) calendar days prior to the date that such grievance was submitted at Step 1 of the grievance procedure.

27.04 When a grievance other than one based on a claim for unpaid wages is not advanced by the Union within the prescribed time limits, the grievance will be considered as dropped. When the appropriate officer of the Company does not render a decision within the prescribed time limits with respect to such a grievance, the grievance will be advanced by the Union to the next step of the grievance procedure.

27.05 When a grievance which is based on a claim for unpaid wages is not advanced by the Union within the prescribed time limits, the grievance is considered as dropped. When the appropriate officer of the Company fails to render a decision on a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this Article shall not constitute a precedent or interpretation of the collective agreement by either party.

27.06 The time limits as set out in this Article may be extended by mutual agreement between the Union Representative and Company Officer at any step.



**Article 28**  
**FINAL SETTLEMENT OF DISPUTES**

- 28.01 Provisions shall be made in the following manner, without stoppage of work, for final and binding settlement of differences or disputes, including personal grievances, which arise concerning application or interpretation of this collective agreement governing rates of pay and working conditions which cannot otherwise be settled or disposed of between Officers of the Company and Union.
- 28.02 A grievance concerning the interpretation or alleged violation of this collective agreement or an appeal opposing the discipline imposed on an employee or discharge, and which has not been settled at Step 2 of the grievance procedure (Article 27), may be referred by either party to the Canadian Railway Office of Arbitration and Dispute Resolution (CRO&DR) pursuant to the rules of that office, for final and binding settlement without stoppage of work.
- 28.03 A request for arbitration must be made in writing within sixty (60) calendar days from the date the decision is rendered in writing by the Company at Step 2 of the grievance procedure. Such request shall be made by providing notice thereof to the Canadian Railway Office of Arbitration and Dispute Resolution (CRO&DR) pursuant to the rules of that office, and at the same time, providing a copy to the other party. The request for arbitration shall contain or be accompanied with a joint statement of issue. If the parties cannot agree on a joint statement of issue, ex parte statements may be submitted.
- 28.04 The time limits as set out in this Article may be extended by mutual agreement.
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**Article 29**  
**HEALTH AND SAFETY COMMITTEE**

- 29.01 The Company shall establish a Joint Committee for the purposes of Health and Safety and locomotive cab conditions.
- 29.02 The Health and Safety Committee will be made up of at least one (2) members from management and two (2) members from the Union and/or employees.

The H&S Committee mandate shall be as follows:

- a.) The Committee shall meet monthly and shall consult about and make recommendations to the Company concerning the furtherance of Health and Safety measures. The employee representatives will be paid in accordance with this Agreement for the time spent on Committee business but such time will not be used in computing overtime.

**Article 30  
MATERIAL CHANGE**

30.01 The Company agrees to provide the Union in writing, at least ninety (90) days notice of any intended technological change that:

- a) Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b) Alters significantly the basis upon which the Collective Agreement applies.

Where the Company has less than ninety (90) days notice of any intended technological change, the Company will notify the Union as soon as possible at such time the Company has written confirmation of such changes.

When such notice is given, the Company will meet with the Union at least thirty (30) days prior to the date the changes will be implemented and discuss the potential adverse effects on employees. (By way of example only, such discussions may include training and/or transfer opportunities, severance opportunities, work distribution, job and/or income protection, etc.)

**Article 31  
TRAINING**

31.01 The Company will establish a Joint Training Taskforce that will be comprised of at least two (2) members of the Union and two (2) members of the Company. The anticipated purposes of the Joint Training Taskforce will be to:

- a) Identify those areas in which training needs to be done;
- b) Make recommendations to ensure fair, adequate and proper training is provided;
- c) Designate employees to provide efficient on the job training for employees;
- d) Monitor a trainee's performance during their training period with the aim of providing assistance and support to those who may be experiencing difficulties, and to assist in such a matter that in the end, will see such people successfully complete the training initiatives;

- e) Assess and review trainees' performance and determine their overall skills, suitability and adaptability for the job.

31.02 Employees designated to train or familiarize employees will receive a trainer's allowance of \$25.00 per tour of duty.

**Article 32  
DISCRIMINATION AND HARASSMENT**

32.01 a.) It is agreed by the Company and the CAW that there shall be no discrimination or harassment toward an employee based on the employee's age, marital status, race, colour, national or ethnic origin, political or religious affiliation, sex, family status, pregnancy, disability, Union membership or sexual orientation.

b.) It is agreed that the term *discrimination* and *harassment* as used in this Article, shall be defined and interpreted in the Canada Human Rights Act.

32.02 Notwithstanding the above, the parties agree based on experience, that certain employees misunderstand the legal concepts of harassment and/or discrimination. In order to avoid any confusion, the Company and the Union agree that the actions of a supervisor or management personnel telling employees "to get back to work" or to perform their assigned duties, do not in and of itself constitute harassment or discrimination.

**Article 33  
PRINTING OF AGREEMENT**

33.01 Effective the first of the month following ratification of this Agreement, the Company agrees to undertake the responsibility for the printing of this collective agreement in booklet form within sixty (60) days of signing the Master Agreement. Updates will also be printed as may be required. A copy of this collective agreement in electronic form will be provided to the Regional Representative of the Union.

33.02 A copy of this collective agreement will be supplied to all employees.

**Article 34  
DURATION OF AGREEMENT**

34.01 This Agreement is in full settlement of all issues raised by either party on or subsequent to the Union's formal notice to commence collective bargaining dated September 9, 2009.

34.02 This Agreement shall remain in full force and effect until December 31, 2012, and thereafter, subject to one-hundred and twenty (120) days notice in writing by either party to this Agreement of their desire to revise, amend or terminate this Agreement.

Signed at Edmonton, Alberta this **18<sup>th</sup>** day of **February**, 2011.

**FOR THE COMPANY:**

**FOR THE UNION:**

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**(Sgd) Kim Madigan**  
Sr. Vice President, Human Resources

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**(Sgd) Barry Kennedy**  
President  
CAW-Canada, National Council 4000

# **APPENDICES**

## **Appendix A**

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy:

As of the date of ratification of this agreement, the parties agree that the following terms of reference will apply in respect to the establishment of seniority and the creation of seniority lists:

- 1) Employees in the service of the Company and whose names appear on separate seniority lists for Conductor, Locomotive Engineer and Assistant Conductor will continue to be maintained as long as these employees remain in the service of the Company. Seniority preference under this agreement will be administered for these employees on the basis of their individual seniority dates in each classification.
- 2) Current employees not presently qualified as locomotive engineer at ratification of this agreement will establish seniority ahead of new employees at any time subsequent to ratification of this agreement provided they qualify at the first opportunity.
- 3) Any new employees hired after the ratification of this agreement will establish one seniority date as per the application of Article 4.01 of this agreement. Seniority preference under this agreement will be administered for these employees on the basis of this one seniority date and the employee's qualifications to fill a particular position.
- 4) In the application of Article 4.09 of this agreement, supervisory employees whose names appeared on the seniority lists as of the initial (first) date of ratification of this agreement on May 30, 2003, continued on the respective seniority lists without forfeiture of seniority. However, in keeping with the provisions of Article 4.09, seniority was only maintained for a period of 180 calendar days from the date of the first ratification of this agreement provided the employee displaced to a position covered by the agreement during that period. In the event the employee did not displace during the 180 calendar day period, seniority was frozen from the date of the first ratification of this agreement on May 30, 2003.

Should these employees return to a position covered by this agreement, seniority dates will be those indicated on the seniority list which is properly determined by moving ahead the actual number of days between the date that seniority is frozen and the date the employee exercises seniority in the bargaining unit.

- 5) Employees initially hired for part-time work will establish seniority under this collective agreement pursuant Articles 4.01, 4.02, 4.03 and 4.04 herein. Work that is to be performed by the Transportation Group will be done so with the use of full time assignments in accordance the terms of Article 5.04 herein. Consistent with this principle, the Company

may employ part-time employees to supplement the normal work force as required. It is understood that part-time employees shall not be utilized so as to replace or avoid full time assignments. Part time employees will be utilized in conformance with the following:

- a) To perform less than forty hours work in the work week;
- b) Utilized in circumstances of peak periods where regularly assigned, full time employees are not available;
- c) When full time employees are absent from their regular assignment and the spareboard and overtime board is exhausted;
- d) When work is required to be performed on a day or time that is not part of any full time assignment.

Employees who are viewed as part-time employees given the above examples of this Article, seniority entitles them to hold full time work.

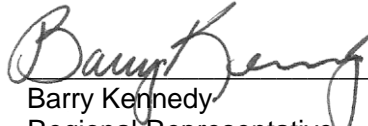
Signed at Grande Prairie, Alberta this **24<sup>th</sup>** day of **November** 2006.

FOR THE COMPANY:

FOR THE UNION:



Howard Goodman  
Sr. Vice President  
Savage Alberta Railway



Barry Kennedy  
Regional Representative  
CAW National Council 4000

## Appendix B



Savage Alberta Railway, Inc.  
6340 South 3000 East #600  
Salt Lake City, Utah 84121

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy:

During our recent round of collective agreement negotiations, the Union submitted a demand concerning the Company's obligations to provide for a suitable working environment in the cabs of diesel locomotives, particularly those that are intended for leading service at Savage Alberta Railway.

Specifically, the Union proposed incorporating provisions within the collective agreement that highlighted locomotive cabs being equipped with various appliances that are necessary to ensure a proper, safe working environment for Transportation employees. These appliances must be in operable condition when dispatched from the Company's shop track facilities, and expected to remain in operable condition during the course of the crew's tour of duty.

These appliances include: adequate insulation and heating for the operating climate of Northern Alberta; seating that will provide proper comfort and healthy support; operable toilet facilities, fresh supply of water provided for each tour of duty; and a refrigerator and hot plate and/or microwave to be included as part of the cab's equipment.

The parties held considerable discussion on the issue locomotive cab conditions.

The Company reiterated to the Union that it remains our intent to provide a suitable working environment in the cabs of diesel locomotives, particularly those used for leading service.

We agreed that from this point forward, on an ongoing basis, the subject of locomotive cab conditions is appropriate for discussion within the mandate of the Health and Safety Committee. Accordingly, we have agreed to amend Article 29 (Health and Safety Committee) to make reference to consultation, discussions and recommendations on locomotive cab conditions during Health and Safety Committee meetings.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

## Appendix C

  
Savage Alberta Railway, Inc.  
6340 South 3000 East #600



July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy:

This refers to our negotiations on this collective agreement for the Transportation Group at Savage Alberta Railway, whereas discussions were held concerning the proper understanding of train assignments as they are bulletined by the Company. This letter is a clarification to our mutual understandings.

Road service assignments may be assigned to work eight (8), ten (10), and twelve (12) consecutive hours as a tour of duty, of which is worked in turn-around service. It is also agreed between the parties that Road service assignments scheduled to protect service between Winniandy (Grande Cache) and Swan Landing, and between Grande Prairie and Winniandy (Grande Cache), will be assigned to work sixteen (16) consecutive hours as a single tour of duty in turn-around service.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

## Appendix D

**SAVAGE**<sup>®</sup>  
Savage Alberta Railway, Inc.  
6340 South 3000 East #600  
Salt Lake City, Utah 84121

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy:

During negotiations on this collective agreement for the Transportation Group at Savage Alberta Railway, the Union expressed concern about management employees or contracted employees occasionally engaging in work currently and traditionally assigned to running trade employees, employees who are members of the CAW Bargaining Unit. Such work includes, but is not limited to: operating trains, movement of locomotives, and performing switching in railway yards.

In view of these concerns, the Union submitted a demand to incorporate a new Article into the collective agreement that protects the duties that are currently and traditionally performed by employees assigned to their bargaining unit.

The Company agreed with this proposal and a new provision has been established in the collective agreement hereafter referred to as Article 2.02, which states:

“No persons other than members of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) who are governed under this collective agreement shall engage in any work normally performed by members of this bargaining unit.”

Notwithstanding the incorporation of Article 2.02 in the collective agreement as well as acknowledging the Union’s objective to protect the integrity and work of its membership, the Company expressed its continued need for Savage Alberta Railway, as a shortline carrier, to retain the ability to respond quickly to meet customer service requirements in the most efficient manner possible. We maintain that it is not our intent or desire to have management personnel or contracted employees operating trains.

This letter will serve to commit to you that, except in cases of emergency or temporary urgency, where no other qualified employees are immediately available, Managers, Supervisors, contracted employees, non-unionized employees or other employees at Savage Alberta Railway who may be from other collective bargaining units, shall not normally engage in work currently and traditionally assigned to this bargaining unit.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

## Appendix E

  
Savage Alberta Railway, Inc.  
6340 South 3000 East #600

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy:

This refers to our negotiations on this collective agreement for the Transportation Group at Savage Alberta Railway, whereas discussions were held concerning the application of Article 5.05.

The Company and the Union agree that in the application of Article 5.05 of the collective agreement (Compressed Work Week), the hours of service for employees assigned to Yard service will be limited to a maximum of ten (10) hours during the winter months which for the purposes of this agreement, extend from the assignments first regular working day following the assigned rest days in the first week of every November, up to the last regular scheduled work day of the final work week in March of every year. This agreement is due to the conditions that exist during the winter months.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

## Appendix F

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy:

During our 2005/2006 negotiations on this collective agreement for the Transportation Group at Savage Alberta Railway, a new Article 2.02 was incorporated to recognize the exclusive duties currently and traditionally performed by running trade employees of the CAW Bargaining Unit. The parties also agreed to amend Appendix 'D' of the collective pursuant the Company's letter addressed to the Union dated June 30, 2006.

During our negotiations on these items, much discussion was held on the intent of "Temporary Urgency" as defined in Article 1.06 of the collective agreement.

Pursuant with these discussions, the parties have agreed that "Temporary Urgency" may also encompass infrequent situations where the Company is faced with an unintentional manpower shortage resulting in peak traffic volumes or abnormal customer requirements where regular bargaining unit employees or assignments are not readily available.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

## Appendix G

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy:

During negotiations on this collective agreement for the Transportation Group at Savage Alberta Railway, the Union submitted a demand to amend Article 19.03 of the collective agreement wherein the Company would provide the Union's Local Chairpersons with copies of all Change of Card bulletins five (5) days prior to the bulletins being issued to employees.

The Company agreed with this proposal and Article 19.03 has been amended accordingly.

Notwithstanding, the Company expressed concerns to the Union that the five (5) day time frame to provide such copies may, in some cases, not be met, perhaps due to last minute operational decisions in scheduling of assignments, as an example.

In that the rationale of this change is intended to allow the parties time to discuss potential bulletin discrepancies, should the Company find itself not being able to provide five (5) days advance notification of all bulletins, the parties agree, if deemed necessary by the Union, to postpone the effective date of Change of Card not more than seven calendar days to take effect the immediate Sunday as set out in Article 19.02.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

## Appendix H

**SAVAGE**  
Savage Alberta Railway, Inc.  
6340 South 3000 East #600  
Salt Lake City, Utah 84121

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Sir:

During negotiations on this collective agreement for the Transportation Group at Savage Alberta Railway, the parties agreed to the provisions established under Article 26.01 herein.

This Article establishes that minor incidents may be examined and discussed with employees without the necessity of a formal investigation and reviewed as quickly as possible by the proper officer of the Company with the employee concerned. The purpose of this process is to assist in the early identification and correction of unacceptable behaviour.

It is understood that these are minor incidents where it is preferred that behaviour is modified before it worsens, and where discipline is not warranted. This letter will confirm our understanding that the Company will utilize this informal process only in situations where a corrective letter or corrective interview is warranted. If the situation is such that warrants some degree of more formal discipline, the Company will offer the employee Union representation and may conduct an investigation pursuant to Article 26.04.

The Company also agreed to meet within ninety (90) days following ratification of this agreement to discuss the implementation of a revised corrective disciplinary process and policy following ratification, and will provide the Union with written details on how it will be administered.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

## Appendix I

**SAVAGE**  
Savage Alberta Railway, Inc.  
6340 South 3000 East #600  
Salt Lake City, Utah 84121

July 19, 2006

Mr. Barry Kennedy  
Regional Representative  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Sir:

During negotiations on this collective agreement for the Transportation Group at Savage Alberta Railway, the Union submitted demands on establishing a Critical Incident Program at Savage Alberta Railway.

The Company recognizes the importance of handling critical incidents in an appropriate fashion, and conducive to the severity of such incidents.

The Company agrees to meet the Union within ninety (90) days following the ratification of this agreement to discuss the implementation of a Critical Incident Program. The Company will not withhold reasonable recommendations made by the Union in this regard. Once established, the Company will provide the Union with written details on how the program will be administered. In the interim, the Company encourages the Union to utilize the Company's Health and Safety Committees in this regard.

Sincerely,

Howard Goodman  
Senior Vice President  
Savage Alberta Railway

# ADDENDUMS

## Addendum 1



### **People**

**Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4**

### **Personnel**

**Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4**



February 18, 2011

Mr. Barry Kennedy  
President  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

During the recent round of bargaining, the union submitted a proposal to modify various provisions of the collective agreement related to the bulletining of assignments. The union's main concern centered on the fact that assignments are being bulletined without any specifics regarding the type of work that would normally be performed by the assignment. The union recognized that, while other work may be required by the assignment based on operational needs, the usual work that is required by the assignment on a day-to-day basis should be specified in bulletins to allow employees an opportunity to bid assignments by preference based on their seniority. The union also stated that the practice of identifying assignments specifics was done in the past but had recently been discontinued.

As discussed during bargaining, the Company's concern with providing specifics (other than a start time and location) was the inference that only the duties specified within the bulletin could be performed thereby reducing flexibility and customer service. The union advised that it was not their intention to do so and that their request to have assignment specifics identified was to provide employees with information regarding the usual work required by the assignment, recognizing that other duties may be assigned as required.

Based on the foregoing understanding, when assignments are bulletined, the details regarding the type of work required on a usual basis will also be included in bulletin.

I trust this addresses the unions concerns.

Yours truly,

(Sgd) Joe Torchia

for: D. Ryhorchuk  
Assistant General Manager

## Addendum 2



### **People**

**Canadian National  
Box 8100  
Montreal, Quebec, Canada  
H3C 3N4**

### **Personnel**

**Canadien National  
C.P. 8100  
Montréal (Québec) Canada  
H3C 3N4**

February 18, 2011

Mr. Barry Kennedy  
President  
CAW-Canada, National Council 4000  
14923 -107 Avenue  
Edmonton, Alberta T5P 0X8

Dear Mr. Kennedy,

During the recent round of bargaining, the Union had a concern regarding the filling of vacancies and relief work. Article 21.01 of the collective agreement provides as follows:

“21.01 Spareboards will be utilized to perform all relief and extra work of eight hours duration or more.”

The concern expressed by the Union was that there have been occurrences where the Company did not utilize a spareboard employee to perform work of less than eight hours duration and instead utilized a regularly assigned employee. This will confirm the parties understanding that when relief or extra work is required, the use of a spareboard employee is not precluded.

Yours truly,

J. Torchia  
Director, Labour Relations