

COLLECTIVE AGREEMENT NO. 101

Between the

Canadian Pacific Railway Company

and the

National Automobile, Aerospace, Transportation
and General Workers Union of Canada (CAW-CANADA)
Local 101

in respect of rates of pay, work hours and
conditions of service, for all classifications
represented by the CAW-TCA Canada, Local 101.



CAW  TCA
CANADA
Local 101 / Section Locale 101

January 1, 2008

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RULE 1

HOURS OF WORK AND MEAL PERIOD

- 1.1** Except as otherwise provided herein eight (8) hours shall constitute a day's work. All employees coming under the provisions of this schedule, except as provided for in Rule 9, shall be paid on the hourly basis.

Road Electricians and Road Electricians' Helpers shall not be paid extra for time worked in excess of eight hours per day, but no time shall be deducted unless an employee lays off of his own accord.

Road Electricians and Road Electricians' Helpers shall not be required to work in excess of normal working hours except as may be necessary to meet emergencies or the requirements of traveling to and from outlying points.

WORK HOURS FOR OGDEN AND WESTON SHOPS

- 1.2** Where one shift is employed, except Saturdays and Sundays, the starting time shall be 8:00 a.m., unless otherwise mutually agreed, working eight (8) consecutive hours, with an allowance of a 20 minute paid meal period with in the limits of the fifth hour.
- 1.3** Where two shifts are employed the starting time of the shift other than the day shift shall be 4:00 p.m. or 12:00 midnight, working eight (8) consecutive hours, five (5) nights per week with an allowance of twenty (20) minutes for lunch within the limits of the fifth hour. Such starting times may be changed by mutual agreement.
- 1.4** Where three (3) shifts are employed, for those employees working on three shift basis, the starting time of the first shift shall be as may be mutually agreed and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.
- 1.5** At main shops shifts shall be designated within a 24-hour period as follows:
- (i)** Midnight shifts shall be recognized as the first shift.
 - (ii)** Day shifts shall be recognized as the second shift.
 - (iii)** Afternoon shifts shall be recognized as the third shift.
- 1.6** The starting time must be uniform for all employees on each shift, except as may be mutually agreed.

WORK HOURS FOR RUNNING WORK

- 1.7** Where three eight (8) hour shifts are worked, the hours for commencing duty shall be between 7 a.m. and 8 a.m., 3 p.m. and 4 p.m., and 11 p.m. and midnight. The Company shall discuss any change in existing hours of work with the duly authorized local representative of the Union.
- 1.8** At running points, shifts shall be designated within a twenty-four hour period as follows:
- (i)** Midnight shifts shall be recognized as the first shift;
 - (ii)** Day shifts shall be recognized as the second shift;
 - (iii)** Afternoon shifts shall be recognized as the third shift.
- 1.9** Where one or two shifts per twenty-four hours are worked: Day work - 8 hours between 7:00 a.m. and 5:00 p.m. Night work - 8 hours between 7p.m. and 7 a.m. Prior to the notice, the Company shall discuss any change in existing hours of work with the local representative.
- 1.10** The starting time for any portion of the staff working on a one or two shift basis at any point may be arranged to commence within the limits named. Prior to the notice, the Company shall discuss any change in existing hours of work with the local representative.
- 1.11** The starting time for each employee shall be fixed and shall not be changed without at least twenty-four hours' notice. Prior to the notice, the Company shall discuss any change in existing hours of work with the local representative.
- 1.12** Where one, two or three shifts are employed, a meal period of twenty (20) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. By agreement between the representatives of the Company and the recognized representatives of the Union, it may be arranged to extend the meal period to thirty (30) minutes or one (1) hour for the employees on the day shift, the period in addition to twenty (20) minutes to be without pay.
- 1.13** It is recognized that all employees in the same train yard should work the same number of hours per week.
- 1.14** When at a particular point the regular arrival or departure times of trains make these hours not appropriate to the requirements of the service a regular assignment of the necessary number of employees may, subject to mutual agreement between the Regional Union Representative and the proper officer of the Company, be arranged to meet these local conditions.

RULE 2

OVERTIME

- 2.1** All overtime continuous with regular hours or regularly assigned or bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.
- 2.2** Double time shall apply after an employee has actually performed 16 hours' service in any 24-hour period computed from the time the employee actually commenced work. In supplementary service (Rule 6) straight-time rates will again become effective at the starting time of the employee's regular shift.
- 2.3** Except as otherwise provided, work in excess of forty (40) straight time hours or five (5) days in any work week shall be considered overtime and paid at one and one-half times the basic straight time rate, except where such work is performed by an employee due to moving from one assignment to another or to or from a laid-off list.
- 2.4** There shall be no overtime on overtime; neither shall overtime hours paid for or credited, other than hours not in excess of eight paid for or credited on holidays or for changing shifts, be utilized in computing the forty hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
- 2.5** The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.
- 2.6** Should the Union raise a concern such that there is an ongoing high level of overtime worked at certain facilities, a meeting will be arranged and the parties will discuss in good faith, the concerns raised.

WORK ON ASSIGNED REST DAYS/TIME OFF IN LIEU OF OVERTIME

- 2.7** Employees may elect time off for overtime worked in lieu of payment at time and one-half. A maximum of 32 hours at the time and one-half rate may be accumulated at any given time for the purposes of time off and a maximum of 40 accumulated straight time hours may be taken as time off in any given instance. While the accumulation and taking of time off in lieu to payment at the overtime rate must be mutually agreed to between supervisors and employees, the final

determination will be at the discretion of the supervisor according to the requirements and exigencies of the service.

Employees shall not be entitled to receive payment from banked overtime for absences where mutual agreement has not been reached.

Requests for time off under this rule shall not be arbitrarily refused and may be appealed by the Regional Representative of the Union to the appropriate District Manager.

An employee who accumulates overtime to be taken as time off may later elect to be paid for such overtime rather than take it as time off.

- 2.8** The overtime period for assigned rest days shall be from the conclusion of the employee's regular work week until the starting time of his regular work week.
- 2.9** Sunday work shall be required only when absolutely essential to the continuous operation of the Company.

RULE 3

ASSIGNMENT OF REST DAYS

- 3.1** Except as may be provided in Rule 9 (and 52.10A to 52.16A inclusive, concerning Carmen One Man Points), employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive. Preference shall be given to Saturday and Sunday, then to Sunday and Monday and then to Friday and Saturday. The work weeks may be staggered in accordance with the Company's operational requirements.
- 3.2** In any dispute as to the necessity of departing from granting rest days other than those outlined in Rule 3.1, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements.

RULE 4

RELIEF ASSIGNMENTS

- 4.1** All possible regular relief assignments with five (5) days' work per week and two (2) consecutive rest days shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.

- 4.2** Where situations exist making it impracticable to establish relief assignments in accordance with the above, the officers of the Company and the Regional Union Representative may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable.
Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.
- 4.3** Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the employee or employees relieved.

RULE 5

OVERTIME AND CALLS

- 5.1** For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one (1) hour at straight time rates for any such service performed.
- 5.2** Employees shall not be required to work more than two (2) hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to twenty (20) minutes at time and one-half.
- 5.3** Employees called or required to report for work and reporting but not used will be paid a minimum of three (3) hours pay at the prevailing overtime rate.
- 5.4** Employees called or required to report for work and reporting will be allowed a minimum of three (3) hours at the prevailing overtime rate for three (3) hours work or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays in train movement.
- 5.5** Tradespersons and their helpers, including coach cleaners, required to attend scheduled passenger trains, or sections thereof, for inspecting, watering, cleaning, and putting on supplies, outside of regularly assigned working hours will be allowed a minimum of two hours at straight time rates.
- 5.6** Employees will be allowed for services performed continuously in advance of the regular working period a minimum of two (2) hours at straight time rates – the advance period to be not more than one (1) hour.
- 5.7** The right of an employee to go for a meal after having performed an hour's work after the completion of his regular shift is unquestioned. Should an employee

continue to work for more than one (1) hour without going to meal this shall not debar him from being allowed to go for a meal thereafter.

- 5.8 Employees called or notified to return for work in other than their regular assigned hours will, on responding to calls, be advised the emergency for which called. This will not, however, prevent employees being used for other emergency work which might develop subsequent to the time called.
- 5.9 Employees shall not be required to attend formal investigations outside their regular working hours except in extenuating circumstances and not even then if the employee has advised, in advance of such formal statement, of his/her inability to remain beyond regular working hours.
- 5.10 Insofar as practicable helpers shall not be employed or advanced temporarily to do mechanics' work -- when mechanics are available -- to avoid the necessity of payment for overtime.

WORK ON SATURDAYS AND SUNDAYS

- 5.11 Employees regularly assigned to work on Saturdays and Sundays or those called to take the place of such employees, will be allowed to complete the balance of the day, unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

WORKING DURING MEAL PERIOD

- 5.12 Employees required to work during meal period shall receive pay at the rate of double time on the minute basis, but will be relieved the necessary time (without pay) to procure meal.

This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefore.

EQUALIZING OVERTIME

- 5.13 (a) When it becomes necessary for employees in a classification to work overtime they shall not be laid off during regular working hours to equalize the time.

At points where there are sufficient numbers, employees shall not (except as provided for in Rule 5.11) work two (2) consecutive rest days (holidays to be considered as rest days).

All overtime shall be distributed equally. (see Appendix 1). The Company shall keep records of all overtime worked and by whom it was worked. Such records of overtime worked shall be updated on a weekly basis, using a computerized

spread sheet program or other means where not available. These records shall be provided to the duly authorized local union representative.

In situations of overtime the need for immediately qualified employees is recognized by the parties. Employees will not be denied overtime opportunities in situations where very little familiarization is required.

All hours worked on a general holiday, (except when regular position(s) or otherwise required to protect the holiday), overtime hours worked in supplementary service (Rule 6), and general shop/terminal overtime shall be included in the equalization of overtime.

Overtime in Supplementary Service shall first be available to employees awarded positions in such service or to employees on Supplementary Service spare boards as governed by the appropriate rules.

At the end of each calendar year, overtime hours worked as recorded on the equalization lists and supplementary overtime board(s) shall be rationalized in the following manner:

- (i) the employee with the lowest hours shall have his/her hours reduced to zero
- (ii) all other employees shall have their total recorded hours reduced by an amount equal to the amount reduced in (i) above.

Note: See Appendix 55.

Employee(s) temporarily promoted to an official or excepted position will have all hours over 80 hours per pay period charged against their respective name(s) on the overtime equalization list upon returning to the bargaining unit.

The Company and the Union Representatives shall jointly investigate situations or circumstances where employees have been denied overtime opportunities and arrange for mutually satisfactory solution where required.

- (b) Employees transferring between terminals shall carry their overtime hours worked on the equalization list from the old terminal to the new terminal equalization list.

Employees returning to service after being absent from the workplace due to sickness, injury, leave of absence or layoff shall not have their overtime hours on the equalization list adjusted other than being rationalized at the end of a calendar year as provided for in Rule 5.14.

Employees required to exercise seniority to a different seniority list at a terminal shall carry their overtime hours worked on the equalization list from the old seniority list to the new seniority list.

New hires will be assigned the hours equal to the highest in their respective group.

Apprentices or Trainees, when coming out of their time, shall not have their overtime hours on the equalization list adjusted other than being rationalized at the end of a calendar year as provided for in this rule.

CHANGING SHIFT

- 5.14** Employees changing from one shift to another and commencing work within 24 hours of original starting time, will be paid overtime rates for the first shift at each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This will not, however, involve the payment of punitive overtime rates to employees changing off where employees work alternately on stated shifts, to employees changing positions under the exercise of their seniority rights, nor to employees in regular relief service.
- 5.15** Where there are temporary vacancies of more than three days, the Company must call laid off employees who are qualified and are laid-off in the terminal where such vacancies exist. For the purpose of this provision a laid-off employee is an employee who is not working at that time. This provision applies to planned overtime only.

RULE 6

SUPPLEMENTARY SERVICE

Supplementary Service, Emergency Calls and Wrecking Service shall continue to be handled by the employee classifications presently performing this work

- 6.1** At locations where employees are required to protect supplementary service such as Conventional Auxiliaries, Road Repair Vehicles, Hi-Rail Cranes and other equipment assigned to such service, there shall be a regular list and a spare list for each service. Where practicable, employees will be permitted to hold a position in only one such service at any one time.

Employees assigned to supplementary service shall be paid in accordance with Rule 6.

- 6.2** All time working, waiting and traveling shall be paid for at straight time rates for straight time hours and time and one half for the first eight hours of overtime. Actual hours worked in excess of sixteen hours in any twenty-four hour period shall be paid at double time rates. Double time rates shall not apply to

employees on conventional auxiliaries while waiting or traveling, however travel time on Road Repair Vehicles and Hi-Rail Cranes shall be at the appropriate rate of pay as though working. In no case shall employees be paid for a total of less than 8 hours in each 24 hour period (exclusive of Rules 6.5 and 6.6 when such irregular service prevents the employees from making their regular daily hours at home station).

- 6.3** Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed.
- 6.4** Employees will be called as nearly as possible one hour prior to departure time. Employees who are called for supplementary service who, upon reporting for duty are not sent out of the terminal will be paid a minimum of 4 hours at straight time rates. This rule shall not apply to employees already on duty. The minimum of three (3) hours at overtime rates for a call as provided in Rule 5 does not apply to supplementary service under this Rule 6.
- 6.5** If held away from home terminal over night, employees will be called one hour prior to commencing duty. Payment shall be at time and one-half of the basic rate.
- 6.6** When employees engaged in supplementary service are held away from home terminal over night, they will be allowed one hour at time and one-half of the basic rate after arrival at the designated lodging facility/boarding car to secure a highway vehicle (where applicable), clean up and eat.
- 6.7** After the first 24 hour period in supplementary service all employees so assigned shall be considered to have been assigned hours of 0800 to 1600 hours.
- 6.8** Employees working on a holiday which is the employees regular work day shall be paid in accordance with rule 46.
- 6.9** Employees engaged in supplementary service shall be entitled to 5 hours undisturbed rest following the completion of their first 24 hours on duty on the wreck site and in addition such employees shall be entitled to 5 hours undisturbed rest during each 24 hour period thereafter.

If during the time the employees engaged in supplementary service are relieved from duty and permitted to go to bed for 5 hours or more, such relief time will not be paid for provided suitable sleeping accommodation is available.

For the purposes of this Rule 6.9 only, undisturbed rest shall be defined as rest which has not been interrupted by switching or by being awakened by an officer of the Company.

CALLING PROCEDURE AND ADMINISTRATION

- 1) A wall mounted calling board or electronic calling board shall be installed in the designated calling office. Where an electronic calling board is utilized, printed copies of up-to-date calling list shall be posted.
 - 2) The names and telephone numbers of the regular crew members shall be arranged in seniority order on the top half of the board or shall be electronically displayed.
 - 3) The bottom half of the board or the electronic display shall contain the designated spare list, and shall identify the names and telephone numbers of the spare crew members and will also be arranged in proper calling order, that is the employee with the lowest hours being first out in all instances to ensure equalization of overtime on a regular basis.
 - 4) In the event that a regular crew member is absent due to sickness, vacation, bank time, bereavement leave, jury duty or leave of absence, such employee's name is to be removed from the list and replaced by the senior employee indicated on the spare list.
 - 5) It is the responsibility of all crew members to ensure that their name is returned to the calling board upon their return to service.
 - 6) At each location a representative from the Company and from the Union will cooperate to maintain the calling lists in a mutually satisfactory manner.
- 6.10** Vacancies in positions on the regular or spare list shall be bulletined to employees at the point where protection is required within the seniority terminal. Subject to qualifying, the allotment of positions will be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail. Local Committee to be consulted in each case.
- 6.11** Employees assigned to protect a position on a regular list or assigned to a spare list will be required, except as provided in clause 6.12 and 6.14 of this rule, to be available for call and able to report for duty within one hour at all times. If availability requirements differ for a particular service, the requirements will be indicated in the bulletin. A standard call procedure shall be established at each location by agreement between Local Officers and the Duly Authorized representative(s), and such procedures shall be in accordance with the calling procedures as prescribed in Rule 6.9.
- 6.12** In the event that an employee assigned to protect a position on a regular list or on a spare list desires to be released temporarily from the requirements to be available, such an employee will be granted the release provided there are

sufficient qualified employees available from the regular list and/or spare list concerned to adequately protect the service.

- 6.13** Employees assigned to spare lists shall be called, for the respective supplementary service as required. In order to equalize overtime to the extent possible, such spare employees, when required, shall be called from the spare list, on a basis of the employee with the lowest hours being first out in all instances to ensure equalization of overtime.
- 6.14** It is understood that an employee will not be subject to call after the termination of such employee's last shift worked prior to vacation, until the commencement of the first shift worked following the employee's vacation. Such an employee will advise his/her supervisor 24 hours in advance of vacation commencement. Additionally, an employee whose work in supplementary services carries into his/her vacation period shall, provided relief is available, have the option of commencing vacation or continuing to work in supplementary service for the duration of that assignment. If such employee elects to commence vacation he/she will do so as soon as relief is provided. If such employee elects to continue to work on the assignment, he/she will not be entitled to penalty payments for rescheduled vacation under the terms of rule 47.1.12 of the Collective Agreement.
- 6.15** Employees engaged in supplementary service shall not be required to work more than 6 hours after arriving at the scene without being permitted to go for meals, except in cases where there is a danger to human life in which case the work will not be interrupted. Hot meals will be provided, unless not otherwise available.
- 6.16** Employees returning from supplementary service who commenced such supplementary service prior to the 8 hour period immediately preceding the starting time of their regular assignment at their home location, and who because of such service has been unable to secure 5 hours rest immediately prior to the starting time of their regular assignment at their home location, shall be accorded 5 hours rest without loss of pay before being required to report on their regular assignment at home location. Such 5 hours shall commence from the time employees are released from supplementary service at their home location except that time allowed for rest while traveling with the auxiliary shall be included in the calculation of rest time under this Clause.
- 6.17** Upon completion of supplementary service, employees who have been on continuous duty for 10 hours or more shall be allowed up to 5 hours rest prior to being required to drive a motor vehicle to home location.
- 6.18** When the equipment specified in Article 6.1 is dispatched in supplementary service, the respective crew to the degree necessary, shall accompany same.

- 6.19** It is understood that this agreement does not guarantee that all employees assigned to supplementary service at any point will be called in each instance. Only sufficient number of employees to meet the particular needs of any supplementary service will be called.
- 6.20** In instances of restoration of rail service following a derailment, if the Company rents/leases equipment or services, the Company will assign two (2) Carman to the site per piece of equipment owned or rented/leased (excluding equipment used to handle lading or ground preparation). However, if more than two (2) pieces of owned or rented/leased equipment are required at a site, the Company shall determine the staffing requirements, if any, for such additional piece (s) of owned or rented/leased equipment over two. When there are 8 or more pieces of equipment at a site, at least 6 Carman will be assigned. The Carman assigned may not necessarily be worked as groundsmen, but will, in all circumstances, be involved in productive tasks associated with the restoration of service.
- 6.21** When new technology is to be implemented which involves supplementary service equipment the respective Regional Union Representative representing the terminal involved shall be notified. When such technology is introduced in a given terminal, on Company owned or leased equipment operated by employees, related training will be provided to employees assigned to supplementary service, pursuant to Rule 31.4.

RULE 7

TEMPORARY TRANSFERS

- 7.1** Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop will be paid continuous time from time ordered to leave home station to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and for all other time, whether waiting or traveling. If on arrival at the outlying point there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.
- 7.2** While at such outlying point they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours for each day.
- 7.3** Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed.
- 7.4** On the return trip to the home station, straight time for waiting or traveling will be allowed up to the time of arrival at the home station.
- 7.5** If required to leave home station during overtime hours, they will be allowed one (1) hour preparatory time at straight time rate.

RULE 8

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RULE 9

ROAD WORK EMPLOYEES PAID 181.3 HOURS PER FOUR-WEEK PERIOD

- 9.1** Employees regularly assigned to perform road work and paid on the basis of 181.3 hours per four-week period shall not be paid less than the minimum hourly rate established for the corresponding class of employee coming under the provisions of this Collective Agreement. The salary for the 181.3-hour, four-week period is arrived at by multiplying the hourly rate by 160 straight time hours and 21.3 hours at time and one-half. If required to work in excess of 181.3 hours per four-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period.

If these total overtime hours worked exceed 63.9 (comprised of 21.3 hours x 3 four-week periods) such additional hours worked in excess of 63.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

Note 1: Should an employee take a position paid on the basis of this Rule 9.1, and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

9.2 Employees covered by Rule 9.1 to 9.9 inclusive shall be assigned to work five days per week, their working hours may be mutually arranged to suit conditions and less than 8 hours may be specified for certain days. The sixth day is considered a stand-by day and employees must be available for call for work of an emergency nature or for the maintenance of customer service on such day. The seventh day, Sunday if possible, shall be their regular assigned rest day.

Service on such assigned rest day shall be governed by Rules 2 and 5. Hours paid for on such rest day shall not be included in computing the 181.3 hours per four week period.

Note: Routine service, ordinary maintenance and construction work shall not be considered emergency work.

9.3 Such employees shall be compensated for the general holidays specified in Rule 46.2 in accordance with the provisions of Rules 46.12 to 46.14 inclusive.

9.4 The regularly assigned road employees under the provisions of this Rule 9 may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

9.5 Where meals and lodging are not furnished by the Railway, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

9.6 If it is found that this Rule 9 does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salaries for these positions may be taken up for adjustment.

ROAD, TERMINAL AND WINDSOR STATION ELECTRICIANS

- 9.7 Except as may be otherwise mutually arranged to meet the requirements of the service, an employee assigned to road work shall be allowed to return to his home station at least two days each week.
- 9.8 So far as is practicable, consistent with the requirements of the service, road work employees shall not be required to work on the general holidays referred to in Rule 46.
- 9.9 Road, Terminal and Windsor Station Electricians shall also have designated a sixth day of the work week and should they be required to work on such sixth day other than for an emergency call, they shall be assigned another day off duty instead, without loss of pay.

RULE 10

HOURLY RATED EMPLOYEES AWAY FROM HOME STATION OVER 30 DAYS

- 10.1 Hourly rated employees covered by Rule 7 assigned to perform road work away from their home station for an extended period, over thirty (30) days, will be allowed a reasonable opportunity to visit their home without loss of compensation, not to exceed two (2) working days per month.

RULE 11

TEMPORARILY REPLACING OTHER EMPLOYEES

- 11.1 When employees covered by this Agreement are required to fill the place of another employee for more than one hour, or more than once on a shift, they shall receive the higher rate, if applicable, for all time worked with a minimum of one hour's pay, but if required to fill, temporarily, the place of an employee receiving a lower rate, their rate will not be changed.

RULE 12

WORKING FOREMEN

- 12.1 Official, managerial or supervisory employees shall not be allowed to perform the work of bargaining unit members when the latter are available. This is not intended to restrict the use of working foremen in accordance with established practice at small points.

RULE 13

PROMOTION TO POSITION OF FOREMAN

- 13.1** Employees in the service, if qualified, will be given preference for promotion to position as foremen when vacancies occur.

RULE 14

PROMOTION TO POSITION OF LEADING HAND

- 14.1** When vacancies occur in positions, such as leading hand supervising the work of a gang, such positions shall be bid within the classification in accordance with Rule 23.11 and/or 23.12 of this Collective Agreement. Local Union Representative to be consulted in each case.
- 14.2** A Leading Hand is an employee, having the necessary qualifications and experience in his trade to be able to direct and supervise the work of a group of employees under the supervision of a recognized Assistant Foreman or departmental Foreman

The duties of such Leading Hands are; to carry out instructions of his immediate supervisor as to workmanship on the tasks involved; to supervise tools and other equipment for the gang working under him; to assist his immediate supervisor in the ordering and seeing that material is made available for the work; and where necessary and practicable, to assist in the preparation of time sheets for the approval of supervising Assistant Foreman or Foreman. In other words, the responsibility of a Leading Hand is exclusively confined to the work involved in his gang as a leader and a Leading Hand will not be required to initiate or assess any disciplinary action.

RULE 15

LEAVE OF ABSENCE

- 15.1** When the requirements of the service will permit, employees will be granted leave of absence, not to exceed 90 days, with the privilege of renewal by consent of the Management and the duly authorized Local Representative of the Union. Requests for leave to perform relief work on a National or International basis will be given special consideration.

- 15.2** Any employee engaging in other employment while on leave, except with consent of Management and the duly authorized Local Representative of the Union, shall be considered out of the service.
- 15.3** The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an improper practice and may be handled as unjust treatment under this Agreement.

RULE 16

ABSENCE FROM WORK

- 16.1** In case an employee is unavoidably kept from work he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause must, if possible, advise the Foreman prior to the commencement of his/her shift.

Should an employee be required to leave work prior to the end of his/her shift, permission shall not be unreasonably denied.

RULE 17

DISABLED EMPLOYEES

- 17.1** The Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- 17.2** Cases of this nature will be reviewed on an individual basis by the Company and the Union, taking into consideration the needs of the business and the necessity to provide work assignments which will make a positive productive contribution to the Company's operation. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.
- 17.3** Modified or alternate duties encompass any job, task, function or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform safely.

17.4 In consideration of accommodating a disabled employee the following shall apply in the order listed below:

First, the disabled employee's present position shall be considered for modification,

Second, positions within the disabled employee's classification shall be considered,

Third, positions within the bargaining unit shall be considered,

Fourth, positions outside the bargaining unit shall be considered,

17.5 Any alteration in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties. In situations involving lay-off or recalls from lay-off, the provisions of Rule 23 will have priority over any special arrangements that may have been established to accommodate disabled employees.

17.6 It shall be the responsibility of the Facility Manager and the duly authorized representative of the Union, or their designates, to jointly investigate and find means to accommodate disabled employees.

RULE 18

ATTENDING COURT OR CORONER'S INQUEST

18.1 When attending Court as witnesses for the Company, or a Coroner's Inquest in which the Company is involved, employees will receive pay for all time lost at the home location, with a minimum of 8 hours' time each week day and 8 hours at time and one-half for assigned rest days, whether at home location, away from home or traveling. On holidays specified in Rule 46 employees shall be paid a minimum of eight hours at the appropriate rate. Time and one-half will be paid for traveling during overtime hours, except that there shall be no pay for time spent sleeping when lodging is provided by the Company. Actual expenses will be allowed when away from home location and necessary expenses will be allowed when at home, including transportation when required. In such cases, witness fees or other allowances shall go to the Company.

RULE 19

PAY PROCEDURES

- 19.1** Employees will be paid bi-weekly.
- 19.2** When an employee is short paid more than a half day's pay, a direct deposit will be issued within three working days of an employee's request for payment to cover the shortage. The time specified herein shall be exclusive of Saturdays, Sundays and holidays.
- 19.3** Employees leaving the service of the Company will be furnished with a time voucher covering all time due within 24 hours at points where discharge checks are issued, and within 48 hours at other points, or earlier when possible. The time specified shall be exclusive of Saturdays, Sundays and holidays.
- 19.4** All overtime earned shall be shown as a separate item on the pay cheques of employees.

RULE 20

SHOP CLOSE DOWN

- 20.1** Regular employees, including millwright gang employees, assigned to shop maintenance shall be considered as a subdivision of a department and shall be worked as such on maintenance work during periods when shops are closed down, at straight time rates for straight time hours and overtime rates for overtime hours.
- 20.2** Positions assigned to shop maintenance shall be bulletined in accordance with Rules 23.11 and 23.12 of this Collective Agreement.

RULE 21

DEDUCTION OF UNION DUES

- 21.1** The Company shall deduct on the payroll for the pay period which contains the 1st day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equivalent to the monthly Union dues of the Organization, subject to the conditions and exceptions set forth hereunder.

- 21.2** The amount to be deducted shall be calculated as a factor of the rate of pay as dictated by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-TCA Canada), covering the position in which the employee concerned is engaged. The amount to be deducted shall not be changed during the term of this Collective Agreement excepting to conform with a change in the amount of regular dues of the Organization in accordance with its constitutional provisions. The provisions of this Rule 21 shall be applicable to the Organization on receipt by the Company of notice in writing from the Organization of the basis of the regular monthly dues.
- 21.3** There shall be provision for an annual Skilled Trades premium deduction from the wages due and payable to each employee coming within the scope of that program.
- 21.4** Employees filling positions of a supervisory or confidential nature not subject to all the Rules of the applicable Agreement, as may be mutually agreed between the designated officers of the Company and of the Organization shall be excepted from dues deduction.
- 21.5** Membership in the Organization shall be available to any employee eligible under the constitution of the Organization on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 21.6** Deductions for new employees shall commence on the payroll for the first pay period which contains the 1st day of the month.
- 21.7** If the wages of an employee payable on the payroll which contains the 1st day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 21.8** Employees filling positions coming within the jurisdiction of more than one craft in the pay period in which deduction is made shall have dues deducted for the craft under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.
- 21.9** Only payroll deductions now and hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

- 21.10** The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Organization as may be mutually agreed by the Company and the Organization not later than the 14th day of the month following that in which the dues are deducted.
- 21.11** The Company shall not be responsible financially or otherwise, either to the Organization 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 Organization, 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 Rule shall terminate at the time it remits the amounts payable to the designated officer or officers of the Organization.
- 21.12** The question of what, if any, compensation shall be paid the Company by the Organization in recognition of services performed under this Rule 21 shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.
- 21.13** In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the Companies pursuant to Rule 21.1 of this Agreement, the parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the Organization counsel fees are incurred these shall be borne by the Organization. Save as aforesaid, the Organization shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.

RULE 22

EMPLOYEES REQUIRED TO WORK WHEN SHOP CLOSED DOWN DUE TO BREAKDOWN IN MACHINERY, ETC.

- 22.1** Employees required to work when shops are closed down due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours and overtime for overtime hours.

RULE 23

SENIORITY

- 23.1** A new employee shall not be regarded as permanently employed until he has completed 65 working days cumulative service. In the meantime, unless removed for cause which, in the opinion of the Company renders him undesirable for its service, the employee shall accumulate seniority from the date he entered the classification in the craft, and shall be regarded as coming within the terms of this Agreement.
- 23.2** Basic seniority territory shall be as defined hereunder:

Canadian Pacific Railway -- Divisional Superintendent's
Territory

Note 1 (Rail Car Mechanics):

The Basic Seniority Territory for employees employed on the London Division is as described in the Memorandum of Agreement, dated February 25, 1987, attached as Appendix 13.

Note 2 (former Collective Agreement #34):

For the purposes of promotion and seniority, employees shall be grouped as follows:

- (a) Electricians
Electricians' Helpers Windsor Station, Montreal
- (b) Road Electricians and
Terminal Electricians (former Atlantic Region)
Quebec Division
- (c) Road Electricians and
Terminal Electricians (former Eastern Region)
(Toronto Terminals);
- (d) Road Electricians and
Terminal Electricians; (former Prairie Region)
- (e) Road Electricians and (former Pacific Region)
Terminal Electricians

23. 3 (a) Seniority of employees other than Road and Terminal Electricians covered by this Agreement shall, except as otherwise provided herein and in the craft special rules, be confined to the seniority terminal at which employed and to the date of entry into their respective classifications:

- Blacksmiths
- Boilermakers
- Trades Helpers
- Coach Cleaners
- Crane Operators
- Diesel Mechanic
- Diesel Maintainer
- Electrical Industrial/Construction Workers
- Engine Watchmen (Montreal)
- Industrial Mechanic/Millwright
- Labourers
- Machinists
- Pipefitters
- Railcar Mechanic
- Sheet Metal Workers
- Stationary Firemen
- Tradesperson Trainee
- Apprentice

Except as may be otherwise mutually agreed between the Union and the Company, the Main Shops will be regarded under this Rule 23.3 as separate seniority terminals for the purpose of seniority.

Note: The following shall be considered as main shops: Ogden and Weston

For the purpose of payment of benefits from the Job Security Fund, the existing Operating Department Superintendents' Divisions on CP Rail as of July 1, 1980 will be defined as constituting the Basic Seniority Territory for Road and Terminal Electricians and Helpers employed in the Operating Department on each Business Unit governed by the former Collective Agreement #34.

(b) Establishment of seniority when two employees enter a classification with the same permanent seniority date will be as follows:

1. Date of entry in the classification within the Company.
2. Previous service within the Craft, within the Company.
3. Previous service under former Collective Agreement Nos. 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 34 and 60 within the Company.
4. Previous company service.
5. Date on which application for employment was made.

6. If (5) is the same (occurs on the same date), the employees' names shall be placed on the seniority list as mutually agreed by the proper officer of the Company and the Regional Union Representative.

23.4 Seniority lists shall be updated and posted at the locations of all employees concerned, on or before June 15 and December 15 of each year. A copy of such list shall also be furnished to the duly authorized local representative, the respective Regional Vice-President and the President of Local 101.

23.5 Seniority lists shall be open for correction for a period of sixty calendar days on presentation in writing of proof of error by the employee or his representative to the employee's immediate supervisor. Except by mutual agreement, seniority standing shall not be changed after becoming established by being posted for sixty calendar days following date of issue, without written protest.

Once seniority lists are posted it becomes the employee responsibility to review the lists and advise the Company if any corrections are necessary. This must be done within the 60 calendar days as stated above. Should the Company not be advised of any disputes, within the 60 calendar days, no further corrections will be made. Therefore, if the seniority date is the same as posted on the previous seniority list and no dispute was made, the seniority date will remain as currently posted with no grievances being allowed.

23.6 For employees on layoff, leave of absence, annual vacation, or absence because of illness or injury at the time of posting, the 60 calendar day period shall begin on the date of return to service.

23.7 Employees, other than Road, Terminal & Windsor Station Electricians and those employed in classifications represented by the former IBF&O, at outside points where no immediate supervisor or foreman is located shall be placed on the seniority lists and retain their seniority at the seniority terminal where such immediate supervisor is located who has jurisdiction over such outside points. If not working under the jurisdiction of an immediate supervisor they shall retain seniority at the seniority terminal from which sent.

23.8 An employee temporarily set up as mechanic shall retain and continue to accumulate seniority on the helper's seniority list from which set up while working in the capacity of mechanic. Such a helper will not be recognized as holding any seniority as mechanic. A helper governed by this Rule 23.8 shall not be promoted to the permanent mechanics' seniority list of his craft except as may be provided for in the craft special rules.

23.9 (a) Should it be necessary to hire a mechanic who is not fully qualified, or should it be found after a mechanic is hired that he is not fully qualified, such mechanic shall be discharged from the service immediately he can be

replaced by a qualified mechanic or a suitable helper is available to be promoted to the position of mechanic in training.

- (b)** A newly hired mechanic who fails to pass the qualifying tests (within a maximum of 65 cumulative working days) will be released from the service, or if the exigencies of the service so require such mechanic will be retained in the service up to 130 working days from date of last entry into service. If necessary, this 130-working-day period may be extended by mutual agreement between the proper officer of the Company and the Regional Union Representative.
- (c)** "Fully Qualified Mechanic" shall mean a mechanic who has successfully completed the Company apprenticeship training program or a mechanic who has not completed such apprentice training program but who has, through on-the-job training within or outside the railway industry and/or outside vocational training in his craft, become fully qualified. Mutually agreed upon objective tests shall determine whether or not a mechanic who has not served a railway apprenticeship program in his craft has become a fully qualified mechanic as specified above.

23.10 (a) (i) An employee promoted in the craft to the classification of trainee mechanic, and who, under Craft Special Rules is engaging in a training procedure toward ultimate establishment on the permanent seniority roster of the craft, shall be periodically tested during such training period and, if, at any time, it is found that such employee is not progressing satisfactorily toward the ultimate aim of becoming a fully qualified mechanic in accordance with the definition of a "fully qualified mechanic" as contained in Rule 23.9(c) he shall, subject to Rule 23.10(b) hereof, be required to revert to the group from which promoted, provided there is another employee available who possesses the necessary aptitudes to justify his promotion to mechanic with a view to becoming fully qualified. No employee who is not fully qualified shall be established on the permanent mechanics' seniority list in the craft.

(ii) When necessary the Company will institute training programs after due consultation with the Regional Union Representative. The consent of the Regional Union Representative to such training programs shall not be unreasonably withheld. Employees shall not be promoted or hired to a trainee mechanic position in a craft prior to agreement being reached, by the parties concerned, for the implementation of a training program in the craft.

(b) Except as otherwise provided in the Craft Special Rules an employee who enters the training program and who fails at any stage to meet the requirements of the trade tests in his craft may continue to be employed in the

position of mechanic if necessary to meet operational requirements in accordance with Rule 23.8.

(c) Positions requiring considerable skills, shall, to the extent possible, be filled by fully qualified mechanics. In following this principle, both parties will give full recognition to operational requirements of the Company and to any employee training arrangements that may be mutually agreed upon in respect of the craft.

23.11.1 Except as provided in Rule 23.11.2 below, when vacancies occur for which replacements are required, or new jobs are created or additional staff is required in a classification in the craft for an expected period of 90 calendar days or more such vacancies or new jobs shall be bulletined for a period of not less than 7 calendar days to employees in the classification at the seniority terminal where they are created, and will be awarded to the senior employees, subject to Rule 23.28, the Local Union Representative to be consulted.

Bulletins will state the primary duties or/and designated work area of the position. However, this will not limit in any way the ability of the Company to assign other duties to the position, as and when required.

23.11.2 Notwithstanding the foregoing, bulletins within the Main Shops - i.e. Weston and Ogden, shall be posted for four (4) working days. Such bulletins will be posted and awarded in the manner provided in Rule 23.11.1 above. If there is a statutory holiday during the four day period, the period will be adjusted accordingly - i.e. statutory holiday on Monday, bulletined on Tuesday, awarded on the following Monday.

23.11.3 Within a Main Shop, successful applicants will be permitted to move within fifteen (15) calendar days of the close of the bulletin. This period may be extended to 30 days by mutual agreement with the Regional Union Representative.

23.11.4 The posting periods for bulletins identified above may be adjusted through mutual agreement of the parties in order to meet the operating requirements of the service with the objective being the filling of the initial and all subsequent vacancies within 10 working days.

23.11.5 When positions are bulletined, employees desiring such advertised positions shall place their bids in Bid Boxes provided for the purpose. Bid Boxes shall be opened in the presence of a duly authorized local representative of the Union and shall be verified by him/her prior to the positions being awarded.

23.11.6 All job bulletins shall be kept in a book or electronic file, for reference when an employee returns from illness or leave of absence.

23.12 When vacancies occur or new jobs are created or additional staff is required in a classification, in the craft for an expected period of less than 90 calendar days, such vacancies or new positions may be claimed by the senior qualified employees from the respective point within the home seniority terminal desiring same; the local Union Representative to be consulted in each case.

Employees assigned to fill positions under this Rule 23.12 shall be considered as temporarily assigned and on completion of such temporary positions they shall be returned to their former basic regular assignments. For the purpose of this Clause, annual vacation relief, leave of absence, sickness, injury, etc., shall be positions coming under the scope of this Rule 23.12. (See Appendix 3 and Appendix 50)

For Road and Terminal Electricians, temporary vacancies of less than thirty days in positions covered by this Agreement shall be filled by the senior qualified employee desiring same.

23.13 If a vacancy or new position of expected duration of 90 calendar days or more requiring additional staff is not filled by an employee in the classification at a home seniority terminal, it shall be bulletined for not less than 7 calendar days, firstly, to the employees holding seniority in the classification in the craft on the basic seniority territory and, secondly, to such employees on the Region. Subject to qualifications, seniority will govern.

A running point employee who bids on a position at a Main Shop in accordance with this Rule 23.13 and is delayed in transferring to the Main Shop for a period of thirty days or more shall, on transferring to the Main Shop, be entitled to exercise his seniority on any position bulletined within the Main Shop during such delay.

Employees who transfer under this Rule 23.13 shall, after 90 calendar days forfeit their seniority at the seniority terminal from which transferred and shall carry their seniority rights to the new seniority terminal; except that an employee on laid-off status at his home seniority terminal may exercise his rights under this Rule 23.13 without forfeiting his seniority at his home seniority terminal. The Regional Union Representative shall receive a copy of all such bulletins.

When a vacancy in the Helper's classification is not filled after the provisions of this Agreement are exhausted, first opportunity shall be given to the senior Labourer at that seniority terminal who, in the opinion of management, is qualified for the promotion. The Company will retain right of selection, however, the Local Chairman will be consulted prior to the promotion being made.

For the purpose of this Rule 23.13 the number of employees to be transferred and the method to be used shall be mutually arranged between the proper officer of the Company and the Regional Union Representative to meet the requirements of the Company service. (See Appendices 2 and 3) Road,

Terminal and Windsor Station Electricians who transfer from one seniority group to another to fill vacancies other than temporary shall accumulate seniority in the new group from the date of transfer and shall retain their seniority rights and rank in the group from which they transfer for a period of ninety days only.

- 23.14 (a)** The exercising of seniority within a seniority terminal to displace a junior employee shall not be permitted except when positions are abolished, or rate of pay or hours of work or days off are changed.

The affected employee shall have the right to displace the junior employee in the designated work area of his choice with the shift, days off, hours of work and rate of pay of his choice except as may be provided in the Craft Special Rules.

For the purpose of this Rule 23.14 the designated work area shall be as defined in bulletining positions in accordance with Rule 23.11.

Such employee initially affected shall be given, during his regular working hours, as much advance notice as possible but, in any event, not less than twenty-four hours. The affected employee shall make his intentions known within forty-eight hours of notification and subsequent displacement shall be made without undue delay. The Local Union Representative shall be consulted.

Note 1: When not assigned to training, a Carman Trainee will be permitted to exercise seniority in that classification pursuant to the second paragraph of Rule 23.14. However, a senior Carman Trainee may not displace a junior Carman Trainee when the latter employee is assigned to a formal training assignment as contained in the Carman Trainee training program.

Note 2: When Carman Trainees are assigned to the same training, such Carman Trainees shall be permitted to exercise seniority pursuant to the second paragraph of Rule 23.14 provided that in so doing it does not interfere with the formal training assignments as contained in the Carman Trainee training program of any of the employees concerned.

- 23.14 (b)** By mutual agreement of the parties, the above provisions may be amended to permit displacement of any junior employee rather than the junior employee providing that all subsequent moves are accomplished within 10 working days. The time period may be extended where the complexity or number of displacements dictate.

- 23.15** When it becomes necessary to layoff employees for any reason, the force shall be reduced in reverse seniority order as per Rule 23.3 unless otherwise provided in the Craft Special Rules.

23.16 When it becomes necessary to make a reduction in staff at any seniority terminal, at least one week (5 working days') notice shall be given the employees affected before reduction is made. Whenever possible, longer periods of notice will be given and lists shall be furnished to the Local Union Representative and Regional Union Representative.

This does not apply in laying off employees who have been temporarily employed for a duration of less than 65 working days to meet special requirements. In the event that a strike or work stoppage by employees in the Railway industry is called on less than 5 days' advance notice, a shorter notice may be given under this Rule 23.16. In reducing forces, the ratio of apprentices shall be maintained.

23.17.1 When layoffs occur, an employee laid off from his respective classification at his seniority terminal, may, within 30 calendar days, displace the junior employee in his respective classification on his basic seniority territory carrying his seniority in that classification with him, except as may be provided in the Craft Special Rules. An employee who declines to displace the junior employee in his respective classification on his basic seniority territory under this Rule 23.17, shall be laid off subject to recall to his home seniority terminal. A Trainee may only exercise seniority pursuant to this rule after complying with Rule 52.22A(j).

23.17.2 An employee in a classification listed in the former IBF&O collective agreement whose position is abolished or who is displaced and who is unable to displace a junior employee at his seniority terminal in accordance with Article 23.33 may, seniority permitting, displace the junior employee holding a regular position within the scope of the former IBF&O collective agreement on his Basic Seniority Territory, if qualified.

23.18 After an employee has complied with Rule 23.17, and has not taken laid-off status, he may, within 30 calendar days, as mentioned in Rule 23.17 displace the junior employee in his respective classification on his Region, carrying his seniority in that classification with him, or accept layoff with recall rights, except as may be provided in the Craft Special Rules. A Carman Trainee may only exercise seniority pursuant to this rule after complying with Rule 52.22A(j).

23.19 An employee who transfers in accordance with Rules 23.17 and 23.18 shall hold seniority rights at only two seniority terminals on his basic seniority territory or Region, that is, at his home seniority terminal and at the seniority terminal to which he last transferred, except as provided in Rule 23.20.

23.20 (a) A laid-off employee who displaces another employee on his basic seniority territory or Region, shall retain his seniority rights at his home seniority terminal in accordance with Rules 23.17 and 23.18 and shall be subject to recall to his home seniority terminal in seniority order for vacancies of

expected duration of 90 calendar days or more. An employee who declines to accept such recall within 7 calendar days shall forfeit his seniority rights at his home seniority terminal and shall retain his seniority rights at his new seniority terminal. An employee who accepts recall to his home seniority terminal within 7 calendar days will return thereto within 15 calendar days from the date of his acceptance.

- (b)** A temporarily laid-off employee who displaces another employee on his basic seniority territory or Region, shall retain his seniority rights at his home seniority terminal in accordance with Rules 23.17 and 23.18 and shall be required to accept recall to his home seniority terminal in seniority order for vacancies of an expected period of 90 calendar days or more. An employee who accepts recall to his home seniority terminal within 7 calendar days will return thereto within 15 calendar days from the date of his acceptance.

An employee who declines to accept such recall within 7 calendar days, or such period of time as mutually agreed by the parties, shall forfeit all seniority rights and shall have his/her record closed.

- 23.21** In the restoration of forces, employees laid off shall be given preference of re-employment in seniority order. A laid-off employee shall be notified by registered mail at his last known address and he shall be returned to his former classification. Regional Vice-President shall be furnished with a list of employees to be restored to service.
- 23.22** It shall be incumbent upon the employee on layoff, and the employee who has displaced on his basic seniority territory or Region in accordance with Rules 23.17 and 23.18, to register his current address with the appropriate officer at his home seniority terminal.
- 23.23** A laid-off employee who has not displaced in accordance with Rules 23.17 and 23.18 shall retain his seniority rights in his respective classification at his home seniority terminal and shall be subject to recall to his home seniority terminal in seniority order. An employee shall, at the end of 7 calendar days, unless satisfactory reason is given therefore, forfeit his seniority rights in the classification to which recalled at his home seniority terminal if he declines to accept recall to vacancies of an expected duration of 90 calendar days or more.
- 23.24** When through an unusual development it becomes necessary to transfer work from a seniority terminal, Division or Region, to another seniority terminal, Division or Region, not more than a sufficient number of employees to perform such work shall, in seniority order be given the opportunity to transfer, carrying their seniority rights with them. Prior to any transfer of work taking place, the proper officer of the Company shall meet with the Regional Union Representative to discuss the transfer and to determine the number of employees who shall transfer.

Employees who transfer, under this Rule 23.24, shall after 90 calendar days lose their seniority at the seniority terminal they left.

23.25 Employees in service who, through bona fide medical or physical reasons, have become unable to handle certain classes of work in their respective classifications may by mutual agreement between the proper officer of the Railway and the Regional Union Representative, transfer from one seniority terminal to another with a view to accepting a permanent transfer. They shall, after 90 calendar days, lose their seniority at the seniority terminal they left and will be allowed to carry their seniority rights with them to the seniority terminal to which transferred.

23.26.1 An employee who on the date applicable to his classification as listed below*, was and remains filling an official or any position with the Railway which is excepted from any provision of this or any other Collective Agreement, will have his/her name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority until June 30, 1996. Effective July 1, 1996 such employee shall not accumulate further seniority, but shall retain seniority accumulated to that date.

former Agreement 34	September 24, 1988
former Agreement 52.1	June 25, 1989
former Agreement 52.2	September 25, 1988
former Agreement 52.3	September 24, 1988
former Agreement 52.4	September 24, 1988
former Agreement 52.5	September 24, 1988
former Agreement 52.6	October 22, 1988
former Agreement 60	September 18, 1988

23.26.2 An employee who subsequent to the dates listed above, is promoted for a period of one continuous year to an official or any position with the railway which is excepted from any provision of this or any other Collective Agreement will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority on that seniority list. Following this one-year period, the employee shall no longer accumulate seniority but shall retain the seniority rights accumulated to that date. The one-year period may be extended by mutual agreement. The Regional Union representative shall be advised.

23.26.3 If released from such official or excepted position, the employee must within 30 days after such release, either displace the junior employee in his seniority group on his basic seniority territory or exercise his seniority to a vacancy or a newly created position at his home seniority terminal; if he fails to do so he shall forfeit his seniority. The Regional Union Representative shall be advised.

23.26.4 An employee temporarily promoted to an official or excepted position will, within 7 calendar days of release from such temporary employment, revert to his/her bargaining unit position in the classification from which promoted and if such position is not available, exercise his/her seniority in his/her craft at his/her home seniority terminal. The appropriate officer of the Company shall advise the Local Union Representative concerned of such promotions, including the expected duration thereof.

23.26.5 Supervisors who no longer accumulate seniority in accordance with Rule 23.26.2 shall have their seniority date adjusted accordingly on their respective seniority list.

23.27 For employees on leave of absence, annual vacation or absence because of illness or injury, the time limits specified in this Rule 23 shall begin on the date of the employees' return to service.

23.28 An employee claiming a position in the exercise of seniority, who in the judgment of the Company cannot reasonably be expected to qualify to perform the duties required within a period of 30 calendar days or less, shall not be denied such position by Management without prior consultation with the Local Union Representative.

An employee exercising seniority, who, in the judgment of the Company can reasonably be expected to qualify for the position claimed, shall be allowed a trial period which shall not exceed 30 calendar days, except that by mutual agreement between the Regional Union Representative and the proper officer of the Company, such period may be extended up to 90 calendar days, in order to demonstrate his ability to perform the work required.

Should an employee be denied a position being claimed in the exercise of seniority, or should he fail to qualify during a trial period, he and his authorized representative will be entitled to receive an explanation in writing from the proper officer of the Company, including the reason for the decision rendered, which shall be subject to appeal in accordance with the grievance procedure.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to his former position. This will not necessitate additional bulletins.

23.29 An employee with more than 65 working days cumulative service shall not be discharged without being given a proper investigation.

23.30 The present seniority territories shall not be changed except by mutual agreement between the Railway and the President of Local 101, CAW-TCA Canada.

23.31 Employees covered by the former IBF&O collective agreement assigned to temporary service, or who are temporarily transferred from one point to another within a terminal by direction of Management, will retain their seniority; and such employees will not suffer any reduction in rate of pay when so transferred. The Regional Representative of the Union will be advised when employees are temporarily transferred from one point to another.

Such employees who are temporarily transferred under this Article 23.31 will retain prior rights to the position from which transferred except that such prior rights will not extend over a senior employee who has been displaced and is exercising seniority.

23.32 An employee formerly covered by the IBF&O Collective Agreement who voluntarily occupies a position in a lower classification when there is a position in a higher classification in his seniority terminal to which his seniority would entitle him shall forfeit his seniority in such higher classification unless, under extenuating circumstances, it is mutually agreed otherwise between the proper officer of the Company and the Regional Union representative.

23.33 In the event of a reduction of staff, labourers who may be senior to Stationary Firemen will not displace such Stationary Firemen unless qualified and mutually agreed between the proper officer of the Company and the President of the Union.

23.34 Should an employee enter the service in the classification of stationary fireman, he shall be accorded a seniority date as labourer according to such date of entry into service.

23.35 An employee promoted to a permanent position from a lower to a higher classification within the scope of this collective agreement shall forfeit seniority in the classification or classifications from which promoted.

23.36 Labourer positions (performing Diesel Service Attendant duties) will be bulletined to the extent that such positions are required on a continuous basis.

23.37 The Labourers' group will include the following classifications:

Engine Cleaners - Supplymen (Sandhousemen, Filter Cleaners, fueling, sanding and watering diesel engines, Oil Pumpers, Fuel Oil Attendants)

Labourers engaged full time in cleaning diesel locomotives at Weston and Ogden Shops

Diesel Service Attendants

Car Yard Labourers

Main Shop Labourers

Power House Labourers

Labourers - cleaning shops, shop pits and moving material, etc.

Diesel Shop Labourers

RULE 24

ASSIGNMENT OF WORK

- 24.1** Tradespersons or apprentices regularly employed as such shall do tradespersons' work as per special rules of the trades.

RULE 25

LABOURERS PERFORMING HELPERS' WORK

- 25.1** Labourers or similar classes of workers should not be permitted to do Helpers' work as outlined in trades rules if regular Helpers are available, but if so used one hour or more, or more than once on a shift, they shall be paid at the Helpers rate for all time worked in the Helpers classification, with a minimum of one hour's pay.

RULE 26

EMPLOYEE PARKING

- 26.1** Employee parking at mechanical facilities, where presently available, shall be provided free of charge to bargaining unit employees.
- 26.2** The Company shall cover all costs associated with snow clearing, up-keep and administration. In addition, the Company will absorb regular periodic electrical utility costs and fees where electrical outlets were available as at September, 1994 or where, at some future date, electrical outlets are supplied and installed at no expense to the Company.

- 26.3** There is no obligation upon the Company to provide additional parking facilities or electrical outlets than currently available.

RULE 27

TEMPORARY FOREMAN / SUPERVISOR

- 27.1** Should an employee undertake temporarily to fill the place of a Foreman or Supervisor he will be paid the rate and work under the conditions applying to the position.

Employees from the bargaining unit set-up to fill these temporary vacancies shall not be allowed to work their trade position within the same calendar day, except in extenuating or emergent situations. (See Appendix 41)

RULE 28

INVESTIGATIONS AND GRIEVANCE PROCEDURES

- 28.1** No employee shall be disciplined or discharged until he/she has had a fair and impartial investigation and his/her responsibility established. An employee may be held out of service pending investigation up to five working days, which can be extended by agreement with the Regional Union Representative. Employees shall not be held out of service unnecessarily.
- 28.2** Except as otherwise provided in this rule, when an investigation is to be held, the employee and his/her duly authorized union representative will be given at least two days notice of the investigation and will be notified of the time, place and subject matter of such investigation. The notice will be in writing, when practicable. This shall not be construed to mean that the proper officer of the Company, who may be on the ground when the cause for such investigation occurs, shall be prevented from holding an immediate investigation.

When employees are required to make statements on matters affecting the Agreement, Company working rules or compensation, a duly authorized representative of the employee shall be present.

All known existing evidence to be used in the investigation shall be furnished to the employee at the commencement of the statement.

Copies of statements, stenographic reports and all other evidence taken shall be furnished to the employee and, if present, to his/her authorized representative.

28.3 An employee will not be held out of service unnecessarily pending the rendering of a decision. The decision will be rendered as soon as possible but not later than 28 calendar days from the date the report of the investigation is referred to the officer(s) designated in the grievance procedure unless otherwise mutually agreed.

28.4 When discipline is recorded against an employee, he/she will be advised in writing and will acknowledge receipt. In cases involving the assessment of discipline a copy of the written advice (form 104) shall be supplied to the duly authorized local representative. In the event a decision is considered unjust, appeal may be made in accordance with the grievance procedure starting by an appeal to the officer who issued the discipline. Where suspension or dismissal is involved, the appeal may commence at Step 2 of the grievance procedure.

In cases of dismissals or other termination of employee relationships, the Company shall provide the Regional Vice-President of the union a copy of the advice given the employee along with a letter outlining the reasons upon which the decision to terminate was based. Time limits for progression of a grievance under the provisions of Rule 28.8 shall begin with the date of such advice.

28.5 If it is found that an employee has been unjustly suspended or discharged such employee shall be reinstated with full pay for all time lost. In the event of an employee being otherwise employed pending settlement of his/her case by reinstatement any pay earned will be credited against time lost.

28.6 Should an employee believe he/she has been unjustly dealt with, or that any of the provisions of the agreement have been violated, he/she may orally present the alleged grievance to his/her immediate supervisor for adjustment. The employee may be accompanied by his/her duly authorized local union representative.

This verbal presentation shall outline all pertinent details and the date of the alleged grievance. If at the completion of this consultation the grievance is adjusted to the satisfaction of both the employee and the supervisor they shall jointly complete and sign the grievance resolution form provided for that purpose.

If not so adjusted, they shall likewise complete such form indicating that the matter has not been resolved, and the Company Officer shall outline the reason for the denial of grievance. If the employee wishes to have the matter progressed, he/she shall present it in writing on the grievance resolution form to his/her duly authorized local union representative within 20 calendar days from the date of the alleged grievance, outlining all pertinent details and the date of the alleged grievance.

- 28.7** The duly authorized local union representative may within thirty-five (35) calendar days from the date of the alleged grievance progress the grievance resolution form to the Facility Manager.

The Facility Manager shall within twenty-one (21) calendar days from date of receipt of the grievance resolution form have a formal consultation with the duly authorized local union representative pertaining to the grievance.

Following the consultation, the parties shall jointly complete and sign the grievance resolution form. If there is no resolution of the grievance within the aforementioned twenty-one (21) days, the Facility Manager and the duly authorized local union representative shall sign the no-resolve form.

- 28.8** The Regional Vice-President of the Union may within twenty-eight (28) calendar days from the signing of the no-resolve form in Rule 28.7, submit the grievance in writing to the Area Manager or equivalent Company officer outlining all pertinent details and the date of the grievance. Within twenty-one (21) calendar days of receipt of the grievance the Area Manager or equivalent Company officer and the Regional Vice President of the Union shall enter into and have concluded formal consultation pertaining to the grievance.

Consultations referred to in this Rule 28.8 may be held by telephone.

A written decision shall be rendered by the Area Manager or equivalent Company officer within twenty-eight (28) calendar days from the conclusion of the consultation process.

- 28.9** In the event a no-resolve form or the grievance is not submitted within the time limits prescribed in this Rule 28 the grievance shall be considered as withdrawn and not be subject to further appeal. Where, in the case of a grievance based only on a time claim, a decision is not rendered by the designated officer of the Company within the time limits specified in such steps, the time claim will be paid.

In the event, the no-resolve form is not signed by both parties in the consultation process, the no-resolve form may be progressed to the next step of the grievance procedure.

- 28.10** The time limits specified in this Rule may be extended by mutual agreement between the parties.
- 28.11** All consultations between Company officers and duly authorized Union representatives will be held by appointment and concluded during regular working hours without loss of earnings to the duly authorized Union representatives.

- 28.12** The Company will not discriminate against any employees who, as duly authorized Union representatives represent other employees and will grant them leaves of absence when delegated to represent other employees.
- 28.13** All Company and Union officers referred to in the Rule may assign a designate to represent them.
- 28.14** If a duly authorized local Union representative should consider that a provision of this Agreement has been violated, he/she may initiate a consultation as described in Rule 28.6 and/or progress a grievance commencing at Rule 28.7.

CANADIAN PACIFIC RAILWAY
CAW-TCA CANADA
RULE 28-GRIEVANCE RESOLUTION FORM

DATE OF OCCURRENCE: _____ TIME _____

EMPLOYEE NAME: _____ EMPLOYEE NUMBER: _____

OUTLINE OF COMPLAINT/GRIEVANCE: _____

SPECIFIC RULE VIOLATION , IF KNOWN _____

DATE DISCUSSED WITH IMMEDIATE SUPERVISOR: _____

RESOLUTION REACHED AND REASONS: _____

NO, WE HAVE NOT RESOLVED THIS MATTER: _____

IF NO, REASON WHY GRIEVANCE IS BEING DENIED: _____

SIGNATURE OF IMMEDIATE SUPERVISOR: _____

SIGNATURE OF EMPLOYEE: _____

SIGNATURE OF LOCAL UNION REPRESENTATIVE: _____

DATE OF PROGRESSION TO STEP 1: _____

RESOLUTION REACHED: _____

NO, WE HAVE NOT RESOLVED THIS MATTER: _____ DATE: _____

SIGNATURE OF STEP 1 MANAGER: _____

SIGNATURE OF LOCAL UNION REPRESENTATIVE: _____

RULE 29

ARBITRATION

- 29.1** A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee that he/she has been unjustly disciplined or discharged, and which is not settled through the grievance procedure may be referred by the designated representative of either party to a single Arbitrator for final and binding settlement without stoppage of work.
- 29.2** The party requesting arbitration must so notify the other party in writing within sixty (60) calendar days following receipt of the decision rendered at the last step of the grievance procedure or the due date of such decision if not received.
- 29.3** The party requesting arbitration shall submit with its request the name of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in turn submit, within fourteen (14) calendar days, a further list of three arbitrators. The party requesting arbitration then has fourteen (14) calendar days to either agree to one of the nominees proposed or to request the Minister of Human Resources Development to appoint an arbitrator.
- 29.4** A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement where it is alleged that the agreement has been violated, shall be jointly submitted to the Arbitrator at least thirty (30) days in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue, each party shall submit a separate statement to the Arbitrator at least thirty (30) days in advance of the date of the hearing and at the same time provide a copy of such statement to the other party.
- 29.5** At the hearing before the Arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses as it deems necessary.
- 29.6** Disputes arising out of proposed changes, modifications or additions to this Collective Agreement, are specifically excluded from the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Collective Agreement.

The Arbitrator's decision shall be rendered, in writing, together with his/her written reasons therefore, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.

- 29.7** Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator, but any general or common expenses, including remuneration and expenses of the Arbitrator, shall be divided equally.

RULE 30

JURY DUTY

- 30.1** An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:
- (a)** An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (b)** The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
 - (c)** No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.
 - (d)** Notwithstanding the provisions contained in the last sentence of paragraph (c) above an employee's annual vacation will, if the employee so requests, be rescheduled if it falls during a period of jury duty.

RULE 31

SKILLED TRADES MODERNIZATION AMENDMENTS

JOINT SKILLED TRADES MODERNIZATION COMMITTEE

- 31.1** There is hereby established a Joint Skilled Trades Modernization Committee which is responsible for two related functions of Apprenticeship Training and New Technology. The Committee shall consist of 2 members from the Union 2 members from Management which will include the Manager of Training. The Committee may establish Sub-Committees as required to provide assistance on

specific matters under the responsibility of the Joint Skilled Trades Modernization Committee.

The Joint Skilled Trades Modernization Committee will meet as frequently as required.

The Skilled trades Committee as identified in Rule 31 of the Collective Agreement shall be guaranteed adequate and sufficient time to discharge the necessary responsibilities assigned to them under the terms of the Collective Agreement and by the parties.

APPRENTICESHIP TRAINING

31.2 In matters pertaining to Apprenticeship Training, the responsibility of the Committee shall be to:

- a)** establish minimum eligibility requirements for apprentices consistent with current trade needs, general Company standards pertaining to all employees and legal requirements.
- b)** establish recruiting process standards and to ensure that all recruitment at locations is conducted to that standard.
- c)** review and approve educational materials for classroom training and testing.
- d)** establish workplace assignments/tasks and qualifying exercises to ensure apprentices perform tasks to standard.
- e)** ensure that apprentices are evaluated as required regarding their academic (85%) and on-the-job performance (75%) and to review each evaluation that does not meet the required standard.
- f)** develop a method to ensure apprentice hours are correctly recorded and wage adjustments for progressive terms are made.
- g)** in general, to be responsible for the successful operating of the apprenticeship standards in the facilities and the successful completion of the apprenticeship by the apprentice under these standards.
- h)** provide an Apprenticeship Certificate to each apprentice who has successfully completed the "Standards of Apprenticeship".
- i)** modification may be made to the processes or policies established by the Committee, subject to final approval by the Company.

MANAGER OF TRAINING

- 31.3** The Manager of Training is the principal Company officer responsible to manage the technical training function in Mechanical Services. The incumbent will direct the activities of local Training Officers to ensure the activities meet the objectives established by the joint committee.

Apprentices shall be under the direction of the local Training Officer in all training matters and under the direction of the work activity manager of the assigned work area for work related matters. The Training Officer is authorized to move apprentices to a different task to ensure that each gains the practical experience in accordance with the pre-determined schedule of work training. The Joint Committee will be advised of all occasions where the apprentice fails to demonstrate proficiency in academic studies or any specific tasks.

NEW TECHNOLOGY

- 31.4** The parties agree that with the introduction of new techniques and technologies, it is, important that advance planning be made to anticipate skills, needs, and training required.

The Company will assume the cost of "on-the-job" training to afford bargaining unit employees who have the basic knowledge and ability to be trained to keep current with the restructured, modernized trades, new methods, tools, machines and technology affecting their assigned work and job security.

Senior employees assigned to jobs requiring training in the new technology will, based on operational requirements, be given preference under this clause.

APPRENTICE PROGRAM

31.5 APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the Union.

31.6 PURPOSE

The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.

31.7 DEFINITIONS

- a) The term "Company" shall mean Canadian Pacific Railway.
- b) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-TCA Canada) and its Local Union 101.
- c) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which s/he has been assigned under these standards.
- d) "Committee" shall mean the Joint Skilled Trades Modernization Committee organized under these standards.
- e) "Manager of Training" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards.
- f) These "Standards of Apprenticeship" shall mean this entire document, including these definitions and shall include the schedule of instruction and related work tasks as outlined by the Joint Skilled Trades Modernization Committee.

31.8 APPLICATION

The Committee will establish pre-employment minimum requirements and standards for entry into the apprenticeship program. The Company Employment Office will review job applications and provide a list of all eligible applicants. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee. A Union representative may participate in the interview process of employees short listed. The interview process will not be delayed due to the unavailability of a union representative. It is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

It is understood that, subject to prior experience and employment equity standards, employees in the bargaining unit will receive preference in the apprenticeship program.

31.9 APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for apprenticeship, the applicant must meet the qualifications prescribed in the standards as established by the Joint Skilled Trades Modernization Committee.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

31.10 CREDIT FOR PREVIOUS EXPERIENCE

- a) Through the criteria established by the Committee, credit for academic and/or work experience in the applicable trade may be given after evaluation only after completion of the apprentice probationary period for a maximum of 3000 hours.
- b) Prior registered apprentices may be picked up by the Company in the year and month of his/her apprenticeship in the same identified trade.
- c) Other employees of the bargaining unit will be reviewed by the Committee as to an extension of accredited hours based on the work record with the Company and its relationship to the trade applied for.
- d) The Company may recruit other employees of the Company and give accreditation under (c) above.

31.11 TERM OF APPRENTICESHIP

The terms of apprenticeship shall be as established by the Standards of Apprenticeship in this agreement and in accordance with the schedule of work processes and related instruction as outlined by the Joint Skilled Trades Modernization Committee.

31.12 PROBATIONARY PERIOD

The first five hundred (500) hours of employment for every apprentice shall be a probationary period. In the mean time, unless removed for cause which, in the opinion of the Company renders him/her undesirable for its service, the employee shall accumulate seniority from the date s/he entered the classification in the craft and, shall be regarded as coming within the terms of this Agreement.

31.13 HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen/journeywomen employed by the Company.

31.14 RATIO

The ratio of apprentice to journeyman/journeywoman, including Trainee positions, shall not exceed one apprentice to each eight (8)

journeyman/journeywoman in the trade in which s/he is apprenticed subject to forecasted operational requirements and approved by the Committee. This ratio will be determined on a Terminal basis.

31.15 DISCIPLINE

In assessing an apprentice's progress and any possible penalties up to termination, the Company may take into account the following (In addition to any culpable behavior):

- (a) inability to learn;
- (b) unreliability;
- (c) unsatisfactory work;
- (d) lack of interest in his/her work or education;
- (e) failure to attend classroom instruction regularly.

Prior to any penalty being assessed, the apprentice shall be entitled to an interview and to union representation as per the provisions of Rule 28.

31.16 WAGES

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours - not less than 65% of the journeyman/journeywoman's wage rate
- 2nd 1000 hours - not less than 70% of the journeyman/journeywoman's wage rate
- 3rd 1000 hours - not less than 75% of the journeyman/journeywoman's wage rate
- 4th 1000 hours - not less than 80% of the journeyman/journeywoman's wage rate
- 5th 1000 hours - not less than 85% of the journeyman/journeywoman's wage rate
- 6th 1000 hours - not less than 90% of the journeyman/journeywoman's wage rate
- 7th 1000 hours - not less than 95% of the journeyman/journeywoman's wage rate
- 8th 1000 hours - not less than 95% of the journeyman/journeywoman's wage rate

Hourly Rates of Pay Effective

	Jan. 1, 2008	Mar. 1, 2008	Jan. 1 2009	Jan. 1, 2010
1 st 1000 hours	\$17.360	\$18.524	\$19.079	\$19.652
2 nd 1000 hours	\$18.696	\$19.949	\$20.547	\$21.164
3 rd 1000 hours	\$20.031	\$21.374	\$22.015	\$22.676
4 th 1000 hours	\$21.366	\$22.798	\$23.482	\$24.187
5 th 1000 hours	\$22.702	\$24.223	\$24.095	\$25.699
6 th 1000 hours	\$24.037	\$25.648	\$26.418	\$27.211
7 th 1000 hours	\$25.373	\$27.073	\$27.885	\$28.722
8 th 1000 hours	\$25.373	\$27.073	\$27.885	\$28.722

In the application of the above schedule an apprentice promoted from within the company shall maintain the rate of pay of his/her former classification (including any increases) until the above schedule exceeds this rate. The above schedule will then apply.

For the purpose of calculating accumulated time, all hours worked shall be at straight time hours. Annual vacation will not be calculated as hours worked.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has fulfilled the standards of the apprenticeship s/he shall be awarded a journeyman/journeywoman's certificate of the craft. They will receive not less than the minimum rate to skilled journeyman/journeywoman in the trade in which s/he has served the apprenticeship and shall exercise seniority as per the Collective Agreement.

31.17 ACADEMIC TRAINING

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions. The schedule of work processes and related instructions are attached to this apprenticeship plan. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

31.18 MANAGER OF TRAINING

Apprentices shall be under the general direction of the Manager of Training and under the immediate direction of the manager of the department to which they are assigned. The Manager of Training is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule for work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time determined for such work process, an explanation shall be sent to the Manager of Training.

The Manager of Training or an individual charged with this responsibility, in consultation with the Committee, shall prepare adequate record forms to be submitted by the Manager under whom the apprentices receive direction, instruction and experience. A report shall be made at least every ninety (90) days or sooner if the apprentice changes work process assignments. The report will be sent to the Manager of Training. Reports with unusual comments or grades shall be reviewed by the Committee.

31.19 SENIORITY

Apprentices will exercise their seniority in their own group, only in the event of staff reductions, subject to provisions in the collective agreement and job security agreements. For example if there are four apprentices in the trade such as "Railcar Mechanic" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice will be placed on the respective craft seniority list at the home terminal where they began their apprenticeship and be credited with seniority from date of entry into the apprenticeship.

Except as otherwise provided in the Craft Special Rules, apprentices shall on completion of their apprenticeship be permitted to exercise their seniority at their home seniority terminal to displace the junior employee in their Craft in the designated work area of their choice with the shift, days off, hours of work and rate of pay of their choice in accordance with the provisions of Rule 23.14 of Collective Agreement No. 101.

By mutual agreement between the proper officer of the Company and the Local 101 Vice President concerned, an apprentice may at any time during their apprenticeship be permitted to transfer to any location on his Region with a view to remaining at that location on completion of his apprenticeship. Such apprentice shall during the last six months of this apprenticeship be required to make formal application to remain at that point. Such application shall be accepted provided that on completion of this apprenticeship their seniority will permit them to fill a permanent vacancy in accordance with Rule 23.13 or displace an unqualified mechanic. Should their application be accepted, they will have their name placed on the mechanics' permanent seniority list at that point with a seniority date established in accordance with Rule 31.

In the event their application is not accepted, such employee will be required to return to the point at which s/he commenced their apprenticeship in order to protect their seniority rights under Rule 31.

Notwithstanding the provisions of the Collective Agreement between the Company and the Union, of which these Apprentice Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted, if affected by layoff during the first five hundred (500) hours of apprenticeship, to return to his former job classification with the same seniority date that s/he held immediately prior to becoming an apprentice.

After five hundred (500) hours of apprenticeship, apprentices shall have as his/her seniority date established as to the date s/he commenced as an apprentice.

31.20 CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon successful completion of the Apprenticeship under these Apprenticeship Standards, the Manager of Training will prepare an apprenticeship completion certificate. Each apprentice certificate will bear the signatures of the Manager of Training and the President of Local 101.

31.21 SCHEDULE OF WORK PROCESS

The schedule for work processes and related training shall be established by the Committee. All trades to be determined by the Trades Modernization Committee.

The Company will notify the Committee when it is prepared to consider additional apprenticeship trades. The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices.

The opportunity may be provided for an apprentice to transfer from a running point to a main shop when practicable for the purpose of acquiring further experience.

When an apprentice has been qualified in specific tasks or during the final year of their apprenticeship, they may work alone under the guidance of a journeyman/journeywoman on such tasks in order to increase their knowledge and experience in the trade.

31.22 JOURNEYMAN/JOURNEYWOMAN

When it is required by the Company to hire journeymen/journeywomen to perform work coming under the terms of this Collective Agreement, Journeymen/journey women will be hired as per the provisions of said Collective Agreement

A journeyman/journeywoman in any designated trade shall mean any person who:

- (a) has served a bona fide apprenticeship and possesses proof of such apprenticeship service or,
- (b) holds a recognized CAW journeyman/journeywoman card in the trade in which he claims recognition or,
- (c) has eight (8) years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade in which he

claims journeyman/journeywoman status and possesses ample proof of such experience.

Entry into the trades shall be restricted to persons,

- (d) who qualify as journeymen/journeywomen under the provisions set forth in the immediately preceding paragraph
- (e) who qualify for journeyman/journeywoman status through any apprenticeship program which may be negotiated by the parties
- (f) who provide documents prior to the date of hire proving their claim to journeyman/journeywoman status both to the Company and the Union Trades Representative.

31.23 CONTRACTUAL JOURNEYMAN/JOURNEYWOMAN

It is understood that all trades presently working for the Company shall be considered as journeymen/journeywomen for the purpose of the Collective Agreement.

31.24 CANADIAN SKILLED TRADES COUNCIL

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

31.25 LINES OF DEMARCATION – DISPUTES MECHANISM

If matters involving the appropriateness of the work assignment of employees in skilled trades classifications are not resolved, the Union shall present the matter in writing to the skilled Trades Modernization Committee, setting forth all the facts and circumstances surrounding the case and the position taken.

The skilled Trades Modernization Committee shall attempt to resolve the matter. If unable to resolve the case within thirty (30) days of the appeal, the case shall be withdrawn without prejudice by the Union or may be appealed to an arbitrator for final and binding decision. Such arbitrator shall be familiar with trades issues.

31.26 TRAINERS AND INSTRUCTORS

Bargaining unit members, if qualified, will be given preference for promotion to positions of trainers and/or instructors.

31.27 PAYMENT OF SKILLED TRADES MODERNIZATION COMMITTEES

The Company will pay wage continuance without loss of benefits and necessary expenses of employee members.

The Company will absorb the related costs of any ad hoc Subcommittee with the exception of the CAW National Representative.

31.28 APPRENTICESHIP HOURS

This has reference to the discussion and concerns raised during the recently-concluded negotiations concerning the skilled trades' modernization issue.

It is agreed that the bona fide apprenticeship as referred to in the skilled Trades Modernization Agreement is to reflect training of eight thousand hours or somewhat less, as determined by the joint committee, that is, the current seven thousand six hundred and eighty hours. Notwithstanding this, it is agreed that the Joint skilled Trades Modernization Committee will develop standards that may be required in order to take into consideration any specific case where the term of apprenticeship is less than the required hours, and for which special circumstances may apply.

RULE 32

HOURLY RATES OF PAY AND SHIFT DIFFERENTIALS

32.1 BASIC RATES OF PAY

Starting Rates:

(a) Except as provided in Note 1 below, employees entering the service on or after March 1, 1988 will be compensated as follows:

1st 7 months of cumulative compensated service (CCS)	-- 85% of job rate
2nd 7 months of CCS	-- 90% of job rate
3rd 7 months of CCS	-- 95% of job rate
Thereafter	-- 100% of job rate

NOTE 1: This provision will not apply to apprentices and/or trainees.

(b) An employee subject to paragraph (a) above, except when moving to a classification that had step rate provisions prior to March 1, 1988, will, when entering a different classification in the same bargaining unit, be compensated at the same percentage of the job rate of the classification being entered as he was receiving in the classification being vacated. Service in the classification vacated will be counted as service in the classification entered for purposes of application of paragraph (a).

CAR AND LOCOMOTIVE DEPARTMENT

HOURLY RATES OF PAY EFFECTIVE

Jan. 1, 2008 Mar. 1, 2008 Jan. 1, 2009 Jan. 1, 2010

Trades (Includes Blacksmith, Boilermaker, Diesel Mechanic, Electrician, Industrial/Construction Electrician, Industrial Millwright, Machinist, Pipefitter, Rail Car Mechanic and Sheet Metal Worker)

85%	\$22.702	\$24.223	\$24.950	\$25.699
90%	\$24.037	\$25.648	\$26.418	\$27.211
95%	\$25.373	\$27.073	\$27.885	\$28.722
Job Rate	\$26.708	\$28.498	\$29.353	\$30.234

Trades Lead Hand

85%	\$23.114	\$24.636	\$25.374	\$26.136
90%	\$24.474	\$26.085	\$26.867	\$27.673
95%	\$25.833	\$27.534	\$28.359	\$29.211
Job Rate	\$27.193	\$28.983	\$29.852	\$30.748

Blacksmiths regularly (not necessarily continuously) working or making materials the equivalent of six inches square or over shall be classified as hammersmiths

85%	\$23.196	\$24.717	\$25.458	\$26.223
90%	\$24.560	\$26.171	\$26.956	\$27.765
95%	\$25.925	\$27.625	\$28.453	\$29.308
Job Rate	\$27.289	\$29.079	\$29.951	\$30.850

Jan. 1, 2008 Mar. 1, 2008 Jan. 1, 2009 Jan. 1, 2010

Blacksmiths regularly (not necessarily continuously) working or making materials the equivalent of four inches square or over shall be classified as heavy fire blacksmiths

85%	\$22.947	\$24.469	\$25.203	\$25.960
90%	\$24.297	\$25.908	\$26.686	\$27.487
95%	\$25.647	\$27.348	\$28.168	\$29.014
Job Rate	\$26.997	\$28.787	\$29.651	\$30.541

Hammer operators and helpers working with hammersmiths or heavy fire blacksmiths

85%	\$19.140		\$19.715	\$20.307
90%	\$20.266		\$20.875	\$21.501
95%	\$21.392		\$22.034	\$22.696
Job Rate	\$22.518		\$23.194	\$23.890

Furnace operators (heaters) operating furnaces for hammersmiths shall receive the minimum rate paid blacksmiths at the point employed

85%	\$22.702	\$24.223	\$24.950	\$25.699
90%	\$24.037	\$25.648	\$26.418	\$27.211
95%	\$25.373	\$27.073	\$27.885	\$28.722
Job Rate	\$26.708	\$28.498	\$29.353	\$30.234

Boilermakers assigned as flangers

85%	\$22.947	\$24.469	\$25.203	\$25.960
90%	\$24.297	\$25.908	\$26.686	\$27.487
95%	\$25.647	\$27.348	\$28.168	\$29.014
Job Rate	\$26.997	\$28.787	\$29.651	\$30.541

Boilermakers' Helpers on flange fires

85%	\$19.140		\$19.715	\$20.307
90%	\$20.266		\$20.875	\$21.501
95%	\$21.392		\$22.034	\$22.696
Job Rate	\$22.518		\$23.194	\$23.890

Jan. 1, 2008 Mar. 1, 2008 Jan. 1, 2009 Jan. 1, 2010

Coach Cleaners

85%	\$17.572	\$18.099	\$18.642
90%	\$18.606	\$19.164	\$19.739
95%	\$19.639	\$20.228	\$20.835
Job Rate	\$20.673	\$21.293	\$21.932

Coal Passers

85%	\$17.735	\$18.267	\$18.816
90%	\$18.779	\$19.342	\$19.922
95%	\$19.822	\$20.416	\$21.029
Job Rate	\$20.865	\$21.491	\$22.136

Crane Operators - Less than 40 tons

85%	\$21.474	\$22.119	\$22.783
90%	\$22.738	\$23.420	\$24.123
95%	\$24.001	\$24.721	\$25.463
Job Rate	\$25.264	\$26.022	\$26.803

Diesel Service Attendants (Once qualified)

85%	\$20.667	\$21.287	\$21.925
90%	\$21.883	\$22.539	\$23.215
95%	\$23.098	\$23.791	\$24.504
Job Rate	\$24.314	\$25.043	\$25.794

Diesel Service Attendants Lead Hand (Once qualified)

85%	\$21.074	\$21.706	\$22.358
90%	\$22.314	\$22.983	\$23.673
95%	\$23.553	\$24.260	\$24.988
Job Rate	\$24.793	\$25.537	\$26.303

Jan. 1, 2008 Mar. 1, 2008 Jan. 1, 2009 Jan. 1, 2010

Certified Diesel Service Attendant Labourers (Once qualified)

85%	\$17.748	\$18.280	\$18.828
90%	\$18.792	\$19.355	\$19.936
95%	\$19.836	\$20.431	\$21.043
Job Rate	\$20.880	\$21.506	\$22.151

Electrical Workers covered by Rule 52.3

85%	\$21.024	\$21.655	\$22.304
90%	\$22.261	\$22.928	\$23.616
95%	\$23.497	\$24.202	\$24.928
Job Rate	\$24.734	\$25.476	\$26.240

Electrical Workers covered by Rule 52.4

85%	\$20.354	\$20.964	\$21.593
90%	\$21.551	\$22.198	\$22.864
95%	\$22.749	\$23.431	\$24.134
Job Rate	\$23.946	\$24.664	\$25.404

Electrical Workers covered by Rule 52.5

85%	\$19.572	\$20.159	\$20.765
90%	\$20.723	\$21.345	\$21.986
95%	\$21.875	\$22.531	\$23.208
Job Rate	\$23.026	\$23.717	\$24.429

Engine Watchman

85%	\$20.750	\$21.372	\$22.013
90%	\$21.971	\$22.630	\$23.308
95%	\$23.191	\$23.887	\$24.603
Job Rate	\$24.412	\$25.144	\$25.898

Engine Watchman Lead Hand

Job Rate	\$24.851	\$25.597	\$26.365
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Jan. 1, 2008 Mar. 1, 2008 Jan. 1, 2009 Jan. 1, 2010

Labourers

85%	\$17.434	\$17.957	\$18.496
90%	\$18.460	\$19.013	\$19.584
95%	\$19.485	\$20.070	\$20.672
Job Rate	\$20.511	\$21.126	\$21.760

Layout Men and Markers Off

85%	\$23.114	\$23.808	\$24.522
90%	\$24.474	\$25.208	\$25.964
95%	\$25.833	\$26.609	\$27.407
Job Rate	\$27.193	\$28.009	\$28.849

Stationary Firemen

85%	\$19.196	\$19.771	\$20.364
90%	\$20.325	\$20.934	\$21.562
95%	\$21.454	\$22.097	\$22.760
Job Rate	\$22.583	\$23.260	\$23.958

Trades Helpers

85%	\$18.892	\$19.459	\$20.043
90%	\$20.003	\$20.604	\$21.222
95%	\$21.115	\$21.748	\$22.401
Job Rate	\$22.226	\$22.893	\$23.580

Trainee Mechanics

Job Rate	\$24.526	\$25.262	\$26.020
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Unclassified Mechanics include frog and switch fitters, rail saw operators and rail benders

85%	\$22.074	\$22.736	\$23.418
90%	\$23.372	\$24.073	\$24.795
95%	\$24.671	\$25.411	\$26.173
Job Rate	\$25.969	\$26.748	\$27.550

Jan. 1, 2008 Mar. 1, 2008 Jan. 1, 2009 Jan. 1, 2010

GENERAL HELPERS EMPLOYED AT WINDSOR STATION, MONTREAL,
QUEBEC

General Helpers

85%	\$18.000		\$18.540	\$19.096
90%	\$19.059		\$19.631	\$20.219
95%	\$20.118		\$20.721	\$21.343
Job Rate	\$21.177		\$21.812	\$22.466

ELECTRICIANS AND ELECTRICIANS' HELPERS IN THE OPERATING
DEPARTMENT AND WINDSOR STATION

85%	\$22.702	\$24.223	\$24.950	\$25.699
90%	\$24.037	\$25.648	\$26.418	\$27.211
95%	\$25.373	\$27.073	\$27.885	\$28.722
Job Rate	\$26.708	\$28.498	\$29.353	\$30.234

TRANSITION CLASSIFICATIONS

Engine Attendants

85%	\$19.831		\$20.426	\$21.039
90%	\$20.998		\$21.628	\$22.277
95%	\$22.164		\$22.829	\$23.514
Job Rate	\$23.331		\$24.031	\$24.752

Engine Attendants Lead Hand

85%	\$20.238		\$20.845	\$21.470
90%	\$21.428		\$22.071	\$22.733
95%	\$22.619		\$23.297	\$23.996
Job Rate	\$23.809		\$24.523	\$25.259

Engine Attendant Certified Labourers

85%	\$17.655		\$18.185	\$18.731
90%	\$18.694		\$19.255	\$19.832
95%	\$19.732		\$20.324	\$20.934
Job Rate	\$20.771		\$21.394	\$22.036

32.3 (a) A helper who is promoted in a craft for the first time to a mechanic's position shall until qualified for a higher rate under the terms of this Agreement be paid

at the trainee mechanic's rate as shown in Rule 32.1 except as otherwise provided for in Special Craft Rules. Employees covered by Rule 23.10(b) shall be paid at the trainee mechanic's rate.

(b) Employees governed by Rules 23.9(a) and 23.9(b) shall be paid the full rate of the mechanic's position occupied.

(c) Apprentices temporarily promoted to fill mechanic's positions in accordance with the provisions of this Agreement will receive the full rate of the mechanic's position occupied.

32.4 Railcar Mechanics and Mechanic's regularly assigned as markers off or layout men shall be paid as per Rule 32.1.

32.5 SHIFT DIFFERENTIALS

Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of seventy-five cents (75) per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of one dollar (\$1.00) per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

32.6 LABOURER LEAD HAND

Labourer Lead Hands paid on an hourly basis will receive 32 cents per hour above their regular rate of pay.

RULE 33

MOVED TO RULE 44

RULE 34

MOVED TO RULE 44

RULE 35

BULLETIN BOARDS

- 35.1** Lockable bulletin boards, covered with clear glass or plexiglass, will be provided in adequate numbers for Union use, with the Union to have sole access thereto. The Facility Manager shall have a key.

RULE 36

MEDICAL EXAMINATIONS AND REPORTS

- 36.1** The cost of all medical examinations, tests or reports required by the Company and/or the Company's insurance carrier shall be paid by the Company when such examinations, tests or reports are not paid for under a provincial health plan.

RULE 37

PROCEDURE

- 37.1** For the carrying out of this Agreement the Company will deal only with the duly authorized officers of the CAW-TCA Canada, Local 101. Grievances or the application or interpretation of the provisions of this Agreement will be initially handled between the Company and the duly authorized Local Representatives of the Union.
- 37.2** At the beginning of each year the President of Local 101 will furnish the designated Company officers with the names of the duly authorized Local Representatives of the Union to deal with at each Facility.

RULE 38

MOVED TO RULE 44

RULE 39

USE OF PRIVATE AUTOMOBILE

39.1 Where an automobile mileage allowance is paid, such allowance shall be 33 cents per kilometer.

RULE 40

ADDITIONAL HELP

- 40.1** Tradespersons and apprentices will be furnished sufficient competent help, when needed to handle work, if available. When experienced helpers are available they will be employed in preference to inexperienced employees.
- 40.2** Material carriers responsible for the selection of special materials for tradespersons' use will be classified as helpers and receive helper's rate at point employed.

RULE 41

SCRAPPING WORK

- 41.1** Work of scrapping engines, boilers, tanks and cars or other machinery will be done by crews under the direction of a tradesperson. Torch work as now performed by tradespersons shall continue to be so performed.

RULE 42

MOVED TO RULE 44

RULE 43

HUMAN RIGHTS

- 43.1** The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, national or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.
- 43.2** The Company and the Union recognize that harassment or sexual harassment is unacceptable behavior and will not be tolerated in the workplace.
- 43.3** Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it reasonably ought to have been known that the behavior was unwelcome or inappropriate in the workplace. Harassment may take many forms, including:
- threats,
 - intimidation,
 - verbal abuse,
 - unwelcome remarks,
 - innuendo,
 - offensive and inappropriate material,
 - hate literature,
 - offensive jokes
- 43.4** Sexual Harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that:
- a)** is likely to cause offense or humiliation, or
 - b)** might, on reasonable grounds, be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.

An act may be considered sexual harassment irrespective of the gender or sexual orientation of the offender and the person being harassed.

Sexual harassment may include, but is not limited to;

- suggestive remarks, jokes, innuendoes or taunting in a sexual context
- unwarranted touching
- leering
- compromising invitations
- displaying of pornographic or other offensive or derogatory pictures, objects, or written material of a sexual nature
- sexually degrading words used to describe a person or a group

- derogatory or degrading words regarding gender or sexual orientation, or directed towards members of one sex or one's sexual orientation
- sexual assault

43.5 The Union shall advise the Company of the duly Authorized Human Rights Representative(s) at each location (22) where CAW-TCA members are employed.

Each duly authorized Human Rights Representative shall be afforded training in Human Rights and Employment Equity. Such training will be jointly developed and presented to both the Company and Union Representatives on the Committees. The duration of the training could be up to 5 days depending on the needs as indicated in the jointly developed training program.

43.6 UNION HANDLING OF A COMPLAINT UNDER RULE 43

When agreed to by the complaint, the Union Human Rights Representative will be afforded the opportunity to resolve a harassment or discrimination complaint without a investigation as outlined in Rule 28. In such cases, the procedures set out below will be followed:

- i) The Union Human Rights Representative shall establish a confidential file on the complaint.
- ii) All files and facts gathered relating to the harassment and/or discrimination complaint shall be considered strictly confidential and will be protected in a safe and private place.
- iii) The outcome of this approach shall be communicated to the complainant and the appropriate company officer.
- iv) If the complainant is satisfied with the resolution, the case will be closed and no further action will be taken.
- v) If the complainant is not satisfied with the resolution, the appropriate Company officer may require that other recourse be taken. Such recourse may include, but is not limited to, an investigation of the complaint in accordance with Rule 28 of the Collective Agreement. Rather than an investigation, where appropriate, other recourse such as counseling, training or mediation may be considered. The complainant may at any time decide to withdraw from the Union handling process and file a complaint under the Company's Discrimination and Harassment (including Sexual Harassment) Policy and Procedure.

43.7 INVESTIGATION

Should a formal investigation proceed under Rule 28 of the Collective Agreement, the duly authorized representative (Local Chairperson) shall be advised of the Company's intent to conduct a confidential investigation with respect to an alleged violation of Rule 43. In addition, the duly authorized representative (Local Chairperson) shall be advised of the final outcome of said investigation.

In investigations involving alleged violations of this Rule, Rule 28 is modified as follows:

All known existing evidence to be used in the investigation including but limited to: copies of statements, stenographic reports, and all other evidence taken shall be furnished to the employee and his/her duly authorized representative at the commencement of the statement.

In the case of an investigation being conducted as a result of an alleged violation of Rule 43 - Human Rights, the Union Human Rights Representative shall be the only duly authorized representative present at any and/or all statements taken in the course of such investigation. (Local Chairperson to be advised).

In order to maintain the strictest of confidentiality in the case of an investigation conducted as a result of an alleged violation of Rule 43, all know evidence used in the investigation including but not limited to: copies of statements, stenographic reports and all other evidence shall be returned to the Investigator upon completion of the taking of the statement until such time, if any, that discipline is issued against the employee(s) being investigated in regard to Rule 43.

At such time all evidence used in the investigation including but not limited to: copies of statements, stenographic reports, and all other evidence taken shall be furnished to the respective Union Regional Vice-President for the express purpose of the Union's required consideration in regard to the possible processing of a grievance on behalf of the employee(s) so disciplined at Step II of the grievance procedure. (Local Chairperson to be advised).

RULE 44

SAFETY AND HEALTH

COMPANY DUTIES

44.1 The Company shall institute and maintain all precautions to guarantee every employee a safe and healthy workplace and to protect the environment. The Company shall comply in a timely manner with the Canada Labour Code, Part II, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, code of practice and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following articles as the "Committee".

PROTECTION OF EMPLOYEES

44.2 Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out, or attached to trains.

- (a) When it is necessary to make repairs, parts of engines, boilers, tanks and tank cars shall be cleaned before tradespersons are required to work on same. This will apply to cars undergoing general repairs. Tanks and tank cars will be purged when required by regulation.
- (b) Employees will not be required to expose themselves to sand blast and paint blowers while in operation. Employees operating these machines will be supplied with masks and goggles.
- (c) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.
- (d) Emery wheels and grindstones installed in the shop will be kept true in order.
- (e) All tools shall be maintained in good working order.

JOINT HEALTH, SAFETY AND ENVIRONMENT COMMITTEE

44.3 (a) The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committees in accordance with the Canada Labour Code Part II, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines. The numbers of the members chosen by the Union to be dependent upon the size of the facility and the number of employees therein.

(b) Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a Union member designated by the Union.

The other co-chairperson shall be a Company member designated by the Company.

- (c)** Union co-chairpersons shall be given sufficient time to address health, safety and environmental issues. They shall be paid at the same rate of pay as they were paid prior to being chosen for the position, shall work Monday to Friday on the day shift, and shall have access to the workplace on all other shifts. They shall reclaim their former position when no longer holding the position of Union co-chairperson.
- (d)** During all absences of the Union co-chairperson the Company shall recognize an alternate co-chairperson designated by the Union.
- (e)** The Committee shall assist in creating a safe and healthy place to work and one which does not of harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company shall comply with the recommendations of the Committee.
- (f)** Without limiting the generality of the foregoing, the Committee shall:

 - (i)** Determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
 - (ii)** Evaluate all potential new equipment purchases or changes to the workplace including work processes and practices for potential hazards before implementation, except in emergency conditions. If the Committee determines that different equipment be purchased or work processes or practices be changed, the Company shall implement these decisions.
 - (iii)** Write job safety analyses in conjunction with the employees concerned. The Company shall not jeopardize the effectiveness of job safety analyses by entering them into the disciplinary procedure.
 - (iv)** Conduct jointly accident and incident investigations. The Union co-chairperson or alternate shall be involved where practicable.
 - (v)** Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.

- (vi) The Union co-chairperson or alternate shall participate in and keep a record of all types of inspections and work refusals.
- (vii) Solicit and consider recommendations from employees with respect to health, safety and environmental matters and recommend implementation where warranted.
- (viii) Hold regular meetings at least once a month or more frequently if mutually agreed upon by the Union and the Company co-chairpersons for the review of:
 - reports of current accidents, industrial diseases, and environmental accidents and incidents, their causes and means of prevention.
 - remedial action taken or required by the reports of investigations or inspections.
 - any other matters pertinent to health, safety and the environment.
 - regular meetings shall be conducted during the day shift and shall be suspended until the following work day when the shift ends and all business is not concluded.
- (ix) Record the proceedings of the meetings of the Committee and forward the minutes (which shall be signed by the co-chairpersons after their accuracy has been determined) to the Company who shall make exact duplicates promptly available to all Committee members, post them on the bulletin boards and forward copies to the local Union and the National Health and Safety Legislative Coordinator.
- (x) Have access to and promptly receive copies of all reports, records, and documents (including all correspondence to and from Labour Canada) in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.
- (g) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of the collective agreement. This shall include all time spent out of the plant on health, safety and environmental matters.

UNION, SAFETY, AND ENVIRONMENT COMMITTEE CO-CHAIRPERSON

- 44.4** The Union co-chairperson shall be provided with access to an office and equipment as required, i.e., desk, 2 chairs, telephone, camera, computer, fax, and photocopy machine. Additionally, the Company will provide a file cabinet to

each Union Co-Chairperson. The Company has made arrangements for three CCOHS subscriptions, access to be made available to Union Co-Chairpersons.

DANGEROUS CIRCUMSTANCES

- 44.5 (a)** The Company agrees that all members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. Dangerous circumstances include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.
- (b)** If a Committee member or employee determines that a dangerous circumstance exists, the Committee member or other employee may direct the dangerous work to be stopped or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.
- (c)** If the Company receives a direction under 44.5(b), the Company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.
- (d)** The joint Committee shall immediately explore and implement remedial measures to facilitate resumption of the work.

RIGHT TO REFUSE

- 44.6 (a)** The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment and that signs are posted in the workplace advising them of this right.
- (b)** If an employee exercises his or her right to refuse he or she shall notify the supervisor and a Union member of the Committee. The employee will be removed from the alleged dangerous situation and can be assigned to other work. The employee shall participate fully in the investigation of the hazard.
- (c)** Prior to reassigning the work to another employee the Union and Company Health & Safety representatives will explain the nature of the work and the reason for the work refusal, as well as the individual employee's rights under the Canada Labour Code.
- (d)** The Union co-chairperson or designate shall fully participate in the investigation at every stage. The Union co-chairperson or designate may recommend a solution to the problem with the agreement of the refusing employee. Provided that the solution is reasonable, the Company shall agree; otherwise the matter

shall be referred to Labour Canada for resolution as per Section 129 of the Code.

NO DISCIPLINARY ACTION

- 44.7 (a)** No employee shall be discharged, penalized, coerced, intimidated or disciplined for exercising their rights under rule 44.6 or acting in compliance with the Canada Labour Code Part II, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (b)** No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes, in good faith, that it would be unsafe or unhealthy to himself, herself, a fetus, another employee, the public, or the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (c)** For the employee who refuses work under Rule 44.6 and all employees affected by the refusal, there shall be no loss of pay, seniority or benefits during the period of refusal.

WHISTLEBLOWER PROTECTION

- 44.8 (a)** It is the responsibility of the Company and its employees to notify the appropriate authorities if there is a release of hazardous substance to the air, land or water systems.
- (b)** No employee shall be discharged, penalized, coerced, intimidated, or disciplined for performing this duty.

EDUCATION AND TRAINING

- 44.9** A library of available training courses from various sources such as the CAW, the Company and Labour Canada, be compiled under the direction of the Policy Committee and that this library be made available to local Committees. In addition to training required by act or regulation, the Company will commit to providing each employee at least 8 hours training, practical in nature as opposed to theoretical, during the life of the collective agreement, as determined to be appropriate by the local Committees. Additionally, new Health & Safety Committee members shall receive WHSC Level 1 (40 hours training) and existing members who after being in the position for at least 1 year, shall receive WHSC Level 2 (40 hours training) during the life of the collective agreement.

44.10 PERSONAL INJURIES

44.10.1 Employees injured while at work will not be required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

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

ACCIDENT AND INCIDENT INVESTIGATIONS

44.11 (a) Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.

(b) The Union co-chairperson or designate and the Company co-chairperson or designate of the Committee shall investigate the accident or incident.

(c) The Company shall immediately notify the Union co-chairperson or designate and Labour Canada of all critical or serious injuries.

(d) The Company shall immediately notify the Union co-chairperson or designate and Environment Canada of all incidents involving a release of harmful substances to the air, land or water systems.

(e) Accident and Incidence Investigation Reports shall contain:

(i) the place, date and time of the accident or incident

(ii) the names and job titles of persons injured, where applicable. Names shall be omitted from published reports

(iii) the names of witnesses

(iv) a brief description of the accident or incident including the amount of the release to the air, land or water systems, if applicable

(v) a statement of the sequence of events which preceded the accident or incident

(vi) the identification of any conditions or procedures which contributed in any manner to the accident or incident

- (vii) recommended corrective actions to prevent similar occurrences
- (viii) the names of the persons who investigated the accident

DISCLOSURE OF INFORMATION

- 44.12 (a)** The Company shall notify all workers exposed to a particular toxic substances or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.
- (b)** The Company shall provide the Committee with written information (MSDS) which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information (MSDS) shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.
- (c)** The Company shall notify the Committee of all new substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken prior to their introduction.

MONITORING

- 44.13 (a)** The Company shall provide a trained resource for detecting and recording potential and actual hazards. The Company agrees with the concept of using employees first.
- (b)** Where monitoring equipment is available, training of employees in the use of this equipment will be undertaken. Monitoring equipment shall be maintained in good working order.
- (c)** The Company shall promptly supply the results of any monitoring it conducts or contracts to conduct or the results of any monitoring by any governmental agency to the Committee and shall post the results in a conspicuous location.

TOXIC SUBSTANCES AND WASTE REDUCTION

44.14 The Company shall, in consultation with the Committee:

- (a)** Ensure to the greatest extent possible the use of substances in work processes which will eliminate or minimize harm to the employees and to the environment.

- (b) Evaluate all substances used or produced in the workplace to determine if a less hazardous substance can be substituted.
- (c) Where a less hazardous effective substitute exists, use it in place of the more harmful substance.
- (d) Endeavor to work with suppliers to have them develop less hazardous effective substances.
- (e) When suitable less hazardous replacements cannot be found, proper protective equipment shall be provided and shielding will be arranged.
- (f) All substances that cannot be substituted shall be evaluated and handled in the following manner in order of preference with the preferred method to be determined by the Committee:
 - (i) Reused
 - (ii) Recycled
 - (iii) disposed of in a manner to eliminate or minimize harm to the environment
 - (iv) stored in an environmentally sound manner according to established regulations or guidelines

RIGHT TO ACCOMPANY INSPECTORS

- 44.15 (a)** The Union co-chairperson or designate shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour.
- (b) The Company shall give a copy of the reports or any other written documents received from the inspector to the Union co-chairperson, to the Committee, and to the National Health and Safety Coordinator.
- (c) The Company shall give a copy of any replies to such reports or documents to the Union co-chairperson, to the Committee, and to the National Health and Safety Coordinator.

ACCESS TO THE WORKPLACE

- 44.16** Upon notification, the National Health and Safety Coordinator, Union staff or Union health and safety or environmental advisors or consultants shall be provided access to the workplace to attend meetings of the Committees; or for jointly inspecting, investigating or monitoring the workplace with the designated Company Accident Prevention Officer or designate. The workplace shall be

defined as any location where bargaining unit employees are, or are anticipated to be working.

NATIONAL DAY OF MOURNING

44.17 Committees shall develop appropriate recognition of employees killed or injured on the job.

VENTILATION

44.18 (a) The Company shall endeavor to ensure that adequate local exhaust ventilation systems exhausted outdoors are installed and maintained on all sources of hazardous airborne contaminants including but not limited to:

- (i) machine tools to eliminate employee exposure to machining fluids,
- (ii) open tanks to eliminate employee exposure to hazardous substances,
- (iii) welding process to eliminate worker exposure to welding gases,
- (iv) grinders to eliminate employee exposure to dust,
- (v) spray paint booths to eliminate employee exposure to paint and solvent fumes,
- (vi) plasma or carbon air arc.

(b) The Company shall endeavor to ensure that adequate general ventilation systems are installed and maintained.

(c) The Company shall install and maintain ventilation in accordance with the best available technology.

(d) The Company shall endeavor to ensure that airborne contaminants are not released to the environment.

NOISE ABATEMENT

44.19 This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

VIBRATION

44.20 This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

HEAT STRESS

44.21 This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

ERGONOMICS

44.22 This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

VISUAL DISPLAY TERMINALS

44.23 This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

CONDITIONS OF SHOP, ETC.

44.24.1 Good drinking water and ice where required will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and washrooms will be kept in good repair and in a clean, dry and sanitary condition.

44.24.2 Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

PROTECTIVE CLOTHING AND EQUIPMENT

44.25 (a) Employees whose work requires them to wear protective devices shall be provided with all necessary tools, equipment and protective clothing required, including, but not limited to:

- (i)** eye protective devices
- (ii)** specialized protective clothing required by the Company for a specific operation

(b) Types of protective clothing, tools and equipment shall be selected by the Committee.

(c) A reasonable variety of styles and models of protective clothing, tools and equipment shall be offered to employees so that they may individually select that which fits them best.

(d) It is recognized that protective clothing, tools and equipment are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

- (e) Upon ratification of this Collective Agreement the company will pay for two pairs of safety boots for each employee. The employee will submit the receipts for the approved CSA safety boots to the appropriate Company Officers for reimbursement. The Company will pay 100% of the cost of the boots and taxes to a maximum of \$100.00 (one hundred dollars per pair). If the cost of the boots and appropriate taxes is more than \$100.00 (per pair) the employee will pay the difference.

The timing of purchase of the first pair of boots shall be in the first 18 months of the agreement, and the second pair can be purchased in the latter 18 months of the agreement.

EQUIPMENT LOCKOUT

44.26 (a) The parties recognize the need for a lockout and blue flag procedure.

- (b) Lockout and Blue Flag procedures and a training program shall be developed by the Policy Committee.
- (c) Employees who may be at risk because they are required to set up or repair or maintain machinery, equipment or systems where lockout is required, shall receive lockout training.
- (d) The Company shall provide employees with sufficient numbers of personal locks to ensure that all equipment is locked out before equipment is repaired, maintained, or set up.
- (e) No supervisor or employee shall remove another person's lock. However, the personal lock may be removed when inadvertently left on if all reasonable precautions are taken to ensure employees are no longer working on the equipment.
- (f) Lockout training shall be completed within six (6) months of the effective date of the collective agreement.

44.27 PROTECTION OF EMPLOYEES WORKING ON OR ABOUT TRAINS, LOCOMOTIVES OR CARS IN YARDS OR ON REPAIR TRACKS

1. Purpose

The purpose of this section is to outline the procedures which must be adopted to ensure the protection of employees working or inspecting on or about trains, locomotives, machinery or cars in yards or on repair tracks.

2. Responsibility

It is the responsibility of the District Manager, Mechanical Operations, to ensure compliance with its provisions.

3. General

This section conforms to the requirements of CROR. Both parties recognize the need for a lockout and blue flag procedure.

4. Application of Blue Signals and Personal Locks

(a) Yard and Repair Tracks

- i)** Where yard and repair tracks are coupled up at both ends, a standard Blue Flag suspended from a staff clamped to the rail or ties by day and Blue Light hung on same staff by night must be displayed at both ends of each track and in addition, the switches at both ends of each track must be lined to prevent movement onto the track, and secured with a special personal lock other than the standard switch lock, before employees commence work.
- ii)** Where repair or yard tracks are coupled up at one end only, the same protection is required at the end of each track that is coupled to the lead. All equipment requiring extensive repairs which make it necessary for employees to work in a dangerous position should be placed on repair or shop tracks.
- iii)** A Manager or other assigned responsible employee in charge must personally ensure that track protection is arranged, including the application and removal of locks and Blue Signals. When it becomes necessary to remove locks and Blue Signals to permit switching operations during working hours, the party in charge must see that all employees are notified and out of danger before removing locks and Blue Signals, and must re-apply locks and Blue Signals immediately after switching is completed and before work is resumed.

(b) Shop Tracks

- i)** On tracks which provide entrance or exit from repair buildings employees must not commence repairs which make it necessary to work in a dangerous position on equipment outside the building until the track has been protected as described in 44.27(4)(a).
- ii)** Within buildings it is the responsibility of the Manager or other designated person, before requesting a movement of equipment, to

ensure that no employees are working on equipment on the track on which the movement will occur.

(c) Hump and Flat Traffic Yards (Equipped with remotely controlled power switches)

- i) The Manager or other designated responsible person who assigns employee to work on cars or locomotives on any track must determine with the yard manager that the switches are lined away so as to prevent movement into that track, operating levers are blocked or marked so that they cannot be used and will remain this way until notified by the same person that the work is completed. Employees must be made fully aware of the protection provided. Added procedures may be agreed to by the Local Committee.

(d) Sidings or Other Tracks at Other Than Terminal Points

- i) Employees making repairs to cars, locomotives or other units of work equipment, on a siding or other track, at other than terminal points, must first display a Blue Signal and personal lock on lead end of dead-end tracks and at both ends of sidings and take any other precautions deemed necessary to ensure their maximum safety. Before undertaking this work they must notify the Rail Traffic Controller, where practicable, and secure assurance that any instructions to train crews which may be necessary have been issued. Upon completion of the work, Blue Signals and personal locks must be removed and Rail Traffic Controller notified that repairs have been completed.

(e) Night Work

- i) When repairs have to be made after sunset or during weather conditions in which a Blue Flag cannot be plainly seen, a Blue Light must be displayed hung on same staff.

(f) Locomotive Disability Unit

- i) Trains which are being repaired or inspected by employees and have one or more locomotives tied to it shall have a locomotive disabling device installed "lock-it" applied, locked and tagged in the reversor handle cavity. The policy committee will provide a procedure as a minimum standard. The device is to be used in conjunction with blue flag's and personal locks and may only be removed by the same class-of-employee who placed it.

5. Display of blue signal

(a) Class of Employee

- i)** Each class of employee must display Blue Signals and personal locks and the same class of employee is alone authorized to remove them.
- ii)** Within each class of employee the manager or other responsible person as designated by the manager in charge will display and remove Blue Signals and personal locks.
- iii)** Before removing Blue Signals and personal locks the employee must assure himself that all other employees working under the protection of his/her Blue Signal and personal lock have completed their work and are made aware of the removal of this protection. No manager or employee shall remove another person's lock. The Company shall provide employees with sufficient numbers of personal locks to ensure that all equipment and tracks are locked out before being repaired, maintained, set up or trains are inspected or cars repaired. The personal lock may be removed when inadvertently left on if all reasonable precautions are taken to ensure all employees are no longer working on the track or equipment.

6. Blue signal

(a) Requirements

- i)** Display the Blue Flag by day and the Blue Light by night at a height of 1.5 meters (5 feet) above rail level on a steel frame secured to the rail or ties; the day signal must be of rigid material of minimum dimensions of 55 cm. (22 in.) by 70 cm. (28 in.), with rounded corners, painted on both sides, royal blue with a border of white 40 mm. (1 1/2 in.) in width.
- ii)** Details of the Blue Flag to be used on CP Rail are shown on Drawings B-10-B-405 and B-10-B419A unless agreed upon by the Policy Health & Safety Committee.

7. Application of Rules

(a) Responsibility

- i)** Managers who assign employees to perform work under any of the circumstances outlined in the foregoing rules must provide proper

instructions to ensure that such employees comply with these regulations. All employees are required to adhere to this section and to give close personal attention to the protection of themselves and other employees.

8. Violation

(a) Reporting

- i)** Violation of Blue Signal rule or any action or condition that is likely to result in injury to anyone must be promptly reported to the Manager or other responsible person, so as to ensure maximum protection of all concerned.

9. Local Procedures

Where a particular situation requires a procedure to be developed in order to protect employees effectively, such procedure will be developed by the Local Safety and Health Committee subject to approval by the Policy Committee prior to its implementation.

44.28 (a) Confined space entry

Confined space means an enclosed or partially enclosed space that:

- (i)** is not designed or intended for human occupancy except for the purpose of performing work,
 - (ii)** has restricted means of access and egress, and
 - (iii)** may become hazardous to an employee entering it due to
 - its design, construction, location or atmosphere,
 - the materials or substance in it, or
 - any other condition relating to it.
- (b)** No employee shall be required or permitted to enter a confined space, unless:
- (i)** an approved ventilation system is being used to ensure the removal of any harmful gasses, vapors, smoke, fumes, mists, or dusts from within the confined space, or

- (ii)** until the employee has been provided with and is wearing respiratory equipment of a type set out below:

 - self-contained breathing apparatus
 - supplied air apparatus
 - fresh air hose mask with blower
 - oxygen generating apparatus
- (iii)** or until appropriate tests have been made immediately prior to entry to confirm the absence of any harmful gasses, vapors, smoke, fumes, mists or dusts or a deficiency of oxygen has not developed.
- (c)** The confined space will be tested prior to entry to ensure that there is no contamination of the air by any hazards that could affect the safety and health of the employees
- (d)** When tests indicate the presence of any harmful gasses, vapors, smoke, fumes, mists or dusts or a deficiency of oxygen, the entry may be made only after:

 - the confined space has been ventilated sufficiently to show the absence of hazards
 - the employee has been provided with and is wearing the correct respiratory protective apparatus of a type described above,
 - when flammable or explosive gasses are present, all sources or potential sources of ignition have been eliminated.
- (e)** An employee required or permitted to enter a confined space where a harmful atmosphere exists or may develop, shall, in addition to the above requirements,

 - wear a safety belt to which is attached a lifeline tended at all times by another employee stationed outside the entrance so equipped as to be capable of effecting a rescue, and,
 - when he has entered from the top, wear a belt or harness of a type which will keep him in a vertical position in case of rescue.
- (f)** An employee required or permitted to enter a confined space being ventilated with an approved ventilation system to maintain respirable air, and in which a harmful atmosphere cannot develop shall,

- be attended by and be in communication with another employee stationed at or near the entrance, or
- be provided with a means of continuous communication with another employee outside, or
- be visually checked by a designated employee at intervals as often as may be required by the nature of the work to be performed.

44.29 HAND PROTECTION POLICY

This matter to be generally assigned as a Joint Health, Safety and Environment Committee task.

44.30 (a) FIRST AID ATTENDANTS

There shall be qualified first aid attendants holding a Standard first aid certificate (i.e. St. John's or Red Cross) present on all shifts and in each workplace. The first aid attendants shall be members of the bargaining unit. Details of the worker to be designated as each workplace and shift first aid attendant shall be worked out by the Company and CAW Local 101.

- (b)** The employer shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.
- (c)** The Company shall provide in each workplace, or in close vicinity thereof, a private first aid station/room supplied with those supplies and equipment recommended by the Committee.
- (d)** At the time of the injury, the first aid attendant shall accompany injured employees transported off the property for medical attention by means other than ambulance when he/she deems it to be necessary.
- (e)** The shift and workplace first aid attendant shall be granted adequate time to properly attend to workers injured at his/her workplace.
- (f)** Designated first aid attendants shall be provided hard hats of a colour that will distinguish their position from all others in the workplace. However, if a unique colour is not available, the hat will be conspicuously identified and shall be uniform across the system.

44.31 HEALTH AND SAFETY POLICY COMMITTEE

A Joint Policy Committee on Safety & Health will be established consisting of four (4) representatives of the CAW and four (4) representatives of the Company, herein referred to as the Health and Safety Policy Committee. It shall:

- (a) Meet at four-month intervals or more often if either party deems additional meetings to be necessary, at mutually agreeable times and places. A summary listing of the items discussed at the meetings, including a written response, will be provided.
- (b) Review the Company's safety and health programs and recommend changes.
- (c) Develop and recommend to the Company appropriate training programs for the members of the local Committees. The Safety and Health Policy Committee will be provided the opportunity to review and participate in such training or instruction programs and make necessary and desirable recommendations.
- (d) Develop and recommend to the Company, guidelines for employee training and education. An example of training modules are as follows but not limited to:
 - Part II Canada Labour Code and Regulations
 - Blue Flag
 - Lock Out
 - Confined Space
 - Ergonomics
 - Dangerous Commodities
 - Emergency Wrecking and other similar types of equipment training
 - Shop mobile equipment training
 - Welding coated surfaces
- (e) Review problems concerning serious or unusual situations affecting workplace safety and health and take necessary and appropriate corrective action.
- (f) Review and analyze the safety and health data for all workplaces and make recommendations on same.

COMPLAINT PROCEDURE

44.32 The Safety and Health Policy Committee will forward a sample form to the local Committees for their approval and acceptance.

SAFETY PROGRAM

44.33 (a) Each workplace will establish a safety talk program.

(b) The Committee at each workplace will participate in the development and delivery of safety talk programs.

(c) The effectiveness of the safety talk programs will be reviewed by the Safety and Health Policy Committee.

SYSTEM HEALTH & SAFETY COORDINATOR

Preamble: The purpose of the National Health & Safety Coordinator shall be to work with Company health and safety representatives to solve problems. It is agreed that the preference is that problems receive immediate attention so that they can be resolved at their earliest stage.

44.34 (a) Shall be recognized by the Company as the duly authorized representative of CAW Local 101 on Health and Safety issues.

(b) The Company shall recognize the Health & Safety Coordinator's duties include the following:

- (i)** Meet with local Committees on a regular basis.
- (ii)** Review activities of local Committees.
- (iii)** Review and recommend changes to existing workplace programs.
- (iv)** Ensure compliance with all legal requirements.
- (v)** Establish communication/liaison with workplace Union and Management representatives and government enforcement agencies.
- (vi)** Investigate all fatalities and critical injuries.
- (vii)** Assist local Committees in the development and delivery of training programs.
- (viii)** Receive and review all enforcement and consultant's reports, including work refusals pertaining to health and safety.
- (ix)** Handle all complaints, appeals and issues filed under the Canada Labour Code, Part II, Section 133, on behalf of CAW System Local 101 represented employees.
- (x)** The National Health & Safety Legislative Coordinator will receive the equivalent education and training of his Company counterpart(s).

RULE 45

BEREAVEMENT LEAVE

45.1 Upon an employee's receipt of advice of the death of that employee's spouse*, child/stepchild, parent, step-parent, brother or sister, the employee shall be

entitled to five working days' bereavement leave without loss of pay provided s/he has not less than three months' cumulative compensated service.

***Definition of Eligible Spouse:**

The person who is legally married to the Eligible Employee and who is residing with or supported by you, provided that there is no legally married "spouse" that is eligible, it is the person that qualifies as a "spouse" under the definition of that word in Section 2(1) of the Canadian Human Rights Benefit Regulations, so long as such person who may be of the same or opposite sex was publicly represented by you as your "spouse" and cohabited with you in conjugal relationship for:

- at least one (1) year if you and that person were free to marry: or
- at least three (3) years if either of you was not free to marry the other.

- 45.2** Upon an employee's receipt of advise of the death of that employee's grand-parent, grandchild, step-brother, step-sister, father-in-law or mother-in-law, the employee shall be entitled to three working days' bereavement leave without loss of pay provided s/he has not less than three months' cumulative compensated service. 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 his/her regular wages for that period to the employee to whom leave is granted.
- 45.3** Employees applying for bereavement leave will be able to suspend their annual vacation during the bereavement leave period.

RULE 46

GENERAL HOLIDAYS

- 46.1** The following general holiday provisions shall be applicable in respect of general holiday entitlement.
- 46.2 (i)** An employee who qualifies in accordance with Rule 46.4 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

All Provinces:

New Year's Day

The day after that on which New Year's Day is observed.

Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Nova Scotia:

Easter Monday
Remembrance Day

New Brunswick:

New Brunswick Day (the first Monday in August)
Remembrance Day

Quebec:

St. Jean Baptiste Day (in substitution for Remembrance Day)
First Monday in August

Ontario, Manitoba, Saskatchewan, Alberta and British Columbia:

Civic Holiday (the first Monday in August)
Remembrance Day

(ii) If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the first Monday in August in the Province of Quebec and for the day after that on which New Year's Day is observed in the other provinces.

46.3 If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefore in that province or part thereof. If such signatories fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.

46.4 In order to qualify for pay for any one of the holidays specified in Rule 46.2 an employee:

(a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Rule 46.4(a) does not apply to an employee who is required to work on the holiday;

- (b)** must be available for duty on such holiday, if it occurs on one of his work days, excluding vacation days, except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of or who subsequently qualified for weekly sickness benefits because of illness on such holiday; when an employee is required to work on such general holiday he shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than prior to the completion of his shift or tour of duty immediately preceding such holiday that his services will be required; and
- (c)** must have rendered compensated service on at least 12 of the 30 calendar days immediately preceding the general holiday. This Rule 46.4(c) does not apply to an employee who is required to work on the holiday.

Note: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity leave will be included in determining the 12 shifts or tours of duty referred to in this Clause (c).

- 46.5** A qualified employee whose vacation period coincides with any of the general holidays specified in Rule 46.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.
- 46.6** An employee qualified under Rule 46.4 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.
- 46.7** An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Rule 46.6, at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.
- 46.8** Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.
- 46.9** Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

- 46.10** Holiday work shall only be required when absolutely essential to the continuous operation of the Railway.
- 46.11** Employees qualified under the rules for a General Holiday who work as a relieving foreman part of the work week (dual positions) shall be paid a portion of the 8 hours for each paid General Holiday on the basis of time worked during their work week in the hourly rated position.

Example: An employee who worked two shifts out of five as relieving supervisor, would be paid 3/5ths of eight hours for the paid General Holiday or 4 hours 48 minutes.

Holiday Pay for 179.3 and 181.3 Hour Employees Qualified in accordance with the provisions of Rule 46.4:

NO WORK PERFORMED ON GENERAL HOLIDAY

- 46.12** When a general holiday falls on other than a rest day (seventh day) and the employee who by agreement with the proper officer of the Railway is not subject to call and does not work on that day, such employee is credited with 8 hours for the holiday not worked, which time is included in making up the 4-week guarantee.
- 46.13** When a general holiday falls on a regular work day or on a call day (sixth day), and the employee is subject to call and is available to work on that day, such employee is allowed 8 hours for the holiday not worked in addition to the 4-week guarantee.

WORK PERFORMED ON GENERAL HOLIDAY

- 46.14** When a general holiday falls on a regular work day or on a call day (sixth day), and the employee works on that day, such employee is credited with one and one-half times the actual hours worked with a minimum of four and one-half straight-time hours. Such hours shall be included in making up the four-week guarantee. In addition, the employee will be paid eight hours at the pro rata hourly rate for the holiday, which time is excluded in making up the four-week guarantee. Service on such day shall be confined to work of an emergency nature or for the maintenance of customers' service.

RULE 47

ANNUAL VACATION

Section 1

47.1.1 An employee who, at the beginning of the calendar year, is not qualified for vacation under Rule 47.1.2 hereof, shall be allowed one working day's vacation with pay for each 25 days' cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 10 working days until qualifying for further vacation under Rule 47.1.2 of this section.

47.1.2 Subject to the provisions of Note 1 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 3 years and has completed at least 750 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 16-2/3 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 15 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 47.1.3 of this section.

Note 1: An employee covered by Rule 47.1.2 of this section will be entitled to vacation on the basis outlined therein if on his fourth or subsequent service anniversary date he achieves 1,000 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.1 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation; the adjustment will be made at the time of leaving.

47.1.3 Subject to the provisions of Note 2 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 10 years and has completed at least 2,500 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 12-1/2 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 20 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 47.1.4 of this section.

Note 2: An employee covered by Rule 47.1.3 of this section will be entitled to vacation on the basis outlined therein if on his eleventh or subsequent service anniversary date he achieves 2,750 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.2 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

47.1.4 Subject to the provisions of Note 3 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for

at least 18 years and has completed at least 4,500 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 10 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 25 working days; in subsequent years, he will continue vacation entitlement on the foregoing basis until qualifying for additional vacation under Rule 47.1.5 of this section.

Note 3: An employee covered by Rule 47.1.4 of this section will be entitled to vacation on the basis outlined therein if on his nineteenth or subsequent service anniversary date he achieves 4,750 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.3 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

47.1.5 Subject to the provisions of Note 4 below, an employee who, at the beginning of the calendar year, has maintained a continuous employment relationship for at least 28 years and has completed at least 7,000 days of cumulative service, shall have his vacation scheduled on the basis of one working day's vacation with pay for each 8-1/3 days of cumulative service, or major portion thereof, during the preceding calendar year, with a maximum of 30 working days.

Note 4: An employee covered by Rule 47.1.5 of this section will be entitled to vacation on the basis outlined therein if on his twenty-ninth or subsequent service anniversary date he achieves 7,250 days of cumulative service; otherwise his vacation entitlement will be calculated as set out in Rule 47.1.4 of this section. Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at the time of leaving.

47.1.6 In the application of Rule 47.1.5 the Company will have the option of:

- (a) scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
- (b) splitting the vacation on the basis of five weeks and one week, or portion thereof.

47.1.7 A year's service is defined as 250 days of cumulative compensated service.

- 47.1.8** In computing service under Rules 47.1.1, 47.1.2, 47.1.3, 47.1.4, and 47.1.5 of this Section 1, days worked in any position covered by similar vacation Agreements shall be accumulated for the purpose of qualifying for vacation with pay.
- 47.1.9** Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, authorized parental leave, to attend committee meetings or CAW-sponsored educational courses, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.
- 47.1.10** An employee who, while on annual vacation becomes ill or is injured shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge, and will complete his vacation if continuous with his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized local Union representative.
- 47.1.11** An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 47.1.12** An employee who is entitled to vacation shall take same at the time scheduled. If however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least fifteen working days advance notice of such rescheduling and will be paid overtime rates for all work performed during his scheduled vacation dates and will be granted vacation with pay to which he is entitled at a later date.
- Note 1:** This Rule 47.1.12 does not apply where rescheduling is the result of an employee exercising his seniority to a position covered by another vacation schedule, nor to apprentices moving between Main Shops and running repair points.
- 47.1.13** An employee shall be compensated for vacation at the hourly rate of pay he would have earned had he been working during the vacation period.
- 47.1.14** In the application of this Section 1, employees on a monthly guarantee will be paid for vacation on the basis of such guarantee.

Section 2

47.2 (a) An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Section 1, and, if not granted shall be allowed pay in lieu thereof.

(b) An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year shall upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

(c) An employee who leaves the service of his own accord shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Section 1.

Section 3

47.3 (a) An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

(b) Applications for vacation from employees at other than Main Shops filed between December 15 of the previous year and January 31, shall insofar as is practicable to do so be given preference in order of seniority of the applicants. Such applicants will be advised in February of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted. Notices of vacation periods will be posted prior to December 15. The dates mentioned in this Clause 3(b) may be changed by mutual agreement between the Local Union Representative and the proper officer of the Railway.

(c) Unless otherwise mutually agreed, employees who do not apply for vacation prior to February 1st shall be required to take their vacation at a time to be prescribed by the Company.

(d) Company and Union representatives shall meet for the purpose of determining whether the operational requirements of the Company will allow for an increased number of employees to be off on annual vacation. Employees with annual vacation entitlement shall be given preference to additional or extra allotments over employees with banked overtime.

Section 4

47.4 (a) The officer in charge and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation with the object of avoiding additional

expenses to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of a higher rated position, be paid the schedule rate applicable to such position.

Main Shops

- (b)** At the Main Shops the intention is to close the shops for the annual vacation period and the Management and duly authorized representatives of the employees will agree prior to January 31st of each year the date on which the various shops will close for vacation period.
- (c)** The period of close down for annual vacation at Main Shops will not exceed four weeks in each year.
- (d)** The Management and the Local Union Representative will co-operate with a view to providing staff to make repairs to machinery, etc., and to giving employment to as many as possible of the employees who are not entitled to full vacation. Such skilled employees as are necessary to balance the staff will be allowed vacations to which they are entitled at a mutually satisfactory date.
- (e)** Employees in Main Shops who are entitled to a vacation of three weeks or more may be permitted, upon request, to take a portion of their vacation at a time other than during the close down for annual vacations providing there is no increased cost to the Railway and subject to the right of the Railway to balance staff in order to ensure adequate productivity.
- (f)** During the annual vacation close down, Main Shop employees whose maximum vacation entitlement is less than the period of close down shall, notwithstanding any other provisions of the Collective Agreement, only be entitled to fill vacancies temporarily at running points for which they are fully qualified.
- (g)** The proper officer of the Company and the respective Regional Union Representative will co-operate in an effort to ensure that as many Main Shop employees as possible, whose maximum vacation entitlement is one week or more less than the period of close down, will be given the opportunity to fill vacancies at running points for which they are fully qualified to immediately perform the work involved.

It is agreed that the co-operation referred to above will include the principle of granting additional running point mechanics, apprentices, helpers and coach cleaners vacations during the period of the close-down at Main Shops, so that the employee referred to in paragraph 1 of this rule, may be permitted to

temporarily transfer to line shop as vacation relief. The granting of such additional vacations will only be considered to the extent that there are mechanics, apprentices, helpers and coach cleaners fully qualified to immediately and adequately perform the work on the vacancies thereby created.

It is understood by the parties that agreement to the above does not mean that all employees referred to in paragraph 1 of this rule would be given the opportunity of transferring temporarily to line shops, but only that number required to ensure efficient operation of the line shop. The parties will also take cognizance of the fact that although a mechanic may be fully qualified in his trade, he will not necessarily be familiar with line work and, therefore, it would not be feasible for the Company to release line shop employees for vacation purposes to the extent that line shop operations would be affected because of these vacation relief employees being unfamiliar with line operation.

It is also understood that to ensure efficient vacation planning at line shops, those Main Shop employees wishing to transfer shall make their intention known by February 28th. An employee whose application for transfer has been accepted will only be permitted to withdraw such application for just cause as provided for in Rule 47.4(h), or by agreement between the employee and the Company.

- (h) An employee who undertakes to transfer to a running point for a temporary period under this Rule and who has been cleared to do so shall, if he later declines to exercise his seniority and fill the position without just cause, be debarred from the benefit of this Rule in the following year.
- (i) Employees working in Main Shops during vacation period will be compensated during regular shop hours at pro rata rates, except as otherwise provided in Rule 47.1.12.

Running Work

- (j) At running points the recognized vacation period will be from March to November, inclusive. When mutually arranged, vacations may be taken outside of the recognized period. Where additional relief is required and cannot be obtained and the requirements of the service make it necessary to extend the recognized vacation period, the Company and Local Union Representative will be required to work out a practical arrangement. (See Appendix 7)

RULE 48

LIFE INSURANCE UPON RETIREMENT

- 48.1** An employee who retires from the service of the Company subsequent to May 31st, 2001 will provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon such retirement, to a \$6,000.00 life insurance policy, fully paid up by the Company. Effective January 1st, 2003, the amount will be increased to \$7,000.00.

RULE 49

DENTAL PLAN & EXTENDED HEALTH AND VISION CARE PLAN

Dental Plan

- 49.1** The Dental Plan shall be that Plan established by the Dental Plan Agreement(s) dated June 30, 1989, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

Extended Health and Vision Care Plan

- 49.2** The Extended Health and Vision Car Plan shall be that Plan established by the Extended Health and Vision Care Plan Agreement(s) dated June 30, 1989, as revised, amended or superseded by any Agreement to which the parties to this Collective Agreement are signatories.

RULE 50

JOB SECURITY -- SUB, ENHANCED SUB, EMPLOYMENT SECURITY

- 50.1** The provisions of the Job Security Agreement dated May 4, 2001, as may be revised, amended or superseded between the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), Local 101, to which the Company and the Union are signatories, shall apply to employees in positions covered by this Agreement.

RULE 51

EMPLOYEE BENEFIT PLAN -- LIFE INSURANCE AND SICKNESS BENEFITS

51.1 The provisions of the Employee Benefit Plan -- Supplemental Agreements, dated April 21, 1989, as revised, amended or superseded by any Agreement between the Company and the CAW-TCA Canada, Local 101, will apply to employees covered by this Agreement.

RULE 52A

CARMEN'S CRAFTS SPECIAL RULES

Carmen's Qualifications

52. 1A Any person who has successfully completed a Railway Carmen's apprenticeship or who has had four (4) years practical experience at Carmen's work through on-the-job training and who can demonstrate that, with the aid of tools, with or without drawings, he can lay out, build and perform the work of the occupation of this Craft in a mechanical manner, shall constitute a fully qualified Carman and as such shall be shown on the permanent Carmen's Craft seniority list.

Carmen's Work

52. 2A Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars), painting, upholstering, tile setting, glass cutting, bevelling, embossing, and inspecting all passenger and freight cars, both wood and steel, motor coaches; planning mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing and removing and applying locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks in main and back shops, and wood wagon wheels, hose bag fitter, and stove fitter, pipe and inspection work in connection with air brake equipment on freight cars, repairing and assembling car and coach triple valves, applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting, varnishing, surfacing, decorating, lettering; cutting of stencils and removing paint, (not including use of sand blast machine or removing vats); all other work generally recognized as painter's work under the supervision of the Locomotive and Car Departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliances and train car repairers, on track auxiliary and hi-rail wrecking crane operator, oxy-acetylene and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.

It is understood that the present practice in the performance of work between the carmen and boilermakers will continue.

Carmen Apprentices and Carmen in Training

52.3A Include Carmen Apprentices and Carmen Trainees in connection with the work as defined in Rule 52.2.

Trades Helpers

52.4A (a) Employees regularly assigned to help Carmen and Apprentices, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, removing of paint on other than passenger cars preparatory to painting, stock keepers (Car Department), operators of bolt threaders, nut tappers, rivet heaters, drill presses, and punch and shear operators (cutting only bar stock and scrap), painters' helpers, triple cleaners, sand blasters, car oilers and packers, cleaners for painters, dip tank employees, dope and oil reclaiming, sterilizing drinking water tanks, thaw out men and all employees working with live steam except on trucks and undergear, supply and material carriers when required to select materials, brass cleaners, wood machine helpers, upholsterers' helpers, seamstresses, car heater and ice men, including the icing of air-conditioned equipment at points where it originates (where work not now performed by helpers present practice to continue, but with intention of extending practice of using helpers as practicable), gas fillers, tool room attendants, holding on rivets, striking chisel bars, side sets and backing out punches, using backing hammer and sledges in assisting Carmen in straightening metal parts of cars, cleaning journals, repairing steam and air hose, assisting Carmen in erecting scaffolds, crane slingers, and all other work generally recognized as Carmen Helpers' work, shall be classed as helpers.

(b) The assignment of work specified in this Rule 52.4A (b) to helpers shall not be construed as restricting Carmen from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

- (i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor
- (ii)** will any Carmen presently in the work force be laid off or have his rate of pay affected;
- (iii)** will not interfere routinely with the normal Carmen, helper, apprentice work gang team now in practice;
- (iv)** will maintain the ratio of Carmen to helpers now existing in the craft, locations and shops.

Note: The ratio in Clause (iv) above means the number of Carmen in relation to helpers in existence as of January 16th, 1974.

Burning deck bolts and stripping decking.

Stripping interior lining, removing underframe components, trucks, air brake equipment, draft gear and couplers.

Dismantling trucks.

Dismantling and cleaning two compartment air reservoirs, air brake cylinders.

All machine sanding operations.

Paint trucks, frames, steps, pilot and underframes.

Priming, putty, glazing and rubbing operations.

Huck gun operations.

Operating power saws in relation to the application of blocking, lining and decking.

Coupling and uncoupling hoses.

Repetitive Machine Operations

Operating shears.

Operating punches.

Wrecking Crews

52.5A Carmen assigned to wrecking crews, including wrecking crane operators, shall be paid for such services as per Rule 6 from time called until return to their home station. Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

Inspectors

52.6A Employees assigned to inspecting must have the necessary knowledge of the A.A.R. rules and safety appliances laws, and be able to make the necessary reports in connection with interchange work.

Safety Appliance Employees

52.7A As far as practicable employees assigned to follow inspectors in yards to make safety appliances and light running repairs, shall not be required to work on cars taken from trains to repair tracks.

52.8A Protection for Inspectors and Repair Employees

Switches of repair tracks will be kept locked with special locks, and employees working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

52.9A Trains or cars while being inspected or worked on by train yard employees will be protected by blue flag by day and blue light by night. Employees covered by Rules 52.8 and 52.9 shall be governed by the regulations as approved by the Canadian Transport Commission.

Carmen One Man Points

52.10A A "one man point" is an outlying point where there is employed one Carman, day, and one, night, or where there is only one Carman Employed.

52.11A Carmen stationed at one man points shall be allowed 179.3 hours per four-week period made up of 160 hours at straight time and 19.3 hours at time and one-half at the hourly rate provided in Rule 32.

52.12A Where car inspectors, including work train inspectors, or car repairs at one man points are required by order to work a total of more than 179.3 hours per four-week period, they shall be paid for all time worked in excess of 179.3 hours per four-week period in accordance with the following:

In the application of Rules 52.11A and 52.12A:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period.

If these total overtime hours worked exceed 57.9 (comprised of 19.3 hours x 3 four-week periods) such additional hours worked in excess of 57.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

Note: Should an employee take a position paid on the basis of this Rule 52.12 and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

52.13A Employees covered by Rules 52.10 to 52.16 inclusive shall be assigned to work five days per week, their working hours shall be mutually arranged to suit conditions and less than 8 hours may be specified for certain days. The sixth day shall be considered as a standby day and employees must be available for call for work of an emergency nature or for the maintenance of customer services on such day. The seventh day, Sunday if possible, shall be their regular assigned rest day.

52.14A Carmen working under the provisions of Rules 52.10 to 52.16 inclusive, including those assigned to the combined duties of engine watchmen and car cleaners, will be subject to call on the sixth day for emergency work or for the maintenance of customer services. Routine service, ordinary maintenance and construction work shall not be considered as emergency work.

52.15A Service on an assigned regular rest day shall be paid at the overtime rates as provided for in Rules 2 and 5. Hours paid for on such rest day shall not be included in computing the 179.3 hours per four-week period.

52.16A Such employees shall be compensated for the general holidays specified in Rule 46.2 in accordance with the provisions of Rules 46.12 to 46.14 inclusive.

Miscellaneous

52.17A (a) Air hammers, jacks, and all other power driven machinery and tools, operated by Carmen or their Apprentices will be furnished by the Company and maintained in safe working condition.

(b) Crayons, soapstones, marking pencils, tool handles, saw-files, motor bits, augers, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the Company.

(c) Carmen shall not be required to go out on track motor cars for road repair work unless car is in charge of a qualified operator.

52.18A (a) When necessary to repair cars on the road or away from the shops and/or repair tracks, Carman and helper in connection with Carmen's work, will be sent out to perform such work as putting in couplers, draft gear, truck repairs, putting cars on center, and wheels, and work of similar character, and wherever cars are set out for repairs on the road, facilities such as blocks, jacks, etc., will be provided. This will include Carmen assigned to road repair vehicles in connection with all work generally recognized as Carmen's work. Employees performing such work will protect themselves as per Rule 52.9 (A).

- (b) When it is necessary to send an employee out on the road to change a brass, a Carman will be used, except, when oiling and preparing cars in storage on the road, the helper oiling may change brass.

Carmen's Apprentices

52.19A Regular apprenticeships will be established and Apprentices shall be governed by the General Rules covering Apprentices.

Advanced Promotion of Apprentices and Trades Helpers

52.20A (a) In the event of not being able to employ fully qualified Carmen in accordance with Rule 52.1 and the Carman Apprentice program not providing employees enough to do the work, the force may be increased in the following manner:

- (b) Carman Apprentices who have completed their sixth term may be advanced to carmen at point employed in the order they commenced their Apprenticeship and will be paid the basic rate of the position occupied. They will continue to be governed by the Apprenticeship Rules.

- (c) Advanced Apprentices will not be considered as having Carman seniority during their period of advancement, however, upon completion of 7680 hours, made up of hours worked as regular Apprentices, and of those worked as advanced Apprentices, will be granted seniority on the permanent Carmen's seniority list as intended within the provisions of the Apprentices' rules.

- (d) At certain locations and under certain conditions, where it is considered impracticable to institute on-the-job training, Trades Helpers or other employees may be promoted, transferred, or hired to Carman positions. Such employees will be governed by the conditions of Rule 52.22(i) for seniority purposes and will be subject to the qualifying tests for Carmen.

52.21A The duly authorized committee at the point concerned will be consulted and mutual understanding arrived at prior to advancing Apprentices, promoting helpers, or transferring employees as Carman Trainees.

Carmen Trainees

52.22A (a) Trades Helpers in their seniority order, or other employees, may be promoted, transferred or hired into Carman Trainee positions, subject to their ability to successfully complete a mechanical aptitude test and a suitable mathematical examination.

- (b)** Other qualifications being equal, employees under the jurisdiction of the Carmen's Organization shall be given preference.
- (c)** Prior to the completion of 65 working days as a Carman Trainee, such employees will be required to undergo Craft tests related to the nature of the work to which they have been assigned. Such tests to be derived from the mutually agreed Qualifying Tests for Carmen, and to be carried out in accordance with the conditions in the preamble thereof. Failure to qualify on this initial test will be sufficient to revert the employee to the last classification from which promoted. In the case of a newly hired employee, failure to qualify on such initial test will be sufficient to release him from service.
- (d)** Employees who do not display the desire and aptitude to learn the trade shall not be retained in the Craft. Those employees who are retained as Carman Trainees will be required to undergo periodically the mutually agreed Qualifying Tests for Carmen; such tests to be related to the nature of the work to which they have been assigned, and to be carried out in accordance with the preamble thereof. Carman Trainees may be required when necessary or desirable to work on various work assignments and at other work locations within their seniority terminal or basic seniority territory, in order to further their training as Carmen.
- (e)** An employee who fails to qualify on any of these tests will not be retained in the craft, and such failure shall be sufficient to release him from service.
- (f)** Carman Trainees will receive the hourly rate of pay as specified in Rule 32.
- (g)** Carman Trainees promoted from work classifications under the jurisdiction of this Craft will have their names continued on the seniority list(s) from which promoted, until they have qualified as fully qualified Carmen and have established a seniority date on the permanent regular Carmen's list, under the provisions of paragraph (i) of this Rule 52.22. These Carman Trainees who have not already established seniority as Coach Cleaner, shall be accorded a date on the Coach Cleaner's seniority list equivalent to their seniority as Carman Helper.
- (h)** Other employees hired as Carman Trainees, who have successfully passed the initial test outlined in paragraph (c) of this Rule 52.22, will have their names entered on the seniority list(s) in the lower classification(s) coming under the jurisdiction of the Carmen's Organization, at the seniority terminal employed consistent with the date of entry as a Carman Trainee.
- (i)** A Carman Trainee will be required to work four years consisting of a total of 1044 days of cumulative compensated service in the Trainee's classification as defined herein. Upon completion and on successfully passing all

qualification tests, he will be placed on the Carmen's permanent seniority list at the point at which he was promoted, with a date four years retroactive from the date of such completion and shall have his name removed from the seniority lists of all lower classifications within the craft. Time off duty on account of bona fide illness and/or injury shall not be deducted from the accumulation of time for the purpose of establishing the employee's seniority date. However, all time lost shall be made up as training prior to the employee being allowed to establish fully qualified Carman status.

- (j) Carman Trainees will be allowed to exercise their seniority in the lower classification as per the intent of Rule 23.14, only in the event that they are laid off as Carmen and/or are unable to hold a Carman Trainee position at the seniority terminal employed, or in the event of compassionate grounds (i.e. illness) at which time they may be allowed to exercise their seniority by mutual agreement between the Regional Union Representative and the proper officer of the Company.
- (k) When it becomes necessary to reduce the force of Carmen at any seniority terminal, Carman Trainees and advanced Apprentices will be reduced in reverse order of the date of entry into the Carman Classification. In the restoration of Carmen forces, such Carman Trainees will be required in their seniority order to continue their training.
- (l) Calculation of time shall commence from the date of first entry into the Carman Trainee classification for a continuous period of 90 days or more, following his last day of entry into service.
- (m) Employees hired or transferred into the Carmen's Organization with a view to becoming a Carman Trainee will, when considered desirable by the Company's officers concerned, be subject to such additional entrance requirements as may be mutually arranged between the proper officer of the Company and the Regional Union Representative.

Trades Helpers Entering Apprentice Training Program

- 52.23A (a)** Trades Helpers who have worked as Trades Helpers in the craft for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the Craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Division and then to the Region, except as may be

mutually agreed between the proper officer of the Company and the President of Local 101.

- (b)** A Helper entering the Apprentice training program will have his seniority as a Helper and/or Coach Cleaner protected during his term of apprenticeship, but shall not be permitted to revert to his former Helper or Coach Cleaner's status except in the case of reduction of staff, or if unsuitable as an Apprentice in accordance with Rule 31. An Apprentice who due to a reduction in staff reverts to Helper or Coach Cleaner's status will, when an increase in staff permits, be obligated to resume his Apprentice training.
- (c)** Except as otherwise provided for herein the Apprentice rules covering regular Apprentices shall also apply to these Apprentices.

Coach Cleaners

- 52.24A (a)** The general rules and conditions of this Agreement will apply to Coach Cleaners. Coach Cleaners at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight-hour period of service.
- (b)** An outlying point is a point where not more than three Coach Cleaners are employed.
 - (c)** Coach Cleaners will be given preference in filling Trades Helpers' positions if, upon application, they can be reasonably expected to perform the work.
 - (d)** Those accepting promotion to the Helper's classification will have their names retained on the Coach Cleaner's seniority list and will continue to accumulate seniority in the Coach Cleaner's classification. Upon accepting a position of Helper, Coach Cleaners will be obliged to continue in the Helper's classification as long as their seniority permits them, and will only be allowed to revert and exercise their seniority in the Coach Cleaner's classification for medical reasons or upon being laid off as Helpers. Those Coach Cleaners who are promoted to Helpers and subsequently qualify and accept promotion to the position of Carman Trainee, will have their seniority protected in the Coach Cleaner's and Helper's classifications, as per the provisions of Rule 52.22 until qualifying for seniority on the Carman's regular seniority list, at which time their names will be removed from the seniority lists of Helpers and Coach Cleaners. This clause shall also apply to Coach Cleaners entering the Carman Apprentice training program.

RULE 52B

MACHINISTS' CRAFT SPECIAL RULES

Machinists' Qualifications

52.1B Any employee who has served an apprenticeship or who has had four years' experience at the machinists' trade, and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, turning, shaping, boring, planning, grinding, finishing, or adjusting the metal parts of any machine or locomotive whatsoever shall constitute a machinist.

Machinists' Work

52.2B Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power, including diesels, and other metal power devices), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery; scale building, erecting and maintaining shafting and other shop machinery; ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding; axle truing, axle, wheel and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, equipment, bolting and breaking of all joints on superheaters; oxy-acetylene and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; car wheel borer, lassiter and lapping machine operators; place edge planer operator; super-heater bender and surfacer; engine truck fitter; tyre setter (driving wheels and engine truck); cylinder chipper; brass filer and assembler (not including trimming); packing of cab mountings and glands; tender truck building and repairing in back shops; crane slingers in locomotive shops on cranes of 100 ton capacity or over, not working under the direct guidance of a foreman; driving wheel pressmen; and all other work generally recognized as machinists' work.

Machinist Apprentices

52.3B Include regular apprentices in connection with the work defined by Rule 52.2.B

Trades Helpers' Work

52.4B (a) Helpers' work shall consist of helping machinists and apprentices, operating drill presses and bolt threaders not using facing, boring or turning head or

milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, cranimen helpers on locomotive and car work, except as provided in Rule 52.2A, attending tool room, shaft and machinery oiling; locomotive oiling; box packing, assisting in dismantling locomotives and engines; applying all couplings between engine and tender; locomotive tender and draft rigging work, except when performed by carmen, except as provided in Rule 52.2A; beltmen; motor truck operators; supply man (material carrier); lagger (other than wood); and all other work generally recognized as helpers' work.

(b) The assignment of work specified in this Rule 52.4B (b), to helpers shall not be construed as restricting Machinists from performing helpers' work as required, and subject to the following conditions that the Company in implementing the proposal;

- (i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor
- (ii)** will any mechanic presently in the work force be laid off or have his rate of pay affected;
- (iii)** will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;
- (iv)** will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

Note: The ratio in clause (iv) above means the number of Machinists in relation to helpers in existence as of January 16th, 1974.

Removing main engines, compressors, trucks, draft gear and couplers, genemotors, drive shafts.

Dismantling main engines, trucks, compressors, roller bearings and boxes.

Machine Pressing Operations

Pressing bushings in or out on brake gear, draft gear and other parts as required.

Repairing or replacing vehicle tires.

Removal and application of filters.

Grinding out nicks in axle body between wheel seats.

Dismantling trolleys for mechanical reefer cars.

Repetitive machine operations

Hand grinding and buffing

Milling machine (turnout and riser side plates and journal wedges)

Shaper (separator blocks and gauge plates)

Planer (heel filler and end blocks)

Shear bar stock

Saw rails

Machinists Assigned to Running Repairs

52.5B Machinists assigned to running repairs shall not be required to do work on back shop work at points where back shop forces are maintained.

Back Shop and Running Repair Forces

52.6B Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

Work at Wrecks

52.7B In case of wrecks where engines are disabled, machinist, and helper if required (more if necessary), shall accompany the wrecker. They will work under the direction of the wreck foreman. They will be paid for wrecking service as per sixth paragraph of Rule 6 while working at wrecks or in charge of wrecked engines.

Trades Helpers

52.8B A helper when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinist, both under the direction of the foreman.

52.9B When vacancies occur under classification of trades helper (temporary or permanent), trades helpers in the service will be given preference in promotion to position paying either the same or higher rate at shop employed, seniority to govern.

Markers Off

52.10B Machinists assigned as Markers Off, shall be paid as per Rule 32.1.

Trades Helpers entering Apprentice Training Program

52.11B (a) Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Division and then to the Region, except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

(b) Trades helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

An apprentice who due to a reduction in staff is returned to a helper's status will, when an increase in staff permits, be obligated to resume his apprentice training. A helper refusing to resume his apprentice training will retain his helper's seniority but shall not thereafter be permitted to re-enter the apprentice training program.

(c) Except as otherwise provided for herein the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of machinist apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

RULE 52C

SHEET METAL WORKERS' CRAFT SPECIAL RULES

Sheet Metal Workers' Qualifications

52.1C Any person who has served an apprenticeship or has four or more years' experience in the various branches of the trade, who is qualified and capable of doing sheet metal work as applied to buildings, machinery, locomotives (steam or diesel), cars, etc., whether it be tin, sheet iron or sheet copper, shall constitute a sheet metal worker.

Sheet Metal Workers' Work

52.2C Sheet metal workers' work shall consist of silversmithing, tinning, coppersmithing, metal spray gun work in shops, yards, building, on passenger coaches, motor coaches and engines of all kinds including tenders; lead burning; babbitting (not scrap reclaimer); the building, erecting, assembling, installing, dismantling (for repairs only); and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron, sheet aluminum, of 10 gauge and lighter (present practice between sheet metal workers and boilermakers to continue relative to gauge of iron), including brazing, soldering, tinning, leading and babbitting (except car and tender truck journal bearings), the operation of babbitt fires (in connection with sheet metal workers' work); oxy-acetylene and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work.

Sheet Metal Worker Apprentices

52.3C Include regular apprentices in connection with the work as defined by Rules 52.2.

Sheet Metal and Trades Helpers' Work

52.4C (a) Employees regularly assigned as trades helpers shall assist sheet metal workers and apprentices.

(b) The assignment of work specified in this Rule 52.4C (b) to helpers shall not be construed as restricting Sheet Metal Workers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

- (i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts nor;

- (ii) will any mechanic presently in the work force be laid off or have his rate of pay affected;
- (iii) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;
- (iv) will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

Note: The ratio in Clause (iv) above means the number of Sheet Metal Workers in relation to helpers in existence as of January 16th, 1974.

Dismantling radiators, cab heaters.

Grill removal.

Cleaning radiator cores, cab heater cores, lube oil cooler cores.

Tinning meat hooks.

Sheet Metal Workers Assigned to Road Work

52.5C Sheet metal workers will be sent out on the line and to outlying points, when their services are required, but not for small, unimportant running repair jobs.

Assignment of Running Repair Force to Dead Work

52.6C The assignment of running repair sheet metal workers to back shop work shall not be the recognized practice; but at points where no back shop sheet metal workers are employed, they may be so assigned if the needs of the service require it.

Assignment of Dead Work Force to Running Repairs

52.7C Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

Sheet Metal Worker and Trades Helpers Entering Apprenticeship Program

52.8C (a) Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an

apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed.

In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Area (Division) and then to the Region, except as may be mutually agreed between the proper Officer of the Company and the President of Local 101.

- (b) A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

An apprentice who, due to a reduction in staff, is returned to a helper's status will, when an increase in staff permits, be obligated to resume his apprentice training.

- (c) Except as otherwise provided for herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.
- (d) The number of such apprentices will not exceed twenty percent of the total number of Sheet Metal Workers' apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

RULE 52D

BOILERMAKERS & BLACKSMITHS CRAFTS' SPECIAL RULES

A. Boilermakers' Craft Special Rules

Boilermakers' Qualifications

- 52.1D** Any person who has served an apprenticeship or who has had four years' experience at the trade who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner shall constitute a boilermaker.

Boilermakers' Work

- 52.2D** Boilermakers' work shall consist of laying-out, cutting apart, building or repairing boilers, tanks and drums, inspecting, patching, rivetting, chipping, caulking, flanging and flue work; building, repairing, removing and applying steel cabs and

running boards; laying out and fitting up any sheet iron or sheet steel work made of 16 gauge or heavier; (present practice between boilermakers and sheet metal workers on Railroads to continue relative to gauge of iron), including fronts and doors; grates and grate rigging, ash pans, front end netting and diaphragm work; engine tender, steel underframe and steel tender truck frames, except where other mechanics perform this work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums, applying and removing arch pipes; operating punches and shears for shaping and forming pneumatic stay bolt breakers, air rams and hammers; bull, jam and yoke rivetters; boilermakers' work in connection with the building and repairing of steam shovels, derricks, booms, housing circles and coal buggies; eye beam, channel iron, angle iron and tee iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxy-acetylene and electric welding, on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work on steam, electric or diesel locomotives. It is understood that present practice in the performance of work between boilermakers and carmen will continue.

Boilermaker Apprentices

52.3D Include regular apprentices in connection with the work as defined by Rule 52.2.

Trades Helpers' Work

52.4D (a) Employees assigned to help boilermakers and their apprentices; operators of drill presses and bolt cutters in boiler shop, boiler washers and helpers, employees cutting only bar stock and scrap, flue cleaners. As far as practicable, regularly assigned helpers will be used on flange fires. Classified boilermakers' helpers will attend tool room in boiler shop where regular attendant is employed. Holding on all stay bolts and rivets, striking chisel bars, side sets and backing out punches, scaling boilers and heating rivets, (except when performed by apprentices) and all other work properly recognized as boilermaker helpers' work.

(b) The assignment of work specified in this Rule 52.4D (b) to helpers shall not be construed as restricting boilermakers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

- (i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor
- (ii)** will any mechanic presently in the work force be laid off or have his rate of pay affected;

- (iii) will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;
- (iv) will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

Note: The ratio in clause (iv) above means the number of boilermakers in relation to helpers in existence as of January 16th, 1974.

Removing hoods

Removing pilots and steps

Repetitive machine operations

Operating punching machines

Operating shearing machines

All hand grinding and buffing

52.5D In the event of not being able to employ boilermakers qualified in accordance with Rule 52.1D, and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions, until such time as qualified boilermakers become available.

An employee from within the craft promoted to temporary boilermaker may, after having accumulated four years' experience as a boilermaker, be given the qualifying test of the craft, and if successful, will be placed on the boilermakers permanent seniority list, and will be credited with one year's seniority as of the date he accumulated the four years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

Boilermakers Assigned to Running Repairs

52.6D Boilermakers assigned to running repairs may be used to perform other boiler work. Boilermakers assigned to locomotive general repair work may be used to perform running repair work when the regular assigned running repair forces are unable to get engines out to meet service requirements.

Boilermakers who have been working on hot work will not be required to work on cold work until given sufficient time to cool off.

Special Services

52.7D Flange turners, layers out, and fitters up shall be assigned in back shops where flue sheets and half side sheets of fire boxes are flanged, removed and applied. One man may perform all these operations where the service does not require more than one man.

Protection of Boilermakers, Apprentices and Trades Helpers

52.8D Boilermakers, apprentices and helpers will not be required to work on boilers or tanks while electric or other welding processes are in use or when tires are being heated unless proper protection is provided.

52.9D Not more than one oxy-acetylene welding or cutting operator or electric operator will be required to work in fire box or shell of boiler at the same time unless proper protection is provided.

52.10D Oxy-acetylene welding or cutting operator or electric operator will be furnished with helper when necessary or when it is essential for personal safety.

52.11D Should it become necessary to send oxy-acetylene welder or cutter or electric operator out of the shop in cold weather, he will be given ample time to dry off before being sent out.

52.12D When it is necessary to renew, remove, or replace flue, door, side or crown sheets, by means of oxy-acetylene or other cutting and welding processes, such portion of the ash pan wings and grates as interfere with the operator will be removed. Dome caps will be removed and front ends opened up if required for proper ventilation.

52.13D Boilers will have steam reduced or blown off and be sufficiently cooled before boilermakers or apprentices are required to work in them; blowers will be furnished when possible to do so.

52.14D Fire boxes, front ends and ash pans will be properly cleaned out before boilermakers or apprentices are required to work in them. Front ends and fire boxes of engines held in for other than running repairs will be cleaned out before boilermakers or apprentices are required to work in them. Firebrick unduly interfering with the work to be performed will be removed.

52.15D In back shops at least one boilermaker and a competent apprentice with at least two years' experience will be used to operate a long stroke hammer in continuous operation; that is, an air hammer capable of driving stay bolts or rivets 5/8" diameter or larger.

- 52.16D** When rolling or expanding superheater flues with pneumatic tools (not including beading) a boilermaker and a competent apprentice with at least two years' experience, will be used.
- 52.17D** At points where there are not sufficient boilermakers or apprentices available, a helper will be used to assist boilermakers to do such work.
- 52.18D** No tapping or reaming will be done in fire boxes when same is near enough to endanger the men working on inside of fire box. A space of ten rows of stay bolts will be considered sufficient, it being understood that the helper will protect the men with a sleeve over tap, when tapping is being done.
- 52.19D** When necessary, boilermakers shall be furnished with experienced helpers when sent out on the road or called in to work.

Removal of Flues

- 52.20D** When flues (other than burst flues) are to be removed, the front end will be opened and such parts of the draft appliances as unduly interfere with the boilermaker will be removed. Centre arch pipes in engines, other than those equipped with combustion chambers, which unduly interfere with boilermakers in the performance of their work, will be removed.

Trades Helpers on Flange Fires

- 52.21D** Helpers on flange fires will not be asked to go outside of shop to handle fuel during cold weather before being given an opportunity to cool off.

Trades Helpers Entering Apprentice Program

- 52.22D (a)** Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Division and then to the Region, except as may be mutually agreed between the proper officer of the Company and the President of Local 101.
- (b)** A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

An apprentice who due to a reduction in staff is returned to a helper's status will, when an increase in staff permits, be obligated to resume his apprentice training.

- (c) Except as otherwise provided for herein the apprentice rules covering regular apprentices shall also apply to these apprentices.
- (d) The number of such apprentices will not exceed twenty percent of the total number of boilermakers' apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

B. Blacksmiths' Craft Special Rules

Blacksmiths' Qualifications

- 52.23D** Any person who has served an apprenticeship, or has had four years varied experience at the blacksmith's trade shall be considered a blacksmith. He must be able to take a piece of work pertaining to his class, and with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.
- 52.24D** Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering; spring-making, tempering and repairing, potashing, annealing, case and bichloride hardening; flue welding under blacksmith foreman; operating furnaces, bulldozers, forging machines, dropforging machines, bolt machines and Bradley hammers; hammersmiths, drop hammermen, trimmers, rolling mill operators; automatic hammer men; spring plate operators, (except shearing and punching cold); bolt and nut makers; bending machine men; flue swedge operators (5 inches and over); car brake gear repairers; operating punches and shears, doing shaping and forming in connection with blacksmiths' work; forging stay bolts, oxy-acetylene and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work.

Blacksmith Apprentices

- 52.25D** Include apprentices in connection with the work as defined by Rule 52.24D.

Trades Helpers' Work

- 52.26D (a)** Employees assigned to helping blacksmiths and apprentices; heaters, hammer operators, machine helpers, drill press and bolt cutter operators, punch and shear operators (cutting only bar stock and scrap) in connection with blacksmiths' work; flue end piecers; flue end cutters; flue saw operators; cold saw operators (rails and bar stock only); iron straighteners

(scrap in dock and yard); iron choppers; and all other work generally recognized as blacksmith helpers' work.

(b) The assignment of work specified in this Rule 52.26D (b) to helpers shall not be construed as restricting blacksmiths from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

- (i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor
- (ii)** will any mechanic presently in the work force be laid off his rate of pay affected;
- (iii)** will not interfere routinely with the normal mechanic, helper apprentice work gang team now in practice;
- (iv)** will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

Note: The ratio in clause (iv) above means the number of blacksmiths in relation to helpers in existence as of January 16th, 1974.

Repetitive Machine Operations

Operating furnaces for the purpose of stress relieving and annealing

Operating punches

Operating shears

Dismantling springs

Finish grinding of all types of track tools

Threading machine

Pointing machine

Dismantling brake beams

Straightening meat hooks

Temporary Blacksmiths

52.27D In the event of not being able to employ blacksmiths qualified in accordance with Rule 52.23D and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified blacksmiths become available.

An employee from within the craft promoted to temporary blacksmith may, after having accumulated four years' experience as a blacksmith, be given the qualifying test of the craft and if successful will be placed on the Blacksmiths' permanent seniority list and will be credited with one year's seniority as of the date he accumulated the four years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

Rate to be Maintained

52.28D When the performance of a certain class of work is transferred and performed by a different process the rate established under this Agreement for the work being transferred shall be paid for the time occupied in the performance of the work under the new process.

Rates for Trades Helpers' Building Fires

52.29D Trades helpers required to prepare heavy furnaces or build fires on their own time shall be paid time and one-half on a minute basis with a daily minimum of twenty minutes on that basis.

Heaters

52.30D Furnace operators (heaters) will be assigned to operate furnaces making or working material the equivalent of six inches square or over and heating it for hammersmiths.

Heaters will be assigned to operate furnaces used in connection with forging machines 4 inches and over, or to heat any material the Heaters will be assigned to heavy blacksmiths fires and drop hammer furnaces.

When heaters are required on other furnaces helpers will be used.

Hammer Drivers

52.31D Competent steam hammer drivers will be furnished.

Blacksmiths Assigned to Road Work

52.32D Blacksmiths sent out on the road to do blacksmiths' work will be accompanied by a helper when such work requires a helper.

Trades Helpers Entering Apprenticeship Program

52.33D (a) Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Division and then to the Region, except as may be mutually agreed between the proper Officer of the Company and the President of Local 101.

(b) A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8. An apprentice who due to a reduction in staff is returned to a helper's status will, when an increase in staff permits, be obligated to resume his apprentice training.

(c) Except as otherwise provided for herein, the apprentice Rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of blacksmiths apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

RULE 52E

ELECTRICAL WORKERS' CRAFT SPECIAL RULES (INCLUDING ROAD AND TERMINAL ELECTRICIANS)

Electricians Qualifications

52.1E Any person who can produce documentation showing proof that he has completed an electrical apprenticeship or that he has had five years' occupational or on the job training equivalent to that of an electrician and is competent to

execute the work to a successful conclusion will be rated as a journeyman electrician.

Electricians' Work

52.2E Electricians' work shall include electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, switchboards, meters, motors and controls, motor generators, magnetos, igniters, electric welding machines, electric headlights and headlight generators, storage batteries, axle lighting equipment, and welding on work generally recognized as electricians' work. All inside work on public address, shop telephone, fire alarms and electric recording systems, radio equipment and electric clocks, electric lighting fixtures, winding armatures, fields, magnet coils, rotors, transformers and starting compensators. Inside and outside wiring of shops, buildings, yards and on structures, all electric wiring and conduit work in connection therewith, including steam, gas electric, diesel electric and electric locomotives, passenger trains, motor cars, electric tractors and trucks and buses. Repairs to wiring of ignition for internal combustion engines, magnetic, electronic and all other types of electric control. Electric cable splicers, linemen who are required to work on live catenary as part of their regular assignment, and all other work generally recognized as being electricians' work.

An electrician will not necessarily be an armature winder or lineman.

Classification of Linemen, etc.

52.3E Persons employed as linemen (except as covered by Rule 52.2E), motor attendants, generator attendants and sub-station attendants who start, stop and oil and keep their equipment clean and change and adjust brushes for the proper running of their equipment, electric switchboard operators, coal pier dumpers, and coal pier conveyor car operators, in connection with the loading and unloading of vessels. Electric crane operators for cranes of less than forty (40) ton capacity.

Linemen's work shall include building, repairing and maintaining of pole lines and catenary, and supports for service wires and cables, overhead and underground, together with their supports. Maintaining, inspecting and installing third rail and bonding track rail, pipelines or conduit for these cables. All outside wiring in yards and other work properly recognized as linemen's work.

Classification of Groundmen, etc.

52.4E Groundmen's work shall consist of assisting linemen in their duties when said work is performed on the ground.

52.5E Electric transfer table operators, coal pier elevator operators and coal pier electric hoist operators in connection with loading and unloading vessels.

52.6E Include regular apprentices in connection with electrical workers.

Trades Helpers

52.7E (a) Employees regularly assigned as helpers to assist electrical workers and apprentices, also to perform such battery work as may be agreed upon and crane slingers and transfer table cable men.

(b) The assignment of work specified in this Rule 52.7E (b) to helpers shall not be construed as restricting electrical workers from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

- (i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor
- (ii)** will any mechanic presently in the work force be laid off or have his rate of pay affected;
- (iii)** will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;
- (iv)** will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

Note: The ratio in clause (iv) above means the number of Electricians in relation to helpers in existence as of January 16th, 1974.

Disconnecting wiring from hood to engine, disconnecting wiring from components, i.e., main generator, engine governor, fuel and lube oil pumps, traction motors, removing panels, contactors, grids.

Dismantling components such as traction motors, auxiliaries, cab heater motors, fuel pump motors.

Servicing, disconnecting, removing and applying batteries on motive power and rolling stock.

Additional Functions

Cleaning and lubricating all electrical equipment.

Undercutting armatures.

Stripping armatures.

Taping and varnishing coils.

Varnishing motor and generator frames.

Operating baking ovens.

Cleaning fixtures and changing light bulbs and tubes.

(c) (Road and Terminal Electricians Only) Helpers governed by this agreement shall, to the extent that Rule 52.7E (b) has application, be permitted to perform any of the work specified therein in addition to that work presently recognized as Trades' Helpers work.

52.8E In the event of not being able to employ electricians qualified in accordance with Rule 52.1E and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified electricians become available.

An electrical employee from within the craft promoted to temporary electrician may, after having accumulated 5 years' experience as an electrician, be given the qualifying test of the craft and if successful will be placed on the electrician's permanent seniority list and will be credited with one year's seniority as of the date he accumulated the five years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

52.9E In the event that the foregoing does not provide enough electricians to meet the requirements of the service, other employees may be transferred or hired as temporary electricians in training subject to their ability to successfully complete the required entrance examination in accordance with the provisions of Rule 23.9 (b).

Such employees shall have their names included on the trades helpers seniority list as of the date they became trainee electricians and will be subject to displacement as qualified electricians become available. Upon completion of five years' service as an electrician such employee will be required to pass the craft qualifying test and if successful will have his name included on the permanent electricians' seniority list and will be credited with one year's seniority from the date he accumulated the five years' experience and will forfeit all seniority in the helpers' classification as of that date.

52.10E In the application of Rules 52.8E and 52.9E an employee shall within thirty (30) days after the date he accumulated the five years' experience as an electrician

be required to sign an option to either accept or decline permanent promotion as an electrician. In the event that such employee declines promotion or fails to pass the craft qualifying test he shall be required to revert to the former classification from which promoted.

As the exigencies of the service dictate, an employee who previously declined promotion may be given the opportunity to sign an option to accept permanent promotion as an electrician. Such employee will be required to pass the craft qualifying test and if successful shall have his name included on the electrician's permanent seniority list. He will be credited with one year's seniority from the date he completed the test and will forfeit his seniority in the classification or classifications from which promoted as of that date.

52.11E Electricians Paid on the Basis of 179.3 Hours per Four-Week Period

- (a) At points where a special arrangement of hours is mutually agreed upon to meet the requirements of train service, and where only one electrician is employed he shall be allowed 179.3 hours per four-week period comprised of 160 hours at straight time and 19.3 hours at time and one-half at the hourly rate provided for electricians. If required to work in excess of 179.3 hours per four-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week Period.

If these total overtime hours worked exceed 57.9 (comprised of 19.3 hours x 3 four-week periods) such additional hours worked in excess of 57.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

The work hours may be mutually arranged to suit conditions, and less than eight hours may be specified for certain days.

Note: Should an employee take a position paid on the basis of this Rule 52.11E(a) and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

- (b) Such employees shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Rules

2 and 5. Hours paid for on such assigned rest day shall not be included in computing the 179.3 hours per four-week period.

Electrical Workers Assigned to Work at Wrecks

52.12E In cases of wrecks where electric or diesel electric locomotives are disabled, an electrician, if required, shall accompany the wrecker. They shall work under the direction of the wreck foreman. They will be paid as per Rule 6 while working at wrecks, or in charge of wrecked engines.

Protection of Employees

52.13E Men engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons. Men who clean parts in lye vats will be supplied with gloves.

52.14E When it becomes necessary to work on live wires or apparatus in excess of 300 volts, electrician or lineman shall not work alone. Where practicable two qualified electrical workers shall work together. Rubber gloves, splicing hoods, and other protective mats and sticks shall be supplied.

Electrical Workers Entering the Apprenticeship Program

52.15E (a) Electrical workers, who have worked in the craft for not less than 3 years consisting of a total of 726 working days may, if able to meet the other entrance requirements for regular apprentices apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Division and then to the Region, except as may be mutually agreed between the proper Officer of the Company and President of Local 101.

(b) An electrical worker entering the apprentice training program will have his seniority protected in the classification from which promoted during his term of apprenticeship but shall not be permitted to return to his former classification except in the case of reduction of staff or if unsuitable as an apprentice in accordance with Rule 31.8. An apprentice who due to reduction in staff is returned to his former classification will, when an increase in staff permits, be obligated to resume his apprentice training.

(c) Except as otherwise provided herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of electricians' apprentices employed in any one Region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

52.16E (Road and Terminal Electricians Only) The word "employee" as used in this agreement shall be understood to mean any employee filling any position of Electrician or Trades Helper in the Operating Department, employed on each Business Unit, namely:

Intermodal Freight Systems:

former Atlantic Region (including Dominion Atlantic Railway and Quebec Central Railway) former Eastern Region

Heavy Haul Systems: former Prairie Region, former Pacific Region and also all Electricians and Trades Helpers employed at Windsor Station, Montreal, with the following exceptions: Chief Electricians and Foreman Electricians.

RULE 52F

PIPEFITTERS' CRAFT SPECIAL RULES

Pipefitters' Qualifications

52.1F Any person who has served an apprenticeship or has four or more years' experience in the various branches of the trade, who is qualified and capable of doing pipe work as applied to buildings, machinery, locomotives (steam or diesel), cars, and capable of bending, fitting and brazing of pipe, shall constitute a pipefitter.

Pipefitters' Work

52.2F Pipefitters' work shall consist of pipefitting in shops, yards and buildings, power houses, locomotives and engines of all tenders, motor coaches, passenger coaches and work equipment units of all classes, and all piping carrying steam, air, oil, gas, water, or any liquids above and below ground; cutting, threading, welding, brazing, bending, flanging, connecting and disconnecting all pipe work by whatever process and all work recognized as pipefitters' work.

Pipefitter Apprentices

52.3F Include regular apprentices in connection with the work as defined by Rule 52.1F.

Trades Helpers' Work

(a) Employees regularly assigned as trades helpers shall assist pipefitters and apprentices.

(b) The assignment of work specified in this Rule 52.3 F(b) to helpers shall not be construed as restricting Pipefitters from performing helpers' work as required and subject to the following conditions that the Company in implementing the proposal:

- (i)** will not in any way, shape or form disrupt the jurisdiction or work between the various crafts; nor
- (ii)** will any mechanic presently in the work force be laid off or have his rate of pay affected;
- (iii)** will not interfere routinely with the normal mechanic, helper, apprentice work gang team now in practice;
- (iv)** will maintain the ratio of mechanics to helpers now existing in the several crafts, locations and shops.

Note: The ratio in clause (iv) above means the number of Pipefitters in relation to helpers in existence as of January 16th, 1974.

Disconnecting, removing and stripping piping as per Rule 52.2F.

Assignment of Running Repair Force to Dead Work

52.4F The assignment of running repair pipefitters to back shop work shall not be the recognized practice; but at points where no back shop pipefitters are employed, they may be so assigned if the needs of the service require it.

Assignment of Dead Work Force to Running Repairs

52.5F Back shop forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

Trades Helpers Entering Apprenticeship Program

52.6F (a) Helpers who have worked in the craft on the Railway for not less than three (3) years consisting of a total of 726 working days may, if able to meet other entrance requirements for regular apprentices, apply for apprentice training in the craft. If selected they shall be given a credit of one (1) year and serve an apprenticeship of three (3) years made up of six (6) terms of 960 hours each, or a total of 5760 hours. No other credits will be allowed. In the event two or more applications are received, preference will be given firstly to applicants from the seniority terminal, secondly to applicants from the Area (Division) and then to the Region, except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

(b) A helper entering the apprentice training program will have his seniority as a helper protected during his term of apprenticeship but shall not be permitted to return to a helper's status except in the case of reduction of staff, or if unsuitable as an apprentice in accordance with Rule 31.8.

An apprentice who, due to a reduction in staff, is returned to a helper's status will, when an increase in staff permits, be obligated to resume his apprentice training.

(c) Except as otherwise provided for herein, the apprentice rules covering regular apprentices shall also apply to these apprentices.

(d) The number of such apprentices will not exceed twenty percent of the total number of Pipefitters' apprentices employed in any one region except as may be mutually agreed between the proper officer of the Company and the President of Local 101.

52.7F In the event of not being able to employ pipefitters qualified in accordance with Rule 52.1F and the regular apprenticeship schedule is not providing enough men to carry out the work, the work force may be increased by promoting other employees within the craft to temporarily fill such positions until such time as qualified pipefitters become available.

An employee from within the craft promoted to temporary pipefitter may, after having accumulated four years' experience as a pipefitter, be given the qualifying test of the craft and if successful will be placed on the pipefitters' permanent seniority list and be credited with one year's seniority as of the date he accumulated the four years' experience and will forfeit all seniority rights in the classification or classifications from which promoted as of that date.

RULE 53

CONTRACTING OUT

- 53.1** Work presently and normally performed by employees who are subject to the provisions of this collective agreement will not be contracted out except:
- (i)** when technical or managerial skills are not available from within the Railway and cannot be made available through a permanent transfer of employees from other locations on the system, through a reasonable level of training, re-training or upgrading of the active or laid-off employees; or
 - (ii)** where sufficient employees, qualified to perform the work, are not available from the active or laid-off employees and cannot reasonably be made available through a permanent transfer of employees from other locations on the system; or
 - (iii)** when essential equipment or facilities are not available and cannot be made available at the time and place required from Railway-owned property, or bona fide leased from other sources at a reasonable cost without the operator; or
 - (iv)** where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
 - (v)** the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
 - (vi)** where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.
- 53.2** The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.
- 53.3** At a mutually convenient time at the beginning of each year and, in any event no later than Jan 31st, representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out work for that year.
- 53.4** The Company will advise the Union representative involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be not less than 30 days.

- 53.5** Except in cases where time constraints and circumstances prevent it, the Company will hold discussions with representatives of the Union in advance of the date contracting out is contemplated. The Company will provide the Union a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence, and any other details as may be pertinent to the Company's decision to contract out. During such discussions, the Company will give due opportunity and consideration to the Union's comments on the Company's plan to contract out and review in good faith such comments or alternatives put forth by the Union. If the Union can demonstrate that the work can be performed internally in a timely fashion as efficiently, as economically, and with the same quality as by contract, the work will be brought back in or will not be contracted out, as the case may be.
- 53.6** Should a Regional Union Representative, or equivalent, request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.
- 53.7** In the event Union representatives are unavailable for any meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.
- 53.8** Where the Union contends that the Company has contracted out work contrary to the provisions of this Rule, the Union may progress a grievance commencing at the last step of the grievance procedure. The Union officer shall submit the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Closed Period Contracting-Out Proposal

- 53.9** The parties agree to establish a Joint Committee, composed of representatives of Mechanical Services and the CAW, which is mandated to review all instances of contracting-out of work coming under the scope of Mechanical Services as identified and listed in the Attachment hereto. The parties agree to use their best efforts in order to achieve a resolve, by mutual agreement, on all the identified items.

In reviewing the identified items, the parties will take into account all of the factors that drive contracting decisions. These factors include economics, flexibility, capacity, equipment, quality, time constraints and customer requirements.

Where a business case cannot be made to have the work performed in-house under the existing collective agreement terms and conditions, the parties may, by mutual agreement, modify such terms and conditions in an effort to have the work performed in-house.

The review process will be limited to two items per month unless otherwise mutually agreed to by the parties.

RULE 54

THIS RULE INTENTIONALLY LEFT BLANK

RULE 55

INCIDENTAL WORK

- 55.1** The purpose of this Rule is to provide for a procedure whereby, under certain circumstances, work pertaining to one trade, as per the Special Trade Rules, may be performed by another trade.
- 55.2** Except as is permitted by this rule, work will be performed by employees in the trade to which such work is now assigned. Notwithstanding any other rules to the contrary, in order to efficiently complete an integrated work assignment involving the work of two or more trades, a tradesman in one trade may be required to do the work of another trade for short periods of time, provided that the tradesman is qualified to perform the work. Where that work is normally performed with a helper, the helper, likewise, may be required to do the work of the helper of the other trade. The work that may be required to be done under this Clause shall include the operation of any equipment or machinery necessary for the completion of the integrated work assignment.
- 55.3** The maximum period of time that an employee in one trade may be assigned to do the work of another under paragraph 55.2 shall be limited to thirty (30) minutes in respect of any one such integrated work assignment.
- 55.4** No employee shall be laid off as a direct result of the application of this incidental work rule.
- 55.5** In the three-month period at the start of each calendar year, the Company will be free to serve a list of further proposed integrated work assignments to the Regional Union Representative involved.
- 55.6** Within thirty (30) days of the serving of a list of proposed integrated work assignments, the parties will meet to review the integrated work assignments forwarded to the Union. If thirty (30) days following the date of the first such meeting there are any items that the parties are not in agreement constitute an integrated work assignment within the meaning of this rule, either party may

submit such item or items to binding arbitration. The arbitrator shall be such arbitrator as the parties may agree upon, or in the event agreement cannot be reached, as determined pursuant to Rule 29.3.

55.7 The agreed to changes will not be implemented until final resolution of those items progressed to arbitration. Implementation will take place 30 days following receipt of the arbitrator's award.

55.8 In determining whether or not an integrated work assignment falls within the scope of this rule the arbitrator will be bound by the following:

- i)** Safety.
- ii)** The time limit of 30 minutes of incidental work per trade per integrated work assignment.
- iii)** That the employee assigned to the integrated work assignment is qualified to perform the incidental work.
- iv)** That the change in procedure is necessary in order to efficiently complete the integrated work assignment.

RULE 56

TRANSLATION OF AGREEMENT

56.1 The Company will undertake the translation of this Collective Agreement into French.

RULE 57

REVISION OF RULES

57.1 Should either party to this Agreement desire to revise these rules, a written statement containing the proposed changes shall be given and conference held within thirty (30) days.

57.2 Other than additions, deletions or modifications which may result from the work of the Joint Trades Modernization Committee and/or related arbitration, it is understood that no changes to work rules shall be implemented except by mutual consent of the parties to the Collective Agreement.

RULE 58

SCOPE OF GENERAL AND SPECIAL RULES

- 58.1** Except as provided for under the Special Rules contained in Rule 52 of this agreement, the general rules shall govern in all cases.

RULE 59

PRINTING AND PROOF READING OF AGREEMENTS

- 59.1** The Union and the Company shall proof-read the Collective Agreement for typographical errors, consistency in titling and language.
- 59.2** Within 60 days of the signing of the Memorandum of Agreement, the collective agreement shall be re-printed and will include the job security agreement, and benefit plans in one book. As well, the Progress Rail Agreement will be included as an Appendix.

RULE 60

USE OF MASCULINE GENDER

- 60.1** The use of the masculine gender in this agreement includes the feminine and vice-versa.

RULE 61

DURATION OF AGREEMENT

61.1 Except as otherwise provided herein*, this Collective Agreement No. 101, and all mutually accepted rulings or interpretations related thereto is effective February 15, 2008 and will remain in effect until December 31, 2010 and thereafter subject to 120 days' notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to August 31, 2010.

* certain rules, including but not limited to Rule 31, Rule 52 and Appendix 45, are subject to addition, deletion or change during the term of this Collective Agreement as may be agreed upon by the Joint Trades Modernization Committee and/or the decision of an arbitrator.

Signed at Calgary, Alberta the 20th, day of October, 2008

FOR THE COMPANY

FOR THE UNION

(Sgd.) L.S. Wormsbecker

(Sgd.) T. Murphy

Manager, Labour Relations
Canadian Pacific Railway

President, Local 101
CAW-TCA Canada

APPENDIX 1

File: Qualification for working overtime

Calgary, Alberta

November 15, 1996

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116 - 1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

During the course of the discussions held on the issue of equalizing overtime, concerns were raised by the union to the effect that in specific circumstances or at certain locations, employees may have been denied overtime opportunities on what can be referred to as bench ownership or group/departmental boundaries.

While in situations of overtime the need for immediately qualified employees is recognized by the parties, some cases were reported where employees were denied overtime opportunities on the basis of other than lack of qualifications, or in situations where very little familiarization would have been required.

In order to fully assess this issue, the local Company and Union representatives have agreed to jointly review the situations referred to above, on a local basis, and arrange mutually satisfactory solutions to these areas of concerns so as to ensure a fair distribution of overtime opportunities amongst all employees at locations concerned.

Yours truly,

(sgd) K.E. Webb
Manager, Labour Relations

APPENDIX 2

File: Interpretation of Rules 23.11, 23.13 and 23.16

November 15, 1996

RULE 23.11

Discussions between the Railway and Local 101, CAW-TCA Canada with regards to Rule 23.11 have resulted in the Company issuing instructions to the supervisor staff in the instance of the transfer of employees from one section (department) of the shop to another for a period of over 90 days where there is no change in the rate and no change in hourly or rest days and where no overall increases in total staff was involved. The Union representatives claimed that such situations were covered by Rule 23.11 and, consequently, the new positions would have to be bulletined and awarded to the senior qualified employees making application.

The Company contended that this rule was only intended to apply in respect of staff additions when there were additions being made in the craft in a shop proper and not to addition in a section (department) of a shop with equivalent reductions in another section (department) of the shop with no overall increase taking place.

The union representatives were not adamant that bulletins would be issued in every case if this were unnecessary, especially at small points, so long as senior qualified employees desiring to transfer were given the opportunity to do so. The Railway stated that without prejudices to their interpretation of the meaning of the rule, they would advise all concerned that in such circumstances, senior employees desiring to transfer will be allowed to do so subject to qualifications, of course, that this does not apply in respect of staff adjustments within a section (department) of a shop but only to transfers between sections (departments) of a shop where no overall change occurs in total employment in the shop. This understanding does not prejudice the interpretation of the Union concerning 23.11.

RULES 23.13 and 23.16

These rules require that the Regional Union Representative receive copies of all Division and Regional bulletins and lists of employees being laid off at a seniority terminal. As this is apparently not being done in all instances, will you please instruct the personnel concerned on your Region to so arrange in future. The Union also requested, and we agreed, that where bulletins are issued simultaneously to the Region, it be shown on such bulletins that qualified applicants from the Area will receive preference.

Various rules provide that under certain circumstances the local committee shall be consulted. The Union alleged that these consultations are frequently taking place after the fact rather than before. If this is true, will you please point out the correct procedure

to your officers as rules providing for consultation with local committee intend that this will be done before the fact except, of course, in certain isolated situations where emergency requirements make this impossible.

APPENDIX 3

File: Application of Rules 23.11, 23.12 and 23.13

Calgary, Alberta

November 15, 1996

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116 - 1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

This will confirm our understanding of the application of Rules 23.11, 23.12, and 23.13 of Collective Agreement No. 101 in respect of a temporary position which is subsequently bulletined as a permanent position.

Unless such temporary position has been filled by the senior employee entitled to it under the provisions of the agreement, the permanent vacancy will be bulletined pursuant to paragraph 1 of Rule 23.13.

If this meets with your understanding would you please so indicate in the space provided below.

Yours truly,

(sgd) K.E. Webb
Manager, Labour Relations

I concur:
(sgd) D. Cross
President, Local 101
CAW-TCA Canada

APPENDIX 4

File: Application of Rule 23.17

Calgary, Alberta

November 15, 1996

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116 - 1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

This will confirm the understanding reached to the effect that in the application of Rule 23.17 of Collective Agreement No. 101 the following will apply.

In the event of a reduction in staff at a shop involving more than one employee, the employees at the shop affected by such reduction in staff shall be permitted to exercise their seniority in accordance with the provisions of Rule 23.14 at the point to which they transfer on their basic seniority territory. Such displacement shall only be amongst those employees displaced by the reduction. The employees from the shop affected by the reduction in staff shall be given an opportunity to displace in seniority order and in the order of their preference on those positions directly affected by the staff reduction. The employees laid off at the main shops will state their intention to displace at the time of the lay-off.

This letter of understanding shall remain in effect and will be subject to renewal by mutual agreement between the parties hereto.

If you concur with the foregoing, kindly affix your signature in the space provided.

Yours truly,

(sgd) Mr. K. E. Webb
Manager, Labour Relations

I concur:
(sgd) D. Cross
President, Local 101
CAW-TCA Canada

APPENDIX 5

DIESEL SERVICE ATTENDANT

1. Diesel Service Attendant, duties

Moving, marshalling and building Locomotive consists within Mechanical Shop Track Operations and delivering Locomotive to departure areas. Fuel, sand, clean yard and road locomotive cabs and re-supply cab amenities, as required. Test, clean and recharge locomotive toilets and toilet rooms. Perform inspections on Yard and Road Locomotive trucks, fuel tanks, brake adjusters, MU cables, cab equipment, spark arrestor equipment. Inspect, change-out and perform minor repairs/adjustments, and/or replace Yard and Road Locomotive components, including but not limited to; adjusting and changing of any necessary safety components, brakes, hoses, light bulbs, head lamps, seats, arm rests, sun visors, bell cartridges, water pressure caps, windshield wipers, wiper motors, side view mirrors, radios, CDUs, Locotrol radios, sand hoses, sand nozzles, brake travel, and change brake shoes, fire extinguishers as required. Inspect, top-up all fluid levels, oil, water, governor oil, air compressor oil. Take oil samples, as required. Test all cab electrical devices, set-up cab brakes as per requirements of the train operations, test all safety devices. Test brakes and loading including Locotrol qualification and ensure the Crew to crew form is filled out. Perform required pre-departure safety inspections. Perform Run-through's within terminals Type "D" and affect minor repairs as required. Wash locomotives, when required. Process fuel cars, and fuel tickets, sand cars, lube oil cars, water treatment and toilet fluids. Low voltage electrical work.

Must be Shop Track Operations Curriculum (STOC) and Locomotive Safety Inspection (LSI) certified.

2. Qualified Tradesmen may be assigned to run a locomotive or locomotives directly in or out of a facility or within terminal area.
3. All Engine Attendant, Engine Attendant Helper and Labourer seniority lists will merge into one seniority list.
4. Red Circled Engine Attendant Helpers as defined earlier in Appendix 49 of the Collective Agreement will be deemed and paid as Diesel Service Attendant, when qualified.
5. Permanent vacancies for Labourers performing Diesel Service Attendant duties will be awarded utilizing to Labourer seniority in accordance with Article 23.11. Temporary vacancies for Labourers performing Diesel Service Attendant duties will be awarded utilizing Labourer seniority in accordance with Article 23.12.

6. Red Circled Diesel Service Attendants or Certified Diesel Service Attendant Labourers whose positions are abolished or who are displaced shall utilize labourer seniority to displace a junior employee (subject to qualifications).

Annual Vacation

7. The number of labourers (by classification) allowed to be away on vacation at any one time will be based on the operational requirements of the Company.
8. For Labourers, separate seniority lists will be established for Progress Rail, Winnipeg, Alstom and Alyth.

An “on paper displacement” process will be conducted whereby employees currently holding permanent engine attendant positions be allowed to exercise their engine attendant seniority, if desired, to occupy an engine attendant position at the other terminal at their location. At the completion of the exercise employees will be removed from the seniority list at the terminal they do not hold a position. Also conduct an “on paper displacement” process whereby employees currently holding permanent labourer positions be allowed to exercise their labourer seniority, if desired, to occupy a labourer position at the other terminal at their location. At the completion of the exercise employees will be removed from the seniority list at the terminal they do not hold a position. Employees not holding permanent positions will be required to indicate which terminal seniority list they wish to remain on at the location and will be removed from the terminal seniority list not selected.

APPENDIX 6

Trainees

TORONTO, January 26, 2008

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This refers to our discussions during bargaining concerning the hiring of Diesel Mechanic Trainees and Railcar Mechanic Trainees and the maintenance of the Apprenticeship Programs. The parties jointly reviewed all locations where Diesel Mechanics and Railcar Mechanics are employed and reviewed the work performed at these locations in these trades in order to determine those locations where it would be more appropriate to hire apprentices and where it would be more appropriate to hire trainees. We agreed as follows:

RAILCAR MECHANIC

Apprentices

St. Luc
Toronto
Thunder Bay
Winnipeg
Alyth
Vancouver
Windsor
Moose Jaw
Golden
Oshawa
Lethbridge
Ogden
Weston

Trainees

Cambridge
Woodstock
Alliston/Spence
Ingersol
Sudbury
Chapleau
Bredenbury
Sutherland
Medicine Hat
Milton
Schreiber
Smith Falls
Edmonton
Vaghan/Obico/Lambton
Cranbrook

DIESEL MECHANIC

Apprentices

Vancouver
Alyth
Moose Jaw
Winnipeg
Toronto
St Luc
Ogden
Weston

Trainees

Thunder Bay
Saskatoon
Windsor
Edmonton
Hagey/Galt
Sudbury
Cranbrook
Chapleau
Lethbridge
Brandon
Swift Current
Golden

The above identified terminal lists will be reviewed annually and may be altered by mutual agreement.

The hiring of Trainees can only be done when the ratio of Apprentices to Trades men/women has been attained at a terminal and such Trades positions have been bid to the Region.

With respect to the hiring of Apprentices at the locations listed above, the parties agreed that prior to hiring Trainees, Apprentices would be hired, provided that a ratio of apprentice to journeyman/journeywoman shall be maintained at one apprentice to each eight (8) journeyman/journeywomen in the trade in which apprenticed. This ratio will be calculated on a Terminal basis and will include any positions filled by Trainees. In situations where the hiring of additional apprentices would result in the ratio being exceeded, trainees will be hired at the location instead of apprentices. In situations where the number of Trades men/women drop and trainees are hired to fill such vacancies, the number of apprentices will be increased by hiring one apprentice for every eight trainees hired to replace the numbers depleted in the respective trade.

Trainees will be paid the Trainee Mechanic rate of pay provided for in the Collective Agreement.

It is understood that prior to hiring trainees at any location, vacancies will first be bid to existing tradesmen/women on the region as outlined in the Collective Agreement and advertised to the Public for tradesmen/women in the normal fashion. If no tradesmen/women are found then it will be offered internally to other employees first in the bargaining unit at the terminal in accordance with the Collective Agreement.

Should a trainee subsequently move to a location supporting apprentices, they shall receive training in all aspects of the trade supported at such new location, but not performed at the old Trainee location.

Trainees at locations supporting apprentices will be afforded an opportunity to challenge for their Red Seal Journeyman/Journeywoman status. The cost of a challenge for a Red Seal Journeyman/Journeywoman status (exam fee, educational material as approved by the Company and salary for the exam) will be paid by the Company.

Prior to hiring a Trainee at any location, Existing Apprentices, (Apprentices hired prior the signing of this letter of understanding), at such location will be offered, in seniority order, the option of becoming a Trainee. Existing Apprentices choosing to become Trainees will have the time spent in the apprentice program count toward the 1044 days of cumulative compensated service required for seniority purposes. Apprentices hired after the signing of this letter, choosing to become trainees shall be required to serve the 1044 days from the time of their transfer to Trainee status.

In the event that an Apprentice chooses to become a Trainee, then an Apprentice will be hired to replace the Apprentice that chose to become a Trainee.

Trainee training programs for each location and trade, to match or reflect the work assignments at that particular location will be developed by the Company and reviewed with the Union within 90 days following the ratification of the Memorandum of Settlement.

Except as otherwise provided in the collective agreement Apprentices and Trainees may only exercise their seniority outside of the terminal which employed in situation of layoff.

Trainees can exercise their seniority within their Classification when not on a training schedule.

Rules 52.21 A and 52.22 A, will also apply to Diesel Mechanic Trainees.

The Company will have the flexibility to assign Trainees to a position or shift, notwithstanding seniority, for the purpose of furthering their training in the trade.

Trainees hired from within the Bargaining Unit that are unable to successfully complete the Trainee Training program will revert to the position held prior to becoming a Trainee. Trainees hired from outside of the Bargaining Unit that are unable to successfully complete the Trainee Training program will be released from service.

If the foregoing accurately reflects your understanding of our discussions, please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I Concur:

(Sgd.) Tom Murphy
Tom Murphy, President,
CAW Local 101

APPENDIX 7

File: Annual Vacation

Calgary, Alberta

November 15, 1996

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116 - 1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

Referring to discussion held in 1971 Clause 5(d), Vacations, of the Memorandum of Settlement signed at Montreal on April 8, 1971 which provides for extension of the recognized vacation period from March to November.

This will confirm the understanding given that it is not the intention of the Company to utilize this new rule unnecessarily and the extended period provided for will be used in whole or in part to the extent necessary to meet the Companies' operational requirements and subject to the Company's decision on their need to supply relief.

Yours truly,

(sgd) K.E. Webb
Manager, Labour Relations

I concur:
(sgd) D. Cross
President, Local 101
CAW-TCA Canada

APPENDIX 8

File: Unable to report/ Snow conditions

Calgary, Alberta

November 15, 1996

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116 - 1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

The following letter will be sent to line management:

"This will confirm the understanding reached during negotiations concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees, except Running Trades and Sleeping, Dining and Parlor Car employees, who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.

The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snowstorm.

The nature of work in which the Running Trades and Sleeping, Dining and Parlor Car staff are involved results in certain vagaries and uncertainties from day to day. Furthermore, the collective agreements covering these employees contemplate their

services being interrupted by storm conditions and there are arrangements in their collective agreements in respect thereto. Alternatively, it is recognized, generally speaking, that opportunities will occur for such employees to make up lost miles or time resulting from storm conditions. Therefore, no special arrangements are contemplated for these employees."

Yours truly,

(sgd) K.E. Webb
Manager, Labour Relations

I concur:

(sgd) D. Cross
President, Local 101
CAW-TCA Canada

APPENDIX 9

Annual Vacation Table

On January 1 st each year, eligible employees will be scheduled for vacations of:	VACATION CHART EFFECTIVE JANUARY 1ST Number of days of Cumulative Service														
1 day for every 25 days or major portion thereof in the previous year, then	13 to 37	38 to 62	63 to 87	88 to 112	113 to 137	138 to 162	163 to 187	188 to 212	213 to 237	238 to over					
after 3 years and 750 days (or 4 yrs and 1000 days on anniversary date in current yr); 1 day for every 16 2/3 days or major portion thereof in previous year, then	9 to 25	26 to 41	42 to 58	59 to 75	76 to 91	92 to 108	109 to 125	126 to 141	142 to 158	159 to 175	176 to 191	192 to 208	209 to 225	226 to 241	242 to over
after 10 years and 2500 days (or 11 yrs and 2750 days on anniversary date in current yr); 1 day for every 12 1/2 days or major portion thereof in previous year, then	8 to 18	19 to 31	32 to 43	44 to 56	57 to 68	69 to 81	82 to 93	94 to 106	107 to 118	119 to 131	132 to 143	144 to 156	157 to 168	169 to 181	182 to 193
after 18 years and 4500 days (or 19 yrs and 4750 days on anniversary date in current yr); 1 day for every 10 days or major portion thereof in previous year, then	6 to 15	16 to 25	26 to 35	36 to 45	46 to 55	56 to 65	66 to 75	76 to 85	86 to 95	96 to 105	106 to 115	116 to 125	126 to 135	136 to 145	146 to 155
after 28 years and 7000 days (or 29 yrs and 7250 days on anniversary date in current yr); 1 day for every 8 1/3 days or major portion thereof in previous year, then	5 to 12	13 to 20	21 to 29	30 to 37	38 to 45	46 to 54	55 to 62	63 to 70	71 to 79	80 to 87	88 to 95	96 to 104	105 to 112	113 to 120	121 to 129
Number of vacation days with pay earned for current year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

On January 1 st each year, eligible employees will be scheduled for vacations of:	VACATION CHART EFFECTIVE JANUARY 1ST Number of days of Cumulative Service														
1 day for every 25 days or major portion thereof in the previous year, then															
after 3 years and 750 days (or 4 yrs and 1000 days on anniversary date in current yr); 1 day for every 16 2/3 days or major portion thereof in previous year, then															
after 10 years and 2500 days (or 11 yrs and 2750 days on anniversary date in current yr); 1 day for every 12 1/2 days or major portion thereof in previous year, then	194 to 206	207 to 218	219 to 231	232 to 243	244 to over										
after 18 years and 4500 days (or 19 yrs and 4750 days on anniversary date in current yr); 1 day for every 10 days or major portion thereof in previous year, then	156 to 165	166 to 175	176 to 185	186 to 195	196 to 205	206 to 215	216 to 225	226 to 235	236 to 245	246 to over					
after 28 years and 7000 days (or 29 yrs and 7250 days on anniversary date in current yr); 1 day for every 8 1/3 days or major portion thereof in previous year, then	130 to 137	138 to 145	146 to 154	155 to 162	163 to 170	171 to 179	180 to 187	188 to 195	196 to 204	205 to 212	213 to 220	221 to 229	230 to 237	238 to 245	246 to over
Number of vacation days with pay earned for current year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

Note: In order to calculate the number of days vacation allowable, add to the number of days of cumulative service in the previous year, any time off duty on account of illness, injury attending committee, hearing of called to court as a witness or for uncompensated jury duty, up to a maximum of 100 days each year.

APPENDIX 10

Development of a Benefits Booklet

CALGARY, February 11, 2005

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

During our discussions, you raised concerns that the Benefit Plan contract provisions are difficult to read and do not describe in sufficient detail the benefits available to employees.

In this regard, the Company is prepared to develop a benefit booklet outlining the benefits covered by each Benefit Plan. The booklet will be developed within 180 days of ratification.

Yours truly,

(Signed) Paul Wajda

Director, Labour Relations

APPENDIX 11

File: Certified Car Inspectors

July 24, 1995

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
1313 Border Street, Unit 8
Winnipeg, Manitoba
R3H 0X4

Dear Sir:

It is understood that the following will apply at the locations listed in Attachment I hereto for the period of this collective agreement.

Carmen will be maintained as Certified Car Inspectors at those locations where presently employed as such, pursuant to the schedule entitled "Railway Freight Car Inspection and Safety Rules"; as outlined in the Railway Safety Act.

It is further understood that these Certified Car Inspectors will continue to perform the related No. 1 air brake tests on freight trains pursuant to the Railway Freight and Passenger Train Brake Rules.

Any proposed changes in the designated locations in Attachment I that are subsequently filed by the Company with the Railway Transport Committee shall also be furnished to the Union.

If the foregoing meets with your concurrence, will you please so indicate in the space provided.

Yours truly,

(sgd) K.E. Webb
Manager, Labour Relations

I CONCUR:

(sgd) D. Cross
President, Local 101
CAW-TCA Canada

ATTACHMENT I

St. Luc, Quebec
Toronto, Ontario (see Note 1)
Hamilton, Ontario
Sudbury, Ontario
Windsor, Ontario
Chapleau, Ontario
(Originating trains only)

Schreiber, Ontario (Kimberley
Clark woodchip only.)
White River, Ontario (woodchip)
Sault Ste. Marie, Ontario
London, Ontario (Interchange)
Chatham, Ontario (Interchange)
North Bay, Ontario

Thunder Bay, Ontario
Winnipeg, Manitoba
Brandon, Manitoba (local
Hydro cars)
Edmonton, Alberta
Calgary, Alberta
Golden, B.C. (South Yard)

Moose Jaw, Saskatchewan
Lethbridge, Alberta
Cranbrook, B.C.
Coquitlam, B.C. (see Note 2)

Note 1: For the purposes of this letter, Toronto, Ontario includes Agincourt, Obico, Lambton and Vaughan Yards.

Note 2: Carmen located at Coquitlam perform E&N traffic and transfer inspections at Vancouver that were previously performed by Carmen located at that location.

It is not the intent that the foregoing will result in Certified Car Inspectors at the aforementioned locations being assigned any duties in addition to those which they were performing at each of those locations on the date of this letter.

APPENDIX 12

File: Disabled Employees

November 15, 1996

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
1313 Border Street, Unit 8
Winnipeg, Manitoba
R3H 0X4

Dear Sir:

This has reference to discussions during 1982 contract negotiations with respect to the railways' proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the General Chairman of the Craft concerned will meet to see if arrangements can be made to provide employment to the employee concerned within the existing work force. The parties may by mutual agreement, place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able bodied employee so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position that he is qualified for and has the ability to perform.

A disabled employee placed on a position shall not be displaced by an able bodied employee so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority terminal.

Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able bodied employee believes that the provisions of this letter will result in undue hardship, the General Chairman may discuss the circumstances with the Company.

Page 2 of 2

The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If you are in accord with the above, would you please so indicate below.

Yours truly,

(sgd) K.E. Webb
Manager, Labour Relations

I CONCUR:
(sgd) D. Cross
President, Local 101
CAW-TCA Canada

APPENDIX 13

File: Agreement re: London Division & TH&B

February 25, 1987

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC LIMITED (CP RAIL), TORONTO HAMILTON AND BUFFALO RAILWAY COMPANY (T.H. & B.) AND THE CANADIAN DIVISION, BROTHERHOOD RAILWAY CARMEN OF THE U.S. AND CANADA, (THE UNION) REGARDING INTEGRATION OF THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY EMPLOYEES INTO CP RAIL (LONDON DIVISION)

It is agreed:

1. Effective January 1, 1987, Rule 23.2 of Wage Agreement No. 51, as it applies to the Union, is amended to delete the words "Toronto, Hamilton and Buffalo Railway" and "System".
2. The Basic Seniority territory pursuant to Rule 23.2 of Wage Agreement No. 51 for employees represented by the Union employed on the former T.H. & B. territory on December 31, 1986 will remain unchanged.
3. The Basic Seniority territory, pursuant to Rule 23.2 of Wage Agreement No. 51 for employees represented by the Union employed on the London Division of CP Rail on December 31, 1986, will remain unchanged.
4. The Basic Seniority Territory pursuant to Rule 23.2 of Wage Agreement No. 51 for an employee commencing work subsequent to January 1, 1987 on the London Division will be the entire Division including the former T.H. & B. territory.
5. The entire London Division (including the former T.H. & B. territory) will be the applicable seniority territory pursuant to Rule 23.2 of Wage Agreement No. 51 for an employee covered by paragraph 2 or 3 above who exercises his seniority pursuant to Rule 23.13, to another basic seniority territory subsequent to January 1, 1987. Notwithstanding the foregoing, such an employee who exercises his seniority pursuant to Rule 23.18 and subsequently accepts recall to his home seniority terminal pursuant to Rule 23.20 shall retain all rights pursuant to this Memorandum of Agreement.
6. The Basic Seniority territory for Job Security purposes for employees represented by the Union formerly employed on the former T.H. & B. and London Division of CP Rail respectively, as of December 31, 1986, will remain unchanged. For employees moving from one territory to another or commencing work on or subsequent to

January 1, 1987, the Basic Seniority territory for Job Security purposes will be the entire London Division.

7. All references to the Toronto, Hamilton and Buffalo Railway in Wage Agreement No. 51, as it applies to the Union, are deleted.
8. Eligible T.H. & B. employees covered by this Memorandum of Settlement will be allowed to buy back service prior to January 1, 1966 for pension purposes, subject to the provisions in Appendix "A" (See Note 1).
9. It is agreed by the parties that since the provisions of this Agreement are intended to integrate employees of the T.H. & B. Railway Company with CP Rail on a fair and equitable basis, the provisions of Section 144 of the Canada Labour Code will not be invoked by any of the signatories hereto and such provisions are hereby expressly waived by said signatories.

Signed at MONTREAL, Quebec, this 25th day of February 1987.

For the Company:

I.J. Waddell
Manager, Labour Relations
CP Rail

R.A. Decicco
(for) General Manager
T.H. & B. Railway Company

For the Union:

B. McDonagh
System Deputy
Brotherhood Railway Carmen

S.A. Horodyski
National President
Brotherhood Railway Carmen

Note 1: Appendix "A" does not, pursuant to paragraph 7 of that Appendix, form part of this Wage Agreement.

APPENDIX 14

File: Seniority - Excepted Positions

Page 1 of 2

MONTREAL, May 26, 1989

Messrs. G.W. Bartley
E.S. Cavanaugh
J.M. White

This has reference to the recently concluded negotiations with the Associated Shopcraft Unions.

One of the demands submitted by the Unions proposed changes in the existing seniority protection provisions for employees holding official or excepted positions. The demand read:

"For those organizations so desiring, removal of employees holding official or excepted positions from the seniority list."

As you know, the Master Agreement of August 24, 1988 between the Company and the IAM, IBEW, SMWIA, UAP and IBF&O contained revised seniority protection provisions for promoted employees represented by those organizations. In the Master Agreement signed today, the same provisions have been extended to the BRC and IBB in resolution of the demand.

During the discussions, the Unions expressed strong concerns with respect to the word "continuous" contained in the first sentence of the second part of the Rule. This is the sentence that reads:

"An employee who subsequent to September 25, 1988 is promoted for a period of one continuous year to an official or any position with the railway which is excepted from any provision of this or any other Collective Agreement will have his name continued on the seniority list of the group from which promoted at his home seniority terminal and will retain seniority rights and continue to accumulate seniority on that seniority list."

The Unions claim that the Company could circumvent the application of the Rule by returning an employee to the bargaining unit shortly before the completion of a year outside of the bargaining unit. Shortly thereafter, the employee could be re-promoted but with no freezing of seniority inasmuch as the employee has not been promoted for a "continuous year". We advised that while we do temporarily promote employees and subsequently return them to the bargaining unit in keeping with operating needs, it would be counter to the intent of the Rule to return an employee to the bargaining unit to simply neutralize the provision. We indicated to the Unions that we would review any specific examples which they may have of such claims.

A second concern of the Unions relates to the fourth part of the Rule which deals with temporary promotion. The Rule requires, in part, that, "... the Company shall advise the respective local representative of the crafts concerned of such promotion, including the expected duration thereof." The Unions claim that such advice is not always being given.

The whole issue of seniority protection for promoted employees is of much concern to the Unions involved in these negotiations. It was only following protracted discussion and my assurance that their concerns would be brought to your attention that the matter was resolved.

Please ensure that each of your officers responsible for application of these provisions are aware of the concerns outlined above and that they are applying them in the manner intended. I have advised the Unions that should any of them be of the view that the Rule is not being properly administered in future, I will be prepared to meet with them in an effort to resolve any difficulties.

Please contact me if you have any questions.

(Sgd) I.J. Waddell
Manager, Labour Relations

cc: Mr. S. A. Horodyski

APPENDIX 15

File: Vaughan yard

Page 1 of 2

May 8, 1992

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT BETWEEN CP RAIL, IFS AND THE CAW-TCA CANADA REGARDING THE ESTABLISHMENT OF VAUGHAN YARD AS A SENIORITY TERMINAL WITHIN THE TORONTO DIVISION

IT IS AGREED:

1. Effective with the signing of this agreement, the Basic Seniority Territory pursuant to Rule 23.2 of Collective Agreement 52.1 for employees represented by the Union employed at Vaughan Yard will be the Toronto Division.
2. Pursuant to Rule 23.3(a) of Collective Agreement 52.1, Vaughan Yard is established as a seniority terminal.
3. Pursuant to Rule 23.3(a) of Collective Agreement 52.1, Lambton and Obico Yards will be included in the seniority terminal of Vaughan Yard.
4. Effective with the signing of this agreement, the Basic Seniority Territory pursuant to Rule 23.2 of Collective Agreement 52.1 for all eligible employees under Article 4.1 of the Job Security Agreement dated May 26, 1989, at the time of signing represented by the Union employed at all other locations on the Toronto Division will remain unchanged.
5. The Basic Seniority Territory pursuant to Rule 23.2 of Wage Agreement No. 52.1 for an employee commencing work subsequent to the signing of this agreement on the Toronto Division will be the entire Toronto Division including the Vaughan Yard.
6. The entire Toronto Division (including Vaughan Yard) will be the applicable basic seniority territory pursuant to Rule 23.2 of Wage Agreement 52.1 for an employee covered by paragraph 4 above who exercises his seniority pursuant to Rule 23.13, to another basic seniority territory subsequent to the signing of this agreement. Notwithstanding the foregoing, such an employee who exercises his seniority pursuant to Rule 23.18 and subsequently accepts recall to his home seniority terminal pursuant to Rule 23.20 shall retain all rights pursuant to this Memorandum of Agreement.

7. The Basic Seniority territory for Job Security purposes for employees represented by the Union employed at Toronto Yard and Obico/Lambton/Vaughan Yard prior to the signing of this agreement will remain unchanged. For employees moving from one Territory to another or commencing work on or subsequent to the signing of this agreement will be the entire Toronto Division including Vaughan Yard.

This Agreement has been concluded without precedent or prejudice and resolves all disputes in connection with the filling of positions at the locations set out in this Agreement.

Signed at Toronto this 8th day of May, 1992.

FOR THE COMPANY:

FOR THE UNION:

(Sgd)J.J. Worrall
(for)General Manager
Operation & Maintenance, IFS

(Sgd) B.R. McDonagh
President
CAW-TCA Canada

APPENDIX 16

File: Havelock Oshawa former Trenton Division

May 8, 1992

MEMORANDUM OF AGREEMENT BETWEEN CP RAIL, IFS, AND CAW-TCA CANADA REGARDING THE INTEGRATION OF HAVELOCK AND OSHAWA OF THE FORMER TRENTON DIVISION INTO THE TORONTO DIVISION

IT IS AGREED:

1. Effective with the signing of this agreement, the former Trenton Division's locations known as Havelock and Oshawa are abolished as they apply to Rule 23.2 of Collective Agreement 52.1
2. The Basic Seniority Territory pursuant to Rule 23.2 of Wage Agreement 52.1 for all eligible employees under Article 4.1 of the Job Security Agreement dated May 26, 1989, at the time of signing identified in paragraph no. 7 of this Agreement represented by the Union presently employed on the former Trenton Division locations of Havelock and Oshawa will remain unchanged. Employees identified in paragraph no. 7 presently employed at Oshawa will be carried on the Toronto Yard Seniority Roster. All future bid positions at Oshawa and Toronto will be bid simultaneously at Oshawa and Toronto Yard respectively and will be awarded in seniority order with prior rights being given to Messrs. Mann and Winters for any position established at Oshawa.
3. Effective with the signing of this agreement, the Basic Seniority Territory, pursuant to Rule 23.2 of Wage Agreement No. 52.1 for all eligible employees under Articles 4.1 of the Job Security Agreement dated May 26, 1989, at the time of signing represented by the Union employed on the Toronto Division will remain unchanged.
4. The Basic Seniority Territory pursuant to Rule 23.2 of Wage Agreement No. 52.1 for an employee commencing work at Toronto Yard subsequent to the signing of this agreement will be the entire Toronto Division including Havelock and Oshawa.
5. The entire Toronto Division (including Havelock and Oshawa) will be the applicable seniority territory pursuant to Rule 23.2 of Wage Agreement No. 52.1 for an employee covered by paragraph 2 or 3 above who exercises his seniority pursuant to Rule 23.13, to obtain a position on another basic seniority territory subsequent to the signing of this Agreement. Notwithstanding the foregoing, such an employee who exercises his seniority pursuant to Rule 23.18 and subsequently accepts recall

to his home seniority terminal pursuant to Rule 23.20 shall retain all rights pursuant to this Memorandum of Agreement.

6. The Basic Seniority Territory for Job Security purposes for employees identified in paragraph no. 7 represented by the Union at Havelock and Oshawa on the former Trenton Division, will remain unchanged. For employees on the Toronto Division, the Basic Seniority Territory for Job Security purposes will remain unchanged. For employees moving from one territory to another subsequent to the signing of this agreement, the Basic Seniority territory for Job Security purposes will be the entire Toronto Division.
7. Four (4) employees identified below will continue to be carried on the former Trenton Division Seniority List. The employees listed will be shown as holding seniority and prior rights at their respective terminal locations as follows:

P.E. Sharpe	Havelock
G. R. Taylor	Havelock
W. Mann	Oshawa
W. Winter	Oshawa

It is understood that from the effective date of this agreement, the above-designated employees will retain prior rights at the locations named and will have prior rights to any permanent position created or becoming vacant at the respective location only. Messrs. Sharpe and Taylor will have prior rights on any permanent position created at Havelock but will not have prior rights at Oshawa. Messrs. Mann and Winter will have prior rights on any permanent position becoming vacant or created at Oshawa, but will not have prior rights at Havelock.

8. Any employee who does not exercise his/her seniority in accordance with established prior rights at the locations of Havelock and Oshawa will forfeit those prior rights.
9. Positions not filled at Havelock and Oshawa by employees with prior rights will be bulletined on the Toronto Division with the position(s) awarded to the senior qualified applicant.
10. Prior rights on the former Trenton Division will apply only to the employees designated in this agreement. Employees filling positions in accordance with Item 8 of this Agreement will not be awarded prior rights on the former Trenton Division Seniority List.

This Agreement has been concluded without precedent or prejudice in respect to past agreements, agreements presently in effect or agreements that may be negotiated at a

future time and resolves all disputes in connection with the bidding and awarding of positions at the locations set out in this Agreement.

Signed at Toronto, this 8th day of May, 1992.

FOR THE COMPANY:

FOR THE UNION:

(Sgd) J.J. Worrall
(for) General Manager
Operation & Maintenance

(Sgd) B.R. McDonagh
President
CAW-TCA Canada

APPENDIX 17

File: Vaughan yard seniority terminal

Toronto, Ontario

May 7, 1992

Mr. R. Laughlin
Vice-President, Local 101,
CAW-TCA Canada,
512 Torrington Court,
Oshawa, Ontario
L1G 7L9

Dear Sir:

This has reference to the Memorandum of Agreement with respect to the establishment of Vaughan Yard as a seniority terminal within the Toronto Division.

As a result of discussions centering around Vaughan Yard being established as a seniority terminal within the Toronto Division the Union brought to the Company's attention that there were employees presently employed who did not have a personal automobile with which to get to work. You also expressed concerns that Vaughan Yard was not presently serviced by any Public Transportation.

In order to address these two concerns the Company is prepared to offer the following transportation proposal:

The Company Agrees to Provide Transportation for any employee forced to go to Vaughan Yard from Toronto Yard based on the following:

1. All employees presently employed at Toronto Yard at the time of the signing of the Memorandum of Agreement for the establishment of Vaughan Yard as a seniority terminal within the Toronto Division will be eligible.
2. Method of Transportation to be determined by the Company from Lambton Yard to Vaughan Yard and return to Lambton Yard.
3. Vaughan Yard will remain the reporting location for employees forced to that location and employees will report and complete their shift at the prescribed times at Vaughan Yard.

4. Transportation will depart Lambton Yard in sufficient time prior to the start of the shift at Vaughan Yard to enable employees to be properly clothed and available to commence their duties as assigned at Vaughan Yard.
5. Transportation will depart Vaughan Yard at the completion of the shift and return the employee to Lambton Yard only.
6. Transportation will continue until such time as public transportation becomes available to service Vaughan Yard.

If you are agreeable to this proposal please provide your concurrence below and return one copy of this letter for my further handling.

Yours truly,

I concur:

(Sgd) R. M. Andrews
(for) General Manager
Operation and Maintenance

(Sgd) R. Laughlin
Vice-President, CAW

APPENDIX 18

Duly Authorized Representatives

CALGARY, February 11, 2005

Mr. Paul Wajda
Director, Labour Relations
CPR

Dear Paul:

This is in regard to discussions during Collective Bargaining concerning which CAW Union Representatives in the work place are considered the “duly authorized representatives” as referred to in Rule 28 of the Collective Agreement.

Please be advised that the “duly authorized representative” as referred to in Rule 28 is the Local Chairperson or his/her designate(s). These designates include, but are not limited to, work place representatives such as Stewarts, Zone Reps, etc...

These representatives are elected to administer the Collective Agreement on behalf of the Union in the work place. (ie: attending statements, grievance handling, dealing with Benefit problems, Service outside points of the Company, etc...)

In our arrangements with the Company a number of Local Chairpersons have accepted the additional duties of calling overtime, canvassing for vacations, reviewing job bulletins, reviewing seniority lists, etc...

Health & Safety Reps. are as defined in Rule 44.

Human Rights/Employment Equity Reps are as defined in Rule 43 and additional Letter(s) of Understanding regarding same.

Other work place Reps may include, Skilled Trades Rep as referred to in Rule 31 & Appendix 45, Labour adjustment Reps as referred to in Article 2 of the Job Security Agreement, etc...

Lodge Representatives such as Lodge Presidents, Vice-Presidents, etc... are not considered ‘duly authorized representatives’ as referred to in the Collective Agreement.

Hoping this clarifies the duties of our work place union representatives.

Sincerely,

(Signed) Tom Murphy
President, Local 101

APPENDIX 19

Annual Vacation

CALGARY, February 11, 2005

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This refers to concerns expressed by the CAW with regard to the Company's administration of annual vacation. In particular, the union is concerned that the application of Rule 47.4(j) and Appendix 34 of the Collective Agreement is having an adverse effect on the allotment of annual vacation during premium vacation periods.

This will confirm that the allocation of annual vacation will follow the same process as in previous years. In doing so the absolute number of employees off at any time will be influenced by employee demographics at each facility which impacts the total number of annual vacation weeks to be allotted over any given year. As discussed in our meetings, the Company agrees to follow the monthly distribution pattern that has historically been maintained within the various facilities operated by Mechanical Services.

This being said, local facility management continue to have the flexibility to provide additional allocation of annual vacation dependent on manpower availability and operational requirements.

Yours truly,

(Signed) Brent Laing
General Manager Operations, Mechanical

APPENDIX 20

Work, Life and Family Balance Issues

CALGARY, February 11, 2005

Mr. Brent Laing
General Manager
Mechanical operations, CPR

Dear Brent:

This is in regard to concerns raised by the Union during bargaining with respect to work life and family balance issues.

We discussed at some length likely causes and possible solutions but did not settle on any particular remedy in that regard, save for the pilot project relating to twelve, ten or eight hour shifts or the possible combination thereof as a possible solution to achieve better rest days.

During our discussions, other work life and family balance issues, which included, but was not limited to: respect in the work place; work loads; overtime; excessive discipline; supervision issues; inconsistent application of the collective agreement; flex-time issues; etc... were discussed.

The parties agreed that, during the closed period, work life and family balance issues, such as those identified above, would be investigated and all possible solutions would be seriously considered.

If this reflects your understanding, please concur in the space provided below:

Yours truly,

(Signed) Tom Murphy
President, Local 101

I concur:

(Signed) Brent Laing
General Manager, Mechanical

APPENDIX 21

Diesel Service Attendants

CALGARY, February 11, 2005

Mr. Paul Wajda
Director, Labour Relations
CPR

Dear Paul:

At bargaining the Company raised concerns relating to the continued agreement with respect to Diesel Service Attendants should the trade of Diesel Mechanic not be accepted by the Apprenticeship Boards and the parties exploring another Trade.

This will serve to confirm that there is no intent by the Union to alter any arrangements agreed to by the parties with respect to the Diesel Service Attendant.

Should the Apprentice Boards not accept the Diesel Mechanic, the only alteration to the agreement on the Diesel Service Attendant will be to change the name to coincide with the Trade chosen by the parties to Repair Locomotives.

Sincerely,

(Signed) Tom Murphy
President, Local 101

APPENDIX 22

MBOP

TORONTO, January 26, 2008

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This is in regard to our discussions concerning Appendix 48 Mutual Benefits Opportunities Program. The parties agreed to revise the program as outlined below:

Each year's program will include 5% based on objectives outlined in Appendix 48 of the Collective Agreement for the running shops. In addition, the Main Shops, Alstom and Progress, will develop local objectives, which will contribute to the Global payout pot for all CAW members. Each objective will have a target that is consistent with those outlined in Appendix 48 (MBOP) of the Collective Agreement, as well as a "stretch target". The purpose of the stretch target is to recognize results better than those anticipated and provide employees with an opportunity to offset a shortfall elsewhere. Achieving a stretch target would increase potential payout by 25% on an objective. In other words, an objective that contributes 1% for achieving the target, would contribute 1.25% for achieving the stretch target. The maximum payout for the objectives is 5%.

Beginning with the 2008 program year, CAW Progress Rail members will be eligible to share in the payouts generated by the global payout pot.

Prior to the start of each year, but no later than January 31st, a Committee, made up of equal representation of Company and Union Officers will meet to agree upon the measuring of objectives which will be in place for the MBOP Program year. Service Area, Terminal or Main Shop objectives will be developed by local committees made up of two union members and two Company officers and any objectives decided on by the Local Committee must be approved in accordance with Appendix 48 (MBOP) of the Collective Agreement. The final payout will also be reviewed with the Union prior to the actual payout, but not later than February 28.

While the maximum MBOP payout is 5%, the use of stretch targets allows employees additional flexibility and better recognizes their contribution.

In addition, Appendix 48, Mutual Benefits Opportunities Program, Section F, Frequency of payouts will be revised to read as follows:

F) Frequency of Payouts

Lump sum payouts will be provided prior to the end of the 1st quarter following the end of a program year. Lump sum payouts will be made by direct deposit, with any deduction as required by law.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I Concur:

(Sgd.) Tom Murphy
Tom Murphy, President,
CAW Local 101

APPENDIX 23

Manulife

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This refers to our various discussions surrounding the issues of benefits provided by the Company and the application of same to your members.

The Union has expressed severe and significant concerns with the level of claims being denied, disputed and weekly indemnity benefits being suspended and/or terminated. Additionally, the Union is stating the service from the present benefit provider is not at the employees' expected level of service.

The Company acknowledges your concerns. To that end, it was agreed that the Union would be part of the process so that they could conduct a detailed review. As well, it was agreed that a joint Union Management committee would be established consisting of full time union representatives and designated Company managers and Manulife representatives. This committee will meet 4 times per year and will review the application and administration of employee benefits to ensure that they are being properly applied, that appropriate claims are not being declined, and the level of service to the employees is maintained at an acceptable level. Issues not resolved by the committee may be escalated to the President, CAW Local 101 and the Assistant Vice-President Industrial Relations for resolution.

The terms of reference for the Committee are as follows:

1. Review benefit claim processes at CP and Manulife.
2. Review and map the processes.
3. Review forms for consistency and correctness.
4. Modify processes as required.
5. Correct any cases not handled properly

Furthermore, should the Union request a comprehensive and detailed review of benefit claims this will be done jointly with representatives of the plan service provider, the Company and the Union. If it is found that claims are being declined incorrectly,

immediate corrective action will be initiated to ensure the plan service provider takes the necessary steps to correct this. Specific tracking of claim payments may be initiated upon request of the Union if it is determined that certain types of claims are not being submitted correctly by plan members, educational material will be distributed to the plan members to educate and inform them of the correct claim submission requirements.

Also, when the Company (OHS) sends an employee the "21 day letter", that they will attach an invoice form, allowing the physician to directly bill the Company for the cost of completing the required medical form.

If an employee's weekly indemnity benefits are either suspended or terminated by Manulife, the CAW VPs may advance any concerns that they may have with respect to such claim to the Director, Labour Relations for further review.

If you concur with the foregoing approach to the issue of benefits and more particularly the communicating of the entitlements to your members, please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I Concur:

(Sgd.) Tom Murphy
Tom Murphy, President,
CAW Local 101

APPENDIX 24

ADMINISTRATION GUIDELINE, RULE 6 - SUPPLEMENTARY SERVICE

RULE 6 SUPPLEMENTARY SERVICE

Supplementary Service, Emergency Calls and Wrecking Service shall continue to be handled by the employee classifications presently performing this work

- 6.1** At locations where employees are required to protect supplementary service such as Conventional Auxiliaries, Road Repair Vehicles, Hi-Rail Cranes and other equipment assigned to such service, there shall be a regular list and a spare list for each service. Where practicable, employees will be permitted to hold a position in only one such service at any one time.

Employees assigned to supplementary service shall be paid in accordance with Rule 6.

*** Was agreed that all lists, regular and spare are stove piped. Employees can only be on one list and cannot cross over to another list to perform service on another list. Employees holding positions under Rule 6 service, cannot be on general overtime lists. Likewise, those employees on general overtime lists cannot be on Rule 6 supplementary service lists.

*** Where practicable, is based by location. The parties have to mutually agree that it is "practicable" for employees to be on more than one list, or not establish boards within a terminal. Agreed exceptions are, Edmonton, Chapleau, Saskatoon, Cranbrook, Sudbury, Hagey, Windsor.

*** Establish 6.20 lists in Moose Jaw, St. Luc, Lethbridge and Toronto.

*** Convert the present Auxiliary lists to 6.20 lists in Coquitlam, Alyth and Winnipeg. Reduce number of employees on old auxiliary lists to six (Eliminate Spare Lists). Assignments by equalization. Abolish positions above six, allow those who previously owned auxiliary positions (regular and spare) to exercise seniority.

*** Thunder Bay, remove Supplementary Service Board (extra calling list).

*** Follow calling procedures, as established below.

Calling procedures.

- After regular and spare lists in a respective service are exhausted, then:

- Go to general overtime lists, equalization applies based on qualifications, then,
- Spare Rule 6 Supplementary service lists, based on equalization, then,
- Permanent Rule 6 boards, based on equalization and qualifications, then,
- Force the Junior employee, based on qualifications, on shift.

Calling Procedures 6.20 List (Moose Jaw, St. Luc, Lethbridge, Toronto, Coquitlam, Alyth and Winnipeg)

- Assignments regular list by equalization, then:
- Go to general overtime lists, equalization applies based on qualifications, then,
- Spare Rule 6 Supplementary service lists, based on equalization, then,
- Permanent Rule 6 boards, based on equalization and qualifications, then
- Force Junior employee, based on qualifications, on shift.

*** Road Truck positions (5 days per week) are properly bid per Rule 23.11.

- 6. 2** All time working, waiting and traveling shall be paid for at straight time rates for straight time hours and time and one half for the first eight hours of overtime. Actual hours worked in excess of sixteen hours in any twenty-four hour period shall be paid at double time rates. Double time rates shall not apply to employees on conventional auxiliaries while waiting or traveling, however travel time on Road Repair Vehicles and Hi-Rail Cranes shall be at the appropriate rate of pay as though working. In no case shall employees be paid for a total of less than 8 hours in each 24 hour period (exclusive of Rules 6.5 and 6.6 when such irregular service prevents the employees from making their regular daily hours at home station.

*** No issues.

It was agreed that the existing unresolved grievances (13 identified) will be reviewed and resolved without P&P by taking into consideration time worked prior to being called into supplementary service and determining if double time was available to employees in that first 24 hour period. Also understood that the Union will apply the award of the arbitrator in SHP 442 going forward.

- 6. 3** Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

*** Reasonable actual expenses are considered. The Company has the right to ask for receipts and to set reasonable limits for meals.

6.4 Employees will be called as nearly as possible one hour prior to departure time. Employees who are called for supplementary service who, upon reporting for duty are not sent out of the terminal will be paid a minimum of 4 hours at straight time rates. This rule shall not apply to employees already on duty. The minimum of three (3) hours at overtime rates for a call as provided in Rule 5 does not apply to supplementary service under this Rule 6.

*** When called one hour for Emergency services, auxiliary, road truck, pettibone, compensation from time called.

When called for planned work, or non-emergency service, paid from time required to report for duty and actually commencing duty

6. 5 If held away from home terminal over night, employees will be called one hour prior to commencing duty. Payment shall be at time and one-half of the basic rate.

*** No issues.

6. 6 When employees engaged in supplementary service are held away from home terminal over night, they will be allowed one hour at time and one-half of the basic rate after arrival at the designated lodging facility/boarding car to secure a highway vehicle (where applicable), clean up and eat.

*** No issues.

6. 7 After the first 24 hour period in supplementary service all employees so assigned shall be considered to have been assigned hours of 0800 to 1600 hours.

*** No issues.

6. 8 Employees working on a holiday which is the employees regular work day shall be paid in accordance with rule 46.

*** No issues.

6. 9 Employees engaged in supplementary service shall be entitled to 5 hours undisturbed rest following the completion of their first 24 hours on duty on the wreck site and in addition such employees shall be entitled to 5 hours undisturbed rest during each 24 hour period thereafter.

If during the time the employees engaged in supplementary service are relieved from duty and permitted to go to bed for 5 hours or more, such relief time will not be paid for provided suitable sleeping accommodation is available.

For the purposes of this Rule 6.9 only, undisturbed rest shall be defined as rest which has not been interrupted by switching or by being awakened by an officer of the Company.

CALLING PROCEDURE AND ADMINISTRATION

- 1) A wall mounted calling board or electronic calling board shall be installed in the designated calling office. Where an electronic calling board is utilized, printed copies of up-to-date calling lists shall be posted.

*** In some of the smaller terminals, there are no lists due to Rule 6 positions are regular assignments, bid jobs. Will remain as such, not an issue.

- 2) The names, addresses and telephone numbers of the regular crew members shall be printed on cardboard slips and arranged in clear plastic tracks in seniority order on the top half of the board or shall be electronically displayed.

*** Two phone numbers are reasonable and practical. Not necessary to list addresses.

*** Amend language in item 2 and 3 to remove the reference to addresses, cardboard slips and clear plastic tracks in the open period.

- 3) The bottom half of the board or the electronic display shall contain the designated spare list, and shall identify the names, addresses and telephone numbers of the spare crew members and will also be arranged in clear plastic tracks in proper calling order, that is the employee with the lowest hours being first out in all instances to ensure equalization of overtime on a regular basis.

- 4) In the event that a regular crew member is absent due to sickness, vacation or leave of absence, such employee's name is to be removed from the list and replaced by the senior employee indicated on the spare list.

*** Add jury duty.

*** Absences also include those off work and claiming banked time, bereavement leave and jury duty, etc. In these instances, the employees name is removed from the calling board and the vacancy will be assigned to the senior employee on the spare list. When employees on the regular list, decline a call-out or are "no-shows", the vacancy will be filled by an employee on the spare list with the lowest hours being first out.

- 5) It is the responsibility of all crew members to ensure that their name is returned to the calling board upon their return to service.

*** Agreed employee responsibility.

6) At each location a representative from the Company and from the Union will cooperate to maintain the calling lists in a mutually satisfactory manner.

*** This is intended to ensure that those on the various lists are in the correct order, by seniority on regular board and by equalization on the spare boards. This is not intended to mean that local representatives and local Managers may draft local agreements, contrary to the calling procedures.

*** Additional staff required for Rule 6 service, same calling procedures for vacancies.

6. 10 Vacancies in positions on the regular or spare list shall be bulletined to employees at the point where protection is required within the seniority terminal. Subject to qualifying, the allotment of positions will be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail. Local Committee to be consulted in each case.

*** Need to review calling procedures in Coquitlam. Agreed that assignment to boards cannot be restricted to employees holding designated shifts. Successful applicants based on terminal seniority.

6. 11 Employees assigned to protect a position on a regular list or assigned to a spare list will be required, except as provided in clause 6.12 and 6.14 of this rule, to be available for call and able to report for duty within one hour at all times. If availability requirements differ for a particular service, the requirements will be indicated in the bulletin. A standard call procedure shall be established at each location by agreement between Local Officers and the Duly Authorized representative(s), and such procedures shall be in accordance with the calling procedures as prescribed in Rule 6.9.

*** This is not intended to mean that local representatives and local Managers may draft local agreements, contrary to the calling procedures established under Rule 6.9.

6. 12 In the event that an employee assigned to protect a position on a regular list or on a spare list desires to be released temporarily from the requirements to be available, such an employee will be granted the release provided there are sufficient qualified employees available from the regular list and/or spare list concerned to adequately protect the service.

*** No Issues.

6. 13 Employees assigned to spare lists shall be called, for the respective supplementary service as required. In order to equalize overtime to the extent possible, such spare employees, when required, shall be called from the spare

list, on a basis of the employee with the lowest hours being first out in all instances to ensure equalization of overtime.

*** No issues.

- 6. 14** It is understood that an employee will not be subject to call after the termination of such employee's last shift worked prior to vacation, until the commencement of the first shift worked following the employee's vacation. Such an employee will advise his/her supervisor 24 hours in advance of vacation commencement. Additionally, an employee whose work in supplementary services carries into his/her vacation period shall, provided relief is available, have the option of commencing vacation or continuing to work in supplementary service for the duration of that assignment. If such employee elects to commence vacation he/she will do so as soon as relief is provided. If such employee elects to continue to work on the assignment, he/she will not be entitled to penalty payments for rescheduled vacation under the terms of rule 47.1.12 of the Collective Agreement.

*** Employees on scheduled annual vacation will not be called for Rule 6 service. Employees returning from annual vacation will be required to return their name to calling boards effective with the start of the on return from AV. AV is from the end of the last shift worked prior to starting AV until the start of the first shift following the completion of AV.

- 6. 15** Employees engaged in supplementary service shall not be required to work more than 6 hours after arriving at the scene without being permitted to go for meals, except in cases where there is a danger to human life in which case the work will not be interrupted. Hot meals will be provided, unless not otherwise available.

*** No Issues.

- 6. 16** Employees returning from supplementary service who commenced such supplementary service prior to the 8 hour period immediately preceding the starting time of their regular assignment at their home location, and who because of such service has been unable to secure 5 hours rest immediately prior to the starting time of their regular assignment at their home location, shall be accorded 5 hours rest without loss of pay before being required to report on their regular assignment at home location. Such 5 hours shall commence from the time employees are released from supplementary service at their home location except that time allowed for rest while traveling with the auxiliary shall be included in the calculation of rest time under this Clause.

*** Employees cannot bank rest. Rest must be taken at the time of when employees in Rule 6 service are released from service.

*** Rest to be paid at straight time rates.

6. 17 Upon completion of supplementary service, employees who have been on continuous duty for 10 hours or more shall be allowed up to 5 hours rest prior to being required to drive a motor vehicle to home location.

*** This is unpaid rest.

6. 18 When the equipment specified in Article 6.1 is dispatched in supplementary service, the respective crew to the degree necessary, shall accompany same.

*** Agreed, Management retains the right to determine the number of crew members necessary for the service to be called.

*** Agreed, Managements also retains the right to determine what service, auxiliary, mobile crane, road truck is required for the particular service call.

6. 19 It is understood that this agreement does not guarantee that all employees assigned to supplementary service at any point will be called in each instance. Only sufficient number of employees to meet the particular needs of any supplementary service will be called.

*** The Company is not obligated to send a full complement of crew members for a particular piece of Company equipment on a service call. Staffing will be determined on the nature and scope of the event.

*** Agreed that other terminals cannot fill out the full complement of crew members for a particular piece of Company equipment from another terminal, but can add additional staff from other terminals to provide assistance. For example, if the full complement of crew members for a pettibone is 3, employees can be added from another terminal without a claim, as long as 3 employees are sent from the home terminal of the pettibone.”

In situations where we are required to have employees at a wreck site where there is rented/leased equipment, the required complement of employees may be assigned from any number of terminals.

6. 20 In instances of restoration of rail service following a derailment, if the Company rents/leases equipment or services, the Company will assign two (2) Carman to the site per piece of equipment owned or rented/leased (excluding equipment used to handle lading or ground preparation). However, if more that two (2) pieces of owned or rented/leased equipment are required at a site, the Company shall determine the staffing requirements, if any, for such additional piece (s) of owned or rented/leased equipment over two. When there are 8 or more pieces of equipment at a site, at least 6 Carmen will be assigned. The Carmen assigned

may not necessarily be worked as groundsmen, but will, in all circumstances, be involved in productive tasks associated with the restoration of service.

*** Rule 6.20 applies when post-mishap wrecking is required, regardless of whether such wrecking takes place on a main track, siding, spur, yard track, or otherwise. Wrecking activity will come to closure when the response to a mishap has been completed. In other words, if management elects to remain at the site to continue wrecking subsequent to the restoration of train/yard service, Rule 6.20 will continue to apply until that phase of a cleanup, which may include all or a percentage of damaged equipment, is deemed to be completed and will end when the crew called to the site has returned to home terminal and the particular supplementary service call has ended.

*** Agreed that those employees holding only bid positions of crane operators will not be subject to call unless the crane is sent to the mishap.

*** Agreed that if the cook car is not utilized in service, those employees holding only bid positions of cooks have no right to claim for calls.

6. 21 When new technology is to be implemented which involves supplementary service equipment the respective Regional Union Representative representing the terminal involved shall be notified. When such technology is introduced in a given terminal, on Company owned or leased equipment operated by employees, related training will be provided to employees assigned to supplementary service, pursuant to Rule 31.4.

*** Obligation under Rule 31.4 for Company to provide additional training.

APPENDIX 25

File: Intra Transfer Road Electricians (130.14)

CP Rail

December 13, 1976

Mr. W.K. Redhead
System General Chairman
System Council No. 34
International Brotherhood of Electrical Workers
8050 Pierre de Coubertin
Montreal, Quebec
H1L 2C3

Dear Mr. Redhead:

This will confirm the understanding reached as a result of exchanges and discussions concerning an arrangement to provide seniority protection for Electrical employees within CP Rail in the event of an inter-transfer between Wage Agreement #34 and Wage Agreement #16.

It is understood that if an employee governed by Wage Agreement #34 transfers to a position in the Electrical Craft governed by Wage Agreement #16, such employee shall continue to accumulate seniority under Wage Agreement #34 for a period of 90 Calendar days. If such employee continues to occupy a position in the Electrical Craft governed by Wage Agreement #16 for a period in excess of 90 calendar days, he shall forfeit his seniority under Wage Agreement #34 and shall establish seniority in the Electrical Craft governed by Wage Agreement #16 from the date of transfer.

It is also understood that if an employee in the Electrical Craft governed by Wage Agreement #16, excluding Electrical Apprentices, transfers to a position governed by Wage Agreement #34, such employee shall continue to accumulate seniority in the Electrical Craft governed by Wage Agreement #16 for a period of 90 calendar days. If such employee occupies a position governed by Wage Agreement #34 in excess of 90 calendar days, such employee shall forfeit his seniority under Wage Agreement #16 and shall establish seniority under Wage Agreement #34 from the date of transfer.

Page 2 of 2

This understanding may be canceled on 30 days' notice by either party. If the above is agreeable to you, kindly affix your signature in the space provided below and return the original for my records.

Yours truly,

(Original Sgd.) J.A. McGuire
Manager, Labour Relations

I concur:

(Original Sgd.) W.K. Redhead
System General Chairman
System Council No. 34
International Brotherhood of
Electrical Workers

I concur:

(Original Sgd.) John W. Asprey
President and Secretary
Division No. 4, Railway
Employees' Department
A.F. of L.-- C.I.O.

APPENDIX 26

File: Human Rights Training

July 24, 1995

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
1313 Border Street, Unit 8
Winnipeg, Manitoba
R3H 0X4

Dear Sir:

During recent discussions at the National negotiations the parties concluded that the new collective agreement should include a statement that there shall be no discrimination, interference, restriction or coercion permitted in the workplace. with respect to race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability or conviction for which a pardon has been granted.

We also recognized the need to carry this message to all CAW-represented employees in mechanical facilities across Canada and it was agreed that, within the first year following the signing of this collective agreement, the parties would undertake to jointly develop a training program for all such employees. As part of the process, the parties would also develop an appropriate mechanism for the delivery of such a program.

I shall appreciate if you will, in due course, advise me who will represent the CAW-TCA Canada on a committee to develop this training program.

Yours truly,

(sgd) K.E. Webb
Manager, Labour Relations

APPENDIX 27

File: Health & Safety Coordinator

March 12th, 2001

Mr. Tom Murphy
President, Local 101
Rail Division, CAW-TCA Canada
Calgary, Alberta

Dear Sir,

This has reference to the parties discussions concerning the on-going need to improve safety and reduce the number of personal injuries, and in continuing recognition that the joint union/management safety plan will require substantial combined effort by both the CAW-TCA and the Company. The Company agrees to assist the CAW monetarily so the CAW may meet its obligations.

The company agrees to reimburse CAW-TCA Local 101 the base sum of \$20,000 per quarter (3 month period) for wages and expenses incurred by the union for its involvement in the Mechanical Services Safety Program. The safety program was developed using the new CPR safety framework as a guideline and will focus on processes to be used to improve safety.

Significant improvements have been achieved over the last five years and it is the intent of the parties to have the Safety Program further improved by December 31, 2004, at which time the Company will no longer be responsible for these CAW incurred expenses.

CAW-TCA Local 101 will, in return for the monetary assistance, assign a full time CAW Coordinator, appointed by the CAW-TCA National President, to fulfill the duties as outlined in the Collective Agreement:

- (i) Meet with local Committees on a regular basis.
- (ii) Review activities of local Committees.
- (iii) Review and recommend changes to existing workplace programs.
- (iv) Ensure compliance with all legal requirements.
- (v) Establish communication/liaison with workplace Union and Management representatives and government enforcement agencies.
- (vi) Investigate all fatalities and critical injuries.

- (vii) Assist local Committees in the development and delivery of training programs.
- (viii) Review all enforcement and consultant's reports.
- (ix) Handle all complaints, appeals and issues filed under the Canada Labour Code, Part II, Section 133, on behalf of CAW System Local 101 represented employees.

The CAW coordinator will work in conjunction with his/her company counterparts in the development and implementation of the Safety Program.

The CAW has also recognized the importance of reducing FRA reportable accidents which, although showing an improvement, still stand at a higher level and will direct the CAW coordinator to make their reduction his/her foremost priority. Should no noticeable improvement in reportable accidents take place the Company has the option to cancel this agreement after it has been in effect for 12 months.

The payment will be made at the end of each quarter (3 month period) following ratification of the Memorandum of Settlement.

In addition, the parties expressed concern about the existing level of FRA reportable accidents relevant to demonstrated Industry performance. Additionally, the CAW coordinator will develop a personal safety action plan outlining his/her action necessary to achieve the year 2001 FRA target frequency of 4.5. If the 2001 Mechanical Services target is achieved, a lump sum payment of \$20,000 will be made.

I look forward to continuing the joint effort to truly improve employee safety. It will not be an easy task but together I believe it can be accomplished.

If you concur with the above agreement please sign below.

Yours truly,

J. Cunningham for
Vice-President, Mechanical Services

I CONCUR:

(signed) B. G. Hardy for
President, Local 101
CAW-TCA Canada

APPENDIX 28

File: Seven day operation of Ogden and Weston Shops

Page 1 of 2

May 4, 1995

SEVEN DAY OPERATION OF OGDEN AND WESTON SHOPS

In recognition of the long-standing practice of observing Saturday and Sunday as rest days at Weston and Ogden, and notwithstanding the provisions contained in Rules 1 and 3 of the Collective Agreement, the following provisions shall apply with respect to the seven day per week operation of Ogden and Weston Shops:

(a) Except as described below, the work week shall consist of 40 hours, based on five days of eight hours each, with Saturday and Sunday as rest days;

(b) As described below, the work week may be expanded in order to meet the operational requirements of the Company in specific departments and/or locations and where additional production needs remain after the establishment of maximum productivity opportunities within the Monday to Friday work week;

(c) Where the nature of the work is such that positions are required on a 6- day work-week basis, the common rest day shall be Sunday;

(d) When operational requirements dictate, permanent positions may be established in one of the following formats, or in combinations thereof:

positions working two 10-hour shifts and two 8-hour shifts per week, the 10-hour shifts being Saturday and Sunday, with three consecutive rest days

positions working one 12-hour shift and three 8-hour shifts per week, the 12-hour shift being either Saturday or Sunday, with three consecutive rest days

positions working two 12-hour shifts and one 8-hour shift per week, the 12-hour shifts being Saturday and Sunday, with four rest days per week

In each instance, employees would be paid on the basis of 40 hours at the applicable rate of pay and there shall be consultation with the duly authorized local representative of the Union when weekend positions are established.

For clarity, it is understood that all work assignments involving Saturday and/or Sunday work shall be established according to one of the above three formats, and remunerated as above.

A weekend work assignment shall be bulletined and awarded pursuant to the terms of Rule 23.11. Should there be no applicant, the junior employee in the respective seniority classification shall be required to accept the assignment, provided he/she meets the requirements of Rule 23.29. If the service date of the said junior employee is prior to January 1, 1994, and new hiring subsequently takes place within the seniority classification, then the intention is to replace such employee with a new hire as soon as practicable, without the necessity of additional bulletins nor of waiting for Rule 23.14 to be triggered.

(e) Saturday and Sunday work at Ogden and Weston Shops shall be undertaken only when essential to the operational requirements of the Company and even then only after all Monday to Friday shifts have been worked in the shop, department, sub-department or selection where weekend work is required. Once operational requirements of the Company permit a return to the preferable Monday to Friday operation of Weston and Ogden Shops, assignments of positions will be reduced first to a six-day and second to a five-day per week operation, first eliminating work on Sundays.

(f) None of the above shall be construed as applying to any facilities other than Ogden and Weston. Further, none of the above shall be applicable to the limited number of positions at Ogden and/or Weston which traditionally and currently have involved Saturday and/or Sunday work at straight time rates (e.g. certain power house and trackmobile positions, as applicable)

Dated May 5, 1995

For the Company: (Signed: K.E. Webb)

For the Union: (Signed: D. Cross)

APPENDIX 29

File: Letter of Understanding Re: Weston Component Shops

Page 1 of 2

March 12, 2001

Letter of understanding with respect to concerns at Weston Component Shops regarding substantial training required for the operation of certain machines and manning of specific positions.

During the bargaining process, the Company raised concerns with respect to significant training required for the operation of certain machines and manning of specific positions which are identified below:

Frog Shop

Frog Fitting

Blasting

Diamond Fitting

Homma Planer

Kotobucki

Gray Planer

Moline Drill

Rail Bender

Henry Lei Switchpoint Planer

Butler Newhal Rail Drill

Reinforcing Bar Drill

Machine Shop

Mazak Lathes

Plate Plasma

CNC Plate Miller

The parties agreed that the following procedure would apply specifically to Weston Component Shops only:

- i) In accordance with provisions contained in Rule 23.28 of the Collective Agreement, employees shall be afforded the thirty day trial period for qualification purposes, if required.
- ii) Upon qualifying for and filling a vacant position, an employee must, if required by the Company, hold such position for not less than 90 calendar days before bidding on any new position.
- iii) Notwithstanding (ii) above, an employee may bid off his position prior to the aforementioned 90 day period in order to change his designated shift, rest days, or rate of pay.

- iv) It is understood that if a vacancy occurs with the same days off, hours of work and rate of pay, the employee will be afforded the opportunity to bid on such position, however, the employee, if successful, will not be allowed to fill such position until the completion of the 90 day calendar period.
- v) By mutual agreement between the respective Facility Management Representative and the V.P. Prairie Region the 90 calendar day period may be extended up to 120 days.

APPENDIX 30

File: Job Safety Analysis (JSA)

September 8, 1998

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116-1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

During the collective bargaining process, the Union raised concerns about the conducting of Job Safety Analysis (JSA) and the possibility of bargaining unit members being required to also conduct time studies in relation thereto.

By way of response, the Company assured the Union that its intent was not to introduce time studies into the Job Safety Analysis developmental process nor shall JSA's be used as a basis for time studies. This shall in no way limit the Company's right to conduct time studies apart from Job Safety Analysis.

Yours Truly,

(signed) Doug Cooke
Director, Labour Relations

I CONCUR:

(signed) Dennis Cross
President, Local 101
CAW-TCA Canada

APPENDIX 31

File: Human Rights/Employment Equity

Page 1 of 2

September 1, 1998

Canadian Pacific Railway - Canadian Auto Workers:
Human Rights/ Employment Equity - Mechanical Services Group

The following proposal represents agreement between the Canadian Pacific Railway (CPR) and the Canadian Auto Workers (CAW) with respect to employment equity initiatives involving the Mechanical Services Group (MS) in Canada:

The parties agree that a National CPR/CAW Human Rights/Employment Equity Committee shall be established and shall consist of:

- ◆ one member who is CAW Local 101's HR/EE Coordinator
- ◆ one member who is a national CAW representative,
- ◆ one member who is a senior manager within the MS group, and
- ◆ one member who is a CPR Manager responsible for Human Rights/Employment Equity.

The National Committee will meet in January, June and October unless otherwise mutually agreed.

The role of the National Committee shall include, but will not necessarily be limited to, the following:

- ◆ Advance Human Rights and Employment Equity principles and initiatives at the National and Local Levels.
- ◆ Analyze and prioritize suggestions received from the Local Human Rights/Employment Equity Committees (LHR/EECs).
- ◆ Delineate the action steps, accountabilities and target completion dates for initiatives to be adopted.
- ◆ Keep members of the 22 Local Human Rights/Employment Equity Committees (LHR/EECs) up to date on the status of the Human Rights and Employment Equity initiatives selected for action, and enlist their assistance where warranted.

Recognizing the Company's legal responsibilities under the Employment Equity Act, CPR and the CAW agree to jointly develop an Employment Equity plan through this

Committee, for unionized employees within the MS group. It is understood that this plan must meet the requirements of the law.

Page 2 of 2

All Local Human Rights/Employment Equity Committees (LHR/EECs) shall consist of two members as follows:

- ◆ one local CAW representative.
- ◆ one local Management representative.

The role of the Local Human Rights/Employment Equity Committees (LHR/EECs) with respect to Human Rights and Employment Equity shall include, but not necessarily be limited to, the following:

- ◆ To foster Human Rights and Employment Equity at the local level;
- ◆ To consult the employees at the local level in order to develop and input to the National Committee their suggestions for initiatives that would help improve Human Rights and Employment Equity locally;
- ◆ To forward to the National Committee concerns and suggestions for action at any time throughout the year as they arise.
- ◆ To work with the members of the National Committee on specific Human Rights and/or Employment Equity projects or initiatives adopted for action by the National Committee that apply locally.

The parties recognize the Company's obligations under the law.

APPENDIX 32

File: Human Rights/Employee Equity Committee

September 8, 1998

Gary Fane
Director of Transportation
CAW-TCA Canada
205 Placer Court
Willowdale, ON M2H 3H9

Dear Mr. Fane,

This refers to the Human Rights/Employment Equity (HR/EE) Committee to be established in accordance with the appended guidelines agreed to during the course of National negotiations.

In accordance with Company policy on payment for employees who perform part-time work as Union representatives on joint initiatives/committees, the CAW Local 101 HR/EE Coordinator will have wages and expenses covered by the Company when required to attend HR/EE committee meetings. Additionally, wages and expenses will also be covered by the Company when the CAW Coordinator is required to perform work deemed necessary by the HR/EE committee.

Yours truly

(signed) Mike DeGirolamo
M.G. DeGirolamo
Assistant Vice-President
Industrial Relations

APPENDIX 33

CAW Representatives

CALGARY, December 7, 2001

Mr. Tom Murphy
President
CAW/TCA Local 101

Dear Tom,

This refers to our recent conversations regarding the issue of CAW representatives conducting Union business during their regular hours, some of them on a full-time basis.

During the round of negotiations that led to the 1998-2000 contract, the parties included a letter that contained the Company commitment that any arrangements involving paid representatives would not be altered during the term of the agreement. It is the Company's position that this understanding expired on December 31, 2000 and was not renewed by the parties as part of the March 12, 2001 Memorandum of Settlement.

The Company and the Union have agreed to continue to discuss the issue during the closed period. It is not our intent to arbitrarily eliminate any of the paid representative positions across Mechanical Services simply because the company believes the letter referred to above expired at the end of last year.

The Company is willing to retain the practice in question on the condition that time allotted will reflect CAW workforce fluctuations within each local union officer's specific area of responsibility. As a starting point, we should compare a snapshot of our current manpower/local union officer status with September 1998. Where necessary, the number of hours for part time representatives will be adjusted to reflect the increase or decrease of union membership.

Finally, if these temporary arrangements cause difficulty during the course of our review, the CAW Director of Transportation and the Assistant Vice President, Industrial Relations will meet with the appropriate representative from Mechanical Services to resolve the dispute.

Yours truly,

M.G. DeGirolamo
Assistant Vice-President
Industrial Relations

APPENDIX 34

File: Vacation period at running points

Calgary, Alberta

September 8, 1998

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116 - 1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

During negotiations there was considerable discussion in regards to the CAW's request for a reduction in the recognized vacation period at running points so that more employees would have an opportunity to take vacations during the summer.

The Company recognizes the desirability of vacations in the summer period. However, given the operational requirement to provide ongoing service in the running shops, under the current vacation rules this desirable objective is not possible without extremely prohibitive additional costs. There may however be solutions available which the Company is more than willing to explore. With the service demographics of Mechanical Services employees indicating a significant number entitled to 5 and 6 weeks vacations, and such vacations taken for the most part in the summer, very little opportunity for a summer vacation is available to more junior employees.

In this respect, the Company is willing to commit to the possibility, on a Facility by Facility basis, of compressing the recognized vacation period, with a view to providing potential access for more employees to the prime vacation months.

The Facility Manager, or his designate, will meet with Local Union Representatives, each November, to explore such opportunities.

Yours truly,

(Signed) Doug Cooke
Manager Labour Relations

APPENDIX 35

File: Cumulated Compensated Service for Union Officers

September 8, 1998

Mr. Dennis Cross
President, Local 101
Rail Division, CAW-TCA Canada
116-1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Sir:

This has reference to the Union's demand to deem all service rendered as full time union officer as cumulated compensated service.

The Company has agreed to provide the employees on leave of absence or Union business with full credit of cumulative compensated service for annual vacation purposes only.

Yours truly,

(signed) Doug Cooke
Director Labour Relations

APPENDIX 36

File: Cumulated Compensated Service

March 12th, 2001

Mr. Tom Murphy
President, Local 101
Rail Division, CAW/TCA

Dear Tom,

During negotiations the union raised concerns on the use of CCS in the placement of employees under the work at home provisions Article 4 and 7 of the J.S.A.

Both the company and the union agreed that substituting "date entered service" for CCS would result in a fairer arrangement. This provision however, applies to all of the non operating unions and would require agreement from all of the unions.

In instances where only employees represented by the CAW are involved, we will apply "date entered service" in lieu of CCS.

The company commits to seek such agreement from the other non-operating unions as soon as possible following ratification of the settlement.

Yours truly,

(Signed) Doug Cooke
Manager, Labour Relations

APPENDIX 37

Commitment to support Red Seal Certification of Diesel Mechanic's Trade and Railcar Mechanic's Trade

TORONTO, January 26, 2008

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This refers to our discussions during negotiations concerning the combination of the Diesel Mechanic Classification with the Electric Motor System Technician (Locomotive Electrician) Classification into the Diesel Mechanic's Trade.

As discussed, an in house training program which will include 8000 hour apprenticeships will be developed by the Company for employees or new hires entering this Trade. Training programs for existing Diesel Mechanics to learn additional electrical duties and training programs for existing Electric Motor System Technicians (Locomotive Electrician) to learn mechanical duties will also be developed by the Company. These training programs will be provided to the Skilled Trades Committee in advance of such training for review and comment. Any suggestions by the Skilled Trades Committee will be given serious consideration prior to the implementation of same.

An in house training program which will include 8000 hour apprenticeships will be developed by the Company for employees or new hires entering the Railcar Mechanic Trade. These training programs will be provided to the Skilled Trades Committee in advance of such training for their review and comment. Any suggestions by the Skilled Trades Committee will be given serious consideration prior to the implementation of same.

The Company also committed to join with the CAW to work with the RAC, Provincial Boards and the CCDA to have the Diesel Mechanic Trade and the Railcar Mechanic Trade recognized as a Red Seal Trade in the Provinces where Diesel Mechanics and/or

Railcar Mechanics are employed. In this regard, the Company and Union members of the Trade Modernization Committee will be assigned to perform these duties, which will be initiated within 90 days of the signing of the new Collective Agreement.

Yours truly,

Paul Wajda
Director, Labour Relations

APPENDIX 38
CAW Trainers Policy

CALGARY, February 11, 2005

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This will reaffirm that we will follow the existing policy on CAW trainers as outlined in the letter dated October 15th, 1998 for the duration of this Agreement.

Further, in instances where a trainer trains only one day, the seven hour premium will be prorated per day at 1.4 hours.

Yours truly,

(Signed) Len Wormsbecker

Manager, Labour Relations

APPENDIX 39

File: Union concerns in regard to contracting out

Page 1 of 2

March 12th, 2001

Tom Murphy
President, Local 101
Rail Division, CAW-TCA Canada

Dear Sir:

This is in regard to concerns raised at this round of bargaining with respect to Contracting out contrary to the provisions of Rule 53.

It is not the intent of the Railway to contract out bargaining unit work contrary to the provisions of Rule 53 of the Collective Agreement.

In view of the Union's concerns it is proposed that the parties make a joint presentation to the Appropriate management and Union personnel at each terminal in regard to how the Contracting out Rule is to be applied reviewing the applicable Railway jurisprudence in this regard. These presentations are to be completed within 180 days of the ratification of the settlement unless otherwise mutually agreed.

In addition to ensuring that the Regional Vice-President and Local Representative is notified of any Contracting out being anticipated, or planned, it is proposed that Joint Terminal Contracting Out Committees be established (after the joint presentation) is made which will meet, as and when required, to discuss any contracting out matters which may be considered. The Joint Terminal Committees shall consist of the duly authorized Representatives on the Union's side and the Service Area Manager or Facility Director on the management side. The Regional Vice-President will be notified of the results of the meeting and any concerns raised by him will be reviewed.

The Union also raised concern with respect to work that has been contracted out in each terminal which the Union considers work of the bargaining unit. Notwithstanding, the position of the parties, it was agreed that the Joint Terminal Contracting Out Committees will be mandated to review cases of this nature in accordance with Rule 53.9.

Page 2 of 2

Should there be a dispute as to whether Rule 53 is being violated the matter shall be progressed to the Vice-President and the appropriate Labour Relations Officer immediately for resolve prior to progressing the matter through the grievance procedure. The National Staff Representative and the Director of Labour Relations shall be notified of any dispute in this regard.

(Signed) Steve Samosinski
Director, Labour Relations

I concur:

(Signed) B. G. Hardy for
President, Local 101

APPENDIX 40

File: Driver's License Training Policy

March 12th, 2001

Mr. Tom Murphy
President, Local 101
Rail Division, CAW/TCA

Dear Tom:

This will reaffirm the existing Company practice of covering course and test costs associated with obtaining special class driver's licenses, required by the Company for the performance of regular duties. Employees will not lose earnings in the acquisition of any such license.

Yours truly,

(Signed) Mr. D. Cooke
Manager, Labour Relations

APPENDIX 41

File: Rule 27.1

Canadian Pacific Railway

Calgary, March 12th, 2001

Mr. Tom Murphy
President
CAW – TCA Local 101

Dear Sir,

Our proposed addition to Rule 27.1 reads that " Employees from the bargaining unit set-up to fill these temporary vacancies shall not be allowed to work their trade position within the same calendar day". With this proposal, we would like to also deliver our assurance that it is not the intent of the Company that any employees or supervisors gain or suffer as a result of this provision. There will be instances quite naturally when more than 40 hours are worked in a calendar week. However, please be advised that Mechanical Services does not condone any abuse of this Rule, and at the same time encourages that any perceived slippage in this regard be brought to the attention of the appropriate Service Area Manger and the Manager, Labour Relations.

Yours truly,

(Signed) Doug Cooke
Manager, Labour Relations

APPENDIX 42

CAW – CPR – PROGRESS UNDERSTANDING FOR WESTON SHOPS March 29, 2000

Except as otherwise indicated, the words “throughout the term of the arrangement between Progress and CPR regarding Weston” should be read into all that follows.

Also, any agreement achieved in connection with these discussions will be between the three parties, and in addition will be attached to the collective agreement(s) between the parties now and throughout the term of the Progress-CPR arrangement with respect to Weston and can be changed by mutual agreement of all three parties.

This agreement is subject to prior disclosure to the Union of all details of the arrangement between Progress and CPR, with the exception of such matters as remuneration, and with the usual confidentiality arrangements to apply. The Union reserves the right, within 10 days of disclosure of the details of the arrangement, to withdraw from this agreement should it be deemed that the Progress-CPR arrangement is substantially different than what has been represented to date.

Depending on the details of this agreement, it may be subject to ratification by the membership.

1. Exclusive Supply/Capacity to Perform Work

Canadian Pacific Railway guarantees that its arrangement with Progress does not diminish or increase the rights and obligations of Canadian Pacific Railway or CAW as provided for in the Collective Agreement and Job Security Agreement between the parties except as provided hereunder or as may be otherwise agreed to between the parties.

CPR assures the CAW that the Progress deal will not be a vehicle for losing or diminishing capacity at Weston.

CPR guarantees, subject to the parties rights and obligations under the Collective Agreement, that all work and products that are presently and normally supplied on its behalf by bargaining unit members at Weston, which from now on, are to be supplied by Progress will be provided by Progress exclusively from Weston with CAW members (such products to be supplied in the same proportion as is presently the case); except in emergent circumstances beyond the reasonable control of Progress and Canadian Pacific Railway, or except as may be otherwise agreed between the parties. As an example, currently Weston supplies 100% of CPR’s Canadian requirements for wheels. Under the arrangement with Progress, this will not change.

Canadian Pacific Railway guarantees subject to the parties rights and obligations under the Collective Agreement in force at the time, that if and when its agreement with

Progress terminates, in whole or in part, then to that same extent, CPR will maintain or restore in full, as the case may be, its ability to perform, with CPR bargaining unit employees, all the work being performed on CPR's behalf at Weston at that time or as may be otherwise agreed to by the parties.

Specifically, nothing in the deal with Progress, nor in the fact of Progress fulfilling the terms of the supply agreement over a period of time, can be used at any time in the future (including anytime after the termination of the arrangement with Progress) to invoke an exception to the prohibition of contracting out under Rule 53, whether pursuant to 53.1 or 53.2 or otherwise.

2. Staffing at Weston

The basic principle is that the number of CPR employees versus Progress employees will be determined based on the proportion of Canadian Pacific Railway work and Progress work where Progress work is defined as new work brought in by Progress, either from Progress or third Parties, which could include work done by Progress for CPR where such work is not work presently and normally done by CAW members.

- At start-up, CPR employees will perform all of the required work. Prior to Progress hiring any new employees CPR employees holding seniority at Weston will be given first opportunity to fill any vacancies in accordance with the recognized recall provisions of the CPR/CAW collective agreement.
- Following the start-up scenario, vacant positions or additional employment requirements will be filled by CPR employees or new Progress hires depending on the number of CPR/Progress employees vis-à-vis the proportion of CPR versus Progress work. Throughout the term of the arrangement between CPR and Progress, a sufficient number of CPR employees will be maintained at Weston to perform CPR work, up to the proportion, normally and presently performed by CPR-CAW employees. The parties will work out a fair annual review process to monitor the proportion of Progress work versus CPR work. It is expressly understood that if the proportion of CPR work exceeds the proportion of CPR employees at Weston then if CPR and Progress wish to hire new employees, such new employees would be hired as CPR employees, unless the parties agree otherwise. (NOTE: Change of classification title due to skilled trades implementation will not be a bar to employees who are qualified or qualifiable as per the usual rules – as examples, heavy duty mechanics from outside Weston unable to hold work would still be permitted to displace on machinist positions, labourers who are qualifiable would be offered promotion as helpers prior to hiring, etc.)
- CAW employees at Weston will be permitted to do all CAW work, whether it is considered CPR or Progress work.

- CPR and Progress employees at Weston who are represented by CAW will be placed on a common seniority list by classification to be used for the purpose of staffing all positions at Weston. CPR Weston employees as well as other CPR employees outside of Weston will maintain existing seniority rights and obligations to CPR Weston positions. Vacancies at Weston for CPR positions shall first be filled by CPR employees by bid, following advertisement, all in accordance with the collective agreement between CPR and CAW. Only positions which remain after such bidding procedures have been exhausted will then be available for new hiring. When hiring CPR employees at Weston, CPR will accept applications from Progress employees. Hiring will follow normal CPR policies. Where a Progress employee is hired as a CPR employee such employee will transfer to CPR employment rolls with full seniority and service for the purpose of annual vacations and entitlement to benefits. Progress employees hired by CPR will not be entitled to retroactive pension service/benefits nor will they be eligible to any pension buy-back agreed to between CPR and CAW.
- Service under the Job Security Agreement for Progress employees will be from the date of hire as a CPR employee. When hiring Progress employees senior employees will be given preference providing all other factors are equal.
- Positions at Weston up to and including the proportion required to do CPR work will be considered “CPR positions”.
- In all respects, CPR employees at or outside Weston will continue to enjoy the same seniority rights as at present. As examples, and without limiting the generality of the foregoing, all CPR positions at Weston that would continue to be advertised outside Weston at present, will continue to do so, as set out in Rule 23. Any employee currently entitled to displace at Weston would still be able to do so, under the same circumstances as at present. Where a CPR employee is unable to hold a position in Winnipeg outside of Weston, it is expressly understood that such employee will have the additional right to displace a junior Progress employee at Weston. As well, the principles surrounding “Transfer of Benefits” in the Job Security Agreement would continue to apply as at present.

3. (a) Weston Appendix

CAW recognizes the importance of delivering secure, on time supply of product to the success of the Weston Component Shop. The parties recognize that issues may arise in collective bargaining by and between CAW, CPR and Progress that are not directly related to Progress operation of Weston which if not resolved could adversely affect the operations at Weston.

CAW, CPR and Progress hereby agree to cooperate in good faith and to the extent possible try to mitigate any action that maybe taken by any party against any other party during collective bargaining that would materially and adversely

impact the third party as a means of advancing the first party's issue against the second party.

CAW recognizes that different or special work rules at Weston may be required to assist in making Weston a successful operation and CAW will work in good faith with Progress to develop Weston work rules to achieve that end

3. (b) Bargaining Structure

- There will be two separate Collective Agreements (CA) , the agreement between Canadian Pacific Railway and the CAW (the existing CA) and a CA between Progress and the CAW. The CA between Progress and the CAW covering Progress work and Progress employees will be identical, as to those provisions applicable to Weston, to the agreement between Canadian Pacific Railway and the CAW except for pensions and other items which the parties may mutually agree to.
- It is the intent of the parties to avoid a situation where one group of Weston employees (Progress or CPR) is involved in a strike or lockout while the other continues to work.
- This Agreement between Canadian Pacific Railway, Progress and the CAW will be appended to both the CA's between CPR and the CAW and Progress and the CAW, but it is expressly agreed that the termination date of this tripartite agreement will extend beyond the duration of the CA's and throughout the life of the Progress-CPR arrangement, and beyond wherever the meaning of the clauses of this agreement so dictates. During that period, no change may be made to this agreement without the freely given mutual consent of all three parties, nor may any proposal for change be pressed to the point of impasse.
- In regards to Progress work and Progress employees, Progress agrees to recognize the CAW as the sole bargaining agent either on a voluntary basis or by joining the CAW in an application to the CIRB.
- CPR, Progress and the CAW agree that for the purposes of Collective Bargaining for the duration of this agreement between CPR and Progress, CPR will bargain all main issues relating to the Progress CA at the main table in bargaining CPR and the CAW.
- For purposes of clarity the intention of the parties is to have a common main bargaining table to ensure joint bargaining and identical expiry dates.
- In the event of any strike or lockout involving CPR/CAW and the Weston Shops, no Progress employee will be required nor permitted to perform any work whatsoever in connection with CPR work as defined above, nor will any Progress employee be subject to any form of discipline, threat, or legal action in respect of refusing to perform such work, nor will the CAW be subject to any penalties or legal action or

threat of legal action of any kind in such regard. The same applies, *mutatis mutandis*, in the event of any strike or lockout involving Progress/CAW and the Weston Shops.

- All three parties agree that there will be no issues relating specifically to Progress work or Progress employees advanced by any of the parties to the point of creating an impasse between the CAW and CPR. Any such issue not resolvable without resort to strike or lockout will be deemed dropped from the main bargaining table.
- In Collective Bargaining CPR will have the final say for CPR and Progress on any issues being addressed at the joint main bargaining table either relating to the Weston Shops or to any of CPR's other operations.
- This Agreement does not preclude the parties from mutually agreeing to changes relating to Weston Shops or to changes to this Agreement.

4. MERF/HDM/Skilled Trades

CPR undertakes to arrange with Progress that the Weston facility can be made available for training of Heavy Duty Equipment Mechanics and Metal Fabricators under the skilled trades program.

5. Employment Assurance

The CPR/Progress Agreement will not alter the fact that CPR employees represented by CAW, whether those currently at Weston or who may be staffed into Weston in the future, will remain employees of CPR, members of the CPR CAW bargaining unit, and governed at all times by the collective agreement between CPR and the CAW.

6. Staffing (Flexibility)

Notwithstanding anything in Rule 23 of the Collective Agreement and Article 4.12 of the Job Security Agreement, Progress and the CAW shall cooperate to streamline and expedite the staffing of all positions at Weston, both existing and newly created, to meet Progress's operational needs at Weston by canvassing the membership on an ad hoc basis with the objective of reaching selection decisions within 24 hours while ensuring that senior employees rights are respected.

7. Progress Work

CPR employees will not acquire any rights (within the meaning of Rule 53) to 3rd party work or any other new work brought in by Progress.

Nothing arising from the CPR/Progress Agreement will alter the terms of Rule 53 nor diminish or increase the right or a obligation of either party specifically except as agreed to between CPR and CAW.

8. Electronic Mail

CPR assures the CAW that access to CPR's internal email system will continue for representatives at Weston on the same basis as its other facilities.

9. Dispute Procedure

In the event that any party considers that another party is failing to with any provision of this agreement, that party may contact the other party or parties, within 28 days of such situation arising, in an effort to resolve the problem.

Should the dispute remain unresolved, any party may refer the matter to a single arbitrator, chosen by mutual agreement of the parties to the dispute, or failing such agreement, as appointed by the Minister of Labour, for the final and binding determination. The associated costs and fees will be borne equally by the parties to the dispute.

Signed on the 29th day of March, 2000

For the CPR

(Signed) S. Samosinski

For the Union

(Signed) D. Cross

For Progress Rail Transcanada Corporation

(Signed) J. Smallwood

APPENDIX 43

File: Potential sale/lease of the Ogden Facility

March 12th, 2001

Mr. Tom Murphy
President, Local 101
Rail Division, CAW/TCA

Dear Tom:

During negotiations the Union raised concerns in regards to the potential sale/lease of the Ogden Facility. Specifically the Union requested that the parties must address the Ogden issue as it did in the case of the Weston Facility.

The Company responded by stating that it was premature to enter into a tri-party agreement for Ogden. However, to address the Union's concerns regarding Ogden the Company will make the following assurances based on the arrangement that is currently contemplated for Ogden.

- a) Canadian Pacific Railway guarantees that it's expected arrangement with Ogden will not diminish or increase the rights and obligations of Canadian Pacific Railway or CAW as provided for in the Collective Agreement and Job Security Agreement between the parties.
- b) CPR assures the CAW that the expected Ogden deal will not be a vehicle for losing or diminishing capacity at Ogden.
- c) Canadian Pacific Railway guarantees subject to the parties rights and obligations under the Collective Agreement in force at the time, that if and when the expected arrangement for Ogden terminates, in whole or in part, then to the same extent, CPR will maintain or restore in full, as the case may be, its ability to perform with CPR bargaining unit employees, all the work being performed on CPR's behalf at Ogden at that time or as may be otherwise agreed to by the parties.
- d) Specifically, nothing in the deal contemplated for Ogden, nor in the fact of the third party fulfilling the terms of the supply agreement over a period of time, can be used at any time in the future (including anytime after the termination of the arrangement with the third party) to invoke an exception to the prohibition of contracting out under Rule 53, whether pursuant to 53.1 or 53.2 or otherwise.
- e) Further, CPR employees will not acquire any rights (within the meaning of Rule 53) to 3rd party work or any other new work brought in by the third party managing Ogden.

- f) Nothing arising from the CPR/Ogden Agreement will alter the terms of Rule 53 nor diminish or increase the right or a obligation of either party specifically except as agreed to between CPR and CAW.
- g) Throughout the term of the arrangement between CPR and the 3rd party, a sufficient number of CPR employees will be maintained at Ogden to perform CPR work, up to the proportion, normally and presently performed by CPR-CAW employees.
- h) Positions at Ogden up to and including the proportion required to do CPR work will be considered "CPR positions".
- i) In all respects, CPR employees at or outside Ogden will continue to enjoy the same seniority rights as at present. As examples, and without limiting the generality of the foregoing, all CPR positions at Ogden that would continue to be advertised outside Ogden at present, will continue to do so, as set out in Rule 23. Any employee currently entitled to displace at Ogden would still be able to do so, under the same circumstances as at present.
- j) CPR undertakes to arrange with the third party that the Ogden facility can be made available for training under the skilled trades program.

The Company agrees to arrange a meeting between the 3rd party and CAW to discuss all aspects of their plans regarding Ogden.

Sincerely,

(Signed) Steve Samosinski
Director, Labour Relations

APPENDIX 44

Alternate Shift Schedules

CALGARY, February 11, 2005

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This refers to our recent discussions at the bargaining table pertaining to Work, Family Balance issues pertaining to shift schedules.

The parties agreed to continue to jointly address these issues during the closed period. Specifically, within three months of ratification, the Company and CAW Representatives will develop a schedule to meet on a Facility by Facility basis in 2005, to investigate the feasibility of developing different shift schedules that may include eight (8), ten (10) or twelve (12) hour shifts or combination thereof, to allow more employees to have weekend rest days. It is understood that operational requirements and cost containment initiatives will be taken into account and a consensus of the CAW membership at each terminal will be required.

If the parties mutually agree that it is feasible, a Letter of Understanding between the Company & Union will be signed for each Terminal where this pilot will be implemented for a six (6) month trial basis. At the conclusion of the 6 month trial, the pilot project will be reviewed and either discontinued and reverted back to the original shifts or, if agreed, continued for another six months and reviewed again. It is understood that employees moving to the new shifts at the beginning of the trial period or moving back to their previous positions if the pilot is discontinued, will not involve the payment of punitive overtime rates as a result of moving to or from positions.

It is agreed that only two (2) Terminals will be set up as pilot projects. Additional terminals may be added by mutual agreement between the parties.

Yours truly,

(Signed) Len Wormsbecker
Manager, Labour Relations

I Concur: (Signed) Tom Murphy
President, Local 101

APPENDIX 45

SKILLED TRADES MODERNIZATION AGREEMENT

LINES OF DEMARCATION

In what follows, all types of work as set out shall be performed exclusively by employees in the respective trade:

It is understood that the Trades of Diesel Mechanic and Railcar Mechanic mentioned herein shall carry a Railway Certificate of Trade. All other Trades mentioned herein shall carry a Red Sealed Trades designation.

1. DIESEL MECHANIC

Maintains, overhauls, reconditions, disassembles, services, repairs, assembles, installs, adjusts, aligns rotating equipment, tests, documents and modifies components and systems on locomotives, and all track equipment generally recognized as Locomotive mechanics work. Maintains, services and repairs all mobile equipment and vehicles used in plant, yard and road service. Makes the evaluation of parts for reuse, repair or replacement. Works to blueprints, schematic drawings, service manual and other like information. Adapts to new methods, processes, material and equipment. Performs non-structural welding, (i.e. Tacking).

Diagnoses, inspects, troubleshoots, performs on-board diagnostics, adjusts, services, repairs, rebuilds, constructs, assembles, calibrates, installs, modifies and maintains all types of electrical and electronic high or low voltage circuitry systems and equipment (including all necessary wiring) on locomotives, cars and special track equipment. Services, tests and replaces all components used in electronic circuits. May plan and perform job layout. Works from blueprints, circuit diagrams, schematics and sketches. Uses hand tools and various electrical testing precision measuring instruments and machines. Adapts to new methods, processes, material and equipment.

Performs DSA duties as outlined in Appendix 5, Diesel Service Attendant in accordance with Appendix 49 Diesel Service Attendants and Labourers of the Collective Agreement.

2. INDUSTRIAL MECHANIC / MILLWRIGHT

Performs installation, general servicing modifications, maintenance and repairs necessary to keep shop machinery, machine tools, tools, stationary equipment, non-self-propelled mobile equipment, overhead cranes, exhaust and vacuum systems, material moving systems, pumps, hydraulics, motors and other plant equipment in efficient operating condition. The work includes diagnosing the cause of malfunctioning machines and other plant equipment and making necessary adjustments, repairs and as necessary making parts incidental to the work. Works to blueprints, schematic

drawings, service manual and other like information. Adapts to new methods, processes, material and equipment.

3. STEAMFITTER / PIPEFITTER / PLUMBER / GAS FITTER

Plans, lays out, fabricates, installs, repairs and maintains high and low pressure pipeline systems, steam, water, air, oil, acid, gas, solvents including all pressure systems, sewer piping, sprinkler and fire extinguishing systems, gas fitting and heating systems for plants and facilities. Installs, repairs and maintains pumps, valves, traps, waste and sewage plumbing systems as well as all associated piping and components for plants and facilities. Fabricates and manufactures all necessary piping and associated devices for plant maintenance. Has working knowledge of national and provincial safety codes relating to the trade. Works to blueprints, schematic drawings, service manual and other like information. Adapts to new methods, processes, material and equipment.

4. SHEET METAL WORKER

Plans, lays out, assembles, installs and services: ducting, spouting, fittings, cabinets, gutters, copings, flashing, supporting devices and integral equipment associated with the blow pipe, air pollution, heating, ventilating, air conditioning, roofing, cladding and siding for plants and facilities. Fabricates and manufactures all necessary sheet metal items and associated devices for plant maintenance. Has working knowledge of national and provincial safety codes relating to the trade. Works to blueprints, schematic drawings, service manual and other like information. Adapts to new methods, processes, materials and equipment.

5. RAILCAR MECHANIC

Maintains, overhauls, reconditions, disassembles, service, repairs, assembles, installs, adjust, test, documents and modifies components and systems on cars and all track equipment generally recognized as Railcar's Mechanics work Plans, lays out, fabricates, installs, modifies and repairs metal components, fittings and assemblies pertaining to cars, locomotives, equipment, buildings and facilities. Plans, lays out and sequences work operations and performs the related work necessary to perform structural or frame welding on cars, locomotives, equipment, buildings and facilities. Performs priming, preparing, painting and associated tasks on cars, locomotives, equipment, buildings and facilities. Works to blueprints, schematic drawings, service manual and other like information. Performs train inspection (ie: wrecking service) according to regulation and policies. Adapts to new methods, processes, materials and equipment.

6. MACHINIST

Programs, sets up and operates different major types of machine shop equipment including lathes, planners, milling, turning and boring machines. Lays out own work,

responsible for performing all machine operations necessary to complete assigned job, in the production of parts, fitting of parts, tools and components wherein they must operate mills, lathes, drill presses and shapers. Selects tools, speeds and feeds. Works from drawings, engineering orders, sketches or verbal instructions. Uses a wide variety of precision measuring instruments. Such as scales, micrometer, verniers, gauges, squares, indicators, etc. Plans work for the best sequence of operations. May operate any standard machine tool within their capabilities, including grinders. Uses shop mathematics. Works to blueprints, schematic drawings, Machinist's handbook and other like information. Knowledge of machine shop practice, feeds, tooling, working qualities of metals required. Adapts to new methods, processes, material and equipment.

7. MAINTENANCE ELECTRICIAN

Diagnoses, inspects, troubleshoots, performs diagnostics, adjusts, services, repairs, constructs, assembles, calibrates, installs, modifies and maintains all types of electrical and electronic high or low voltage circuitry systems and equipment (including all necessary wiring and conduit work) on buildings, lines, machinery. Services, tests and replaces components used in electronic circuits. May plan and perform job layout. Works from blueprints, circuit diagrams, schematics and sketches. Uses hand tools and various electrical testing precision measuring instruments and machines. Requires Provincial certification. Has working knowledge of Industrial Electronics and National Codes. Adapts to new methods, processes, material and equipment.

TRADES MODERNIZATION EXPLANATORY LETTER

The following points mutually address various questions which arose in the course of finalizing the Trades Modernization negotiations.

A. Clarifications in Connection With The Trades Job Descriptions

The Diesel Mechanic and Electric Motor System Technician classifications (Locomotive Electrician) will be combined into the classification of Diesel Mechanic.

Also, it was agreed that any "integrated work assignments" whereby work previously performed by railway electricians (now Diesel Mechanics) is now performed by other trades, would not require a Diesel Mechanic to be assigned. In addition and in general, all "integrated work assignments" previously negotiated or arbitrated shall require no more than a single trade each for their performance.

RAILCAR MECHANIC

In cases of need in one of the locomotive or car sides, a Railcar Mechanic from the other side could be assigned, if available.

AAR welding certification, not less than the standard, as it exists, as of the signing of the Collective Agreement will be compulsory for all members of this trade. The Company will assist any Railcar Mechanic in obtaining a Red Sealed Welding Certificate through the Company Tuition Reimbursement Program as it exists as of the signing of this Collective Agreement.)

The establishment of this Trade is not meant to prohibit other trades from performing non-structural welding, minor painting work, or woodwork in the course of performing the usual work of their trades, where such welding, painting, or woodwork falls within their curricula and normal work practices.

Machinist

Where there is insufficient work at a facility to justify the full-time use of a Machinist or Industrial Mechanic/Millwright to operate a wheel-truing machine, a Diesel Mechanic may be used.

In the Job Description, the words, "Parts, Tools, Components" shall also include wheels, axles, rails, frogs, switch points, etc.

Pipefitters and Sheet Metal Workers

Where there is insufficient plant maintenance work to fully utilize the above trades, they may be additionally assigned to fabricate and manufacture items for use on locomotives and cars and other similar duties as per the skills and job functions inherent in their trades.

Where employees currently classified as Pipefitters or Sheet Metal Workers are re-deployed as Railcar Mechanics or Diesel Mechanics, and where Pipefitter or Sheet Metal Workers' work (as per the new trade descriptions) expands in quantity, such employees will have prior rights to perform the respective work of their former trade (seniority to govern).

Blacksmiths

Employees currently classified as blacksmiths will be re-classified as Railcar Mechanics. To the extent that blacksmith work (forge, furnace, etc.) continues to exist or may be re-established in the future, employees currently classified as blacksmiths will have the right, by seniority and qualifications, to claim such work.

B. Other Bargaining Units and Contracting-Out

Nothing in this agreement is intended to either expand or diminish the scope of work of this bargaining unit in relation to other bargaining units, non-bargaining units or outside

contractors.

Likewise, it is not intended that, through implementation of this agreement, shopcraft Journeymen/journeywomen should lose the skills required for any of the work presently and normally performed by them. Should this happen in respect of any such work in the future, the parties would ensure that necessary measures are taken to provide the required skills through upgrading, rather than citing the lack of such skills as justification to remove the work from the bargaining unit.

C. Transitional Period

"Natural flow" is defined as follows:

MACHINISTS to: Diesel Mechanic; Industrial Mechanic/Millwright.

CARMEN to: Railcar Mechanic.

Note: There are circumstances whereby Carmen positions may become Diesel Mechanics in locomotive shops.

ELECTRICIANS to: Diesel Mechanic.

BLACKSMITHS to: Railcar Mechanics

BOILERMAKERS to: Railcar Mechanic; Diesel Mechanic.

PIPEFITTERS to: Pipefitter; Railcar Mechanic; Diesel Mechanic.

SHEET METAL WORKERS to: Sheet Metal Worker; Railcar Mechanic; Diesel Mechanic.

NOTE: The above "flow" is intended as a general guideline only. The Skilled Trades Committee may make any necessary adjustments in assessing individual cases.

1. All training of existing Diesel Mechanics to learn additional electrical duties and all training of existing Electric Motor System Technicians (Locomotive Electricians) to learn mechanical duties shall be completed as quickly and safely as possible. All existing Diesel Mechanics and Electric Motor System Technicians (Locomotive Electricians) will be required to take this training. The Company and the Union will make their best efforts to assist employees to qualify with respect to the additional duties. Any difficulties experienced will be dealt with by the Union and the Company on a case by case basis. The target for the completion of this training is 18 months, following the ratification of the Memorandum of Settlement.

If, through circumstance, all training has not been completed within the stated timetable, the parties will meet without delay and establish new timelines to accomplish such. The expiration of any timeframe or deadline does not remove the obligation of the parties to ensure the individual training takes place.

2. Employees, who have changed trades or additional work has been added to their Trade will only be assigned to perform such the new work if qualified to perform such work safely.

D. Seniority

1. No employee currently in service shall lose their employment, seniority rights, rate of pay, future increases, benefits, nor be disqualified from any position as a result of the implementation of the Modernization process.
2. Employees in their new modernized trade who are displaced, or whose positions are abolished, will displace junior employees within their modernized trade in accordance with the usual rules and the new trade's seniority list. If unable to hold within their trade, to avoid either layoff or the requirement to relocate, they may displace junior employees within their craft of origin, in accordance with the old craft seniority list, regardless of which position or trade such junior employees are now employed.
3. Employees who have entered a new modernized trade may, in addition to any other procedures as may be set out herein, return to their trade of origin under the following specific conditions;

(a) A permanent vacancy arises in the employee's trade of origin (e.g. Sheet Metal worker) which cannot be filled through laid-off members of the trade in question or fully qualified tradespersons, in other words, a vacancy which would normally lead to a hiring situation, and

(b) The employee in question chooses voluntarily to abandon his/her active position in their new trade (e.g. Railcar Mechanic) and return to their trade of origin (e.g. Sheet Metal Worker). In this circumstance, the employee would return with full accumulated seniority (as a Sheet Metal Worker), but would forfeit any seniority standing in the new trade (Railcar Mechanic).

Note: Such an employee returning to the trade of origin will be placed at the bottom of the list for any future certification training or apprenticeship in that trade.

It is understood that the above does not apply where, through staff reductions or otherwise, employees are unable to hold work in their new trade. In the latter event, the provisions of Article D.2 above shall apply.

4. In workplaces where the trades of Machinist, Pipefitter, Sheet Metal Worker and/or Industrial Mechanic/Millwright presently exist, they shall perform their work as outlined in Appendix 45. Where these trades have been diminished to the extent that employees have nowhere on the Basic Seniority Territory to displace they shall be allowed to displace into one of the other designated trades in accordance with Appendix 45 and the natural flow chart defined therein. This would apply, equally, for Diesel Mechanics and Industrial Mechanic/Millwrights on those respective territories.
5. All new hires must enter one of the new trades as a Railway Certified or Certified tradesman/tradeswoman, or as an apprentice or as a Trainee, as per Appendix B of the January 26, 2008 Memorandum of Settlement. Such employees will not be permitted to flow to another trade

E. Miscellaneous:

1. The wages and benefits of employees attending in house training shall be borne by the Company. Employees attending apprenticeship training outside of the Company will be laid off for the duration of such classroom training, unless otherwise agreed to by the Company and the Union. For the first two years of their apprenticeship, the Company will provide a wage top up for each week laid off for classroom training, an amount, that when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80% of his basic weekly rate at the time of layoff. Apprentices attending apprenticeship training outside of the Company, shall have their benefits maintained while attending such outside training.
2. Current employees with Employment Security protection who are considered qualified in one of the present identified trades may elect, in the event of loss of their permanent position, to receive training to the point of qualification in a portable trade, through Option four of Article 7B.1 of the Job Security Agreement.
3. Those employees already in the process of challenging or are being upgraded (in course as of the date of ratification) with the view of challenging the qualification for a chosen trade under the previous agreement shall be allowed to complete the process.
4. Any apprentices who have been hired and are in the process of qualifying in the former trades in question shall be transferred to the respective replacement railway trade and continue their apprenticeship. They shall be given credit for all time served in the initial trade.
5. The Company and the Union agree to meet to resolve any problems which may arise with respect to Apprentice Training Programs and/or any other training

Program designed for the Trades including training for the Machinist, Industrial Mechanic/Mill Right, Pipefitter, Sheet metal worker and Maintenance Electrician trades which continue to carry a Red Seal designation.

6. The Union Co-Chairperson of the Skilled Trades /Modernization Committee shall work full time with the Skilled Trades/ Modernization Process
7. The provisions of this Appendix, where in conflict with existing provisions of the collective agreement, will supersede such provisions.

APPENDIX 46

Progress Proportion

Toronto, January 26, 2008

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir,

During the 2007/2008 round of negotiations the union raised the issue of the "proportion" of CPR work versus Progress work in Appendix 42.

To clarify the issue it was agreed that at the beginning of each year the "proportion" issue will be reviewed based on a Revenue Methodology basis for work performed by Progress for CP and third parties.

This is not intended to limit the Union's right to dispute work which it considers to be work presently and normally performed by CPR employees.

Work on the following assets is viewed as "CP" work to be performed by CAW represented employees:

1. CP owned and/or marked cars and government hopper (CP) cars
2. CP locomotives that are CP marked that are assigned to Canada
3. CP Component work

Work on the following assets is NOT viewed as CAW work. They are considered to be viewed as third party work (Progress work):

1. Foreign, SOO and D&H cars
2. CP locomotives that are US assigned
3. All third party work

Other work will be reviewed, in good faith, on an item by item basis by the Company, Progress and the Vice-President of the Union.

The Company, Progress and the Vice-President of Union, will meet by February 28th of each year to review the "proportion" calculation.

The proportion calculation will be determined by reviewing each major work area to determine the overall proportion of CP work. Currently the major work areas are: Metal Fabrication, Track, Wheel, Axle and Bearing. The following charts represents how the proportion of Progress Rail revenue for CP work in each work area is used to calculate the target CP employees vs. Progress Employees:

2005 - 2007					
Work Areas	% CP Revenue	% Non-CP Revenue	Number of Employees in each work area	Target CP Employees	Target Progress Employees
Metal Fab	59%	41%	115	67	48
Track	96%	4%	46	44	2
Wheel	94%	6%	66	62	4
Axle	0%	100%	10	0	10
Bearing	100%	0%	18	18	0
Total			255	192	63
Ratio				75%	25%

	CP	Progress
Current Employees	172	83
Target Employees	192	63
Difference	-20	20

As of the ratification of the Collective Agreement, the proportion has been calculated to be 75% CP work 25% Progress Rail work.

The proportion will be adjusted annually in accordance with Appendix 42, through new hires. The proportion for the next year will be based on the last three years average

proportion. If there are more Progress employees than CP employees based on the proportion calculation, then the next set of hiring will be CP employees. If the converse is true, then the next set of hiring will be Progress employees. Layoffs or the transfer of employees will not occur to adjust the proportion.

Notwithstanding this, process, there will be a one time adjustment of CP Employees vs Progress Employees to recognize the deficiency of CP Employees to Progress Employees from those employed in 2000. In this regard, effective the first of the month following ratification, up to 20 Progress employees will be eligible to be transferred to CPR employment rolls with full seniority and service for the purpose of Annual Vacation and entitlement to Benefits. These employees hired by CPR will not be entitled to retroactive pension service/benefits, nor will they be eligible to any pension buy-back agreed to between CP and the CAW. Service under the Job Security Agreement for Progress employees will be the date of hire as CP employees. These opportunities will be offered in seniority order to active Progress Rail TransCanada Corp Employees.

CPR assures that this Letter of Understanding will not be used as a vehicle for diminishing capacity or CP employees at Weston.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I concur:

(Sgd.) Tom Murphy
Tom Murphy, President
CAW Local 101

(Sgd.) Rob Wolsey
Rob Wolsey
Progress Rail TransCanada Corp

APPENDIX 47

Establishing an Employee Paid LTD Plan

CALGARY, February 11, 2005

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

This will confirm that the Company is prepared to review the feasibility of establishing an employee LTD Plan. Elimination of the Pension Disability provision will reduce CAW represented employee Pension Contributions by 1.08%.

The parties agreed to further discuss this issue during the closed period.

Yours truly,

(Signed) Paul Wajda

Director, Labour Relations

APPENDIX 48

Mutual Benefits Opportunities Program

The Parties undertake to review the MBOP Program Design during the closed period. However, the existing Program as outlined below will remain in effect in the interim:

REVISED MUTUAL BENEFITS OPPORTUNITY PROGRAM FOR CAW-REPRESENTED EMPLOYEES OF CANADIAN PACIFIC RAILWAY

The purpose of the Revised MBOP Program is to provide a means for CAW-represented employees to contribute positive ideas, feedback, and action to improve both their own work environment and the Company's ability to meet the needs of our customers. Cost savings resulting from the program will be shared between the Company and employees participating in the Program.

MBOP Program is...

- Working differently
- Sharing ideas on how to meet targets
- Being rewarded for improved performance

MBOP Program is NOT...

- Working longer hours
- Reducing the quality of work
- Cutting corners or working less safely
- Reducing jobs
- Profit sharing
- A replacement for general wage increases
- An automatic or guaranteed bonus

What does the Program mean to CPR?

It means achieving safety, service and cost reduction / increased revenue goals that improve the company's competitive position

What does the Program mean to employees?

It means being rewarded, through ideas and effort, for playing an active role in the continuing success of the company.

Some key features of the Revised MBOP Program are:

- The national committee will have equal representation of Company and Union officers.
- Objectives will be developed by local MBOP Program committees. Each local committee will consist of no more than two unionized employees and two CPR managers. Should it be felt that local circumstances require the participation of more than two unionized employees on a local committee, the matter shall be reviewed by the President, CAW Local 101 and the respective General Manager Operations (Mechanical). CAW local committee representatives will be selected by the union.
- Local objectives will fall under three key areas of focus:
 - Safety
 - Service
 - Cost Reduction / Increased AAR and Third Party Revenue
- Objectives and baselines must:
 - Be consistent with the CAW collective agreement
 - Have positive financial impact to the business
 - Be controllable by employees/have good line of sight
 - Be impacted by CAW-represented employees within a facility
 - Be measurable
 - Not have adverse impacts on other areas of the business
 - Objectives and baselines will be set for each facility for each program year.
 - Be approved by the appropriate senior union and company representatives.
- Each Service Area Manager and Local Chair shall be responsible for the implementation of the MBOP in his/her Terminal.
- Each Local MBOP committee will produce a quarterly progress report and forward such to the Steering Committee.
- CAW-represented employees will receive a maximum payout of 5 per cent of annual eligible earnings (regular straight time earnings plus shift differential as applicable) based on program performance. The payout will be equally distributed among the members of local 101 at CP, Alstom and Progress.
- The payout for attaining each objective will either be a specific predetermined percentage of eligible annual earnings, or it will be based on a 60/40 (company/employees) split of the related savings.
- Pro-rated payouts may be earned for improvements made that fall short of established targets.
- The program year is January 01 to December 31 of each year. For all program years, payouts will occur by the end of the first quarter of the following year.
- Assistance on program development will be provided to each local committee.

DESIGN FEATURES

These program design features are guidelines established to govern the Revised MBOP Program.

A) Program Administration

MBOP Steering Committee is responsible for administration of the program.

B) Responsibilities of the Local Committees:

- Meet as required, without loss of earnings to Committee members, to develop and monitor the Local MBOP.
 - Work with others to develop and finalize objectives
 - Monitor performance and track savings
 - Communicate all aspects of the MBOP program
 - Provide regular feedback to employees on progress
 - Provide employees with opportunities to be involved and share ideas
 - Develop ideas to make improvements on existing objectives
 - Work with employees to make a difference
 - Improve work processes
 - Identify and remove barriers to improvement
 - Share best practices

C) Implementing the program:

Step One - Communicate the objectives to employees

For example, one of the objectives set for the program this year is a “Responsible Use, Reduce and Recycle” Objective. The goal, its measures and details should be clearly explained to all employees.

Step Two - Encourage employees to offer ideas to obtain the goals. Provide an easy way for these suggestions to be made.

For example, organize a brainstorming meeting. The Local Committee may decide to schedule a brainstorming session with a group of employees to discuss how the objective can be reached. One employee suggests that instead of using a new pair of work gloves every day, a pair could be used for two days.

Step Three - Review, discuss and implement these suggestions with employees.

The Local Committee and employees discuss how practical it would be to use a pair of gloves for two days instead of one, and how this minor change could impact the MBOP objective. They decide to adopt the suggestion as a new “best practice”. Each employee simply puts aside his gloves at the end of every other day for re-use the next day, thereby reducing the cost of gloves by 50%. As new suggestions are discussed and implemented, shared gains increase.

Step Four - Track performance to determine savings/payouts and continue to supply feedback and obtain ideas from employees.

Ongoing - Promote the program! The MBOP Program requires continuous involvement and participation in order to be successful.

D) Eligibility

- CAW represented employees at a facility are eligible to participate in the Program.
- Newly hired CAW - represented employees at a facility are eligible from their date of hire.
- An eligible employee who leaves employment with CPR before the end of the program period, either voluntarily or who is dismissed for cause, will not be eligible for a payout.
- An eligible employee who dies while in active service, has accepted a benefit package to voluntarily leave employment, or who retires during the program period is eligible on a pro-rated basis for time worked.
- An eligible employee who leaves the bargaining unit for any length of time (for example, an employee on temporary promotion) is eligible for a payout only for the time spent performing service in a CAW represented position.
- Periods on Employment Security (ES), Leave of Absence (LOA) and Supplementary Unemployment Benefits (SUB) will not be given credit for time off work when prorating program payouts. WCB and/or WIB benefits will be considered as eligible earnings for the purpose of this program.

E) Payout Calculation

- Payouts can be made regardless of the overall financial performance of CPR. That is, even if Canadian Pacific Railway does not reach corporate goals (such as operating ratio target), payouts will be made based on the performance of program objectives.

- Lump sum payouts will be a percentage of the individual employee's annual eligible earnings (which include regular time only), up to maximum of 5%.
- The calculation and awarding of payouts will be based on all facilities. Payout calculations will be subject to regular review / audit by the company
- Final results will be required from each facility before January 31 of the year following the program in order for payouts to occur by the end of the first quarter.
- Effective January 1, 2004, MBOP payments will be included in pensionable earnings. Such payments will be included in the calculation of highest plan earnings for the purposes of determining benefits in respect of post January 1, 2004 pensionable service.

F) Frequency of Payouts

- Lump sum payouts will be provided prior to the end of the 1st quarter following the end of a program year. Lump sum payouts will be made by direct deposit, with any deduction as required by law

APPENDIX 49

DIESEL SERVICE ATTENDANTS and LABOURERS

The following shall apply at running shops and points only:

- 1) Where identified, all Labourers at running points will be afforded the opportunity, on a voluntary basis, of entering a Diesel Mechanic Apprentice Program or receiving Diesel Service Attendant training in order to be reclassified as Diesel Service Attendant as soon as is practicable. Once certified, such Labourers may be assigned to perform Diesel Service Attendant duties as required, including where overtime would otherwise now be required of Diesel Service Attendants. Such Labourers shall receive an additional ten (10) cent per hour increase of pay and from here on be referred to as Certified Diesel Service Attendant Labourers.
- 2) Where identified, Labourers who currently hold Engine Attendant Certification will be deemed and paid as Certified Diesel Service Attendant Labourers, when qualified.
- 3) Running a locomotive directly in or out of a Facility, without the need for switching, will not come within the scope of Rule 11.
- 4) The Certified Diesel Service Attendant Labourer rate of pay is only applicable at running points where Labourers performing Diesel Service Attendant duties are currently used to move locomotives.
- 5) The above is not intended to assign Certified Diesel Service Attendant Labourers to perform Diesel Service Attendant duties when Labourers performing Diesel Service Attendant duties are immediately available.

Large Terminals

- All Engine Attendant, Engine Attendant Red Circled Helper positions and Labourer positions (currently assigned to a service island or servicing Run Thru trains) to become Diesel Service Attendant Positions.
- All Engine Attendants be canvassed with respect to entering a Locomotive Diesel Mechanic Apprentice Program.
 - All identified apprentices will be managed through the apprenticeship program in consideration of operational requirements.
 - Rate of pay while in the Apprentice Program will be the Diesel Service Attendant rate of pay in accordance with Rule 31.16.
- Engine Attendants not choosing to become apprentices will be “Red Circled Diesel Service Attendant”.

- Shall retain Labourer Seniority.
- Shall be treated as “Trainee Diesel Mechanics” and shall be trained by a qualified Diesel Mechanic to perform Diesel Service Attendant duties.
- Once qualified to perform Diesel Service Attendant duties, will be required to train others.
- Once qualified to perform Diesel Service Attendant duties, employee’s current rate of pay would be increased by \$0.90 per hour.
- Current Certified Engine Attendant Labourers will be canvassed once to receive Diesel Service Attendant training in order to be reclassified as Certified Diesel Service Attendant Labourers.
- “Red Circled Diesel Service Attendant” and Certified Diesel Service Attendant Labourers will not perform Diesel Service Attendant duties on locomotives inside the shop that were not performed previously by Engine Attendants or Labourers.
- Initially, Diesel Mechanics will be maintained on the Service Island to train Engine Attendants to perform Diesel Service Attendant duties. Once a sufficient number of Engine Attendants are trained and qualified, the Diesel Mechanic may be redeployed into the shop.
- Diesel Mechanics will receive STOC training and qualification and may be assigned to move locomotives within the shop and terminal area.
- Former Engine Attendants and Labourers will have first right to fill Diesel Service Attendant vacancies. If no applications are received from existing employees with labourer seniority, such position will be regarded as a Diesel Mechanic position and filled according to the Collective Agreement.
 - All Labourers will be canvassed with respect to entering a Diesel Mechanic Apprentice Program or receiving Diesel Service Attendant training in order to be reclassified as a Certified Diesel Service Attendant Labourer.
 - Temporary vacancies will continue to be filled as they are today. Specifically, Certified Diesel Service Attendant Labourers available on a shift may be used to fill Diesel Service Attendant vacancies. Longer term Temporary vacancies filled as per Appendix 50.

Small Terminals (For example, Sudbury, Galt/Milton, Windsor, Chapleau, Brandon, Swift Current, Sutherland, Edmonton, Lethbridge, Golden and Cranbrook)

- At locations where Diesel Maintainers are employed, they will train existing Engine Attendants to Diesel Service Attendant qualifications.
- Diesel Service Attendants will be canvassed prior to hiring Diesel Mechanic Apprentices at a later date at a larger center. Will receive credit (hours to be determined) for Diesel Service Attendant training received earlier.
- Future vacancies (Diesel Service Attendant) will be considered as Diesel Mechanic vacancies. If not filled by a qualified Diesel Mechanic, will be trained to Diesel Service Attendant qualifications at the location. Employee filling this position under these circumstances will have the ability to go to a larger center when we are hiring apprentices at a later date and will receive credit (hours to be determined) for Diesel Service Attendant training received earlier.
- Future Diesel Maintainer vacancies will be considered as Diesel Mechanic vacancies.

Diesel Service Attendant, Questions, Answers pertaining to filling vacancies.

Q1: A Diesel Mechanic assigned to the service island retires and a permanent vacancy now exists. How is the position filled?

A: Bulletined to Diesel Mechanic at the Terminal, BST, Region, or rotate apprentice. If not filled, bulletin to Labourers.

Q2: A Diesel Mechanic assigned to the service island goes off on illness for an undetermined period of time, creating a temporary vacancy. How is the position filled?

A: In application of Rule 23.12, fill the position in the following order: A Diesel Mechanic from the shop or other work areas, utilize Certified Diesel Service Attendant Labourer available on shift, or force the junior Diesel Mechanic.

Q3. Who has the right to fill in the event a “Red Circled” Diesel Service Attendant assigned to the service island goes off on illness for an undetermined period of time, creating a temporary vacancy?

A: A “Red Circled” Diesel Service Attendant under 23.12, or if not filled, a Certified Diesel Service Attendant Labourer on a senior may, junior must basis. If none are available, a Diesel Mechanic from shop or other work area.

Q4. A Diesel Mechanic Apprentice on the Service Island leaves the services of the Company, creating a permanent vacancy?

A: First, have the Trades Committee decide whether to rotate another apprentice from the shop into vacancy in the short term, and ultimately bulletining to either “Red Circled” Diesel Service Attendant and Certified Diesel Service Attendant Labourers or Diesel Mechanics depending on which group the position belongs to.

Q5. A “Red Circled” Diesel Service Attendant assigned to the service island retires and a permanent vacancy now exists. How is the position filled?

A: Bulletined to Labourers at the Terminal, BST, Region. If not filled the position now belongs to Diesel Mechanics and is bulletined as Diesel Mechanic at the Terminal, BST, Region.

Q6. How does seniority work in respect to a lay-off?

Example: 6 positions are on the Service Island consisting of 3 Diesel Mechanics and 3 “Red Circled” Diesel Service Attendant. The Company initiates a reduction of 3 positions. The most junior employees consist of 2 Diesel Mechanics and 1 “Red Circled” Diesel Service Attendant.

A: The Mechanics exercise their seniority to displace other junior Diesel Mechanics in shop or other work areas, who would then be laid off. If the junior Diesel Mechanic previously came from the labourers ranks, they may displace first into a “Red Circled” Diesel Service Attendant position and if unable into a labourers position, using their former labourers seniority.

The affected “Red Circled” Diesel Service Attendant using his/her Labourers seniority date would displace other junior “Red Circled” Diesel Service Attendants. If none are available, displace a junior labourer. The employee falling out of the bottom would be laid off.

Note in this example, should benefit packages be available as a result of the reductions, two benefit packages would be available to Diesel Mechanics and one benefit package would be available to Labourers.

***“Red Circled” Diesel Service Attendant and labourers will not lose their rights to exercise on the BST or Region to hold work.

APPENDIX 50

EMPLOYEES ON LEAVE OF ABSENCE

Mr. D. Cross
President, Local 101
Rail Division, CAW-TCA Canada

Employees on authorized leave of absence from work for any reason (union leave, illness or injury, maternity leave, etc.) shall be considered as continuing to be the designated occupant of the last permanent position which they held prior to commencing their leave.

Should the Company decide that such vacant position should be filled during the absence of the designated occupant, the employee so assigned shall be considered as temporarily assigned. In advertising such position, candidates will be specifically advised that they will occupy the position on a temporary basis, in anticipation of the return of the designated occupant.

The absent employee, upon return to work, may return to the originally held position or to any other position that may be available in accordance with the provisions of Rules 23.12 or 23.27, as the case may be. In the former event, that employee (if any) temporarily filling the absent employee's position shall in turn revert to his or her prior status.

In the event that the absent employee's position is abolished prior to the employee's return to work, and in the further event that the employee has insufficient seniority to hold a permanent position within the respective seniority classification at the home location, the returning employee shall be entitled to the benefits, rights and obligations of the Job Security Agreement as if the employee's position had been abolished, or the employee had been displaced, on the date of the return to work. The reason for the employee's inability to hold work, and the expected duration thereof, will determine which entitlements of the Job Security Agreement will be applicable. In any event, the employee shall be provided with sufficient time and information to choose among those options that are available under the collective agreement and the Job Security Agreement.

The intent of the provisions is to ensure that employees on authorized leave do not suffer any loss of job preference, security of employment or other benefits conferred by the collective agreement or Job Security Agreement by sole reason of the employees having been absent at certain material times; and that the employer is not put to any undue hardship on that same basis.

(Signed) S. Samosinski
Director, Labour Relations
September 8, 1998

APPENDIX 51

Weekend Worker

TORONTO, January 26, 2008

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

The parties are willing to consider an innovative arrangement that contemplates a form of transition from full time employment to full time retirement, with opportunities to work Saturdays and Sundays or other innovative solutions.

Any concluded Retirement Transition Work Arrangement agreements would be based on location specific needs and would be subject to ratification by the affected employee population at the location such an agreement is contemplated. Any Retirement Transition Work Arrangement agreements must be signed by the Regional Vice-President of the Union and the proper officer of the Company.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

APPENDIX 52

Trades Helper

TORONTO, January 26, 2008

Mr. Tom Murphy
President, Local 101
Rail Division, CAW-TCA Canada
207-1st Avenue S
Langdon, Alberta
T0J 1X1

Dear Mr. Murphy:

This is in regard to my letter dated October 1, 2007 concerning the Company's notice that as of the date of the expiration of the current Collective Agreement (December 31, 2007), the Company will no longer recognize any policy, precedent or past practice that contradicts, violates, amends or alters the language currently contained in Rule 52 of the Collective Agreement pertaining to Trades Helpers' work.

This will serve to advise that the Company has rescinded this letter with the understanding that the existing applications of the Trades Helpers rules and practices will continue.

The parties also agree that Rule 52.12B of the Collective Agreement will be deleted. Trades Helpers that have previously been set up as Machinists under this Rule will be considered as Machinist Trainees. Upon completing four years, consisting of a total of 1044 days of cumulative compensated service in the Trainees classification and successfully passing all qualification tests such employees will be placed on the Machinist permanent seniority list at the point at which he was promoted, with a date four years retroactive from the date of such completion and shall have his name removed from the Trades Helper seniority list. Time off duty on account of bona fide illness and/or injury shall not be deducted from the accumulation of time for the purpose of establishing the employee's seniority date. However, all time lost shall be made up as training prior to the employee being allowed to establish fully qualified Machinist status. All time previously spent when set up as a Machinist under this Rule shall count toward the 1044 days of cumulative compensated service. Employees unable to successfully pass all qualification tests or who are laid off prior to completing the 1044 days of cumulative compensated service will revert to their former position of Trades Helper.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I Concur:

(Sgd.) Tom Murphy
Tom Murphy, President,
CAW Local 101

APPENDIX 53

Application of Item 4.8.3 of the Disability Benefit Plan

TORONTO, January 26, 2008

Mr. Tom Murphy
President, Local 101
Rail Division, CAW-TCA Canada
207-1st Avenue S
Langdon, Alberta
T0J 1X1

Dear Mr. Murphy:

This is in regard to our discussions concerning item 4.8.3 of the Disability Benefit Plan and the Union's concerns over the Service Organization's ability to designate a Doctor to examine an employee in respect of whom a claim is being made.

Where an employee has expressed concerns with the selection of an independent medical practitioner as per Item 4.8.3 of the Disability Benefit Plan, the parties agree to the following procedure:

The Union and the Company and/or Service Organization will jointly decide on an independent physician to conduct the independent medical examination. The criteria for this decision will be based on the information required, the medical specialty of the field and the proximity of the office of the medical practitioner to the employee. Also, in the case where there is a dispute between OHS and the individual's doctor, the Company and the individual's doctor will jointly decide on an independent physician to conduct an independent medical examination.

The continuation of benefits during this timeframe will be reviewed on a case by case basis by the Director of Labour Relations.

Should the foregoing accurately reflect your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,
(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I Concur:
(Sgd.) Tom Murphy
Tom Murphy, President,
CAW Local 101

APPENDIX 54

Servicing Waste Retention Devices on Locomotives

TORONTO, January 26, 2008

Mr. Tom Murphy
President, Local 101
Rail Division, CAW-TCA Canada
207-1st Avenue S
Langdon, Alberta
T0J 1X1

Dear Mr. Murphy:

This is in regard to our discussions during bargaining concerning complaints by Tradesmen/Tradeswomen being required, as part of their duties to service Waste Retention Devices (WRD) on Locomotives.

Historically, the work of servicing WRDs on Locomotives has been performed by those now working as Diesel Service Attendants.

It was agreed by the parties that when a Diesel Mechanic is paired with a Diesel Service Attendant, the work of servicing WRDs on Locomotives shall be performed by the Diesel Service Attendant. For example, when four employees are working on a shift on a Service Island, they are normally paired in work teams of two employees. One work team consists of a Diesel Mechanic and a DSA and the other work team consists of two Diesel Mechanics. If a locomotive on a consist that the DSA and Diesel Mechanic are servicing requires a WRD to be serviced, the DSA will be assigned to perform this servicing. If a locomotive on a consist that the two Diesel Mechanics are servicing requires a WRD to be serviced, the Diesel Mechanics will be required to service the WRD, notwithstanding that a DSA is working on that shift on the Service Island.

Where there are only Diesel Mechanics working on a Locomotive or consist they shall be responsible for the servicing of Locomotive Waste Retention Devices.

In no case will this delay the servicing of Locomotives.

Should the foregoing accurately reflect your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I Concur:

(Sgd.) Tom Murphy
Tom Murphy, President,
CAW Local 101

APPENDIX 55

Equalizing Overtime

TORONTO, January 26, 2008

Mr. Tom Murphy
President, Local 101
Rail Division, CAW-TCA Canada
207-1st Avenue S
Langdon, Alberta
T0J 1X1

Dear Mr. Murphy:

During this round of bargaining the parties discussed the feasibility of modifying the equalization of overtime rules to provide for adjustments to be made on a 12 month rolling basis.

It was agreed that equalizing overtime on a 12 month rolling basis will be developed.

In this regard the following principles will apply:

- Calling processes and procedures outlined in Rule 5.13 will continue to apply for 2008. These processes and procedures will also remain in effect subsequent to 2008 unless it is agreed to implement the 12 month rolling basis process.
- A record of all 2008 overtime hours will be captured by individual employee on a monthly basis.
- Commencing Jan 1 2009, each employees overtime hours will equal the hours worked in 2008. This will establish the overtime call list of senior employee with least amount of hours.
- The total hours will be maintained on a rolling 12 month basis, meaning: when the 13th month is completed the 1st month will be dropped and the remaining months will be used in the calculation of an individual's total overtime hours going forward.
- Overtime calling lists will be generated (frequency to be determined) and will be used to identify the proper individual to be called. The calculation of who will be called will be based on the existing hours in the system at the time the overtime call list is generated, for that two week period.

Prior to the end of 2008, the parties will meet and develop a new Rule to replace existing Rule 5.13 in keeping with the above principles.

Should the foregoing accurately reflect your understanding of this matter, please indicate your concurrence in the space provided below.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

I Concur:

(Sgd.) Tom Murphy
Tom Murphy, President,
CAW Local 101

APPENDIX 56

Hiring of Tradesmen/Tradeswomen

TORONTO, January 26, 2008

Mr. Tom Murphy
President, Local 101
Rail Division, CAW-TCA Canada
207-1st Avenue S
Langdon, Alberta
T0J 1X1

Dear Mr. Murphy:

During negotiations, the Union raised the issue of the Company hiring employees into the Trades without providing the Skilled Trades Committee the opportunity to review their credentials/qualifications. This will serve to confirm that the Company will provide the Skilled Trades Committee new hire qualifications information for their review.

Yours truly,

(Sgd.) Paul Wajda
Paul Wajda
Director, Labour Relations

APPENDIX 57

Re-instatement of the Pension Plan consent provision

CALGARY, February 11, 2005

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1
Dear Sir:

This concerns the Company's desire to re-instate the consent provision for CAW members in the Pension Plan.

You have raised a concern that re-instating consent will lead to corporate abuse of the provision. This will confirm that, for any CAW Local 101 represented employee, otherwise entitled to retire under the Pension Rules with an unreduced pension, in the event that consent is denied by the Company, and the denial is confirmed by the Vice-President, HR/IR, to compensate them for any effect on their retirement planning an affected employee will receive an amount of \$55,000 (Cdn) at the beginning of each twelve month period that consent is withheld.

For clarity, a change by the Company to the effective date of retirement due to the exhausting of outstanding vacation does not constitute a denial of consent. As well, this will confirm that the Company consent requirement for unreduced early retirement benefits shall not apply to an employee who satisfies the age and service requirements for unreduced early retirement and is terminated by the Company.

Yours truly,

Paul Wajda
Director, Labour Relations

APPENDIX 58

Progress Letter on Machinist Trades Helper Study

Toronto, January 26, 2008

Mr. Tom Murphy
President
Local 101, CAW/TCA Canada
Rail Division
207 - 1st Avenue S.
Langdon, Alberta
T0J 1X1

Dear Sir:

During this round of negotiations the parties agreed to review the classification ownership issues between Machinists and Helpers at Progress Weston Shop.

The following guidelines will apply to the review:

- No existing tradesperson(s) will be removed from their position as a result of this review;
- The principles of work separation by classification will be maintained;
- An examination of the current work performed by trades helpers will be undertaken;
- It is understood that where it is identified that the use of trades helpers would improve productivity, current tradesmen/tradeswomen will not be adversely affected as a result of assigning agreed to additional work to trades helpers;
- This will not be used as a vehicle to eliminate the machinist trade.

This review will begin no later than 90 days after the ratification of the Memorandum of Settlement and will be completed within 180 days after ratification;

The review will be conducted by the Vice President of Local 101 and one individual selected by Union and two individuals selected by Progress Rail. The Committee will be granted adequate and sufficient time and resources to accomplish their review;

Upon completion of their review, the Committee will forward a report containing all pertinent details, information, any recommendations or other advice to CPR, Progress Rail, the President of Local 101 and the National Union;

CPR, the Union and Progress agree to act on the recommendations made by the Committee.

Any recommendations which relate to reclassification of a position or task will only be considered when the position or task is vacated by normal attrition or when a tradesman/tradeswoman bids off of their position.

Yours truly,

Mr. Rob Wolsey
General Manager
Progress Rail TransCanada Corp

I Concur:

Tom Murphy, President,
CAW Local 101

Mr. Paul Wajda
Director, Labour Relations
CPR